LODI CITY COUNCIL
Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING
Date: February 20, 2019
Time: Closed Session 6:00 p.m.
Regular Meeting 7:00 p.m.

*and via conference call: 1311 Midvale Road
Lodi, CA 95240

For information regarding this Agenda please contact:
Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

C-1 Call to Order / Roll Call
C-2 Announcement of Closed Session
a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding Fire Mid-Management, International Brotherhood of Electrical Workers, Lodi Police Dispatchers Association, Police Officers Association of Lodi, and Police Mid-Management Pursuant to Government Code §54957.6 (CM)
b) Conference with Legal Counsel – Anticipated Litigation – Pursuant to Government Code §54956.9(d)(4) and 54954.5(c); Two Potential Cases (CA)
C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action
A. Call to Order / Roll Call
B. Presentations – None
C. Consent Calendar (Reading; Comments by the Public; Council Action)
   C-1 Receive Register of Claims for January 18, 2019 through January 31, 2019 in the Amount of $2,655,693.09 (FIN)
   C-2 Approve Minutes (CLK)
      a) January 29 and February 5, 2019 (Shirtsleeve Sessions)
   C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Kofu Park Court Resurfacing Improvements (PW)
Res. C-4 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase One Bucket Truck with Material Handling System, Mounted on 2019 Ford F550 Chassis from Altec Industries, Inc., of Dixon, Utilizing the Competitively Bid Sourcewell Contract No. 012418-ALT ($172,538), and Appropriating Funds ($12,538) (PW)
Res. C-5 Adopt Resolution Authorizing Purchases of Electronic Fare Collection Systems and Ancillary Equipment for Lodi Transit Vehicles from GFI Genfare, of Elk Grove Village, Illinois ($186,000) (PW)
Res. C-6 Adopt Resolution Awarding Bid for Purchase of Two Pad-Mounted Switches from Anixter, Inc., of Benicia ($55,818.81) (EU)
Res. C-7 Adopt Resolution Awarding Bid for Purchase of Medium Voltage Cable from The Okonite Company, of San Ramon ($208,496.26) (EU)
Res. C-8 Adopt Resolution Authorizing City Manager to Execute Agreement with Report Systems, Inc., DBA Emergency Reporting, for Application Hosting and Technology Support Services, and Authorizing Fire Chief to Approve Change Orders as Needed ($41,176.30) (FD)
CITY COUNCIL AGENDA  
FEBRUARY 20, 2019  
PAGE TWO

Res. C-9 Adopt Resolution Authorizing City Manager to Execute Two-Year Extension to Professional Services Agreement; and Two Optional One-Year Extensions with the Pun Group, of Santa Ana, for Auditing Services ($249,772) (CM)

C-10 Accept Improvements Under Contract for Transit Station Security Fencing Project (PW)

C-11 Receive Annual Report Regarding Boards, Committees, and Commissions Relating to Attendance, Training, and Filing Requirements (CLK)

Res. C-12 Adopt Resolution Approving Budget and Fiscal Policies for Fiscal Year 2019/20 and Fiscal Year 2020/21 (CM)

C-13 Set Public Hearing for March 20, 2019, to Consider Adapting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)

C-14 Set Public Hearing for March 20, 2019, to Consider Resolution Adopting Pre-Approved, Proposition 218 Consumer Price Index-Based Annual Adjustment to Rates for Solid Waste Collection (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings – None

H. Regular Calendar

Res. H-1 Adopt Resolution Approving Fiscal Year 2018/19 Mid-Year Budget Adjustments (CM)

H-2 Appoint Members to the Measure L Citizens’ Oversight Committee (CM)

I. Ordinances – None

J. 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.

Jennifer M. Ferraiolo, 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. 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 Jennifer M. Ferraiolo 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 Jennifer M. Ferraiolo (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.
AGENDA TITLE: Receive Register of Claims for January 18, 2019 through January 31, 2019 in the Total Amount of $2,655,693.09

MEETING DATE: February 20, 2019

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for $2,655,693.09.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $2,655,693.09 for January 18, 2019 through January 31, 2019. Also attached is Payroll in the amount of $1,405,868.99 through January 27, 2019.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

_______________________________
Andrew Keys
Internal Services Director

APPROVED: __________________________
Stephen Schwabauer, City Manager
## Council Report
**City of Lodi, CA - v11.3.15 Live**
1/18/2019 through 1/31/2019

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**Total** $2,655,693.09
### Council Report: Payroll

City of Lodi, CA - v11.3.15 Live
Pay Period 1/27/2019

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AGENDA TITLE: Approve Minutes
a) January 29, 2019 (Shirtsleeve Session)
b) February 5, 2019 (Shirtsleeve Session)

MEETING DATE: February 20, 2019

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
   a) January 29, 2019 (Shirtsleeve Session)
   b) February 5, 2019 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A and B, respectively.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_______________________________
Jennifer M. Ferraiolo
City Clerk

Attachments

_______________________________
APPROVED: ____________________________
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Minutes.doc
LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JANUARY 29, 2019

A. Roll call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 29, 2019, commencing at 7:04 a.m. at the Rick Cromwell Community Room, 215 West Elm Street, Lodi.

Present: Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler  
Absent: Council Member Johnson, and Council Member Mounce  
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Topic(s)

B-1 Receive Presentation Regarding the Apex Officer X360 Training Simulator for Use by the Police Department (PD)

Lieutenant Steve Nelson provided a presentation regarding the Apex Officer X360 training simulator used by the Police Department. Specific topics of discussion included purchase of new virtual reality (VR) use of force simulator; previous training opportunities through other agencies on their equipment; other simulators that use less-interactive and less-customizable training scenarios and equipment, requiring participants to be tethered to a spot with wires and connections; and new equipment benefits, ease in set-up, and regular program updates.

In response to Council Member questions, Lt. Nelson stated the backpack unit with VR equipment weighs roughly 10 pounds; the two units cost $75,000, which was paid from the departmental budget using accumulated savings; and the Police Department has had this equipment for three months.

Myrna Wetzel, member of the public, questioned if the use of force training equipment included a scenario in which a suspect is holding a cell phone instead of a gun, to which Lt. Nelson replied that it did not; however, he would make the suggestion to the program developer to add such a component.

Police Department staff provided demonstrations on the use of force training simulator and assisted volunteers with running through sessions.

Lt. Nelson added that another significant benefit of the training simulators is it can be an effective tool to discuss afterward what worked and did not in each scenario, better ways to position oneself in certain situations, and how to better engage and communicate with suspects in order to de-escalate dangerous situations.

C. Comments by public on non-agenda items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:04 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk
LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 5, 2019

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 5, 2019, commencing at 7:02 a.m.

Present: Council Member Johnson, Council Member Nakanishi, and Mayor Pro Tempore Kuehne
Absent: Council Member Mounce, and Mayor Chandler
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

NOTE: Council Member Johnson participated in the meeting via teleconference.

B. Topic(s)

B-1 Receive Presentation on Staff’s Proposed Updates to Budget and Fiscal Policies (CM)

Deputy City Manager Andrew Keys provided a PowerPoint presentation regarding budget and fiscal policies and biannual review. Specific topics of discussion included background, proposed changes, Measure L, pensions, fund balance/reserves, fund level change, replacement funds, Capital Improvement Program, and next steps.

Mayor Pro Tempore Kuehne stated he would like to see a depreciation schedule added to track information technology infrastructure, as well as vehicles and equipment, for items other than personal computers and related technical systems. Specifically, he was interested in expanding the scope to including tracking infrastructure needs, such as the City’s broadband (i.e. fiber ring). Mr. Keys stated staff can work on creating such a list that could include deferred maintenance items.

With regard to the Capital Improvement Program recommendation to increase the project size from $10,000 to $25,000, Council Member Johnson stated he sees no problems with the current, lower threshold, which does not seem to hold up or delay projects. Mr. Keys stated the lower threshold may present a few challenges when combined with some of the new recommendations presented in the proposed budget policies, which aim to provide additional transparency and a clearer CIP document. He added that the recommended change will not deviate how staff delivers projects.

Mike Lusk, member of the public, questioned how the Capital Improvement Program will work when it overlaps budgets and is transferred year to year, specifically how it will affect utility rates that are set based on the capital project needs. He asked if there would be a line item adjustment in future rate schedules to offset what ratepayers previously paid.

Mr. Keys stated that capital projects are budgeted along with a rate model on an assumption that a project will cost a certain amount, whether it is spent in one fiscal year or crosses to another. Even if money is collected from rates for a particular project and was not spent, the money will roll forward along with the project to pay for it. The only time an issue would arise is if Council changed its mind and cancelled a project after setting aside money from rates. City Manager Schwabauer added that, if a rate is set to cover a $100 million project that goes away over 10 years, there will come a point when money is being over-collected and an adjustment will be necessary. For the most part, however, funding is needed on a continuing basis for both new capital projects and maintaining, repairing, or replacing old infrastructure. He stated the water utility is an exception because water meters will largely be finished soon, which Council
recognized by setting a sunset on the rates. Because the rate model anticipates future projects, Council has the ability to see where there is an over-collection and can stop or reduce rates.

C. **Comments by Public on Non-Agenda Items**

None.

D. **Adjournment**

No action was taken by the City Council. The meeting was adjourned at 7:47 a.m.

**ATTEST:**

Jennifer M. Ferraiolo  
City Clerk
AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Kofu Park Court Resurfacing Improvements

MEETING DATE: February 20, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Kofu Park Court Resurfacing Improvements.

BACKGROUND INFORMATION: This project will resurface five tennis courts with a new textured, colored surfacing system and apply new colored game lines. All five tennis courts will have traditional white tennis court game lines applied. Two of the newly resurfaced tennis courts will also have blue game lines applied for two pickle ball courts (four pickle ball courts total).

The tennis courts at Kofu Park are approximately 45 years old and in need of repair. The colored concrete surfacing has faded and chipped away, cracks have appeared in the surface, and construction joints have separated creating potential tripping hazards. Settlement has also caused small localized ponding, as shown on Exhibit A.

The work for this project includes cleaning and preparing the existing concrete surface, filling cracks and joints, repairing low spots, and applying a textured, colored surfacing system consisting of three coats of new acrylic coatings, and new textured game lines. This project will also furnish four portable pickle ball net systems and includes other incidental and related work.

White game lines for five tennis courts and blue game lines for four pickleball courts will be applied, as shown on Exhibit B. Pickle ball, which has become one of the fasted growing sports in the nation, can be played by quick set up of the portable net system on one, or both, sides of tennis courts, painted as a tennis-pickleball court combo. The tennis net remains in place during pickle ball play.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is March 20, 2019. The project estimate is $77,000.

FISCAL IMPACT: The project will have a minimal impact on annual maintenance costs and will reduce the City’s exposure to claims related to the condition of tennis court surfaces.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Jimi Billigmeier, Associate Civil Engineer
CES/JB/tdb
Attachments

cc: PRCS Director

APPROVED: Stephen Schwabauer, City Manager

2/13/2019
EXHIBIT A

Existing Tennis Courts – Kofu Park
EXHIBIT B

Tennis-Pickleball Court Combo – Kofu Park
AGENDA ITEM C-04

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive the Bid Process and Purchase One Bucket Truck with Material Handling System, Mounted on 2019 Ford F550 Chassis, from Altec Industries, Inc., of Dixon, Utilizing the Competitively Bid Sourcewell Contract No. 012418-ALT ($172,538), and Appropriating Funds ($12,538)

MEETING DATE: February 20, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive the bid process and purchase one bucket truck with material handling system, mounted on 2019 Ford F550 chassis, from Altec Industries, Inc., of Dixon, utilizing the competitively bid Sourcewell contract no. 012418-ALT, in the amount of $172,538, and appropriating funds in the amount of $12,538.

BACKGROUND INFORMATION: The Public Works Department, Municipal Utilities Services (MUS), currently utilizes a 1998 GMC 3500HD bucket truck, unit no. 04-006. This 21-year old vehicle is utilized daily by MUS staff for performing the maintenance and installation of the City’s traffic control devices, including traffic signs and signals and has exceeded the life expectancy for this type of equipment. The total repair costs for unit no. 04-006 is now at $97,574.59 (Exhibit A). As of October 16, 2018, unit no. 04-006 had an odometer reading of 134,826.

Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that its award was in compliance with their formally-adopted bidding or negotiation procedures.

Staff recommends authorizing City Manager to waive the bid process and purchase one bucket truck with material handling system, mounted on 2019 Ford F550 chassis, from Altec Industries, Inc., of Dixon, utilizing the competitively bid Sourcewell contract no. 012418-ALT, in the amount of $172,538, and appropriating funds in the amount of $12,538.

FISCAL IMPACT: The replacement of this heavy-duty vehicle will provide utility staff a more safe and efficient platform for maintaining the City’s traffic signal and street sign inventory. This purchase does not impact the General Fund.

__________________________
Stephen Schwabauer, City Manager

R:\GROUP\ADMIN\Council\2019\02202019\AltecCCBucketTruck.doc 2/13/2019
FUNDING AVAILABLE: Measure K (30399000.77040): $160,000

Requested Appropriation
Measures K (30399000.77040): $12,538

TOTAL: $172,538

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Andrew Richle, Utilities Superintendent
CES/AR/tw
Attachments
### Equipment Master Data

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**Model:** 3500HD

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<tr>
<td>PM task hours</td>
<td>1.5</td>
<td>2.5</td>
<td>0.0</td>
<td>1.5</td>
</tr>
<tr>
<td>Deprec cost</td>
<td>546.37</td>
<td>546.37</td>
<td>546.37</td>
<td>546.37</td>
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<tr>
<td>Rent Rev</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Lease Cost</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Downtime hours</td>
<td>0.7</td>
<td>0.0</td>
<td>0.0</td>
<td>0.7</td>
</tr>
<tr>
<td>Shop</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>Delay hours</td>
<td>0.00</td>
<td>0.0</td>
<td>0.0</td>
<td>0.00</td>
</tr>
<tr>
<td>Warr recovery</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Current Mileage:** 134826.0  
**PM Cost:** 81447.45  
**RTA:** 45341.67  
**PM Totals:** 5982.12  
**Repair Cost:** 820,848.62  
**RTA:** 70,743.85  
**Repair Totals:** 91,592.42  
**Grand Total:** 89,574.59
Report Date: 06/06/14

Equip No 04-006
Descr TRUCK, 1 1/2 TON AERIAL
Manuf GMC
Model 3500HD
Serial 1GKX34J2W9054597
Yr 1998
Status

Dept ST 01 Off Road N
Company Own/Lease 0
Cost Ctr Appr Code N
Parking Loc Stored Loc. 01

Equipment Vendor
Authorization
Replacing
Warr Exp Date 07/16/99
Exp Miles (1) 0
Exp (2)

Fuel Card 0 Billing
Last Fuel Loc 02
Monthly Cost 0.00
Insurance Cost 0.00
Replacement Cost 0.00
License Cost 0.00
Monthly Rent 0.00

Cost: Orig 65564 Delivery 07/16/98
Repl 0 In Serv 07/23/98
Reg Exp

Meter 1
Total Miles 73811
Currt Meter 75826
Deliv Meter 16
Latest Read 10/31/06
Source OPEN ORDER

Meter 2
Pref Shift 1
Program Type INDIVIDUAL

Shop 01 License 999603 CA Type 4-F
Color WHITE Assoc Eq 04-006A
Operator
Radio No

PM Notify Dept ST 01

Purchase Order No 10104 Date 01/14/98
Buy Back

Warr Vendor
Warr Deductible 0.00

Account Code 105011
Revenue Account
Retired Sold for 0

Est Repl No 07 Yr 2008 Repl Code

Depreciation
Method SL
Life Mos 120 Shop Priority
Moa Rem 12 Shop Status
Salvage 0 No Open Orders 0
Declining Balance 65564.00

Fuel Type UNL
Oil Type
Tire Type
Current Month Usage Tickets NO

Exclude from: Cost Reports N Exception Reports N Inventory Lists N

Inspection Data:
Inspection Month 07
Next Statutory Inspection 07/2007 Interval 24 Months

Additional Inspection Data:
Srv Last Sched Last Perf Next Sched Interval Last Work Order
Type 1
Type 2
Type 3

Comments REPL 7 YRS
### Vehicle Repair History Report

**Facility:** 00001

**Vehicle:** 04-006

<table>
<thead>
<tr>
<th>VMRS Code</th>
<th>Meter: Standard</th>
<th>Subtotals of VMRS Codes for Division</th>
<th>Al</th>
<th>Period: Current</th>
<th>Total Cost</th>
<th>Percent</th>
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<tbody>
<tr>
<td>001 HEAT &amp; AIR CONDITIONIN</td>
<td>20</td>
<td>54.1</td>
<td>4573.87</td>
<td>2685.07</td>
<td>7258.94</td>
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<td>002 BODY AND GLASS</td>
<td>32</td>
<td>32.1</td>
<td>3333.51</td>
<td>1390.79</td>
<td>4724.30</td>
<td>6.30%</td>
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<tr>
<td>003 KLEC,INSTRM,LIGHT&amp;CHAS</td>
<td>37</td>
<td>37.6</td>
<td>3403.24</td>
<td>1649.78</td>
<td>5053.02</td>
<td>6.70%</td>
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<tr>
<td>004 BATTERY, CHRG &amp; START</td>
<td>23</td>
<td>24.6</td>
<td>2304.38</td>
<td>1454.09</td>
<td>3758.47</td>
<td>5.00%</td>
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<tr>
<td>005 COOLING</td>
<td>25</td>
<td>38.3</td>
<td>3435.25</td>
<td>1877.86</td>
<td>5313.11</td>
<td>7.10%</td>
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<tr>
<td>006 FUEL</td>
<td>16</td>
<td>19.7</td>
<td>1696.93</td>
<td>1930.81</td>
<td>3627.74</td>
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<tr>
<td>007 TRANS(MAIN/AUX) PTO/CL</td>
<td>3</td>
<td>13.8</td>
<td>1297.00</td>
<td>2233.35</td>
<td>3530.35</td>
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<tr>
<td>008 EMISSION CONTROL</td>
<td>16</td>
<td>18.6</td>
<td>1722.61</td>
<td>108.77</td>
<td>1831.38</td>
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<td>009 EXHAUST</td>
<td>2</td>
<td>3.0</td>
<td>199.50</td>
<td>604.91</td>
<td>804.41</td>
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<td>010 ENGINE</td>
<td>14</td>
<td>34.3</td>
<td>3245.29</td>
<td>305.00</td>
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<tr>
<td>011 TIRES AND WHEELS</td>
<td>17</td>
<td>4.5</td>
<td>1053.41</td>
<td>5118.84</td>
<td>6172.25</td>
<td>8.20%</td>
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<tr>
<td>013 BRAKES</td>
<td>16</td>
<td>32.6</td>
<td>2874.14</td>
<td>1338.45</td>
<td>4212.59</td>
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<tr>
<td>014 SPECIAL EQUIPMENT</td>
<td>15</td>
<td>29.8</td>
<td>3480.48</td>
<td>497.04</td>
<td>3977.52</td>
<td>5.30%</td>
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<td>015 STEERING AND SUSPENSION</td>
<td>20</td>
<td>13.8</td>
<td>1964.90</td>
<td>2112.01</td>
<td>4076.91</td>
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<tr>
<td>017 AUXILIARY</td>
<td>3</td>
<td>16.2</td>
<td>1375.65</td>
<td>14.43</td>
<td>1390.08</td>
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<tr>
<td>018 SPECIALIZED EQUIPMENT</td>
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<td>28.7</td>
<td>2679.89</td>
<td>245.76</td>
<td>2925.65</td>
<td>3.90%</td>
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<tr>
<td>019 MISCELLANEOUS</td>
<td>94</td>
<td>84.1</td>
<td>7592.85</td>
<td>906.64</td>
<td>8499.49</td>
<td>11.30%</td>
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<tr>
<td>020 FILTERS</td>
<td>4</td>
<td>0.0</td>
<td>1.87</td>
<td>35.48</td>
<td>37.35</td>
<td>0.00%</td>
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<tr>
<td>066 PREVENTATIVE MAINTENAN</td>
<td>21</td>
<td>47.2</td>
<td>4137.67</td>
<td>397.00</td>
<td>4534.67</td>
<td>6.00%</td>
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</tbody>
</table>

---

**TOTALS:**

- **Quantity:** 392
- **Labor Hrs:** 533.0
- **Labor Cost:** 50372.44
- **24906.08 Tot:** 75278.52
- **100%:** 21.70309

**PM Cost:** 4534.67

**Repair Cost:** 70,743.85
<table>
<thead>
<tr>
<th>Opportunity Number: 947907</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quotation Number: 455493-3</td>
</tr>
<tr>
<td>Sourcewell Contract #: 012418-ALT</td>
</tr>
<tr>
<td>Date: 1/29/2019</td>
</tr>
</tbody>
</table>

Quoted for: City of Lodi

Quoted by: Omar Salcedo
Phone: (707) 893-2579 / Email: omar.salcedo@altecin.com
Altec Account Manager: William Hamburger

REFERENCE ALTEC MODEL

| AT41M | Articulating Telescopic Aerial Device with Material Handling Insulated, 41' | $132,085 |

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CH Cone Holder, Fold Over Post Style</td>
</tr>
<tr>
<td>2</td>
<td>CH Cone Holder, Fold Over Post Style</td>
</tr>
<tr>
<td>3</td>
<td>GHOCKS Rubber Wheel chocks and holders (Qty. two)</td>
</tr>
<tr>
<td>4</td>
<td>SPOT4 SIX (6) POINT STROBE SYSTEM (LED)</td>
</tr>
<tr>
<td>5</td>
<td>SPOT ONE (1) POST-Mounted SPOTLIGHT, Mounted on Driver's Side of Chassis. Controls are Extended in Cab for Ease of Operation.</td>
</tr>
<tr>
<td>6</td>
<td>SPOT8 Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote</td>
</tr>
<tr>
<td>7</td>
<td>TBE ELECTRIC TRAILER BRAKE CONTROLLER, Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook</td>
</tr>
<tr>
<td>8</td>
<td>SL COMPARTMENT LIGHTS in Body Compartments - Strip LED (6 Compartments &amp; Tailshelf Storage)</td>
</tr>
</tbody>
</table>

SOURCEWELL OPTIONS TOTAL: $135,920

(B.) OPEN MARKET ITEMS (Customer Requested)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>UNIT AT37M ILO AT41M, with Single 2-Man Platform, Custom Scuff Pad with Step for 2-Man Platform</td>
</tr>
<tr>
<td>2</td>
<td>UNIT &amp; HYDRAULIC ACC</td>
</tr>
<tr>
<td>3</td>
<td>BODY Custom Altec Body with Custom Compartment Heights, Custom Depths &amp; Faise Floor</td>
</tr>
<tr>
<td>4</td>
<td>BODY &amp; CHASSIS ACC Prime Design Leader Rack, Vise &amp; Bracket, 2 Additional Body Compartment Keys, and 2 Additional Ford Chassis Keys</td>
</tr>
<tr>
<td>5</td>
<td>ELECTRICAL Honda 3000 Watt Electric Start Generator, 42' LED Light Bar.</td>
</tr>
<tr>
<td>6</td>
<td>FINISHING</td>
</tr>
<tr>
<td>7</td>
<td>CHASSIS 2019 Ford F550 Diesel 4x2 ILO 2018 Sourcewell Pricing</td>
</tr>
<tr>
<td>8</td>
<td>OTHER Regional Build &amp; 3-Year Extended Warranty</td>
</tr>
</tbody>
</table>

OPEN MARKET OPTIONS TOTAL: $23,274

SUB-TOTAL FOR UNIT/BODY/CHASSIS: $159,194
Delivery to Customer: $210
TOTAL FOR UNIT/BODY/CHASSIS: $159,404

(C.) ADDITIONAL ITEMS (items are not included in total above)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Pricing valid for 45 days**

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Demiaks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standards warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 360 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Dixon, CA

Lodi - 455493-3 Sourcewell-Diesel(A)

$159,194.00 taxable amount

+$210.00 non-taxable amount (freight)

+$13,133.50 tax (8.25% delivery after 4/1/19)

$172,537.50 Total
January 29, 2019
Our 90th Year

Ship To:
CITY OF LODI (CA)
@6990 SW WEST HILLS ROAD
P.O. BOX 1180
PHILOMATH, OR 97370
US

Attn:
Phone: 209-333-6763
Email: jhood@lodi.gov

Bill To:
CITY OF LODI (CA)
PO BOX 3006
ATTN: ACCOUNTS PAYABLE
LODI, CA 95241-1910
United States

Altec Quotation Number: 455493 - 5
Account Manager: William P Hamburger
Technical Sales Rep: Omar Salcedo

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Altec Model AT37M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC’s standard specifications and to include the following features:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Ground to Bottom of Platform Height: 37.1 feet at 6.9 feet from centerline of rotation (11.31 m at 2.11 m)
B. Working Height: 42.1 feet (12.83 m)
C. Maximum reach to edge of platform with Upper Boom Non-overcenter: 26.3 feet (at 17.3 feet platform height)
D. Upper boom extension: 82 inches
E. Continuous rotation
F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation
G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.6 inches of isolation in the upper boom (when retracted and 53.3 inches when extended).
I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.
J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
Control Console: Non-tested non-metallic control console plate. Boom Tip
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Dielectric rating: Category C, 46 kV and below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Manuals: Two (2) Operators and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Unit meets or exceeds ANSI 92.2 standards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pedestal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Single 2-Man Platform, Fiberglass (Insulated), 24&quot; x 48&quot; x 42&quot;, End Mount, 180 Degree Rotation.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>No Platform Elevator</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Platform Mounted Single Handle Controls</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Platform Cover - foam filled, 24 x 48 inches (610 x 1219 mm)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Platform Liner 24&quot; x 48&quot; x 42&quot; (610 x 1219 x 1069 mm), 70 Kv Rating</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Engine Start/Stop &amp; Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage &amp; Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Jib Stick, 36&quot; L, non-extension, non certified, grey in color</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30&quot;-.34&quot; Chassis</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td>Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Winch load line swivel hook</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Altec Aerial Device Powder Painted White</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Additional Unit Option Scuff Pad - with Step - 24x48 ENG REF: 900099327</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Unit &amp; Hydraulic Acc.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Steel Reservoir, 15 gallon capacity, triangular, 17&quot; L x 17&quot; W x 24&quot; H, and includes breather caps and dipsticks</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Temperature Sight Gauge</td>
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<tr>
<td>22.</td>
<td>HVI-22 Hydraulic Oil (Standard)</td>
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<td>25</td>
</tr>
<tr>
<td>23.</td>
<td>Standard Pump For PTO</td>
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</tr>
<tr>
<td>24.</td>
<td>Electric Shifted PTO</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Body</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Altec Body</td>
<td>1</td>
<td></td>
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<tr>
<td>27.</td>
<td>Steel Body</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Body Is To Be Built In Accordance With The Following Altec Standard Specifications:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Heavy-Gauge Welded Steel Frame Construction.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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UTILITY EQUIPMENT AND BODIES SINCE 1929
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.</td>
<td>Integrated Door Header Drip Rail At Top For Maximum Weather Protection.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mechanically Fastened.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Steel Treated For Improved Primer Bond And Rust Resistance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>Automotive Type Non-Porous Door Seals Fastened To The Door Facing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td>B-Line Channel Installed In Compartments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Smooth Galvanneal Steel Floor</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>Custom Steel Floor Design False Floor - full length and width of cargo area</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>flush with rear of tailshelf;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reinforced for personnel use</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full-width drawer to be 30&quot;L, with Removable Egg Crate Dividers, pullout</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>toward rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>Low-Side General Service With Step (LGSS)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>Finish Paint Body Altec White</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>Undercoat Body</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>132&quot; Estimated Body Length (Engineering To Determine Final Length)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>94&quot; Body Width</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>36.</td>
<td>40&quot; Body Compartment Height</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>37.</td>
<td>20&quot; Body Compartment Depth</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>38.</td>
<td>5 Inch Drop-In Metal Cargo Retaining Panel At Rear Of Body</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>39.</td>
<td>5 Inch Drop-In Metal Cargo Retaining Panel At Top Of Side Access Step</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>Gripstrut On Streetside Compartment Tops To be used as a walking surface</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>41.</td>
<td>Custom Latch Style For Body Doors Eberhard Whale Tail Latch</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>All Locks Keyed Alike Including Accessories (Preferred Option)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>43.</td>
<td>Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Front)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44.</td>
<td>Chains On All Horizontal Doors</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td>Two Chock Holders In Fender Panel On Curbside Of Body</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>46.</td>
<td>1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4&quot; Centers</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

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UTILITY EQUIPMENT AND BODIES SINCE 1929
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</tr>
</thead>
<tbody>
<tr>
<td>47.</td>
<td>1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>48.</td>
<td>Custom 1st Vertical (SS) Compartmentation 60&quot; High</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td>2nd Vertical (SS) - Fixed Shelf With Removable Dividers On 4&quot; Centers</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>50.</td>
<td>1st Horizontal (SS) - Adjustable Shelf With Slots, No Dividers Provided</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>1st Horizontal (SS) - Two (2) Overlapping Doors</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>52.</td>
<td>Custom 1st Horizontal (SS) Compartmentation 50&quot;W x 32&quot; D &amp; 44&quot;H</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>53.</td>
<td>Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>54.</td>
<td>Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>55.</td>
<td>Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>56.</td>
<td>Custom Rear Vertical (SS) Compartmentation 24&quot;W</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>57.</td>
<td>1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>58.</td>
<td>1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>59.</td>
<td>1st Vertical (CS) - 4 Inch High Transverse Drawer Kit On Roller Bearings, As</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Possible And Full Length, No Dividers (Slides To CS Only) to hold Generator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60.</td>
<td>Custom 1st Vertical (CS) Compartmentation Above Frame:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>32&quot; Wide opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>60&quot; High</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>at least 32&quot; Deep - if pedestal allows</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>One (1) Adjustable shelf, full width &amp; depth</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Below Frame:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vacant Space</td>
<td></td>
<td></td>
</tr>
<tr>
<td>61.</td>
<td>2nd Vertical (CS) - Treadplate Access Steps w/ Two (2) Sloped Grab Handles</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chain Storage (Keyed Lock)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>62.</td>
<td>Custom 1st Horizontal (CS) Compartmentation 50&quot;W x as high as possible, to</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Three (3) 3 Inch High Pull-Out Drawers On Slides, As Wide As Possible,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Latched, With Egg Crate Dividers, Installed as High as Possible</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Bottom of Compartment Vacant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63.</td>
<td>Custom Rear Vertical (CS) Compartmentation 24&quot;W, to include:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Three (3) Adjustable Shelves With Removable Egg Crate Dividers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Ventilation holes in the forward wall for hear circulation from curbside</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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UTILITY EQUIPMENT AND BODIES SINCE 1929
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</tr>
</thead>
<tbody>
<tr>
<td>64.</td>
<td>36&quot; L Steel Tailshelf, Width To Match Body</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>65.</td>
<td>Steel Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>66.</td>
<td>Smooth Galvanneal Steel Tailshelf</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**Body and Chassis Accessories**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>67.</td>
<td>ICC (Underride Protection) Bumper Installed At Rear</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>68.</td>
<td>Custom Towing Device Receiver Hitch, 2&quot;, Class IV</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>69.</td>
<td>Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>70.</td>
<td>Rear Torsion Bar Installed On Chassis</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>71.</td>
<td>Install Counterweight As Needed</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>72.</td>
<td>Cable Step Installed At Rear, Double Step with Rigid Top Step to include:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. One (1) installed street side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>73.</td>
<td>Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2&quot; Outward)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>74.</td>
<td>Platform Rest, Rigid with Rubber Tube</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>75.</td>
<td>Boom Rest for a Telescopic Unit</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>76.</td>
<td>Automatic Boom Latch Installed on Boom Rest</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>77.</td>
<td>Plastic Outrigger Pad, 18&quot; x 18&quot; x 1&quot;, Black With Handle</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>78.</td>
<td>Outrigger Pad Holder, 20&quot; L x 20&quot; W x 3&quot; H, Fits 19.5&quot; x 19.5&quot; x 2&quot; And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4&quot; Lip Retainer</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>79.</td>
<td>Pendulum Retainers For Outrigger Pad Holders</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>80.</td>
<td>Mud Flap Without Altec Logo (Pair)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Price</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>-------</td>
</tr>
<tr>
<td>81.</td>
<td>Wheel Chocks, Rubber, 9.75&quot; L x 7.75&quot; W x 5.00&quot; H, with 4&quot; L Metal Hairpin Style Handle (Pair)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>82.</td>
<td>U-Shaped Grab Handle for Streetside Rear Access</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>83.</td>
<td>Small Grab Handle Installed At Rear for Streetside Rear Access</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>84.</td>
<td>Slope Indicator Assembly For Machine With Outriggers</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>85.</td>
<td>Fold Over, Post Style Cone Holder For Installation On A Front Bumper (Holds up to four 15&quot;x15&quot; large cones)</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>
| 86.  | Custom Ladder Storage Prime Design UXV  
- Mounted on top of Curbside Compartment Tops  
- Mounted as far rearward as possible, not to interfere with Curbside Access Steps                                                                 | 1   |       |
| 87.  | Safety Harness & 4.5 FT Lanyard (Medium To X-large)                                                                                                                                                       | 1   |       |
| 88.  | 5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose                                                                                                                                              | 1   |       |
| 89.  | Triangular Reflector Kit, Installed                                                                                                                                                                         | 1   |       |
| 90.  | Vinyl manual pouch for storage of all operator and parts manuals                                                                                                                                              | 1   |       |
| 91.  | Spare Ford Fob Key                                                                                                                                                                                          | 2   |       |
| 92.  | Vise, Utility, 6.5 IN Jaw with 5.5 IN Opening, Pipe Jaws, with Replaceable Jaws and Swivel base                                                                                                           | 1   |       |
| 93.  | Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate  
- Removable  
- Installed at rear  
- Ensure the false floor does not interfere with use of the Vise                                                                                               | 1   |       |
| 94.  | Additional Body/Chassis Accessory Two (2) Additional Body Compartment Keys (4 keys total)                                                                                                                 | 2   |       |

**Electrical Accessories**

<table>
<thead>
<tr>
<th>Item</th>
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</tr>
</thead>
<tbody>
<tr>
<td>95.</td>
<td>Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>96.</td>
<td>6-Position Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Oval Lights On Body Sides, Two (2) Round Lights At Rear Streetside strobe light to be mounted outermost, rear corner</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>97.</td>
<td>Directional Light Bar, Amber, LED, 42&quot; Long Rear Recessed</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 7 of 14
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<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.</td>
<td>Post Mounted Spot Light, LED, 6&quot; Diameter with Chrome Housing, Installed on</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Streetside of Cab (Unity)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>99.</td>
<td>Remote Spot Light, LED, Permanent Mount with Wireless Dash Mounted Controls</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and Programmable Wireless Remote</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100.</td>
<td>Dual Tone Back-Up With Outrigger Motion Alarm</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>101.</td>
<td>Altec Standard Multi-Point Grounding System</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>102.</td>
<td>PTO Hour Meter, Digital, with 10,000 Hour Display</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>103.</td>
<td>6-Way Trailer Receptacle (Pin Type) Installed At Rear</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>104.</td>
<td>Electric Trailer Brake Controller (Tekonsha Voyager #9030)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>105.</td>
<td>Ford Upfitter Switches (Supplied With Chassis)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>106.</td>
<td>Generator, Gas, 3000 Watt, Electric Start (Honda #EU3000iS) in Curbside 1st</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vertical - on pullout drawer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>107.</td>
<td>Power Distribution Module Is A Compact Self-Contained Electronic System That</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provides A Standardized Interface With The Chassis Electrical System. (Includes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Operator's Manual)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>108.</td>
<td>Install Chassis (OEM) Supplied Backup Camera in Final Assembly</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>109.</td>
<td>Install secondary stowage system.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>110.</td>
<td>Install Remote Start/Stop system in Final Assembly.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>111.</td>
<td>Install Outrigger Interlock System</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>112.</td>
<td>Standard Duty Secondary Stowage Pump</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>113.</td>
<td>PTO Indicator Light Installed In Cab</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>114.</td>
<td>Custom Electrical Option GPS - For HVIP</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**Finishing Details**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>115.</td>
<td>Powder Coat Unit Altec White</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>116.</td>
<td>Finish Paint Body Accessories Above Body Floor Altec White</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Price</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>-----</td>
<td>-------</td>
</tr>
<tr>
<td>117.</td>
<td>Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>118.</td>
<td>Apply Non-Skid Coating to all walking surfaces</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>119.</td>
<td>English Safety And Instructional Decals</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>120.</td>
<td>Vehicle Height Placard - Installed In Cab</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>121.</td>
<td>Placard, HVI-22 Hydraulic Oil</td>
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<td>122.</td>
<td>Dielectric test unit according to ANSI requirements.</td>
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<tr>
<td>123.</td>
<td>Stability test unit according to ANSI requirements.</td>
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<td>124.</td>
<td>Non-Focus Factory Build</td>
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<td>125.</td>
<td>Delivery Of Completed Unit</td>
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<td>126.</td>
<td>Inbound Freight</td>
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<td>127.</td>
<td>Installation - AT37M</td>
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**Chassis**

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<tr>
<td>128.</td>
<td>Chassis</td>
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<td>129.</td>
<td>Altec Supplied Chassis</td>
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<td>130.</td>
<td>2019 Model Year</td>
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<td>131.</td>
<td>Ford F550</td>
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<td>132.</td>
<td>4x2</td>
<td>1</td>
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<tr>
<td>133.</td>
<td>84 Clear CA (Round To Next Whole Number)</td>
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<td>134.</td>
<td>Regular Cab</td>
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<tr>
<td>135.</td>
<td>Chassis Cab</td>
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We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929
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<tr>
<td>136.</td>
<td>XLT Trim Package</td>
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<td>137.</td>
<td>Chassis Wheelbase Length - 169</td>
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<td>138.</td>
<td>Ford 6.7L Power Stroke Diesel</td>
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<td>139.</td>
<td>Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)</td>
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<td>140.</td>
<td>GVWR 19,500 LBS</td>
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<tr>
<td>141.</td>
<td>7,000 LBS Front GAWR</td>
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<td>142.</td>
<td>Spring Suspension</td>
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<td>143.</td>
<td>14,706 LBS Rear GAWR</td>
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<td>Hydraulic Brakes</td>
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<td>Park Brake In Rear Wheels</td>
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<td>146.</td>
<td>Ford E/F250-550 Single Horizontal Right Side Exhaust</td>
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<td>147.</td>
<td>63C - Aft Axle Frame Extension</td>
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<td>148.</td>
<td>872 - Rear View Camera and Prep Kit</td>
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<td>149.</td>
<td>98R - Operator Commanded Regeneration (OCR)</td>
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<td>150.</td>
<td>No Idle Engine Shut-Down Required</td>
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<td>151.</td>
<td>50-State Emissions</td>
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<td>Clean Idle Certification</td>
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<td>Ford 40 Gallon Fuel Tank (Rear)</td>
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<td>154.</td>
<td>Ford 7.2 Gallon DEF Tank (Mid Mount)</td>
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<td>155.</td>
<td>Single High-Output Alternator (175amp Minimum) **Dual Alternators</td>
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<td>156.</td>
<td>AM/FM Radio</td>
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<td>Ford SYNC</td>
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<td>158.</td>
<td>Air Conditioning</td>
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<td>Item</td>
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<td>159.</td>
<td>Backup Camera, OEM Supplied</td>
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<td>160.</td>
<td>Cruise Control</td>
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<td>Keyless Entry</td>
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<td>162.</td>
<td>Power Door Locks</td>
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<td>163.</td>
<td>Power Windows</td>
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<td>164.</td>
<td>Block Heater</td>
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<tr>
<td>165.</td>
<td>Power Mirrors with Heated Glass</td>
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<td>166.</td>
<td>Running Boards (Supplied By Chassis OEM)</td>
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**Additional Pricing**

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<tr>
<td>167.</td>
<td>Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty</td>
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<td>168.</td>
<td>Documentation Fees</td>
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**Miscellaneous**

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<tbody>
<tr>
<td>169.</td>
<td>Ext Warranty Material (Parts Only NO Travel) (Day 366-1095) Buckets Less Than 46 FT (AT237, AT30-GV, AT-G, AO,TA, L Series, LM)</td>
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<td></td>
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</tbody>
</table>

Unit / Body / Chassis Total                  $159,194.00  
Delivery Total                                $210.00      
Total                                          $159,404.00  

Altec Industries, Inc.

BY

We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929
Omar Salcedo

Notes:

1. Altec Standard Warranty:
   - One (1) year parts warranty.
   - One (1) year labor warranty.
   - Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts.

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2. Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

   Outrigger pads (When Applicable)
   Fall Protection System
   Fire extinguisher/DOT kit
   Platform Liner (When Applicable)
   Altec Sentry Training
   Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3. F.O.B. - Customer Site

4. Altec Extended Warranty Option:

   An Altec Extended Warranty is an extension of Altec’s Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929
Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

Any payment made by a credit card may be subject to a surcharge fee.

Delivery: 360 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

This quotation is valid until FEB 25, 2019. After this date, please contact Altec Industries, Inc. for a possible extension.

After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

Please direct all questions to William P Hamburger at (707) 678-0800
RESOLUTION NO. 2019-_____ 

A RESOLUTION OF THE LODI CITY COUNCIL WAIVING THE BID PROCESS; AUTHORIZING THE PURCHASE OF ONE BUCKET TRUCK WITH MATERIAL HANDLING SYSTEM, MOUNTED ON 2019 FORD F550 CHASSIS, FROM ALTEC INDUSTRIES, INC., OF DIXON, UTILIZING THE COMPETITIVELY-BID SOURCEWELL CONTRACT NO. 012418-ALT; AND FURTHER APPROPRIATING FUNDS

WHEREAS, the Public Works Department currently utilizes a 1998 GMC 3500HD bucket truck daily for maintenance and installation of the City’s traffic control devices, including signs and signals; and

WHEREAS, the current equipment is outdated, with the articulating arm no longer meeting certification standards, it is more cost effective and in the best interest of the City to replace the 20-year-old bucket truck; and

WHEREAS, per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, staff recommends waiving the bid process and authorizing the purchase of one bucket truck with material handling system, mounted on 2019 Ford F550 chassis, from Altec Industries, Inc., of Dixon, utilizing the competitively-bid Sourcewell Contract No. 012418-ALT, in the amount of $172,538; and

WHEREAS, staff also recommends the City Council appropriate funds in the amount of $12,538 from the fund balance of Measure K (30399000.77040) for Fiscal Year 2018/19.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the bid process and authorize the purchase of one bucket truck with material handling system, mounted on 2019 Ford F550 chassis, from Altec Industries, Inc., of Dixon, California, utilizing the competitively-bid Sourcewell Contract No. 012418-ALT, in the amount of $172,538; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation for the purchase of one bucket truck, in the amount of $12,538, as set forth above.

Dated: February 20, 2019

I hereby certify that Resolution No. 2019-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2019, by the following vote:

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

JENNIFER M. FERRAIIOLO
City Clerk

2019-______
AGENDA TITLE: Adopt Resolution Authorizing Purchases of Electronic Fare Collection Systems and Ancillary Equipment for Lodi Transit Vehicles from GFI Genfare, of Elk Grove Village, Illinois ($186,000)

MEETING DATE: February 20, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing purchases of electronic fare collection systems and ancillary equipment for Lodi Transit Vehicles from GFI Genfare, of Elk Grove Village, Illinois, in an amount not-to-exceed $186,000.

BACKGROUND INFORMATION: On September 7, 2011, City Council adopted a resolution to approve standardization of fare collection equipment, spare parts, and fare media utilized on City of Lodi transit buses. This was done to maintain compatibility and, as a result, GFI Odyssey Electronic Fareboxes were installed on the existing transit fleet, along with revenue collection equipment and computer data system at the Transit Station. Electronic fareboxes increase safety by protecting fare revenue and eliminating the need for drivers to count and handle cash. In addition, this creates a smoother, faster boarding experience for passengers.

In Fiscal Year 2017/18, the City was awarded $200,000 in Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds to purchase fare collection equipment. To date, $14,000 of these funds have been spent on miscellaneous farebox components and equipment, leaving $186,000 available for future needs. The next purchase recommended by Staff, if authorized by Council, includes new farebox equipment for the City’s five new cutaway buses, which are expected for delivery in March 2019, in the amount of $76,193.80. This purchase would leave a remaining balance of $109,806.20 for future, pre-approved purchases to be made as needs arise. The cumulative purchases would not exceed the City’s total awarded PTMISEA funds of $200,000.

Because of Lodi’s standardization of fare collection equipment with GFI Genfare, and since only fare collection equipment qualifies as an eligible purchase with PTMISEA funds, additional farebox-related purchases against the balance will occur on an as-needed basis to maximize the use of PTMISEA funds, and ensure they are spent appropriately, and in a timely manner.

Staff recommends authorizing purchases of electronic fare collection systems and ancillary equipment for Lodi Transit Vehicles from GFI Genfare, of Elk Grove Village, Illinois, in an amount not-to-exceed $186,000.

FISCAL IMPACT: Staff expects a slight increase in Transit revenue because the purchase of new farebox equipment improves reliability and the integrity and accuracy of the fare collection process. This project does not impact the General Fund.
FUNDING AVAILABLE: Funds for the farebox equipment are from PTMISEA and are included in the Fiscal Year 2018/19 budget.

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Georgia Lantsberger, Transportation Manager
CES/GL/tdb
Attachment

cc: Randy Laney, Fleet Manager
    Judy Dennis, GFI Genfare, Inc.
Genfare
A Division of SPX Corporation
800 Arthur Ave
Elk Grove Village, IL 60007
Ph: (847) 593-8855
Fax:(847) 758-4998

Sales Quotation

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<tr>
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<tr>
<td></td>
<td>PO Box 3006</td>
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<td>221 W Pine Street</td>
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<tr>
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<td>Lodi CA 95240</td>
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<tr>
<td></td>
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</tr>
<tr>
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<td>209-333-6800</td>
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<td>FAX</td>
<td>209-333-6710</td>
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<td>FAREBOX HEIGHT 36 INCHES</td>
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<td>OCU CABLE ORIENTATION REAR EXIT</td>
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<td>CASHBOX HEIGHT SHORT</td>
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<td>SWIPE CARD READER YES</td>
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<td>SMART CARD READER NONE</td>
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Signature: ________________________________  Date: 02/04/2019

Sales Representative: Judy Dennis  Phone: 224-277-6647

Email: judy.dennis@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.
Sold-To-Party
City of Lodi
PW Transit - Georgia Lantsberger
PO Box 3006
Lodi CA 95241-1910

Ship-To-Party
City of Lodi Public Works
221 W Pine Street
Lodi CA 95240

End User
City of Lodi
PW Transit - Georgia Lantsberger
PO Box 3006
Lodi CA 95241-1910

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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax</td>
<td></td>
<td>1 EA</td>
<td>2.38 USD</td>
<td>11.92</td>
</tr>
<tr>
<td>40</td>
<td>FREIGHT</td>
<td>1 EA</td>
<td>490.00 USD</td>
<td>490.00</td>
</tr>
<tr>
<td></td>
<td>Freight</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Gross Value: 70,748.75
Total Tax: 5,445.05
Final Amount: 76,193.80

Signature: ___________________________________________ Date: 02/04/2019
Sales Representative: Judy Dennis
Phone: 224-277-6647
Email: judy.dennis@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above.
Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING PURCHASES OF ELECTRONIC FARE COLLECTION SYSTEMS AND ANCILLARY EQUIPMENT FOR LODI TRANSIT VEHICLES FROM GFI GENFARE, OF ELK GROVE VILLAGE, ILLINOIS

WHEREAS, on September 7, 2011, City Council adopted a resolution to approve standardization of fare collection equipment, spare parts, and fare media utilized on City of Lodi transit buses; and

WHEREAS, in Fiscal Year 2017/18, the City was awarded $200,000 in Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds to purchase fare collection equipment; and

WHEREAS, to date, $14,000 of these funds have been spent on miscellaneous fare box components and equipment, leaving $186,000 available for future needs; and

WHEREAS, staff recommend the purchase of new farebox equipment for the City’s five new cutaway buses, which are expected for delivery in March 2019, in the amount of $76,193.80; and

WHEREAS, this purchase would leave a remaining balance of $109,806.20 for future, pre-approved purchases to be made as needs arise; and

WHEREAS, staff recommends authorizing purchases of electronic fare collection systems and ancillary equipment for Lodi Transit Vehicles from GFI Genfare, of Elk Grove Village, Illinois, in an amount not-to-exceed $186,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize purchases of electronic fare collection systems and ancillary equipment for Lodi transit vehicles from GFI Genfare, of Elk Grove Village, Illinois, in an amount not to exceed $186,000.

Dated: February 20, 2019

I hereby certify that Resolution No. 2019-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2019, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIIOLO
City Clerk

2019-______
AGENDA TITLE: Adopt Resolution Awarding Bid for the Purchase of Two Pad-Mounted Switches from Anixter, Inc. of Benicia ($55,818.81)

MEETING DATE: February 20, 2019

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bid for the purchase of two pad-mounted switches from Anixter, Inc. of Benicia in the amount of $55,818.81.

BACKGROUND INFORMATION: On December 20, 2017 the City Council authorized the advertisement of bids to replenish inventory consumed as a result of ongoing maintenance, development and capital projects.

The Electric Utility advertised bids to purchase two pad-mounted switches. On January 31, 2019 bids were opened with three suppliers submitting proposals with the following results:

```
<table>
<thead>
<tr>
<th>Supplier</th>
<th>Quantity</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anixter, Inc.</td>
<td>2</td>
<td>$55,818.81</td>
</tr>
<tr>
<td>Trayer Engineering Corporation</td>
<td>2</td>
<td>$61,717.05</td>
</tr>
<tr>
<td>D.L. Payne, Inc.</td>
<td>2</td>
<td>$91,932.30</td>
</tr>
</tbody>
</table>
```

Staff reviewed the proposals and deemed Anixter, Inc. as the lowest responsive bidder compliant with the approved specifications.

FISCAL IMPACT: Procurement cost is $55,818.81.

FUNDING AVAILABLE: Included in FY2018/19 Budget Account No. 500.13496.

__________________________________________
Andrew Keys
Deputy City Manager/Internal Services Director

_______________________________
Melissa Price
Interim Electric Utility Director

PREPARED BY: Tim Conn, Electrical Engineer
MP/TC/nb

__________________________________________
Stephen Schwabauer, City Manager
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE PURCHASE OF TWO PAD-MOUNTED SWITCHES
FROM ANIXTER, INC., OF BENICIA

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on January 31, 2019, at 11:00 a.m., for the purchase of two pad-mounted switches for the Lodi Electric Utility, described in the specifications therefore approved by the City Council on December 20, 2017; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Supplier</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pad-Mounted Switch, 15 kV, 4-Way, 600A, Type-10</td>
<td>2</td>
<td>Anixter, Inc.</td>
<td>$55,818.81</td>
</tr>
<tr>
<td>Pad-Mounted Switch, 15 kV, 4-Way, 600A, Type-10</td>
<td>2</td>
<td>Trayer Engineering</td>
<td>$61,717.05</td>
</tr>
<tr>
<td>Corporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pad-Mounted Switch, 15 kV, 4-Way, 600A, Type-10</td>
<td>2</td>
<td>D.L. Payne, Inc.</td>
<td>$91,932.30</td>
</tr>
</tbody>
</table>

WHEREAS, staff reviewed the proposals and deemed Anixter, Inc., as the lowest responsive bidder compliant with the City’s specifications.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of two pad-mounted switches from Anixter, Inc., of Benicia, California, in the amount of $55,818.81.

Dated:    February 20, 2019

I hereby certify that Resolution No. 2019-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held on February 20, 2019 by the following vote:

AYES:       COUNCIL MEMBERS –

NOES:       COUNCIL MEMBERS –

ABSENT:     COUNCIL MEMBERS –

ABSTAIN:    COUNCIL MEMBERS –

JENNIFER M. FERRAILO
City Clerk

2019-____
AGENDA TITLE: Adopt Resolution Awarding Bid for the Purchase of Medium Voltage Cable from The Okonite Company of San Ramon ($208,496.26)

MEETING DATE: February 20, 2019

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bid for the purchase of medium voltage cable from The Okonite Company of San Ramon in the amount of $208,496.26.

BACKGROUND INFORMATION: On December 20, 2017 the City Council authorized the advertisement of bids to replenish inventory consumed as a result of ongoing maintenance and development projects.

The Electric Utility advertised bids to purchase 30,000 feet of 1/0 EPR (Ethylene Propylene Rubber) insulated cable and 25,000 feet of 750 MCM cable (1 MCM = 0.51 square millimeters). On February 6, 2019 bids were opened with one supplier submitting the following proposal:

<table>
<thead>
<tr>
<th>Supplier</th>
<th>30,000 feet of 1/0 EPR Cable</th>
<th>25,000 feet of 750 MCM Cable</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Okonite Company</td>
<td>$62,872.13</td>
<td>$145,624.13</td>
</tr>
</tbody>
</table>

Staff reviewed the proposal and deemed that The Okonite Company is the lowest responsive bidder compliant with the approved specifications for the 1/0 EPR cable and is also the lowest responsive bidder compliant with the approved specifications for the 750 MCM cable.

Due to the high-speed manufacturing process of the cable, it is an industry practice to allow a tolerance of +/-10 percent on the length of cable produced and shipped at the cost per feet as specified in the bid.

FISCAL IMPACT: Procurement cost is $208,496.26.

FUNDING AVAILABLE: Included in FY2018/19 Budget Account No. 500.13496.

_______________________________________________
Andrew Keys
Deputy City Manager/Internal Services Director

_______________________________________________
Melissa Price
Interim Electric Utility Director

PREPARED BY: Tim Conn, Electrical Engineer
MP/TC/nb

_______________________________________________
Stephen Schwabauer, City Manager
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE PURCHASE OF MEDIUM VOLTAGE CABLE
FROM THE OKONITE COMPANY, OF SAN RAMON

WHEREAS, in answer to notice duly published in accordance with law and the order of
this City Council, one sealed bid was received and publicly opened on February 6, 2019, at
11:00 a.m., for the purchase of medium voltage cable for the Lodi Electric Utility, described in
the specifications therefore approved by the City Council on December 20, 2017; and

WHEREAS, said bid has been compared, checked, and tabulated and a report thereof
filed with the City Manager as follows:

<table>
<thead>
<tr>
<th>Supplier</th>
<th>30,000 feet of 1/0 EPR Cable</th>
<th>25,000 feet of 750 MCM Cable</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Okonite Company</td>
<td>$62,872.13</td>
<td>$145,624.13</td>
</tr>
</tbody>
</table>

WHEREAS, staff reviewed the proposal and deemed that The Okonite Company is
compliant with the approved specifications for the 1/0 EPR cable and the 750 MCM cable; and

WHEREAS, due to the high-speed manufacturing process of the cable and in
accordance with the common industry practice, a +/-10 percent tolerance on the length of cable
produced and shipped will be allowable at the cost per feet as specified in the bid.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve
the purchase of 30,000 feet of 1/0 EPR cable and 25,000 feet of 750 MCM cable from the sole
bidder, The Okonite Company, of San Ramon, California, in the amount of $208,496.26.

Dated: February 20, 2019

I hereby certify that Resolution No. 2019-____ was passed and adopted by the City
Council of the City of Lodi in a regular meeting held on February 20, 2019 by the following vote:

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

JENNIFER M. FERRAILOO
City Clerk

2019-____
AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Agreement with Reporting Systems Inc., DBA Emergency Reporting, for Application Hosting and Technology Support Services and Authorizing the Fire Chief to Approve Change Orders as Needed ($41,176.30)

MEETING DATE: February 20, 2019

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt Resolution authorizing the City Manager to execute agreement with Reporting Systems Inc., DBA Emergency Reporting, for application hosting and technology support services and authorizing the Fire Chief to approve change orders as needed.

BACKGROUND INFORMATION: Since 1998, the Lodi Fire Department has utilized Firehouse Software, as the provider of the department’s computer aided reports and records management software system. Over the past year, Firehouse Software has become unreliable. Users are unable to log in and get kicked off the system more often than not. Firehouse has not been responsive to our requests to have the issues corrected but have agreed to an early termination of the current contract.

Currently the Lodi Fire Department uses two platforms for incident reporting, Firehouse and Multi EMS Data System (MEDS). By the end of 2019, all agencies participating in the JPA will be transitioning from these two platforms to Emergency Reporting.

Emergency Reporting will provide license and services set forth in the Agreement. The term of the agreement will be for three years with two additional one-year terms. The first year will cost $14,849.90 and each additional year up to four years will be $6,581.60 for a total not to exceed $41,176.30 with an approved Consumer Price Index (CPI) subject to a 3 percent cap and authorizing the Fire Chief to approve change orders as needed.

FISCAL IMPACT: The fiscal impact will be $14,849.90 for the first year and $6,581.60 each year for the next four years.

FUNDING AVAILABLE: 10040001.72369

_________________________
Gene Stoddart, Fire Chief

Attachment

_________________________
STEPHEN SCHWABAUER, CITY MANAGER
AGREEMENT

This Agreement and all Exhibits attached hereto ("Agreement") is made and entered into ("Effective Date") by and between Reporting Systems, Inc., DBA Emergency Reporting, a Washington corporation ("Contractor"), and the City of Lodi, a municipal corporation ("Lodi"). Contractor and Lodi are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." In consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

1. "Acceptance" means Lodi’s acceptance of the Solution in the manner set forth in Exhibits 1, 2, 3, and 4.

2. "Confidential Information" means, with respect to a Party hereto, all information or material which is either (1) marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) known by the Parties or of the type that is typically to be considered confidential and proprietary. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished on or after the Effective Date by one of the Parties or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor, consultant, or subcontractor of either of the Parties or their subsidiaries or affiliates) to the other Party or to its Representatives, and specifically includes but is not limited to Lodi’s individually identifiable Lodi information, Lodi’s customer usage data and financial data, Lodi’s customer information, the Contractor Technology and related Documentation, the Third Party Platform and related Documentation. In addition, Confidential Information includes all documents, including drafts, preliminary drawings or plans, notes, ideas and communications that Lodi provides to Contractor, unless Lodi authorizes, in writing, the release of said information. From time to time in this Agreement, Lodi’s individually identifiable Lodi information, Lodi’s customer usage data and financial data, Lodi’s customer information shall be referred to "City's Customer Data".

3. "Contractor Technology" means all of Contractor’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information and any and all derivatives and modifications thereof) which Contractor shall provide to meet the requirements of Exhibits 1, 2, 3, and 4. Contractor Technology includes any third party technology which is used in or with the Contractor Technology.

4. "Deliverable" or "Deliverables" means a Solution component that includes Implementation Services and is prepared specific for the Project for the delivery of the Solution but does not include the Contractor Technology or the Third Party Platform. Any and all Deliverables must meet the requirements of Exhibits 1, 2, 3, and 4.

5. "Documentation" means with respect to (1) the standard user-oriented instructions and related materials for the use of the Contractor Technology in a form distributed by Contractor generally to its clients, together with updates, modifications and enhancements thereto; and (2) the standard user-oriented instructions and related materials for the use of the Third Party Platform in a form distributed by Contractor generally to its clients, together with updates, modifications and enhancements thereto.

6. "Go-Live" means the date on which the Solution is operating in accordance with the requirements of Exhibits 1, 3, 4, and 5.

7. "Implementation Services" means the services to be provided by Contractor to implement the Solution as further described in Exhibit 1, 2, 3, and 4.


9. "Solution" means the combination of the Contractor Technology and all other associated services and Deliverables that are delivered to meet the requirements of the Exhibits 1, 3, and 4.


11. "Support Services" means the software maintenance and support services to be provided by Contractor after implementation of the Solution as further described in Exhibit 2.

12. "Term" means the term of this Agreement as set forth in Section III.

13. "Third Party Platform" means the software and technology and equipment (and any and all derivatives and modifications thereof) used to provide the Integrated Library Services as described in Exhibits 1, 2, 3, and 4. Third Party Platform includes any third party technology which is used in or with the Third Party Platform.
II. SCOPE OF PROJECT/SOLUTION DELIVERY

A. Contractor shall deliver the Solution in accordance with this Agreement, including, all Exhibits, and Contractor shall not be deemed to have successful delivered the Solution (including, any Deliverable) unless Contractor obtains Acceptance. In connection with the foregoing, the successful completion of the Solution means, at a minimum, that the Solution shall be operating in a production environment processing Lodi's actual data pursuant to the terms of this Agreement.

B. In compliance with all of the terms and conditions of this Agreement, Contractor shall perform the Implementation Services and Support Services. The Fire Chief or designee may elect to delete any portion of the Implementation Services or Support Services; providing no such deletion may adversely impact the ability of Contractor to provide the Solution and Support Services.

C. Contractor shall perform all Implementation Services and Support Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Implementation Services and Support Services. Contractor warrants that all employees and sub-consultants, if any, shall have sufficient skill and experience to perform the Implementations Services and Support Services assigned to them. By performance of the Implementation Services and Support Services, Contractor certifies that the Implementation Services and Support Services conform to the requirements of this Agreement; and all applicable federal, state and local laws. Contractor represents and warrants to Lodi that it has, shall obtain, and shall keep in full force in effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession.

D. Contractor represents and warrants that Contractor: (1) has thoroughly investigated and considered the Solution's performance, Implementation Services, and Support Services to be performed; and (2) has carefully considered how the Solution, Implementation Services and Support Services should be provided. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the provision of such Solution's performance, Implementation Services and Support Services or as represented by Lodi, Contractor shall promptly inform Lodi of such fact and shall not proceed except at Contractor's risk until written instructions are received from Lodi.

E. Neither Lodi nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform Solution, the Implementation Services and Support Services required herein, except as otherwise set forth herein. Except as expressly provided herein and the Exhibits, Lodi shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform the Solution, all Implementation Services and Support Services required herein as an independent contractor of Lodi and shall remain at all times, as to Lodi, a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Lodi. Lodi shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

F. In consideration for the compensation paid to Contractor by Lodi, Contractor agrees that Lodi shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits, and Contractor agrees that it shall not sue or file a claim, petition or application therefore against Lodi or any of its officers, employees, agents, representatives or sureties.

III. TERM; TIME OF PERFORMANCE; AUTHORIZATION TO PROCEED; IMPLEMENTATION PROCESS

A. The Term of this Agreement shall commence on the Effective Date and shall continue for an initial Term of Three Years, unless terminated earlier as set forth in Section XI herein. The Parties may extend this Agreement for up to two (2) additional one (1) year Terms. The Fire Chief or designee is authorized to extend the Term of this Agreement on behalf of Lodi.

B. Contractor shall perform and complete the Solution, Implementation Services, and Support Services in accordance with the Exhibits. The failure of Contractor to strictly adhere to the schedule may result in termination of this Agreement by Lodi.

C. The time period(s) specified for performance of the Implementation Services and Support Services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor,
including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pestilence, and other natural catastrophes, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, government priorities, restraint by court order or public authority and action or non-action by or inability to obtain the necessary authorization or approvals from any governmental agency or authority, and/or acts of any governmental agency, including Lodi, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome, if Contractor shall within ten (10) days of actual or constructive knowledge of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and shall extend the time for performing the Implementation Services or Support Services for the period of the enforced delay. In the event of delay, however caused, Contractor’s sole remedy shall be an extension of the Agreement, pursuant to this Section, and Contractor shall not be entitled to recover damages against Lodi.

C. **Authorization to Proceed.** Contractor shall, upon the Effective Date, commence with the procurement and implementation of the Solution. Lodi’s execution of this Agreement constitutes Lodi’s agreement to the terms herein and authorization for Contractor to commence with the procurement and implementation of the Solution.

D. **Implementation Process.** Each Party shall comply with its respective obligations in connection with the implementation of the Solution as such are further described in the Exhibits.

**IV. FEES**

**A. Fees.**

1. Lodi shall pay Contractor fees totaling Fourteen Thousand, Eight Hundred Forty-Nine Dollars and 90/100 Cents ($14,849.90) for the first year of services, in accordance with the Exhibit 1 ("Implementation Fee"). This Implementation Fee shall cover the Implementation Services described in Exhibits 1, 2, 3, and 4. This Implementation Fee or portions thereof shall be paid within thirty (30) days of Lodi’s receipt of an invoice for those successfully completed tasks listed in the Statement of Work.

2. Contractor shall invoice Lodi for the transactions in the per transaction amounts set forth in Exhibit 2. Lodi shall pay Contractor for those transactions within thirty (30) days of Lodi’s receipt of an invoice. Except as provided in Section IV.A.1, the total fees for the transactions shall not exceed Six Thousand, Five Hundred Eighty-One Dollars and 60/100 Cents ($6,581.60) per Term year ("Annual Amount"). The Transaction fees set forth in Exhibit 4 during the Term in an amount not-to-exceed the Consumer Price Index (CPI) for all Urban Consumer for San Francisco-Oakland-San Jose, California Area, All Items (1982-84=100). The base for the CPI shall be the most recent twelve month period subject to a 3% cap.

3. It is understood by and agreed between the Parties to this Agreement that full and complete payment for the Solution, the Implementation Services, and the Support Services shall not exceed the Implementation Fee for the first year of the Term and the Annual Amount for each year of the Term thereafter.

**B. Change Order.** The Fire Chief or designee is authorized to approve additional expenditures not to exceed Ten Percent (10%) of the Implementation Fee or Annual Amount for Extra Work not included in the Exhibits.

1. Contractor or Lodi may initiate a request for Extra Work through a written request called a Change Order Request. The other Party shall review and approve or reject the Change Order Request in a timely manner. After initial approval of any Change Order Request, the Fire Chief or designee shall review all Change Order Requests, and, so long as the Fire Chief or designee determines in his sole discretion that the Change Order Requests meets the requirements of this Section IV.B., the Fire Chief or designee shall approve it and issue a Change Order for the Extra Work.

2. In no event shall Contractor render Extra Work beyond the Solution set forth in the Exhibits without the prior written authorization of the Fire Chief or designee.

3. All Extra Work approved in writing by the Fire Chief or designee shall be billed at either the rates set forth in Exhibit 2 or at a fixed price, at Lodi’s sole discretion. If billed at a fixed price, Contractor shall provide Lodi with general description of the Extra Work to be performed with a proposed price. At such time as the Fire Chief or designee has approved the Extra Work, has agreed to a fixed price for the Extra Work, and has notified Contractor of such approval and agreement in writing, Contractor shall perform the Extra Work.

4. Except for the authority granted the Fire Chief in this Section, no additional Extra Work beyond that allowed herein shall be rendered by Contractor unless such Extra Work is first approved by written amendment to this Agreement.
5. As used herein, “Extra Work” means any work that is determined by Fire Chief to be necessary for the proper completion of the Project, but which is not included within the Exhibits and which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

C. In addition to the authority granted by Section IV.B. above, the Fire Chief or designee is authorized to approve additional or modified services or functionality not included in the Exhibits, if the Fire Chief or designee determines, in his sole discretion, that these additional or modified services or functionality constitute Cost Neutral Extra Work. If designated by Fire Chief, the Project Manager may approve Cost-Neutral Extra Work in accordance with the requirements of this Section IV.C. Notwithstanding the foregoing, this paragraph does not require approval by Lodi for Contractor to add new functionality to the Contractor Technology as is generally available to their customers.

1. Contractor or Lodi may initiate a request for Cost-Neutral Extra Work through a written request called a Change Order Request. The other Party shall review and approve or reject the Change Order Request in a timely manner. After initial approval of any Change Order Request, the Fire Chief or designee shall review the Change Order Request, and, so long as the Fire Chief or designee determines in his sole discretion that the Change Order Request meets the requirements of this Section IV.C, the Fire Chief or designee shall approve it and issue a Change Order for the Cost-Neutral Extra Work.

2. In no event shall Contractor render Cost-Neutral Extra Work beyond the scope of this Agreement without the written authorization of the Fire Chief or designee.

3. Except for the authority granted the Fire Chief in this Section, no additional Extra Work beyond the scope of this Agreement shall be rendered by Contractor unless such Cost-Neutral Extra Work is first approved by written amendment to this Agreement.

4. As used herein, “Cost-Neutral Extra Work” means any additional or modified services or functionality that is determined by the Fire Chief or designee to be necessary for the proper completion of the Project, but which (1) is not included within the Exhibits; (2) does not impact the Implementation Fee or Annual Amount; and (3) the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

D. All Parties recognize that the continuation of this Agreement after the close of any fiscal year of Lodi, which fiscal year ends on June 30 of each year, shall be subject to budget approval providing for or covering such Agreement items as an expenditure in said budget. Lodi does not represent that said budget item will be actually adopted, said determination being the determination of Lodi’s City Council at the time of the adoption of the budget herein. No penalty shall accrue to Lodi in the event this provision shall be exercised. Should termination be accomplished in accordance with this Section, a settlement shall be negotiated by the Parties based on items delivered, services provided, monies paid and monies due.

V. PROJECT MANAGEMENT

A. Contractor shall designate a Project Manager, who shall coordinate the Solution’s performance, Implementation Services and the Support Services. This Project Manager shall be available to Lodi (on the phone or in person) at all reasonable times during the Term of this Agreement. Contractor will designate a Project Manager within 30 days of the Effective Date of this Agreement. The foregoing Project Manager shall be responsible during the Term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Project. The foregoing Project Manager may not be changed by Contractor without the express written authorization of the Fire Chief or the Project Manager.

B. Any personnel or sub-contractor, if any, who fail or refuse to perform the Implementation Services in a manner acceptable to Lodi, or who are determined by the Fire Chief or designee, in its reasonable sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of Lodi. This removed individual shall be promptly replaced by Contractor. Contractor agrees that any removal of its personnel or sub-contractor shall not excuse Contractor from the timely performance of the Implementation Services. Contractor warrants that it will continuously furnish the necessary personnel to complete the Implementation Services on a timely basis as required by this Agreement.

C. Contractor Project Manager may not be changed by Contractor without the express written authorization of the Fire Chief or designee. At a minimum, Contractor shall notify Lodi, in writing, thirty (30) days prior to the date of the desired substitution.
D. Notwithstanding the foregoing, Contractor shall have the right to remove or reassign personnel upon notice to Lodi if such removal or reassignment is required due to termination of employment, death, or extended illness.

VI. ADMINISTRATION

This Agreement will be administered by the Lodi. The following employees of the Lodi Fire Department shall be authorized to take the following actions pursuant to this Agreement:

A. The Lodi Fire Chief is authorized to take any action on behalf of Lodi as set forth herein in this Agreement, including, but not limited to termination of the Agreement in accordance with Section XI of this Agreement.

B. Ron Penix, Battalion Chief is to be the City of Lodi’s Project Manager; however, Lodi may designate another individual with written notice to Contractor. The Project Manager shall have the power to act on behalf of Lodi for review and approval of all work and services performed by Contractor under this Agreement and approved Cost-Neutral Extra Work. The Project Manager shall not be authorized to approve Extra Work, change billing rates, or terminate this Agreement.

VII. OWNERSHIP; LICENSE

A. Ownership. Contractor shall have and retain sole and exclusive ownership of all right, title and interest in and to the Solution, the Contractor Technology, including ownership of all trade secrets and copyrights pertaining thereto, subject only to the license rights and privileges expressly granted to the Lodi herein. Lodi agrees that Contractor shall have sole ownership of all derivative works and modifications made to the Solution, the Contractor Technology, regardless of whether such modifications are made by Contractor alone.

B. License. In consideration of Lodi’s payment of amounts set forth in Section IV, Contractor grants to Lodi a nonexclusive and nontransferable right and license to use the Solution, the Contractor Technology and the Third Party Platform solely for Lodi’s internal business purposes in accordance with the provisions in this Agreement for the duration of the Term. Lodi agrees that it will not sell, assign, transfer, disclose, sublicense, or otherwise make the Solution, Contractor Technology and the Third Party Platform available to others without the prior written consent of Contractor. Lodi shall not create derivative works of the Solution, Contractor Technology and the Third Party Platform, meaning that the Lodi shall not create any software or other works that are based upon the Contractor Technology and the Third Party Platform or recast, transform or adapt the Solution the Contractor Technology and the Third Party Platform in any manner, except as authorized by this Agreement. Lodi shall not disassemble, decompile or “reverse engineer” the Solution, Contractor Technology and the Third Party Platform for any purpose. All rights not expressly granted to Lodi are reserved by Contractor and its licensors.

VIII. SUPPORT SERVICES

From the Effective Date, Contractor shall provide Support Services as part of its annual maintenance fees, in accordance with Exhibits 1, 3, and 4. Contractor shall provide releases to Lodi as part of Support Services; provided that Lodi is under contract for annual maintenance of the solution.

IX. WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY

A. EXCEPT AS OTHERWISE IN THIS AGREEMENT, CONTRACTOR TECHNOLOGY AND THIRD PARTY PLATFORM, THE IMPLEMENTATION SERVICES, THE SUPPORT SERVICES AND THE SOLUTION IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CONTRACTOR AND ITS LICENSORS AND PAYMENT PROCESSORS. CONTRACTOR AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE CONTRACTOR TECHNOLOGY AND THIRD PARTY PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE CONTRACTOR TECHNOLOGY AND THIRD PARTY PLATFORM WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) CONTRACTOR TECHNOLOGY AND THIRD PARTY PLATFORM WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. The Contractor Technology and Third Party Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Contractor is not responsible for any delays, delivery failures, or other damage resulting from such problems. Lodi represents and warrants that Lodi has not falsely identified itself nor provided any false information to gain access to Contractor Technology or Third Party Platform and that Biller’s billing information is correct.
B. Contractor represents and warrants that any third-party licensors have authorized Contractor to grant licenses or sublicenses to use their products, including but not limited to the Third Party Platform, for use in Contractor's performance of the Solution and Lodi's use in connection therewith.

C. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, WORK STOPPAGE, SYSTEM FAILURE OR MALFUNCTION, LOSS OF DATA OR ANY OTHER DAMAGES OR LOSSES IN CONNECTION WITH THE USE OF CONTRACTOR TECHNOLOGY OR THIRD PARTY PLATFORM, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL NOT APPLY WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION IX.G, XIII, OR XXV BELOW.

D. To the extent permitted by applicable law, except for (a) damages for bodily injury or damage to real or tangible personal property, or loss or theft of money for which consultant is liable, and (b) Contractor obligations under Section IX.G below, Section IX.H below, and Sections XIII and XXV, Lodi's right to recover damages from Contractor in connection with this Agreement, whether such damages are direct or indirect, in contract or in tort, for breach of warranties, failure to perform, infringement of intellectual property rights, loss of profits, special, incidental or other consequential damages arising from Contractor's performance (or failure of performance) under this Agreement shall not exceed the total value of fees payable by Lodi to Contractor for the Solution. Nothing in this paragraph shall be construed as creating a right on the part of Lodi to receive any indirect, special, incidental or consequential damages, except to the extent such damages are expressly mandated by statute.

G. In the event there is a third party claim alleging that Lodi's use of the Contractor Technology or Third Party Platform in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Contractor shall, at its expense, defend Lodi and pay any final judgment against Lodi or settlement agreed to by Contractor on Lodi's behalf; provided that Lodi promptly notifies Contractor of any such claim or proceeding and shall give Contractor full and complete authority, information, and assistance to defend such claim or proceeding. Contractor shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, provided that Contractor shall consult with LFD regarding any settlement of the claim.

H. Contractor represents, warrants, and covenants that (1) it has and will have all rights, titles, license, and intellectual property permissions, and approvals necessary in connection with its performance under this Agreement and to grant LFD the rights hereunder; (2) none of the Contractor Technology or Third Party Platform do or will infringe, violate, trespass or in any manner contravene or breach any patent, copyright, trademark, license, or other property or proprietary right or constitute the unauthorized use or misappropriations of any trade secret of any third party. In the event that the Contractor Technology or Third Party Platform is finally held to be infringing and its use by the LFD is enjoined or Contractor deems that it may be held to be infringing, Contractor shall, at Contractor's election: (1) procure for the LFD the right to continue use of the Contractor Technology or Third Party Platform; or (2) modify or replace Contractor Technology or Third Party Platform so that it becomes non-infringing.

I. The foregoing states Contractor's entire liability, and the Lodi's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to Contractor Technology, or any part thereof, or use thereof.

X. CONFIDENTIALITY/DATA PROTECTION

A. Contractor and Lodi shall each hold the other's Confidential Information in confidence. For avoidance of doubt, Contractor's Confidential Information shall include Contractor's subcontractors' Confidential Information. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Nothing contained in this Agreement shall be construed as granting or conferring any right or license in the Confidential Information or in any patents, software or other technology, either expressly or by implication to the other Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed
by either Party without use of any Confidential Information; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.

B. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties. The obligations of the Parties set forth in this Section are in addition to the obligations of the Parties set forth in any existing confidentiality, non-disclosure or similar agreement or otherwise arising under applicable law. In the event that this Section is in conflict with any provision of an existing agreement covering confidentiality or non-disclosure obligations, the provision that provides stronger protection to the Disclosing Party shall govern.

C. The Receiving Party will treat all Confidential Information, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use the information for Lodi-authorized Project uses. As such, the Receiving Party shall hold in confidence the Confidential Information, and ensure that the Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement. Receiving Party shall not disclose Confidential Information received under this Agreement to any person other than its Representatives who require knowledge of the Confidential Information in furtherance of Lodi-authorized Project uses. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of the Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Contractor nor its Representatives shall use the Confidential Information for any commercial purpose.

D. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party’s sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party’s expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

E. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Receiving Party may have under federal or state law.

F. Contractor acknowledges that although Lodi will endeavor to include in the Confidential Information those materials that are believed to be reliable and relevant, Lodi makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Contractor agrees that neither Lodi nor its Representatives shall have any liability to Contractor or its representatives for use of the Confidential Information.

G. Contractor agrees to provide Lodi with copies of all data, reports, and publications that are produced as a result of having access to Confidential Information.

H. Within two (2) weeks of the termination of this Agreement, each Party will return to the other Party any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of said material, without retaining any copy or duplicate thereof. Contractor shall certify in writing the destruction of the Confidential Information. To the extent permitted by law, and if authorized in writing by the Contractor, Lodi shall promptly destroy any and all electronic and hardcopy versions of the Contractor Confidential Information, as well as any documents consisting of excerpts or portions of the Confidential Information. Lodi shall certify in writing the destruction of the Confidential Information. Lodi may perform an audit of Contractor’s records to confirm the return or destruction of the
Confidential Information at Contractor’s sole cost and expense. Lodi shall have this audit right for three (3) years after the termination of this Agreement.

I. No later than thirty (30) days prior to the expiration or termination of this Agreement, Contractor shall provide Lodi all customer bank account and credit card information. Notwithstanding Section X.H. above, Lodi may retain these records for its use after this Agreement terminates or expires.

J. Contractor may allow its Representatives who are subcontractors or subconsultants to access Lodi’s Confidential Information solely as necessary for Contractor to perform the Services under this Agreement and for no other purpose whatsoever; provided, those Representatives execute a confidentiality agreement offering protections substantially similar to those contained in this Agreement.

K. Contractor shall implement and maintain technical and organizational measures to protect Lodi’s Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in accordance with the highest industry standard and applicable law. Contractor shall adopt and maintain throughout the Term such security measures to encrypt City’s Customer Data and other Confidential Information of Lodi; to help ensure ongoing confidentiality, integrity, availability and resilience of the Services; to help restore timely access to Lodi Confidential Information following an incident; and for regular testing of effectiveness. Contractor shall update or modify its data security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services. Contractor shall ensure compliance with its data security measures described herein by its Representatives to the extent applicable to their scope of performance. Without limiting Lodi’s remedies and notwithstanding anything to the contrary in this Agreement, Contractor shall immediately investigate and remediate any accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access of Lodi’s Confidential Information and take such actions as required by Lodi in connection therewith.

J. This Section shall survive the expiration or earlier termination of this Agreement.

XI. TERMINATION, CANCELLATION OR MODIFICATION

A. This Agreement shall automatically terminate, and the license granted hereunder shall be automatically revoked, at such time as Lodi breaches this Agreement in such manner that adversely impacts Contractor’s proprietary rights in the Contractor Technology and the Third Party Platform and fails to cure such breach upon notice pursuant to Section XI.B below.

B. This Agreement may not be canceled or modified except by the written mutual consent of both Parties or as otherwise provided in this Agreement. If either Party is in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party will have thirty (30) days after notice is given to cure such breach or, if the breach cannot reasonably be cured within thirty (30) days, the breaching party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the breaching party fails to cure, commence to cure in a timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement. In addition to the foregoing, Lodi, at its option, shall be entitled to terminate this Agreement in the event of Contractor’s (1) application for, consent to, or suffering of; the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (2) making a general assignment for the benefit of creditors; (3) being adjudged bankrupt; (4) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (5) suffering or permitting to continue un-stayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor’s assets or of Contractor’s interests hereunder.

C. Lodi may terminate this Agreement at any time without the necessity of cause or default by giving sixty (60) days’ notice in writing to Contractor. In such event, the Parties shall have no further rights hereunder, except that Contractor shall be paid for those unpaid Deliverables that have received Acceptance prior to termination. Contractor may not terminate this Agreement except for cause.

D. Upon any termination or expiration of this Agreement, Lodi’s password and access will be disabled to the Contractor Technology, and Lodi will only be obligated to pay the balance due on Lodi’s account when Lodi is not the defaulting party. Any balance owing to Contractor shall be computed in accordance with Section IV of this Agreement.
XII. SEVERABILITY
In the event that a court of competent jurisdiction holds that a particular provision or requirement of this Agreement is in violation of any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of such law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

XIII. INDEMNIFICATION
A. Contractor agrees to indemnify and hold harmless Lodi, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, arising directly out of Contractor’s (or Contractor’s contractors’ or subcontractors’, if any) negligent acts, errors or omissions in connection with the Project.

B. As respects all acts, errors or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by ISO-based general and automobile liability insurance coverage, Contractor agrees to indemnify, defend (at Lodi’s option), and hold harmless Lodi, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as “Claims”), arising out of or in connection with Contractor’s (or Contractor’s contractors’ or subcontractors’, if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims which arise out of the sole negligence or willful misconduct of Lodi.

C. The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not Lodi, Contractor, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

D. Lodi shall indemnify and hold Contractor, its licensors and Contractor’s, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the customer data infringes the rights of a third party; (ii) a violation by Lodi of its representations and warranties, or the breach by Lodi or Lodi’s users of this Agreement including without limitation incomplete or inaccurate transaction data; or (iii) relating directly or indirectly to Lodi’s or its authorized users’ use of the Solution.

XIV. INSURANCE

Insurance Requirements for IT 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 and disease.

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

Other Insurance Provisions:

(a) **Additional Named Insured Status**

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

(b) **Primary and Non-Contributory Insurance Endorsement**

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

(c) **Waiver of Subrogation**

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

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

(d) **Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company’s liability under the 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.

XV. NOTICES; PARTY REPRESENTATIVES
All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either Lodi or Contractor to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to Contractor:

Reporting Systems, Inc., DBA Emergency Reporting
2200 Rimland Drive, #305
Bellingham, Washington 98226

If to Lodi:

LODI City Clerk
City of Lodi
210 W Elm St
Lodi, California 95240
FAX No. (209) 333-6844
With copies to:

Fire Chief
Lodi Fire Department
210 W Elm St
Lodi, California 95240

The Fire Chief or designee shall act as representatives of the Lodi, and the Project Manager shall act as representative of Contractor with respect to this Agreement. These persons shall have the authority to transmit instructions, receive information, interpret and define policies and make decisions with respect to the Project. Additional and substitute representatives of Contractor and the Lodi may be added by written notice of one Party to the other.

XVI. GOVERING LAW; JURISDICTION; VENUE

This Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of laws. Each Party consents to exclusive jurisdiction and venue in the state and federal courts sitting in San Joaquin County, California. Each Party waives all defenses of lack of personal jurisdiction and forum non-conveniens.

XVII. ENTIRE AGREEMENT

This Agreement and the Exhibits hereto contain the entire agreement of Lodi and Contractor with respect to the matters covered hereby, and no agreement, statement or promise made by either Lodi or Contractor which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. Sections VII, IX and XII through XXXV and those sections which by their terms survive termination of this Agreement.

XVIII. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Contractor and Lodi and their permitted successors and assigns.

XIX. PROGRESS

Contractor is responsible for keeping the Project Manager informed on a regular basis regarding the status and progress of the Deliverables, activities performed and planned, and any meetings that have been scheduled or are desired.

XX. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

The Parties recognize that a substantial inducement to Lodi for entering into this Agreement is the professional reputation, experience and competence of Contractor. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assigned, transferred or encumbered in any way without the prior written consent of Lodi. Any such purported assignment, transfer, encumbrance, pledge, sub-use, or permission given without such consent shall be void as to Lodi. If Lodi approves an assignment or transfer, this Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the permitted successors and assigns of Contractor. Notwithstanding the foregoing, either Party may assign this Agreement to its successor, without the other Party’s consent, in the event of a sale of substantially all of its assets or in the event of a merger pursuant to which substantially all of its assets are transferred to the surviving entity, as long as said successor assumes all liabilities and obligations hereunder.

XXI. SUBCONTRACTING

Except for those subcontractors set forth in the Statement of Work, if any, Contractor shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of Lodi. Contractor shall be fully responsible to Lodi for all acts and omissions of any approved subcontractor. Nothing in this Agreement shall create any contractual relationship between Lodi and subcontractor nor shall it create any obligation on the part of Lodi to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. Lodi is an intended
beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between the subcontractor and Lodi pursuant to this Agreement.

XXII. USE AND OWNERSHIP OF DOCUMENTS AND DATA

A. Lodi shall furnish to Contractor such documents and materials as may be relevant and pertinent to the performance of the contract as Lodi may possess or acquire.

B. All documents and materials furnished by Lodi to Contractor shall remain the property of Lodi and shall be returned to Lodi upon termination of this Agreement, for any reason. Except in the case of the Solution, the Contractor Technology, and the Third Party Platform, a derivative work, improvement or modification thereof, in which case ownership of such shall be with the Contractor, all documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractor, specifically for Lodi in the course of implementing this Agreement, shall become the exclusive property of Lodi, and Lodi shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other Party. Contractor shall, at Contractor’s sole cost and expense, provide such documents and materials to Lodi upon prior written request. All documents or materials prepared or caused to be prepared by Contractor for general use of its clients (in addition to Lodi) in the course of performing the Solution, Implementation Services, or Support Services and which are not the copyright of any other Party or publicly available, including educational materials, any Solution, Contractor Technology (including all copies, modifications, and derivative works thereof, by whomever produced), the Third Party Platform and any other computer applications, shall continue to be the property of Contractor or Third Party Provider, as applicable.

C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by Lodi or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at Lodi’s sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to the documents and materials under this Agreement by Lodi or persons other than Contractor, is waived against Contractor and Lodi assumes full responsibility for such changes unless Lodi has given Contractor prior notice and has received from Contractor written consent for such changes.

D. All Project-related documents will be maintained in electronic versions and hard copies based on Lodi’s requirements. All final version documents will be clearly marked as the “Final” version.

E. All documents, including drafts, preliminary drawings or plans, notes, ideas and communications prepared specifically for the LFD that result from the Deliverables provided under this Agreement, shall be kept confidential by Contractor unless Lodi authorizes, in writing, the release of said information. Notwithstanding the termination of this Agreement, this Section XXII shall survive the expiration or earlier termination of this Agreement.

XXIII. RECORDS

A. Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures and disbursements charged to Lodi, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of Lodi to examine, audit and make transcripts or copies of such records and any other documents created, pursuant to this Agreement, during regular business hours. Contractor shall allow inspection of all work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

B. Notwithstanding Section X and Section XXIII.A of this Agreement, Contractor shall store and maintain each Solution customer payment transaction for a period of seven (7) years from the date of the transaction and shall make this data available to Lodi in the manner requested.

XXIV. WITHHOLDINGS

Lodi may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums and his decision shall be final. Contractor shall be entitled to receive
interest on any withheld sums at the rate of return that Lodi earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

XXV. CONFLICTS OF INTEREST

Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which: (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement; and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by Lodi. Contractor shall indemnify and hold harmless Lodi for any and all claims for damages resulting from Contractor's violation of this Section.

XXVI. COMPLIANCE WITH ALL LAWS

Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Deliverables performed by Contractor shall conform to applicable local, county, state and federal laws, rules, regulations and permit requirements.

XXVII. WAIVER

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

XXVIII. CONFLICTS OR INCONSISTENCIES

In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits, or any other attachments attached hereto, the terms of this Agreement shall govern.

XXIX. INTERPRETATION

Each Party acknowledges that he/she/it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.

XXX. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both Contractor and Lodi and approved as to form by the City Attorney.

XXXI. REMEDIES CUMULATIVE

The remedies given to Lodi and Contractor herein shall be cumulative and are given without impairing any other rights given Lodi or Contractor by statute or law now existing or hereafter enacted and the exercise of any one (1) remedy by Lodi or Contractor shall not exclude the exercise of any other remedy.

XXXII. NO THIRD PARTY BENEFICIARIES

The Parties intend that neither rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.
XXXIII. DISCRIMINATION

Contractor agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, national origin or other prohibited basis in its provision of the Solution, Implementation Services, or Support Services or hiring of subcontractors or employees. To the extent this Agreement provides that Contractor offer accommodations or services to the public, such accommodations or services shall be offered by Contractor to the public on fair and reasonable terms.

XXXIV. AUTHORITY

Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. Contractor shall, at Lodi’s request, deliver a certified copy of its governing board’s resolution or certificate authorizing or evidencing such execution.

XXXV. EXHIBITS

The following Exhibits, attached hereto and incorporated herein by reference, form a part of this Agreement:

- Exhibit 1 – Statement of Work (SOW)
- Exhibit 2 – Emergency Reporting Sales Agreement
- Exhibit 3 – End User License Agreement (EULA)
- Exhibit 4 – Service Level Agreement (SLA)

The order in which the Agreement and Exhibits will be controlling as to the rights, duties, application, definition, and interpretation as follows: (1) Agreement, (2) Exhibit 1, (3) Exhibit 2, (4) Exhibit 3, and (5) Exhibit 4.

[SIGNATURE ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties accept and agree to the terms of this Agreement.

LODI
CITY OF LODI, a municipal corporation

By: ____________________________

Date: ____________________________

ATTEST:

By: ____________________________
Acting City Clerk

Date: ____________________________

CONTRACTOR
REPORTING SYSTEMS, INC., DBA EMERGENCY REPORTING, A WASHINTON CORPORATION

By: ____________________________

Date: ____________________________

APPROVED AS TO FORM:
LODI CITY ATTORNEY

By: ____________________________
Janice Magdich, City Attorney

128485
EXHIBIT 1

STATEMENT OF WORK

[ATTACHED BEHIND THIS PAGE]
Statement of Work
October 22, 2018
# STATEMENT OF WORK - CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>3</td>
</tr>
<tr>
<td>GENERAL ASSUMPTIONS</td>
<td>3</td>
</tr>
<tr>
<td>PROJECT DELIVERABLES</td>
<td>4</td>
</tr>
<tr>
<td>SOFTWARE</td>
<td>4</td>
</tr>
<tr>
<td>SCOPE OF WORK MILESTONES</td>
<td>5</td>
</tr>
<tr>
<td><strong>Milestone 1 – Account Activation / Configuration</strong></td>
<td>5</td>
</tr>
<tr>
<td>Milestone 1 - Definition of Done</td>
<td>6</td>
</tr>
<tr>
<td><strong>Milestone 2 – Onsite Training</strong></td>
<td>7</td>
</tr>
<tr>
<td>Milestone 2 - Definition of Done</td>
<td>7</td>
</tr>
<tr>
<td><strong>Milestone 3 – ERS Interfaces / Integrations</strong></td>
<td>7</td>
</tr>
<tr>
<td>Milestone 3A - Definition of Done</td>
<td>7</td>
</tr>
<tr>
<td>Milestone 3B - Definition of Done</td>
<td>8</td>
</tr>
<tr>
<td><strong>Go Live Prime</strong></td>
<td>8</td>
</tr>
<tr>
<td>Definition of Done</td>
<td>8</td>
</tr>
<tr>
<td>Additional Information - Interfaces / Integrations</td>
<td>8</td>
</tr>
<tr>
<td><strong>EXHIBIT A - LODI FIRE &amp; RESCUE MILESTONE PAYMENT SCHEDULE</strong></td>
<td>9</td>
</tr>
<tr>
<td><strong>EXHIBIT B - LODI FIRE &amp; RESCUE MILESTONE TIMELINE</strong></td>
<td>11</td>
</tr>
<tr>
<td><strong>EXHIBIT C - LODI FIRE &amp; RESCUE DATA IMPORTATION</strong></td>
<td>12</td>
</tr>
<tr>
<td><strong>EXHIBIT D - LODI FIRE &amp; RESCUE SAMPLE 5-DAY TRAINING PLAN</strong></td>
<td>18</td>
</tr>
</tbody>
</table>

## INTRODUCTION

Emergency Reporting is pleased to present the CITY OF LODI FIRE DEPARTMENT (LFD) with a Statement of Work and Contract explaining how our web-based fire/EMS records management and reporting services will successfully support the City’s Fire RMS Needs.
A. The Emergency Reporting system delivers a highly functional, easy to use interface that supports all aspects of fire department operations. The web-based product is delivered through the application of high quality coding standards and continuous improvement by adhering to the Agile software development process. The agile environment produces system enhancements releases every two weeks with no downtime to the customer. The overall system uptime is consistently above 99.9%.

B. Emergency Reporting will use a SaaS (Software as a Service) platform for delivering the proposed fire/EMS records management and reporting services.

C. This Statement of Work ("SOW" or "Statement of Work") in conjunction with the Sales Agreement or Quote, by and between Reporting Systems, Inc. d/b/a Emergency Reporting (Emergency Reporting) and the City of Lodi ("Customer") (collectively, the "Agreement"), describes the services that will be provided in exchange for payment of the amount set forth in the Sales Agreement or Quote.

Subject to the following, Emergency Reporting and its partners, if applicable, will provide services to deliver and support a Fire Records Management System to the Customer.

**GENERAL ASSUMPTIONS**

- Emergency Reporting and Customer will review the SOW and determine a mutually agreeable date for the services to be performed.
- Emergency Reporting is not responsible for the network infrastructure required to gain access to the Software as a Service (SaaS) hosted product offering.
- Emergency Reporting shall have access to Customer project staff. The Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this project.
- Customer shall work with Emergency Reporting to provide the relevant data, documents, plans, reports, and analyses related to the scope of work and responsibilities of this project.
- Customer shall assign a Customer Project Manager to the Project.
- Customer shall have a least one System Administrator available to perform and/or support all Customer Responsibilities and respond to Emergency Reporting requests.
- Customer shall have technical resource(s) and subject matter expert(s) ("SME") available with the skills necessary to perform and/or support all Customer Responsibilities and respond to Emergency Reporting requests.
• After completion of this Project, Emergency Reporting will access the live system only at the Customer’s request or through our Support Ticketing process to explore and resolve issues.
• Emergency Reporting will coordinate and facilitate any discussions with partner vendors and ensure they are available for support as needed.
• Customer shall provide Emergency Reporting with any and all information requested by Emergency Reporting necessary for it to perform its tasks set forth herein.
• If a delay in schedule is caused by a partner vendor or third party, additional services not covered in this SOW may be required.

PROJECT DELIVERABLES

• Emergency Reporting will use a SaaS (Software as a Service) environment for delivering the proposed Fire RMS system.
• Remote Project Management Services: The Project Manager will, at minimum, direct the following activities:
  o Act as a single point of contact for the Customer, including Partner Vendors (if applicable).
  o Determine, with Customer, a mutually agreed-upon schedule, during which project status and issues will be reviewed.
  o Order additional software (if applicable).
  o Resolve any issues that arise during the project implementation by coordinating with appropriate Partner Vendors or Customer resources (if applicable).
  o Process Change Orders (if applicable).
  o Verify Customer activities related to the Statement of Work have been completed in a timely manner.
  o Verify Customer-provided data meets Emergency Reporting specifications.
• Remote Implementation Services as described in the tasks detailed below.

SOFTWARE

• Emergency Reporting
  o Fire & EMS Package (Annual Subscription Fee)
  o Fire & EMS Package (Onetime Setup Fee)
  o Flat File Parser CAD Link (Annual Maintenance Fee)
  o Non-NFIRS Data Import (One-time Data Import Fee)
• Training
SCAPE OF WORK MILESTONES

The Scope of Work for services during implementation include the following. A description of each milestone and “definition of done” follows this list.

Milestone 1 – Account Activation / Configuration

A. Pre-Implementation Meeting

B. Account Activation

C. New Customer Onboarding

D. Data Import, as defined in Exhibit C
   a. NFIRS Data from 2003–2015 (requires NFIRS file format)
   b. Occupancy Information (.csv template)
   c. Hydrant Information (.csv template)
   d. Agency Personnel (.csv template)
   e. Equipment (.csv template)
   f. Apparatus (.csv template)

Milestone 1 - Definition of Done
The following items have been delivered

- Pre-Implementation Meeting completed within 7 days of contract approval

Pre-Implementation Meeting Description - Emergency Reporting will schedule an online meeting to conduct a needs assessment with LFD to help drive configuration, understand existing workflows and processes, rollout planning and account activation. An implementation start shall be mutually agreed upon.

- LFD account is opened and admin access is assigned to Live and Test within 7 days of Pre-Implementation Meeting
Login Access granted to account
Halligan Pro Activated

**Account Activation Description** - Emergency Reporting will activate both a LIVE account for LFD and will prepare the account for population of account information and appropriate configuration.

**NOTE:** All milestones listed correspond to the LIVE account.

- Initial New Customer Onboarding (NCO) call scheduled, not to exceed 30 days from account activation

**New Customer Onboarding Description** - Emergency Reporting will host a webinar session for new customer onboarding. The session will be 3 hours in length and will introduce key users to their respective Modules and general system operation. The session will also be recorded and made available for future viewing.

**Data Import Call initiated** – Email request sent to LFD for data to import. LFD expected to deliver data in the provided format no later than 20 days from receipt of the data call correspondence. It will be at the discretion of LFD to determine which datasets the agency wishes to import into their account (Exhibit C).

---

**Milestone 2 – Onsite Training**

A. Onsite Training – 4-day session

**Milestone 2 - Definition of Done**
4-Day onsite training session completed

---

**Milestone 3 – ERS Interfaces / Integrations**

Emergency Reporting initiated/managed Integrations

A. Logisys CAD Integration
   a. **CONFIGURATION** – Flat File Parser CAD Integration
      i. To be completed within 120 days from contract execution date

**Milestone 3A - Definition of Done**
CAD initiated calls populating in Emergency Reporting

B. Telestaff to Daily Rosters
   a. Requires Telestaff Gateway Manager
   b. CONFIGURATION – Middleware managed/maintained by Emergency Reporting
to Telestaff ROS11 (Roster 11 output)
c. To be completed within 120 days from contract execution date

Milestone 3B - Definition of Done
Daily Roster populating in Emergency Reporting

Go Live Prime

Upon completion of Milestones 1-3, LFD will determine an agency “Go Live” date (Prime) that will include implementation of the Emergency Reporting System with the following interfaces within 150 days of contract execution date:
   a. Logisys CAD
   b. Telestaff

Definition of Done
LFD sets date for “Go Live” prime and Modules to implement at this date. Additionally, incident data from Tiburon CAD (Milestone 3A) will have had up to 30 days to populate incidents in the LFD test account. LFD verifies data meets expectations.

Additional Information - Interfaces / Integrations

Emergency Reporting and Customer will confirm interface needs and expectations as listed in the RFP:

<table>
<thead>
<tr>
<th>Application</th>
<th>Modules - Function</th>
<th>Integrate / Interface</th>
</tr>
</thead>
<tbody>
<tr>
<td>Logisys CAD</td>
<td>Dispatch System</td>
<td>Integrate</td>
</tr>
<tr>
<td>Telestaff</td>
<td>Schedule Management</td>
<td>Integrate</td>
</tr>
</tbody>
</table>
Logisys CAD Data - Emergency Reporting will initiate development of the interface with the Tiburon CAD upon conclusion of the Pre-Implementation meeting. Development, deployment and testing currently takes about 120 days from start to finish.

Telestaff Interface - Emergency Reporting will initiate development of the interface to Telestaff upon conclusion of the Pre-Implementation meeting. Development, deployment and testing currently takes about 45 days from start to finish. LFD must have Kronos Gateway Manager activated in order to complete the interface.

---

**EXHIBIT A - Lodi Fire Department Milestone Payment Schedule**

Payments are prorated to June 30th 2019. Annual Billing to be July 1, 2019

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milestone 1</strong></td>
<td>$6,801.90</td>
</tr>
<tr>
<td>Fire, EMS Package</td>
<td></td>
</tr>
<tr>
<td>Set Up Fee – Fire, EMS Package</td>
<td></td>
</tr>
<tr>
<td>Set Up Fee Flat File Parser CAD</td>
<td></td>
</tr>
<tr>
<td>non-NFIRS Data Import Fee</td>
<td></td>
</tr>
<tr>
<td><strong>Milestone 2</strong></td>
<td>$6,750.00</td>
</tr>
<tr>
<td>ONSITE Training - 4 Days</td>
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</tr>
<tr>
<td><strong>Milestone 3</strong></td>
<td>$1,298.00</td>
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<tr>
<td>CAD Integration</td>
<td></td>
</tr>
<tr>
<td>Telestaff Interface</td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT B - Lodi Fire & Rescue Timeline

### Lodi Fire Department

Select a period to highlight at right. A legend describing the charting follows.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>PLAN START</th>
<th>PLAN DURATION</th>
<th>ACTUAL START</th>
<th>ACTUAL DURATION</th>
<th>PERCENT COMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Date</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Pre-implementation Meeting</td>
<td>7</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0%</td>
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<tr>
<td>Account Activation</td>
<td>14</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Data Import Call Initiated</td>
<td>14</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>New Customer Onboarding</td>
<td>30</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Onsite Training 4 days training-1 day Admin</td>
<td>59</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Cad Integration</td>
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<tr>
<td>Telistaff Integration</td>
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</tr>
<tr>
<td>Go Live</td>
<td>1</td>
<td>90</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
</tbody>
</table>
EXHIBIT C - Lodi Fire & Rescue Data Importation

This process involves reviewing data from the other sources, such as NFIRS, prior RMS and municipal departments. The timeframe of this work is dependent on the speed in which the data is presented to Emergency Reporting for review. Emergency Reporting is not responsible for editing the data or otherwise manipulating the data if it is not in the current required NFIRS format.

Emergency Reporting will provide templates for data that LFD intends to import. Below are the individual elements and character values for importable data:

- NFIRS Data from 2003-2015 (requires NFIRS file format) □ Occupancy Information (.csv template) - Importable Fields:
  - ID (100 characters or less)
  - Category (500 characters or less)
  - Subcategory (500 characters or less)
  - Name (500 characters or less)
  - Address 1 (500 characters or less)
  - Addr # (8 characters or less)
  - Prefix (2 characters or less)
  - Str Name (30 characters or less)
  - Str Type (4 characters or less)
  - Suffix (2 characters or less)
  - Apt / Suite (15 characters or less)
  - City (100 characters or less)
  - State (50 characters or less)
  - Zip (50 characters or less)
  - Bldg # (50 characters or less)
  - Latitude (Valid Decimal)
  - Longitude (Valid Decimal)
  - Phone (50 characters or less)
  - FAX (50 characters or less)
  - Email (100 characters or less)
  - National Grid (30 characters or less)
  - Map Page (50 characters or less)
  - Bus Lic # (100 characters or less)
  - Assessed Value (Valid Decimal)
  - Occupancy Type (500 characters or less)
  - Occupancy Zone (200 characters or less)
  - Station (3 characters or less)
  - No. Of Units (Valid Integer)
- Assess. Parc # (50 characters or less)
- Const. Type (500 characters or less)
- Occupancy Load (Valid Integer)
- Year Built (50 characters or less)
- Critical Infra (100 characters or less)
- Assigned Inspector (500 characters or less)
- Prop Use (50 characters or less)
- Util. Bill. # (50 characters or less)
- Occupancy History (2147483647 characters or less)
- Height (50 characters or less)
- Width (Valid Decimal)
- Length (Valid Decimal)
- No. Of Floors (Valid Integer)
- Basement Present (500 characters or less)
- Sq Feet (Valid Decimal)
- Fire Alarm Panel Loc (500 characters or less)
- Master Key Loc (500 characters or less)
- Time Occupied (500 characters or less)
- Gas LPG Shutoff Loc (500 characters or less)
- Electrical Panel Loc (500 characters or less)
- Other Loc Info (1000 characters or less)
- Exposure Info (1000 characters or less)
- Access Problems (1000 characters or less)
- Building Access (1000 characters or less)
- Ventilation Problems (1000 characters or less)
- Haz Mat Notes (1000 characters or less)
- Pre Plan Notes (1000 characters or less)
- FD Connections (500 characters or less)
- Sprinkler Room Loc (500 characters or less)
- Water Supply Info (1000 characters or less)
- ISOID (100 characters or less)

**Occupancy Contacts (.csv template) - Importable Fields:**

- First Name (50 characters or less)
- Last Name (50 characters or less)
- Contact Type (500 characters or less)
- OccupID (100 characters or less)
- Str Number (8 characters or less)
- Prefix (2 characters or less)
- Strt Name (30 characters or less)
- Str Type (4 characters or less)
- Suffix (2 characters or less)
• Apt / Suite (15 characters or less)
• City (100 characters or less)
• State (50 characters or less)
• Zip (50 characters or less)
• Email (500 characters or less)
• Phone (50 characters or less)
• FAX (50 characters or less)
• Cell (50 characters or less)
• Pager (50 characters or less)
• Office (50 characters or less)
• Home (50 characters or less)
• After Hours (50 characters or less)
• BillingID (32 characters or less)
• Description (2147483647 characters or less)
• Address 1 (500 characters or less)

• Hydrant Information (.csv template) - Importable Fields:
  • Hydrant ID (30 characters or less)
  • Location (100 characters or less)
  • Ports (20 characters or less)
  • Installed Date (mm/dd/yyyy)
  • Installed By (50 characters or less)
  • Manufactured Year (10 characters or less)
  • Replacement Year (10 characters or less)
  • Value (53 characters or less)
  • Color (20 characters or less)
  • Notes (unlimited characters)
  • In Service (1 or 0 characters)
  • Main Size (53 characters or less)
  • Barrel Size (53 characters or less)
  • Valve Location (unlimited characters)
  • Model (50 characters or less)
  • Make (50 characters or less)
  • Type (50 characters or less)
  • Zone (50 characters or less)
  • Status (50 characters or less)
  • Ownership (50 characters or less)
  • Service Responsibility (50 characters or less)
  • Station Number (3 characters or less)
  • District (50 characters or less)
  • Address 1 (200 characters or less)
  • Address 2 (200 characters or less)
• Street Number (8 characters or less)
• Apt or Suite (15 characters or less)
• Latitude (53 characters or less)
• Longitude (53 characters or less)
• Map Page (20 characters or less)
• National Grid (20 characters or less)
• Parcel Number (30 characters or less)
• Street Prefix (50 characters or less)
• Street Name (50 characters or less)
• Street Type (50 characters or less)
• Street Suffix (50 characters or less)
• City (50 characters or less)
• State (50 characters or less)
• Zip (50 characters or less)
• Country (50 characters or less)
• Cross Street Prefix (50 characters or less)
• Cross Street Name (50 characters or less)
• Cross Street Type (50 characters or less)
• Cross Street Suffix (50 characters or less)
• Latitude (Valid decimal)
• Longitude (Valid decimal)
• Map Page (20 characters or less)

• Agency Personnel (.csv template) – Importable Fields:
• Agency Personnel ID (50 characters or less)
• First Name (200 characters or less)
• Middle Initial (50 characters or less)
• Last Name (200 characters or less)
• Rank (200 characters or less)
• DOB (mm/dd/yyyy)
• SSN (50 characters or less)
• Address (500 characters or less)
• City (500 characters or less)
• State (50 characters or less)
• Zip (10 characters or less)
• Email (500 characters or less)
• Work Phone (50 characters or less)
• Home Phone (50 characters or less)
• Driver’s License (50 characters or less)
• Emergency Contact (500 characters or less)
• Emergency Contact Phone (50 characters or less)
• Discipline Notes (2147483647 characters or less)
• Award Notes (2147483647 characters or less)
• General Notes (2147483647 characters or less)
• Shift (50 characters or less)
• TrainingPGRate (53 characters or less)
• WorkingPGRate (53 characters or less)
• EventPGRate (53 characters or less)
• Mailing Address (500 characters or less)
• Mailing City (200 characters or less)
• Mailing State (50 characters or less)
• Mailing Zip (50 characters or less)
• Start Date (mm/dd/yyyy)
• Contact Notes (8000 characters or less)
• System Access (1 or 0 characters)
• Division (100 characters or less)
• EMS Cert Code (50 characters or less)
• State Training ID (20 characters or less)
• ERS Email Opt Out (1 or 0 characters)
• FIPS City Code (36 characters or less)
• State EMS ID (50 characters or less)
• Station (3 characters or less)
• Gender (10 characters or less)

• Equipment (.csv template)
  • Equipment ID (50 characters or less)
  • Equipment Type (50 characters or less)
  • Manufacturer (50 characters or less)
  • Manufacturer Date (Valid Date MM/DD/YYYY)
  • Vendor (200 characters or less)
  • In Service Date (Valid Date MM/DD/YYYY)
  • Actual Cost (Valid decimal)
  • Replacement / Retirement Date (Valid Date MM/DD/YYYY)
  • Serial / Lot Number (150 characters or less)
  • Size (50 characters or less)
  • Model (50 characters or less)
• Estimated Replacement Cost (Valid decimal)
• Category (255 characters or less)
• Subcategory (255 characters or less)
• Notes (8000 characters or less)

• **Apparatus (.csv template)**
  • NFIRS Apparatus Type (50 characters or less)
  • Department Apparatus Name (15 characters or less)
  • Primary Use (50 characters or less)
  • Default Primary Role Of Unit (50 characters or less)
  • NEMSIS Vehicle Type (4 characters or less)
  • EMS Default Unit Service Level (50 characters or less)
  • Vehicle Number (50 characters or less)
  • VIN Number (50 characters or less)
  • Manufacturer (50 characters or less)
  • Year of Manufacture (4 characters or less)
  • Model (50 characters or less)
  • Engine (50 characters or less)
  • Tank Volume (50 characters or less)
  • Pump Type (50 characters or less)
  • Pump Manufacturer (50 characters or less)
  • Vehicle Initial Cost (10 characters or less)
  • Date In Service (50 characters or less)
  • What year do you expect to replace it (4 characters or less)
  • Notes (2147483647 characters or less)
  • Apparatus ID (5 characters or less)
  • Station Number (3 characters or less)
EXHIBIT D - Lodi Fire & Rescue Sample 4-Day Training Plan

Emergency Reporting will deliver a comprehensive training plan via a consecutive five-day onsite session, delivered by Emergency Reporting Trainers. The training plan will focus on basic and advanced use of the system. A sample schedule is depicted below (Modifications to this schedule will be made in cooperation with LFD during the conference call to address specific agency needs and personnel availability):
<table>
<thead>
<tr>
<th>Day 2 - Prevention</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Session 1</strong></td>
</tr>
<tr>
<td>Recommended Audience: Prevention Personnel / Administrators / Chief Officers</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Session 2</strong></td>
</tr>
<tr>
<td>Recommended Audience: Prevention Personnel Administrators Chief Officers</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Session 3</strong></td>
</tr>
<tr>
<td>Recommended Audience: Prevention Personnel Administrators Chief Officers</td>
</tr>
<tr>
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<tr>
<td><strong>Session 4</strong></td>
</tr>
<tr>
<td>Recommended Audience: Prevention Personnel Administrators Chief Officers</td>
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<tr>
<td><strong>Session 5</strong></td>
</tr>
<tr>
<td>Recommended Audience: Prevention Personnel Administrators Chief Officers</td>
</tr>
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</tr>
<tr>
<td><strong>Session 6</strong></td>
</tr>
<tr>
<td>Recommended Audience: Prevention Personnel Administrators Chief Officers</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
In addition to onsite training, Emergency Reporting has other tools and services available to help users and administrators optimize their skills and knowledge of the system. These resources include, but are not limited to the following:

- Train on the administrative roles and responsibilities for the system, including but not limited to reporting, security, CAD link mapping edits and more (outside of this statement of work).

- Extensive “Knowledge Base” resources- Emergency Reporting has created a support platform consisting of video and document resources to help the end-user.
• Explanation of the product development process for system modifications/custom engineering (outside of this statement of work)

• Review online training resources (e.g. Emergency Reporting delivers a twice monthly "Virtual Thursday" training sessions with one of our trainers and/or an industry expert guest on a system function and then posts the webinar recording to the Knowledge Base.)
EXHIBIT 2

EMERGENCY REPORTING SALES AGREEMENT

[ATTACHED BEHIND THIS PAGE]
**Order Form**

**EMERGENCY REPORTING**

**ER Contact Details**
Prepared by: Greg Anderson  
Phone: (801) 935-1822  
Email: greg@emergencyreporting.com  
Fax: (866) 929-6157

**Customer Contact Details**
Account Name: Lodi Fire Department  
Quote Number: 00017065  
Created Date: 11/1/2018  
Expiration Date: 11/30/2018  
Customer Type: New  
Contact Name: Ron Penix  
Phone: (209) 333-6735  
Email: rpenix@lodi.gov  
Ship To: 25 E Pine ST  
Lodi, CA 95240  
United States  
County: SAN JOAQUIN  
Department Type: Career

**Order Summary**

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Code</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Discount</th>
<th>Total Price</th>
<th>Line Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire &amp; EMS Package</td>
<td>CP-1</td>
<td>2.00</td>
<td>$3,108.00</td>
<td>15.00</td>
<td>$5,283.60</td>
<td>Annual Fee</td>
</tr>
<tr>
<td>Fire &amp; EMS Package Setup Fee</td>
<td>CP-S2</td>
<td>2.00</td>
<td>$599.00</td>
<td>15.00</td>
<td>$1,018.30</td>
<td>One-Time Setup Fee</td>
</tr>
<tr>
<td>Flat File Parser CAD Link Annual Fee</td>
<td>FFP-4</td>
<td>1.00</td>
<td>$799.00</td>
<td>4</td>
<td>$799.00</td>
<td>Annual Logsys/Tiburon Interface Fee</td>
</tr>
<tr>
<td>non-NFIRS Data Import Fee</td>
<td>DI-1</td>
<td>1.00</td>
<td>$500.00</td>
<td>1.00</td>
<td>$500.00</td>
<td>One-Time Import Fee</td>
</tr>
<tr>
<td>Onsite Training</td>
<td>48-6</td>
<td>1.00</td>
<td>$7,500.00</td>
<td>10.00</td>
<td>$6,750.00</td>
<td>4 Day Onsite Training (consecutive) 1 Trainer. 3 days training-1 day Admin/Prevention</td>
</tr>
<tr>
<td>TSF-Scheduling Interface</td>
<td>API-11</td>
<td>1.00</td>
<td>$499.00</td>
<td></td>
<td>$499.00</td>
<td>Annual Interface Fee</td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Bill To Name: Lodi Fire Department</th>
<th>Year 1 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill To</td>
<td>Yearly Subscription $4,383.60</td>
</tr>
</tbody>
</table>
| PO Box 3006  
Lodi, CA 95241-1910  
United States | Fees |
| # Years: 5                        | Annual CAD Link $799.00 |
| Payment Schedule: Yearly          | Maintenance Fees $0.00 |
| Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep. |
| Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received. | Annual Vision Fee $0.00 |
|                                   | Annual Safety $0.00 |
|                                   | Analytics Fee $0.00 |
|                                   | One-Time Setup Fees $1,018.30 |
|                                   | Annual Interface Fee $499.00 |
|                                   | Data Import Fee $500.00 |

22
Emergency Reporting, a trade name of Reporting Systems, Inc. ("RSI"), and the above named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

RSI shall perform the following services:

2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by RSI for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, RSI will configure direct submission to the state, if the state prohibits third party submissions, RSI will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI’s internal policies, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated in the RSI Users Policies Manual.
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement, ISP failures are not the responsibility of RSI.
4. Enter emergency response data and all other data into the website per system instructions, support recommendations, and in accordance to the RSI User Policy Manual available on the support page from within Emergency Reporting’s website.
5. Use supported web browsers as listed in the RSI User Policy Manual.

Additional CAD Link Terms & Conditions

RSI shall perform the following services:

1. Web Service CAD Links - Receive CAD interface data to the following address: https://secure.emergencyreporting.com/WSV1.0/Dispatch/CaliCenter.php, RSI reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) installations, RSI shall provide an installed piece of software that processes files as output from CAD and submits the data to RSI. FFP configurations shall conform to sample and specified data as output from CAD; any changes to this format may result in change order fees.
3. Provide ongoing changes and bug fixes, at no additional charge, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to RSI standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI’s internal polices, federal HIPPA regulations and industry practices regarding security.

The Agency shall be responsible for the following:

1. Provide clean, valid data for processing, either via text file (for Flat File Parser installations) or web services (for web services direct installations)
2. For FFP Installations, the Agency shall provide a non-dedicated computer to install the FFP on. The computer shall have access to CAD supplied text files, as well as outbound HTTPS access to the address specified above. The operating system shall be x86 or x64, and shall have an edition of Windows Server 2008 or 2003, and shall have the .net Framework 2.0 or higher installed.
3. Agency shall provide technical staff to assist with installation, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
4. Additional charges from your CAD vendor may apply and should be discussed with that vendor.

Governing Law. The AGENCY agrees that the rights of user and RSI shall be governed by the Laws of the State of California, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in CA State.

Data Ownership. All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by RSI is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation. The AGENCY agrees that any cause of action you may have against RSI must be commenced within (6) six months after the claim arises.

Pricing. The AGENCY agrees to the prices set forth in this agreement, RSI reserves the right to modify AGENCY pricing at the contract renewal date, and will provide 30 day advance written notice of its intent to do so.

Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become affective on the 1st of the following month in which the signed order form is received by RSI.

Copyright. The AGENCY recognizes that the RSI website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of RSI’s technology.

RSI uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of RSI, and agrees to hold RSI, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

Approved as to Form:

JANICE D. MAGDIC
City Attorney

Special Terms & Conditions

Special Order: Account Requires additional XFDID for Investigations.
Pro-Rated Months 4
EXHIBIT 3

END USER LICENSE AGREEMENT (EULA) [ATTACHED BEHIND THIS PAGE]
**EULA (End User License Agreement)**

**IMPORTANT (READ CAREFULLY):** This End-User License Agreement for Emergency Reporting ("EULA") is a legal agreement by and between “you” (either an individual or a single legal entity) and Reporting Services, Inc. d/b/a Emergency Reporting for software product(s) ("SOFTWARE PRODUCT") delivered with this EULA, which includes the computer software, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including any templates, printed materials, and online or electronic documentation. All copies of the SOFTWARE PRODUCT and any Updates of the SOFTWARE PRODUCT, if any, are licensed to you by Emergency Reporting pursuant to the terms of this EULA. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA, which shall take precedence over any other document and shall govern your use of the SOFTWARE PRODUCT, unless Emergency Reporting and you have agreed to a single license agreement with Emergency Reporting that specifically addresses the licensing of the applicable SOFTWARE PRODUCT(s) for a discrete transaction, in which case the signed license agreement shall take precedence and shall govern your use of the SOFTWARE PRODUCT. You agree that this EULA is enforceable against you the same as any written, negotiated contract signed by you. If you do not agree to the terms of this EULA, you are not authorized to, and you shall not, download, install or use the SOFTWARE PRODUCT.

**Emergency Reporting hosting, maintenance services (summary)** - Emergency Reporting (Company) will perform the following services for the City of Lodi Fire & Rescue Department (Agency):

- Collect emergency response data via the site at [https://secure.emergnncyreporting.com](https://secure.emergnncyreporting.com)
- Maintain collected data to standard set by FEMA (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS) version 2.2.1 Gold, NEMSIS 3.4.0 and NEMSIS 3.3.4.

- Provide bug fixes, modifications and maintenance at no additional charge, in order to remain in compliance with NFIRS and NEMSIS data set standards and reporting practices.
Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with Emergency Reporting’s internal policies, HIPAA regulations, and industry practices regarding security.

- Provide access to the website by current browser technology as stated in the RSI Users Policies Manual.

- Provide data backup processes which guard against data loss in the event of catastrophic system failure.

- Guarantee uptime of 99.9%, as calculated on an annual basis.

Correct all software defects for which the vendor is responsible, within a time period agreed upon by the Agency and the Company. The “live system” is always the latest version for all users of the Emergency Reporting system.

1. Delivery and Shipment

1.1. Delivery. The Company shall deliver the Products in accordance by providing account activation upon payment of invoice

1.2. Failure or Delay in Delivery. The Company shall make commercially reasonable efforts to meet the estimated delivery date and or delivery date specified in the SOW but shall not be liable for failure to deliver or for any delay or effort in delivery of the Products. In case the Company cannot meet the estimated delivery date and or delivery date specified in the Information, the Company shall promptly notify the Agency, and discuss in good faith on the appropriate delivery date.

2. Price

2.1. Prices are quoted in Information format and accepted prior to contracting. Price changes will require 60 days advance notice.

3. Payment

3.1. Payment Terms. All fees payable hereunder shall be paid within 30 days of the date of invoice.

3.2. Payment Net of Taxes. The fees do not include any taxes, import or export fees, duties, or similar charges, all of which are the Agency’s responsibility.

4. Term
4.1. This EULA is effective until terminated or until your software subscription or lease expires without being renewed. This EULA may be terminated (a) by you, returning to Emergency Reporting the original SOFTWARE PRODUCT or by permanently destroying the SOFTWARE PRODUCT, together with all copies, modifications and merged portions in any form; (b) by Emergency Reporting, upon your breach of any of the terms hereof or your failure to pay the appropriate license or subscription fee(s); (c) upon your installation of an Upgrade that is accompanied by a new license agreement covering the SOFTWARE PRODUCT Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. You agree upon the earlier of the termination of this EULA or expiration of your software subscription to cease using and to permanently destroy the SOFTWARE PRODUCT (and any copies, modifications and merged portions of the SOFTWARE PRODUCT in any form, and all of the component parts of the SOFTWARE PRODUCT) and certify such destruction in writing to Emergency Reporting.

5. Warranty

5.1. Disclaimer of All Other Warranties. The Agency disclaims to the fullest extent authorized by law any and all warranties, whether express or implied, including, without limitation, any implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for a particular purpose.

6. Ownership of Intellectual Property

6.1. Retention of Rights. The Agency acknowledges and agrees that the Company, its suppliers, partners and licensors (if any), own and shall retain all right, title and interest in and to (a) all intellectual property rights embodied in the Software and Services, including the manufacture and/or production of Products (and all copies and derivative works thereof, by whomever produced), and associated Product documentation; (b) all of the service marks, trademarks, trade names or any other designations, and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights in the Software.

6.2. No Rights Granted. The Agency acknowledges and agrees that this Agreement does not grant to Agency any intellectual property rights in the Products.

6.3. You may not sell, rent, license, lease, lend or otherwise transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion thereof, to another company or entity or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

6.4. You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT.
6.5. You may not and you may not authorize anyone else to, work around any technical limitations in the SOFTWARE PRODUCT.

6.6. You may not, and you may not authorize anyone else to, use, copy, modify, distribute, disclose, license or transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in the EULA.

6.7. You may not, and you may not authorize anyone else to, circumvent any license mechanism in the SOFTWARE PRODUCT or the licensing policy.

6.8. You may not, and you may not authorize or allow anyone else to, use or view the SOFTWARE PRODUCT for purposes competitive with those of Emergency Reporting.

6.9. You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.

6.10. You agree to hold harmless and indemnify Emergency Reporting for any causes of action, claims, costs, expenses and/or damages resulting to Emergency Reporting from a breach by you or any Authorized User granted access by Agency of any of the limitations or prohibited actions set for in this EULA.

7. Trademark

7.1. Use of Trademarks. The Agency may, whether in connection with its own trademarks, use the then current Product names, logos and other marks ("Marks") on the Product and all marketing and promotional material therefore as authorized by Company for all proper purposes in the performance of Agency's duties hereunder.

7.2. Trademark Policies. The Agency's use of such Marks shall be in accordance with Company' policies in effect from time to time, including, but not limited to, trademark usage and advertising policies.

7.3. No Trademark Claims. The Agency shall have no claim or right in such Marks and Agency shall not make any claim or contest the use of any such Mark authorized by Company. Except as expressly authorized in writing by Company, Agency shall not file or attempt to register any Mark or any mark confusingly similar Marks.

8. Confidential Information
8.1. Protection of information. Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information.

8.2. Non-Disclosure and Non-Use. Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.

8.3. Definition of Confidential Information. The term "Confidential Information" includes all material information, written or oral, disclosed or made available to either party, directly or indirectly, through any means of communication or observation.

9. Termination

9.1. Termination without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

9.2. Material Breach. Either party may terminate this Agreement immediately upon the other party's material breach of any term of this Agreement which is not capable of cure.

9.3. Termination on Insolvency. This agreement will terminate immediately upon either party's insolvency, bankruptcy, receivership, dissolution, or liquidation.

10. Limitation of Liability

10.1. Damages. In no event will Company be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages or liabilities whatsoever arising from or relating to the software, the software content or this agreement, whether based on contract, tort (including negligence), strict liability or other theory, even if Company has been advised of the possibility of such damages.

10.2. Maximum Liability. In no event will Company liability exceed the monies paid by the Agency to the Company. The existence of more than one claim will not enlarge or extend this limit.

11.1. **Notice.** Any notices required or permitted shall be given to the appropriate Party at the address specified above, or at such other address as the Party shall specify in writing, and shall be effective upon actual receipt.

11.2. **Assignment.** The parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the party, which shall not be unreasonably withheld.

11.3. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.4. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.5. **Interpretation.** In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

11.6. **Amendments.** No change or modification of this Agreement will be valid unless it is in writing and signed by each party to this Agreement.

11.7. **No Waiver.** A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

11.8. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, United States, without regard to its conflict of laws rules.

11.9. **Compliance of Law.** The parties shall comply with any and all applicable laws, rules and regulations of the governmental authorities concerned.

11.10. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. In the event of a threatened default or default as a result of any of the above causes, the defaulting party shall exercise its best efforts to avoid and cure such default. In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then the nondefaulting party may elect to terminate this Agreement and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting party.
11.11. **Export and Import Controls.** Each party shall be responsible for: (a) complying with all export restrictions, laws and regulations; (b) securing all permits and other licenses necessary to carry out its obligations under this Agreement; and (c) paying all tariffs, duties and the like, associated with its export of any goods or the use of any information in connection with the Products.

11.12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Approved as to Form:

[Signature]

JANICE D. MAGDICH
City Attorney
EXHIBIT 4
SERVICE LEVEL AGREEMENT (SLA)
[ATTACHED BEHIND THIS PAGE]
SLA (Service Level Agreement)

Maintenance coverage gives the end user the rights to any fixes, as well as to any new versions of the product. It also includes unlimited Help Desk calls. Maintenance coverage does not include training, consulting, or upgrade services or support which will be quoted separately when needed.

Emergency Reporting will serve as the first line for all support-related issues, regardless of the product. Our team of (10+) support technicians and Trainers will record any issues in the Emergency Reporting Support ticket system, provided by Zendesk. If it is determined the problem being reported is a problem within partner products offered to the City of Lodi Fire and Rescue Department (LFD), Emergency Reporting staff will quickly contact the partner to aid in resolving any problem.

Emergency Reporting will be responsible for providing the LFD with regular updates as to the progress and status of any reported issue, ensuring prompt response and resolution of the situation. Every issue will be assigned a priority and severity designation reflecting the needs of the specific situation. The frequency of updates will be dictated based on the priority and severity of the issue. When an issue requires expertise outside the scope of the support technician assigned the problem, Emergency Reporting quickly engages the appropriate department or specific personnel to provide the most accurate response in the fastest time possible.

Emergency Reporting’s normal business hours are 6:30 AM Pacific Time – 5:30 PM Pacific Time, Monday through Friday, excluding nationally observed holidays. After-hours support is provided twenty-four hours a day, seven days a week ("24x7"), including holidays and weekends, for critical/production down issues.

We have a comprehensive Disaster Recovery Plan available on request. It meets Federal DIACAP requirements and is being enhanced to meet the Department of Defense Authority to Operate (ATO) requirements. This includes migration to and hosting on Microsoft Azure Commercial and Azure
Government platforms. We are proactive in customer support and data integrity monitoring. We report errors to federal and state authorities as evidenced by our recent submission to the State of Washington regarding ImageTrend’s security vulnerability related to the WEMSIS data repository. We continuously monitor our systems performance and security enabling Emergency Reporting to achieve 99.99% uptime.

Emergency Reporting defined priority levels along with target response and resolution times are listed on the following page.

As the call proceeds from Support to Supervisor to Service Support Manager to CEO, additional ERS resources are committed as needed, up to and including an on-site customer visit coordinated through the LFD, to insure a successful resolution.

Approved as to Form:

JANICE D. MAGDICHS
City Attorney
<table>
<thead>
<tr>
<th>Priority</th>
<th>Problem Description</th>
<th>Response Time</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level One</td>
<td>• Loss of data</td>
<td>M-F, 6:30AM-5:30PM</td>
<td>12 hours – Program code correction or a procedural work around (regardless of time of day reported)</td>
</tr>
<tr>
<td>(Critical)</td>
<td>• Service interruption</td>
<td>Pacific Time – Immediate*</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Data corruption</td>
<td>Other (after hours and holidays) - Within one (1) business hour of notification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Productive use prohibited</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• No workaround available</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Aborts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Example – site down</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level Two</td>
<td>• Primary purpose compromised</td>
<td>M-F, 6:30AM-5:30PM</td>
<td>48 hours – Program code correction or a procedural work around as part of the next available Sprint,</td>
</tr>
<tr>
<td>(High)</td>
<td>• Productive use significantly impacted</td>
<td>Pacific Time – Immediate*</td>
<td>using Agile methodologies for fastest implementation</td>
</tr>
<tr>
<td></td>
<td>• Workaround generally not available</td>
<td>Other (after hours and holidays) – Within three (3) business hours of notification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Example – NFIRS/NEMSIS export capacity broken</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level Three</td>
<td>• Productive, but incomplete operation</td>
<td>M-F, 6:30AM-5:30PM</td>
<td>One week – Procedural workaround dependent upon severity</td>
</tr>
<tr>
<td>(Medium)</td>
<td>• Workarounds generally available</td>
<td>Pacific Time – Immediate*</td>
<td>Program code correction in a future software release</td>
</tr>
<tr>
<td></td>
<td>Example - Idea or concept for desired functionality vs</td>
<td>Other (after hours and holidays) – Within six (6) business hours of notification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>existing functionality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level Four</td>
<td>• Productive, mainly cosmetic in nature</td>
<td>M-F, 6:30AM-5:30PM</td>
<td>One week – Procedural workaround defined if available</td>
</tr>
<tr>
<td>(Low)</td>
<td>• Workarounds or configurable options generally available</td>
<td>Pacific Time – Immediate*</td>
<td>Program code correction in a future software release</td>
</tr>
<tr>
<td></td>
<td>Example - How do I questions or Cosmetic Errors such as</td>
<td>Other (after hours and holidays)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>misspellings</td>
<td>Within six (6) business hours of notification</td>
<td></td>
</tr>
</tbody>
</table>
It is the goal to answer customer calls directly when reported via phone. Responsiveness goals apply in cases where either Party is unable to take the customer call immediately or when the issue is reported through a Reseller’s Customer Support web site.
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
REPORTING SYSTEMS, INC., DBA EMERGENCY REPORTING,
FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT
SERVICES AND AUTHORIZING THE FIRE CHIEF TO
APPROVE CHANGE ORDERS AS NEEDED

========================================================================

WHEREAS, the Lodi Fire Department has utilized Firehouse Software as the provider of
the department’s computer-aided reports and records management software system. Over the
past year, the system has become unreliable. Firehouse has not been responsive to the City’s
requests to have the issues corrected but has agreed to an early termination of the current
contract; and

WHEREAS, the Lodi Fire Department uses two platforms for incident reporting,
Firehouse and Multi EMS Data System (MEDS). By the end of 2019, all agencies participating
in the JPA will be transitioning from these two platforms to Emergency Reporting; and

WHEREAS, Emergency Reporting will provide license and services set forth in the
Agreement. The term of the agreement will be for three years with two additional one-year
terms. The first year will cost $14,849.90 and each additional year up to four years will be
$6,581.60 for a total not to exceed $41,176.30 with an approved Consumer Price Index (CPI)
subject to a 3% cap; and

WHEREAS, staff recommends authorizing the Fire Chief to approve change orders as
needed.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby
authorize the City Manager to execute the three-year Agreement with Reporting Systems, DBA
Emergency Reporting, with two additional one-year terms, for Application Hosting and
Technology Support Services, for a total cost not to exceed $41,176.30 over the term of the
Agreement, including an approved Consumer Price Index (CPI) subject to a 3% cap, and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the Fire
Chief to approve change orders as needed.

Dated: February 20, 2019

========================================================================

I hereby certify that Resolution No. 2019-____ was passed and adopted by the City
Council of the City of Lodi in a regular meeting held February 20, 2019 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2019-____
AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Two-Year Extension to the Professional Services Agreement; and Two Optional One-Year Extensions with The Pun Group, LLP, of Santa Ana, for Auditing Services ($249,772)

MEETING DATE: February 20, 2019

PREPARED BY: Accounting Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a two-year extension Professional Services Agreement; and two optional one-year extensions with The Pun Group, LLP, of Santa Ana, for auditing services in an amount not to exceed $249,772.

BACKGROUND INFORMATION: In March 2018, staff issued a Request for Proposal for audit services. The previous auditors, Macias Gini & O'Connell, LLP, had worked with the City for 15 years.

During the initial request for proposals, staff received seven responses from different auditing firms. The proposals were independently reviewed by a team of five City staff members including the Deputy City Manager, Supervising Accountant, Accountant, Electric Utility Rates & Resources Manager and Parks, Recreation and Cultural Services Director. The proposals were evaluated on the following criteria: General Qualifications, Technical Quality, and Price.

Based upon the evaluation of the proposals, the panel ranked The Pun Group, LLP as the top firm for the City. Council approved a one-year contract with the Pun Group and gave direction that Council have involvement in the subsequent RFP process. During the year-end audit, Council approved Amendment 1 to the contract to conduct additional review on purchasing procedures outside the scope of the original contract. Results for that audit will be brought to Council on March 6, 2019.

On February 6, 2019, staff asked Council for direction on future procurement of auditing services. The City Council’s 4-0 direction to staff was to forgo the RFP process and extend the contract with The Pun Group based on the terms in the initial bid presented by The Pun Group in March of 2018. The Pun Group will honor the terms of the initial bid.

FISCAL IMPACT: Costs for the audit services are included in the City’s proposed Fiscal Year 2019/20 budget and the General Fund Long Range Financial Plan.

FUNDING AVAILABLE: Not applicable.

Melissa Munoz, Accounting Manager

Andrew Keys, Deputy City Manager

APPROVED: __________________________

Stephen Schwabauer, City Manager
CONTRACT AMENDMENT No. 2

The Pun Group, LLP

THIS CONTRACT AMENDMENT No. 2 is made and effective this ____ day of February, 2019, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and The Pun Group, LLP, a California limited liability partnership hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on June 6, 2018 ("Agreement"), and Amendment No. 1 on October 29, 2018 attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the term of the Agreement through and including June 30, 2021, or the completion and presentation of the audits of the Fiscal Years 2018/19 and 2019/20 Compressive Annual Financial Reports and expand the scope of services to the audits of the Fiscal Years 2018/19 and 2019/20. The additional cost will not exceed $162,772 during the extended term of the Agreement.

2. TERM AND COMPENSATION: Contractor and City agree, that at its option, City may extend the term of the Agreement for an additional two (2) one (1) year extensions; provided City gives Contractor no less than thirty (30) days written notice of its intent prior to the expiration of the then existing term. In the event City exercises any option under this paragraph, Contractor's compensation will be equal to the amounts shown in Exhibit A under the optional Fiscal Years 2020/21 and 2021/22, respectively. All other terms and conditions of the Agreement will remain unchanged.

CITY OF LODI, a municipal corporation

______________________________
STEPHEN SCHWABAUER
City Manager

Attest:

______________________________
JENNIFER M. FERRAILO
City Clerk

Approved as to Form:

______________________________
JANICE D. MAGDICH
City Attorney

CONTRACTOR

THE PUN GROUP, LLP

By: _______________________
Title: _____________________
CONTRACT AMENDMENT AGREEMENT

THE PUN GROUP, LLC

THIS CONTRACT AMENDMENT made and effective this 29th day of October, 2018, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and THE PUN GROUP, LLC, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City entered into an Agreement for Professional Services on July 26, 2018 ("Agreement"). Contractor and City now desire to amend the Scope of Services set forth in the Agreement.

2. SCOPE OF SERVICES AND TERM: The Scope of Services under the Agreement shall be amended to add those services set forth in Exhibit A, attached hereto and incorporated herein. The cost for these additional services shall not exceed $8,000. All other terms and conditions set forth in the Agreement, including the term of the Agreement, remain unchanged.

CITY OF LODI, a municipal corporation

[Signature]
STEPHEN SCHWABAUER
City Manager

THE PUN GROUP, LLC

[Signature]
KENNETH H. PUN
Managing Partner

Attest:

[Signature]
JENNIFER M. PERRAILO
City Clerk

Approved as to Form:

[Signature]
JANICE D. MAGDICH
City Attorney
EXHIBIT A
AMENDMENT NO. 1 to PROFESSIONAL SERVICES AGREEMENT
DATED JULY 26, 2018

This Amendment No. 1 is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Lodi ("City"). We will apply certain agreed-upon procedures listed in the attached Schedule A that were specified and agreed to by the City of Lodi for internal controls over the City’s procurement and as further described in Resolution No. 85-173 “Resolution Adopting a Formal Policy and Procedure to Govern Contract Change Orders. Our review for the period of these agreed upon procedures will be from July 1, 2017 to September 30, 2018.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the City and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached Schedule A either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached Schedule A do not constitute an examination or review, we will not express an opinion or conclusion on those agreed-upon procedures. In addition, we have no obligation to perform any procedures beyond those listed in the attached Schedule A.

We plan to begin our procedures on approximately October 29, 2018 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2018.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Management and City Council of the City of Lodi. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the City of Lodi, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the City of Lodi that comes to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the City’s purchasing and as further described in Resolution No. 85-173 “Resolution Adopting a Formal Policy and Procedure to Govern Contract Change Orders, we will disclose those matters in our report.

You are responsible for the internal controls, policies and procedures over procurement and compliance with Resolution 85-173 and that it is in accordance with the City’s policies, procedures, Ordinance, State Statutes and Council Resolutions; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about internal controls over the City’s purchasing and as further described in Resolution No. 85-173 “Resolution Adopting a Formal Policy and Procedure to Govern Contract Change Orders. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

200 East Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Tel: 949-777-8800 • Fax: 949-777-8850
www.pungroup.com
City of Lodi  
Amendment No. 1  
Professional Services Agreement  
Page 2

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management’s responsibility for internal controls over the City’s procurement and as further described in Resolution No. 85-173 “Resolution Adopting a Formal Policy and Procedure to Govern Contract Change Orders in accordance with the City’s

Vanessa Burke is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will be $8,000. You will not be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,

[Signature]

Kenneth H. Pun, CPA, CGMA  
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Lodi.

By: [Signature]  
Title: Accounting Manager  
Date: October 23, 2013
<table>
<thead>
<tr>
<th>Management's Assertions</th>
<th>Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management or governing body has established policies and procedures for purchasing that exceeds established limits according to entity policy. Approval of purchase orders is required for purchases.</td>
<td>Obtain and read a copy of City purchasing policies and procedures established by City Council and City Manager.</td>
</tr>
<tr>
<td>A current purchasing manual defines restrictions on purchases of goods or services from governing body members, employees, or other suppliers that would create a conflict of interest.</td>
<td>Obtain a copy of City’s purchasing manual and conflict of interest policy.</td>
</tr>
<tr>
<td><strong>There is adequate segregation of duties among those who:</strong></td>
<td><strong>Review the City’s process and procedure over procurement to payment for segregation of duties in the following areas</strong></td>
</tr>
<tr>
<td>- Initiate purchase orders.</td>
<td>- Initiate purchase orders.</td>
</tr>
<tr>
<td>- Approve purchase orders.</td>
<td>- Approve purchase orders.</td>
</tr>
<tr>
<td>- Maintain the purchase journal.</td>
<td>- Maintain the purchase journal.</td>
</tr>
<tr>
<td>- Initiate payments.</td>
<td>- Initiate payments.</td>
</tr>
<tr>
<td>- Input purchase orders.</td>
<td>- Input purchase orders.</td>
</tr>
<tr>
<td>Purchase order, receiving report, and invoice are matched and cancelled prior to payment.</td>
<td>Select a random sample of purchase orders throughout the period of July 1, 2017 to September 30, 2018 and compare it against the invoice and payment made, and contract.</td>
</tr>
<tr>
<td>Purchases are reviewed for compliance with requirements of laws and regulations, the governing body, and of funding sources, if applicable (for example, competitive bidding requirements).</td>
<td>Select a random sample of purchase orders throughout the period of July 1, 2017 to September 30, 2018 and review for compliance with the laws and regulations, and funding sources. If competitive bidding requirements.</td>
</tr>
<tr>
<td>Change orders are processed within the scope of the policy and reported to Council as per the policy.</td>
<td>Select a random sample of change orders &gt; 10% of the original contract amount or $5,000 initiated during the period of July 1, 2017 to September 30, 2018. Trace to the minutes of the meeting approving the change order if in excess of $25,000.</td>
</tr>
<tr>
<td>All change orders have the proper authorization and are within the limits of authorization.</td>
<td>For the change orders selected, review for proper authorization and reporting to the City Council in accordance with City policy.</td>
</tr>
<tr>
<td>Change orders are deemed appropriate, do not change the scope of the project, and are within limits of the contract.</td>
<td>For the change orders selected, review for scope of work in the change order and compare to the original scope of work in the contract and are within contractual limits.</td>
</tr>
<tr>
<td>Management reviews the entity’s financial statements on a periodic basis and investigates significant variances from budgets and expected results.</td>
<td>Review a sample of department monthly budgets at June 30, 2018 for services and supply lines. Identify any line items that are greater than budget and inquire with management as to the nature of the expenditure overruns.</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2018-110

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH THE PUN GROUP, LLP, OF
SANTA ANA, FOR AUDITING SERVICES

WHEREAS, the City is required to produce a comprehensive annual financial report; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with The Pun Group, LLP, of Santa Ana, for auditing services, in an amount not to exceed $79,000 for a one-year contract through June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a one-year Professional Services Agreement with The Pun Group, LLP, of Santa Ana, California, for auditing services, in an amount not to exceed $79,000, through June 30, 2019.

Dated: June 6, 2018

I hereby certify that Resolution No. 2018-110 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 6, 2018, by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Johnson, Kuehne, and Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Nakanishi

ABSTAIN: COUNCIL MEMBERS – None

JENNIFER M. FERRAILO
City Clerk

2018-110
AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on __July 26__, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter “CITY”), and The Pun Group, LLP, a California limited liability partnership (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 Auditing Services (hereinafter “Project”) as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2018 and terminates upon the completion of the Scope of Services or on June 30, 2019, whichever occurs first.
ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination
In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any 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: Andrew Keys, Deputy City Manager

To CONTRACTOR:  
The Pun Group, LLP  
200 E Sandpointe Ave., Suite 600  
Santa Ana, CA 92707  
Attn: Kenneth H. Pun, Managing Partner

Section 4.9  Cooperation of CITY

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

Section 4.10  CONTRACTOR Is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.
Section 4.15 Captions
The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification
This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail
All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability
The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents
All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

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

Section 4.20 Authority
The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions
☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.
IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

JENNIFER M. FERRAIOLA
City Clerk

STEPHEN SCHWABAUER
City Manager

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

THE PUN GROUP, LLC, a California limited liability partnership

By:

Name: KENNETH H. PUN
Title: Managing Partner

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

Funding Source:

(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015
Scope of Work

The Firm is requesting an opinion as to the fair presentation of its basic financial statements in accordance with generally accepted accounting principles (GAAP) and applicable laws and regulations. These audits are to be performed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted Government Auditing Standards (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of U.S. Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-Profit Organizations and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

To accomplish this task, the Firm will:

- Perform an audit of all funds of the City. The audit will be conducted in accordance with Generally Accepted Government Auditing Standards. The CAFR will be in full compliance with all current GASB pronouncements.
- Provide assistance in meeting the requirements for the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting".
- Prepare a Single Audit Report which will include the following:
  - Report on compliance and on internal control over financial reporting based on audit of financial statements performed in accordance with Government Auditing Standards.
  - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments", and the Single Audit Act of 1984 (Public Law 98-502).
  - Schedule of Expenditures of Federal Awards.
  - Notes to Schedule of Expenditures of Federal Awards.
  - Schedule of Findings and Questioned Costs.
  - Any other required schedules or reports.
  - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.

- Perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
- Issue a separate "management letter" that includes recommendations for improvements on internal control, accounting procedures and other significant observations that are considered to be no reportable conditions. Management letters should be addressed to the City Manager.
- Provide assistance in the implementation of applicable GASB pronouncements not yet in effect.

The Firm will be available for consultation by phone on accounting and financial issues during the year at no extra cost. The Firm will also serve as auditor for certain addition projects and studies as may be deemed necessary by the City.

The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: (a) City Manager; (b) Internal Services Director/Deputy City Manager; and (c) City Attorney.

Supplemental reports, audits, or agreed-upon procedures must be added in a written agreement prior to commencing audit work. The Firm and the City will discuss and approve the scope and associated costs of these tasks.

The Firm will retain, at its own expense, all working papers and reports for a minimum of (7) seven years, unless the City notifies the Firm in writing of the need to extend the retention period. Upon request, the Firm will make working papers available to the City or other governmental agencies included in the federal or state grant audits.

The Firm will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

Objectives of Our Services

Our primary objective for the proposed audit is to examine the City's financial statements and express our opinion on their fairness of presentation, in accordance with generally accepted accounting principles. Other objectives that will benefit the City include the following:

- To offer beneficial observations and recommendations about policies and procedures for accounting and operating controls
- To identify opportunities to make City operations more efficient and reduce costs
- To perform the audit efficiently and effectively, so disruption to office operations is minimized
- To provide continuing advisory services so the City can implement recommendations
- To meet these objectives at no additional cost to the City

The Engagement Team will perform the audit in accordance with the Firm's quality-control procedures, which include following standard audit programs, careful planning, using industry-standardized software for auditing and internal control documentation, and welcoming an objective review of audit work.

The Firm will supply portable computers to the onsite staff members.

Our audit approach emphasizes careful planning, open communication, and proper assignment of responsibilities. This method ensures that audit requirements will be met with minimal disruption of the City's daily operations, and that the audit will proceed efficiently with full understanding between the Engagement Team and the City.
Proposed Segmentation of the Engagement and Proposed Timeline

The audit will be performed in four phases.

Initial Planning Meeting | During a mutually acceptable time frame, normally May/June of each year.

The Engagement Partner and Manager will meet with City's Management to get up to speed with City policies and procedures, establish any specific requirements Management may have, identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement.

Interim | May commence August/September of each year.

The Engagement Team—including the Engagement Partner—will assess accounting policies adopted by the City, obtain an understanding of the City and its operating environment, review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal control, perform preliminary analytical procedures, develop initial risk assessment, evaluate Single Audit compliance (if needed), identify any audit issues, and prepare confirmation correspondence. The Engagement Team and City Management will establish expectations including responsibilities and assignments for the year-end audit, and will hold a progress status meeting at the end of the interim phase.

Year-End | May commence by October of each year.

The Engagement Team—including the Engagement Partner—will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform preliminary analytical procedures, search for unrecorded liabilities, perform substantive analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The Engagement Team and City Management will hold an exit conference at the end of the Year-End phase. Periodic update meetings will be held to communicate audit progress to management.

Reporting | Draft copies of reports will be provided by early November of each year; Final reports and management letter will be provided no later than November 15th of each year. Reports will be available for December 1st Council meeting.

The Firm will review and prepare audit reports and perform quality control procedures in accordance with the Quality Control Standards issued by the AICPA. We will also review reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be issued in a letter to Management. At the City’s request, the Engagement Partner and Manager will present the audit to the City’s governing body.

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal City circumstances causes delays in the audit.

Level of Staff and Number of Hours to be Assigned to Each Proposed Segment of the Engagement

The Pun Group, LLP understands that the City is not only looking to employ our auditing services, but is also seeking to receive value within that professional relationship. We believe that our value is derived from our in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize "employ”, because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature, from various government entities and cities to develop an effective plan for all major areas.

Example of Major Areas (not limited to):
- Audit of the City’s financial statements and the related notes to financial statements
- Single Audit procedures and required reporting (if applicable)
- Agreed-upon procedures on Appropriations Limit calculation
- Communication with those charged with governance
- Internal Control and Management Letters (If applicable)
Total Hours:

<table>
<thead>
<tr>
<th>Staff Classification</th>
<th>Estimated Hours Annually</th>
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</thead>
<tbody>
<tr>
<td>Partners</td>
<td>78</td>
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<tr>
<td>Managers</td>
<td>114</td>
</tr>
<tr>
<td>Supervisory</td>
<td>129</td>
</tr>
<tr>
<td>Senior Accountants</td>
<td>152</td>
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<tr>
<td>Staff Accountants</td>
<td>261</td>
</tr>
<tr>
<td>Clerical</td>
<td>8</td>
</tr>
<tr>
<td><strong>Total Annual Hours:</strong></td>
<td><strong>760</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hours by Audit Phase</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I - Planning</td>
<td>76</td>
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<tr>
<td>Phase II - Interim</td>
<td>228</td>
</tr>
<tr>
<td>Phase III - Year End</td>
<td>298</td>
</tr>
<tr>
<td>Phase IV - Reporting</td>
<td>190</td>
</tr>
<tr>
<td><strong>Total Annual Hours:</strong></td>
<td><strong>760</strong></td>
</tr>
</tbody>
</table>

Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for the sample in such a way that we can reasonably expect the sample to be representative of the relevant population and likely to provide the auditor with a reasonable basis for conclusions about the population.

Extent of Use of On-Site Automated Systems in the Engagement

Our Firm uses two powerful software applications in our audit: CaseWare IDEA, which is a data mining software, and MindBridge, which is an artificial intelligence audit tool. We deploy these tools to allow our audit teams to increase efficiency in the process, to enhance the existing quality of our work, and to quickly assimilate large amounts of data your staff would normally be asked to gather. The tools also help us meet our professional requirements regarding fraud and internal control. The benefit to you is we:

- Conduct more efficient and effective audits, while improving audit quality
- Increase the value of audit findings with complete, 100% data coverage
- Identify risk and control issues before they impact your business
- Improve productivity by automating procedures and eliminating manual tasks

Our engagement team can easily import data from the City’s financial software and extract useful data for the purpose of testing and analytical procedures particular in the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes
Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures are one of many financial audit processes which help an auditor understand the client's operation and changes in the environment, and to identify potential risk areas to plan other audit procedures. Analytical Procedures includes comparison of financial information on prior periods, budget, forecast, and industry benchmark. We use trend and ratio analysis to identify any uncertain or unusual events. In order to perform these analysis, our firm performs a survey of cities and counties and develops benchmarks on certain key financial indicators, such as cost of services to tax revenues ratios, average general fund balance, capital assets, debt per capital, general fund unassigned fund balance to total general fund expenditures, etc. Our staff members have previous experience in successfully Implanting analytical procedures to the City's benefit.

Analytical procedures are performed at three stages of audit: at start, in middle and at end of audit. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- Risk assessment procedures are used to assist the auditor to better understand the business and to plan the nature, timing and extent of audit procedures.

- Substantive analytical procedures are used to obtain evidential matter about particular assertions related to account balances or classes of transactions. During interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.

- Final analytical procedures are used as an overall review of the financial information in the final review stage of the audit. The Engagement Partner and Manager will perform a high-level analytical review of the financial information comparing the financial data for both quantitatively and qualitatively, to ensure the amount presented in the financial statements are fairly presented in all material respect.

Approach to be Taken to Gain and Document an Understanding of the City's Internal Control Structure

Audit risk assessment to be established by an internal control review, combined with the Engagement Team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the Engagement Team to evaluate the City's systems and controls and to provide constructive feedback to City Management.

During our initial planning phase of the audit, our engagement team, including the Engagement Partner and Manager will obtain an understanding of the entity and its environment. This is an essential aspect of performing an audit in accordance with generally accepted auditing standards. In particular, that understanding establishes a frame of reference within which the auditor plans the audit and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the audit.

During interim phase of the audit, our Engagement Team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, and payroll and related liabilities, etc. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After obtaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

The form and extent of this documentation is influenced by the size and complexity of the entity and the nature of the entity's accounting and internal control systems. Generally, the more complex the entity's accounting and internal control systems and the more extensive the auditor's procedures, the more extensive our documentation will need to be.
Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and pertinent contracts—to ensure that we conduct audits in accordance with applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, etc.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most transactions are tested as part of the Interim phase, we cannot determine which grants to test for the Single Audit until the Year-End phase of audit.

Our compliance audits of cash, investments, debt covenants, and other areas are performed in accordance with the California Government code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we follow the AICPA’s Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

List of Schedules/Tables to be Prepared By the City to Assist in the Conduct of Fieldwork

A sample of "PBC" list can be found on the Appendices section of this proposal.

GASB Implementation Specialist

Gary M. Caporicci, the Firm’s GASB Implementation Specialist, is an appointed member to the State Retirement Advisory Committee by the State Controller and has tremendous expertise in assisting clients with the implementation of GASB pronouncements.

For more than 40 years, Mr. Caporicci has successfully provided professional auditing, accounting, financial reporting and management advisory/consulting services to a broad spectrum of governmental entities.

Caporicci is a leader in the new GASB standards going into effect in the coming years. He will actively assist the City during the process of implementation and compliance related to new accounting standards.

Client Training Seminar

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. The day-long session—held in Danville, Clovis and Orange County—qualifies for eight hours of CPE.

Participants of this year’s training seminar will receive a high-level examination of numerous technical issues, including the following:

- GASB Updates
- Government Auditing Standards and Single Audit Updates
- Survey of Cities and Counties
- Implementation of the New OPEB Standards
- Public Sector Employee Benefits 2018: Big Ticket Items That Finance Directors and Staff Need to Plan for

Importantly, all of our clients are invited to attend the Pun Group, LLP client training seminar FREE OF CHARGE.
Identification of Anticipated Potential Audit Problems

While we do not expect any problems with the audit, we will carefully investigate and monitor the following relevant accounting issues:

Investments:
- Compliance with GASB 31 and GASB 34
- Authorization and approval process for City investments
- Controls to assure City's compliance with investment limitations and types of specific investments
- Monitoring by the City of its investments

Financial Reporting:
- CAFR compliance with current reporting and disclosure requirements issued by GASB
- CAFR eligibility for financial reporting conformance awards issued by GFOA
- Compliance with the various GASBs in effect
- Perform valuations of OPEB benefits to determine the liability for all benefits promised to active, retired, and inactive plan members as of each valuation date
- Compliance with Governmental Accounting Standards Board (GASB) Statements 74 and 75
- Compliance with infrastructure obligations and regulatory provisions

Internal Control Structure:
- City's internal control functions and compliance with proper internal control philosophies
- Computer-system processes and controls, and adequacy of the control environment

Over the period of the engagement, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to the following new and upcoming pronouncements, and any others that become effective during the proposal period, in order to determine proper implementation procedures:

- GASB 72 – Fair Value Measurement and Application
- GASB 73 – Accounting and Financial Reporting for Pensions and Related Assets That Are Not Within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68
- GASB 74 – Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans
- GASB 75 – Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions
- GASB 76 – The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments
- GASB 77 – Tax Abatement Disclosures
- GASB 78 – Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans
- GASB 79 – Certain External Investment Pools and Pool Participants
- GASB 80 – Blending Requirements for Certain Component Units—an amendment of GASB Statement 14
- GASB 81 – Irrevocable Split-Interest Agreements
- GASB 82 – Pension Issues—an amendment of GASB Statements No. 67, No. 68, and No. 73
- GASB 83 – Certain Asset Retirement Obligations
- GASB 84 – Fiduciary Activities
- GASB 85 – Omnibus 2017
- GASB 86 – Certain Debt Extinguishment Issues
- GASB 87 – Leases
Cost Proposal

We are committed to the performance of a high quality audit at the most reasonable fee level possible, both initially and throughout the engagement. Also, our partners will provide advice and consultation as needed, at no additional cost to the Error! Reference source not found.

Certification

Name of Firm: The Pun Group, LLP
Certified Public Accountants and Business Advisors
(949) 777-8801

Contact Name: Kenneth H. Pun, CPA, CGMA
Contact Telephone Number: ken.pun@pungroup.com

I, the undersigned, certify I am duly authorized to represent the above named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the Error! Reference source not found., on behalf of the above named firm.

[Signature]

April 30, 2018

Date

Kenneth H. Pun, CPA, CGMA | Managing Partner
The Pun Group, LLP

Total All-Inclusive Maximum Price

Following are our total fixed fees for Error! Reference source not found.,

<table>
<thead>
<tr>
<th>Services</th>
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<th>2012/13</th>
<th>2013/14</th>
<th>2014/15</th>
<th>2015/16</th>
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<tr>
<td>City Audit and Related Reports</td>
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<td>$67,100</td>
<td>$67,100</td>
<td>$67,100</td>
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<tr>
<td>Single Audit and Related Reports (1 Major Program)</td>
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<td>$4,000</td>
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<tr>
<td>CANN Appropriation Limit (AUP)</td>
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<td>$10,200</td>
<td>$10,404</td>
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<td><strong>Total Cost</strong></td>
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<td>$73,292</td>
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</tr>
</tbody>
</table>

*The Single Audit fees are based on (1) one major program. If the Error! Reference source not found. applies for additional funding subsequent to the preparation of this proposal, the fee to audit additional major programs will be $4,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City’s Management before starting Single Audit work.
### Cost Breakdown
Schedule of Professional Fees and Expenses for the Audit of the 2017/18 Financial Statements

<table>
<thead>
<tr>
<th>Services:</th>
<th>Hours</th>
<th>Standard Hourly Rate</th>
<th>Quoted Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
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<td>$250.00</td>
<td>$250.00</td>
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<tr>
<td>Managers</td>
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<td>$200.00</td>
<td>$200.00</td>
<td>$22,800.00</td>
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<tr>
<td>Supervisory Team</td>
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<td>$175.00</td>
<td>$175.00</td>
<td>$22,575.00</td>
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<tr>
<td>Senior Auditors</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>$123,100.00</strong></td>
</tr>
</tbody>
</table>

Total for Services Described in Section II of the RFP: **$123,100.00**

**Out-of-Pocket Expenses:**
- Meals and Lodging: Included
- Transportation: Included
- Executive Time for Research and Assistance: Included
- **Less Professional Discount:** $44,100.00

**Total all-inclusive maximum price for the 2017-18 audit:** **$79,000.00**

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### Schedule of Professional Fees and Expenses for the Audit of the 2018/19 Financial Statements

<table>
<thead>
<tr>
<th>Services:</th>
<th>Hours</th>
<th>Standard Hourly Rate</th>
<th>Quoted Hourly Rate</th>
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<td>$22,575.00</td>
</tr>
<tr>
<td>Senior Auditors</td>
<td>152</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$22,800.00</td>
</tr>
<tr>
<td>Staff Auditors</td>
<td>281</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$35,125.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>8</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$800.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$123,100.00</strong></td>
</tr>
</tbody>
</table>

Total for Services Described in Section II of the RFP: **$123,100.00**

**Out-of-Pocket Expenses:**
- Meals and Lodging: Included
- Transportation: Included
- Executive Time for Research and Assistance: Included
- **Less Professional Discount:** $42,550.00

**Total all-inclusive maximum price for the 2018-19 audit:** **$80,550.00**
Schedule of Professional Fees and Expenses for the Audit of the 2019/20 Financial Statements

<table>
<thead>
<tr>
<th>Services</th>
<th>Hours</th>
<th>Standard Hourly Rate</th>
<th>Quoted Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>76</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Managers</td>
<td>114</td>
<td>$200.00</td>
<td>$200.00</td>
<td>$22,800.00</td>
</tr>
<tr>
<td>Supervisory Team</td>
<td>129</td>
<td>$175.00</td>
<td>$175.00</td>
<td>$22,575.00</td>
</tr>
<tr>
<td>Senior Auditors</td>
<td>152</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$22,800.00</td>
</tr>
<tr>
<td>Staff Auditors</td>
<td>281</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$35,125.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>8</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$800.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$123,100.00</td>
</tr>
</tbody>
</table>

Total for Services Described in Section II of the RFP $123,100.00

Out-of-Pocket Expenses:

- Meals and Lodging: Included
- Transportation: Included
- Executive Time for Research and Assistance: Included

Less Professional Discount $ (40,900.00)

Total all-Inclusive maximum price for the 2019-20 audit $ 82,200.00

Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates

The Firm’s policy is to maintain flexible billing rates in order to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb all costs required to familiarize ourselves with the operations and accounting systems, as well as, travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the extent of our Firm. Reference source not found. These costs will also be absorbed by the Firm.
Rates for Additional Professional Services

Below is the Firm's standard hourly billing rates, delineated by staffing levels:

<table>
<thead>
<tr>
<th>Auditor's Standard Hourly Billing Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Partner(s)</td>
</tr>
<tr>
<td>Senior Manager(s)</td>
</tr>
<tr>
<td>Manager(s)</td>
</tr>
<tr>
<td>Supervisor(s)</td>
</tr>
<tr>
<td>Senior Accountant(s)</td>
</tr>
<tr>
<td>Staff Accountant(s)</td>
</tr>
<tr>
<td>Clerical</td>
</tr>
</tbody>
</table>

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work. The Firm and the City will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above quoted hourly rates.

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the Error! Reference source not found., at the rates outlined in the Total All-Inclusive Maximum Price section, in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

<table>
<thead>
<tr>
<th>Work Performed</th>
<th>% of Proposal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Planning</td>
<td>10%</td>
</tr>
<tr>
<td>For Interim work</td>
<td>40%</td>
</tr>
<tr>
<td>For Year-End work</td>
<td>40%</td>
</tr>
<tr>
<td>At Presentation and Acceptance of Final Reports</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>
Insurance Requirements for Contractor. The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
   - $1,000,000 Ea. Occurrence
   - $2,000,000 Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
   - $1,000,000 Bodily Injury - Ea. Person
   - $1,000,000 Bodily Injury - Ea. Occurrence
   - $1,000,000 Property Damage - Ea. Occurrence

3. **PROFESSIONAL ERRORS AND OMISSIONS**
   - Not less than $1,000,000 per Claim. Certificate of Insurance only required.

NOTE: 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.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) **AdditionalNamed Insured Endorsement**
   - Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(b) **Primary Insurance Endorsement**
   - Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) **Solvency of Insured Exclusion**
   - 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.

(d) **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 W. Pine St., Lodi, CA 95240.

Compensation Insuring. The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is subcontracted, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall causesuch each subcontractor to provide insurance for the protection of such employees. A waiver of subrogation is required for workers compensation insurance. 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 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificates is received by the City.
<table>
<thead>
<tr>
<th>Info</th>
<th>Contract Number</th>
<th>Project Number</th>
<th>Project Name</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Pun Group, Auditing Services</td>
<td>Local Dev</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| General Liability | 03/01/2018 – 03/01/2019 | Policy: 680765592120 18 | Insurer: | 
|                  |                         |                           |            | 
| Automobile Liability | 03/01/2018 – 03/01/2019 | Policy: BAG7670318 | Insurer: | 
|                  |                         |                           |            | 
| Excess | 03/01/2018 – 03/01/2019 | Policy: CUP004H25314818 | Insurer: | 
|                |                         |                           |            | 
| Workers Compensation | 03/01/2018 – 03/01/2019 | Policy: U83K653401642G | Insurer: | 
|                |                         |                           |            | 
| Professional/Liability | 03/01/2018 – 03/01/2019 | Policy: UAC4207440 | Insurer: | 
|                |                         |                           |            | 

Requested Documents

Susan Bjork
Supervising Budget Analyst
City of Lodi
(209) 333-8800 x 2888
CERTIFICATE OF LIABILITY INSURANCE
Printed On: June 5, 2018

Agent: Wood Gutmann & Bogart
Company: The Pun Group
Contact: Connie Jones
Phone: (714) 505-7000
Email: connie@wgbib.com
Address: 15901 Red Hill Ave #100
City: Tustin, CA 92780

Insured:
Company: The Pun Group
Contact: Kenneth Pun
Phone: 
Email: Ken.Pun@pungroup.com
Address: 
City: 

General Liability
Carrier Company: travelers casualty insurance of america
Common Gen Liability: checked
Claims Made: Policy Number: 6807G592120
Effective Date: 03/01/2018
Occurrence: checked
Expiration Date: 03/01/2019
Aggregate Limit Applies Per:
Policy
Deductible:
Retention:
18 Each Occurrence: $2,000,000
Fire Damage (any one fire): $300,000
Med.Exp (any one person): $5,000
Personal/adv Injury: $2,000,000
General (Aggregate): $4,000,000
Products-comp/op Agg: $4,000,000

Automobile Liability
Carrier Company: travelers casualty insurance of america
Any Auto Liability: Policy Number: BA8G7670318
Combined Single Limit (Ea Accident): $1,000,000
All Owned Autos:
Effective Date: 03/01/2018
Expiration Date: 03/01/2019
Scheduled Autos:
Hired Autos: checked
Non-Owned Autos:

Excess
Carrier Company: Travelers Property Casualty Co of Amer
Occurrence: checked
Policy Number: CUP004H25314818
Effective Date: 03/01/2018
Expiration Date: 03/01/2019
Deductible:
Retention:
Each Occurrence: $1,000,000
Aggregate: $1,000,000

Workers Compensation
Carrier Company: Travelers Property Casualty Co of Amer
Policy Number: UBSK6534011842G
Effective Date: 03/01/2018
Expiration Date: 03/01/2019
E.L. Each Accident: $1,000,000
E.L. Disease - Ea Employee: $1,000,000
E.L. Disease - Policy Limit: $1,000,000

Professional Liability
Carrier Company: Argonaut Insurance Company
Policy Number: IAC4207440
Limit: $1,000,000
Effective Date: 03/01/2018
Expiration Date: 03/01/2019

Loan/Job Number: 
Job Name: The Pun Group - Auditing Services

Description of operations, Locations/Vehicles/Special Items:
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.

Certificate Holder:
City of Lodi
Beverly Jensen
bjensen@lodigov

Authorized Representative:
Connie Jones
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE PUN GROUP, LLP, OF SANTA ANA, FOR AUDITING SERVICES; AND FURTHER AUTHORIZING UP TO TWO ONE-YEAR EXTENSIONS

WHEREAS, the City is required to produce a comprehensive annual financial report; and

WHEREAS, the Pun Group, LLP has conducted the City’s Fiscal Year 2017-18 audit under difficult circumstances, including a shortened timeframe; a new City of Lodi Accounting Manager; and an Accountant and Supervising Accountant, both with less than one year experience; and

WHEREAS, despite these challenges, the Pun Group, LLP, has conducted a thorough, complete, and deep analysis of the City’s financial statements to ensure accuracy in reporting and disclosure of all related financial information; and

WHEREAS, the Pun Group, LLP, has served as a tremendous training resource to City staff to ensure staff grows into their new roles appropriately while staying abreast of all the latest changes in accounting standards; and

WHEREAS, the City Council recognizes the professionalism and exceptional auditing work performed by the Pun Group, LLP, during the City’s Fiscal Year 2017-18 audit.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with the Pun Group, LLP, of Santa Ana, California, for auditing services, extending the Agreement for an additional two years, in an amount not to exceed $249,772 through June 30, 2020; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute up two one-year extensions, if it is in the best interest of the City of Lodi.

Dated: February 20, 2019

I hereby certify that Resolution No. 2019-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2019 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

2019-____
CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for Transit Station Security Fencing Project

MEETING DATE: February 20, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Transit Station Security Fencing Project.

BACKGROUND INFORMATION: The City of Lodi was awarded $399,000 in grant funding from the Proposition 1B Transit System Safety, Security, and Disaster Response Account (TSSSDRA) Program, for security fencing and cameras. Council approved the grant submittal on December 16, 2015 and the City received funds in June 2016.

This project consisted of installing wrought iron security fencing, automated sliding gates, gate access control systems, and a pedestrian swing gate to secure the transit station bus parking area. The work also included replacing a damaged driveway, installing a concrete accessible path of travel, replacing damaged and uneven driveway pavers, resetting pavers that have settled, and other incidental and related work.

Plans and specifications for this project were approved on July 19, 2017. The contract was awarded on November 1, 2017, to Diede Construction, Inc., of Woodbridge, in the amount of $296,329.

The contract was completed within the contract requirements. Photos of the completed work are shown in Exhibit A. The final contract amount was $326,627. The difference between the original contract amount and the final contract amount was due to two change orders, totaling $30,299.

Change Order No. 1 included additional concrete and paver work, gate reader devices for each bus to operate the vehicle gate, and safety training of contractor staff required by Union Pacific Railroad ($26,545).

Change Order No. 2 was for repairs to the new fence resulting from a vehicle accident ($3,754). The City will seek restitution form the vehicle owner for the damages.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder’s office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with the security fencing installation funded by Transit operations. Staff anticipates a decrease in vehicle repair costs associated with vandalized vehicles in an unprotected area.

__________________________________
Stephen Schwabauer, City Manager
FUNDING AVAILABLE: This project was funded by Proposition 1B TSSSDRA Program funds and Transit Development Act funds.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Jimi Billigmeier, Associate Civil Engineer
CES/JB/tdb
Attachment

cc: PRCS Director
Public Works Management Analyst
Transit Station Security Fencing Project
Exhibit A
AGENDA TITLE: Receive Annual Report Regarding Boards, Committees, and Commissions Relating to Attendance, Training, and Filing Requirements

MEETING DATE: February 20, 2019

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding boards, committees, and commissions.

BACKGROUND INFORMATION: This annual report is being provided to the City Council for informational purposes only. Attached are the attendance records for the various board, committee, and commission members for the 2018 calendar year as submitted by the relevant liaisons. Also attached is the AB1234 Ethics Training record. In addition, in 2018, all board, committee, and commission members submitted their Statements of Economic Interest (Form 700) by the deadline, or shortly thereafter, and there are no outstanding filings.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF
Attachments

APPROVED: ____________________________
Stephen Schwabauer, City Manager
# AB 1234 TRAINING LOG – MANDATORY (2018)

(Due Date: December 31, 2018)
(Valid January 1, 2019 to December 31, 2020)

<table>
<thead>
<tr>
<th>Name</th>
<th>Date Appointed To Current Term</th>
<th>Date Trained</th>
<th>Trainer</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City Council (Mandatory)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mark Chandler</td>
<td>December 2018</td>
<td>1/2/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Bob Johnson</td>
<td>December 2016</td>
<td>1/23/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Doug Kuehne</td>
<td>December 2018</td>
<td>1/31/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>JoAnne Mounce</td>
<td>December 2016</td>
<td>11/28/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Alan Nakanishi</td>
<td>December 2018</td>
<td>12/4/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td><strong>Planning Commission (Mandatory)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bill Cummins</td>
<td>July 2018</td>
<td>1/23/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Tiffany Gomes</td>
<td>July 2016</td>
<td>12/27/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Steven Hennecke</td>
<td>July 2015</td>
<td>12/28/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Crystal Hicks</td>
<td>July 2016</td>
<td>1/8/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Dave Kirsten</td>
<td>July 2015</td>
<td>11/28/18 &amp; 1/14/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Debbie Olson</td>
<td>June 2017</td>
<td>1/30/19</td>
<td>FPPC</td>
<td></td>
</tr>
<tr>
<td>Mitchell Slater</td>
<td>June 2017</td>
<td>1/24/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td><strong>Recreation Commission (Mandatory)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Carouba</td>
<td>January 2015</td>
<td>11/29/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Larry Long</td>
<td>January 2016</td>
<td>12/5/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Aaron VanNortwick</td>
<td>May 2018</td>
<td>1/21/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Bret Erickson</td>
<td>August 2018</td>
<td>12/5/19</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Bill Mitchell</td>
<td>April 2017</td>
<td>12/6/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td><strong>Library Board of Trustees (Mandatory)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caitlin Casey</td>
<td>August 2018</td>
<td>12/18/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Terry Costa</td>
<td>August 2016</td>
<td>12/29/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Frankie Kooger</td>
<td>August 2018</td>
<td>12/18/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>David Main</td>
<td>July 2017</td>
<td>12/16/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
<tr>
<td>Scott Martin</td>
<td>August 2016</td>
<td>12/27/18</td>
<td>FPPC</td>
<td>X</td>
</tr>
</tbody>
</table>

*Training is strongly encouraged, but optional, for Lodi Improvement Committee, SPARC, Youth Commission, Arts Commission, and Senior Commission. City reimbursements and/or stipends are prohibited for members of any board, committee, and/or commission that have not received the training.*
# Lodi Public Library Board of Trustees

## Attendance Summary - 2018

<table>
<thead>
<tr>
<th>Date</th>
<th>Casey</th>
<th>Kooger</th>
<th>Costa</th>
<th>S. Martin</th>
<th>D. Main</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 8, 2018</td>
<td>X</td>
<td>X</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>February 12, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>March 12, 2018</td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>April 9, 2018</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>May 14, 2018</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>June 11, 2018</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>July 9, 2018</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>August 13, 2018</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>September 10, 2018</td>
<td>X</td>
<td>X</td>
<td>x</td>
<td>X</td>
<td>x</td>
</tr>
<tr>
<td>October 8, 2018</td>
<td>X</td>
<td>X</td>
<td>x</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>November 12, 2018</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>December 10, 2018</td>
<td>X</td>
<td>X</td>
<td></td>
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## Total Meetings Attended in 2018

<table>
<thead>
<tr>
<th>Trustee</th>
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<td>Caitlin Casey</td>
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<td>Frank Kooger</td>
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<td>Terry Costa</td>
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<td>Scot Martin</td>
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<td>David Main</td>
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*Based on 12 meetings (1 meeting per month)*
**Arts Commission 2018**

Total Number of All Meetings Held (Regular and Special) – 12

**Ben Burgess** (Resigned)

Total Number of All Meetings Attended – 1
Total Number of All Meetings Absent – 2

**Nancy Ahlberg Mellor**

Total Number of All Meetings Attended – 12
Total Number of All Meetings Absent – 0

**Cathy Metcalf**

Total Number of All Meetings Attended – 10
Total Number of All Meetings Absent – 2

**Sandi Walker-Tansley**

Total Number of All Meetings Attended – 2
Total Number of All Meetings Absent – 4

**Richard Vasquez** (Resigned)

Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

**Jean Justeau**

Total Number of All Meetings Attended – 11
Total Number of All Meetings Absent – 1

**Rick Dentino** (Resigned)

Total Number of All Meetings Attended – 1
Total Number of All Meetings Absent – 1

**Roger Stafford** (Resigned)

Total Number of All Meetings Attended – 1
Total Number of All Meetings Absent – 2
Dave Kristen

Total Number of All Meetings Attended – 9
Total Number of All Meetings Absent – 3

Georgia Owens (Appointed August 2018)
Total Number of All Meetings Attended – 5
Total Number of All Meetings Absent – 1

Noona Joseph (Appointed August 2018)
Total Number of All Meetings Attended – 5
Total Number of All Meetings Absent – 1
**Youth Commission 2018**

Total Number of All Meetings Held (Regular and Special) – 8

Tasha Shukla (Graduated May 2018)
Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

Hope Lorentzen (Graduated May 2018)
Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

Evan Seibly (Graduated May 2018)
Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

Jack Gobel (Graduated May 2018)
Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

Emma Colarossi
Total Number of All Meetings Attended – 5
Total Number of All Meetings Absent – 3

Harlie Litton
Total Number of All Meetings Attended – 8
Total Number of All Meetings Absent – 0

Ashley Delu (Graduated May 2018)
Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

Davis Mahoney (Graduated May 2018)
Total Number of All Meetings Attended – 2
Total Number of All Meetings Absent – 2
Jasmine Shukla
Total Number of All Meetings Attended – 8
Total Number of All Meetings Absent – 0

Kevin Armknecht (Appointed August 2018)
Total Number of All Meetings Attended – 4
Total Number of All Meetings Absent – 0

Genesis Ramirez (Appointed August 2018)
Total Number of All Meetings Attended – 4
Total Number of All Meetings Absent – 0

Rubie Dhillon (Appointed August 2018)
Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

Brendon Duran (Appointed August 2018)
Total Number of All Meetings Attended – 4
Total Number of All Meetings Absent – 0

Morgan Orlando (Appointed August 2018)
Total Number of All Meetings Attended – 3
Total Number of All Meetings Absent – 1

Jennifer Phillips (Adult Advisor)
Total Number of All Meetings Attended – 6
Total Number of All Meetings Absent – 2

Elizabeth Mazzeo (Adult Advisor)
Total Number of All Meetings Attended – 5
Total Number of All Meetings Absent – 3

Bre Meyer (Adult Advisor)
Total Number of All Meetings Attended – 5
Total Number of All Meetings Absent – 3
Jean Powell (Adult Advisor) Appointed in May 2018

Total Number of All Meetings Attended – 0
Total Number of All Meetings Absent – 8

Jessica Ramirez (Adult Advisor) Appointed in February 2018

Total Number of All Meetings Attended – 5
Total Number of All Meetings Absent – 1

Andrew Manies (Adult Advisor) Appointed in February 2018

Total Number of All Meetings Attended – 4
Total Number of All Meetings Absent – 2
Senior Citizens Commission 2018

Total Number of All Meetings Held (Regular and Special) — 9

Terri Whitmire
Total Number of All Meetings Attended — 9
Total Number of All Meetings Absent — 0

Pat Hill
Total Number of All Meetings Attended — 9
Total Number of All Meetings Absent — 0

Susan Crosby
Total Number of All Meetings Attended — 9
Total Number of All Meetings Absent — 0

Tracy Williams
Total Number of All Meetings Attended — 5
Total Number of All Meetings Absent — 4

Jill Hernandez
Total Number of All Meetings Attended — 7
Total Number of All Meetings Absent — 2

Bobbi Wirth
Total Number of All Meetings Attended — 6
Total Number of All Meetings Absent — 3

Julie Whitely
Total Number of All Meetings Attended — 9
Total Number of All Meetings Absent — 0
## 2018 Lodi Improvement Committee Attendance

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<thead>
<tr>
<th>Month</th>
<th>Sunil Yadav</th>
<th>Fran Forkas</th>
<th>Curt Juran</th>
<th>Doug Bojack</th>
<th>Rehana Zaman</th>
<th>David Diskin</th>
<th>Ron Cook</th>
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<tr>
<td>January</td>
<td>1</td>
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<td>1</td>
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<td>1</td>
<td>0</td>
<td>Vacant</td>
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<td>March 5th</td>
<td>5</td>
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<tr>
<td>March 13th</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>May</td>
<td>1</td>
<td>1</td>
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<tr>
<td>June</td>
<td>1</td>
<td>1</td>
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<td>July</td>
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### Number of Committee Members Increased by Council (5 to 7)

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<td>September</td>
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<td>October</td>
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<tr>
<td>December</td>
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<table>
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<th>Ron Cook</th>
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<tr>
<td>Total Meetings</td>
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</tr>
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<td>Total Attended</td>
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<td>10</td>
</tr>
<tr>
<td>Total Missed</td>
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1 = Present
0 = Absent
S = Special
C = Cancelled Meeting
### 2018 SPARC ATTENDANCE

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<tr>
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<th>Slater</th>
<th>Kiser</th>
<th>Della Monica</th>
<th>Stafford</th>
<th>Gary Yocum</th>
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</table>

| Meetings attended | 3 | 3 | 2 | 3 | 3 |
| Meetings Missed   | 0 | 0 | 1 | 0 | 0 |

CANCELLED
1 = ATTENDED
0 = ABSENT
S = SPECIAL MEETING ATTENDED
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<th>Kirsten</th>
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**Grand Totals (current)**

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C = CANCELLED
1 = ATTENDED
0 = ABSENT
S = SPECIAL MEETING ATTENDED
<table>
<thead>
<tr>
<th>Month</th>
<th>Attendance</th>
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</thead>
<tbody>
<tr>
<td>January</td>
<td>No Meeting</td>
</tr>
<tr>
<td>February</td>
<td>Mitchell (Excused)</td>
</tr>
<tr>
<td>March</td>
<td>Carouba</td>
</tr>
<tr>
<td>April</td>
<td>Mitchell (Excused)</td>
</tr>
<tr>
<td>June</td>
<td>Palmquist</td>
</tr>
<tr>
<td>July</td>
<td>No Meeting</td>
</tr>
<tr>
<td>August</td>
<td>VanNortwick</td>
</tr>
<tr>
<td>September</td>
<td>Long</td>
</tr>
<tr>
<td>October</td>
<td>No Meeting</td>
</tr>
<tr>
<td>November</td>
<td>No Absences</td>
</tr>
<tr>
<td>December</td>
<td>Long, VanNortwick</td>
</tr>
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CITY OF LODI
COUNCIL COMMUNICATION

AGENDA ITEM C-12

AGENDA TITLE: Adopt Resolution Approving the Budget and Fiscal Policies for Fiscal Year 2019/20 and Fiscal Year 2020/21

MEETING DATE: February 20, 2019

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving the budget and fiscal policies for Fiscal Year 2019/20 and Fiscal Year 2020/21.

BACKGROUND INFORMATION: On October 19, 2016, the City Council adopted the City of Lodi Budget and Fiscal Policies (the Policy). The Policy calls for bi-annual review. The Policy has been in effect for the Fiscal Years 2017/18 and 2018/19. During the biannual update, staff found areas that needed addressing within the policy to strengthen and improve the budget process, document, transparency and disclosure. These changes were presented at the February 5, 2019, City Council shirtsleeve meeting. If approved, the revised policy will be in effect for Fiscal Years 2019/20 and 2020/21 upon approval.

The changes are recommended to align with other Council policies adopted subsequent to the current Budget and Fiscal Policies, incorporate Measure L, enhance transparency for capital improvement, vehicle, equipment and Information Technology needs as well as clarifying fund level controls in the budget.

FISCAL IMPACT: Once adopted, the new Budget and Fiscal Policies will be used to build the next two budgets and guide implementation of those budgets. Fiscal impact will depend on the final adopted policies. The policies enhance transparency and are aimed to improve the City’s long term outlook by providing clear direction for staff in budget preparation and funding streams for various liabilities of the City.

FUNDING AVAILABLE: N/A

Andrew Keys
Deputy City Manager

APPROVED: ___________________________________
Stephen Schwabauer, City Manager
City of Lodi

PROPOSED

Budget and Fiscal Policies
1. **Purpose**

The City’s primary financial objective is to maintain the fiscal stability of the organization. The purpose of this policy is to establish guidelines for budget development, administration, and management as well as outline the City’s fiscal policies in regard to cost recovery of various programs, target reserve levels in all funds and funding mechanisms for various programs.

2. **Budget Development**

The budget will reflect the goals and priorities of the Council each year and make the best use of available funding within those goals and priorities. While goals and priorities may change from year to year, some basic tenets will apply to all budgets. Those tenets are reflected below.

A. The General Fund budget will be balanced each year, without the use of reserves. Current year revenues will support current year expenditures.

B. One-time revenue will be used to fund one-time expenditures or be placed in reserves. One-time revenue will not be used to fund on-going operations.

C. Annual budgetary savings will be used to fund one-time expenditures or be placed in reserves.

D. Funding for the Vehicle Replacement Fund shall be based upon annual depreciation schedules for vehicles and amounts will be reflected in departmental budgets.

E. Funding for the Other Post-Employment Benefits (OPEB) Fund shall be based upon no less than the Actuarial Required Contribution shown in the actuarial report and charged to each fund based upon ratio of current full time positions. All funds in the Benefits Fund in excess of 25% of estimated annual costs for benefits in this fund shall be budgeted for investment in the City’s OPEB trust fund.

F. Funding for CalPERS pension costs are as follows. Funding for the Pension Stabilization Fund shall be based upon the ratio of annual budgeted pension costs by fund.

F. Current year Normal Cost will be budgeted in each fund based on the estimated cost for employees in that fund. Current year Unfunded Accrued Liability (UAL) payments will be budgeted within each fund based on each fund’s share of...
employee’s within each class (Safety or Miscellaneous). For purposes of allocating UAL, employees funded by Measure L will be allocated to the General Fund. The City will budget for the monthly payment of the UAL but will make the annual UAL payment to recognize the approximately 3.6% savings offered by CalPERS on this option. The Deputy City Manager will then use the UAL savings to make Additional Discretionary Payments (ADP) to CalPERS to further reduce the City’s UAL.

G. Funding for the Information Technology (IT) Replacement Fund shall be based upon the replacement cycle for equipment contained in the fund.

H. Budgetary allotments for OPEB, Pension Stabilization and IT Replacement shall be reflected in the Non-Departmental Organization Unit for all General Fund units.
   a. Special Revenue, Enterprise and Internal Service funds will reflect budgetary allotments for these items within their respective funds.

I. Fixed Assets
   a. Capital purchases of $10,000 or more, with a three year useful life, will be capitalized.
   b. Infrastructure additions or new construction of $10,000 or more will be capitalized.
   c. Vehicle purchases of any amount will be capitalized and useful lives will be determined based upon the Government Finance Officers Association Best Practices guidelines.
   d. Straight-line depreciation will be used for all depreciable assets.

J. Library
   a. The Library is primarily funded through a transfer from the General Fund. Council will set the level of funding each year based upon available General Fund revenue.

K. Parks, Recreation and Cultural Services (PRCS)
   a. Recreation and Community Center Programs
i. The goal is to recover, on average, 40% of program costs from participants. Individual programs may be fully self-supporting while other programs may have a nominal cost recovery ratio.

b. General Fund Transfer

i. The General Fund Transfer shall be determined by Council each year. The intent of the General Fund Transfer is to cover the costs associated with Parks Maintenance, PRCS administration, Debt Service and Hutchins Street Square Maintenance.

L.K. Community Development

a. The Community Development Department should primarily be self-supporting through fee revenue.

b. A General Fund Transfer, determined by Council each year, will be designed to support the value of the general information function that the department provides and support at least one-half of the costs associated with a Youth Outreach function designed to divert youth involvement in gang activities.

M.L. Enterprise Funds

a. Enterprise funds will set fees and rates at levels that meet operating, debt service, capital and reserve needs.

N.M. Internal Service Funds

a. Internal Service funds will set rates and charges at levels that will ensure full recovery of costs each year.

3. Budget Administration and Adjustment

The City Council is ultimately responsible to the public for the delivery and conduct of City services and facilities. Accordingly, the Council appropriates funds to ensure the delivery of services at the levels and in the priority established by Council. The legal level of budgetary control is at the department level/fund level.

A. City Manager
The City Manager, as the chief administrative officer, provides staff with general direction in the development and formulation of the City Manager’s budget recommendations to Council. This includes: evaluating and assessing current and anticipated issues facing the City; determining the demand for services and facilities; identifying the concerns of the citizenry; assessing the current and projected financial condition of the City; and determining the final staffing recommendations.

B. Deputy City Manager/Internal Services Director

The Deputy City Manager/Internal Services Director, as the chief financial officer, is responsible for budget development and day-to-day administration of adopted budgets. This includes: developing and issuing the budget instructions and calendar; advising the City Manager on budget policies and issues, including the recommended level of funding for each department within the General Fund; reviewing budget requests to ensure they are complete and accurate; preparing the preliminary budget recommendations for review by the City Manager; and publishing the approved budget, Capital Improvement Plan, and Budget in Brief documents.

C. Department Directors

Department directors are responsible for preparing their operating and capital budget requests in accordance with the City’s budget instructions and managing their respective departments within their approved budget allotments.

D. Failure to Adopt a Budget

If the City fails to adopt the budget by July 1, the City Council may elect one of the following courses of action until passage of a budget and appropriation of funds: (1) Provide the City Manager with Continuing Resolution Authority to allow continued services at expenditure levels not greater than those in the prior year budget; or (2) Require staff to obtain prior approval for any expenditure (payment) of City funds.

E. Public Record

The budget document will be available on-line at the City’s website (www.lodi.gov). Hard copies will be available for public review at the Lodi Public Library, City Hall and the Carnegie Forum.

F. Budget Adjustments
a. City Council approval is required for any increase in total appropriations within any individual fund. All budget adjustments that increase one fund’s total appropriations, including net zero budget adjustments, must have City Council approval.

b. The City Manager and Deputy City Manager have the authority to adjust appropriations within a fund, so long as total appropriations within the fund do not increase. This includes adjustments between departments within a fund.

c. Department directors have the authority to adjust appropriations within their departmental funds, so long as total appropriations within the department within the fund do not increase.

4. Appropriation Limit

The Council will annually adopt a resolution establishing its appropriation limit calculated in accordance with Article XIIIB of the Constitution of the State of California, Section 7900 of the State of California Government Code, and any other voter-approved amendments or State legislation that affect the City’s appropriation limit.

5. Components of Fund Balance

A. Governmental Accounting Standards Board Statement Number 54 – Fund Balance Reporting and Governmental Fund Type Definitions outlines the requirements to report fund balance for governmental funds in specific classifications which create a hierarchy primarily based upon the extent to which a City is bound to constraints on the specific purposes for which the funds can be spent. Fund Balance consists of the following five categories:

i. Non-spendable fund balance: amounts that cannot be spent because they are either (a) not in a spendable form (e.g., inventories or pre-paids) or (b) legally or contractually required to be maintained intact (e.g., endowment).

ii. Restricted fund balance: amounts that can only be spent for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation (e.g., grants, gas tax, impact fees).
iii. Committed fund balance: amounts that can be used for the specific purposes determined by formal action of the government’s highest level of decision making authority. Committed fund balance can be changed only by the government taking the same formal action that initially created the commitment. (e.g., Council approved catastrophic or economic reserves).

iv. Assigned fund balance: amounts that are intended to be used by the government for specific purposes. Intent can be established by either the governing body or delegated to a City official. (e.g., amount of unassigned fund balance intended to be used to pay for future salary and benefit increases).

v. Unassigned fund balance: the remaining amount of fund balance after all other fund balance classifications are accounted for and can be either positive or negative. Positive unassigned fund balance is available for any purpose.

6. Fund Balance Policies

A. Committing Fund Balance

i. The City Council is the City’s highest level of decision making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution or ordinance approved by the City Council at a City Council meeting. For reporting purposes, the resolution or ordinance approving, modifying or rescinding a fund balance commitment must be approved prior to the last day of the fiscal year for which the commitment is to be reported. The amount of the commitment may be determined in a subsequent period.

B. Assigning Fund Balance

i. The City Council retains the authority to assign fund balance.

C. Hierarchy of Fund Balance Use

i. When multiple categories of fund balance are available for expenditure, the City will spend the most restrictive funds first before moving down to the next category with available funds in the following order:

   1. Restricted
2. Committed
3. Assigned
4. Unassigned.

7. **General Fund Reserves**

Maintaining reserves in the General Fund is critical to the successful and stable short- and long-term operations of the City. Adequate reserves in the General Fund ensure that the City is able to respond to emergencies and continue providing services to the citizens of Lodi. Adequate reserves also ensure that the City will have sufficient funds available to meet its operating, capital and debt service obligations.

A. Catastrophic Reserve

i. A Catastrophic Reserve is established within the General Fund. This reserve is established to maintain the ability of the City to meet operational expenses during times of declared emergency or major catastrophe.

   1. It is recognized that during a time of emergency, the City will need to expend more resources than normal operations dictate to meet the community’s need. In addition to an increased level of expenditure, the tax base of the City may be impaired after a major catastrophic event.

ii. The amount of the Catastrophic Reserve shall be a minimum of 8% of annual General Fund revenues, including Operating Transfers.

iii. The Catastrophic Reserve shall be exclusive of all other reserve amounts.

iv. Council may draw on the Catastrophic Reserve only upon declaration of an emergency pursuant to the Lodi Municipal Code.

v. If the Catastrophic Reserve falls below \( \frac{85}{100} \) of annual General Fund revenue, including Operating Transfers, the City Manager shall prepare a plan within three months of Council approval of the Comprehensive Annual Financial Report (CAFR) to restore the reserve balance to the \( \frac{58}{100} \) level within 12 months and the 8% level within 24 months.

vi. The Catastrophic Reserve is not intended for normal unanticipated expenditures and shall be funded before all other committed General Fund reserves.
B. Economic Reserve

i. An Economic Reserve is established within the General Fund. This reserve is established to maintain the City’s economic viability and to meet seasonal cash flow needs.

   1. It is recognized that economic cycles can cause significant fluctuations in the revenue streams of the City and the recovery from down cycles can be prolonged and affect service levels to the community dramatically. The Economic Reserve is intended to assist the City in maintaining service levels while revenues recover from a down economic cycle.

ii. The amount of the Economic Reserve shall be a minimum of 8% of annual General Fund revenues, including Operating Transfers.

iii. The Economic Reserve shall be exclusive of all other reserve amounts.

iv. Council may draw on the Economic Reserve only upon adoption of a resolution of the City Council.

v. If the Economic Reserve falls below 85% of annual General Fund revenue, including Operating Transfers, the City Manager shall prepare a plan within three months of Council approval of the Comprehensive Annual Financial Report (CAFR) to restore the reserve balance to the 58% level within 12 months and the 8% level within 24 months.

vi. The Economic Reserve is not intended to be used to encourage development through the expansion of infrastructure to undeveloped areas of the City and shall be funded once the General Fund Catastrophic Reserve is fully funded.

vi. On December 6, 2017, the City Council approved a Pension Stabilization Policy that effectively requires the City to budget at exactly 16% total fund balance in the General fund, with all excess being contributed to the Pension Stabilization Fund (PSF). Should there be a lower fund balance presented in the proposed Budget, the City Manager shall first recommend use of Pension Stabilization Funds to offset Unfunded Accrued Liability (UAL) costs in the Fiscal year. The Deputy City Manager shall first pay all UAL costs with current year resources and shall only draw on the PSF in the final month of the Fiscal Year if in his/her opinion it is still estimated a draw is needed to meet the 16% total fund balance requirement.
8. Measure L Fund Reserves

As a general purpose revenue, maintaining healthy reserves in the Measure L fund is critical for the same reasons as in the General Fund. Adequate reserves ensure that the City will continue to be able to provide Lodi citizens the services funded by Measure L in the long term. The Measure L Fund shall maintain the same 8% Catastrophic and 8% Economic Reserves as outlined under Section 7 A. and Section 7 B. above. Measure L Funds shall not be subject to the City’s Pension Stabilization Policy. By allocating UAL in the method described in Section 1 F. above, the General Fund will cover any UAL costs attributable to the employees funded by Measure L.

As a new revenue stream beginning April 1, 2019, Measure L will take time to build up a reserves to comply with this policy. Initially, the fund balance will be built to the full 16% combined fund balance over a three year timeframe beginning with the FY 2019/20 budget and ending with FY 2021/22. Budgets from FY 2019/20 through FY 2021/22 shall include approximately 5.33% of revenue as a deliberate set aside to fund these reserve categories.

8.9. Special Revenue Fund Reserves

Maintaining reserves in the City’s Special Revenue Funds is also critical to the successful and stable short- and long-term operations of the City. Adequate reserves in the Special Revenue Funds, where appropriate, ensure that the City is able to carry out the purpose of the special revenue fund and ensure compliance with underlying laws and contractual provisions associated with the funds. Additionally, bond rating agencies often evaluate a City’s General Fund financial resilience by looking at reserves that may be drawn from Special Revenue funds to help support General Fund activities.

A. Library

i. Since the Library is primarily funded by a General Fund transfer, there is no need to duplicate reserves associated with the transfer amount within the Library Fund.

ii. Reserves within the Library Fund should be maintained at a minimum level of 16% of annual Non-General Fund Transfer revenue.

Any excess reserves not otherwise designated by Council may be returned to the General Fund annually for use as directed by Council.

B. Parks, Recreation and Cultural Services (PRCS)
i. Since a significant portion of PRCS revenue comes from a General Fund transfer, there is no need to duplicate reserves associated with the transfer amount within the PRCS fund.

ii. Reserves within the PRCS Fund should be maintained at a minimum level of 16% of annual Non-General Fund Transfer revenue.

   Any excess reserves not otherwise designated by Council may be returned to the General Fund annually for use as directed by Council.

C. Community Development

i. The Community Development Fund is primarily self-supporting from fee revenue associated with development activities. The activities and financing of this fund are subject to wide fluctuations based upon the state of the development economy. Many of the fees assessed are collected ahead of services being provided. In the event of an economic downturn, the fund will have collected fees for services that have not yet been provided. As such, it is prudent to carry a large reserve to recognize that the reserve represents services that have not yet been provided.

ii. Reserves within the Community Development Fund should be maintained at a minimum level of 50% of annual operating expenses, including transfers.

D. Vehicle Replacement

i. It is the City Council’s goal to maintain reserves in the Vehicle Replacement fund equal to the accumulated depreciation of the vehicles in the fund.

   1. The City Manager’s proposed budget will recommend fully funding vehicle replacement funds equal to the annual straight-line depreciation of all vehicles in the fund.

   2. Should Council elect not to fund the straight-line annual depreciation in the budget, the Deputy City Manager will report on the short fall in the fund within the budget document.

   3. It is recognized that a shortfall currently exists and fully funding only one year of straight-line depreciation will result in a continued...
under funding of vehicle replacements until the current vehicle stock is replaced.

E. Information Technology Replacement

   i. It is the City Council’s goal to maintain reserves in the Information Technology Replacement fund should be maintained equal to the accumulated depreciation of the equipment in the fund.

   1. The City Manager’s proposed budget will recommend fully funding the Information Technology Replacement fund equal to the annual straight-line depreciation of all equipment in the fund.

   2. Should Council elect not to fund the straight-line annual depreciation in the budget, the Deputy City Manager will report on the short fall in the fund within the budget document.

   3. It is recognized that a shortfall currently exists and fully funding only one year of straight-line depreciation will result in a continued under funding of Information Technology Equipment replacements until the current equipment stock is replaced.

F. Other Special Revenue Funds

   i. All reserve balances in the following fund categories are Restricted by the terms of the individual funds within the fund category. Such restrictions may be from federal or state law, or City Council designation through budget adoption:

   1. Streets

   2. Transportation Development Act

   3. Community Development Block Grant

   4. Debt Service

   5. Public Safety Special Revenue

   6. General Fund Capital Outlay

   7. Parks Capital Outlay

   8. Vehicle and Equipment Replacement
8. Enterprise Fund Reserves

Maintaining reserves in the City’s Enterprise Funds is also critical to the successful and stable short- and long-term operations of the City. Adequate reserves in the Enterprise Funds ensures that the City is able to carry out the purpose of the fund and ensures compliance with underlying laws and contractual provisions associated with the funds. Among other metrics, bond rating agencies review compliance with reserve policies in determining credit ratings.

A. Electric Utility
   i. The City Council separately adopts a reserve policy for the Electric Utility and reviews the components of the policy every three years. As part of the annual budget process, Council is apprised of the level of reserves desired under that policy.

B. Water Utility
   i. The City Council has adopted a financial model for the Water Enterprise that incorporates a reserve target of 25% of Operating Expenses (Charlie is asking for increase to 50% now).
   ii. Additionally, all funds collected in relation to PCE/TCE rates or settlements are restricted to use solely for the mitigation and remediation of those pollutants.

C. Wastewater Utility
   i. The City Council has adopted a financial model for the Wastewater Enterprise that incorporates a reserve target of 25% of Operating Expenses.

D. Transit
   i. All reserve funds in the Transit Enterprise are restricted as to use solely for transit purposes.

9.10. Internal Service Fund Reserves

Maintaining reserves in the City’s Internal Service Funds demonstrates fiscal accountability and financial prudence. Adequate reserves in the Internal Service Funds
ensure that the City has set aside sufficient funds to meet the future obligations it has committed to provide to its employees. Additionally, bond rating agencies review these funds and look favorably upon entities that are funding the long-term liabilities represented in the City’s Internal Service Funds.

A. Benefits Fund

   i. Reserves equal to 25% of the estimated annual cost of all benefits paid for by this fund.

   +ii. Other Post Employment Benefits (OPEB) The Deputy City Manager/Treasurer will invest (invest them where? OPEB trust right?) all reserves in the fund, as reported in the prior fiscal year’s CAFR, in excess of 25% of the estimated annual cost of all benefits paid in a current fiscal year upon completion of the prior fiscal year’s CAFR.

      1. Reserves equal to the annual pay-as-you-go expense should be held in reserve locally.

      2. Additional funds may be held in a third-party trust.

   ii. Long Term Disability

      1. The City is self-insured for a long-term disability program.

      Reserves equal to three times the annual expense should be held locally.

   iii. Pension Stabilization

      3. Reserves should be set aside to amortize the unfunded pension liability over, at most, a 30-year period.

      2. Funds may be held locally or in a third party trust.

B. General Liability Insurance and Worker’s Compensation Funds

   i. Reserves, at a minimum, equal to the 90% confidence level shown in the annual actuarial report. Reserves equal to a minimum of three times the Self-Insured Retention level should be held locally and invested along with the City’s pooled cash portfolio.

   ii. Funding at the 90% confidence level will be recommended in each annual budget.
The Deputy City Manager will review the status of the funds as of December 31 each year. If it is estimated that the full budget transfer is not needed to maintain the 90% confidence level in that year, he/she may reduce the budgeted transfer for that Fiscal Year for each fund prorated to each fund’s budgeted contribution. Funds above the minimum reserve level may be retained in this fund as a means of mitigating future program cost increases, rebated to the paying funds or transferred to other funds at Council discretion.

C. Workers Compensation Fund

i. Reserves, at a minimum, equal to the 70% confidence level shown in the annual actuarial report should be held locally.

ii. Funds above the minimum reserve level may be retained in this fund as a means of mitigating future program cost increases, rebated to the paying funds or transferred to other funds at Council discretion.

D.C. Fleet Maintenance Fund

i. Reserves equal to a minimum of 16% of Operating Expenses shall be held in the Fleet Maintenance Fund.

12.11. Capital Improvement Plan

The City is committed to ensuring that all of its assets are operated, maintained and replaced in a manner that is the most prudent method of maintaining the public stewardship of those assets. To that end, the City will prepare and update annually a Capital Improvement Plan (CIP) that encompasses those assets and looks out over a five-year lifespan. The first year of the five-year plan will be the current budget year. The Internal Services Department will be responsible for gathering the data for inclusion in the plan.

A. A. CIP Projects

i. Construction projects that are expected to cost $10,000-25,000 or more should be included in the CIP. Projects will be a combination of projects that repair, replace or enhance existing facilities and infrastructure and projects that expand or add to the City’s existing fixed assets. Vehicles and equipment (rolling stock) are not to be included in the CIP.
B. CIP Appropriations

i. Approval of the CIP estimates beyond the current year budget and the projects contained within it do not constitute appropriation of the funds necessary or designation of the funds necessary to complete the project. Annual appropriations for CIP costs will be included in the annual budget. Unspent current year budget allocations will automatically carry forward until project completion with the exception of unencumbered budgets in annual maintenance programs within the CIP. Upon completion of a project, unspent budget is returned to the fund until appropriated by future City Council action. Employee labor costs do not carry forward. Department Heads may transfer budget from employee labor costs from operations sources to CIP projects within the same fund as necessary to ensure employee resources are fully engaged throughout the year. Carryforward of funds on approved contracts will follow City year-end procedures.

C. Level of Budget Control

i. Budget control for CIP projects will be at both the general ledger account level and the CIP project level. Budget allocated to one CIP project cannot be moved to another project within the CIP or to a non CIP use without Council approval. Department Directors can transfer budget between line items within a project and fund so long as the total expenditure for the project or for the amount of the funding source specific to that project does not increase.

D. Elements of the CIP

— Each project listed in the CIP will address the following items:

i. 
  a. project description
  b. project timeline
  c. anticipated funding sources
  d. estimated expenditures
e. revenues and expenditures will be reflected by fiscal year over the five-year timespan of the CIP

f. estimated annual on-going operating and maintenance costs

13. Encumbrance Accounting

Encumbrances represent commitments to contracts not yet performed and orders not yet filled. They are used to control expenditure commitments for the year and to enhance cash management. Encumbrances do not represent expenditures for a period, only a commitment to expend resources. As a contract is completed, the budgetary encumbrance control accounts are liquidated or reduced and the actual expenditure is recorded.

A. Lapsing Appropriations

i. All unencumbered funds lapse at the end of the Fiscal Year with the exception of Capital Projects funds. Funds encumbered on contracts will roll into the next year. The Deputy City Manager shall review all contracts to determine what encumbered funds shall lapse due to contract completion.

ii. General Fund — all encumbered funds, except those related to a fixed asset purchase, lapse at the end of each fiscal year.

b. Capital Projects — encumbered appropriated funds in the current fiscal year do not lapse until project completion or abandonment, whether encumbered or unencumbered. Funds associated with construction contracts do not lapse. However, encumbered funds associated with staff costs on construction projects do lapse and should be re-appropriated each fiscal year.

Pension Stabilization Policy

14.

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

Commented [AK5]: Need to discuss with Steve.
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 Comprehensive Annual Financial Report (CAFR) 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 CAFR.

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.

15. Review and Update

These policies will be in place for the fiscal year FY 2017/18, 2019/20, and 2020/21 budget beginning with the FY 2019/20 budget. These policies will be reviewed and updated every two years in odd numbered years in conjunction with the approval of the annual budget. The next review cycle will be in conjunction with the fiscal year FY 2019/2020/21/22 budget.
RESOLUTION NO. 2019-__

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE BUDGET AND FISCAL POLICIES FOR THE FISCAL
YEARS 2019/20 AND 2020/21

WHEREAS, on October 19, 2016, the City Council approved a comprehensive set of budget and fiscal policies which called for a bi-annual review; and

WHEREAS, City staff conducted the bi-annual review in accordance with the current policy and identified areas for improvement and consolidation; and

WHEREAS, on December 6, 2017, the City Council approved a separate Pension Stabilization Policy which impacts budget and financial planning for the City and needs to be incorporated into the budget and fiscal policies; and

WHEREAS, on November 7, 2018, the voters of Lodi approved Measure L, a ½ cent transactions and use tax that needs to be incorporated into the budget and fiscal policies; and

WHEREAS, prudent planning for and transparency in funding capital projects and replacement of essential Information Technology infrastructure, equipment and vehicles is essential to maintaining consistent operations.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Budget and Fiscal Policies, attached hereto as Exhibit A.

Date: February 20, 2019

I hereby certify that Resolution No. 2019-___ was passed and adopted by the Lodi City Council in a regular meeting held February 20, 2019, by the following vote:

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

JENNIFER M. FERRAILO
City Clerk

2019-____
City of Lodi

PROPOSED

Budget and Fiscal Policies
City of Lodi Budget and Fiscal Policies
Table of Contents

1. Purpose ................................................................................................................................................. 2
2. Budget Development ........................................................................................................................... 2
3. Budget Administration and Adjustment ........................................................................................... 4
4. Appropriation Limit ........................................................................................................................... 6
5. Components of Fund Balance ............................................................................................................. 6
6. Fund Balance Policies ......................................................................................................................... 7
7. General Fund Reserves ....................................................................................................................... 7
8. Measure L Fund Reserves .................................................................................................................. 9
9. Special Revenue Fund Reserves .......................................................................................................... 9
10. Enterprise Fund Reserves ..................................................................................................................12
11. Internal Service Fund Reserves .........................................................................................................12
12. Capital Improvement Plan .................................................................................................................13
13. Encumbrance Accounting .................................................................................................................15
14. Pension Stabilization Policy .............................................................................................................15
15. Review and Update ............................................................................................................................17
1. **Purpose**

   The City’s primary financial objective is to maintain the fiscal stability of the organization. The purpose of this policy is to establish guidelines for budget development, administration, and management as well as outline the City’s fiscal policies in regard to cost recovery of various programs, target reserve levels in all funds and funding mechanisms for various programs.

2. **Budget Development**

   The budget will reflect the goals and priorities of the Council each year and make the best use of available funding within those goals and priorities. While goals and priorities may change from year to year, some basic tenets will apply to all budgets. Those tenets are reflected below.

   A. The General Fund budget will be balanced each year, without the use of reserves. Current year revenues will support current year expenditures.

   B. One-time revenue will be used to fund one-time expenditures or be placed in reserves. One-time revenue will not be used to fund on-going operations.

   C. Annual budgetary savings will be used to fund one-time expenditures or be placed in reserves.

   D. Funding for the Vehicle Replacement Fund shall be based upon annual depreciation schedules for vehicles and amounts will be reflected in departmental budgets.

   E. Funding for the Other Post-Employment Benefits (OPEB) Fund shall be no less than the Actuarial Required Contribution shown in the actuarial report and charged to each fund based upon ratio of current full time positions. All reserves in the Benefits Fund category in excess of 25% of estimated annual costs for benefits in this fund shall be budgeted for investment in the City’s OPEB trust fund.

   F. Funding for CalPERS pension costs are as follows. Current year Normal Cost will be budgeted in each fund based on the estimated cost for employees in that fund. Current year Unfunded Accrued Liability (UAL) payments will be budgeted within each fund based on each fund’s share of employee’s within each class (Safety or Miscellaneous). For purposes of allocating UAL, employees funded by Measure L will be allocated to the General Fund. The City will budget for the monthly payment of the UAL but will make the annual UAL payment to
recognize the approximately 3.6% savings offered by CalPERS on this option. The Deputy City Manager will then use the UAL savings to make Additional Discretionary Payments (ADP) to CalPERS to further reduce the City’s UAL.

G. Funding for the Information Technology (IT) Replacement Fund shall be based upon the replacement cycle for equipment contained in the fund.

H. Budgetary allotments for OPEB, Pension Stabilization and IT Replacement shall be reflected in the Non-Departmental Organization Unit for all General Fund units.
   a. Special Revenue, Enterprise and Internal Service funds will reflect budgetary allotments for these items within their respective funds.

I. Fixed Assets
   a. Capital purchases of $10,000 or more, with a three year useful life, will be capitalized.
   b. Infrastructure additions or new construction of $10,000 or more will be capitalized.
   c. Vehicle purchases of any amount will be capitalized and useful lives will be determined based upon the Government Finance Officers Association Best Practices guidelines.
   d. Straight-line depreciation will be used for all depreciable assets.

J. Library
   a. The Library is primarily funded through a transfer from the General Fund. Council will set the level of funding each year based upon available General Fund revenue.

K. Parks, Recreation and Cultural Services (PRCS)
   a. Recreation and Community Center Programs
      i. The goal is to recover, on average, 40% of program costs from participants. Individual programs may be fully self-supporting while other programs may have a nominal cost recovery ratio.
   b. General Fund Transfer
i. The General Fund Transfer shall be determined by Council each year. The intent of the General Fund Transfer is to cover the costs associated with Parks Maintenance, PRCS administration, Debt Service and Hutchins Street Square Maintenance.

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a. The Community Development Department should primarily be self-supporting through fee revenue.

b. A General Fund Transfer, determined by Council each year, will be designed to support the value of the general information function that the department provides and support at least one-half of the costs associated with a Youth Outreach function designed to divert youth involvement in gang activities.

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The City Council is ultimately responsible to the public for the delivery and conduct of City services and facilities. Accordingly, the Council appropriates funds to ensure the delivery of services at the levels and in the priority established by Council. The legal level of budgetary control is at the fund level.

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The City Manager, as the chief administrative officer, provides staff with general direction in the development and formulation of the City Manager’s budget recommendations to Council. This includes: evaluating and assessing current and anticipated issues facing the City; determining the demand for services and facilities; identifying the concerns of the citizenry; assessing the current and projected financial condition of the City; and determining the final staffing recommendations.
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Department directors are responsible for preparing their operating and capital budget requests in accordance with the City’s budget instructions and managing their respective departments within their approved budget allotments.

D. Failure to Adopt a Budget

If the City fails to adopt the budget by July 1, the City Council may elect one of the following courses of action until passage of a budget and appropriation of funds: (1) Provide the City Manager with Continuing Resolution Authority to allow continued services at expenditure levels not greater than those in the prior year budget; or (2) Require staff to obtain prior approval for any expenditure (payment) of City funds.

E. Public Record

The budget document will be available on-line at the City’s website (www.lodi.gov). Hard copies will be available for public review at the Lodi Public Library, City Hall and the Carnegie Forum.

F. Budget Adjustments

a. City Council approval is required for any increase in total appropriations within any individual fund. All budget adjustments that increase one fund’s total appropriations, including net zero budget adjustments, must have City Council approval.

b. The City Manager and Deputy City Manager have the authority to adjust appropriations within a fund, so long as total appropriations within the fund do not increase. This includes adjustments between departments within a fund.
c. Department directors have the authority to adjust appropriations within their department, so long as total appropriations within the department within the fund do not increase.

4. Appropriation Limit

The Council will annually adopt a resolution establishing its appropriation limit calculated in accordance with Article XIIIIB of the Constitution of the State of California, Section 7900 of the State of California Government Code, and any other voter-approved amendments or State legislation that affect the City’s appropriation limit.

5. Components of Fund Balance

A. Governmental Accounting Standards Board Statement Number 54 – Fund Balance Reporting and Governmental Fund Type Definitions outlines the requirements to report fund balance for governmental funds in specific classifications which create a hierarchy primarily based upon the extent to which a City is bound to constraints on the specific purposes for which the funds can be spent. Fund Balance consists of the following five categories:

i. Non-spendable fund balance: amounts that cannot be spent because they are either (a) not in a spendable form (e.g., inventories or pre-paids) or (b) legally or contractually required to be maintained intact (e.g., endowment).

ii. Restricted fund balance: amounts that can only be spent for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation (e.g., grants, gas tax, impact fees).

iii. Committed fund balance: amounts that can be used for the specific purposes determined by formal action of the government’s highest level of decision making authority. Committed fund balance can be changed only by the government taking the same formal action that initially created the commitment. (e.g., Council approved catastrophic or economic reserves).

iv. Assigned fund balance: amounts that are intended to be used by the government for specific purposes. Intent can be established by either the governing body or delegated to a City official.

v. Unassigned fund balance: the remaining amount of fund balance after all other fund balance classifications are accounted for and can be either positive or negative. Positive unassigned fund balance is available for any purpose.
6. Fund Balance Policies

A. Committing Fund Balance
   i. The City Council is the City’s highest level of decision making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution or ordinance approved by the City Council at a City Council meeting. For reporting purposes, the resolution or ordinance approving, modifying or rescinding a fund balance commitment must be approved prior to the last day of the fiscal year for which the commitment is to be reported. The amount of the commitment may be determined in a subsequent period.

B. Assigning Fund Balance
   i. The City Council retains the authority to assign fund balance.

C. Hierarchy of Fund Balance Use
   i. When multiple categories of fund balance are available for expenditure, the City will spend the most restrictive funds first before moving down to the next category with available funds in the following order:

   1. Restricted
   2. Committed
   3. Assigned
   4. Unassigned.

7. General Fund Reserves

Maintaining reserves in the General Fund is critical to the successful and stable short- and long-term operations of the City. Adequate reserves in the General Fund ensure that the City is able to respond to emergencies and continue providing services to the citizens of Lodi. Adequate reserves also ensure that the City will have sufficient funds available to meet its operating, capital and debt service obligations.

A. Catastrophic Reserve
   i. A Catastrophic Reserve is established within the General Fund. This reserve is established to maintain the ability of the City to meet operational expenses during times of declared emergency or major catastrophe.
1. It is recognized that during a time of emergency, the City will need to expend more resources than normal operations dictate to meet the community’s need. In addition to an increased level of expenditure, the tax base of the City may be impaired after a major catastrophic event.

ii. The amount of the Catastrophic Reserve shall be a minimum of 8% of annual General Fund revenues, including Operating Transfers.

iii. The Catastrophic Reserve shall be exclusive of all other reserve amounts.

iv. Council may draw on the Catastrophic Reserve only upon declaration of an emergency pursuant to the Lodi Municipal Code.

v. If the Catastrophic Reserve falls below 8% of annual General Fund revenue, including Operating Transfers, the City Manager shall prepare a plan within three months of Council approval of the Comprehensive Annual Financial Report (CAFR) to restore the reserve balance to the 8% level within 12 months.

vi. The Catastrophic Reserve is not intended for normal unanticipated expenditures and shall be funded before all other committed General Fund reserves.

B. Economic Reserve

i. An Economic Reserve is established within the General Fund. This reserve is established to maintain the City’s economic viability and to meet seasonal cash flow needs.

1. It is recognized that economic cycles can cause significant fluctuations in the revenue streams of the City and the recovery from down cycles can be prolonged and affect service levels to the community dramatically. The Economic Reserve is intended to assist the City in maintaining service levels while revenues recover from a down economic cycle.

ii. The amount of the Economic Reserve shall be a minimum of 8% of annual General Fund revenues, including Operating Transfers.

iii. The Economic Reserve shall be exclusive of all other reserve amounts.

iv. Council may draw on the Economic Reserve only upon adoption of a resolution of the City Council.
v. If the Economic Reserve falls below 8% of annual General Fund revenue, including Operating Transfers, the City Manager shall prepare a plan within three months of Council approval of the Comprehensive Annual Financial Report (CAFR) to restore the reserve balance to the 8% level within 12 months.

vi. The Economic Reserve is not intended to be used to encourage development through the expansion of infrastructure to undeveloped areas of the City and shall be funded once the General Fund Catastrophic Reserve is fully funded.

C. Should there be a lower fund balance presented in the proposed Budget, the City Manager shall first recommend use of Pension Stabilization Funds to offset Unfunded Accrued Liability (UAL) costs in the Fiscal year. The Deputy City Manager shall first pay all UAL costs with current year resources and shall only draw on the PSF in the final month of the Fiscal Year if in his/her opinion it is still estimated a draw is needed to meet the 16% total fund balance requirement.

8. Measure L Fund Reserves

As a general purpose revenue, maintaining healthy reserves in the Measure L fund is critical for the same reasons as in the General Fund. Adequate reserves ensure that the City will continue to be able to provide Lodi citizens the services funded by Measure L in the long term. The Measure L Fund shall maintain the same 8% Catastrophic and 8% Economic Reserves as outlined under Section 7 A. and Section 7 B. above. Measure L Funds shall not be subject to the City’s Pension Stabilization Policy. By allocating UAL in the method described in Section 1 F. above, the General Fund will cover any UAL costs attributable to the employees funded by Measure L.

As a new revenue stream beginning April 1, 2019, Measure L will take time to build up a reserves to comply with this policy. Initially, the fund balance will be built to the full 16% combined fund balance over a three year timeframe beginning with the FY 2019/20 budget and ending with FY 2021/22. Budgets from FY 2019/20 through FY 2021/22 shall include approximately 5.33% of revenue as a deliberate set aside to fund these reserve categories.

9. Special Revenue Fund Reserves

Maintaining reserves in the City’s Special Revenue Funds is also critical to the successful and stable short- and long-term operations of the City. Adequate reserves in the Special Revenue Funds, where appropriate, ensure that the City is able to carry out the purpose of the special revenue fund and ensure compliance with underlying laws and contractual
provisions associated with the funds. Additionally, bond rating agencies often evaluate a City’s General Fund financial resilience by looking at reserves that may be drawn from Special Revenue funds to help support General Fund activities.

A. Library

i. Since the Library is primarily funded by a General Fund transfer, there is no need to duplicate reserves associated with the transfer amount within the Library Fund.

ii. Reserves within the Library Fund should be maintained at a minimum level of 16% of annual Non-General Fund Transfer revenue.

B. Parks, Recreation and Cultural Services (PRCS)

i. Since a significant portion of PRCS revenue comes from a General Fund transfer, there is no need to duplicate reserves associated with the transfer amount within the PRCS fund.

ii. Reserves within the PRCS Fund should be maintained at a minimum level of 16% of annual Non-General Fund Transfer revenue.

C. Community Development

i. The Community Development Fund is primarily self-supporting from fee revenue associated with development activities. The activities and financing of this fund are subject to wide fluctuations based upon the state of the development economy. Many of the fees assessed are collected ahead of services being provided. In the event of an economic downturn, the fund will have collected fees for services that have not yet been provided. As such, it is prudent to carry a large reserve to recognize that the reserve represents services that have not yet been provided.

ii. Reserves within the Community Development Fund should be maintained at a minimum level of 50% of annual operating expenses, including transfers.

D. Vehicle Replacement

i. It is the City Council’s goal to maintain reserves in the Vehicle Replacement equal to the accumulated depreciation of the vehicles in the fund.
1. The City Manager’s proposed budget will recommend fully funding vehicle replacement funds equal to the annual straight-line depreciation of all vehicles in the fund.

2. Should Council elect not to fund the straight-line annual depreciation in the budget, the Deputy City Manager will report on the short fall in the fund within the budget document.

3. It is recognized that a shortfall currently exists and fully funding only one year of straight-line depreciation will result in a continued under-funding of vehicle replacements until the current vehicle stock is replaced.

E. Information Technology Replacement

i. It is the City Council’s goal to maintain reserves in the Information Technology Replacement fund equal to the accumulated depreciation of the equipment in the fund.

   1. The City Manager’s proposed budget will recommend fully funding the Information Technology Replacement fund equal to the annual straight-line depreciation of all equipment in the fund.

   2. Should Council elect not to fund the straight-line annual depreciation in the budget, the Deputy City Manager will report on the shortfall in the fund within the budget document.

   3. It is recognized that a shortfall currently exists and fully funding only one year of straight-line depreciation will result in a continued under-funding of Information Technology Equipment replacements until the current equipment stock is replaced.

F. Other Special Revenue Funds

i. All reserve balances in the following fund categories are restricted by the terms of the individual funds within the fund category:

   1. Streets

   2. Transportation Development Act

   3. Community Development Block Grant

   4. Debt Service
5. Public Safety Special Revenue
6. General Fund Capital Outlay
7. Parks Capital Outlay
8. Vehicle and Equipment Replacement

10. Enterprise Fund Reserves

Maintaining reserves in the City’s Enterprise Funds is also critical to the successful and stable short- and long-term operations of the City. Adequate reserves in the Enterprise Funds ensures that the City is able to carry out the purpose of the fund and ensures compliance with underlying laws and contractual provisions associated with the funds. Among other metrics, bond rating agencies review compliance with reserve policies in determining credit ratings.

A. Electric Utility
   i. The City Council separately adopts a reserve policy for the Electric Utility and reviews the components of the policy every three years. As part of the annual budget process, Council is apprised of the level of reserves desired under that policy.

B. Water Utility
   i. The City Council has adopted a financial model for the Water Enterprise that incorporates a reserve target of 25% of Operating Expenses.
   ii. Additionally, all funds collected in relation to PCE/TCE rates or settlements are restricted to use solely for the mitigation and remediation of those pollutants.

C. Wastewater Utility
   i. The City Council has adopted a financial model for the Wastewater Enterprise that incorporates a reserve target of 25% of Operating Expenses.

D. Transit
   i. All reserve funds in the Transit Enterprise are restricted as to use solely for transit purposes.

11. Internal Service Fund Reserves
Maintaining reserves in the City’s Internal Service Funds demonstrates fiscal accountability and financial prudence. Adequate reserves in the Internal Service Funds ensure that the City has set aside sufficient funds to meet the future obligations it has committed to provide to its employees. Additionally, bond rating agencies review these funds and look favorably upon entities that are funding the long-term liabilities represented in the City’s Internal Service Funds.

A. Benefits Fund

i. Reserves equal to 25% of the estimated annual cost of all benefits paid for by this fund.

ii. The Deputy City Manager/Treasurer will invest all reserves in the fund, as reported in the prior fiscal year’s CAFR, in excess of 25% of the estimated annual cost of all benefits paid in a current fiscal year upon completion of the prior fiscal year’s CAFR.

B. General Liability Insurance and Worker’s Compensation Funds

i. Reserves, at a minimum, equal to the 90% confidence level shown in the annual actuarial report, should be held locally and invested along with the City’s pooled cash portfolio.

ii. Funding at the 90% confidence level will be recommended in each annual budget.

iii. The Deputy City Manager will review the status of the funds as of December 31 each year. If it is estimated that the full budget transfer is not needed to maintain the 90% confidence level in that year, he/she may reduce the budgeted transfer for that Fiscal Year for each fund prorated to each fund’s budgeted contribution.

C. Fleet Maintenance Fund

i. Reserves equal to a minimum of 16% of Operating Expenses shall be held in the Fleet Maintenance Fund.

12. Capital Improvement Plan

The City is committed to ensuring that all of its assets are operated, maintained and replaced in a manner that is the most prudent method of maintaining the public stewardship of those assets. To that end, the City will prepare and update annually a
Capital Improvement Plan (CIP) that encompasses those assets and looks out over a five-year lifespan. The first year of the five-year plan will be the current budget year. The Internal Services Department will be responsible for gathering the data for inclusion in the plan.

A. CIP Projects
   i. Construction projects that are expected to cost $25,000 or more should be included in the CIP. Projects will be a combination of projects that repair, replace or enhance existing facilities and infrastructure and projects that expand or add to the City’s existing fixed assets. Vehicles and equipment (rolling stock) are not to be included in the CIP.

B. CIP Appropriations
   i. Approval of the CIP estimates beyond the current year budget do not constitute appropriation of the funds necessary or designation of the funds necessary to complete the project. Unspent current year budget allocations will automatically carryforward until project completion with the exception of unencumbered budgets in annual maintenance programs within the CIP. Upon completion of a project, unspent budget is returned to the fund until appropriated by future City Council action. Employee labor costs do not carry forward.

C. Level of Budget Control
   i. Budget control for CIP projects will be at both the general ledger account level and the CIP project level. Budget allocated to one CIP project cannot be moved to another project within the CIP or to a non-CIP use without Council approval. Department Directors may transfer budget between line items within a project and fund as long as the total expenditure for the project or for the amount of the funding source specific to that project does not increase.

D. Elements of the CIP
   i. Each project listed in the CIP will address the following items:
      - project description
      - project timeline
      - anticipated funding sources
      - estimated expenditures
revenues and expenditures will be reflected by fiscal year over the five-year timespan of the CIP

estimated annual ongoing operating and maintenance costs

13. Encumbrance Accounting

Encumbrances represent commitments to contracts not yet performed and orders not yet filled. They are used to control expenditure commitments for the year and to enhance cash management. Encumbrances do not represent expenditures for a period, only a commitment to expend resources. As a contract is completed, the budgetary encumbrance control accounts are liquidated or reduced and the actual expenditure is recorded.

A. Lapsing Appropriations

i. All unencumbered funds lapse at the end of the Fiscal Year with the exception of Capital Projects funds. Funds encumbered on contracts will roll into the next year. The Deputy City Manager shall review all contracts to determine what encumbered funds shall lapse due to contract completion.

ii. Capital Projects – appropriated funds in the current fiscal year do not lapse until project completion or abandonment, whether encumbered or unencumbered.

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 Comprehensive Annual Financial Report (CAFR) 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 CAFR.

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.
15. Review and Update

These policies will be in place for the 2019/20 and 2020/21 fiscal years beginning with the FY 2019/20 budget. These policies will be reviewed and updated every two years in odd numbered years in conjunction with the approval of the annual budget. The next review cycle will be in conjunction with the FY 2021/22 budget.
AGENDA ITEM C-13

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 20, 2019, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers

MEETING DATE: February 20, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for March 20, 2019, to consider adopting resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers.

BACKGROUND INFORMATION: The City Council has made numerous water rate decisions over the past several years. On March 20, 2019, a public hearing will be held asking City Council to consider approving a five-year program of rate adjustments for water, wastewater, and solid waste services, in accordance with the Proposition 218 rate setting process. The proposed rate adjustments are needed to generate sufficient revenue to meet ongoing operation and maintenance costs and debt service obligations, as well as, necessary capital maintenance improvements.

For the water and wastewater utilities, the annual rate adjustment, if approved, is the lesser of the Engineering News Record (ENR) index change or three-percent, with the exception of the proposed January 1, 2021 water rate adjustment that includes a projected 8.4 percent decrease, to January 1, 2016 levels. A summary of the past years water rate adjustments relative to the ENR index change is provided in Attachment A. The purpose of this table is to demonstrate that, due to sound financial management, past actual rate increases have frequently been below the approved maximum. On January 17, 2018, Council voted to reject Staff’s recommendation to implement a three percent increase in water rates. This decision resulted in postponing phase 8 of the Water Meter Program (WMP). Water rates have not been increased since March 1, 2017.

The previous year’s ENR index change was 2.90 percent. In response to the anticipated downward trend in Water Fund balance, staff is recommending a water rate increase of 2.9 percent. A substantial portion of the costs to operate the water utility are fixed since Lodi buys only a small fraction of its water supply. The bulk of the fixed costs are related to the debt service associated with constructing the water treatment plant and fixed costs to maintain the well production and delivery system. As such, conservation does not reduce fixed operation costs. While a 2.9 percent increase, if approved, will allow for the planned construction of WMP Phase 8 over Fiscal Years 2018/19 and 2019/20, it is expected the utility fund balance will dip below the minimum reserve target of 25 percent by $492,256 in Fiscal Year 2019/20. In subsequent years, fund balances will recover and remain above the 25 percent minimum reserve target (Attachment B). This short-term financial condition is tolerable because of the overall good condition of the water system, and a minimum fund balance of $2,300,244 in Fiscal Year 2019/20 is available to account for unforeseen conditions that may be experienced by the utility. All debt service coverage requirements are being met during this period.

APPROVED: ____________________________________

Stephen Schwabauer, City Manager

2/13/2019

K:\WP\UTILITY RATES\W_WW\2019 W_WW Rate Increase\CCSetPH_WaterRates2019 REV.doc
A summary of current and proposed rates for flat rate and usage-based rate customers is provided in Attachment C. The attachment includes the rate sunset scheduled in January of 2021 that will role water rates back to January 1, 2016 levels. This action was directed by Council at the February 15, 2017 meeting. For a resident still on the flat rate, the monthly charge for a three-bedroom home will increase from $47.27 to $48.64, or $1.37 per month. A metered resident using an average of 1,500 cubic feet of water per month will see an increase from $38.02 to $39.15, or $1.13 per month.

As reflected in the City’s Financial Plan (Attachment D), fund balances steadily rebound toward the maximum reserve target of 50 percent starting in Fiscal Year 2020/21, as large WMP expenditures are no longer needed. This year corresponds with the rate sunset, as reflected in Resolution No. 2017-23 (Attachment E), and completion of the City’s multi-year residential WMP.

**FISCAL IMPACT:** The Water Utility is requiring increased revenue to fund the remaining phases of the WMP and to minimize declining fund balances until the WMP is complete.

**FUNDING AVAILABLE:** Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Public Works Management Analyst
CES/RAY/tdb
Attachments
## Attachment A

### Programmed and Implemented Rate Adjustments

#### Water

<table>
<thead>
<tr>
<th>Year</th>
<th>Programmed</th>
<th>Implemented</th>
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<tr>
<td>2009</td>
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<td>2010</td>
<td>0.73&lt;sup&gt;(1)&lt;/sup&gt;</td>
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<td>2011</td>
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<td>2017</td>
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<td>2018</td>
<td>3.98&lt;sup&gt;(3)&lt;/sup&gt;</td>
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<td>2019</td>
<td>2.90&lt;sup&gt;(3)&lt;/sup&gt;</td>
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(1) Consumer Price Index change  
(2) Consumer Price Index change (December 2008 through December 2010)  
(3) Engineering News Record Index change  
(4) Recommended by Staff  
(5) Implemented by Council
## Attachment C
### City of Lodi
#### Current and Proposed Flat Water Rates

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<tr>
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<tr>
<td>1 Bedroom</td>
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<tr>
<td>1 Bedroom</td>
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<tr>
<td>2 Bedroom</td>
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<td>3 Bedroom</td>
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<td>Any Size</td>
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<td>+3.0%</td>
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</table>

### Notes:
1. Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
2. These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index.
3. Pending a Prop 218 approval.
<table>
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<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 3/4&quot; meter</td>
<td>$21.87</td>
<td>$22.50</td>
<td>$23.18</td>
<td>$21.23</td>
</tr>
<tr>
<td>1&quot; meter</td>
<td>$34.34</td>
<td>$35.34</td>
<td>$36.40</td>
<td>$33.34</td>
</tr>
<tr>
<td>1 1/2&quot; meter</td>
<td>$65.25</td>
<td>$67.14</td>
<td>$69.15</td>
<td>$63.34</td>
</tr>
<tr>
<td>2&quot; meter</td>
<td>$102.52</td>
<td>$105.49</td>
<td>$108.65</td>
<td>$99.53</td>
</tr>
<tr>
<td>Multi-Family and Non-Residential (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>$99.53</td>
</tr>
<tr>
<td>3&quot; meter</td>
<td>$189.50</td>
<td>$195.00</td>
<td>$200.85</td>
<td>$183.98</td>
</tr>
<tr>
<td>4&quot; meter</td>
<td>$313.73</td>
<td>$322.83</td>
<td>$332.51</td>
<td>$304.59</td>
</tr>
<tr>
<td>6&quot; meter</td>
<td>$624.03</td>
<td>$642.13</td>
<td>$661.39</td>
<td>$605.85</td>
</tr>
<tr>
<td>8&quot; meter</td>
<td>$996.55</td>
<td>$1,025.45</td>
<td>$1,056.21</td>
<td>$967.52</td>
</tr>
<tr>
<td>10&quot; meter</td>
<td>$1,431.26</td>
<td>$1,472.77</td>
<td>$1,516.95</td>
<td>$1,389.57</td>
</tr>
</tbody>
</table>

Usage Rates ($/CCF)

| Single Family          |                     |                        |                       |                         |
| Tier 1 (0-10 CCF)      | $0.97               | $1.00                  | $1.03                 | $0.94                   |
| Tier 2 (11-50 CCF)     | $1.29               | $1.33                  | $1.37                 | $1.25                   |
| Tier 3 (>50 CCF)       | $1.60               | $1.65                  | $1.70                 | $1.56                   |
| Multi-Family and Non-Residential (1) |       |                        |                       |                         |
| All water usage        | $1.15               | $1.18                  | $1.22                 | $1.12                   |

Notes:

(1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
(2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index.

*Pending a Prop 218 approval
### WATER OPERATING FUND (FUND 560)

#### Rate Adjustments

<table>
<thead>
<tr>
<th>Rate</th>
<th>April</th>
<th>January</th>
<th>January</th>
<th>January</th>
<th>January</th>
<th>January</th>
<th>January</th>
<th>January</th>
<th>January</th>
<th>January</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.9%</td>
<td>$3,597,764</td>
<td>$3,226,236</td>
<td>$5,299,000</td>
<td>$2,300,200</td>
<td>$3,218,900</td>
<td>$3,661,100</td>
<td>$4,368,900</td>
<td>$6,178,100</td>
<td>$4,865,700</td>
<td>$4,999,700</td>
</tr>
<tr>
<td>3.0%</td>
<td>$3,574,000</td>
<td>$3,600,000</td>
<td>$3,498,000</td>
<td>$2,955,000</td>
<td>$2,304,000</td>
<td>$1,464,000</td>
<td>$495,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>-8.4%</td>
<td>$5,009,000</td>
<td>$5,079,000</td>
<td>$5,446,000</td>
<td>$5,570,000</td>
<td>$6,000,000</td>
<td>$6,511,000</td>
<td>$6,900,000</td>
<td>$7,195,000</td>
<td>$7,392,000</td>
<td>$7,959,000</td>
</tr>
<tr>
<td>3.0%</td>
<td>$4,422,023</td>
<td>$4,345,000</td>
<td>$4,733,000</td>
<td>$4,905,000</td>
<td>$4,845,000</td>
<td>$5,150,000</td>
<td>$7,222,000</td>
<td>$6,414,000</td>
<td>$6,903,000</td>
<td>$7,070,000</td>
</tr>
<tr>
<td>2.0%</td>
<td>$609,966</td>
<td>$662,040</td>
<td>$662,000</td>
<td>$662,000</td>
<td>$643,200</td>
<td>$622,800</td>
<td>$601,000</td>
<td>$577,700</td>
<td>$550,100</td>
<td>$521,300</td>
</tr>
<tr>
<td>2.0%</td>
<td>$47,005</td>
<td>$158,000</td>
<td>$69,000</td>
<td>$96,600</td>
<td>$109,800</td>
<td>$131,100</td>
<td>$185,300</td>
<td>$146,000</td>
<td>$150,000</td>
<td>$179,700</td>
</tr>
</tbody>
</table>

#### Operating Revenues

- **Beginning Balance**: $3,597,764
- **Flat Rate Revenue**: $3,600,000
- **Service Charge Revenue**: $5,009,000
- **Usage Charge Revenue**: $4,422,023
- **BBs Subsidy**: $609,966
- **Miscellaneous Revenue**: $384,741
- **Interest Earnings**: $47,005
- **Plainwater Reserve**: $5,014,000
- **Debt Service**: $2,967,656

#### Total Operating Revenues

$14,046,734

#### Operating Expenses and Transfers

- **Water Administration**: $1,412,525
- **WID Water Purchases**: $1,429,421
- **Operating Transfer Out**: $820,560
- **Water Production**: $553,542
- **Electricity**: $312,188
- **Surface Water Treatment Facility**: $1,253,687
- **Electricity**: $165,393
- **Water Conservation**: $83,884
- **DBCP**: $77,416
- **Debt Service**: $2,967,656
- **Transfer to Capital Fund (FUND 561)**: $3,868,331

#### Total Oper. Expenses and Transfers

$13,895,353

#### Ending Balance

$13,743,566

#### Operating Reserve (50%)

$5,014,000

#### Debt Service Coverage (min. 1.25)

$2.48

---

*The Reed Group, Inc.*

*DRAFT — 2/11/2019*
### WATER CAPITAL FUND (FUND 561)

#### Beginning Balance

<table>
<thead>
<tr>
<th>FY</th>
<th>Beginning Balance</th>
<th>Water IMF Fund</th>
<th>Debt Proceeds</th>
<th>Water IMF Fund</th>
<th>Capital Program Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$95,079</td>
<td>$144,410</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

#### Revenues and Transfers In

<table>
<thead>
<tr>
<th>FY</th>
<th>Interest Earnings</th>
<th>Transfer from Operating Fund</th>
<th>Transfer from Water IMF Fund</th>
<th>Debt Proceeds</th>
<th>Total Revenues and Transfers In</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$ -</td>
<td>$3,868,311</td>
<td>$1,225,590</td>
<td>$6,745,000</td>
<td>$2,082,000</td>
</tr>
</tbody>
</table>

#### Capital Program Expenditures

<table>
<thead>
<tr>
<th>FY</th>
<th>Capital Projects</th>
<th>Total Capital Prog. Expend.</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$3,868,311</td>
<td>$1,370,000</td>
</tr>
</tbody>
</table>

#### Ending Balance

<table>
<thead>
<tr>
<th>FY</th>
<th>Ending Balance</th>
<th>Water IMF Fund</th>
<th>Debt Proceeds</th>
<th>Water IMF Fund</th>
<th>Capital Program Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$144,410</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### WATER IMF FUND (FUND 562)

#### Beginning Balance

<table>
<thead>
<tr>
<th>FY</th>
<th>Beginning Balance</th>
<th>Water IMF Fund</th>
<th>Water IMF Fund</th>
<th>Total Revenues and Transfers In</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$702,815</td>
<td>$1,079,382</td>
<td>$1,555,700</td>
<td>$1,181,200</td>
</tr>
</tbody>
</table>

#### Revenues and Transfers In

<table>
<thead>
<tr>
<th>FY</th>
<th>Interest Earnings</th>
<th>Water IMF Revenue</th>
<th>Total Revenues and Transfers In</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$ -</td>
<td>$362,481</td>
<td>$476,310</td>
</tr>
</tbody>
</table>

#### Capital Program Expenditures

<table>
<thead>
<tr>
<th>FY</th>
<th>Capital Projects</th>
<th>Total Capital Prog. Expend.</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$362,481</td>
<td>$476,310</td>
</tr>
</tbody>
</table>

#### Ending Balance

<table>
<thead>
<tr>
<th>FY</th>
<th>Ending Balance</th>
<th>Water IMF Fund</th>
<th>Total Water IMF Expend.</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$1,065,296</td>
<td>$1,555,692</td>
<td>$1,181,200</td>
</tr>
</tbody>
</table>

Owed Fund 560 for Debt Service

<table>
<thead>
<tr>
<th>FY</th>
<th>Owed Fund 560 for Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$8,267,794</td>
</tr>
</tbody>
</table>

### FY 17-18 Summary

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>17-18</td>
<td>$7,059,366</td>
<td>$2,967,656</td>
<td>$3,868,311</td>
<td>$14,046,734</td>
<td>$3,749,145</td>
<td>$2,507,000</td>
<td>$14,047,112</td>
</tr>
</tbody>
</table>

The Reed Group, Inc.

DRAFT — 2/11/2019
RESOLUTION NO. 2017-23

A RESOLUTION OF THE LODI CITY COUNCIL SETTING
PRE-APPROVED ENGINEERING NEWS RECORD
ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT
WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND
INDUSTRIAL CUSTOMERS

WHEREAS, Resolution No. 2014-75 approved annual water rate increases in an amount
not to exceed the percentage change in the Engineering News Record (ENR) Twenty Cities
Annual Average Index, or three percent, beginning 2015 through January 2019. A
Proposition 218 procedure was conducted that validated this action; and

WHEREAS, staff has regularly updated the Water Utility Financial Plan with the
assistance of the The Reed Consulting Group, Inc., of Sacramento; and

WHEREAS, the current water rate adjustment reflects a three-percent increase; and

WHEREAS, the adjustment includes a “rate sunset” at the end of the Water Meter
Program, which will eliminate this rate increase going forward from January 1, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby set
pre-approved Engineering News Record adjustment index for usage-based and flat water rates
for residential, commercial, and industrial customers as outlined on Exhibit A, with the effective
date of the increase to be March 1, 2017; and

BE IT FURTHER RESOLVED that the adjustment includes a “rate sunset” at the end of
the Water Meter Program whereby water rates will be reset going forward from January 1, 2021,
to the applicable rate as if this resolution had never passed.

Dated: February 15, 2017

I hereby certify that Resolution No. 2017-23 was passed and adopted by the City
Council of the City of Lodi in a special meeting held February 15, 2017, by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Johnson, and Mayor Kuehne

NOES: COUNCIL MEMBERS – Nakanishi

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

JENNIFER M. FERRAIOLI
City Clerk

2017-23
# City of Lodi
## Current and Proposed Flat Water Rates

<table>
<thead>
<tr>
<th>Flat Rates</th>
<th>Current (Jan. 2016)</th>
<th>Proposed (Jan. 2017)</th>
<th>Future Rate Ceiling (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rate Increase --&gt; 3.0%</td>
</tr>
<tr>
<td><strong>Single Family Residential</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>$31.68</td>
<td>$32.84</td>
<td>$33.83</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>$38.29</td>
<td>$39.44</td>
<td>$40.62</td>
</tr>
<tr>
<td>3 Bedroom</td>
<td>$45.89</td>
<td>$47.27</td>
<td>$48.69</td>
</tr>
<tr>
<td>4 Bedroom</td>
<td>$55.14</td>
<td>$56.79</td>
<td>$58.49</td>
</tr>
<tr>
<td>5 Bedroom</td>
<td>$66.13</td>
<td>$68.11</td>
<td>$70.15</td>
</tr>
<tr>
<td>6 Bedroom</td>
<td>$79.37</td>
<td>$81.75</td>
<td>$84.20</td>
</tr>
<tr>
<td>7 Bedroom</td>
<td>$95.17</td>
<td>$98.03</td>
<td>$100.97</td>
</tr>
<tr>
<td><strong>Multi-Family (1)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>$27.37</td>
<td>$28.19</td>
<td>$29.04</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>$32.83</td>
<td>$33.81</td>
<td>$34.82</td>
</tr>
<tr>
<td>3 Bedroom</td>
<td>$39.40</td>
<td>$40.58</td>
<td>$41.80</td>
</tr>
<tr>
<td><strong>Mobile Homes</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any Size</td>
<td>$27.37</td>
<td>$28.19</td>
<td>$29.04</td>
</tr>
<tr>
<td><strong>Non-Residential</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing unmetered</td>
<td>Varies</td>
<td>+3.0%</td>
<td>+3.0%</td>
</tr>
</tbody>
</table>

**Notes:**

1. Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
2. These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index.
# City of Lodi

Current and Proposed Usage-Based Water Rates

<table>
<thead>
<tr>
<th>Rate Increase --&gt;</th>
<th>3.0%</th>
<th>Future Rate Ceiling (2)</th>
<th>3.0%</th>
<th>3.0%</th>
</tr>
</thead>
</table>

## USAGE-BASED RATES

### Monthly Service Charge

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 3/4&quot; meter</td>
<td>$ 21.23</td>
<td>$ 21.87</td>
<td>$ 22.53</td>
<td>$ 23.21</td>
</tr>
<tr>
<td>1&quot; meter</td>
<td>$ 33.34</td>
<td>$ 34.34</td>
<td>$ 35.37</td>
<td>$ 36.43</td>
</tr>
<tr>
<td>1 1/2&quot; meter</td>
<td>$ 63.35</td>
<td>$ 65.25</td>
<td>$ 67.21</td>
<td>$ 69.23</td>
</tr>
<tr>
<td>2&quot; meter</td>
<td>$ 99.53</td>
<td>$ 102.52</td>
<td>$ 105.80</td>
<td>$ 108.77</td>
</tr>
<tr>
<td>Multi-Family and Non-Residential (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 3/4&quot; meter</td>
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<td>$ 21.87</td>
<td>$ 22.53</td>
<td>$ 23.21</td>
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<tr>
<td>1&quot; meter</td>
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<td>$ 34.34</td>
<td>$ 35.37</td>
<td>$ 36.43</td>
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<tr>
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<td>$ 105.80</td>
<td>$ 108.77</td>
</tr>
<tr>
<td>3&quot; meter</td>
<td>$ 183.98</td>
<td>$ 189.50</td>
<td>$ 195.19</td>
<td>$ 201.05</td>
</tr>
<tr>
<td>4&quot; meter</td>
<td>$ 304.59</td>
<td>$ 313.73</td>
<td>$ 323.14</td>
<td>$ 332.83</td>
</tr>
<tr>
<td>6&quot; meter</td>
<td>$ 606.85</td>
<td>$ 624.03</td>
<td>$ 642.75</td>
<td>$ 662.03</td>
</tr>
<tr>
<td>8&quot; meter</td>
<td>$ 967.52</td>
<td>$ 996.55</td>
<td>$ 1,026.45</td>
<td>$ 1,057.24</td>
</tr>
<tr>
<td>10&quot; meter</td>
<td>$ 1,389.57</td>
<td>$ 1,431.26</td>
<td>$ 1,474.20</td>
<td>$ 1,518.43</td>
</tr>
</tbody>
</table>

## Usage Rates ($/CCF)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tier 1 (0-10 CCF)</td>
<td>$ 0.94</td>
<td>$ 0.97</td>
<td>$ 1.00</td>
<td>$ 1.03</td>
</tr>
<tr>
<td>Tier 2 (11-50 CCF)</td>
<td>$ 1.25</td>
<td>$ 1.29</td>
<td>$ 1.33</td>
<td>$ 1.37</td>
</tr>
<tr>
<td>Tier 3 (&gt;50 CCF)</td>
<td>$ 1.55</td>
<td>$ 1.60</td>
<td>$ 1.65</td>
<td>$ 1.70</td>
</tr>
<tr>
<td>Multi-Family and Non-Residential (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All water usage</td>
<td>$ 1.12</td>
<td>$ 1.15</td>
<td>$ 1.18</td>
<td>$ 1.22</td>
</tr>
</tbody>
</table>

## Notes:

1. Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
2. These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index.
AGENDA

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 20, 2019, to Consider Resolution Adopting Pre-Approved, Proposition 218 Consumer Price Index-Based Annual Adjustment to Rates for Solid Waste Collection

MEETING DATE: February 20, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for March 20, 2019, to consider resolution adopting pre-approved, Proposition 218 Consumer Price Index-based annual adjustment to rates for solid waste collection.

BACKGROUND INFORMATION: The franchise agreement with Central Valley Waste Services allows rates for solid waste collection to be adjusted annually, on April 1st. Section 7c of the franchise agreement allows Central Valley Waste Services the option to either:

(a) adjust rates equal to 80 percent of the annual change in the Consumer Price Index (CPI) for all Urban Consumers for San Francisco-Oakland-San Jose, California Area, all Items (1982 – 84 = 100), plus an adjustment for extraordinary increases in landfill fees, fuel and energy costs, and changes in law, up to 100 percent of the change in the CPI, or

(b) 100 percent of the annual change in the CPI, without the other adjustments, but with a certification that costs had increased by more than 100 percent of the change in the CPI.

Central Valley Waste Services is requesting the option to increase rates by 80 percent of the annual change in the CPI (option a) plus an adjustment for increased landfill gate fees at County owned disposal sites. The annual change in the CPI is 3.865 percent. The increase in rates based on 80 percent of the CPI change is 3.092 percent and 0.306 percent for the landfill gate fee increase. The total rate adjustment requested is 3.398 percent.

For most residential customers, the rate increase will be $0.93 per month. The effective date of the proposed rates is April 1, 2019. The complete schedule of proposed rate changes is shown in Exhibit A.

FISCAL IMPACT: Franchise and billing fees paid to the City will increase by approximately $50,000 annually.

FUNDING AVAILABLE: Not applicable.

_______________________________
Charles E. Swimley, Jr.
Public Works Director

CES/RAY/tdb
Attachment

cc: Central Valley Waste Services

_______________________________
Stephen Schwabauer, City Manager

K:\WP\Solid Waste\CSolidWasteRates2019_SetPH.doc 2/13/2019
CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020

<table>
<thead>
<tr>
<th>Services Offered</th>
<th>Current Monthly Rate</th>
<th>New Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 35 GALLON REFUSE CART 1X PER WEEK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Refuse Cart</td>
<td>$27.41</td>
<td>$28.34</td>
</tr>
<tr>
<td>2 Refuse Carts</td>
<td>$68.48</td>
<td>$70.81</td>
</tr>
<tr>
<td>3 Refuse Carts</td>
<td>$109.58</td>
<td>$113.31</td>
</tr>
<tr>
<td>4 Refuse Carts</td>
<td>$150.72</td>
<td>$155.84</td>
</tr>
<tr>
<td>2. 64 GALLON REFUSE CART 1X PER WEEK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Refuse Cart</td>
<td>$41.24</td>
<td>$42.65</td>
</tr>
<tr>
<td>2 Refuse Carts</td>
<td>$103.01</td>
<td>$106.52</td>
</tr>
<tr>
<td>3 Refuse Carts</td>
<td>$164.80</td>
<td>$170.40</td>
</tr>
<tr>
<td>3. 96 GALLON WASTE CART 1X PER WEEK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Refuse Cart</td>
<td>$89.88</td>
<td>$92.94</td>
</tr>
<tr>
<td>2 Refuse Carts</td>
<td>$179.79</td>
<td>$185.90</td>
</tr>
<tr>
<td>3 Refuse Carts</td>
<td>$269.67</td>
<td>$278.84</td>
</tr>
<tr>
<td>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly rate is reduced one (1) dollar from above base rates</td>
<td>-$1.00</td>
<td>-$1.00</td>
</tr>
<tr>
<td>5. LOW VOLUME USER 1X PER WEEK****</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One (1) - 20 Gallon Low Volume Refuse Cart</td>
<td>$18.65</td>
<td>$19.29</td>
</tr>
<tr>
<td>7. ADDITIONAL 64 GALLON RECYCLING CARTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second and Third Recycling Cart</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fourth and Each Additional Cart</td>
<td>$14.79</td>
<td>$15.30</td>
</tr>
<tr>
<td>8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second and Third Yard and Garden Cart</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fourth and Each Additional Yard and Garden Cart</td>
<td>$14.79</td>
<td>$15.30</td>
</tr>
<tr>
<td>9. BACK YARD SERVICE****</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly service charge</td>
<td>$15.17</td>
<td>$15.69</td>
</tr>
<tr>
<td>Qualified Disabled</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Notes:

****Applies to Single Family Dwellings Only
CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

<table>
<thead>
<tr>
<th># OF CONTAINERS</th>
<th>1 X WK</th>
<th>2 X WK</th>
<th>3 X WK</th>
<th>4 X WK</th>
<th>5 X WK</th>
<th>6 X WK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$148.15</td>
<td>$275.58</td>
<td>$631.45</td>
<td>$1,139.62</td>
<td>$1,800.05</td>
<td>$2,612.74</td>
</tr>
<tr>
<td>2</td>
<td>$235.37</td>
<td>$429.41</td>
<td>$897.50</td>
<td>$1,548.36</td>
<td>$2,381.95</td>
<td>$3,398.26</td>
</tr>
<tr>
<td>3</td>
<td>$322.57</td>
<td>$583.15</td>
<td>$1,163.49</td>
<td>$1,957.07</td>
<td>$2,963.80</td>
<td>$4,183.73</td>
</tr>
<tr>
<td>4</td>
<td>$409.74</td>
<td>$736.92</td>
<td>$1,429.54</td>
<td>$2,365.78</td>
<td>$3,545.68</td>
<td>$4,969.27</td>
</tr>
<tr>
<td>5</td>
<td>$496.99</td>
<td>$890.70</td>
<td>$1,695.56</td>
<td>$2,774.55</td>
<td>$4,127.62</td>
<td>$5,754.70</td>
</tr>
</tbody>
</table>

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

<table>
<thead>
<tr>
<th># OF CONTAINERS</th>
<th>1 X WK</th>
<th>2 X WK</th>
<th>3 X WK</th>
<th>4 X WK</th>
<th>5 X WK</th>
<th>6 X WK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$215.87</td>
<td>$406.83</td>
<td>$841.83</td>
<td>$1,439.52</td>
<td>$2,199.93</td>
<td>$3,122.94</td>
</tr>
<tr>
<td>2</td>
<td>$366.54</td>
<td>$683.53</td>
<td>$1,293.24</td>
<td>$2,098.24</td>
<td>$3,098.40</td>
<td>$4,293.85</td>
</tr>
<tr>
<td>3</td>
<td>$517.28</td>
<td>$960.19</td>
<td>$1,744.74</td>
<td>$2,756.98</td>
<td>$3,996.95</td>
<td>$5,464.73</td>
</tr>
<tr>
<td>4</td>
<td>$668.01</td>
<td>$1,236.94</td>
<td>$2,196.16</td>
<td>$3,415.68</td>
<td>$4,895.54</td>
<td>$6,635.62</td>
</tr>
<tr>
<td>5</td>
<td>$818.74</td>
<td>$1,513.51</td>
<td>$2,647.58</td>
<td>$4,074.41</td>
<td>$5,794.03</td>
<td>$7,806.50</td>
</tr>
</tbody>
</table>

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

<table>
<thead>
<tr>
<th># OF CONTAINERS</th>
<th>1 X WK</th>
<th>2 X WK</th>
<th>3 X WK</th>
<th>4 X WK</th>
<th>5 X WK</th>
<th>6 X WK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$274.78</td>
<td>$520.67</td>
<td>$1,010.50</td>
<td>$1,662.99</td>
<td>$2,478.20</td>
<td>$3,456.10</td>
</tr>
<tr>
<td>2</td>
<td>$484.48</td>
<td>$911.11</td>
<td>$1,630.56</td>
<td>$2,545.18</td>
<td>$3,655.07</td>
<td>$4,960.17</td>
</tr>
<tr>
<td>3</td>
<td>$694.18</td>
<td>$1,301.63</td>
<td>$2,250.65</td>
<td>$3,427.41</td>
<td>$4,831.92</td>
<td>$6,464.19</td>
</tr>
<tr>
<td>4</td>
<td>$903.84</td>
<td>$1,692.10</td>
<td>$2,870.72</td>
<td>$4,309.59</td>
<td>$6,008.79</td>
<td>$7,968.26</td>
</tr>
<tr>
<td>5</td>
<td>$1,113.56</td>
<td>$2,082.60</td>
<td>$3,490.80</td>
<td>$5,191.86</td>
<td>$7,185.70</td>
<td>$9,472.31</td>
</tr>
</tbody>
</table>
# CITY OF LODI
# CONTAINER RATES
# EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020

## WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

<table>
<thead>
<tr>
<th># OF CONTAINERS</th>
<th>1 X WK</th>
<th>2 X WK</th>
<th>3 X WK</th>
<th>4 X WK</th>
<th>5 X WK</th>
<th>6 X WK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$333.78</td>
<td>$634.44</td>
<td>$1,179.15</td>
<td>$1,886.53</td>
<td>$2,756.57</td>
<td>$3,789.28</td>
</tr>
<tr>
<td>2</td>
<td>$602.41</td>
<td>$1,138.73</td>
<td>$1,967.85</td>
<td>$2,992.18</td>
<td>$4,211.75</td>
<td>$5,626.54</td>
</tr>
<tr>
<td>3</td>
<td>$871.08</td>
<td>$1,643.07</td>
<td>$2,756.60</td>
<td>$4,097.94</td>
<td>$5,666.93</td>
<td>$7,463.74</td>
</tr>
<tr>
<td>4</td>
<td>$1,139.77</td>
<td>$2,147.38</td>
<td>$3,545.33</td>
<td>$5,203.64</td>
<td>$7,122.18</td>
<td>$9,300.94</td>
</tr>
<tr>
<td>5</td>
<td>$1,408.40</td>
<td>$2,651.65</td>
<td>$4,334.04</td>
<td>$6,309.31</td>
<td>$8,577.39</td>
<td>$11,138.22</td>
</tr>
</tbody>
</table>

## WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

<table>
<thead>
<tr>
<th># OF CONTAINERS</th>
<th>1 X WK</th>
<th>2 X WK</th>
<th>3 X WK</th>
<th>4 X WK</th>
<th>5 X WK</th>
<th>6 X WK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$392.72</td>
<td>$748.27</td>
<td>$1,347.80</td>
<td>$2,109.97</td>
<td>$3,034.93</td>
<td>$4,122.45</td>
</tr>
<tr>
<td>2</td>
<td>$720.38</td>
<td>$1,366.35</td>
<td>$2,305.23</td>
<td>$3,439.23</td>
<td>$4,768.43</td>
<td>$6,292.82</td>
</tr>
<tr>
<td>3</td>
<td>$1,048.01</td>
<td>$1,984.49</td>
<td>$3,262.60</td>
<td>$4,768.41</td>
<td>$6,501.98</td>
<td>$8,463.30</td>
</tr>
<tr>
<td>4</td>
<td>$1,375.66</td>
<td>$2,602.61</td>
<td>$4,220.00</td>
<td>$6,097.60</td>
<td>$8,235.48</td>
<td>$10,633.70</td>
</tr>
<tr>
<td>5</td>
<td>$1,703.37</td>
<td>$3,220.76</td>
<td>$5,177.32</td>
<td>$7,426.80</td>
<td>$9,969.02</td>
<td>$12,804.10</td>
</tr>
</tbody>
</table>

## WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

<table>
<thead>
<tr>
<th># OF CONTAINERS</th>
<th>1 X WK</th>
<th>2 X WK</th>
<th>3 X WK</th>
<th>4 X WK</th>
<th>5 X WK</th>
<th>6 X WK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$451.66</td>
<td>$862.06</td>
<td>$1,516.49</td>
<td>$2,333.50</td>
<td>$3,313.24</td>
<td>$4,455.67</td>
</tr>
<tr>
<td>2</td>
<td>$838.28</td>
<td>$1,593.99</td>
<td>$2,642.47</td>
<td>$3,886.17</td>
<td>$5,325.11</td>
<td>$6,959.21</td>
</tr>
<tr>
<td>3</td>
<td>$1,224.92</td>
<td>$2,325.90</td>
<td>$3,768.53</td>
<td>$5,438.87</td>
<td>$7,336.92</td>
<td>$9,462.79</td>
</tr>
<tr>
<td>4</td>
<td>$1,611.53</td>
<td>$3,057.81</td>
<td>$4,894.54</td>
<td>$6,991.52</td>
<td>$9,348.82</td>
<td>$11,966.34</td>
</tr>
<tr>
<td>5</td>
<td>$1,998.15</td>
<td>$3,789.72</td>
<td>$6,020.57</td>
<td>$8,544.21</td>
<td>$11,360.65</td>
<td>$14,469.92</td>
</tr>
</tbody>
</table>
## CITY OF LODI
### COMMERCIAL COMPACTOR RATES
**EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020**

<table>
<thead>
<tr>
<th>Services Offered</th>
<th>Current Monthly Rate</th>
<th>New Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. 2 CUBIC YARD COMPACTOR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1X Week</td>
<td>$321.72</td>
<td>$332.65</td>
</tr>
<tr>
<td>2X Week</td>
<td>$643.45</td>
<td>$665.32</td>
</tr>
<tr>
<td>3X Week</td>
<td>$965.16</td>
<td>$997.95</td>
</tr>
<tr>
<td>4X Week</td>
<td>$1,286.90</td>
<td>$1,330.63</td>
</tr>
<tr>
<td>5X Week</td>
<td>$1,608.62</td>
<td>$1,663.28</td>
</tr>
<tr>
<td><strong>2. 3 CUBIC YARD COMPACTOR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1X Week</td>
<td>$397.53</td>
<td>$411.04</td>
</tr>
<tr>
<td>2X Week</td>
<td>$795.05</td>
<td>$822.06</td>
</tr>
<tr>
<td>3X Week</td>
<td>$1,192.58</td>
<td>$1,233.10</td>
</tr>
<tr>
<td>4X Week</td>
<td>$1,590.12</td>
<td>$1,644.16</td>
</tr>
<tr>
<td>5X Week</td>
<td>$1,987.65</td>
<td>$2,055.19</td>
</tr>
<tr>
<td><strong>3. 4 CUBIC YARD COMPACTOR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1X Week</td>
<td>$473.94</td>
<td>$490.04</td>
</tr>
<tr>
<td>2X Week</td>
<td>$947.88</td>
<td>$980.09</td>
</tr>
<tr>
<td>3X Week</td>
<td>$1,421.83</td>
<td>$1,470.14</td>
</tr>
<tr>
<td>4X Week</td>
<td>$1,895.77</td>
<td>$1,960.19</td>
</tr>
<tr>
<td>5X Week</td>
<td>$2,369.71</td>
<td>$2,450.23</td>
</tr>
</tbody>
</table>
CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE
EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020

<table>
<thead>
<tr>
<th></th>
<th>Current Rates</th>
<th>New Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Drop-off and Pick-up Charge Per Box</td>
<td>$190.63</td>
<td>$197.10</td>
</tr>
<tr>
<td>2. Tons Disposed/Box X Processing Charge</td>
<td>$42.92</td>
<td>$44.38</td>
</tr>
<tr>
<td><strong>ONE-TIME TEMPORARY USER ROLL-OFF RATES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Drop/off/Pick-up Charge Per Box</td>
<td>$242.06</td>
<td>$250.28</td>
</tr>
<tr>
<td>2. Tons Disposed/Box X Processing Charge</td>
<td>$42.93</td>
<td>$44.39</td>
</tr>
</tbody>
</table>
CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020

<table>
<thead>
<tr>
<th>Current Rates</th>
<th>New Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>$330.90</td>
<td>$342.14</td>
</tr>
<tr>
<td>$42.78</td>
<td>$44.23</td>
</tr>
</tbody>
</table>

TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES

1. Drop/off/Pick-up Charge Per Box
2. Tons Disposed/Box X Processing Charge

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.
* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.
AGENDA TITLE: Adopt Resolution Approving Fiscal Year 2018/19 Mid-Year Budget Adjustments

MEETING DATE: February 20, 2019

PREPARED BY: Budget Manager and Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving the Fiscal Year 2018/19 mid-year budget adjustments.

BACKGROUND INFORMATION: The City Council adopted the Fiscal Year 2018/19 Budget on June 6, 2018. The budget sets the priorities for funding services within the City of Lodi for the fiscal year. With the adopted budget, the City Council requires staff to provide a mid-year update on the status of the budget and to make any necessary adjustments at that time.

General Fund Revenues:
General Fund revenues are trending higher than originally budgeted. The adopted budget showed total projected revenues of $51,300,380. The mid-year budget estimates the year end revenue projection to be $51,959,490. The additional $695,110 in projected revenues is shown in Table 1. All other categories are trending on budget.

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Variance Above Projection</th>
<th>% of Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Strike Team Reimbursement</td>
<td>$201,000</td>
<td>191.4%</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$400,520</td>
<td>3.3%</td>
</tr>
<tr>
<td>Public Safety -Prop 172</td>
<td>$68,820</td>
<td>17.6%</td>
</tr>
<tr>
<td>Business License Tax</td>
<td>$24,770</td>
<td>1.8%</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND REVENUE VARIANCE</strong></td>
<td><strong>$695,110</strong></td>
<td><strong>1.3%</strong></td>
</tr>
</tbody>
</table>

General Fund Expenditures:
General Fund expenditures are trending overall at budgeted level. Recent MOU agreements have increased some department expenditures over original budget levels but are offset by savings in other departments. The overall General Fund expenses are projected to be $292,090 under budget. Table 2 shows the General Fund expenditure projections compared to budget by department. City Clerk, City Attorney, Fire Department, and Non-Departmental show cost overruns, however, savings in other departments more than offset those overruns. A portion of Fire’s overrun is for additional Strike Team related expenses. Lodi Fire Department was called to serve in several substantial wildfires in Butte County, Stanislaus National Forest, Tahoe National Forest, Shasta County and Modoc County in 2018. The extent of these fires and Lodi Fire Department’s service to these communities in need was greater than anticipated in the Budget. Staff is recommending a budget adjustment of $178,000 in the Fire

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APPROVED: ____________________________

Stephen Schwabauer, City Manager
Department for the additional Strike Team expenditures in 2018. The additional expenditures for Strike Team are 100 percent funded through a mutual aid agreement and will be reimbursed. Additionally, due to staff in academy, vacancies and absences, Fire has had to authorize more overtime to meet minimum staffing requirements.

### Table 2

<table>
<thead>
<tr>
<th>Department</th>
<th>2018/19 Budget</th>
<th>2018/19 Estimate</th>
<th>(Over) Under Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Attorney</td>
<td>$540,280</td>
<td>$546,540</td>
<td>($6,260)</td>
</tr>
<tr>
<td>City Clerk</td>
<td>$738,420</td>
<td>$760,570</td>
<td>($22,150)</td>
</tr>
<tr>
<td>City Manager</td>
<td>$483,440</td>
<td>$483,240</td>
<td>$200</td>
</tr>
<tr>
<td>Economic Development</td>
<td>$501,500</td>
<td>$475,710</td>
<td>$25,790</td>
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<tr>
<td>Fire</td>
<td>$12,088,480</td>
<td>$12,554,550</td>
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<td>Internal Services</td>
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<td>$3,975,330</td>
<td>$255,990</td>
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<td>Non-Departmental</td>
<td>$9,372,150</td>
<td>$9,376,190</td>
<td>($4,040)</td>
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<td>Police</td>
<td>$20,852,850</td>
<td>$20,562,690</td>
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<tr>
<td>Public Works</td>
<td>$2,491,940</td>
<td>$2,273,470</td>
<td>$218,470</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$51,300,380</strong></td>
<td><strong>$51,008,290</strong></td>
<td><strong>$292,090</strong></td>
</tr>
</tbody>
</table>

### Electric Utility

Electric Utility revenues are expected to finish the year consistent with expectations at just 0.5 percent lower than budgeted. Expenditures are projected below budget by approximately $6 million as follows: $3.7 million in savings from the refinancing of the 2008 Certificates of Participation; $1.1 million in capital projects, most of which will shift into next year's budget as projects get underway this spring and summer; and $725,000 in vacancy savings.

### Wastewater Utility

Operating revenues are projected slightly higher than budgeted, primarily from a projected increase of $255,070 from development impact fees. Expenditures are expected to be $7.2 million lower than budget of which $6.3 million is in capital projects that will shift into next year's budget as projects get underway. There is also $400,000 in vacancy savings.

### Water Utility

Operating revenues are projected slightly higher than budgeted at $212,310 which is coming primarily from customer charges. Expenditures are expected to be $3.2 million lower than budget of which $2.7 million is the Water Meter Phase 8 Project that will shift into next year's budget.

### Personnel Adjustments

Staff is recommending the addition of two full-time positions in the General Fund. One full time Risk Management Technician position in the City Attorney’s office and one full time Confidential Administrative Secretary in the Internal Services Department.

Risk Management Technician: In the last fiscal year, the City combined the duties of the Legal Secretary and Secretary to the City Manager into an Executive Administrative Assistant to the City Manager and City Attorney. In the year that has passed, it has become evident that additional staff is needed to provide much needed support to both the City Manager and City Attorney. Additionally, a part-time staff position in Risk Management has been vacant for several months. Staff is recommending a combined position to handle technician level duties of both Risk Management and Legal Services. Some of the duties this position would perform include:
• Provide support for new risk management initiatives such as the citywide safety committee, online employee training solutions and an employee wellness program.
• Consolidation of subrogation for damages to city property citywide.
• Worker’s compensation claims assistance and documentation processing.
• Maintain workers compensation files.
• Provide support for the PINS insurance database.
• Perform a variety of complex, sensitive and confidential technical assistance to the operations of the City Attorney’s office.
• Maintain accurate and up-to-date office files, court records and logs.
• Maintain legal reference materials.
• Receive and screen communications, office visitors, telephone calls and correspondence.
• Order office supplies and arrange for equipment repair.

The annual cost of this position is estimated to be $66,230. Staff is requesting the addition of the position and authorization to move forward with hiring in the current fiscal year for an estimated cost of $16,560. This position will be split 50 percent in the City Attorney’s budget, 30 percent in the Worker’s Compensation fund and 20 percent in the General Liability fund. The cost of the position will be included in future cost allocation calculations.

Confidential Administrative Secretary: The Internal Services Department consists of five Divisions and the Deputy City Manager. The department and its five mid managers and one executive manager currently do not have an allocation of clerical support. Duties, which are typically clerical in nature, are primarily done by mid-management staff. The addition of clerical support at the Administrative Secretary skill level will free up manager time to work on projects consistent with their responsibilities. Specifically, this position would provide the following assistance to the department:

• Budget and CAFR document assistance – formatting, organizing, proofing, etc.
• Cal-Card processing of manager statements.
• Purchasing – ordering of supplies, requisition entry, PO receiving, department invoice entry (separation of duties from A/P staff).
• Personnel assistance – Biweekly time entry of staff into the Munis system; processing of personnel action forms.
• Council reports – typing, submitting and monitoring review progress of council reports.
• Reporting – prepare or gather data for quarterly purchases, investment reports.
• Negotiation assistance – keep notes organized, typing MOU’s, schedule meetings.
• Travel assistance with conferences and trainings.
• Create and maintain files.
• Destruction of records annual process.
• Department website maintenance.

The annual cost of this position is estimated to be $93,930. Staff is requesting the addition of the position and authorization to move forward with hiring in the current fiscal year for an estimated cost of $23,350. This position will be included in future cost allocation calculations.

**FISCAL IMPACT:** Offsetting revenue and expenses for Fire Strike Team activities is requested. Expense appropriations for the addition of two staff positions in the General Fund will be covered by budget savings in the current fiscal year. In future years, the new positions will be largely funded by cost allocations to benefitting funds throughout the City. Additional appropriations are requested in the General Liability and Worker’s Compensation funds to cover these funds share of the new position. The funds have adequate revenues and fund balance to support in the current year.
Adopt Resolution Approving Fiscal Year 2018/19 Mid-Year Budget Adjustments
February 20, 2019

Andrew Keys, Deputy City Manager
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Current Budget</th>
<th>Mid-Year Adjustment</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>10041100.57101</td>
<td>Strike Team</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$200,000</td>
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<tr>
<td></td>
<td>Total Revenue Adjustments</td>
<td>$100,000</td>
<td>$200,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>10041100.71002</td>
<td>Overtime</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$200,000</td>
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<td>$100,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>66025000.71189</td>
<td>Personnel</td>
<td>$79,070</td>
<td>$3,310</td>
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<tr>
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<td>Personnel</td>
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<td>$4,970</td>
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<td></td>
<td>Total Expense Adjustments</td>
<td>$118,600</td>
<td>$4,970</td>
<td>$123,570</td>
</tr>
</tbody>
</table>
RISK MANAGEMENT TECHNICIAN

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

DEFINITION
Under general direction, performs a variety of complex, sensitive and confidential technical and clerical work in support of the City Attorney’s office and Risk Management Division including in-person and telephone reception, typing, preparation, assembly and distribution of documents, mail processing, photocopying, and related tasks;

Provides a wide variety of information to employees and the public on the department’s programs and processes, interpretation and application of policies, procedures and regulations;

Facilitates the workers’ compensation claims process for employees; Processes documentation for new claims; Coordinates and tracks transitional duty assignments; Verifies wages and audits payroll codes; Administers the OSHA 300 log; Serves as a liaison between employees and the Third Party Administrator (TPA);

Gathers information from employees, departments and outside agencies in the performance of assigned Risk Management studies and provides technical and legal support to Executive Management; including the City Manager, City Attorney, and Deputy City Manager;

Acts as secretary for Citywide Safety Management Oversight Committee, prepares agenda/minutes and provide reports, tracks inspections and corrective actions, provides basic ergonomic evaluations, assists departments with equipment purchasing, coordinates annual hearing and other medical testing;

Processes subrogation demands for damage to City property; Reviews police reports, gathers loss information and repair costs from impacted departments, contacts insurance carriers to file claims on behalf of the City, prepares invoices and demand letters, responds to probation restitution inquiries, tracks all claims for payment, compiles periodic reports;

Provides support for federal Department of Transportation (DOT) random drug testing program, prepares confidential testing memos, maintains commercial driver database, and completes subsequent employer DOT records requests;

Processes liability claims utilizing an electronic claim administration system for the purpose of entering claims into the system; Documents the electronic file with claim activity; Ensures accurate and timely processing of payments to vendors and claimants, Compiles periodic reports, Responds to claimant inquiries;
Initiates or processes invoices and accounts payable documents to generate payments; receives, processes, and deposits insurance-related payments; Examines and reconciles remittance reports; monitors division budget and assist with developing division budget requests;

Supports PINS insurance database, responds to staff and insurance agent questions, approves routine certificates of insurances for contracts, facilitates certificate of insurance requests from City departments, Maintains electronic and paper files;

Provides administrative support for City Wellness program, tracks initiatives, coordinates committee meetings and takes minutes, provides reports;

Composes and types confidential correspondence; Compiles data for use in a variety of special reports; Prepares and maintains a variety of records and files including federal and state reporting, training logs, court records, legal reference materials and related matters;

Provides excellent customer service and demonstrates tact and diplomacy when discussing sensitive and confidential matters;

Performs other duties related to the operation of the City Manager and City Attorney offices including providing back-up staffing and phone support for the Executive Administrative Assistant.

**Knowledge of:**
Fundamentals of applicable federal, state, and local laws pertaining to the field of Risk Management, and City policies and procedures;

Various types of insurance required by public agencies;

Principles and practices of workers’ compensation and safety and loss control programs. General principles of public liability;

Systems and methods for record keeping, and file maintenance;

English usage, spelling, grammar, punctuation and composition;

General office methods including the operation of personal computers and standard office equipment.

**Ability to:**
Interpret, explain, and apply complex regulations, rules, and agreements; Assist in the administration of various risk and liability programs;

Maintain confidentiality of related materials and issues;
Multi-task and manage workload and priorities with frequently disruptions;

Prepare a variety of written reports, records, and correspondence using a personal computer; Accurately enters, reviews, and maintains data and generates reports in various workers compensation, insurance and ERP systems; Perform complex arithmetical and basic statistical calculations accurately;

Provide excellent customer service to internal and external customers; Establish and maintain effective working relationships with those contacted in the course of the work;

Establish and maintain cooperative working relationships with other employees and the public.

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

**Education:**
Equivalent to the completion of high school, supplemented by college level courses related to human resource management, business administration or related field is highly desirable.

**Experience:**
Three years of increasingly responsible clerical experience in a Human Resources, Insurance or Legal office involving administering public agency insurance, claims and/or liability management activities with frequent contact with the public. Prior public agency experience is highly desirable.

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

**WORK/ENVIRONMENTAL CONDITIONS**
Work is generally performed in an office setting with extensive public contact and frequent interruptions.

Primary functions require sufficient physical ability to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach and twist; to lift, carry, push and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; attending meetings and take notes; talk or hear, in person and by telephone; and using personal computers, cell phones, and/or hand held electronic devices.

*FLSA Status: Non-EXEMPT*
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING
THE CITY OF LODI FISCAL YEAR 2018-19 BUDGET AND
APPROVING THE ADDITION OF ONE CONFIDENTIAL RISK
MANAGEMENT TECHNICIAN AND ONE CONFIDENTIAL
ADMINISTRATIVE SECRETARY

========================================================================

WHEREAS, the City Council adopted the Fiscal Year 2018-19 Budget (budget) on
June 6, 2018; and

WHEREAS, the 2018/19 Financial Plan and Budget was prepared in accordance with
the City Council’s goals, budget assumptions, and policies; and

WHEREAS, the budget Resolution requires a mid-year update which was presented to
City Council at its regularly-scheduled meeting on February 20, 2019; and

WHEREAS, revisions to the budget are necessary to address circumstances unknown at
the time of the budget adoption.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lodi
approves:

1) All budget amendments to Fiscal Year 2018-19 Budget as outlined on Exhibit A; and
2) The addition of one new Confidential Risk Management Technician position with an
estimated annual cost of $66,230 for the City Attorney’s Office; and
3) The addition of one new Confidential Administrative Secretary position with an
estimated annual cost of $93,930 for the Internal Services Department.

Dated: February 20, 2019
========================================================================

I hereby certify that Resolution No. 2019-____ was passed and adopted by the City
Council of the City of Lodi in a regular meeting held February 20, 2019, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2019-____
Exhibit A
Mid-Year Adjustments
FY 2018-19

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>Current Budget</th>
<th>Mid-Year Adjustment</th>
<th>Revised Budget</th>
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</thead>
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<tr>
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<td><strong>Revenue Amendment</strong></td>
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<td>Strike Team</td>
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<td><strong>Total Revenue Adjustments</strong></td>
<td>$105,000</td>
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<td><strong>Expense Amendment</strong></td>
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<td><strong>660 - General Liability Fund</strong></td>
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<tr>
<td>66025000.71189</td>
<td>Personnel</td>
<td>$79,070</td>
<td>$3,310</td>
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<tr>
<td></td>
<td><strong>Total Expense Adjustments</strong></td>
<td>$79,070</td>
<td>$3,310</td>
<td>$82,380</td>
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<tr>
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<td><strong>665 - Worker’s Compensation Fund</strong></td>
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<tr>
<td>665251000.71189</td>
<td>Personnel</td>
<td>$118,600</td>
<td>$4,970</td>
<td>$123,570</td>
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<tr>
<td></td>
<td><strong>Total Expense Adjustments</strong></td>
<td>$118,600</td>
<td>$4,970</td>
<td>$123,570</td>
</tr>
</tbody>
</table>
AGENDA TITLE: Appoint Members to the Measure L Citizens’ Oversight Committee

MEETING DATE: February 20, 2019

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Appoint members to the Measure L Citizens’ Oversight Committee.

BACKGROUND INFORMATION: On November 6, 2018, Lodi voters passed Measure L with a 58.7% yes vote. Measure L is a one half cent transactions and use tax to be effective April 1, 2019. The 75 word ballot language reads:

To make neighborhoods safer, maintain/improve essential City of Lodi services including: reducing crime; maintaining neighborhood police patrols/gang violence intervention/prevention; fixing potholes/city streets; maintaining neighborhood fire stations; enhancing rapid police/fire response times by restoring firefighter and adding police positions; maintaining recreation facilities/programs; and other general fund purposes; shall the City of Lodi measure enacting an ongoing half cent local sales tax, providing $5,400,000 annually, with independent citizen oversight, and funds spent locally, be adopted?

On January 15, 2019, staff presented the Council an update on Measure L including administrative contracts with the California Department of Tax and Fee Administration and HdL Companies currently in place. Council provided direction on the initial Measure L Citizens’ Oversight Committee (Committee) selection process. A summary of that direction follows.

- All Councilmembers will review all applications, regardless of district.
- Each Council member shall represent their own district and have one nomination from the pool of eligible applicants.
- To the extent possible, one committee member should be from each of the five Council Districts.
  - If there is not an eligible applicant from a Council member’s district, that Councilmember may choose their nomination from the applicants in another district.
- Council Members represent the following districts:
  - District 1 – Alan Nakanishi
  - District 2 – Mark Chandler
  - District 3 – Doug Kuehne
  - District 4 – JoAnne Mounce (resides in District 4, but elected by prior at large system)
  - District 5 – Bob Johnson (currently occupies the seat that will be held by the District 5 representative in 2020)
- Councilmember nominations shall be approved unless a super majority of four Councilmembers vote against the nomination.
Two Committee members receive three-year terms and three Committee members receive two-year terms.
  • Longer terms are reserved for those candidates that have a CPA or equivalent financial background.

By the Ordinance approved by the voters, there are certain restrictions on Measure L Committee members. Per LMC Section 3.30.150B, members cannot be:

• Current City employees;
• Current City officials (members of other committees, boards or commissions or Council members);
• Current contractors or vendors of the City of Lodi; or
• Past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

The application period for the Committee was open from January 16, 2019, through February 8, 2019. The applications received are summarized as follows:

<table>
<thead>
<tr>
<th>Total Eligible Applications Received</th>
<th>10</th>
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</thead>
<tbody>
<tr>
<td>District 1</td>
<td>4</td>
</tr>
<tr>
<td>District 2</td>
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<td>District 3</td>
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<td>District 4</td>
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<td>District 5</td>
<td>0</td>
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<tr>
<td>Applicants with CPA or Equivalent Background</td>
<td>5</td>
</tr>
</tbody>
</table>

City Council members received the comprehensive packet of all ten applications on February 12, 2019. The applications are attached to this report, with certain personal information redacted to protect the privacy of the applicants.

**FISCAL IMPACT:**

There is no fiscal impact from selecting committee members. All Committee activities will be funded by Measure L proceeds and recommended in future budget years.

**FUNDING AVAILABLE:**

There are no planned expenditures in Fiscal Year 2018/19. Future year expenditures will be included in budget recommendations using Measure L revenues.

________________________________________
Andrew Keys
Deputy City Manager
To: Council, City Manager, Deputy City Manager, and City Attorney

Measure L Citizens’ Oversight Committee

Application Packet

Applications were verified for:
1) registration in the City of Lodi
2) confirmation of Council District

The application period was open from January 16 through February 8, 2019. Council Member selection is scheduled for the February 20 Council meeting. The applications received are summarized as follows:

<table>
<thead>
<tr>
<th>Total Eligible Applications Received</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>District 5</td>
<td>0</td>
</tr>
<tr>
<td>Applicants with CPA or Equivalent Background</td>
<td>5</td>
</tr>
</tbody>
</table>
District 1
Profile

Melinda Brown

Email Address

Street Address

Lodi

City

Home: Mobile:

Primary Phone Alternate Phone

Which Boards would you like to apply for?

Measure L Citizens' Oversight Committee: Eligible

Retired

Employer

Job Title

Number of years of professional experience in accounting or related field?

20

Do you currently possess a Certified Public Accountant license or other related license? *

☑ No

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

N/A

If NO, are you currently working to obtain a CPA or related license? *

☑ No
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

I'm retired from a 33 year career at the Sacramento Municipal Utility District (SMUD). As you will see on my resume, I was involved in some of SMUD’s biggest projects over the years, mainly in a budget and schedule role. I have an AA degree from Cosumnes River College. My husband and I volunteer extensively with our church, Grace Point in Lodi.

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Female

Date of Birth

I wish to serve on this board because:

I enjoy living in Lodi. I voted for measure L and wanted to serve my community and be a part of working towards the goals and improvements that I believe the measure L funds are to support.

Question applies to Measure L Citizens’ Oversight Committee

Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens’ Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens’ Oversight Committee

Membership Criteria

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

☒ I Agree

Question applies to Measure L Citizens’ Oversight Committee

Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

☒ I Agree
Are you registered to vote in Lodi?

☐ Yes ☐ No

I understand that, once filed, my application is copied to the City Council and becomes a public record.

☐ I Agree

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFImages/District%20Map.pdf) - will be verified by staff.

☐ District 1
Melinda Brown

Introduction: I have been a resident of Lodi for the past 13+ years and very much enjoy living here. It’s my desire to serve our community and to see it continue to prosper and thrive. I supported Measure L with my ballot vote and wanted to be involved in seeing the funds allocated in a way that benefits Lodi, even if just in a small way as being part of the oversight committee. The majority of my budget experience comes from my career at the Sacramento Municipal Utility District as described below. Thank you for considering me for this committee.

Job History:

Post-Retirement
Lodi Memorial Hospital
Dedicated Financial Services
October 2015 – October 2016

Pre-Retirement
Sacramento Municipal Utility District (SMUD)
July 1980 - July 2013 (Retired)

Summary of Experience:

Lodi Memorial Hospital 10/15 – 10/16
Billing Clerk – Durable Medical Equipment Dept.
• Helped bring in new billing/inventory software system
• Created billing invoices for customers/patients
• Transferred patient data from old software system to new system
• Wrote procedures and lead training for new system

Dedicated Financial Services 1/5/15 – July 2015
Administrative Asst. - 20 hours per week
• Process investment and Medicare forms and applications using various software programs.
• Handle documents and customer information as per Broker/Dealer compliance procedures and confidentiality standards.
• Update client data in various systems.
• Answer phones, update calendar, filing.

SMUD 10/08 – 7/13 Smart Meters Project & Smart Grid Projects
Project Coordinator (Business Planning Analyst)
The Smart Meter project had a budget of approx. $22 Million
The Smart Grid project was a grant from the DOE with strict reporting requirements
• Develop and maintain project schedule with input from Smart Meter team leads. Monitor task deadlines and report progress to SMUD management as well as provide reports for DOE reporting.
- Develop and monitor project budget and project expenditures on a monthly basis, adjust forecasts and report progress and variances to SMUD management as well as provide reports for DOE reporting.
- Developed project metrics and reporting methods for SMUD management as well as DOE reporting.
- Manage multiple reporting deadlines to support communication of project progress to SMUD management as well as DOE reporting.
- Monitor project contract expenditures and review contracts for pertinent payment milestones. Review invoicing for project.
- Utilized Microsoft Excel, Word, Project and Outlook on a daily basis at a proficient to advanced level.

SMUD 5/06 – 10/08 Rancho Seco – Plant Decommissioning Cost Scheduler
- Input updates and add new data into Primavera project scheduling software
- Produce project schedules in various formats and modify schedules as requirements change.
- Produce monthly budget analysis reports using SAP and Primavera.
- Prepare and submit monthly accruals.

SMUD 1/99 – 5/06 Rancho Seco – Plant Decommissioning Sr. Administrative Supervisor
- Provide administrative support to Project Manager, Spent Fuel Storage and Project Controls Supervisor.
- Maintain data for and produce Decommissioning Trust Fund forecasts. ($523 Mil.)
- Assist with the annual Decommissioning budget and cost estimate process.
- Locate, assemble and interpret project records in support of a successful $40 million lawsuit to recover Spent Fuel Project costs.

SMUD 7/90 – 1/99 Headquarters – Human Resources Dept. Sr. Administrative Supervisor
- Perform supervisory duties including the direction of work, performance reviews, coaching, motivating and training.
- Manage the day-to-day activities of the administrative support unit.
- Assist SMUD employees from all levels of the organization with various HR questions.
- Handle sensitive information on a daily basis.
- Familiarization with employee benefit programs, HR record keeping systems, civil service rules and SMUD policies and procedures.

SMUD 7/80 – 7/90 Headquarters – Various Depts. Various Clerical Classifications (Utility Typist Clerk; Sr. Utility Clerk; Human Resources Technician)
Many and various typical clerical duties including answering phones, typing, filing and communicating with SMUD customers as well as SMUD employees.
Education:

AA Degree – 1978 from Cosumnes River College - General Education.

Have consistently taken training classes that support my development in areas such as: Supervisory, Customer Service, Problem Solving/Decision Making, Effective Influence Techniques and Creating Effective Teams.
Completed various on-line courses such as Effective Inter-functional Relationships and a series titled Leadership Skills for Women.
Completed various courses to learn about specific software programs such as Excel and project scheduling software.

Skills:
Self-motivated, able to work independently or in team environment, detail oriented, proficient in Microsoft Excel, Word and Project as well as Microsoft Outlook. Familiar with customer service techniques.

References:
Erik Krause - Sr. Project Manager, SMUD (Former Supervisor) [Redacted]
Lupe Jimenez - Sr. Project Manager, SMUD (Former Supervisor) [Redacted]
**Profile**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Initial</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael</td>
<td>J</td>
<td>Collins</td>
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**Which Boards would you like to apply for?**

**Measure L Citizens' Oversight Committee:** Eligible

Collins Family Funeral Home, Inc.

Owner

**Question applies to Measure L Citizens' Oversight Committee**

There are no professional qualifications to serve on the Measure L Citizens' Oversight Committee. A resume is required because Lodi Municipal Code Section 3.30.150 B suggests a minimum of two Certified Public Accountants (CPA) or the equivalent will be on the Committee.

**Question applies to Measure L Citizens' Oversight Committee**

[Michael_s_Resume.pdf](#)

**Upload a Resume**

**Question applies to Measure L Citizens' Oversight Committee**

Number of years of professional experience in accounting or related field?

0

**Question applies to Measure L Citizens' Oversight Committee**

Do you currently possess a Certified Public Accountant license or other related license? *

☐ No

**Question applies to Measure L Citizens' Oversight Committee**

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

N/A

**Question applies to Measure L Citizens' Oversight Committee**

If NO, are you currently working to obtain a CPA or related license? *

☐ N/A
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

Please see attached resume.

Michael_s_Resume.pdf
Upload a Resume

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Male

Date of Birth

I wish to serve on this board because:

I have lived in Lodi for almost 20 years, in that time I have always been actively supportive of our local police and fire depts. through my businesses. I am interested in serving on the oversight committee as I went "door to door" and contacted a lot of people to garner support for measure I, and am now interested in learning exactly how the funds will be used. I attended several meetings with the city manager and heard his plan so I am aware of the planned designation for the funds. I also think citizen oversight is important to help retain future support for this measure.

Question applies to Measure L Citizens' Oversight Committee

Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens' Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens' Oversight Committee

Membership Criteria

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

☑ I Agree

Question applies to Measure L Citizens' Oversight Committee

Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

☑ I Agree
Question applies to multiple boards

Are you registered to vote in Lodi?

☐ Yes  ☐ No

Question applies to multiple boards
Public Record

I understand that, once filed, my application is copied to the City Council and becomes a public record.

☐ I Agree

Question applies to Measure L Citizens' Oversight Committee

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFimages/District%20Map.pdf) - will be verified by staff.

☐ District 1
Michael Collins

Summary

I am interested in serving on the Measure L Citizen Oversight Committee. I believe that my 30 plus years of business experience combined with my people skills and common sense approach to problem solving will make me an asset to the committee.

Employment History

Collins Family Funeral Home, Inc (formerly Gierhart, Wells & Donahue)  
Owner  
As the owner of this business I am responsible for all aspects of running and staffing the operation, as well as budgetary control and expense management.  

Lodi Funeral Home, Inc.  
Manager  
Lodi, California  
January 1999 - December 2016  
As the manager of Lodi Funeral Home I was responsible for aspects of operating this business including budgetary management, daily operations, staffing, hiring, acquisitions and sales.

Service Corporation International (SCI)  
Area Manager  
January 1996 - January 1999  
As area manager I was responsible for the daily operations of 11 mortuaries, 4 cemeteries, two crematories, and 2 flower shops, and roughly 250 employees. I was also responsible for multimillion dollar sales and regional budgets.

FedEx Corporation  
Regional Manager - Key Accounts  
January 1981 - December 1996  
I began my career at Federal Express in the Sacramento Call center as an agent. I worked my way up through executive services, regional operations, operations management and area management before becoming the manager of regional key account services. My area was large, stretching from Kansas City to Honolulu! My group was responsible for support to all of Fedex's Key Accounts in the Western Region. I had a 1.5 Billion dollar revenue responsibility and managed a team of 25 highly trained specialists that supported the top 3% of all revenue producing customers in our region. These are FedEx's largest accounts. I had authority to implement policy affecting operations in every area of the company and reported directly to the company chairman. I managed budgets that were several hundred million dollars in size and insured our customers were met with best possible service and support from our company on a global level. After leaving FedEx to go to SCI, FedEx retained me for an additional five years as a consultant to and with their Key Accts.

Hobbies & Interests

I collect classic cars. Mostly professional vehicles from the fifties and sixties and enjoy taking them to car shows. I also enjoy travel and cooking.
Application for Consideration of Appointment to a Board, Commission, Committee, or Task Force
Submit Date: Jan 19, 2019

Profile

Gray
First Name

Drohan
Last Name

Prefix

Email Address

Street Address:

Lodi
City

CA
State

Mobile: __________ Home: ____________________

Suite or Apt

Postal Code

Which Boards would you like to apply for?

Measure L Citizens' Oversight Committee: Eligible

OpenGate Capital Management, LLC
Employer

Vice President, Operations
Job Title

Number of years of professional experience in accounting or related field?

35

Do you currently possess a Certified Public Accountant license or other related license? *

☑ No

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

N/A

If NO, are you currently working to obtain a CPA or related license? *

☑ No
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

I would like to emphasize that, while I let my CPA license expire many years ago, my Accounting and Finance training and experience has been a critical attribute and differentiator for me in the corporate technology work that I have since focused upon. Whether internal or external, my “customers” have always been the CFOs, VPs of Finance and Controllers. I am delivering or maintaining the core financial systems (and can only do so with an understanding of the underlying logic) and managing projects that are estimated, budgeted and measured.

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Male

Date of Birth

I wish to serve on this board because:

I see this in many ways as being an extremely unique opportunity. The body is unique. The objective is unique. And I expect there to be unique challenges in developing a vehicle for transparency to an often-skeptical citizenry. But these are the kind of challenges that excite me. It can be done. And my belief in that has me enthusiastically applying to be a member of this committee. I have also been looking for a way to get more deeply involved in the Lodi community. I came here about 7 years ago, expecting to stay only a few weeks. But in those few weeks I met so many great people that became my friends so honestly, that I couldn’t go. I love this place, I chose to stay, and I expect to be here for many years to come. It would be a privilege to lend the extent of my capabilities to this committee, the City Council and the City of Lodi.

Question applies to Measure L Citizens’ Oversight Committee

Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens’ Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens’ Oversight Committee

Membership Criteria

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☑ I Agree
Question applies to Measure L Citizens' Oversight Committee

Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

☑ I Agree

Question applies to multiple boards

Are you registered to vote in Lodi?

☑ Yes ☐ No

Question applies to multiple boards

Public Record

I understand that, once filed, my application is copied to the City Council and becomes a public record.

☑ I Agree

Question applies to Measure L Citizens' Oversight Committee

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/ clerk/aPDFimages/District%20Map.pdf) - will be verified by staff. *

☑ District 1
Experienced Business and Information Technology Leader

Owns over 25 years of success in information technology and business management roles, addressing business needs and requirements in all functional domains with strategic vision and tactical action. A broadly-experienced and accomplished senior Technology and Business leader with complementary education and experience in Accounting and Finance. Former CPA, CFO and CIO. Blends entrepreneurial instincts, personnel leadership skills, depth of knowledge of business operations and industry trends, information technology, and internal and external customer relationship management to aggressively direct the accomplishment of business strategy.

Leverages a mixed career of both corporate and professional services roles to ramp-up quickly in new industries, locales and roles, and able to bring industry and process “best practices” into use.

An energetic, up-to-date and “hands-on”-capable leader whose enthusiasm motivates the high-performance teams that he builds, organizes and mentors. A true team player, who develops trust and strong working relationships through integrity and credibility, encourages collaboration, manages conflict, and communicates transparently. A visionary architect, trusted advisor and pragmatic planner, who is demanding of quality and driven to provide exemplary service to internal and external customers.

Experienced in multi-site and international operations, including quickly integrating acquisitions and orienting remote and culturally-diverse staff.

CORE COMPETENCIES

- Business Leadership
- Empathy and Communication
- Project Management
- IT/Business Alignment
- Team-Building and Mentorship
- Accounting and Finance
- Budgeting/Strategic Planning
- Office Productivity
- Infrastructure and Operations
- Enterprise Apps (ERP, CRM, etc.)
- CEO/CFO/CIO Affinity
- Contracts and Agreements
- Cloud Computing
- Virtualization
- Process Improvement
- Vendor Management
- Creating Order from Ambiguity
- Governance and Compliance
- Global Delivery
- Customer Experience
- Sales and Marketing

PROFESSIONAL EXPERIENCE

OpenGate Capital Management, LLC
Los Angeles, California
June 2017 to Present

Vice President

Lends experience and oversight to Information Technology-related functions at OpenGate’s portfolio companies. Supports the firm’s M&A transaction team by owning IT operational and budgetary assessment during diligence. Assists in software and vendor selection when financial and operational systems replacement are required for carve-out.
RSM US LLP  
(Pleasanton, California)  
February 2011 to November 2016
(Acquirer of Junction Solutions, Inc. in December, 2015)

Consulting Director

Successfully led multiple, concurrent Dynamics AX ERP implementation projects across multiple industries (including bio-technology, retail, agriculture and food distribution) for a large, enterprise software consultancy. Developed, monitored and presented key progress metrics. Mentored and developed functional and technical team members. Enhanced and expanded client relationships as a trusted technology advisor and project manager. Successfully led West Region college recruiting efforts, filling all available positions with talent that is now fully billable. Acted as a prime contributor to company pre-sales and implementation methodology, drafting most of the language now present in standard Statement of Work templates and developing an approach for client-led security configuration planning.

Menlo Technologies (On Contract)  
Redwood City, California  
2010 to 2011

Vice President, Technology Services

Provided consultative support to the management of an established Microsoft Gold Certified channel partner specializing in online email, collaboration and conferencing services migrations and implementations. Assisted in various Pre-Sales Engineering, Sales, Marketing, and implementation efforts.

Simpson Strong-Tie Company, Inc.  
(Pleasanton, California)  
2003 to 2009

CIO/Director, Information Technology Systems and Services

As the Information Technology leader in a nearly $1,000,000,000, publicly-traded, multi-national manufacturing and distribution company, directed both the strategy and 24x7 operations of a global IT organization serving nearly 3,000 employees across 40+ sites in 11 countries. Provided the vision necessary to design and deliver highly valued applications and technology solutions aligned with current business while in support of strategic initiatives. Smoothly supported the fast, global growth of the company (from 25 to 46 sites, with 13 of 21 new sites located overseas) with well-reasoned and deliberate enhancements to IT staff levels and expertise. Reported directly to the CEO and participated as a member of the senior management team. In addition:

- Constructed an organization and designed processes providing superior levels of service on budgets of less than 1% of Revenue.
- Designed and constructed a “private cloud”-based business systems delivery infrastructure that saved the company more than $1,000,000 per year.
- Led the process to select and then implement the company’s next generation comprehensive business (ERP) system, Microsoft’s Dynamics AX. Acted as the primary liaison with software and consulting vendors. Fulfilled Project Management roles in engaging internal users and Subject Matter Experts to contribute to requirements definition and developed change management processes to assure of Sarbanes-Oxley compliance. Directed the development of several unique and beneficial system management and administration tools.
- Initiated and drove the development of a suite of customer-facing applications providing “game-changing” credibility to key technical products being marketed. Recognized by both Sales and our competitors.
- Introduced a new recruiting approach in North America and built highly professional and effective teams in Europe and China, as well.
- Actively planned and coordinated the systems integrations of several acquired companies.
Gray Drohan (cont.)

**Akamai Technologies, Inc.**
San Mateo, California 2000 to 2002

*Director, Operations – Streaming Network and Applications*

Designed and directed the construction, modification and maintenance of the web site hosting one of the world’s most scalable interactive corporate communication, collaboration and web-casting applications, Akamai’s Forum live and on-demand application service for streaming audio, video and slide presentations. Delivered an extremely high quality user experience in a very unforgiving, real-time environment. Also:

- Cost-effectively managed Akamai’s significant multi-site satellite downlink and encoding service operations in their entirety. Reliably managed to Service Level Agreements for such high-profile streamed programs as “The Rush Limbaugh Show,” and specialty sporting events from around the world.
- Built highly effective site operations and customer care/help desk teams and kept morale high during challenging times. Responsibly laid off many when conditions required.
- Developed the idea and led the overnight effort that produced the prototype for the “Forum-in-a-Box” enterprise communications software product. As a result, product management duties were added on top of those from the existing Operations role.

**Network24 Communications, Inc.**
Cupertino, California 1999 to 2000

*Director, Operations and IT*

Directed the growth in both production and internal systems of a 40-person Internet start-up that was acquired by Akamai Technologies. A partial list of successes is as follows:

- Personally implemented “from scratch” business-critical systems, like Microsoft Exchange, for e-mail and remote access capabilities benefitting users on the road.
- Designed and built out the first datacenter, including hardware and software load balancing, redundant web and streaming servers, physically and logically redundant networking, and state-of-the-art Windows Media encoding facilities.
- Installed and supported bug-tracking, load-testing applications and utilized the results to tune systems and provide scalability metrics to Product Management.

**Panurgy(formerly Servinet Consulting)**
San Francisco, California 1992 to 1999

*VP/Director of Integration Services*

**Hampton Court Holdings, Inc.**
San Francisco, California 1989 to 1992

*Chief Financial Officer and Director of Information Technology*

**Arthur Andersen & Co.**
Seattle, Washington 1983 to 1989

*Audit Manager – focusing on forensic accounting*

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**EDUCATION**

*Bachelor of Arts in Business Administration, Accounting Concentration*
University of Washington, Seattle, Washington

*CIO Institute*
Invited to and attended the inaugural symposium at the Center for Executive Development
Haas School of Business, University of California
CERTIFICATIONS

Certified Public Accountant, State of Washington (former)
Microsoft Certified Systems Engineer (former)

Microsoft Certified Business Management Solutions Specialist: Microsoft Dynamics™ CRM 4.0 Customization and Configuration

Achieved a 99th percentile score on the Watson-Glaser Critical Thinking Assessment, October 2010
**Profile**

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<td>L</td>
<td>Woehl</td>
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- **Email Address**: [Redacted]
- **Street Address**: [Redacted]
- **City**: Lodi
- **State**: CA
- **Postal Code**: [Redacted]
- **Home**: [Redacted]
- **Mobile**: [Redacted]

**Which Boards would you like to apply for?**

- **Measure L Citizens' Oversight Committee**: Eligible

**Gary L. Woehl, CPA**

**Employer**: CPA / Self-Employed / Retired

Question applies to Measure L Citizens' Oversight Committee

There are no professional qualifications to serve on the Measure L Citizens' Oversight Committee. A resume is required because Lodi Municipal Code Section 3.30.150 B suggests a minimum of two Certified Public Accountants (CPA) or the equivalent will be on the Committee.

**Woehl_resume.pdf**

Upload a Resume

**Number of years of professional experience in accounting or related field?**

- 42

**Do you currently possess a Certified Public Accountant license or other related license?** *

- Yes

**If YES, please provide your CPA or related license # (or type N/A if your answer is no)**

- 546328

**If NO, are you currently working to obtain a CPA or related license?** *

- N/A
**Interests & Experiences**

**Professional Information:** (education, previous volunteer service, etc.)

Lodi Union High School - June, 1970
University of the Pacific - Bachelor of Arts, Major in Accounting, May, 1975
CPA License - November 17, 1989, License #54632E

**Woehl resume.pdf**

Upload Resume

**Ethnicity**

- Caucasian/Non-Hispanic

**Gender**

- Male

**Date of Birth**

I wish to serve on this board because:

It is vital for the citizens of Lodi to have accountability and transparency from the City of Lodi and City Council as to the Measure L proceeds. I feel that I have a civic duty to see where the Measure L proceeds are being spent and that they are used as intended. The citizens of Lodi were promised that the funds would be used for public safety (police and fire) and infrastructure projects in Lodi. I want to serve on the board to encourage fiscal responsibility by the City Council and increase community awareness of the Measure L activity. Also, I want to utilize my CPA/accounting experience to ensure Measure L compliance.

Question applies to Measure L Citizens' Oversight Committee

Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens' Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens' Oversight Committee

**Membership Criteria**

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

- I Agree

Question applies to Measure L Citizens' Oversight Committee

**Form 700 - Conflict of Interest**

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

- I Agree
Question applies to multiple boards

Are you registered to vote in Lodi?

☐ Yes ☐ No

Question applies to multiple boards
Public Record

I understand that, once filed, my application is copied to the City Council and becomes a public record.

☐ I Agree

Question applies to Measure L Citizens' Oversight Committee

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFimages/District%20Map.pdf) - will be verified by staff.

☐ District 1
PROFESSIONAL QUALIFICATIONS

OF

GARY L. WOEHL

EDUCATIONAL BACKGROUND AND CREDENTIALS:
Lodi Union High School - June, 1970
Bachelor of Arts, Major in Accounting, University of the Pacific, Stockton, California - May, 1975
Licensed as a Certified Public Accountant, November 17, 1989, State of California, License Number 54632E

PUBLIC ACCOUNTING SERVICES:
My professional background includes forty-two (42) years of experience in public and private accounting. I have considerable experience in tax and have gained valuable accounting and auditing experience in my professional career. I had been a sole practitioner from June 1, 1995 to October 31, 2017. I retired from public accounting on November 1, 2017.

December, 1975 - December, 1980: Snell, Moretto, Riesenbeck, Crane & Rich, CPA's
June, 1995 - October, 2017: Gary L. Woehl, CPA (Stockton, CA)

PROFESSIONAL AFFILIATIONS:
I am currently a member of the following professional organizations:

American Institute of Certified Public Accountants
California Society of Certified Public Accountants

I was a member of the Peer Review Program.

PROFESSIONAL SERVICES OFFERED:
- Tax planning and preparation - individuals, partnerships, corporations, estates, trusts and non-profit organizations
- Accounting and auditing services - all phases except governmental accounting
- Business consulting and financial planning

(Updated - November 1, 2017)
GARY L. WOEHL
CERTIFIED PUBLIC ACCOUNTANT

TAX PLANNING
AND
PREPARATION SERVICES

Diversified services provided for individuals, partnerships, corporations, estates, and trusts including in-house computerized tax return preparation, tax projections, and tax planning. I have experience in the representation of clients before the IRS and FTB in the areas of tax audits and collections.

ACCOUNTING
AND
AUDITING SERVICES

Preparation of compilation, reviewed, and audited financial statements. General ledger accounting services including monthly, quarterly, and annual preparation. In-house computer system and custom financial statement preparation. Bookkeeping, payroll tax, and sales tax services.

BUSINESS CONSULTING

Review and analysis of accounting records and internal control. Business start up services provided including computer software implementation. Employee retirement plan and fringe benefit recommendations provided. Review of Buy/Sell Agreements. Business sales and acquisitions. Purchase/sale price allocations and financing recommendations.

ESTATE AND GIFT TAX SERVICES

Estate and gift tax planning and administration of both large and small estates including preparation of estate and gift tax returns and accountings required by courts or trustees. Advice and planning for lifetime gifts for purposes of utilizing unified tax credits.

FINANCIAL PLANNING

Planning for future retirement needs via IRAs, 401(K), HR-10, and SEP plans. Review of business and individual insurance needs. Preparation of personal financial statements and family budgets. Financial goal planning including future education funding plans, home mortgage financing, refinancing, and will planning.
District 2
Application for Consideration of Appointment to a Board, Commission, Committee, or Task Force

Submit Date: Feb 06, 2019

Profile

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Which Boards would you like to apply for?

Measure L Citizens' Oversight Committee: Eligible

WPSS Group

Legislative Assistant

Employer

Job Title

There are no professional qualifications to serve on the Measure L Citizens' Oversight Committee. A resume is required because Lodi Municipal Code Section 3.30.150 B suggests a minimum of two Certified Public Accountants (CPA) or the equivalent will be on the Committee.

Question applies to Measure L Citizens' Oversight Committee

Number of years of professional experience in accounting or related field?

0

Do you currently possess a Certified Public Accountant license or other related license? *

☐ No

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

N/A

If NO, are you currently working to obtain a CPA or related license? *

☐ No
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

I obtained my B.A. from California State University, Sacramento. I currently work for WPSS Group, a government consulting firm in Sacramento, where I analyze legislation and consult businesses on government operations. I volunteer for local churches as a worship team drummer, and currently am involved at First Baptist Church on Mills Avenue. I also volunteer for Take Back Lodi.

I wish to serve on this board because:

My past experience working for the California State Legislature equipped me with a breadth of knowledge of the public sector, and how government budgets are developed. I have analyzed state budget appropriations and how they impact municipalities and non-governmental organizations. I want to use this knowledge and understanding to better my community, and ensure that our city can delivers on its promises of more officers and improved parks and roads.

Question applies to Measure L Citizens' Oversight Committee
Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens' Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens' Oversight Committee
Membership Criteria

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

☑ I Agree

Question applies to Measure L Citizens' Oversight Committee
Form 700 - Conflict of Interest

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☑ I Agree
Question applies to multiple boards
Are you registered to vote in Lodi?
☑ Yes ☐ No

Question applies to multiple boards
Public Record
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☑ I Agree

Question applies to Measure L Citizens' Oversight Committee
To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFimages/District%20Map.pdf) - will be verified by staff. *

☑ District 2
SUMMARY
Dynamic policy and budget analyst with four years of experience in the California State Capitol. Creative and proactive team player with exceptional communication skills and a strong background in customer service and community engagement.

SKILLS
- Policy Consulting
- Adobe Creative Suite
- Communications
- Customer Service
- Website and Content Management
- Office Administration
- Legislative Advocacy
- Social Media Marketing
- Project Management

EXPERIENCE
WPSS GROUP
Legislative Assistant, Sacramento, CA, January 2017 – Present
- Monitored bills, regulations and budget items, analyzed them as to their impact on client operations, and communicated to stakeholders as necessary.
- Drafted and distributed communications to the California State Legislature and stakeholders, including letters of support and opposition to legislation, independent bill analyses, and proposed amendments.
- Closely tracked legislation throughout the State’s legislative process, and made recommendations for WPSS Group leadership and engagement.
- Provided technical assistance, interacted with, and shared knowledge of grant program and contract procurement opportunities with internal staff, partner agencies and the firm’s clients.
- Managed partner schedules and WPSS Group’s electronic records database.
- Designed graphics, PowerPoint presentations, and websites for both the firm and our clients.

CALIFORNIA STATE CAPITOL BUILDING
Legislative Aide, Sacramento, CA, May 2015 – January 2017
- Provided in-depth legislative analyses and vote recommendations on bills before the Assembly Floor and Assembly Health, Privacy and Consumer Protection, and Accountability and Administrative Review committees.
- Developed strong and collaborative relationships with state and federal agencies, partner organizations, coalitions, legislators and Capitol staff, and interest groups to advance shared objectives.
- Drafted materials for lawmakers, the public, and the media to help advance our campaigns, including opinion editorials, press releases, letters to the editor, action campaign emails, factsheets, bill summaries and policy briefs, and presentations.
- Served as community liaison to help represent the Assembly Member’s office in the district and form relationships with local leaders, business owners, and constituents.
- Managed constituent casework and the member’s social media profiles, public e-mail accounts, and websites.

OTHER EXPERIENCE
- California State Assembly
- Lodi Beer Company – Lodi, CA
- Starbucks – Lodi, CA

Server, Lodi, CA, June 2012 – September 2017
- First Baptist Church – Lodi, CA

Barista, Lodi, CA, September 2011 – May 2013

EDUCATION
Bachelor of Arts (B.A.) in Government, California State University, Sacramento, May 2015 – January 2017
- 3.5 GPA, Cum Laude

COMMUNITY
Homeless Encampment Clean-up Volunteer, Take Back Lodi – Lodi, CA, January 2018 – Present
- Worship Team Drummer, First Baptist Church – Lodi, CA, 2006– Present
Application for Consideration of Appointment to a Board, Commission, Committee, or Task Force

Submit Date: Jan 17, 2019

Profile

Mr. Terence R Spring

Email Address

Street Address

Lodi

Mobile: [Redacted] Home: [Redacted]

Which Boards would you like to apply for?

Measure L Citizens' Oversight Committee: Eligible

Retired Hospital Administrator-Chief Operating Officer /VP

Employer

Job Title

Question applies to Measure L Citizens' Oversight Committee
There are no professional qualifications to serve on the Measure L Citizens' Oversight Committee. A resume is required because Lodi Municipal Code Section 3.30.150 B suggests a minimum of two Certified Public Accountants (CPA) or the equivalent will be on the Committee.

Question applies to Measure L Citizens' Oversight Committee

Terence_Spring_Resume_for_Measure_L_Oversight_Committee.doc
Upload a Resume

Question applies to Measure L Citizens' Oversight Committee

Number of years of professional experience in accounting or related field?

40 years

Question applies to Measure L Citizens' Oversight Committee

Do you currently possess a Certified Public Accountant license or other related license? *

☑ Yes

Question applies to Measure L Citizens' Oversight Committee

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

MBA Degree (Finance)

Question applies to Measure L Citizens' Oversight Committee

If NO, are you currently working to obtain a CPA or related license? *

☑ N/A
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

I am the retired Chief Operating Officer for Dignity Health's St. Joseph's Medical Center located in Stockton California. In my position I was responsible for the operations of a $300 million plus Medical Center which employed over 3,000 people. Since retirement I have served as a volunteer for Mark Armstrong—both in events at the Grape Festival and as a member of the "Take Back Lodi" efforts with the homeless. I have also occupied my time enrolled in History Graduate Studies at Sac State and will soon have an advanced degree. I have lived with my wife Teri in our Turner Road house for almost 30 years and have raised three children -- all whom are now grown and out of the house. I was an active coach, participating in the Lodi BOB's program coaching baseball, basketball, and soccer for approximately 15 years. The experience, among other joys, allowed me to watch each of my children participate in varsity sports for Lodi High. I enjoy golfing at the Woodbridge Golf and Country Club, camping, skiing, City League Softball and other recreational activities. My professional career required a solid foundation of business acumen. I am quite comfortable reviewing P/L statements and analyzing financial documents. As Chief Operating Officer I was responsible for the annual capital budget and as a management member of the Board made numerous presentations and proposals. I have missed this element of activity in the two years I have been retired.

I wish to serve on this board because:

I am a retired healthcare administrator and for forty years held various executive positions within the healthcare field. When I retired (May 2017) I decided to pursue an advanced degree in History which gives me personal enjoyment. After two years I find myself missing some of the activities of my former position which also brought me personal satisfaction. I believe I would be a strong contributor on the oversight committee. I wish to serve on the Measure L Citizens Oversight Committee because I advocated a strong position endorsing its passage last November and as a 30+ year residence of Lodi would like to provide a supportive voice on behalf of the Council and City Leadership to the community at large relative the uses of the funds. As Chief Operating Officer at St. Joseph's I was responsible not only for the operations of the Medical Center but also responsible for property leases, construction projects, and capital equipment acquisition. Past historical oversight of funds has included the development a joint venture LLC entity with our Radiologist group providing outpatient imaging and MRI services, a Women's Imaging and Breast Center, and a Medical Office building. I also served as Executive Sponsor on several major construction projects—including the 65 bed St. Dominic's Hospital in Manteca, the Sister Mary Pia Regional Cancer Center, the St. Joseph's Regional Heart Center, and the 75 bed /$80 million patient tower. I had responsibility for the IT Department and as such tracked the progress of the team which installed Dignity Health's first Electronic Medical Records system which is operational today. My role required proficiency in Quality Improvement Management techniques (Dignity Health's "Hello Human Kindness" program) and as a member of the Board of Directors I had the opportunity to make numerous Board presentations presenting and representing executive management initiatives.
Questìon applies to Measure L Citizens' Oversight Committee
Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens' Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens' Oversight Committee
Membership Criteria

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

☑️ I Agree

Question applies to Measure L Citizens' Oversight Committee
Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

☑️ I Agree

Question applies to multiple boards
Are you registered to vote in Lodi?

☐ Yes ☐ No

Question applies to multiple boards
Public Record

I understand that, once filed, my application is copied to the City Council and becomes a public record.

☑️ I Agree

Question applies to Measure L Citizens' Oversight Committee
To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFimages/District%20Map.pdf) - will be verified by staff. *

☑️ District 2
TERENCE SPRING

EDUCATION

Master of Business Administration (MBA) 1979
Concentration: Finance
University of Texas, Arlington, Texas

Bachelor of Science, Major: Business Administration, 1978
Major: Marketing
Bowling Green State University, Bowling Green, Ohio

Bachelor of Arts, History 2018
California State University, Sacramento

EXPERIENCE

Current Status – Retired since May 2017
(Graduate Studies, History, CSUS)

1987 to 2017 – Dignity Health, St. Joseph’s Medical Center, Stockton, CA
- Vice President / Chief Operating Officer
  Responsible for the Operations of a 365 Bed Tertiary Hospital

  Annual Budget $200 Million
  3000 Employees (4 Unions)
  Specialty Services:
  Cardiac Surgery
  Surgical Care
  Freestanding Outpatient Surgery
  Respiratory Medical Intensive Care
  Emergency Trauma Services
  Medical and Radiation Oncology
  Neonatal Intensive Care
  Maternity

1985 to 1987 - California State University / Sacramento, and American River College
- Instructor: Introduction to of Basic Marketing and Management courses

January 1980 to May 1987 – Cardinal Health (Formerly Baxter, and American Hospital Supply)
- Marketing Systems Consultant, Regional Manager, Western Region, 1981-85
  Provided consultative services relative productivity, staffing, logistics, to selected Western Region Corporate partners. 18 person Sales Force
- Sales Representative, Seattle Washington 1980-81
  Account Executive responsible for a $1 million territory selling medical-surgical supplies. (40 hospital accounts.)

MISCELLANEOUS
- Emphasis on lifelong learning- achieved undergraduate history degree at CSUS 2018
- American Society for Healthcare Executives- Fellowship Status
- Facilitator: Quality Improvement Program
- Certified Financial Planner I
- Certifications: California Community College Teaching Credential, C-Best Certification
- Married, 3 grown children, 2 grandchildren
District 3
## Application for Consideration of Appointment to a Board, Commission, Committee, or Task Force

**Submit Date:** Jan 18, 2019

### Profile

<table>
<thead>
<tr>
<th>Prefix</th>
<th>First Name</th>
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<td></td>
<td>BEVERLY</td>
<td></td>
<td>FLETCHER</td>
<td>36768€</td>
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**Email Address:**

**Street Address:**

**City:** LODI

**State:** CA

**Postal Code:**

<table>
<thead>
<tr>
<th>Home:</th>
<th>Home:</th>
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<tr>
<td>Primary Phone</td>
<td>Alternate Phone</td>
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</tbody>
</table>

### Which Boards would you like to apply for?

**Measure L Citizens' Oversight Committee:** Eligible

**Employer:**

**Job Title:**

<table>
<thead>
<tr>
<th>self</th>
<th>Bookkeeper</th>
</tr>
</thead>
</table>

**Question applies to Measure L Citizens' Oversight Committee**

There are no professional qualifications to serve on the Measure L Citizens' Oversight Committee. A resume is required because Lodi Municipal Code Section 3.30.150 B suggests a minimum of two Certified Public Accountants (CPA) or the equivalent will be on the Committee.

**Question applies to Measure L Citizens' Oversight Committee**

**Resume.docx**

**Upload a Resume**

**Number of years of professional experience in accounting or related field?**

44

**Question applies to Measure L Citizens' Oversight Committee**

**Do you currently possess a Certified Public Accountant license or other related license?** *

☑ No

**Question applies to Measure L Citizens' Oversight Committee**

**If YES, please provide your CPA or related license # (or type N/A if your answer is no)**

N/A

**Question applies to Measure L Citizens' Oversight Committee**

**If NO, are you currently working to obtain a CPA or related license?** *

☑ No

☑ N/A
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

Attended Humphrey’s Business College after graduation from Manteca High School. Member of Lodi Boys and Girls Club Board of Director, bookkeeper for Lodi and Stockton Boys and Girls clubs President of Young Ladies Grand Institute (Catholic women’s charitable organization)

Ethnicity

☑️ Other

Gender

☑️ Female

I wish to serve on this board because:

To serve the citizens of Lodi. THE LINK to District would not load. I live on Orange Avenue between Oak and Walnut.

Question applies to Measure L Citizens’ Oversight Committee

Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens’ Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens’ Oversight Committee

Membership Criteria

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

☐ I Agree

Question applies to Measure L Citizens’ Oversight Committee

Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

☐ I Agree

Question applies to multiple boards

Are you registered to vote in Lodi?

☑️ Yes ☐ No

REBECKY FLETCHER 3676680
I understand that, once filed, my application is copied to the City Council and becomes a public record.

☐ I Agree

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFImages/District%20Map.pdf) - will be verified by staff. *

☐ District 1
BEVERLY FLETCHER
BOOKKEEPER

OBJECTIVE
To serve the citizens of Lodi as a member of the Measure L oversight committee

SKILLS & ABILITIES
Full charge bookkeeper, prepare and present financial statements.

VITALS
777 S Ham Lane, Ste D, Lodi, CA

EXPERIENCE

BAF BOOKKEEPING SERVICES
NOVEMBER 1992 - CURRENT
Small business bookkeeper and payroll processing

HOLZ RUBBER COMPANY
1974 - 1992
Accounts Receivable, Accounts Payable, Human Resources, Office Manager

EDUCATION
HUMPHREY’S BUSINESS COLLEGE

LEADERSHIP
President, Young Ladies Grand Institute, 2nd term.
Past Member of the Board of Directors, Lodi Boys and Girls Club,
Past President, Lodi Boys and Girls Club

REFERENCES

REFERENCE NAME, COMPANY
ALBERT PAULA, PARKWEST FINANCIAL & INS
SOLUTIONS

Richard L McCurry, CPA

[Redacted information]
Application for Consideration of Appointment to a Board, Commission, Committee, or Task Force
Submit Date: Jan 31, 2019

Profile

Mrs. Susan M Heberle

Email Address

Street Address

Lodi
City

Home: [redacted] Home: [redacted]

Profile

Of Rank

First Name

Middle Initial
Last Name

Suffix

Email Address

Street Address

Lodi
City

Home: [redacted] Home: [redacted]

Which Boards would you like to apply for?

Measure L Citizens' Oversight Committee: Eligible

Retired, former employer Lodi Unified School District Science Teacher

Employer Job Title

Resume Susan Marie Heberle 2019.docx

Upload a Resume

Number of years of professional experience in accounting or related field?

not specificly, please see resume

Do you currently possess a Certified Public Accountant license or other related license? *

☑ No

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

N/A

If NO, are you currently working to obtain a CPA or related license? *

☑ No
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

Attended Lodi Schools (K-8): Erma. B. Reese, Woodbridge, Lodi High School, graduated 1970 San Joaquin Delta College, AA General Education, 1972 California State University, Sacramento, BA, 1976, Major Biological Sciences, Minor Chemistry University of the Pacific, Teaching Credential Volunteer experiences: While I have volunteered in many capacities in a variety of settings, my primary volunteer work has been: Coaching Summer League Swim team for Lodi Parks and Recreation, 12 years, Girl Scout Leader 12 years, Science Olympiad coach for elementary, middle, and high school competitions (25 years), Science Olympiad Event Manager San Joaquin County & Norcal State competitions U.S. Department of Energy Science Bowl Coach (13 years)

Resume_Susan_Marie_Heberle_2019.docx
Upload a Resume

Ethnicity

☐ Caucasian/Non-Hispanic

Gender

☐ Female

Date of Birth

I wish to serve on this board because:

I am applying for a position on Lodi's Measure L Oversight Committee because I care about Lodi and its future. I want to be a volunteer to assist Lodi in a capacity that would help the city. I have children and grandchildren who live in the city and have been a continuous volunteer all of my adult life. The future of our city is critical for the well being of all of its citizens from the young to the elderly.

Question applies to Measure L Citizens' Oversight Committee

Pursuant to Lodi Municipal Code Section 3.30.150, members of the Measure L Citizens' Oversight Committee cannot be current employees, current City officials (including board and commission members), current contractors or vendors, or past employees, contractors or vendors deemed to have conflicts of interest as determined by the City Attorney.

Question applies to Measure L Citizens' Oversight Committee

Membership Criteria

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

☐ I Agree
Question applies to Measure L Citizens' Oversight Committee

Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

☐ I Agree

Question applies to multiple boards

Are you registered to vote in Lodi?

☐ Yes ☐ No

Question applies to multiple boards

Public Record

I understand that, once filed, my application is copied to the City Council and becomes a public record.

☐ I Agree

Question applies to Measure L Citizens' Oversight Committee

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFimages/District%20Map.pdf) - will be verified by staff. *

☐ District 3
Objective: To become a member of the Measure L oversight committee

Background:
Resident of Lodi for 64 years
Attended Lodi Schools (K-8): Erma. B. Reese, Woodbridge, Lodi High School, graduated 1970
San Joaquin Delta College, AA General Education, 1972
California State University, Sacramento, BA, 1976, Major Biological Sciences, Minor Chemistry
University of the Pacific, Teaching Credential
Married 40 + years
4 Children, 7 grandchildren

Employment:
LUSD, teacher 31 years
Retired 9 years

Experience Related to Serving on Measure L Committee: Past member of
LUSD Budget Advisory Committee
LUSD Facilities Committee
Tokay High School Science Department Chair (purchase order and budgetary responsibilities)

Volunteer experiences: While I have volunteered in many capacities in a variety of settings, my primary volunteer work has been:
Coaching Summer League Swim team for Lodi Parks and Recreation, 12 years,
Girl Scout Leader 12 years,
Science Olympiad coach for elementary, middle, and high school competitions (25 years),
Science Olympiad Event Manager San Joaquin County & Norcal State competitions
U.S. Department of Energy Science Bowl Coach (13 years)

Recognitions:
New Educator Award, Lodi Unified
Tokay High Teacher of the Year
California State Assembly 10th District Woman of the Year, 2009
Science Olympiad Hall of Fame
Delta Kappa Gamma Local and Regional Volunteer of the Year
U.S. Department of Energy National Qualifying Science Bowl Coach

Personal Attributes:
Strong work ethic
Responsible
Application for Consideration of Appointment to a Board, Commission, Committee, or Task Force

Submit Date: Feb 08, 2019

Profile

**donald**

Prefix

Massengill

Middle Initial

Last Name

Suffix

Email Address

Street Address

Lodi

City

Home: Mobile:

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Lodi Senior Citizens Commission: Eligible

Measure L Citizens' Oversight Committee: Eligible

Employer

Job Title

Question applies to Measure L Citizens' Oversight Committee

There are no professional qualifications to serve on the Measure L Citizens' Oversight Committee. A resume is required because Lodi Municipal Code Section 3.30.150 B suggests a minimum of two Certified Public Accountants (CPA) or the equivalent will be on the Committee.

Question applies to Measure L Citizens' Oversight Committee

*Dons_resume_09-11-2017.docx*

Upload a Resume

Question applies to Measure L Citizens' Oversight Committee

Number of years of professional experience in accounting or related field?

n/a

Question applies to Measure L Citizens' Oversight Committee

Do you currently possess a Certified Public Accountant license or other related license? *

☑ No

Question applies to Measure L Citizens' Oversight Committee

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

n/a
If NO, are you currently working to obtain a CPA or related license? *

☐ No
☐ N/A

Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

as a child I was never one to be normal, I always hung around adults learning things about the small town I grew up in Massachusetts. by the time I was a young adult I was into everything to do with police, fire and dept. of public works, sewer, and water dept. I was a volunteer fire fighter 35yrs ago worked with highway dept. plowing snow and helping out at the town dump in my early twenty's I took a police citizens police academy and learned to be a police dispatcher worked on several volunteer groups know that I am in LODI in which my wife and I moved hear in 2003 I have helped on several non profits and got roped into helping with the homeless commission with officer Ryan Holtz I called him for a problem I was having at Walmart and we got that one solved and then he said I have a problem you can help me with and ui said what is that you can join the homeless commission and that is how Office Ryan Holtz roped me into the homeless commission .. since that day I have served as the point in time chairman and the count this year was hire than anticipated we are going to a recount again in July which I am running and I am already working on another project that will have an affect on the homeless still putting the project together for presentation to the homeless commission.

Ethnicity

☐ Other

Gender

☐ Male

I wish to serve on this board because:

i belive that i might have a little better insight than just a financial side of things and might be able to recommend things that other committe members would not think of or belive is quite right all the time through my security background i have a little investigation background,

Question applies to Measure L Citizens’ Oversight Committee

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Question applies to Measure L Citizens' Oversight Committee

Membership Criteria

I affirm that I am not a current City of Lodi employee, current City of Lodi official, current contractor or vendor with the City of Lodi, or a past employee, contractor, or vendor deemed to have conflicts with the City.

☑ I Agree

Question applies to Measure L Citizens' Oversight Committee
Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement (view information and form: http://www.fppc.ca.gov/Form700.html)

☑ I Agree

Question applies to multiple boards
Are you registered to vote in Lodi?

☑ Yes ☐ No

Question applies to multiple boards
Are you registered to vote in San Joaquin County?

☑ Yes ☐ No

Question applies to multiple boards
Form 700 - Conflict of Interest

If appointed, I understand that I will be required to complete a Form 700 - Conflict of Interest Statement.

☑ I Agree

Question applies to multiple boards
Public Record

I understand that, once filed, my application is copied to the City Council and becomes a public record.

☑ I Agree

Question applies to Measure L Citizens' Oversight Committee

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFimages/District%20Map.pdf) - will be verified by staff.

☑ District 5
Donald Massengill

Objective
To us all the skills that I have learned in the security industry and the environmental industry as a 40 hr hazwoper and have many special certificate's in both industries

Education
- American public university (Certificate) 2009
- Business management / emergency management
- Hazardous Material,

Experience
08/16 to 09/17
World private Security Area supervisor Lodi, Ca

Contract Mangement:
Working with the client to make the site safe and customer service, as the first priority,
Negotiating all the updates to the contracts and updating all the post orders,

Budget Control:
Making sure that all the hours in one week for the site we had no overtime and scheduling personnel, and training all personnel on the site,

Fleet Maint:
Working with the contracting garage, for any repairs and maint on the cars and all the upkeep of the vehicles, to provide service to the contracted services.

Payroll:
Making sure that all the time sheets got to the main office in time for biweekly payroll.
10/15 to 05/16

Armed security officer Special tactics and response

Using a mobile app to log entry's into mobile device for writing a daily report and incident reports
For the client to read and the office and maint reports, also.
Patrol the shopping center every two hours either by foot of vehicle respond to calls to any store per request.
Assist in house loss prevention staff with arrest and search and seizure issue Ca penal code 602. Civil trespass order.
Ca penal code 374 illegal dumping following some investigation woes trash it was report it to city's code enforcement and do further follow up
Monitoring truck deliveries at night for their safety and the stores as the doors were open while delivering
Working with local, county and highway patrol and local fire and ems when needed
Checking cars and trucks for illegal registration and illegal parking after the mall has closed.

Dec 14 to 5/15

Lead supervisor Condor security of America

Scheduling: all personnel for all shifts, training: training all personnel problem solving when needed and working with the client with customer service

9/2006 to present

State of California (Cal Expo)

Security operations center / security officer

Maintaining security records, dispatch officers to different parts of the fair grounds for a issue. Dispatch receives a call monitors the area with the CCTV system and dispatches security officer and cal expo police to areas where things are starting to look like there is a problem starting to happen assist fire and ems when they come onto fair grounds property, assist in emergency situations, monitor the lower police Dept. With CCTV integration room and both female and male cells and booking room and prepare video for prosecution.
Security officer

Access Control at all the gates and buildings on the fair grounds. Patrol inside and outside the fairgrounds every two hours. Responding to emergency situations, and conducting investigations when a breach of security has been committed. Responding to calls for customer service and assisting police Dept. when needed.

[This is the place for a brief summary of your key responsibilities and most stellar accomplishments.]

Awards & Acknowledgements

• [Don’t be shy – list the acknowledgments you received for a job well done.]
Application for Consideration of Appointment to a Board, Commission, Committee, or Task Force

Submit Date: Feb 04, 2019

Profile

Shaun P Piazza

Profile

Shaun

P

Piazza

First Name

Middle Initial

Last Name

Suffix

Prelix

Submit Date: Feb 04, 2019

Profile

Shaun P Piazza

Email Address

Street Address

Lodi

City

Home: [Redacted]

Home: [Redacted]

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Measure L Citizens' Oversight Committee: Eligible

Eagle Construction Partner

Employer

Job Title

Measure L Citizens' Oversight Committee

There are no professional qualifications to serve on the Measure L Citizens' Oversight Committee. A resume is required because Lodi Municipal Code Section 3.30.150 B suggests a minimum of two Certified Public Accountants (CPA) or the equivalent will be on the Committee.

Measure L Citizens' Oversight Committee

Number of years of professional experience in accounting or related field?

0

Measure L Citizens' Oversight Committee

Do you currently possess a Certified Public Accountant license or other related license? *

☐ No

Measure L Citizens' Oversight Committee

If YES, please provide your CPA or related license # (or type N/A if your answer is no)

N/A

Measure L Citizens' Oversight Committee

If NO, are you currently working to obtain a CPA or related license? *

☐ No
Interests & Experiences

Professional information: (education, previous volunteer service, etc.)

Please see resume

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Male

I wish to serve on this board because:

I believe the resources this measure has provided need to be prudently applied for the betterment of all of Lodi. I look forward to working with others to assure our tax dollars are wisely and transparently spent and hope those in charge are looking down the road as opposed to immediate, non impactful expenditures.

Question applies to Measure L Citizens' Oversight Committee

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Question applies to Measure L Citizens' Oversight Committee

Membership Criteria

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☑ I Agree

Question applies to Measure L Citizens' Oversight Committee

Form 700 - Conflict of Interest

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☑ I Agree

Question applies to multiple boards

Are you registered to vote in Lodi?

☑ Yes ☐ No
I understand that, once filed, my application is copied to the City Council and becomes a public record.

☑ I Agree

To the best of my knowledge, I reside in the following Council District (view map: http://www.lodi.gov/clerk/aaPDFImages/District%20Map.pdf) - will be verified by staff. *

☑ District 3
To Whom It May Concern,

As a life time resident of Lodi’s 3rd District I believe I will make an excellent member of the Measure L Oversight Committee. I have been a passionate supporter of Lodi and a contributing member of our community. Although I generally prefer to be in the background, I truly appreciate and admire those people who step up and use their time for the betterment of the community. Budgets and successful allocation of resources have been a necessary part of my business and home life for the last 25 years. I believe Measure L, although just a stop gap for what is in front of us, is very important to Lodi and it’s future economic health. I want to contribute my time to the successful oversight of this measure.

While growing up in Lodi, I worked for Baumbach and Piazza Civil Engineering for many years. After obtaining a degree in Economics from UCLA, I returned to Lodi and eventually became a partner in Eagle Construction. My business partner and I made the decision years ago to keep our sales tax dollars in Lodi, therefore, even though our primary office is located in Stockton we stock our construction warehouse through Lowe’s of Lodi. We are one of Lowe’s of Lodi’s major clients and at times have been their largest purchaser of goods. In 2012 we received Lodi’s Community Improvement Award for our efforts in revitalizing a challenging Lodi property. Our investment dollars stay in Lodi where we have purchased and revitalized several other properties. My experience running several ongoing companies has provided me an extensive background in accounting, accounting reports and understanding numbers as they relate to business and property improvements. I recently a certificate from the USC Leonard Davis School of Gerontology in Executive Certified Home Modification. The program was an intense look at identifying and utilizing resources to maximize an elderly or disabled persons’ residence.

Recently I was blessed with the opportunity to participate in the formation and opening of the new adult development and community center, The Village, in downtown Lodi. Acting as a board member, I’ve had the opportunity to witness, first hand, the amazing results of a community putting their hearts, minds, money and soul into a program.

In summary, I believe my intentional commitment to Lodi, my background in Lodi’s infrastructure and running successful businesses provides me with the tools needed to successfully navigate within the oversight committee.

Sincerely,

Shaun Piazza
District 4
(No Applications Received)
District 5

(No Applications Received)