LODI CITY COUNCIL
Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING
Date: June 5, 2019
Time: Closed Session 6:00 p.m.
Regular Meeting 7:00 p.m.

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 Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Lodi Professional Firefighters, Lodi Fire Mid-Management, and International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6 (CM)
   b) Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(1); One Case; Shall Not be Disclosed Due to Facts and Circumstances Not Yet Known to Potential Plaintiffs (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
   B-1 National Dump the Pump Day Proclamation (PW)
C. Consent Calendar (Reading; Comments by the Public; Council Action)
   C-1 Receive Register of Claims for April 26, 2019 through May 9, 2019 in the Amount of $2,682,572.99 (FIN)
   C-2 Approve Minutes (CLK)
      a) May 1 and May 15, 2019 (Regular Meetings)
      b) May 7, May 14, May 21, and May 28, 2019 (Shirtsleeve Sessions)
Res. C-3 Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios, Portable In-Car Computers, and Fire Station Alerting Systems from Various Vendors ($931,132.08) and Appropriate Fiscal Year 2018/19 Funds ($677,388.42) (CM)
Res. C-4 Adopt Resolution Authorizing City Manager to Purchase Commvault HyperScale Appliance from SHI, Inc., of Somerset, New Jersey, to Upgrade City's Data Backup Services ($222,505.74) (CM)
Res. C-5 Adopt Resolution Awarding Contract for Janitorial Services for City Facilities to ABM Industry Groups, LLC, of San Francisco ($424,094), and Authorizing City Manager to Execute Change Orders ($40,000) (PW)
Res. C-6 Adopt Resolution Awarding Contract for 2019-2021 Traffic Signal Preventive Maintenance and Repair Program to St. Francis Electric, LLC, of San Leandro ($47,790) (PW)
Res. C-7 Accept Improvements Under Contract for 2019 Downtown Concrete Cleaning (PW)
Res. C-8 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for Water Conservation Advertising ($46,800) (PW)
Res. C-9  Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for Operations and Maintenance Services of Central Plume PCE/TCE Remedial Sites ($257,155), and Appropriating Funds ($257,155) (PW)

Res. C-10  Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 for Task Order No. 40 with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility Supervisory Control and Data Acquisition System Upgrade, Arc Flash Investigating and Training, and Preliminary Design of Odor Control, Electrical Building, and Ultraviolet Disinfection System Communication Improvements ($110,000) (PW)

Res. C-11  Adopt Resolution Authorizing City Manager to Execute Improvement Agreement for Public Improvements for Lodi Bowling Alley Project (PW)

Res. C-12  Adopt Resolution Accepting City of Lodi Short Range Transit Plan Update (PW)


C-14  Receive Report Regarding Communication Pertaining to SB 772 (Bradford) Long Duration Bulk Energy Storage: Procurement (CLK)

C-15  Set Public Hearing for June 19, 2019, to Consider Adopting Resolution Approving Planning Commission's Recommendation to Authorize 25 Low-Density Residential Growth Management Allocations for the Bennett – Interlaken Drive Subdivision (CD)

D. Comments by the Public on Non-Agenda Items

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

Public comment may only be made on matters within the Lodi City Council’s jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.31). 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 2019/20 Financial Plan and Budget and Approving Fiscal Year 2019/20 Appropriation Spending Limit (CM)

I. Ordinances – None

K. 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: Presentation of Proclamation Proclaiming June 20, 2018, as “2019 National Dump the Pump Day” in Lodi

MEETING DATE: June 5, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming June 20, 2019, as “2019 National Dump the Pump Day” in Lodi.

BACKGROUND INFORMATION: The 14th annual National Dump the Pump Day is a day encouraging people to ride public transportation to save money, protect the environment, reduce our dependence on foreign oil, and improve the quality of life for all Americans. This is the 10th year the City’s Transit Division has participated in the Dump the Pump Day campaign. On Thursday, June 20, 2019, the City of Lodi Transit Division is offering free rides on all fixed routes, and holding a raffle for passengers and community members to win fixed-route bus passes, good for 10 rides each.

The National Dump the Pump Day campaign provided the following statistics:

- People who ride public transportation can save, on average, more than $10,000 per year, considering today’s gas prices, the cost of owning a car, and the average unreserved parking rate.
- U.S. public transportation use reduces the country’s annual carbon footprint by 37 million metric tons – the equivalent of 4.9 million households using electricity in a year.
- U.S. public transportation use saves 4.2 billion gallons of gasoline per year – the equivalent of 900,000 cars filling up every day.
- Public transportation provides personal mobility and freedom for people from every walk of life.

A representative from the City of Lodi Transit Division and MV Transportation, Inc. will be present to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Prepared by Julia Tyack, Transportation Planner
CES/JT/tdb

Charles E. Swimley, Jr.
Public Works Director

APPROVED: __________________________________
Stephen Schwabauer, City Manager
AGENDA TITLE: Receive Register of Claims for April 26, 2019 through May 9, 2019 in the Total Amount of $2,682,572.99

MEETING DATE: June 5, 2019

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for $2,682,572.99.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $2,682,572.99 for April 26, 2019 through May 9, 2019. Also attached is Payroll in the amount of $1,445,955.46 through May 5, 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 - v11.3.16 Live
4/26/2019 through 5/9/2019

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## Council Report: Payroll
City of Lodi, CA - v11.3.16 Live
Pay Period 5/5/2019

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<td>Electric Utility Fund</td>
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<td>Waste Water Utility Fund</td>
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<td><strong>Report Total</strong></td>
<td><strong>$1,445,955.46</strong></td>
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AGENDA TITLE: Approve Minutes
   a) May 1, 2019 (Regular Meeting)
   b) May 7, 2019 (Shirtsleeve Session)
   c) May 14, 2019 (Shirtsleeve Session)
   d) May 15, 2019 (Regular Meeting)
   e) May 21, 2019 (Shirtsleeve Session)
   f) May 28, 2019 (Shirtsleeve Session)

MEETING DATE: June 5, 2019

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
   a) May 1, 2019 (Regular Meeting)
   b) May 7, 2019 (Shirtsleeve Session)
   c) May 14, 2019 (Shirtsleeve Session)
   d) May 15, 2019 (Regular Meeting)
   e) May 21, 2019 (Shirtsleeve Session)
   f) May 28, 2019 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_______________________________
Jennifer M. Ferraiolo
City Clerk

Attachments

_______________________________
Stephen Schwabauer, City Manager

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LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 1, 2019

C-1 Call to Order / Roll Call
The City Council Closed Session meeting of May 1, 2019, was called to order by Mayor Pro Tempore Kuehne at 5:32 p.m.

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

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: Significant Exposure to Litigation Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(1); One Case; Shall Not be Disclosed Due to Facts and Circumstances Not Yet Known to Potential Plaintiffs (CA)

C-3 Adjourn to Closed Session
At 5:32 p.m., Mayor Pro Tempore Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action
At 7:03 p.m., Mayor Pro Tempore Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Item C-2a) was discussion and direction given with no reportable action.

Item C-2b) was discussion only with no reportable action.

A. Call to Order / Roll Call
The Regular City Council meeting of May 1, 2019, was called to order by Mayor Pro Tempore Kuehne at 7:03 p.m.

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

B. Presentations
B-1 National Police Week Proclamation (PD)
Mayor Pro Tempore Kuehne presented a proclamation to Lieutenant Fernando Martinez and members of the Lodi Police Department Honor Guard proclaiming May 12-18, 2019, as Police Week in the City of Lodi and publicly saluting the service of Officer Rick Cromwell who died as a result of a motorcycle accident while on duty on December 9, 1998. Lt. Martinez reported that the Honor Guard started in 1986 as a small unit of officers who purchased their own uniforms and ultimately evolved into a 10-member team with specific uniforms for each of the various types of services.

B-2 ZinFEST Proclamation (CLK)

Mayor Pro Tempore Kuehne presented a proclamation to Lodi Winegrape Commission Chairman Bruce Fry in recognition of ZinFEST, which will be held May 17-19, 2019, at Lodi Lake. Mr. Fry invited Council and the public to attend this 15th annual event, stating there will be activities, live entertainment, a barbecue school, vendors, and food, in addition to Lodi wines.

B-3 Bike Month and Bike to Work Day Proclamation (PW)

Mayor Pro Tempore Kuehne presented a proclamation to Kathryn Siddle of Bike Lodi proclaiming May 2019 as Bike Month and May 17, 2019 as Bike to Work Day in the City of Lodi. Ms. Siddle announced that “Bike to Beer” is a new activity this year, which will take place on May 17, 2019, from 5 to 7 p.m. with the first 50 adults who bicycle to Idol Beer receiving a dollar off a beer. Ms. Siddle thanked the Public Works and Parks, Recreation, and Cultural Services Departments for their support and cooperation and stated that enough funds have been raised to install additional bike racks, including one dedicated to the memory of Dr. Schock. Ms. Siddle presented the Bike Lodi/Bike Friendly Business Award to House of Coffees for its support of bicyclists and bike tourism.

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

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

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Mounce, Council Member Nakanishi, and Mayor Pro Tempore Kuehne
Noes: None
Absent: Council Member Johnson, and Mayor Chandler

C-1 Receive Register of Claims for March 1, 2019 through April 11, 2019 in the Amount of $8,855,854.53 (FIN)

Claims were approved in the amount of $8,855,854.53.

C-2 Approve Minutes (CLK)

The minutes of April 16, 2019 (Shirtsleeve Session) and April 17, 2019 (Regular Meeting) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for 2019-2021 Standby Generator Maintenance, Repair, and Rental Contract (PW)

Approved specifications and authorized advertisement for bids for 2019-2021 Standby Generator Maintenance, Repair, and Rental Contract.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Citywide Bike Lane Improvement Project (PW)
Approved plans and specifications and authorized advertisement for bids for Citywide Bike Lane Improvement Project.

C-5  Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Lodi Station Parking Garage Elevator Shaft Assessment and Repair Project (PW)

Adopted Resolution No. 2019-67 authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Lodi Station Parking Garage Elevator Shaft Assessment and Repair Project.

C-6  Adopt Resolution Accepting Luca Place Subdivision, Tract No. 3622, Public Improvements (PW)

This item was pulled from the agenda pursuant to staff's request.

C-7  Adopt Resolution Accepting San Joaquin Continuum of Care Homeless Emergency Aid Program Grant and Appropriating Funds ($1,250,000) (CD)

This item was removed from the Consent Calendar at the request of Council Member Mounce for purpose of discussion.

Council Member Mounce pointed out the application in the staff report indicates the Tiny House Project location would be on Cherokee Lane, which she believes is an inappropriate location due to its proximity to a liquor store and gang and drug houses; therefore, she requested the Blue Sheet item changing the location to "be determined." The Committee on Homelessness will be discussing all of the potential locations at its upcoming meeting, and her biggest concern is to ensure the project is not located in an area that would be detrimental to the individuals living in the tiny homes or in an area that has more rental homes than home ownership. Council Member Mounce stated she would like to ensure proper outreach is made to neighboring property owners so they are aware of what is going into their neighborhood and have the opportunity to express their views before the project is constructed.

Spencer Rhoads, member of the public, agreed with Council Member Mounce's comments, stating that the cost of the project is astronomical and that taxpayer money will eventually be spent to support this project either now or in the future. He stated he believes this project sends a message to the region that Lodi has free homes available for the homeless, which will cause Lodi to be a magnet for the homeless and only serve to worsen the problem.

City Manager Schwabauer stated this project was vetted repeatedly by the Committee on Homelessness and has been three years in the making. He encouraged the public to participate in the Committee's meetings to learn what tools are available to address homelessness and the rules by which municipalities are allowed to follow in order to enforce laws. The Committee debated heavily over the type of project Lodi should construct with the grant money. Many communities are doing housing projects with no rules or standards, and Lodi did not want that approach. He explained this project comes with ownership of the homes by the San Joaquin Housing Authority, which has rules that must be followed by tenants that could result in removal of occupants for failure to meet requirements of the lease. Mr. Schwabauer added that these are not free homes and tenants will be required to graduate from a rehabilitation program through either Lodi House, Salvation Army, or Women's Center. With regard to taxpayer money supporting the project, Mr. Schwabauer stated that no dollars raised through the municipal tax system will go to this project, but monies through the federal tax system will help support it.

Council Member Mounce explained this grant money comes from the "No Place Like Home" legislation, which was a tax on the wealthiest of California, and was created to deal with mental health. She stated she will continue to watch this to ensure Lodi places the project in a good location; not in a marginalized part of the community or in a depressed part of town. She applauded those working on this project and hoped that those placed in the homes have the best opportunities to get their lives straight. If this is a step in that direction, she will support the
Mr. Schwabauer stated this grant money is committed to the Tiny House Project and stressed that it is too late to change it; therefore, if Council is opposed to the project, it should object at this time. He added it would negatively affect future grants if Council were to back out of it after accepting the money.

Council Member Mounce stated she will accept the grant but will watch the project very closely to ensure the proper location is selected and that surrounding neighbors are well informed in the decision-making process.

Mayor Pro Tempore Kuehne explained that the terms used for this grant money were low- and no-bar, which means there are no programs or rehabilitation tied to it or that the only requirements were periodic check-ins with an agency. Lodi wanted a bar included in its program that would require applicants to graduate from a program, follow specific rules to live in the transitional housing, and continue to be drug tested, and for those reasons he supports the project.

Mr. Schwabauer stated that one of the conditions in the grant is that San Joaquin Housing Authority can remove a tenant who does not maintain standards of care in their property.

Peter Ragsdale, Executive Director of the San Joaquin Housing Authority, stated that San Joaquin County is in dire need of housing for the homeless and this project is meant to help. While there are no guarantees, the Housing Authority does enforce a lease and if individuals damage property, disturb neighbors, or do anything contrary to being a positive residential neighbor, the Authority will deal with it accordingly as a landlord would. He stated there are eligibility requirements and he will watch the program very closely to ensure it operates smoothly because the Authority's reputation will be just as challenged if it does not do a good job.

Mayor Pro Tempore Kuehne made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2019-70 accepting San Joaquin Continuum of Care Homeless Emergency Aid Program Grant and appropriating funds in the amount of $1,250,000.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Mounce, Council Member Nakanishi, and Mayor Pro Tempore Kuehne
Noes: None
Absent: Council Member Johnson, and Mayor Chandler

C-8 Adopt Resolution Authorizing City Manager to Execute Funding Documents with California Department of Transportation for Allocation of Fiscal Year 2018/19 Low Carbon Transit Operations Program Funds (PW)

Council Member Mounce removed this item from the Consent Calendar for the purpose of making a comment.

Council Member Mounce thanked the City Manager for pushing this issue, stating she received many comments and concerns from residents on the east side regarding safe routes to school and this express route will get students safely to school through rough neighborhoods at a reduced rate. City Manager Schwabauer stated he would pass along the compliment to the City's Transportation Manager and Transportation Planner.

Council Member Mounce made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2019-71 authorizing the City Manager to execute funding documents with California Department of Transportation for allocation of Fiscal Year 2018/19 Low Carbon Transit Operations Program Funds.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Mounce, Council Member Nakanishi, and Mayor Pro Tempore Kuehne
Noes: None
Absent: Council Member Johnson, and Mayor Chandler

C-9 Adopt Resolution Appropriating $30,000 for Various Recreation Facility Repairs (PRCS)
Adopted Resolution No. 2019-68 appropriating $30,000 for various Recreation facility repairs.

C-10 Post for Vacancy on the Lodi Senior Citizens Commission (CLK)
Directed the City Clerk to post for vacancy on the Lodi Senior Citizens Commission.

C-11 Adopt Resolution Declaring Intention to Annex Territory (Vineyard Terrace Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Public Services (Annexation No. 8); and Setting Public Hearing for June 19, 2019 (PW)
Adopted Resolution No. 2019-69 declaring intention to annex territory (Vineyard Terrace Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to levy a special tax to pay for certain public services (Annexation No. 8); and setting public hearing for June 19, 2019.

C-12 Set Public Hearing for May 15, 2019 to Consider Adopting Resolution Approving Planning Commission’s Recommendation to Authorize Nine Low-Density Residential Growth Management Allocations for the Bennett – Iris Drive Subdivision (CD)
Set public hearing for May 15, 2019 to consider adopting resolution approving Planning Commission's recommendation to authorize nine Low-Density Residential Growth Management Allocations for the Bennett - Iris Drive Subdivision.

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.

Mike Lusk, member of the public, submitted a claim (filed) on behalf of citizen rate payers of the Lodi water utility enterprise demanding that the sections that include any and all drought surcharge instructions and rates be removed from Agenda Item G-1, Resolution 2019-42 dated March 20, 2019. The basis for Mr. Lusk’s claim, in part, is the addition of additional rate tiers, the creation of tiers for drought, and escalation of the cost of supply to a parcel.

Victoria Gonzales, representing San Joaquin Regional Transit District, updated the City about its expanded Van Go! service, which is a mobility, on-demand ride share service. The service picks up and delivers passengers to a location in the service zone. There are four zones in San Joaquin County: North County (which includes Lodi), Central, and two in South County. The cost is $4 for one-way or $10 for an all-day pass for up to four people. She stated the service is also great for wine tasting outings.

E. Comments by the City Council Members on Non-Agenda Items
Council Member Mounce requested the City Attorney research the ordinance that allows for three chickens in the City limits and whether it can be expanded to allow for ducks and quail. Council Member Mounce stated that for years she has been pushing for diversity in housing so that lower income and multi-cultural populations can afford homes in Lodi, instead of only having $400,000
homes as the only choice. Doing this will change the nature of some of the most at-risk neighborhoods by reducing rentals and bringing in more home ownership. Her goal is to require new development to build or renovate homes in distressed areas of the community as part of their projects. She reported on the League of California Cities board meeting last week, stating the League is fighting to maintain local control in the area of housing and hopes to be a part of the solution, which she hopes will give her the tools to continue to fight for housing in Lodi.

Council Member Nakanishi stated he supports the request to research the ordinance on chickens. In response, City Attorney Magdich stated that, if Council directs to change the ordinance, staff will bring a revised ordinance to Council for review, but there is no need for a committee review.

Mayor Pro Tempore Kuehne stated he too supports the request to research the issue further. Ms. Magdich stated she will look at other communities to see who expanded and what they did, but in general the birds cannot be for commercial use and they would still be limited to three. Mayor Pro Tempore Kuehne further reported that he served on the Local Agency Formation Commission (LAFCO) for four and a half years, including serving as chair and sitting on its finance committee, but his term is now concluded. He participated in the City Selection Committee meeting today to select his replacement. He also serves on the San Joaquin Council of Governments and will be attending his fifth One Voice trip to Washington, D.C., to lobby legislators on transportation issues and to find funding for projects such as the rail project and the deep water channel that would remove trucks from the Altamont corridor and bring more jobs to the county.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for Community Development Block Grant Program (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Pro Tempore Kuehne called for the public hearing to consider adopting resolution approving Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for the Community Development Block Grant (CDBG) Program.


Council Member Mounce stated she would not support the CDBG Action Plan if it includes the $13,017 funding recommendation for the HEAP Tiny House Project as she believes it is an inappropriate use of CDBG money. She stated there are many more worthy projects the money should be used for, such as improving Cherokee Lane and the east side, which is the intent behind the CDBG program.

Council Member Nakanishi suggested that, in future years, staff not include funding for HEAP projects in the CDBG program and questioned if the funding for the Tiny House Project could come from someplace else. City Manager Schwabauer stated that a majority of the excess dollars are coming from in-kind contributions from the San Joaquin Housing Authority, but there are some gaps. Staff will be looking for non-general fund sources to fill those gaps. He stated he could not say with certainty at this time if there is other funding to cover the $13,017, but staff will look into it further. Council Member Nakanishi stated he did not wish to change the recommendation this late into the process.
Mayor Pro Tempore Kuehne stated he believes the funds for the Tiny House Project is an appropriate use of the money based on the fact that it will be used toward the homeless, it is a small portion of the funding program, and it is not an on-going program need. Further, he stated he supports all of the recommended funding requests.

Mr. Schwabauer pointed out it appears the CDBG program request would not receive a successful vote because there are only three Council Members in attendance; therefore, he suggested Council approve the plan as recommended with the exception of the $13,017 for the HEAP Tiny House Project, which would be listed in the plan as "unencumbered." Those dollars could be allocated at a later time.

Mayor Pro Tempore Kuehne opened the public hearing for public comment.

There being no public comments, Mayor Pro Tempore Kuehne closed the public hearing.

Council Member Nakanishi requested this matter be placed on the Consent Calendar in the future, to which Mr. Schwabauer responded that this item must be conducted as a public hearing.

Council Member Mounce asked if the $13,017 could be reallocated to another program, to which Ms. Clemons responded it could only be reallocated to an existing program. In further response, Ms. Clemons stated it could not be allocated toward the graffiti abatement program because of the social services cap. Further, Mr. Schwabauer confirmed the money could not be allocated toward the Hale Park building because the project was not included in the public noticing to date. Ms. Clemons added that the funding limit was also reached on the program administration category. Further, she pointed out that any left over funds in the CDBG Program could be reallocated to another project during the Annual Action Plan amendment in the fall.

In response to Council Member Nakanishi, City Attorney Magdich reiterated that, if the HEAP Tiny House Project funds were left out of the plan, the funds would be considered "unallocated funds" and would come back in the fall during the regular process for reallocation.

Mayor Pro Tempore Kuehne suggested voting on the Plan now with the exception of the HEAP Tiny House Project and bringing the HEAP portion back for action at the next available meeting when the full Council is in attendance.

Council Member Nakanishi made a motion, second by Mayor Pro Tempore Kuehne, to adopt a resolution approving the Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for Community Development Block Grant Program, with the exception of the $13,017 recommended for the HEAP Tiny House Project, which will be brought back at a later time for approval when the full Council is present.

VOTE:
The above motion failed by the following vote:
Ayes: Council Member Nakanishi, and Mayor Pro Tempore Kuehne
Noes: Council Member Mounce
Absent: Council Member Johnson, and Mayor Chandler

Council Member Mounce stated she would not support the motion if it is only going to come back at the next meeting for a full Council vote.

Ms. Magdich stated Council can approve the program with the exception of the HEAP Tiny House Project with the unallocated funds returning to Council in the fall as part of the normal course of the CDBG reallocation process.

Ms. Clemons pointed out that the deadline to submit the CDBG plan is June 14, 2019; therefore, Council approval is necessary prior to that date. Once submitted, California Housing and Urban Development has 45 days to review and approve the plan, after which Council could move forward with an amendment.
Deputy City Manager Andrew Keys suggested the $13,017 could be added to the Blakely Park Restroom project because it was part of the publicly-noticed plan and additional funds are necessary for the project.

Ms. Magdich stated that, if Council wishes to postpone the hearing, it continue the hearing to a date certain because re-noticing a new hearing would result in missing the submittal deadline. Mr. Schwabauer explained the ramifications of not submitting the plan is the loss of $624,000 in CDBG funding this program year and putting future funding at risk.

Mayor Pro Tempore Kuehne stated he supports continuing the hearing, and Council Member Nakanishi concurred. Ms. Magdich recommended re-opening the public hearing for additional comments before continuing the hearing.

Mayor Pro Tempore Kuehne opened the public hearing for public comments.

Council Member Nakanishi made a motion, second by Mayor Pro Tempore Kuehne, to continue the public hearing to May 15, 2019, to consider approving the Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for Community Development Block Grant Program.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Nakanishi, and Mayor Pro Tempore Kuehne
Noes: Council Member Mounce
Absent: Council Member Johnson, and Mayor Chandler

In the confusion of the moment, it was unclear that the motion carried, and a subsequent motion was made.

Council Member Mounce made a motion to adopt resolution approving the Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for Community Development Grant Program, with the exception of the $13,017 allocation for the HEAP Tiny House Project that would instead be reallocated toward the Blakely Park Restroom Project. The motion died for lack of a second.

Following a brief discussion about how to proceed, it was clarified that the motion to continue the public hearing to May 15, 2019 passed.

H. Regular Calendar

H-1 Receive and File the Agreed-Upon Procedures Applying to Internal Controls Over the City’s Procurement (for Period July 1, 2017 through September 30, 2018) by The Pun Group (CM)

Vanessa Burke of The Pun Group provided a PowerPoint presentation regarding Independent Accountant's Report on Agreed-Upon Procedures Applying to Internal Controls Over the City's Procurement. Specific topics of discussion included information about The Pun Group; scope of work; procedures, associated findings, and response; Procedure No. 1 - City Purchasing Policies; Procedure No. 2 - Purchasing Manual and Conflict of Interest; Procedure No. 3 - Segregation of Duties, Procure to Pay; Procedure No. 4 - Compare Purchase Order to Invoice Payment; Procedure No. 5 - Documentation for Purchase Orders; Procedure No. 6 - Change Order Authorization; Procedure No. 7 - Change Order Authorization; Procedure No. 8 - Change Order Within Contract Scope; and Procedure No. 9 - Budgetary Control of Expenditures.

Council Member Nakanishi stated he was concerned with Procedure No. 3, "Segregation of Duties," and questioned if this issue is common in other cities. Ms. Burke stated she has written this recommendation three times and believes that as budgets tighten and staff is reduced, cities squeeze down the ability to have extra bodies and do not look as closely at key controls. Deputy City Manager Keys stated that Finance was able to add personnel to the accounting division and is better able to address this issue with work flow processes and multiple people reviewing these functions.
City Manager Schwabauer stated staff will come back with revised policies relating to change orders and contingencies that are workable in today's world.

There was no Council action required on this matter.

H-2 Adopt Resolution Approving Incentive Pay for Licensed Land Surveyor and Designation of City Land Surveyor (CM)

Human Resources Manager Adele Post provided a presentation regarding incentive pay for Licensed Land Surveyor and designation of City Land Surveyor. Specific topics of discussion included California requirements for designation of a land surveyor; City's use of a part-time, retired annuitant on an as-needed basis to serve in this capacity; City employee who recently obtained the license; City's desire to designate this full-time individual as the City's land surveyor; recommendation to provide a 7 percent incentive for this responsibility, which is less than the part-time individual coming in to perform this service; and concurrence by the Mid-Management Association labor group.

City Manager Schwabauer stated the City has a number of civil engineer positions, but it is unnecessary that all of them receive this certification. This incentive is limited to one person only, and it is not being added to the job specification for all civil engineers.

Council Member Mounce stressed that she is opposed to incentives because it makes employees' salary less transparent to the public; however, she will support this recommendation because it is for one individual and not spread throughout an entire classification.

Council Member Mounce made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2019-72 approving incentive pay for Licensed Land Surveyor and designation of City Land Surveyor.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Mounce, Council Member Nakanishi, and Mayor Pro Tempore Kuehne
Noes: None
Absent: Council Member Johnson, and Mayor Chandler

I. Ordinances – None

J. Adjournment

Council Member Mounce spoke about Jered Sperling, who was tragically killed in a carjacking in Kent, Washington, on April 15, 2019, stating he was a long-time Lodian and son of local Certified Public Accountant Darrell Drummond. She stated Jered was a true warrior and the world lost a hero and good man.

There being no further business to come before the City Council, the meeting was adjourned at 9:24 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk
LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 7, 2019

The May 7, 2019, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk
LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 14, 2019  

The Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council of Tuesday, May 14, 2019, was cancelled due to lack of a quorum. An informal presentation was made on the topic - Receive Presentation Regarding Fiscal Year 2019/20 General Fund and Measure L Budget and Five-Year General Fund and Measure L Forecast - with background materials and PowerPoint presentation on file in the City Clerk's Office.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk
LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 15, 2019

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 15, 2019, was called to order by Mayor Chandler at 6:06 p.m.

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

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) Prospective Sale of Real Property Located at 322 West Elm Street, Lodi, CA, APN 037-270-30, by Owner First Church of Christ Scientist Lodi, Pursuant to Government Code Section 54956.8. (CM)

C-3 Adjourn to Closed Session

At 6:06 p.m., Mayor Chandler adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 7:02 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:08 p.m., Mayor Chandler reconvened the City Council meeting, and Deputy City Attorney Fukasawa disclosed the following actions.

Item C-2a) was discussion and direction given with no reportable action.

Item C-2b) was discussion only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of May 15, 2019, was called to order by Mayor Chandler at 7:08 p.m.

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

B. Presentations

B-1 Presentation Regarding Celebration of 500th Anniversary of Lodi’s Sister City, Kofu, Japan (CLK)
Mayor Chandler provided a presentation regarding the recent celebration of the 500th anniversary of Lodi's Sister City, Kofu, Japan, and shared photographs of the welcome event and initial discussion with the Mayor of Kofu in his office, gift exchanges between the two cities, City presentation to Kofu Mayor Higuchi of Michael David wines, tours of a Shintu shrine and Kofu castle, ceremonial tree planting at Kofu's new historical museum, ceremonial dinner with Kofu and its sister city representatives, performance by Japanese drummers, presentation of City of Lodi's proclamation to Mayor Higuchi, and Samurai celebration and parade. Mayor Chandler stated Kofu was incredibly hospitable, and all of the City representatives who participated represented Lodi positively.

Mayor Pro Tempore Kuehne stated this was his first trip traveling abroad as a dignitary and that Kofu treated the delegation graciously, the City was extremely clean, and the people were pleasant.

Mayor Chandler thanked the Lodi Sister City for its support and encouraged a reciprocal invitation be extended to Kofu to bring its delegation to Lodi.

City Manager Schwabauer pointed out this was not a taxpayer-funded trip; the Council Members who attended covered the expense.

B-2 National Public Works Week Proclamation (PW)

Mayor Chandler presented a proclamation to Associate Civil Engineer Jimi Billigmeier proclaiming May 19-25, 2019, as National Public Works Week in Lodi. Ms. Billigmeier provided statistics on all the services Public Works staff provides and reported that its Storm Drain Detective Program was recognized by the State.

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

Council Member Nakanishi made a motion, second by Mayor Pro Tempore Kuehne, to approve the following items hereinafter set forth in accordance with the report and recommendation of the City Manager.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler
Noes: None
Absent: Council Member Johnson, and Council Member Mounce

C-1 Receive Register of Claims for April 12, 2019 through April 25, 2019 in the Amount of $1,691,448.14 (FIN)

Claims were approved in the amount of $1,691,448.14.

C-2 Approve Minutes (CLK)

The minutes of April 23, 2019 (Shirtsleeve Session), April 30, 2019 (Shirtsleeve Session), and April 30, 2019 (Special Meeting) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 8 (PW)

Approved plans and specifications and authorized advertisement for bids for Water Meter Program Phase 8.

C-4 Approve Specifications and Authorize Advertisement for Bids to Maintain Electric Utility Inventory Levels through Fiscal Year 2021/22 (EU)
Approved specifications and authorized advertisement for bids to maintain Electric Utility inventory levels through Fiscal Year 2021/22.

C-5  **Adopt Resolution Awarding Contract for Kofu Park and Legion Park Court Resurfacing Improvements to First Serve Productions, Inc., of Danville ($81,888) (PW)**

Adopted Resolution No. 2019-73 awarding contract for Kofu Park and Legion Park Court Resurfacing Improvements to First Serve Productions, Inc., of Danville, in the amount of $81,888.

C-6  **Accept Improvements Under Contract for 2018 Pavement Crack Sealing (PW)**

Accepted improvements under contract for 2018 Pavement Crack Sealing.

C-7  **Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Efficiency Services Group, LLC, of Hillsboro, Oregon, for Energy Efficiency Services, New Program Design, and Administration ($458,600) (EU)**

Adopted Resolution No. 2019-74 authorizing the City Manager to execute Professional Services Agreement with Efficiency Services Group, LLC, of Hillsboro, Oregon, for energy efficiency services, new program design, and administration, in the amount of $458,600.

C-8  **Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with NetFile, Inc., of Mariposa, for Electronic Statement of Economic Interest and Campaign Statement Filing System and Authorizing City Manager to Execute Extensions (Not to Exceed $42,500) (CLK)**

Adopted Resolution No. 2019-75 authorizing the City Manager to execute Professional Services Agreement with NetFile, Inc., of Mariposa, for electronic Statement of Economic Interest and Campaign Statement filing system and authorizing the City Manager to execute extensions, in an amount not to exceed $42,500.

C-9  **Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Construction Management Support to Upgrade McLane Substation with Leidos, of Hendersonville, Tennessee ($110,640) (EU)**

Adopted Resolution No. 2019-76 authorizing the City Manager to execute Professional Services Agreement for construction management support to upgrade McLane Substation with Leidos, of Hendersonville, Tennessee, in the amount of $110,640.

C-10  **Adopt Resolution Approving City of Lodi Pay Schedule Dated May 1, 2019 (CM)**

Adopted Resolution No. 2019-77 approving City of Lodi Pay Schedule dated May 1, 2019.


C-12  **Adopt Resolution Ratifying the San Joaquin Council of Governments’ Annual Financial Plan for Fiscal Year 2019/20 (PW)**


C-13  **Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment**
District No. 2003-1 for Fiscal Year 2019/20; and Set Public Hearing for June 19, 2019
(PW)


C-14 Set Public Hearing for June 19, 2019 to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

Set public hearing for June 19, 2019 to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

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.

None.

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

Council Member Nakanishi reported that this was his third trip to Japan, once as a State legislator and twice as a Lodi Sister City delegate. He described how respectful, happy, and professional the Japanese people are and what a beautiful, safe, and clean country Japan is. He further commented on the assistance United States provided Japan after World War II and stated he believes Japan would not have become so prosperous if it were not for the United States of America. He stated Japan is blessed and he had a wonderful time in Kofu.

Mayor Pro Tempore Kuehne reported on his fifth trip to Washington, D.C., as part of the San Joaquin Council of Governments One Voice trip, during which he and other representatives lobbied for San Joaquin County’s infrastructure needs. Successful efforts were made toward 1) improving Stockton Metropolitan Airport with an improved terminal and lobby area, as well as getting United Airlines to fly into the airport; 2) preparing a grant for Stockton’s first autonomous bus route; 3) dredging the deep water channel in order to accommodate full shipments of cargo, which will reduce traffic and pollution on the Altamont; 4) encouraging legislators to work harder to address failing transportation infrastructure in California cities; 5) discussing the growing homelessness situation across the nation and Senator Feinstein’s bill for $750 million in supportive housing funding; and 6) encouraging continuation of funding the Community Development Block Grant (CDBG) program. He added that he shared with the California Department of Housing and Urban Development Lodi’s plan to use CDBG money toward a Tiny House Project, along with HEAP grant money, to help with the homeless problem, and HUD was so impressed with Lodi’s creativity that it plans to report on it in its next newsletter.

Mayor Chandler reported that he too was in Washington, D.C., representing Northern California Power Agency and meeting with legislators to discuss the wildfires that are a threat to Northern California cities and a Federal Energy Regulatory Commission’s ruling that threatens to take away local control. He further reported that he participated in Lodi Middle School’s career day, at which he educated students on all of the functions municipal government handles that affects their daily lives.
Mayor Pro Tempore Kuehne further reported that he attended the groundbreaking ceremony for Papapavlos that is scheduled to open in Lodi soon.

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

None.

G. Public Hearings

G-1 Continued Public Hearing to Consider Adopting Resolution Approving Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for Community Development Block Grant Program (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Chandler called for the continued public hearing to consider adopting resolution approving Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

City Manager Schwabauer reminded Council that this presentation was given twice, once to a full Council on the draft CDBG plans and once to a partial Council on the final plans. He explained that the concern during the discussion for the final plan was the $13,071 City share of the Tiny House Project and suggested Council could take one of three potential actions: 1) approve the staff recommendation to fund the Tiny House Project; 2) apply the $13,071 instead to the Blakely Park Project; or 3) leave the funds as unencumbered that would go through the reallocation process in fall for a different project.

Council Member Nakanishi stated he heard the full discussion at the last meeting and that, based on the fact that California Department of Housing and Urban Development supports the City's use of these funds as reported earlier by Mayor Pro Tempore Kuehne, he is in favor of the staff recommendation.

Mayor Chandler opened the public hearing for public comment.

There being no public comments, Mayor Chandler closed the public hearing.

Mayor Pro Tempore Kuehne made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2019-83 approving Final 2019-23 Consolidated Plan and 2019-20 Annual Action Plan for Community Development Block Grant Program, as recommended by staff.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler

Noes: None

Absent: Council Member Johnson, and Council Member Mounce

G-2 Public Hearing to Consider Adopting Resolution Approving Planning Commission’s Recommendation to Authorize Nine Low-Density Residential Growth Management Allocations for the Bennett – Iris Drive Subdivision (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Chandler called for the public hearing to consider adopting resolution approving Planning Commission’s recommendation to authorize nine Low-Density Residential Growth Management Allocations for the Bennett - Iris Drive Subdivision.

City Manager Schwabauer reported this in an in-fill project and the recommendation is that Council approve nine Low-Density Residential Growth Management Allocations for the Bennett - Iris Drive Subdivision.
Mayor Chandler opened the public hearing for public comment.

Mayor Pro Tempore Kuehne stated that, based on the site map, the homes appear to have an interesting shape, to which Mr. Schwabauer responded this is not an unusual configuration, there are other developments with a similar layout, and he does not anticipate there will be any parking issues.

Steve Pechin with Baumbach and Piazza, representing the owners of the project, took a moment to recognize the Public Works Department and staff for all it does, adding that staff often goes above and beyond to work with the public on projects and issues. Mr. Pechin confirmed this is an in-fill project and reported the Planning Commission was pleased with the layout and unanimously approved the subdivision and tentative maps. He requested Council approve the nine Growth Management Allocations. Further, Mr. Pechin stated the plan is likely to sell developed lots to custom home builders. The lots are larger, and the minimum home size will be 2,000 square feet. This development will be nicely designed homes; not a track home subdivision.

There being no further public comments, Mayor Chandler closed the public hearing.

Council Member Nakanishi stated he was pleased this was an in-fill project.

Mayor Pro Tempore Kuehne made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2019-84 approving Planning Commission's recommendation to authorize nine Low-Density Residential Growth Management Allocations for the Bennett - Iris Drive Subdivision.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler
Noes: None
Absent: Council Member Johnson, and Council Member Mounce

H. Regular Calendar – None
I. Ordinances - None
J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:57 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk
LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 21, 2019

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 21, 2019, commencing at 7:00 a.m.

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

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

NOTE: Council Member Nakanishi arrived at 7:02 a.m.

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2019/20 Enterprise and Special Revenue Fund (CM)

Deputy City Manager Andrew Keys provided a PowerPoint presentation regarding Fiscal Year 2019/20 budget - Utility Fund and Special Revenue. Specific topics of discussion included an overview of Enterprise funds and Special Revenue funds; Electric Utility overview, revenues, expenses, capital projects, and reserves; Water Utility overview, revenues, expenses, capital projects, and reserves; Wastewater Utility overview, revenues, expenses, capital projects, and reserves; Transit overview, revenues, expenditures, and capital expenditures; Streets overview, revenues, expenditures, and capital projects; Community Development overview, revenues, expenditures; Parks, Recreation and Cultural Services overview, revenues, expenditures; and Library overview, revenues, and expenditures.

Mayor Pro Tempore Kuehne questioned if the collection system enhancements will include the catch basins the City plans to install, to which City Manager Schwabauer responded that it will, but not all of them. In further response, Public Works Director Charlie Swimley stated he will get back to Council with how many catch basins will be installed.

With regard to the reserve balances in all of the utilities, Mayor Chandler suggested staff better explain why the amounts are so massive because at a glance the public will not understand that the money is being collected to pay for capital projects; they will only see a reserve balance that is significantly higher than necessary. Mr. Keys stated that it will be thoroughly explained during the budget presentation.

Mr. Keys concluded that staff anticipates providing Council with draft budget documents later in the day for review prior to budget approval on June 5, 2019, during which staff will include greater detail on capital projects and fund balances.

Mike Lusk, member of the public, posed questions relating to PG&E’s threats to shut down major power lines due to the Camp Fire and how the City plans to address that; the repayment of the water impact mitigation fees (IMF), stating he does not see the money being paid back in the utilities; the State grant money that would off-set the City’s cost of the new wastewater holding pond, stating he does not see that in the presentation; and the elevator repair costs and whether the individual who damaged the elevator would be made to pay for the repairs.
In response to Mr. Lusk, City Attorney Magdich stated the City will be looking for subrogation for the person who damaged the elevator.

Mr. Schwabauer responded that the City will not have an option this time to opt out of PG&E’s brown outs and the City is working with PG&E and exploring all possibilities to determine how to address the situation. The City could expand and get power from the Lodi Energy Center, but that would be a $25 to $35 million project and comes with a lot of political opposition from the neighbors along the route. Before spending millions of dollars on an expansion project, staff wants to research the matter fully, understand what PG&E intends to do, and explore all options. With regard to the IMF, Mr. Schwabauer stated the fees are being used to pay for the water plant, but they are not paying what they would have if the IMF had not been discounted.

Mr. Swimley stated the City has not collected IMF for many years, but is accounting for what is owed on the debt service for the water plant. The IMF can be spent on future projects, and it is planned that $2.7 million will be expended around 2022 to construct a new water tank. He added that the water and wastewater utilities have a back-up power supply in place should PG&E's brown outs go into effect. With regard to the State grant, the City will be reimbursed roughly $4 million by the State, which will come to the City over time. Mr. Schwabauer further explained that grants and reimbursements usually come to the City in arrears of a project. Further, the budget may show significant swings in revenue due to grant-funded projects, because in one year the City may have an extremely large grant project but not in the next year, which shows as a reduction in revenue.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:04 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk
The May 28, 2019, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk
AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios, Portable In-car Computers, and Fire Station Alerting Systems from Various Vendors in the Total Amount of $931,132.08 for all Items and Appropriate Fiscal Year 2018/19 Funds ($677,388.42)

MEETING DATE: June 5, 2019

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive bid process and approve the purchase of radios, portable in-car computers, and fire station alerting systems from various vendors in the total amount of $931,132.08 for all items and appropriate Fiscal Year 2018/19 funds ($677,388.42).

BACKGROUND INFORMATION: It is important that frontline public safety staff be outfitted with reliable communication equipment. Safety personnel rely on communication equipment to effectively relay calls for service, location, status of calls, and the status of officer/firefighter safety. As communication equipment ages technology gets outdated, reliability declines, replacement parts become scarce, and support is no longer available. This describes the current state of the Police and Fire departments’ aging radios, in-car computers, and fire station alerting systems.

Having current and functioning equipment is paramount to employee’s ability to provide effective public safety service. Per the Budget and Fiscal Policies adopted in February 2019, the City Council has recognized the need to plan for equipment replacement through the set aside of an amount each year based on equipment’s annual straight line depreciation. For replacement of equipment with longer useful life (such as the fire station alerting systems), this set aside will be banked over a long period until such time as replacement is needed. For equipment with a shorter useful life and larger stock numbers (such as portable and in car radios and laptops), staff is recommending to move to a phased purchase model whereby a certain percentage of items are replaced each year. For example, if the useful life is three years, one-third of the existing stock will be replaced each year going forward. The recommendation in this item is the first step towards implementation of this funding strategy within the Police and Fire department to enhance both departments’ ability to provide essential safety services to the community.

Radios

The Police and Fire departments use portable radios that direct personnel to the location of emergency incidents. These radios are designed to receive and respond to calls from dispatch, sworn staff, code enforcement, Partners, and Probation. Small portable radios exist that allow officers or firefighters to carry one easily when they are responding to calls outside of their vehicles. In addition, each emergency response vehicle has a radio installed for response to calls.

APPROVED: ________________________________

Stephen Schwabauer, City Manager
Police and Fire have portable radios that are end of life. Radios are beginning to fail and parts are increasingly hard to find. Both departments currently use Motorola radios. Officers and firefighters tested a Harris brand radio that was a lower cost, however, the Harris portable radios provided imperfect reception that could potentially compromise employee safety and ability to respond to emergency calls effectively. The Harris in-car radios worked flawlessly, however, and Police seeks to move forward with the Harris in-car radios due to a significant cost savings. Fire is also requesting five Bendix King radios and a multi-unit charger for the first purchase in the 2018/19 fiscal year, and four hazardous materials mask adaptors for the hazmat radios to be purchased in the 2019/20 fiscal year. The portable personal radios will be purchased from Motorola, and 49er communication. To spread out the fiscal burden the Police and Fire departments plan to purchase the radios in thirds over the current and next two fiscal years.

**In-Car Computers**

The Police in-car computers are also at end of life and are no longer covered by the manufacturer’s warranty. The current Panasonic Toughbook computers were purchased in 2014 and have been in service since. They are failing after five years of use, 24 hours a day seven days a week. Officers and supervisors spend a lot of time at the beginning of shifts identifying fully functioning computers to connect properly to the Computer Aided Dispatch (CAD) system. This causes a delay in officers starting shifts and responding to calls for service. At any given time, up to a third of the fleet’s computers are malfunctioning or are in various stages of repair by the vendor.

The Police Department and Information Technology have tested and reviewed different options and have selected the Dell Latitude 5420 laptop as the best replacement. Compared to other brands researched, this option provided the best value in terms of price and features while meeting all the demands of the department. Dell also provides superior support, offering next day on-site technical support. To spread out the fiscal burden the department will purchase 10 Dell 5420 computers in the 2018/19 fiscal year; 10 in the 2019/20 fiscal year, and 10 in the 2020/21 fiscal year at which time 100 percent of the fleet’s computers will have been replaced. Any new vehicles purchased during this time will also have the Dell Latitude 5420 installed.

These computers will also require Microsoft software licensing that will be purchased at the time we acquire the new Dell laptops.

**Fire Station Alerting Systems**

The Fire Department is requesting new Fire Station Alerting Systems for all four fire stations. The current system was purchased in the early 2000s and at that time the technology was already obsolete.

Fire Station Alerting Systems are designed to automate the process of alerting fire and rescue personnel, enhance communications, and decrease response times. Its features support the day-to-day operations and environmental health, comfort and safety of first responders. The alerting system links to CAD and is able to automatically and near instantaneously deliver incident details. Incident alerts are delivered to fire via internet and radio networks in multiple forms, including audio (tones and text-to-speech announcements), visual, and printed alerts. Remote personnel can receive alerts via radio and through mobile devices. The department will also have access to software that provides comprehensive system monitoring, reporting, and configuration capabilities, as well as tools for manual alerting.

The Fire Department is recommending the alert system from US Digital Designs, which is the system that has been adopted by the San Joaquin County Regional Fire Dispatch Authority (JPA). This particular system is already in use by Stockton dispatch and will require minimal configuration between Lodi and
Stockton CAD. Financially, it is in the city’s best interest to go with this vendor, otherwise we would have to pay to make the CAD communicate with the “different” alerting systems, substantially increasing costs.

The Fire Department is recommending an All Band Consolette proposed by Motorola as a backup system for the main alerting system. The purpose of a different back-up alerting station is so that if the main one goes down, the back-up running off a different platform is working and ready to go.

The radios and computers will be purchased in thirds as you can review below. One third will be purchased this fiscal year, one third will be purchased as the beginning of the 2019/20 fiscal year and the rest during the 2020/21 fiscal year. Motorola will not guarantee its pricing past July 2019, requiring us to return to Council for the final order sometime in spring of 2020.

### 2018/19 Fiscal Year Expenses

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Items</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola</td>
<td>28 - Mobile Radios (Police)</td>
<td>$125,000.84</td>
</tr>
<tr>
<td>Motorola</td>
<td>11 - Mobile Radios (Fire)</td>
<td>$63,533.78</td>
</tr>
<tr>
<td>Motorola</td>
<td>Multi-Unit Charger (Fire)</td>
<td>$1,116.33</td>
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<tr>
<td>Harris</td>
<td>25 - In-car Radios and Installation (Police)</td>
<td>$88,820.75</td>
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<tr>
<td>49er Communication</td>
<td>5 - Bendix King Radios (Fire)</td>
<td>$11,927.26</td>
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<tr>
<td>Dell EMC</td>
<td>10 - In-car Computers (Police)</td>
<td>$32,667.85</td>
</tr>
<tr>
<td>CDW-G</td>
<td>10 - Microsoft Software Licensing (Police)</td>
<td>$6,580.20</td>
</tr>
<tr>
<td>US Digital Designs</td>
<td>4 - Alerting Stations and Installation (Fire)</td>
<td>$274,121.58</td>
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<tr>
<td>Motorola</td>
<td>6 - Backup Alerting System (Fire)</td>
<td>$32,237.09</td>
</tr>
<tr>
<td>Delta Wireless</td>
<td>6 - Backup Alerting System Installation (Fire)</td>
<td>$41,382.74</td>
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</tbody>
</table>

**TOTAL FY 2018/19** $677,388.42

### 2019/20 Fiscal Year Expenses

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Items</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Motorola</td>
<td>28 - Mobile Radios (Police)</td>
<td>$125,000.84</td>
</tr>
<tr>
<td>Motorola</td>
<td>15 - Mobile Radios (Fire)</td>
<td>$86,636.97</td>
</tr>
<tr>
<td>Dell EMC</td>
<td>10 - In-car Computers (Police)</td>
<td>$32,667.85</td>
</tr>
<tr>
<td>CDW-G</td>
<td>10 - Microsoft Software Licensing (Police)</td>
<td>$6,580.20</td>
</tr>
<tr>
<td>Curtis</td>
<td>4 - HazmMat Mask Radio Adaptors (Fire)</td>
<td>$2,857.80</td>
</tr>
</tbody>
</table>

**TOTAL FY 2019/20** $677,388.42

The Lodi Municipal Code allows for dispensing of bids when it is in the best interest of the City to do so. Motorola will not lock in pricing for the radios and there may be newer computer models in the 2020/21 fiscal year. It is in the best interest for the City to dispense bidding and award to these vendors based on the following reasons:
Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios, Portable In-car Computers, and Fire Station Alerting Systems from Various Vendors in the Total Amount of $931,132.08 for all Items and Appropriate Fiscal Year 2018/19 Funds ($677,388.42)
June 5, 2019
Page 4 of 5

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Items</th>
<th>Best Interest Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola</td>
<td>Mobile Radios (Police)</td>
<td>- Motorola brand already in operation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- City presently in contract with Motorola maintenance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Flawless reception</td>
</tr>
<tr>
<td>Motorola</td>
<td>Mobile Radios (Fire)</td>
<td>Motorola brand already in operation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- City presently in contract with Motorola maintenance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Flawless reception</td>
</tr>
<tr>
<td>Motorola</td>
<td>Multi-Unit Charger (Fire)</td>
<td>Equipment that complements the radios used in our existing network</td>
</tr>
<tr>
<td>Harris</td>
<td>In-car Radios and Installation (Police)</td>
<td>- Best value in terms of price and features</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Flawless reception in the car radio application</td>
</tr>
<tr>
<td>Dell EMC</td>
<td>In-car Computers (Police)</td>
<td>- Best value in terms of price and features</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Met all the needs of the department</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Provides superior support, including next day on-site technical support</td>
</tr>
<tr>
<td>CDW-G</td>
<td>Microsoft Software Licensing for In-car</td>
<td>Microsoft software is the City’s standard operating system and is routinely purchase</td>
</tr>
<tr>
<td></td>
<td>Computers (Police)</td>
<td>through CDW-G</td>
</tr>
<tr>
<td>49er Communication</td>
<td>Bendix King Radios (Fire)</td>
<td>- Currently used in our existing radio network</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Used by the other jurisdictions within our Mutual Aid Agreement</td>
</tr>
<tr>
<td>US Digital Designs</td>
<td>Alerting Stations and Installation (Fire)</td>
<td>JPA has already paid for the connection to the Computer Aided Dispatch (CAD)</td>
</tr>
<tr>
<td>Motorola</td>
<td>Backup Alerting System (Fire)</td>
<td>- Currently used in our existing radio network</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Used by the other jurisdictions within our Mutual Aid Agreement</td>
</tr>
<tr>
<td>Delta Wireless</td>
<td>Backup Alerting System Installation (Fire)</td>
<td>Delta Wireless is the only manufacturer representative in the area to install to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>manufacturer specifications</td>
</tr>
</tbody>
</table>

The Police Department will request the Council appropriate funds in the 2020/21 fiscal year for the remaining third of the radios and computers at a future meeting.
FISCAL IMPACT: Funds for this purchase are available in the Equipment Replacement Fund for each department. The recommended action includes appropriating those funds for Fiscal Year 2018/19. Fiscal Year 2019/20 appropriations are included in the recommended budget before Council on the regular agenda on June 5, 2019.


Andrew Keys
Deputy City Manager/Internal Services Director
**Bill-To:** Lodi Police Dept., City Of  
P.O. Box 3006  
Lodi, CA 95241  
United States  

**Ultimate Destination:** Lodi Police Dept., City Of  
215 W Elm St  
Lodi, CA 95240  
United States

**Attention:**  
Name: LT. Steve Nelson  
Email: CLEklund@deltawireless.com  
Phone: 925.453.1837  

**Sales Contact:**  
Name: Cheri Lynn Eklund  
Email: CLEklund@deltawireless.com  
Phone: 925.453.1837

**Quote Number:** QU0000469046  
**Effective:** 25 Feb 2019  
**Effective To:** 23 May 2019

**Request For Quote:** Lodi Police Dept.  
**Contract Number:** HGAC  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

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<th>Your price</th>
<th>Extended Price</th>
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**Estimated Tax Amount**  
$124,423.46

* This quote contains items with approved price exceptions applied against it  
* This quote contains items that reflect discounts from approved total Price Exception of (34.17%)  

Programming Not Included.  

***PLEASE MAKE PURCHASE ORDER PAYABLE TO MOTOROLA***

**THIS QUOTE IS BASED ON THE FOLLOWING:**  
1. This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
4 Prices quoted are valid for thirty(30) days from the date of this quote.
5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
**Bill-To:**
LODI FIRE DEPT, CITY OF
210 W ELM
LODI, CA 95240
United States

**Attention:**
Name: Ron Penix  
Email: CLEklund@deltawireless.com  
Phone: 925.453.1837

**Sales Contact:**
Name: Cheri Lynn Eklund  
Email: CLEklund@deltawireless.com  
Phone: 2099469611

**Contract Number:** HGAC  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

<table>
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<tr>
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**Estimated Tax Amount:** $4,862.07

**Total Quote in USD:** $63,533.78

**PROGRAMMING NOT INCLUDED**

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MOTOROLA SOLUTIONS

Bill-To:
LODI FIRE DEPT, CITY OF
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LODI, CA 95240
United States

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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>NNTN8844A</td>
<td>CHARGER, MULTI-UNIT, IMPRES 2, 4-DISP, NAILA-PLUG, ACC USB CHGR</td>
<td>$1,375.00</td>
<td>$1,031.25</td>
<td>$1,031.25</td>
</tr>
</tbody>
</table>

Estimated Tax Amount
$85.08

Total Quote in USD
$1,116.33

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1. This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3. Purchaser will be responsible for shipping costs, which will be added to the invoice.
4. Prices quoted are valid for thirty (30) days from the date of this quote.
5. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
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SUBTOTAL: $82,920.25  
TAX:8.25% $5,349.73  
SHIPPING: $875.00  
TOTAL: $88,820.75

Notes:  
(1) Price based off LA City Contract Contract  
(2) Tax may be waived with a valid tax exempt certificate  
(3) Price Includes Installation and Programming  
(4) Shipping is added to price  
(5) Installation to be performed onsite  
(6) Installation slated for 5 day period to install all vehicles.

Please address Purchase Orders as follows:  
Dailey and Wells Communications, Inc.  
3440 E. Houston Street  
San Antonio, TX 78219  
Attn: Michael Priolo  
Email: mpriolo@dwwcomm.com
**1ST ORDER**

**Quote 47634**

[Logo] 49er Communications

361 Railroad Ave  
Nevada City, CA 95959  
Phone 530-477-2590  
Fax 530-478-8188  
E-Mail ca@49er.cc

**Quote Expires**  
5/13/2019

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<td>KNG-P150CMD Command Version, Digital APCO P25, VHF 136-174 MHz, 6000 Channels, 6 Watt, Full Keypad - RELM BK Portable Radio</td>
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<td>1,895.00</td>
<td>9,475.00</td>
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<tr>
<td>ANKNGWPRE10.6V</td>
<td>10.5 Inch Flexible Antenna, KAA0818 - VHF 150-170 MHz, SMA Male Connector, 0db Gain for RELM BK KNG-P150</td>
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<td>BAKNGCSPAB.2</td>
<td>BADASS Black &quot;AA&quot; Clamshell, BAKNGCSPAB.2 - Equivalent to KAA0120 for RELM BK Radio KNG</td>
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<td>58.95</td>
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<td>AAKNGSPMMR3</td>
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WE WILL BEAT ANY OTHER DEALERS PRICE!

Sub-total $11,018.25

Tax 7.75% $945.16

Total $11,964.41

11,927.26
A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we’ve created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No. 3000037501102.1  Sales Rep Will Beck
Total $98,003.54  Phone (800) 456-3355, 7244325
Customer # 1452833  Email Will_Beck@Dell.com
Quoted On Apr. 29, 2019  Billing To ACCOUNTS PAYABLE
Expires by May. 29, 2019  CITY OF LODI
Deal ID 15418076  221 W PINE ST

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you’re ready to place an order.
Thank you for shopping with Dell!

Regards,
Will Beck

Shipping Group

Shipping To  Shipping Method
DALE TAYLOR  Standard Delivery
CITY OF LODI
221 W PINE ST
LODI, CA 95240-2019 (209) 333-6800

Product          Unit Price  Qty  Subtotal
Dell Latitude 5420  $2,652.05  30  $79,561.50
Gamber-Johnson Laptop Cradle (Tri RF) -
Docking cradle - VGA - for Dell Latitude 12, 14,
5414, 7214, 7414  $377.54  30  $11,326.20
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.
# Shipping Group Details

## Shipping To
DALE TAYLOR  
CITY OF LODI  
221 W PINE ST  
LODI, CA 95240-2019  
(209) 333-6600

## Shipping Method
Standard Delivery

---

### Dell Latitude 5420
Estimated delivery if purchased today:  
May, 23, 2019  
Contract # WN03AGW  
Customer Agreement # MNWNC-108/7157034003

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<td>Win 10 Pro 64 English, French, Spanish</td>
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<td>Microsoft(R) Office 365 Days Trial</td>
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<td>16GB, 2x8GB, 2400MHz DDR4 Non-ECC</td>
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Dell Latitude 5420  
$2,652.05  
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$79,561.50

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<td>Thank you for choosing Dell ProSupport Plus. For tech support, visit</td>
<td>997-8367</td>
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<td><a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115</td>
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**Description**

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**Subtotal:** $90,887.70  
**Shipping:** $514.80  
**Environmental Fee:** $150.00  
**Estimated Tax:** $6,451.04  
**Total:** $98,003.54
Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: In addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy. In addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at https://boomi.com/mss.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at https://www.secureworks.com/eula/eula-us.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at "Satisfaction Guarantee") and (b) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.
DEAR DANNY DUKE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
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<td>1BYL4X4</td>
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IMPORTANT - PLEASE READ

Special Instructions: Beginning of customer text:
This is for the transition of new Laptops being replaced in PD
End of customer text.

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<td>Windows Enterprise - upgrade &amp; software assurance - 1 license</td>
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<td>3799373</td>
<td>$297.04</td>
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<td>Mfg. Part#: KV3-00367-3</td>
<td>UNSPSC: 43230004</td>
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<td>Microsoft Office Professional Plus 2019 - license - 1 PC</td>
<td>30</td>
<td>5300199</td>
<td>$360.98</td>
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<td>Mfg. Part#: 79F-05746</td>
<td>UNSPSC: 43231113</td>
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<td>Contract: California NWP Software (ADSPO16-130652 7-16-70-37)</td>
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<tr>
<td>PO BOX 3006</td>
<td></td>
<td></td>
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<tr>
<td>LODI, CA 95241-1910</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: (209) 333-5538</td>
<td></td>
<td></td>
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<tr>
<td>Payment Terms: Net 30 Days-Govt State/Local</td>
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DELIVER TO

Shipping Address:
CITY OF LODI
ATTN: DANNY DUKE
221 W. PINE STREET
LODI, CA 95240-2089
Phone: (209) 333-5538
Shipping Method: ELECTRONIC DISTRIBUTION

Need Assistance? CDW•G SALES CONTACT INFORMATION

Alex Mourouls | (866) 479-7354 | alemour@cdwg.com

Page 1 of 2
<table>
<thead>
<tr>
<th>Station</th>
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<td>$72,460.40</td>
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<tr>
<td>Station 2</td>
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<td>Station 3</td>
<td>$56,710.67</td>
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<td>Station 4</td>
<td>$64,779.43</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$274,121.59</strong></td>
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US DIGITAL DESIGNS
Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:
Lodi, California
Lodi Fire Department

Project:
G2 Fire Station Alerting System
One (1) Dispatch System & One (4) Station Systems

Proposal number:
CA_LODI001

Revision #
1

[Price protected per Public Procurement Authority (PPA), Master Price Agreement (MPA) and available to members of National Purchasing Partners, LLC dba FireRescueGFO, dba Public Safety GFO, dba Law Enforcement GFO and dba NPPGov - more information available at https://nppgov.com/contract/us-digital-designs]. Lodi Fire Department is a member. Member #094636

Quote Date:
26-Feb-2019

Quote Expires:
27-May-2019

INSTALLATION BY:
Tech Electric
Bob McCabe: bobm@tech-electric.com

By:
Luke Eddington
Project Manager

US Digital Designs, Inc.
1835 E Sixth St #27
Tempe, AZ 85281
602-687-1739 direct
480-290-7892 fax
luddington@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]
## Primary Dispatch G2 FSA System

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

### Dispatch System Interfaces

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Ref</th>
<th>Qty</th>
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<th>Part No.</th>
<th>US List Unit</th>
<th>QUOTE UNIT</th>
<th>QUOTE EXT</th>
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<tbody>
<tr>
<td>DI1</td>
<td>LOT</td>
<td>USDD</td>
<td>0</td>
<td>Radio System Interface (Full Console Interface - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting)</td>
<td>RSI-P</td>
<td>$13,650.00</td>
<td>$12,285.00</td>
<td>$0</td>
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<tr>
<td>DI2</td>
<td>LOT</td>
<td>USDD</td>
<td>0</td>
<td>Additional Radio Channel</td>
<td>ARC</td>
<td>$4,225.00</td>
<td>$3,802.00</td>
<td>$0</td>
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<tr>
<td>DI3</td>
<td>LOT</td>
<td>CAD</td>
<td>1</td>
<td>CADI Interface - TBD (USDD-side Only) - Customer responsibility to discuss CADI-side costs (if any) with their vendor</td>
<td>CADI-P</td>
<td>$11,065.00</td>
<td>$10,755.00</td>
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### Dispatch System Components

<table>
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<tr>
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<th>US List Unit</th>
<th>QUOTE UNIT</th>
<th>QUOTE EXT</th>
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<tbody>
<tr>
<td>DC1</td>
<td>PR</td>
<td>USDD</td>
<td>1</td>
<td>G2 Communications Gateway Pair (Hardware for CAD Interface) 2@1RU each (2RU Total)</td>
<td>G2-GW</td>
<td>$9,250.00</td>
<td>$8,326.00</td>
<td>$8,326.00</td>
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<tr>
<td>DC2a</td>
<td>KIT</td>
<td>USDD</td>
<td>0</td>
<td>G2 Gateway Audio Radio Interface (GaRI) - Rack Mount</td>
<td>GaRI-RM</td>
<td>$2,075.00</td>
<td>$1,867.50</td>
<td>$0</td>
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<td>DC2b</td>
<td>KIT</td>
<td>USDD</td>
<td>0</td>
<td>G2 Gateway Audio Radio Interface (GaRI) - Flange Mount</td>
<td>GaRI-FM</td>
<td>$2,075.00</td>
<td>$1,867.50</td>
<td>$1,867.50</td>
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<tr>
<td>DC3</td>
<td>KIT</td>
<td>USDD</td>
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<td>G2 Gateway Audio Serial Interface (GaSi)</td>
<td>GaSi</td>
<td>$1,440.00</td>
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<td>DC4</td>
<td>KIT</td>
<td>USDD</td>
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<td>G2 HDTV REMOTE Module (TV &amp; Electrical Control by Others)</td>
<td>TVR</td>
<td>$975.00</td>
<td>$877.50</td>
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<td>DC5</td>
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<td>USDD</td>
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<td>G2 Light Tower Interface</td>
<td>LTI</td>
<td>$675.00</td>
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<td>Item</td>
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<tr>
<td>DS1</td>
<td>HR</td>
<td>50 Gateway Configuration &amp; Modifications</td>
<td>GW-CIM</td>
<td>$310.00</td>
<td>$279.00</td>
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<td>DS2</td>
<td>LOT</td>
<td>0 Radio System Interface Modification</td>
<td>RSI-CIM</td>
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<td>DS3</td>
<td>LOT</td>
<td>1 Gateway Installation and Start-up</td>
<td>GW-ISU</td>
<td>$6,425.00</td>
<td>$6,782.60</td>
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<td>DS4</td>
<td>LOT</td>
<td>1 Gateway Project Management</td>
<td>GW-PM</td>
<td>$305.76</td>
<td>$275.20</td>
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<tr>
<td>DS5a</td>
<td>LOT</td>
<td>1 Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)</td>
<td>TRA-DIS-O</td>
<td>$4,025.00</td>
<td>$3,622.60</td>
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<td>DS5b</td>
<td>LOT</td>
<td>0 Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)</td>
<td>TRA-DIS-R</td>
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<td>DS6a</td>
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<td>1 Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)</td>
<td>TRA-STA-O</td>
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<td>$3,622.60</td>
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<tr>
<td>DS6b</td>
<td>LOT</td>
<td>0 Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)</td>
<td>TRA-STA-R</td>
<td>$1,200.00</td>
<td>$1,080.00</td>
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<td>DS7a</td>
<td>LOT</td>
<td>0 Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)</td>
<td>TRA-IC-O</td>
<td>$6,325.00</td>
<td>$4,792.60</td>
<td>-</td>
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<tr>
<td>DS7b</td>
<td>LOT</td>
<td>0 Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)</td>
<td>TRA-IC-AZ</td>
<td>$2,725.00</td>
<td>$2,452.60</td>
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<tr>
<td>DS8a</td>
<td>HR</td>
<td>0 Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)</td>
<td>MTG-MGT-U</td>
<td>$244.00</td>
<td>$218.60</td>
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<tr>
<td>DS8b</td>
<td>LOT</td>
<td>0 Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accommodation)</td>
<td>MTG-MGT-C</td>
<td>$ -</td>
<td>$ -</td>
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<td>DS9</td>
<td>LOT</td>
<td>0 Misc Option 1</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
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<td>DS10</td>
<td>LOT</td>
<td>0 Misc Option 2</td>
<td></td>
<td>$ -</td>
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**PRIMARY DISPATCH G2 FSA SYSTEM**

System Total: $48,200.20
Shipping Total: $99.00
System Subtotal: $48,299.20
PRIMARy DISPATCH WARRANTY & SUPPORT

INClUDES G2 MOBILE SMART-PHONE ALERTING APPs & USDD-HOSTED MAPPING SERVICES (If available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

<table>
<thead>
<tr>
<th>INDEX</th>
<th>UNiT</th>
<th>QTY</th>
<th>Description</th>
<th>PArt NUmber</th>
<th>QUOTE UNIT</th>
<th>QUOTE Ext</th>
<th>QUOTE Ext</th>
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<tr>
<td>17</td>
<td>HR</td>
<td>1.5</td>
<td>[STANDARD] 1st YEAR WARRANTY &amp; SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 6:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 16 months/15 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates</td>
<td>RS-1YR-STD</td>
<td>$ 2,094.75</td>
<td>$1,886.28</td>
<td>2837.9128 but No Charge For Initial Warranty Period / Not Included In Subtotals</td>
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<tr>
<td>15</td>
<td>LOT</td>
<td>0.0</td>
<td>[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY &amp; SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 6:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD</td>
<td>RS-AYR-STD</td>
<td>$ 2,094.75</td>
<td>$ 1,886.28</td>
<td>$</td>
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INDIVIDUAL DISPATCH SYSTEMS TOTALS

- PRIMARY DISPATCH G2 PSA SYSTEM TOTAL: $ 48,299.20
- PRIMARY DISPATCH MOBILE APP SERVICE TOTAL: $ -
- PRIMARY DISPATCH MAPPING SERVICE TOTAL: $ -

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

- ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL: $ 48,200.20
- ALL DISPATCH-LEVEL SHIPPING SUBTOTAL: $ 99.00
- ALL DISPATCH-LEVEL WARRANTY & SUPPORT: $ -
- ALL DISPATCH-LEVEL MISCELLANEOUS (If applicable): $ -
- PRIMARY DISPATCH-LEVEL GRAND TOTAL: $ 48,299.20

(SEE ‘SECTION TOTALS’ PAGE FOR EVEN MORE DETAIL)
This quote does not include or assume any amount for sales or use tax. Customer needs to contact the procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDG.
**US DIGITAL DESIGNS**

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

677-501-9733 fax
480-300-7692 fax

**QUOTE**

**DATE:** 3/26/19

**Expire:** 6/27/19

**Quote Submitted To:**
Lodi, California
Lodi Fire Department

**REFERENCE PROPOSAL**
CA_LODI001 v1

**STATION-LEVEL**

**STATION 01**

Based on USDD 2x2 Fire Station Alerting System Design Overview #USDD.CA_LODI.ALL STATIONS_FSA.2012.01.23.pdf

## STATION SYSTEM LICENSES

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<th>Description</th>
<th>Part No.</th>
<th>US Price Unit</th>
<th>QUOTE UNIT</th>
<th>QUOTE EXT</th>
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<tbody>
<tr>
<td>GL1</td>
<td>1</td>
<td>02 VOICEALERT - Single Station License,</td>
<td>VA</td>
<td>$1,030.00</td>
<td>$27.00</td>
<td>$27.00</td>
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<tr>
<td>SL2</td>
<td>24</td>
<td>02 MOBILE FSA APP - Single Device License. Up to 24 Licenses/Per-ATX are offered at $9.00 each as long as system is currently under warranty or elected</td>
<td>G2-APP-OLI</td>
<td>$108.00</td>
<td>$7.20</td>
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## STATION SYSTEM CONTROLLER

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<th>US Price Unit</th>
<th>QUOTE UNIT</th>
<th>QUOTE EXT</th>
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<tr>
<td>BC1</td>
<td>1</td>
<td>02 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options, 4 Unique Zones available.</td>
<td>ATX</td>
<td>$21,750.00</td>
<td>$19,570.00</td>
<td>$19,570.00</td>
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<tr>
<td>BC2</td>
<td>0</td>
<td>02 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.</td>
<td>EXP</td>
<td>$7,325.00</td>
<td>$6,562.00</td>
<td>$6,562.00</td>
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<td>BC3</td>
<td>0</td>
<td>Rack Mount Ears for ATX or EXP.</td>
<td>ATX-E</td>
<td>$4,800.00</td>
<td>$4,800.00</td>
<td>$4,800.00</td>
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<td>BC4</td>
<td>0</td>
<td>Base Plate for ATX or EXP.</td>
<td>ATX-P</td>
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<td>$4,800.00</td>
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<td>BC5</td>
<td>1</td>
<td>1X UPS, Standard</td>
<td>UPS-STD</td>
<td>$923.00</td>
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<td>BC6</td>
<td>1</td>
<td>Shelf/Backset, Wall-Mount for UPS</td>
<td>UPS-WMB</td>
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## STATION SYSTEM PERIPHERAL COMPONENTS

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<th>Part No.</th>
<th>US Price Unit</th>
<th>QUOTE UNIT</th>
<th>QUOTE EXT</th>
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<tbody>
<tr>
<td>SF1a</td>
<td>0</td>
<td>Audio Amplifier, External, Standard</td>
<td>AMP</td>
<td>$967.00</td>
<td>$666.00</td>
<td>$666.00</td>
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<tr>
<td>SF1b</td>
<td>0</td>
<td>Shelf, Under Table or Wall Mount, for 1U 1/2 Rack</td>
<td>AMP-S</td>
<td>$66.00</td>
<td>$66.00</td>
<td>$66.00</td>
</tr>
<tr>
<td>SF2</td>
<td>0</td>
<td>02 COLOR INDICATOR REMOTE Module - Up to 8 unique colors</td>
<td>CIR</td>
<td>$725.00</td>
<td>$682.00</td>
<td>$682.00</td>
</tr>
<tr>
<td>SF3a</td>
<td>1</td>
<td>02 HDTV REMOTE Module (TV &amp; Electrical Outlet by Others, C.E.C. control subject to TV ability)</td>
<td>TVR</td>
<td>$975.00</td>
<td>$677.00</td>
<td>$677.00</td>
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<tr>
<td>SF3b</td>
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<td>Flat Panel / Smart HDTV 40-43&quot; (Electrical Outlet Provision by Others, C.E.C. control subject to TV ability)</td>
<td>FP-43</td>
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<td>Flat Panel / TV Mount - Universal 23&quot;-46&quot;</td>
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<td>02 HD REMOTE Module w/ 5 In &amp; 8 Out</td>
<td>IDR</td>
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<td>$1,174.00</td>
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<tr>
<td>SF5</td>
<td>0</td>
<td>Push Button, Standard (Black)</td>
<td>PB-B</td>
<td>$110.00</td>
<td>$99.00</td>
<td>$99.00</td>
</tr>
<tr>
<td>SF6</td>
<td>0</td>
<td>Push Button, Emergency (Red)</td>
<td>PB-R</td>
<td>$110.00</td>
<td>$99.00</td>
<td>$99.00</td>
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<tr>
<td>SF7</td>
<td>2</td>
<td>02 MESSAGE REMOTE 2 Module (2017 Version)</td>
<td>MR2</td>
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<tr>
<td>SF8a</td>
<td>0</td>
<td>02 MESSAGE SIGN (Digital LED) MINI GammaSmn / 12&quot;, Active Screen Width/Turn Out Timing ONLY</td>
<td>MS-S-N</td>
<td>$915.00</td>
<td>$823.00</td>
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<td>7</td>
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<td>MS-S-S</td>
<td>$1,050.00</td>
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**STATION SYSTEM**

Page of 25
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<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Part#</th>
<th>Unit List Unit</th>
<th>Unit Cost</th>
<th>Unit Ext.</th>
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<td>S01</td>
<td>Station Installation Tech Electric</td>
<td>ST-INST</td>
<td>$24,105.88</td>
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<td>Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)</td>
<td>ST-INST</td>
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<td>S03</td>
<td>Station Configuration &amp; Start-Up</td>
<td>ST-SU</td>
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<td>Station Engineering / Design Services</td>
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<td>S06</td>
<td>Station Documentation</td>
<td>ST-DM</td>
<td>$53.68</td>
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<td>S07</td>
<td>Station Training - Configuration and Equipment. On-Site @ Station, 4 Hours, 1 Visit. (for Technical Service Staff)</td>
<td>TRA-UT-O</td>
<td>$4,025.00</td>
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STATION SYSTEM SERVICES

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<tr>
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<th>Unit List Unit</th>
<th>Unit Cost</th>
<th>Unit Ext.</th>
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<tr>
<td>S08</td>
<td>G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSIGN / 36&quot; Active Screen Width</td>
<td>MS-G-E</td>
<td>$1,075.00</td>
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<td>S09</td>
<td>MS-G Adapter Plate, SINGLE, VESA 100, delta (1) Mounted to any standard mount with VESA 100 hole patterns (mount not included)</td>
<td>MS-AP-S</td>
<td>$39.00</td>
<td>$34.29</td>
<td>$34.29</td>
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<tr>
<td>S10</td>
<td>MS-G Adapter Plate, DOUBLE, VESA 100, delta (2) MS-G Base to any standard mount with VESA 200 hole patterns (mount and cabinet)</td>
<td>MS-AP-D</td>
<td>$49.00</td>
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<tr>
<td>S11</td>
<td>MS-G Hanging Kit, Hinge single or double (both-included) Message Sign (Gamma Version) from ceiling, includes both suspended ceiling T-Bar Saver Clips and Hard-Pin Flange Mounts.</td>
<td>MS-HK</td>
<td>$73.00</td>
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<td>S12</td>
<td>M2 Mount - Articulating, Long reach</td>
<td>MS-MNT-ART-L</td>
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<td>RR2</td>
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<td>S14</td>
<td>RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity</td>
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<td>S15</td>
<td>RR2 Surface Mount Box, for SURFACE MOUNT (hardwell) Installation. Three (3) 3/4&quot; conduit knock-outs.</td>
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<td>S16</td>
<td>G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v</td>
<td>SPK-LED-FM</td>
<td>$325.00</td>
<td>$292.60</td>
<td>$302.60</td>
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<td>S17</td>
<td>G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box, 70v)</td>
<td>SPK-LED-3M</td>
<td>$325.00</td>
<td>$292.60</td>
<td>$292.60</td>
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<tr>
<td>S18</td>
<td>SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Voi cal intelligibility in large open indoor areas and with High-Inten-sity LED Strobe Light Array includes Cable Hanging Kit (typically requires MR2 or power/ signal control)</td>
<td>SPK-OAS</td>
<td>$815.00</td>
<td>$733.60</td>
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<td>S19</td>
<td>SPK-OAS/10/3/10/3/10/3 Mounting Bracket / Buum FLANGE CLIP - for mounting directly onto an extended (18&quot;-14&quot;) i-beam</td>
<td>SPK-OAS-BFC</td>
<td>$13.00</td>
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<td>S20</td>
<td>SPK-OAS/10/3/10/3 Mounting Bracket / DROP CEILING SPACER - for mounting directly to T-Ber in Suspended Ceiling</td>
<td>SPK-OAS-DCB</td>
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<td>SPK-OAS/10/3/10/3 Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling</td>
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<td>SPK-STD-FM</td>
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<td>S23</td>
<td>SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v</td>
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<td>S24</td>
<td>SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v</td>
<td>SPK-W-3M</td>
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<td>S27</td>
<td>Miscellaneous</td>
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### Station System Warranty & Optional Recurring Annual Support

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<tr>
<th>Item</th>
<th>Unit</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>1.6</td>
<td>[STANDARD] 1st Year Warranty &amp; Support for this Station System (or Component); Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 8 months for total of 16 months. Initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates</td>
<td>$4,025.79</td>
<td>3,823.21</td>
<td>5404.6165 but No Charge for initial Warranty Period / Not Included in Subtotals</td>
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<tr>
<td></td>
<td></td>
<td>0.0</td>
<td>[STANDARD] Each Additional Year (12-Months) Warranty &amp; Support for this Station System (or Component); Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)</td>
<td>$4,025.79</td>
<td>3,823.21</td>
<td>10,832.18</td>
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### Station 01

<table>
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<td>Shipping</td>
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<tr>
<td>Warranty &amp; Support</td>
<td>$</td>
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<tr>
<td>Miscellaneous (if applicable)</td>
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<tr>
<td><strong>STATION SUBTOTAL</strong></td>
<td><strong>$66,038.01</strong></td>
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</tbody>
</table>

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchases from USDD.

---

**Warranty & Support Notes:**

Customer must also choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting Apps and Mapping Services only available upon customer's written request while under warranty or scheduled recurring annual support. Support Agreement #4010 to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system or function that deviates from this proposal's documented system design and system number. USDD can/will not warrant nor support any system not installed by G2 Trained & Certified Installation technicians (unless otherwise noted). If customer intends to tie this system into any 3rd party system or devices, USDD will be unable to warrant or support the system until we’ve had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

**Station System Installation Notes:**

- **1.** Unless specifically detailed in this proposal, no installation by USDD or 3rd party subcontractor is assumed or provided.
- **2.** Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained & Certified Contractors.
- **3.** USDD can source, qualify, train and certify Local/Licensed/Regional Subcontractors where needed.
- **4.** Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- **5.** Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- **6.** Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- **7.** Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- **8.** Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
9 - USDD FS&F Equipment to be made available by owner to installation Contractor prior to on-site arrival

10 - Structural backing for system devices and other millwork (not specifically detailed) by others.

11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.

12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.

13 - All communications pathway infrastructure (telephone, radio, etc.) by others unless specifically detailed in this proposal.

14 - USDD cannot warrant nor support any owner-supplied (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not provided engineering for and has not specifically authorized for use within public safety environments.

15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.
# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85261
877-551-7733 tel  480-296-7892 fax

DATE: 2/26/19
Expires: 6/27/19

Quote SUBMITTED TO:
Lodi, California
Lodi Fire Department

**STATION-LEVEL**

**STATION 02**

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA.LODI.ALL STATIONS.FSA.2019.01.23.pdf

## STATION SYSTEM LICENSES

<table>
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<tr>
<th>Item</th>
<th>Unit</th>
<th>Mt/Lt</th>
<th>Qty</th>
<th>Description</th>
<th>Part No</th>
<th>UL/Lin Unit</th>
<th>Quoted Unit</th>
<th>Quoted Unit Ext.</th>
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<tbody>
<tr>
<td>BL1</td>
<td>Ea</td>
<td>USDD</td>
<td>1</td>
<td>G2 VOICEALERT - Single Station License</td>
<td>VA</td>
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<tr>
<td>BL2</td>
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<td>USDD</td>
<td>24</td>
<td>G2 MOBILE FSAS APP - Single Device License, Up to 24 Licenses Per-ATX are offered at $50.00 each as long as system R currently order warranty or selected recurring annual RPO port coverage for more detail.</td>
<td>G2-APP-DLI</td>
<td>$108.00</td>
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## STATION SYSTEM CONTROLLER

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<th>Qty</th>
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<th>UL/Lin Unit</th>
<th>Quoted Unit</th>
<th>Quoted Unit Ext.</th>
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<tr>
<td>BC1</td>
<td>Kit</td>
<td>USDD</td>
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<td>G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Displays. 4 Unique Angie Zones available</td>
<td>ATX</td>
<td>$21,750.00</td>
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<tr>
<td>BC2</td>
<td>Kit</td>
<td>USDD</td>
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<td>G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.</td>
<td>EXP</td>
<td>$7,325.00</td>
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<td>USDD</td>
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<td>BC6</td>
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<th>UL/Lin Unit</th>
<th>Quoted Unit</th>
<th>Quoted Unit Ext.</th>
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<td>Ea</td>
<td>A/tix</td>
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<td>Shelf, Under Table or Wall Mount, for 1U 1/2 Rack</td>
<td>AMP-S</td>
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<tr>
<td>SP2</td>
<td>Ea</td>
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<td>G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors</td>
<td>CIR</td>
<td>$725.00</td>
<td>$652.50</td>
<td>$652.50</td>
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<tr>
<td>SP3a</td>
<td>Ea</td>
<td>USDD</td>
<td>1</td>
<td>G2 HDTV REMOTE Module (TV &amp; Electrical Outlet by Others; C.E.C. control subject to TV ability)</td>
<td>TVR</td>
<td>$975.00</td>
<td>$877.00</td>
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<td>SP3b</td>
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<td>USDD</td>
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<td>Flat Panel / TV Mount - Universal 23”-45” Til</td>
<td>FP-R</td>
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<td>$1,275.00</td>
<td>$1,147.20</td>
<td>$1,147.20</td>
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<tr>
<td>SP5</td>
<td>Ea</td>
<td>USDD</td>
<td>0</td>
<td>Push Button, Standard (Black)</td>
<td>PB-B</td>
<td>$110.00</td>
<td>$99.00</td>
<td>$99.00</td>
</tr>
<tr>
<td>SP6</td>
<td>Ea</td>
<td>USDD</td>
<td>0</td>
<td>Push Button, Emergency (Red)</td>
<td>PB-R</td>
<td>$110.00</td>
<td>$99.00</td>
<td>$99.00</td>
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<tr>
<td>SP7</td>
<td>Ea</td>
<td>USDD</td>
<td>3</td>
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<td>MR2</td>
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<td>$1,147.20</td>
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<td>SP8a</td>
<td>Ea</td>
<td>USDD</td>
<td>0</td>
<td>G2 MESSAGE SIGN (Digital LED) MINI GeminiSign / 1/2” Active Screen Width / Turn Out Timing ONLY</td>
<td>MS-G-M</td>
<td>$915.00</td>
<td>$923.00</td>
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<td>USDD</td>
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<td>Item</td>
<td>Description</td>
<td>Part No.</td>
<td>Unit Cost</td>
<td>Qty</td>
<td>Ext. Cost</td>
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<tr>
<td>529a</td>
<td>G2 MESSAGE SIGN (Digital LED) EXTENDED</td>
<td>MS-G-E</td>
<td>$1,575.00</td>
<td>1</td>
<td>$1,575.00</td>
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<tr>
<td></td>
<td>Display / 36&quot; Active Screen Width</td>
<td></td>
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<tr>
<td>529d</td>
<td>MS-G Adapter Plate, SINGLE VESA 100x100 (MS-G-2) to any standard mount with VESA 100 hole pattern (mount not included)</td>
<td>MS-AP-S</td>
<td>$38.00</td>
<td>1</td>
<td>$38.00</td>
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<tr>
<td>529g</td>
<td>MS-G Adapter Plate, DOUBLE VESA 100x100 (MS-G-2) to any standard mount with VESA 100 hole pattern (mount not included)</td>
<td>MS-AP-D</td>
<td>$49.00</td>
<td>1</td>
<td>$49.00</td>
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<tr>
<td>529h</td>
<td>MS-G Hanger Kit, Hinge single or double (back-to-back) message sign (stainless version) from ceiling, includes both suspended ceiling T-Bar Slider Clips and Hard Pan Flange Mounts</td>
<td>MB-HK</td>
<td>$73.00</td>
<td>1</td>
<td>$73.00</td>
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<tr>
<td>5211</td>
<td>MS Mount - Articulating, Long reach</td>
<td>MS-MNT-ART-L</td>
<td>$287.00</td>
<td>1</td>
<td>$287.00</td>
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<tr>
<td>5212a</td>
<td>G2 ROOM REMOTE 2 Module / 2017 version 2</td>
<td>RR2</td>
<td>$2,025.00</td>
<td>1</td>
<td>$2,025.00</td>
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<tr>
<td>5212c</td>
<td>RR2 Adapter Plate, for Retrofit In RR1 Wall Cavity</td>
<td>RR2-AP</td>
<td>$48.00</td>
<td>1</td>
<td>$48.00</td>
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<tr>
<td>5212d</td>
<td>RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4&quot; conduit inlets/outs</td>
<td>RR2-SMS</td>
<td>$175.00</td>
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<td>5215</td>
<td>G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v</td>
<td>SPK-LED-FM</td>
<td>$325.00</td>
<td>1</td>
<td>$325.00</td>
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<tr>
<td>5218</td>
<td>G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v</td>
<td>SPK-LED-SM</td>
<td>$325.00</td>
<td>1</td>
<td>$325.00</td>
<td></td>
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<tr>
<td>5217a</td>
<td>G2 SPEAKER - OmnisAlert/Strbe - Omnidirectional Alerting Speaker, optimized for High Vocal intelligibility in large open industrial areas and with High-intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires AR2 for power/authority/control)</td>
<td>SPK-OAS</td>
<td>$815.00</td>
<td>1</td>
<td>$815.00</td>
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<tr>
<td>5217b</td>
<td>SPK-OAS/OmnisAlert/Strbe Mounting Bracket / BEAM FLANGE CLIP - for mounting directly onto an exposed (18-14&quot;) I-Beam</td>
<td>SPK-OAS-BFC</td>
<td>$13.00</td>
<td>1</td>
<td>$13.00</td>
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<tr>
<td>5217c</td>
<td>SPK-OAS/OmnisAlert/Strbe Mounting Bracket / DROP CEILING BRACKET - for mounting directly to T-Bar In Suspended Ceiling</td>
<td>SPK-OAS-DCB</td>
<td>$48.00</td>
<td>1</td>
<td>$48.00</td>
<td></td>
<td></td>
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<tr>
<td>5217d</td>
<td>SPK-OAS/OmnisAlert/Strbe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling</td>
<td>SPK-OAS-SMB</td>
<td>$42.00</td>
<td>1</td>
<td>$42.00</td>
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<tr>
<td>5218a</td>
<td>SPEAKER - STANDARD, FLUSH Mount, 70v</td>
<td>SPK-STD-FM</td>
<td>$85.00</td>
<td>1</td>
<td>$85.00</td>
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<tr>
<td>5218b</td>
<td>SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v</td>
<td>SPK-STD-SM</td>
<td>$85.00</td>
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<td>$85.00</td>
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<tr>
<td>5219</td>
<td>SPEAKER - APP BAY/OUDOOR - Weatherized, Surface Mount, 70v</td>
<td>SPK-W-SM</td>
<td>$310.00</td>
<td>1</td>
<td>$310.00</td>
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<td>5220</td>
<td>Transformer, Room to 70v, External</td>
<td>XFM</td>
<td>$53.00</td>
<td>1</td>
<td>$53.00</td>
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<tr>
<td>5221</td>
<td>G2 Strobe Light / Red LED</td>
<td>STR</td>
<td>$650.00</td>
<td>1</td>
<td>$650.00</td>
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<td>5222</td>
<td>Miscellaneous</td>
<td>MISC</td>
<td>$ -</td>
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**STATION SYSTEM SERVICES**

<table>
<thead>
<tr>
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<th>Description</th>
<th>Part No.</th>
<th>Unit Cost</th>
<th>Qty</th>
<th>Ext. Cost</th>
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<tr>
<td>561</td>
<td>Station Installation Tech Electric</td>
<td>ST-INST</td>
<td>$27,430.33</td>
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<td>$27,430.33</td>
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<tr>
<td>562</td>
<td>Station Remediation (Removal and Disposal of Legacy Equipment Not Currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)</td>
<td>ST-INST</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>563</td>
<td>Station Configuration &amp; Start-Up</td>
<td>ST-SU</td>
<td>$2,430.15</td>
<td>1</td>
<td>$2,430.15</td>
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<td>564</td>
<td>Station Project Management</td>
<td>ST-PM</td>
<td>$1,466.09</td>
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<td>$1,466.09</td>
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<tr>
<td>565</td>
<td>Station Engineering / Design Services</td>
<td>ST-ES</td>
<td>$720.05</td>
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<td>$720.05</td>
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<td>566</td>
<td>Station Documentation</td>
<td>ST-DM</td>
<td>$63.32</td>
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<td>$63.32</td>
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<tr>
<td>567a</td>
<td>Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)</td>
<td>TRA-UT-O</td>
<td>$4,025.00</td>
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<td>$4,025.00</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Part No.</td>
<td>Unit Price</td>
<td>Quote Unit</td>
<td>Quote Ext.</td>
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<tr>
<td>0</td>
<td>Training - User/Technician / Remote Refresh (2 Hours)</td>
<td>TRA-UT-R</td>
<td>$600.00</td>
<td>$540.00</td>
<td>$540.00</td>
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<tr>
<td>0</td>
<td>Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / T&amp;D - only needed if required to use non-certified contractor</td>
<td>TRA-IC-O</td>
<td>$5,325.00</td>
<td>$4,782.80</td>
<td>$4,782.80</td>
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<tr>
<td>0</td>
<td>Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / T&amp;D - only needed if required to use non-certified contractor</td>
<td>TRA-IC-AZ</td>
<td>$2,725.00</td>
<td>$2,492.80</td>
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<td>0</td>
<td>Misc.</td>
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<td>$ -</td>
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**STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Part No.</th>
<th>Unit Price</th>
<th>Quote Unit</th>
<th>Quote Ext.</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1.5</td>
<td>STANDARD 1st YEAR WARRANTY &amp; SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months for total of 18 months/1.5 years of initial warranty has been offered by USDD (no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)</td>
<td>RB-1YR-STD</td>
<td>$4,374.27</td>
<td>$3,836.84</td>
<td>$3,836.84</td>
<td></td>
</tr>
<tr>
<td>0.9</td>
<td>STANDARD EACH ADDITIONAL YEAR (12-months) WARRANTY &amp; SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY Y THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD</td>
<td>RS-AYR-STD</td>
<td>$4,374.27</td>
<td>$3,836.84</td>
<td>$3,836.84</td>
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</table>

**STATION 02**

<table>
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<tr>
<th>System</th>
<th>$72,638.00</th>
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<tr>
<td>Shipping</td>
<td>$1,423.00</td>
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<tr>
<td>Warranty &amp; Support</td>
<td>$ -</td>
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<tr>
<td>Miscellaneous (if applicable)</td>
<td>$ -</td>
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<tr>
<td>STATION SUBTOTAL</td>
<td>$74,061.05</td>
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</table>

**Warranty & Support Notes:**

Customer shall elect to choose any coverage they require beyond initial warranty period, USDD will not be authorized to provide any service or support.

Mobile Smart Phone Attending Apps & Mapping Services only available to customer while under warranty or allowed annual recurring annual support. Support Agreement subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation Technician (installer). If customer intends to tie this system into any 3rd party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

**Station System Installation Notes:**

01 - Unless specifically detailed in this proposal, no installation by USDD or life subcontractors is assumed or provided.

02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.

03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.

04 - Installation warranted by installation contractor - G2 FSA8 warranted, serviced and supported by USDD.

05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.

06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.

07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.

08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.</td>
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<tr>
<td></td>
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<tr>
<td>10</td>
<td>Structural backing for system devices and other millwork (not specifically detailed) by others.</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>11</td>
<td>If applicable, Gas Control Shutoff Valve Addendum to USDD and Installation contractor must be signed prior to installation.</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>12</td>
<td>All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures, by others.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>14</td>
<td>USDD cannot warrant nor support any owner-submitted (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.</td>
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<tr>
<td>15</td>
<td>Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, manipulation, or handling by any party other than USDD shall render the limited warranty null, void and of no further effect.</td>
</tr>
</tbody>
</table>
# US DIGITAL DESIGNS

1655 E. Sixth St., Suite #27
Tempe, Arizona 85281
677-551-2738 tel  406-290-7882 fax

Date: 2/20/2018

Expires: 2/27/18

Quote Submitted To: Lodi, California
Lodi Fire Department

# STATION-LEVEL

## STATION 03

Based on USDD G2 Fire Station Alerting System Design Drawing # USDD.GA.LODI.ALL STATIONS.FSA.20180123.pdf

### STATION SYSTEM LICENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Qty</th>
<th>Description</th>
<th>Part No.</th>
<th>US List Unit</th>
<th>QUOTE Unit</th>
<th>QUOTE Ext</th>
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<tbody>
<tr>
<td>SL1</td>
<td>Ea</td>
<td>1</td>
<td>G2 VOICEALERT - Single Station License</td>
<td>VA</td>
<td>$1,030.00</td>
<td>$927.00</td>
<td>$927.00</td>
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<tr>
<td>SL2</td>
<td>Ea/Yr</td>
<td>24</td>
<td>G2 MOBILE FSA APP - Single Device License. Up to 24 Licenses Per ATX are offered at $50.00 each as long as system is currently under warranty or alcohol or drug testing annual support coverage is not active. GA-Mobile Station for more detail.</td>
<td>G2-APP-CLI</td>
<td>$108.00</td>
<td>$97.20</td>
<td>N/A - Included</td>
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### STATION SYSTEM CONTROLLER

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<th>US List Unit</th>
<th>QUOTE Unit</th>
<th>QUOTE Ext</th>
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<tbody>
<tr>
<td>SC1</td>
<td>Kit</td>
<td>1</td>
<td>G2 ATX STATION CONTROLLER - Power/Signal Control up to 6 peripheral Remote Options - 4 Unique Amps/Options available.</td>
<td>ATX</td>
<td>$21,670.00</td>
<td>$19,670.00</td>
<td>$19,670.00</td>
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<tr>
<td>SC2</td>
<td>Kit</td>
<td>0</td>
<td>G2 EXANSION KIT - Allows ability to Power/Signal Control up to 12 more peripheral Remote options per EXP.</td>
<td>EXP</td>
<td>$7,325.00</td>
<td>$6,692.50</td>
<td>$ -</td>
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<tr>
<td>SC3</td>
<td>Kit</td>
<td>0</td>
<td>Rack Mount Ears for ATX or EXP</td>
<td>ATX-E</td>
<td>$64.00</td>
<td>$48.80</td>
<td>$ -</td>
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<tr>
<td>SC4</td>
<td>Kit</td>
<td>0</td>
<td>Base Plate for ATX or EXP</td>
<td>ATX-P</td>
<td>$64.00</td>
<td>$48.80</td>
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<tr>
<td>SC6</td>
<td>Ea</td>
<td>1</td>
<td>ATX UPS, Standard</td>
<td>UPS-STD</td>
<td>$930.00</td>
<td>$830.70</td>
<td>$830.70</td>
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<td>SC6</td>
<td>Ea</td>
<td>1</td>
<td>Shelf/Backet, Wall-Mount for UPS</td>
<td>UPS-VMWB</td>
<td>$57.00</td>
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### STATION SYSTEM PERIPHERAL COMPONENTS

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<th>QUOTE Unit</th>
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<tbody>
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<td>SP1a</td>
<td>Ea/Ax</td>
<td>0</td>
<td>Audio Amplifier, External, Standard</td>
<td>AMP</td>
<td>$897.00</td>
<td>$858.30</td>
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<td>SP1b</td>
<td>Ea/Ax</td>
<td>0</td>
<td>Shelf, Under Table Wall Mount, for 1U 1/2 Rack</td>
<td>AMP-S</td>
<td>$66.00</td>
<td>$49.40</td>
<td>$ -</td>
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<tr>
<td>SP2</td>
<td>Ea/Ax</td>
<td>0</td>
<td>G2 COLOR INDICATOR REMOTE Module - Up to 3 unique colors</td>
<td>CIR</td>
<td>$725.00</td>
<td>$653.50</td>
<td>$ -</td>
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<tr>
<td>SP3a</td>
<td>Ea/Ax</td>
<td>0</td>
<td>G2 HDTV REMOTE Module (TV &amp; Electrical Outlet by Others) C.E.C. control subject to TV ability</td>
<td>TVR</td>
<td>$975.00</td>
<td>$877.50</td>
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<tr>
<td>SP3b</td>
<td>Ea/Ax</td>
<td>0</td>
<td>Flat Panel Monitor / Smart HDTV 46-43&quot; (Electrical Outlet/Provision by Others) C.E.C. control subject to TV ability</td>
<td>FP-43</td>
<td>$1,377.57</td>
<td>$1,238.01</td>
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<tr>
<td>SP3c</td>
<td>Ea/Ax</td>
<td>0</td>
<td>Flat Panel / TV Mount - Universal 23&quot;-46&quot; tilt</td>
<td>FPW-U</td>
<td>$107.86</td>
<td>$97.07</td>
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<tr>
<td>SP4</td>
<td>Ea/Ax</td>
<td>0</td>
<td>G2 IO REMOTE Module w/ 6 In &amp; 6 Out</td>
<td>IDR</td>
<td>$1,275.00</td>
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<td>SP5</td>
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<td>Push Button, Standard (Black)</td>
<td>PB-B</td>
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<td>SP6</td>
<td>Ea/Ax</td>
<td>0</td>
<td>Push Button, Emergency (Red)</td>
<td>PB-R</td>
<td>$110.00</td>
<td>$99.00</td>
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<td>SP7</td>
<td>Ea/Ax</td>
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<td>G2 MESSAGE REMOTE 2 Module (2017 Version)</td>
<td>MR2</td>
<td>$1,275.00</td>
<td>$1,147.80</td>
<td>$2,285.00</td>
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<tr>
<td>SP8a</td>
<td>Ea/Ax</td>
<td>0</td>
<td>G2 MESSAGE BGM (Digital LED) MINI GammaSign / 12&quot; Active Screen Width / Turn Out Timing ONLY</td>
<td>MS-G-M</td>
<td>$615.00</td>
<td>$523.80</td>
<td>$ -</td>
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<td>SP8b</td>
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<td>0</td>
<td>G2 MESSAGE BGM (Digital LED) STANDARD GammaSign / 24&quot; Active Screen Width</td>
<td>MS-G-S</td>
<td>$1,050.00</td>
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<td>B98</td>
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<td>93 MEGABASE 5000 (Digital LED) EXTENDED</td>
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<td>B98d</td>
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<td>MS-G Adapter Plate, SINGLE, VESA 100, plus (2) 560</td>
<td>MS-AP-S</td>
<td>$34.20</td>
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<tr>
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<td>MS-G Adapter Plate, DOUBLE, VESA 100, plus (4) 560, plus (2) 1000</td>
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<td>$44.10</td>
<td>$44.10</td>
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<td>B98f</td>
<td>Ea</td>
<td>0</td>
<td>MS-G Hanging Kit. Hangs single or double (back-to-back) to any standard mount with VESA 100 hole patterns</td>
<td>MS-HK</td>
<td>$65.70</td>
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<tr>
<td>B91</td>
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<td>0</td>
<td>35 Mount - Articulating, Long reach</td>
<td>MS-MNT-ART-L</td>
<td>$744.90</td>
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<tr>
<td>B912a</td>
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<td>0</td>
<td>93 ROOM REMOTE 2 Module / 2017 version 2</td>
<td>RR2</td>
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<td>B912c</td>
<td>Ea</td>
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<td>RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity</td>
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<td>RR2 Surface Mount Box, for SURFACE MOUNT</td>
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<td>93 SPEAKER - LED Illuminated - FLUSH Mount, 70v</td>
<td>SPK-LED-FM</td>
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<td>B917a</td>
<td>Ea</td>
<td>2</td>
<td>93 SPEAKER - OmnirAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal intelligibility in large open indoor areas and with High-intensity LED Strobe Light Array includes Cable Hanging Kit (typically requires MR2 for power/signal/control)</td>
<td>SPK-OAS</td>
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<td>SPK-OAS/Omni/Strb Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (109-14&quot;) Beam</td>
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<td>SPK-OAS/Omni/Strb Mounting Bracket/DROP CEILING BRACKET- for mounting directly to T-BAR in Suspended Ceiling</td>
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<td>SPK-OAS/Omni/Strb Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling</td>
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<td>Req</td>
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<td>93 SPEAKER - STANDARD, FLUSH Mount, 70v</td>
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<td>B921a</td>
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<td>93 Strobe Light / Red LED</td>
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<tr>
<td>507b</td>
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<td>USDC</td>
<td>Station Training - User/Technical / Remote Refresh (2 Hours)</td>
<td>TRA-UT-R</td>
<td>$600.00</td>
<td>$640.00</td>
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<td>Es</td>
<td>USDC</td>
<td>Training - Installation Contractor - On-Site / USDC G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)</td>
<td>TRA-IC-O</td>
<td>$5,325.00</td>
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**STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT**

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<th>Quote Unit</th>
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<tr>
<td>SW1</td>
<td>YR</td>
<td>1.6</td>
<td>[STANDARD] 1st YEAR WARRANTY &amp; SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: Additional 6 months (for total of 18 months) of initial warranty has been offered by USDC for any additional year. Support is only valid if customer agrees to support start/stop dates</td>
<td>RS-1YR-STD</td>
<td>$3,693.07</td>
<td>$3,314.76</td>
</tr>
<tr>
<td>SW2</td>
<td>YR</td>
<td>0.0</td>
<td>[STANDARD] EACH ADDITIONAL YEAR (13-Months) WARRANTY &amp; SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY 'W' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD</td>
<td>RS-AYR-STD</td>
<td>$3,693.07</td>
<td>$3,314.76</td>
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### STATION 03

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<td>System</td>
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<td>Shipping</td>
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<td>$928.03</td>
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<td>Warranty &amp; Support</td>
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<td>Miscellaneous (if applicable)</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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<td>$62,388.81</td>
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</tbody>
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**Warranty & Support Notes:**

Customer shall elect to choose any coverage they require beyond initial warranty period. USDC will not be authorized to provide any service or support. Mobile Sentinel Proceeding App and Mapping Services are only available to customer while under warranty or until customer agrees to support start/stop dates. Support Agreements subject to change if system design is modified. For additional details, please review current USDC Warranty Statement and Service Agreement. USDC cannot warrant or support any system configuration (not devices) from the specific proposal's documented system design file number. USDC cannot warrant or support any system not using USDC-approved UPS Battery Backup. USDC cannot warrant or support any system not installed by USDC Certified Installation Technicians. If customer intends to integrate system into any 3rd-party system or devices, USDC will be unable to warranty or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability assumptions.

**Station System Installation Notes:**

1. Unless specifically detailed in this proposal, no installation by USDC or its subcontractors is assumed or provided.
2. Because these are mission-critical systems, USDC can only warrant and support systems installed by USDC Certified Installation Technicians.
3. USDC can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
4. Installation warranted by installation contractor - USDC will warrant, service and support by USDC.
5. Unless specifically detailed in this proposal, installation to be performed during normal working hours.
6. Unless specifically detailed in this proposal, no permit fees or material charges have been included.
7. Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
8. Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
9 - USDD FSSS Equipment to be made available by owner to installation contractor prior to on-site arrival.

10 - Structural backing for system devices and other millwork (not specifically detailed) by others.

11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.

12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.

13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not provided engineering for and has not specifically authorized for use within public safety environments.

15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD infield has limited warranty null, void and of no further effect.
# STATION 04

Based on USDD G2 Fire Station Alerting System Design Drawing #USDD.CA.LODI.001.STATIONS.FSA.2019.01.23.pdf

## Station System Licenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Qty</th>
<th>Description</th>
<th>Part No.</th>
<th>US List Unit</th>
<th>QUOTE UNIT</th>
<th>QUOTE EXT</th>
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<tbody>
<tr>
<td>BL1</td>
<td>Ea</td>
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<td>G2 VOICEALERT - Single Station License</td>
<td>VA</td>
<td>$1,030.00</td>
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<tr>
<td>BL2</td>
<td>Ea/Yr</td>
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<td>G2 MOBILE FSA APP - Single Device License Up to 24 Licenses - Per ATP are offered at $99.00 each as long as system is currently under warranty or elected recurring annual support coverage for more detail</td>
<td>G2-APP-DLI</td>
<td>$108.00</td>
<td>$97.20</td>
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## Station System Controller

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<tr>
<td>BC1</td>
<td>Kit</td>
<td>1</td>
<td>G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options: 4 Unique Amps/ Zones available</td>
<td>ATX</td>
<td>$21,750.00</td>
<td>$19,875.00</td>
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<tr>
<td>BC2</td>
<td>Kit</td>
<td>0</td>
<td>G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP</td>
<td>EXP</td>
<td>$7,200.00</td>
<td>$6,492.00</td>
<td>$6,492.00</td>
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<tr>
<td>BC3</td>
<td>Kit</td>
<td>0</td>
<td>Rack Mount Eis/A for ATX or EXP</td>
<td>ATK-E</td>
<td>$64.00</td>
<td>$48.60</td>
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<td>BC4</td>
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<td>Base Plate for ATX or EXP</td>
<td>ATK-P</td>
<td>$54.00</td>
<td>$48.60</td>
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<td>ATX UPS, Standard</td>
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<td>BC8</td>
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<td>Shelf/Bracket, Wall-Mount for UPS</td>
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## Station System Peripheral Components

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<td>0</td>
<td>Audio Amplifier, External, Standard</td>
<td>AMP</td>
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<tr>
<td>SP1b</td>
<td>Es</td>
<td>0</td>
<td>Shelf, Under Table or Wall Mount, for 1U 1/2 Rack</td>
<td>AMP-S</td>
<td>$65.00</td>
<td>$59.40</td>
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<tr>
<td>SP2</td>
<td>Es</td>
<td>0</td>
<td>G2 COLOR INDICATOR REMOTE Module - Up to 5 unique colors</td>
<td>CIR</td>
<td>$725.00</td>
<td>$682.50</td>
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<tr>
<td>SP5a</td>
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<td>TV/DVD REMOTE Module (TV &amp; Electrical Outlet by Others; C.E.C. control subject to TV ability)</td>
<td>TVR</td>
<td>$675.00</td>
<td>$877.50</td>
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<tr>
<td>SP5b</td>
<td>Es</td>
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<td>Flat Panel Monitor / Smart HDTV 40-43&quot; (Electrical Outlet Provision By Others; C.E.C. control subject to TV ability)</td>
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<td>Flat Panel TV Mount - Universal 23&quot;-46&quot; Tilt</td>
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<td>G2 MESSAGE REMOTE 3 Module (2017 Version 2)</td>
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<td>G2 MESSAGE SIGN (Digital LED) MINI GemmaSign / 12&quot; Active Screen Width / Turn Out Timing ONLY</td>
<td>MS-G-M</td>
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PROPRIETARY and CONFIDENTIAL
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<td>U000</td>
<td>0</td>
<td>MS-G Adapter Plate, SINGLE, VESA 100, $49 (9046-3) MS-G 1x1x6 (1), in any standard mount with VESA 100 hole pattern (mount not included)</td>
<td>MS-AP-S</td>
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<td>U000</td>
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<td>MS-G Adapter Plate, DOUBLE, VESA 100, $49 (9046-3) MS-G 1x1x12 (2), in any standard mount with VESA 100 hole pattern (mount not included)</td>
<td>MS-AP-D</td>
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<tr>
<td>SP6f</td>
<td>Ea</td>
<td>U000</td>
<td>0</td>
<td>MS-G Hanger Kit, single, double (back-to-back)</td>
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<td>MS Mount - Articulating, Long reach</td>
<td>MS-MNT-ART-L</td>
<td>$ 287.00</td>
<td>$ 266.30</td>
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<td>SP12a</td>
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<td>U000</td>
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<td>02 ROOM REMOTE 2 Module / 2017 version 2</td>
<td>RR2</td>
<td>$ 2,025.00</td>
<td>$ 1,822.50</td>
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<td>RR2 Adapter Plate, for Retrofit In RR1 Wall Cavity</td>
<td>RR2-AP</td>
<td>$ 46.00</td>
<td>$ 41.40</td>
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<td>SP12d</td>
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<td>U000</td>
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<td>RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) Installation, Three (3) 3/4&quot; conduit knock-outs</td>
<td>RR2-SMB</td>
<td>$ 172.00</td>
<td>$ 157.80</td>
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<td>SP15</td>
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<td>02 SPEAKER - LED Illuminated - FLUSH Mount, 70v</td>
<td>SPK-LED-FM</td>
<td>$ 225.00</td>
<td>$ 209.25</td>
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<td>SP16</td>
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<td>02 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v</td>
<td>SPK-LED-SM</td>
<td>$ 326.00</td>
<td>$ 292.60</td>
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<td>SP17a</td>
<td>Ea</td>
<td>U000</td>
<td>2</td>
<td>02 SPEAKER - OmnilAlertStroke - OmniDirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open outdoor areas and with High-Intensity LED strobe Light ArrayIncludes Cable Hanging Kit (typically requires MR2 for power/signage/controller)</td>
<td>SPK-OAS</td>
<td>$ 615.00</td>
<td>$ 733.00</td>
<td>$ 1,487.00</td>
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<tr>
<td>SP17b</td>
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<td>U000</td>
<td>0</td>
<td>SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP - for mounting directly onto an exposed (USR-14) T-Beam</td>
<td>SPK-OAS-BFC</td>
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<td>U000</td>
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<td>SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET - for mounting directly to T-Be...</td>
<td>SPK-OAS-DGS</td>
<td>$ 42.00</td>
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<td>SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling</td>
<td>SPK-OAS-SMB</td>
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<td>SP18a</td>
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<td>SPEAKER - STANDARD, FLUSH Mount, 70v</td>
<td>SPK-STD-FM</td>
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<td>SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v</td>
<td>SPK-STD-SM</td>
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<td>SPEAKER - APP BAVIO/OUTDOOR - Weatherized, Surface Mount, 70v</td>
<td>SPK-W-SM</td>
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<td>SP21</td>
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<td>02 Strobe Light / Red LED</td>
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<td>$ 550.00</td>
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**STATION SYSTEM SERVICES**

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<th>Item</th>
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<th>Qty</th>
<th>Description</th>
<th>Part No.</th>
<th>Unit Price</th>
<th>Total Unit</th>
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<td>Station Installation Tech Electric</td>
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<td>SB2</td>
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<td>Station Remediation (Removal and Delivery of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)</td>
<td>ST-INST</td>
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<td>SB3</td>
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<td>Station Configuration &amp; Start-Up</td>
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<td>Station Documentation</td>
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<td>SB7a</td>
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<td>Station Training - Configuration and Equipment, On-Site &amp; Station, 4 Hours, 1 Visit, (for Technical Services Staff)</td>
<td>TRA-UT-O</td>
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<td>Station Training - User/Technician/Remote Refresh (2 hours)</td>
<td>TRA-UT-R</td>
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<td>Training - Installation Contractor - On-Site/USDD G2 Certification (8 hours)</td>
<td>TRA-GO</td>
<td>$5,325.00</td>
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<td>Training - Installation Contractor - Arizona Training Center (2 hours)</td>
<td>TRA-AC-AZ</td>
<td>$2,725.00</td>
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### STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

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<th>Part No.</th>
<th>Unit Price</th>
<th>Quote Unit</th>
<th>Quote Ext</th>
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<tr>
<td></td>
<td>STANDARD 1st YEAR WARRANTY &amp; SUPPORT FOR THIS STATION SYSTEM (or component)</td>
<td>RS-1YR-STD</td>
<td>$3,346.29</td>
<td>$3,011.08</td>
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<tr>
<td></td>
<td>SIEMENS, but No Charge For Initial Warranty Period / Not Included in Subtotals</td>
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<td></td>
<td>STANDARD EACH ADDITIONAL YEAR (12- month) WARRANTY &amp; SUPPORT FOR THIS STATION SYSTEM (or component)</td>
<td>RS-A/YR-STD</td>
<td>$3,346.29</td>
<td>$3,011.08</td>
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<tr>
<td></td>
<td>IF G2 or G3 THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD</td>
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### STATION 04

<table>
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<th>System:</th>
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<td>Shipping:</td>
<td>$857.00</td>
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<tr>
<td>Warranty &amp; Support:</td>
<td>$-</td>
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<tr>
<td>Miscellaneous (if applicable):</td>
<td>$-</td>
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<tr>
<td><strong>STATION SUBTOTAL:</strong></td>
<td>$69,842.43</td>
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This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchases from USDD.

**Warranty & Support Notes:**

Customer must elect to choose any coverage they require beyond initial warranty period. USDD will not be authorized to provide any service or support Mobile Smart Phone Access Apps and Mapping Services only available to customer while under warranty or elected securing annual support. Support Agreements subject to change if system designs are modified. For additional details, please review current USDD Warranty Statement and Support Agreement. USDD cannot warrant nor support any system configuration that deviates from specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS, Battery Backup, USDD cannot warrant nor support any systems installed by G2 Technical Support. If customer intends to lift this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until it has had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

**Station System Installation Notes:**

- Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- Unless specifically detailed in this proposal, removal or remediation has been assumed or included.
- Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>8</td>
<td>USD Polyethylene (PE) pipe to be made available by owner to installation contractor prior to on-site arrival.</td>
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<tr>
<td>9</td>
<td>Structural backing for system devices and other overhead (not specifically detailed) by others.</td>
</tr>
<tr>
<td>10</td>
<td>If applicable, CE-1 and CE-2 Valve Addendum to USD Polyethylene (PE) pipe installation contract must be signed prior to installation.</td>
</tr>
<tr>
<td>11</td>
<td>All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.</td>
</tr>
<tr>
<td>12</td>
<td>All communications pathway infrastructure (cable, fiber, etc.) by others unless specifically detailed in this proposal.</td>
</tr>
<tr>
<td>13</td>
<td>USD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USD cannot warrant nor support any system or component it has not provided engineering for and not specifically authorized for use within public safety environments.</td>
</tr>
<tr>
<td>14</td>
<td>Any misuse, unauthorized modifications, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USD shall render this limited warranty null, void and of no further effect.</td>
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SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $US]

<table>
<thead>
<tr>
<th>DISPATCH-LEVEL SUBTOTAL</th>
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<td>PRIMARY DISPATCH G2 E911 SYSTEM</td>
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<tr>
<td>PRIMARY DISPATCH MAPPING SERVICE</td>
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<tr>
<td>PRIMARY DISPATCH WARRANTY &amp; SUPPORT</td>
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</table>

Notes: One (1) Dispatch Center System currently proposed/included. No backup/disaster recovery dispatch systems have been requested or assumed/included in this proposal.

<table>
<thead>
<tr>
<th>STATION-LEVEL SUBTOTAL</th>
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<td>STATION 01 SYSTEM:</td>
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<td>STATION 01 WARRANTY &amp; SUPPORT:</td>
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<td>STATION 01 MISC.:</td>
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Includes:

| STATION 02 SYSTEM:     | $74,081.05  |
| STATION 02 WARRANTY & SUPPORT: | $ | |
| STATION 02 MISC.:      | $           |

Includes:

| STATION 03 SYSTEM:     | $52,384.51  |
| STATION 03 WARRANTY & SUPPORT: | $ | |
| STATION 03 MISC.:      | $           |

Includes:

| STATION 04 SYSTEM:     | $59,844.43  |
| STATION 04 WARRANTY & SUPPORT: | $ | |
| STATION 04 MISC.:      | $           |

Notes: Four (4) Station Systems currently included in this proposal, with installation being done by Tech Electric.

US Digital Designs System Total | $301,529.29 |

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.
(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobility Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement.
STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. REMITTANCES All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USD".

2. PROPOSALS This proposal expires 30 days after its date. Prices are subject to correction for error.

3. PROGRESS PAYMENTS USD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USD for any and all reasonable attorneys’ fees and costs which are incurred by USD in the collection of amounts due and payable hereunder.

4. CANCELLATION AND SUSPENSION Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USD related to the contract.

5. TAXES All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USD for any such payments made by USD.

6. LOSS, DAMAGE OR DELAY USD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USD’s control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workers, fires, floods, accidents, or transportation delays.

7. WARRANTY: USD warrants and guarantees its products for 12 months from the day of shipment to Customer (the “Warranty Period”), subject to the terms and limitations set forth herein. The Customer’s rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any person other than USD shall render this warranty null, void and of no further effect. USD cannot warrant nor support any system or component it has not procured engineering for and has not specifically authorized for use within public safety environments.

7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer’s property and the replaced item becomes the property of USD. Customer shall be responsible for and bear all risks and costs of shipping any products to USD for repair. USD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 CLAIMS. Prior to making a Warranty claim, Customer is encouraged to review USD’s online help resources. If Customer believes a valid warranty claim exists, Customer must contact USD’s technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USD’s technical support contact information can be found on USD’s web site at http://stationalerting.com/home/about-usd/contact-usd. Customer must use its best efforts to assist in diagnosing defects, follow USD’s technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USD of any further obligation hereunder.

7.3 EXCLUSIONS AND LIMITATIONS. USD does not warrant the operation of its products or any related peripherals will be uninterrupted or error-free. USD is not responsible for damage arising from Customer’s failure to follow instructions relating to the product’s use. This Warranty does not apply to any hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to any interface or communications equipment. Repair or replacement of such component shall be subject exclusively to the manufacturer’s warranty. If any, Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USD or an USD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USD; or (h) if any serial number has been removed or defaced.
TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSSES OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademark, or other proprietary right notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.

9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's on-site erasing system pursuant to the terms of this Agreement.

9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:

9.2.1 "Intellectual Property" means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;

9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;

9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and

9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.

10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.

11. ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

12. SHIPPING/Delivery: Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.

13. CREDIT CARDS: All USDD quotes are developed for the customer with the understanding the eventual purchase will be facilitated using standard Purchase Order and invoice process. If customer would rather use a Credit Card for purchase than said order would be subject to a 4% credit card processing charge.

14. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by Q2 Prime Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

15. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.
Bill-To: LODI FIRE DEPT, CITY OF
210 W ELM
LODI, CA 95240
United States

Ultimate Destination: LODI FIRE DEPT, CITY OF
210 W ELM
LODI, CA 95240
United States

Attention: CHIEF RON PENIX
Email: CLEklund@deltawireless.com
Phone: 925.453.1837

Sales Contact: Cheri Lynn Eklund
Email: CLEklund@deltawireless.com
Phone: 925.453.1837

Request For Quote: LODI FIRE DEPT
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

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<th>Quantity</th>
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Estimated Tax Amount $2,456.87

Total Quote in USD $32,237.09

Programming & Installation Not Included.

***PLEASE MAKE PURCHASE ORDER PAYABLE TO MOTOROLA***

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
4 Prices quoted are valid for thirty (30) days from the date of this quote.
5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
SALES QUOTE

Project Number: 133000092

Delta Wireless Inc
1700 W. Fremont St.
Stockton, CA 95203
Phone: 209-948-9611 Fax: 209-948-0103
Contract Lic: 748224 Tax ID: 680371097

Bill To
City of Lodi - Financial Ser
Attn: Accounts Payable
P O Box 3006
City of Lodi, CA 95240
Ron Penix
209-333-5565
rpenix@lodi.gov

<table>
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<tr>
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<td>$38,228.86</td>
<td>$38,228.86</td>
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</table>

Budgetary Estimate for Scope of Work described below.

| Charges: | $0.00 |
| Subtotal: | $0.00 |
| Tax: | $3,153.88 |
| Labor: | $38,228.86 |
| TOTAL: | $41,382.74 |

Dates
Quote issued 04/11/2019
Customer P.O.

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for 90 days after receipt

Sales/Offered By: Cheri Lynn Eklund
Title: Senior Account Manager
Phone Number: 209-948-9611
Engineered By (initials): GG
TERMS and Conditions

<table>
<thead>
<tr>
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<tr>
<td>Name: City of Lodi - Financial Ser</td>
<td>Quote Issued: 04/11/2019</td>
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<tr>
<td>Contact: Ron Penix</td>
<td>Customer P.O.</td>
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<tr>
<td>Project: 133000092</td>
<td>Phone: 209-333-5585</td>
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TERMS AND CONDITIONS (Initial And Accept or Deny in the places provided)

1) Installation contract: This quote is based upon detailed information provided to Delta Wireless, Inc. by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless, Inc. and the customer. Initial

2) Add, moves and changes to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote. Initial

3) Remodelization charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place scheduled with the customer, or is not in the condition or configuration described by the customer. Initial

4) Used equipment will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of the equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment. Initial

5) Work Delay: Installation will begin only after all equipment is to be installed is physically on hand and ready for installation. A delay in the work schedule may occur if the customer requests "add, moves or changes" to this quotation or if a previously unknown or undisclosed condition is discovered during installation that alters the work required. If a "change order" results, a minimum of one hour may be charged and/or travel time assessed for the reinstallation of labor on the project. Initial

6) Redelivering and Re-freighting: A 25% re-delivery fee will be added the change order for any product returned by Delta on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required, will be added to the change order. Initial

7) Payment for equipment due upon receipt of equipment. Initial

8) Labor payment due upon completion of contract. Initial

9) Labor warranty: 36 days. Does not cover labor required to troubleshoot and repair defective equipment. Initial

10) Video system extended labor warranty: Delta offers an extended labor warranty to bridge the gap between the video equipment manufacturer's parts warranty and the best of three, analyzing, batching, shipping, interfacing with the manufacturer, re-installing and testing the repaired video equipment. Each system is specific and unique requiring a quote. Please contact Delta Wireless at the number above. Accept Initial

11) Equipment warranty: Manufacturer's warranty applies. All labor for troubleshooting, reprogramming, and reinstall equipment will not be included in the warranty. Freight charges to the manufacturer will not be included. Initial

12) Non-Solicitation: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension thereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees; (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on, solicit, induce, recruit, encourage or take away employees; (d) attempt to solicit, induce, recruit, encourage or take away employees for Delta Wireless for the customer or any other person or entity. Initial

13) Integration: Delta has provided a diligent effort to identify the compatibility, reliability and compatibility of the integration required within this system design of this surveillance video system. Manufacturers differ on their understanding, interpretation and documentation level of their equipment and software. Therefore, Delta is not liable for the written and verbal information provided to Delta and presented to our clients through manufacturers, vendors and suppliers while integrating existing or future equipment and/or systems. Change orders may occur when these factors result in additional labor hours, or if additional equipment or software is required to provide the level of integration desired or to remedy a situation caused by the integrated product. Initial

14) Server warranty: Any attempt to alter software configuration or settings after server installation by other than Delta Wireless may void the server warranty and result in additional billing to restore proper system operation. An extended warranty through a Service Level Agreement (SLA) is available call Delta Wireless for a quote. Accept Initial

15) Environmental limitations of video: Variations in video quality due to changes in sun position, weather, lighting or building cleanliness are a function of equipment limitations and are not a responsibility of Delta Wireless. Manufacture's warranty provides for component repair at a Depot only and does not cover troubleshooting labor, shipping costs or restoration labor charges. No maintenance, warranty labor or shipping cost is provided by this installation agreement unless the customer purchases an extended labor warranty from Delta Wireless. Initial

16) Interference: Interference to licensed or unlicensed frequencies are not the responsibility of Delta Wireless. Initial

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY: Date:
SCOPE OF WORK:

BUDGETARY QUOTE ONLY. Quote is based upon installation of (4) antennas at each of Lodl Fire's existing Fire stations, and (2) head end radio installs. Quote assumes existing combining/multicoupler/Duplexer and existing antenna mounting space and site conditions. Site walks are required for best and final quotes as antenna height, location, frequencies, and structures can affect the quoted engineered solution and final cost. BUDGETARY QUOTE ONLY.

**Quote Refreshed 5/21/19**
Bill-To:
LODI FIRE DEPT, CITY OF
210 W ELM
LODI, CA 95240
United States

Attention:
Name: Ron Penix
Email: CLEklund@deltawireless.com
Phone: 925.453.1837

Sales Contact:
Name: Cheryl Lynn Eklund
Email: CLEklund@deltawireless.com
Phone: 2099469611

Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

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Estimated Tax Amount
$6,602.82

Total Quote in USD $86,636.97

PROGRAMMING NOT INCLUDED

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
4 Prices quoted are valid for thirty (30) days from the date of this quote.
5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.
MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
Quotation

CUSTOMER: Lodi City Fire Department
SHIP TO: Lodi City Fire Department
PO Box 3006
P.O. Box 3006
Lodi, CA 95241
Lodi, CA 95241

QUOTATION NO. 117371
ISSUED DATE 04/11/2019
EXPIRATION DATE 06/10/2019

SALESPERSON Chris Parano
CUSTOMER SERVICE REP Chris Parano
csparano@lncurtis.com
csparano@lncurtis.com
559-301-5158
559-301-5158

REQUISITION NO. RON PENIX
REQUESTING PARTY C33490
CUSTOMER NO. Net 30
TERMS FR
OFFER CLASS

F.O.B. SP
SHIP VIA Best Way
REQ. DELIVERY DATE

NOTES & DISCLAIMERS
THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

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DUNS NUMBER: 009224183
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 06/10/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal $2,640.00
Tax Total $217.80
Transportation* $0.00
*(to be added when order shipped)
Total $2,857.80
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO WAIVE BID PROCESS AND
APPROVE PURCHASE OF RADIOS, PORTABLE IN-CAR
COMPUTERS, AND FIRE STATION ALERTING SYSTEMS; AND
FURTHER APPROPRIATING FISCAL YEAR 2018/19 FUNDS

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

WHEREAS, it is important that frontline public safety staff be outfitted with reliable communication equipment to effectively relay calls for service, location, status of calls, and the status of officer/firefighter safety; and

WHEREAS, the Police and Fire Department are facing aging technology with their radios, in-car computers, and fire station alerting system; and

WHEREAS, the departments need upgrades to their radios, portable in-car computers, and fire station alerting system equipment; and

WHEREAS, the Police Department will disseminate the cost of the radios and computers over three fiscal years to spread out the fiscal burden; and

WHEREAS, in accordance with Lodi Municipal Code Section 13.20.070, the bidding process may be waived when the City Council determines that the purchase or method of purchase would be in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of new radios, portable in-car computers, and fire station alerting system equipment; and

BE IT FURTHER RESOLVED that funds in the amount of $648,860.05 be appropriated for the purchase as follows:

   Equipment Replacement Fund $648,860.05 (40199000.77030 – Expense 2018/19 Fiscal Year)

BE IT FURTHER RESOLVED that funds not expended in the outlined fiscal year will roll over to the next budget year if purchase and installation of equipment is not completed by the end of the outlined fiscal year.

Date: June 5, 2019

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

I hereby certify that Resolution No. 2019-____ was passed and adopted by the Lodi City Council in a regular meeting held June 5, 2019, by the following vote:

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

JENNIFER M. FERRAI OLO
City Clerk

2019-____
AGENDA TITLE: Adopt Resolution Authorizing City Manager to Purchase Commvault HyperScale Appliance from SHI Inc., of Somerset, N.J. to Upgrade the City’s Data Backup Services ($222,505.74)

MEETING DATE: June 5, 2019

PREPARED BY: Information Technology Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to purchase Commvault HyperScale Appliance from SHI Inc., of Somerset, N.J. to upgrade the City’s data backup in the amount of $222,505.74.

BACKGROUND INFORMATION: The City is reliant on a functioning network of backup systems to prevent the loss of City data during disaster recovery. The backup system is designed to recover from “catastrophic loss,” meaning complete destruction of an application server or data storage device due to cyber-attack or system failure. It also protects against loss of data due to hardware failures within the City’s data center. Data backups can also protect against the loss of data due to human error.

The current data backup system is end of life and is longer supported by the manufacture. Staff are unable to get technical support or updates for the software. The system also has limited functionality for cloud backups for offsite storage.

Staff evaluated three solutions on the market that are compatible with the City’s Dell storage area network (SAN) and Dell FS8600 file server appliance. These solutions were judged against the following criteria:

- On-premise Disk-to-Disk with cloud connectivity for offsite storage
- Ability to support Microsoft Hyper-V virtual environment for snapshot backups
- Ability to perform on-the-fly granular restore
- Single administration interface system management
- Cloud disaster recovery integration and be cloud vendor agnostic
- Ability to recreate servers in the cloud environment in the event of on-premise hardware failure

Staff suggests purchasing Commvault HyperScale Appliance from SHI Inc. This system met requirements and functionality needed in a backup solution. Although slightly more expensive than the other choices, Commvault was the only solution staff could find that offered a simplified interface for administration, lessening the need for in depth training on a proprietary system. CommVault would be procured through Omnia Partners – IT solutions contract #: 2018011-02. Omnia Partners is a purchasing organization for state and local government supplying competitively solicited government procurement contracts.

APPROVED: ____________________________

Stephen Schwabauer, City Manager
FISCAL IMPACT: A functioning data backup system is critical to City operations. A data backup system prevents the loss of critical data used to collect income, pay debtors and operate payroll. Without a properly operating backup system, the City would not be able to recover from a cyber attack, hardware failure, human error or natural disaster.

FUNDING AVAILABLE: Fiscal Year 2019/20 10040200.772450 (Pending Council approval of FY 2019/20 Budget.

Andrew Keys
Deputy City Manager/Internal Services Director

Benjamin Buecher Information Technology Manager

Attachments
cc
City of Lodi  

Matthew Casson  
221 W Pine St  
Lodi, CA 95240  
United States  
Phone: (209) 333-6700  
Fax:  
Email: mcasson@lodi.gov  

Inside Account Executive  

Michael Klotz  
300 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-7670  
Fax: 732-652-3099  
Email: Michael_Klotz@shi.com  

All Prices are in US Dollar (USD)  

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commvault HyperScale Appliance - 96 TB Raw Capacity - Per Unit, Monthly Rate, Subscription - 3 Year, Upfront Payment</td>
<td>1</td>
<td>$197,368.29</td>
<td>$197,368.29</td>
</tr>
</tbody>
</table>
| CommVault Systems - Part#: CN-CV-1396-31  
Contract Name: Omnia Partners - IT Solutions  
Contract #: 2018011-02 |                                                |          |          |
| CommVault Professional Service Project Management Services - Technical support - consulting - 1 hour | 4   | $204.55      | $818.20  |
| CommVault Systems - Part#: IC-CONSPM  
Contract Name: Omnia Partners - IT Solutions  
Contract #: 2018011-02 |                                                |          |          |
| Commvault QuickStart Base Remote is a packaged Time and Materials REMOTE implementation and configuration service to be delivered over 5 contiguous days. | 1   | $7,272.73    | $7,272.73 |
| CommVault Systems - Part#: IC-CONS-QS-R  
Contract Name: Omnia Partners - IT Solutions  
Contract #: 2018011-02 |                                                |          |          |
| Commvault HyperScale Appliance Rack and Stack Service (Add-on) | 1   | $763.64      | $763.64  |
| CommVault Systems - Part#: CN-STD-RS  
Contract Name: Omnia Partners - IT Solutions  
Contract #: 2018011-02 |                                                |          |          |

| Subtotal | $206,222.86  
Shipping | $0.00  
*Tax | $16,282.88 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$222,505.74</td>
</tr>
</tbody>
</table>

*Tax is estimated. Invoice will include the full and final tax due.  

Additional Comments  

PLEASE NOTE: CREDIT CARD PURCHASES WILL INCUR AN ADDITIONAL 2.5% FEE  

Please Note: Commvault has a zero returns policy.
The following applies to all items sourced through Arrow Electronics:

a. By issuing a purchase order or acknowledging this order, and when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the Arrow distributed products purchased, received and/or sold by the Customer.

b. By issuing a purchase order or acknowledging this order, and when applicable, Customer understands that the commodities, software and or technology ("Items") it purchases or receives from Arrow Electronics Inc. and its subsidiaries (hereinafter, "Arrow") may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.
CURRENT DATA PROTECTION STATE & CHALLENGES

- No target based deduplication
- No cloud enablement
- Not protecting Filer

PROPOSED STATE & FEATURES

Networker Enterprise Backup Software (Supports Backups of FS8600 Fluid OS Filer)
DD6800, 94TBu

Cloud Tier for Long Term Retention: Supports AWS, Azure, Virtustream, and Elastic Cloud Storage. Secondary operational copy in the cloud (no failover)

Cloud Disaster Recovery: Supports AWS only today. If physical on prem systems go down, City of Lodi can failover and run a VM of the environment within AWS.

COST TO ACQUIRE

DD6800, 94TB Usable
Networker Enterprise Backup Software
Data Domain Training
Networker Training
Professional Services
3 years prepaid support

$218,500

Total Proposed Usable (TB) 94
Deduplication Rate 30
Projected Logical Capacity Protected (TB) 2,820.00
Support Contract (Months) 36
Total Solution Price $218,500

Logical Capacity Cost per GB (3 Years) $0.07748
Logical Capacity Cost per GB per Month $0.00215

Protect up 2.8 PB of data with this system!
(projected logical capacity after 94TB used)
### Pricing Proposal

**Quotation #:** 16040887  
**Created On:** 10/2/2018  
**Valid Until:** 10/19/2018

---

**City of Lodi**

**Matthew Casson**  
221 W Pine St  
Lodi, CA 95241  
United States  
Phone: (209) 333-5538  
Fax:  
Email: mcasson@lodi.gov

---

**Inside Account Executive**

**Michael Klotz**  
300 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-7670  
Fax: 732-652-3099  
Email: Michael.Klotz@shi.com

---

All Prices are in US Dollar (USD)

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 NETVAULT B/U ENT CAP TB 21-50TB 3YR 24X7 Quest Software - Part#: SBD-BAK-PB-247-3YR</td>
<td>35</td>
<td>$2,209.70</td>
<td>$77,339.50</td>
</tr>
<tr>
<td>2 QORESTOR PER TIB OF CAP LIC PREM 3YR MNT Quest Software - Part#: QST-OCA-PB-PRE-3YR</td>
<td>50</td>
<td>$870.19</td>
<td>$43,509.50</td>
</tr>
<tr>
<td>3 QORESTOR PER TIB OF CAP LIC PREM 3YR MNT Quest Software - Part#: QST-OCA-PB-PRE-3YR</td>
<td>50</td>
<td>$870.19</td>
<td>$43,509.50</td>
</tr>
<tr>
<td>4 QORESTOR PREPAID REM QUICKSTART ESS Quest Software - Part#: QPE-OCA-PP</td>
<td>1</td>
<td>$1,921.01</td>
<td>$1,921.01</td>
</tr>
<tr>
<td>5 Dell PowerEdge R740XD Dell - Part#: NPN-PE-R740XD</td>
<td>1</td>
<td>$27,063.91</td>
<td>$27,063.91</td>
</tr>
</tbody>
</table>

**Subtotal:** $193,343.42  
**Shipping:** $0.00  
**Tax:** $14,984.12  
**Total:** $208,327.54

*Tax is estimated. Invoice will include the full and final tax due.*

---

### Additional Comments

**PLEASE NOTE:** CREDIT CARD PURCHASES WILL INCUR AN ADDITIONAL 2.5% FEE

Quest has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0
RESOLUTION NO. 2019-______

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PURCHASE COMMVAULT HYPERSCALE APPLIANCE FROM SHI, INC., OF SOMERSET, NEW JERSEY, TO UPGRADE CITY’S DATA BACKUP SERVICES, UTILIZING OMNIA PARTNERS – IT SOLUTIONS CONTRACT NO. 2018011-02

WHEREAS, the City is reliant on a functioning backup service to prevent the loss of City data during disaster recovery; and

WHEREAS, the current backup system is end of life and is no longer supported by the manufacturer; and

WHEREAS, three backup solutions compatible with the City’s data center equipment and storage area network were reviewed by Information Technology staff:

<table>
<thead>
<tr>
<th>Disaster Recovery Backup Solution</th>
<th>Total System Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commvault HyperScale Appliance</td>
<td>$222,505.74</td>
</tr>
<tr>
<td>Dell EMC</td>
<td>$218,800.00</td>
</tr>
<tr>
<td>Netvault</td>
<td>$208,327.54</td>
</tr>
</tbody>
</table>

WHEREAS, staff recommends that the City Council approve the purchase of the Commvault HyperScale Appliance because the system meets the City’s technical requirements and is the only option offering a simplified interface for administration; and

WHEREAS, the Commvault HyperScale Appliance would be procured through Omnia Partners – IT Solutions Contract No. 2018011-02. Omnia Partners is a purchasing organization for State and local government supplying competitively-solicited government procurement contracts; and

WHEREAS, in accordance with Lodi Municipal Code Section 13.20.070, the bidding process may be waived when the City Council determines that the purchase or method of purchase would be in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to purchase the Commvault HyperScale Appliance from SHI, Inc., of Somerset, New Jersey, in the amount of $222,505.74, utilizing Omnia Partners – IT Solutions Contract No. 2018011-02.

Date: June 5, 2019

I hereby certify that Resolution No. 2019-____ was passed and adopted by the Lodi City Council in a regular meeting held June 5, 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 Contract for Janitorial Services for City Facilities to ABM Industry Groups, LLC., of San Francisco ($424,094), and Authorizing City Manager to Execute Change Orders ($40,000)

MEETING DATE: June 5, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for janitorial services for City facilities to ABM Industry Groups, LLC., of San Francisco, in the amount of $424,094, and authorizing City Manager to execute change orders in the amount of $40,000.

BACKGROUND INFORMATION: This project consists of the janitorial specifications and contract requirements to service City facilities. Changing expectations in the quality and frequency of janitorial service indicate the need to update specifications and contract management, which requires appropriate re-bidding of the janitorial services contract. The Public Works Facilities Services Division oversees the janitorial contract for the City.

The contract provides for complete janitorial services for City facilities on both a scheduled and on-call basis, and includes expanded optional services for additional restroom cleanings at the Lodi Public Library and on-call removal of human waste at City facilities. These additional services are being added to address ever increasing issues associated with the City’s homeless population. The initial term of the contract will be for two years, commencing on July 1, 2019, with the option to extend.

Plans and specifications for this project were approved on February 6, 2019. On March 20, 2019, the City received the following three bids:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Location</th>
<th>Bid (Annually)</th>
<th>Above/(Below) Engineer’s Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td></td>
<td>$200,000.00</td>
<td></td>
</tr>
<tr>
<td>ABM Industry Groups, LLC.</td>
<td>San Francisco</td>
<td>$212,047.00</td>
<td>$12,047.00</td>
</tr>
<tr>
<td>Karla’s Janitorial &amp; Suppliers</td>
<td>San Francisco</td>
<td>$291,530.00</td>
<td>$91,530.00</td>
</tr>
<tr>
<td>Janitorial, Inc.</td>
<td>Modesto</td>
<td>$300,576.00</td>
<td>$100,576.00</td>
</tr>
</tbody>
</table>

The contract shall be for the initial term of two years, with the City Manager given authority to negotiate options to execute change orders, in an amount not to exceed $40,000, to account for changes in scope and on-call services; to contract for additional services, and/or add or delete portions of the contract that are in the best interest of the City; and to accommodate additions or reductions of space or to change cleaning frequencies and/or duties. The contractor will invoice the City monthly for actual work performed, along with the actual cost for paper products used.

APPROVED: ________________________________________________

Stephen Schwabauer, City Manager
The bids for janitorial services came in slightly higher than anticipated, likely due to the annual increases in minimum wage. The General Fund will contribute approximately 55 percent toward the total contract amount.

FUNDING AVAILABLE:

Fiscal impact:
The bids for janitorial services came in slightly higher than anticipated, likely due to the annual increases in minimum wage. The General Fund will contribute approximately 55 percent toward the total contract amount.

Funding for janitorial services are included in the following operating accounts:

- Public Works Facilities Services (10051000)
- Hutchins Street Square (20071402)
- Library (12090000)
- Parks & Recreation (20072001/20073001)
- Water (56052001)
- Wastewater (53053001)
- White Slough Water Pollution Control Facility (53053003)
- Surface Water Treatment Plant (56052005)
- Transit (60054105)
- Fleet Services (65055000)
- Electric Utility (50060001)

Andrew Keys
Internal Services Director/Deputy City Manager

Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
CES/RAY/tdb
Attachment
CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company, qualified to do business in California, herein referred to as the "Contractor."

WITNESSETH:

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

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

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bonds
Janitorial Maintenance Checklist for City of Lodi Facilities

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

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner and to the satisfaction of the City the proposed maintenance of City facilities.

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

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

The work consists of complete janitorial services for City of Lodi facilities on both a scheduled and on-demand basis. Bids will include furnishing all labor, materials, and cleaning products (except those materials listed to be furnished by the City of Lodi), provide paper products and other products necessary to keep facilities supplied and sanitary and other incidental and related work for City of Lodi facilities, all as shown on the plans and specification for the “2019 Janitorial Services City of Lodi Facilities.”

Standard Service
LSM/Month (LSM)

A. Lodi Police Department
215 West Elm Street

1. Jail, Public Lobby, 6 days/week
   LSM $1,311.53

2. Operations, Staffing areas,
   Workout/Training Room 5 days/week
   LSM $3,329.51

B. Lodi Court #1
217 West Elm Street

1. Staff/Office Area, 3 days/week
   LSM $288.86

2. Holding Cell, Public Lobby, Court Chamber, 5 days/week
   LSM $983.60

C. Library
201 West Locust Street

Service 6 days/week
LSM $2,137.33

D. City Hall
221 West Pine Street

Service 3 days/week
LSM $1,016.49

E. Finance Department
310 West Elm Street

Service 3 days/week
LSM $510.36
Standard Service LS/Month (LSM)

F. Carnegie Forum
   305 West Pine Street
   Service 3 days/week LSM $660.87

G. City Hall Annex
   230 West Elm Street
   Service 3 days/week LSM $486.35

H. Parks and Recreation
   111 North Stockton Street
   Service 3 days/week LSM $448.99

I. Municipal Service Center
   1331 South Ham Lane
   Service 5 days/week LSM $1,240.03

J. Transit Fleet Shop
   1331 South Ham Lane
   Service 3 days/week LSM $285.86

K. White Slough Water Pollution Control Facility
   12751 North Thornton Road
   Service 3 days/week LSM $518.50

L. Hutchins Street Square
   125 South Hutchins Street

1. Main Lobby Restrooms, Thomas Theater Restrooms, Kirst Hall Kitchen and Restrooms
   Service 5 days/week LSM $915.20

2. Senior Center
   Service 5 days/week LSM $417.71

3. Administration Offices, Arts Commission Office and Classroom
   Service 5 days/week LSM $413.49
4. Pool Restrooms/Locker Rooms  
   Service 5 days/week  
   LSM $313.31

M. Lodi Station Parking Structure  
   50 North Sacramento Street  
   Service 3 days/week  
   LSM $142.40

N. Surface Water Treatment Plant  
   2001 West Turner Road  
   Service 3 days/week  
   LSM $540.25

TOTAL LUMP SUM MONTHLY (TLSM)  
TLSM $15,860.64

TOTAL ANNUAL LUMP SUM (ALS)  
((TLSM) x 12)  
ALS $191,527.68

Estimated Annual Cost of Janitorial Supplies Lump Sum  
$20,508.63

### ANNUAL SUPPLIES

<table>
<thead>
<tr>
<th>Item:</th>
<th>Estimated Quantity (For Bidding Purposes)</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost (quantity x unit price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boxed Soap 800 ml</td>
<td>4</td>
<td>Case</td>
<td>$30.82</td>
<td>$123.28</td>
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<tr>
<td>Seat covers</td>
<td>14</td>
<td>Case</td>
<td>$38.20</td>
<td>$534.40</td>
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<tr>
<td>Toilet tissue</td>
<td>129</td>
<td>Case</td>
<td>$43.93</td>
<td>$5,667.97</td>
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<tr>
<td>Paper towels</td>
<td>279</td>
<td>Case</td>
<td>$18.18</td>
<td>$5,072.22</td>
</tr>
<tr>
<td>Liner 24x32</td>
<td>15</td>
<td>Case</td>
<td>$14.55</td>
<td>$218.25</td>
</tr>
<tr>
<td>Liner 33x39</td>
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<td>Case</td>
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<td>Liner 36x58</td>
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<td>Case</td>
<td>$23.82</td>
<td>$2,119.98</td>
</tr>
<tr>
<td>Antibacterial soap</td>
<td>19</td>
<td>Gallon</td>
<td>$54.34</td>
<td>$1,032.41</td>
</tr>
<tr>
<td>Urinal screen w/deodorant block</td>
<td>14</td>
<td>Case</td>
<td>$17.87</td>
<td>$250.18</td>
</tr>
<tr>
<td>Single sheet toilet tissue</td>
<td>8</td>
<td>Case</td>
<td>$45.15</td>
<td>$361.20</td>
</tr>
<tr>
<td>Rolled paper towels</td>
<td>23</td>
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<td>$27.38</td>
<td>$629.74</td>
</tr>
<tr>
<td>One shot soap</td>
<td>42</td>
<td>Bottle</td>
<td>$33.81</td>
<td>$1,420.02</td>
</tr>
<tr>
<td>Touchless towels</td>
<td>13</td>
<td>Case</td>
<td>$56.95</td>
<td>$740.35</td>
</tr>
<tr>
<td>Liner 24x23</td>
<td>24</td>
<td>Case</td>
<td>$14.55</td>
<td>$349.20</td>
</tr>
<tr>
<td>Restroom air freshner</td>
<td>32</td>
<td>Case</td>
<td>$56.85</td>
<td>$1,819.20</td>
</tr>
</tbody>
</table>

TOTAL ANNUAL SUPPLIES (TAS)  
TOTAL BID PRICE (ALS + TAS)  
$212,046.31  
TAS $20,508.63

For All Locations (Not Included in Total Bid Price):  
O. Square Foot Cleaning Cost  
   1. Restrooms  
      Service 5 days/week  
      $0.7056/SF
Service 3 days/week $0.4270/SF

2. Offices

Service 5 days/week $0.1411/SF
Service 3 days/week $0.0854/SF

3. Elevator

Service 5 days/week $0.5669/SF
Service 3 days/week $0.3444/SF

P. Special Request Cleaning
(Non-emergency) Rate per Person per Hour $19.88

Q. Carpet Cleaning Cost per minimum 1,000 square feet $0.14

R. 4/7 Emergency Call-Out Response
(1 Hour Response, Applies to All Facilities) Minimum Call Out Charge $250.00

S. Mid-Day Restroom Cleaning @ Library 6 days/week Rate per Person per Hour $42.28

T. Biohazard Cleanup Rate per Person per Hour $42.28

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 10 calendar days after the City Manager has executed the contract.

PERIOD OF CONTRACT – When signing this contract, the Contractor agrees that the period for this contract is July 1, 2019 through June 30, 2021, and the contractor agrees to submit monthly billing no later than the 10th of each month.
OPTION TO RENEW – By mutual agreement, the City and the contractor may enter into an agreement to extend this contract.

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

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

CONTRACTOR:  

______________________________

______________________________
By: __________________________
Stephen Schwabauer
City Manager

By: __________________________
Date: _________________________
Attest

______________________________
Jennifer M. Ferraiolo
City Clerk

(CORPORATE SEAL)

Approved As To Form

______________________________
Janice D. Magdich
City Attorney
RESOLUTION NO. 2019-___

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR JANITORIAL SERVICES FOR CITY FACILITIES TO ABM INDUSTRY GROUPS, LLC, OF SAN FRANCISCO; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS

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 March 20, 2019, at 11:00 a.m., for janitorial services for City facilities, described in the plans and specifications therefore approved by the City Council on February 6, 2019; and

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

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid (Annually)</th>
<th>Above/(Below) Engineer’s Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABM Industry Groups, LLC</td>
<td>$212,047</td>
<td>$12,047</td>
</tr>
<tr>
<td>Karla’s Janitorial &amp; Suppliers</td>
<td>$291,530</td>
<td>$91,530</td>
</tr>
<tr>
<td>Janitorial, Inc.</td>
<td>$300,576</td>
<td>$100,576</td>
</tr>
</tbody>
</table>

WHEREAS, staff recommends that the City Council award the contract for janitorial services for City facilities to ABM Industry Groups, LLC, of San Francisco, in the amount of $424,094; and

WHEREAS, staff also recommends that the City Council authorize the City Manager to execute change orders in an amount not to exceed $40,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the two-year contract for janitorial services for City facilities to the low bidder, ABM Industry Groups, LLC, of San Francisco, California, in the amount of $424,094, with an option to extend; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute change orders in an amount not to exceed $40,000.

Dated: June 5, 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 June 5, 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 Awarding Contract for 2019-2021 Traffic Signal Preventive Maintenance and Repair Program to St. Francis Electric, LLC., of San Leandro ($47,790)

MEETING DATE: June 5, 2019

PREPARED BY: Public Works Director


BACKGROUND INFORMATION: The contract includes providing preventive maintenance inspection services for approximately 54 City-maintained traffic signals and 23 lighting systems (flashing beacons and lighted crosswalk signs). The specifications require the contractor to provide signal maintenance inspections at 120-day intervals and annually test the traffic signal conflict monitors. The flashing beacons and lighted crosswalk signs will be inspected once per year. The contract also includes an allocation for maintenance of the backboards (paint or repair), as needed.

Plans and specifications for this project were approved on March 20, 2019. The City received the following three bids for this project on April 24, 2019:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Location</th>
<th>Bid</th>
<th>Above/(Below) Engineer’s Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td></td>
<td>$84,870.00</td>
<td></td>
</tr>
<tr>
<td>St. Francis Electric</td>
<td>San Leandro</td>
<td>$47,790.00</td>
<td>($37,080.00)</td>
</tr>
<tr>
<td>Bear Electrical Solutions</td>
<td>Alviso</td>
<td>$64,700.00</td>
<td>($20,170.00)</td>
</tr>
<tr>
<td>Econolite Systems</td>
<td>Anaheim</td>
<td>$70,522.96*</td>
<td>($14,347.04)</td>
</tr>
</tbody>
</table>

*The bidder, Econolite Systems, did not submit the Receipt of Addendum and the bid is deem non-responsive.

Staff recommends awarding contract for 2019-2021 Traffic Signal Preventive Maintenance and Repair Program to St. Francis Electric, LLC., of San Leandro, in the amount of $47,790.

FISCAL IMPACT: Regular maintenance of the City’s traffic signal and lighting systems reduces the City’s exposure to liability claims.

APPROVED: Stephen Schwabauer, City Manager
FUNDING AVAILABLE: Measure K Capital Fund (30399000.77020) - $47,790

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, City Engineer/Deputy Public Works Director
CES/LC/tdb
Attachment

cc: Utility Manager
Traffic Engineer
Engineer Technician, Mangrich
Public Works Management Analyst
St. Francis Electric
CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

- Notice Inviting Bids
- Information to Bidders
- General Provisions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans
- The July 2018 Edition,
- Standard Specifications,
- State of California,
- Business and Transportation Agency,
- Department of Transportation

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

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

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

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

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

The work consists of maintaining approximately 54 traffic signal and 23 lighting systems (including flashing beacons and lighted crosswalk signs), painting and repairing signal backplates, testing traffic monitors, providing emergency response, and other incidental and related work as described in the Specifications.

See Section 6-07 "Description of Bid Items" for additional information.

**CONTRACT ITEMS**

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Locations</th>
<th>Unit Price</th>
<th>Occurrences</th>
<th>Total Price (Locations x Unit Price x Occurrences)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Signal Preventive Maintenance Inspections</td>
<td>INSP</td>
<td>54</td>
<td>$65.00</td>
<td>6</td>
<td>$21,060.00</td>
</tr>
<tr>
<td>2</td>
<td>Signal Conflict Monitor Testing and Calibration</td>
<td>CALIB.</td>
<td>54</td>
<td>$65.00</td>
<td>2</td>
<td>$7,020.00</td>
</tr>
<tr>
<td>3</td>
<td>Flashing Beacon and Lighted Crosswalk Sign Inspections</td>
<td>INSP</td>
<td>23</td>
<td>$45.00</td>
<td>2</td>
<td>$2,070.00</td>
</tr>
<tr>
<td>4</td>
<td>Test Spare City-Owned Conflict Monitors</td>
<td>EA</td>
<td>8</td>
<td>$65.00</td>
<td>N/A</td>
<td>$1,040.00</td>
</tr>
<tr>
<td>5</td>
<td>Paint Signal Backplates</td>
<td>EA</td>
<td>100</td>
<td>$55.00</td>
<td>N/A</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>6</td>
<td>Replace Signal Backplates</td>
<td>EA</td>
<td>20</td>
<td>$75.00</td>
<td>N/A</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>7</td>
<td>Emergency Crew Response</td>
<td>HR</td>
<td>24</td>
<td>$400.00</td>
<td>N/A</td>
<td>$9,600.00</td>
</tr>
</tbody>
</table>

**TOTAL: $ 47,790.00**

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

**ARTICLE VI** - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2019/20 AND 2020/21 fiscal years.

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

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

CONTRACTOR:

__________________________

By:

__________________________

STEPHEN SCHWABAUER
City Manager

By: ________________________ Date: ________________________

__________________________

Title

__________________________

Attest:

__________________________

JENNIFER M. FERRAILO
City Clerk

(Approved As To Form)

__________________________

JANICE D. MAGDICH
City Attorney
RESOLUTION NO. 2019-___

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE 2019-2021 TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND REPAIR PROGRAM TO ST. FRANCIS ELECTRIC, LLC, OF SAN LEANDRO

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

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 April 24, 2019, at 11:00 a.m., for the 2019-2021 Traffic Signal Preventive Maintenance and Repair Program, described in the plans and specifications therefore approved by the City Council on March 20, 2019; and

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

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid</th>
<th>Engineer’s Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Francis Electric</td>
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</tr>
<tr>
<td>Econolite Systems</td>
<td>$70,522.96*</td>
<td>($14,347.04)</td>
</tr>
</tbody>
</table>

*Econolite Systems did not submit the Receipt of Addendum and the bid is deemed non-responsive.

WHEREAS, staff recommends that the City Council award the contract for the 2019-2021 Traffic Signal Preventive Maintenance and Repair Program to St. Francis Electric, LLC, of San Leandro, in the amount of $47,790.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2019-2021 Traffic Signal Preventive Maintenance and Repair Program to St. Francis Electric, LLC, of San Leandro, California, in the amount of $47,790; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract on behalf of the City of Lodi.

Dated: June 5, 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 June 5, 2019 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLI
City Clerk

2019-___
AGENDA

ITEM C-07

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for 2019 Downtown Concrete Cleaning
MEETING DATE: June 5, 2019
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2019 Downtown Concrete Cleaning.

BACKGROUND INFORMATION: In 1998, the City’s Central City Revitalization Improvement Project installed yellow colored concrete on School Street, from Lodi Avenue to Locust Street. As part of the maintenance, the colored concrete needs to be cleaned periodically. The previous cleaning project was completed at the end of 2016.

This project removed debris and pressure washed the yellow concrete bands, and spot cleaned the paver areas along School Street between Lodi Avenue and Locust Street. The project also included the large concrete “Sun” feature located in Elm Street, between School Street and Sacramento Street. The work included wash-water containment and disposal in order to comply with State storm water requirements. The work was done at night in order to minimize business interruptions.

The project was awarded to City Wide Property Services, Inc., of Sacramento, in the amount of $21,998. The contract has been completed in substantial conformance with the specifications approved by City Council. The contract was completed within the original contract amount and schedule. Photos of completed work are shown in Exhibit A.

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

FISCAL IMPACT: There is minimal long-term fiscal impact associated with this project.

FUNDING AVAILABLE: This project was funded by the Street Fund (30099000.77020).

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/Idb
Attachment

c: PW Management Analyst
   Engineer Technician II
   City Wide Property Services

APPROVED: Stephen Schwabauer, City Manager

K:\WP\PROJECTS\STREETS\Downtown Concrete Cleaning Project\2019 Project\CAccept SidewalkCleaning.doc 5/29/2019
Exhibit A
AGENDA ITEM C-08

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for Water Conservation Advertising ($46,800)

MEETING DATE: June 5, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for water conservation advertising, in the amount of $46,800.

BACKGROUND INFORMATION: Since 2015, the City water and wastewater utilities have been utilizing Transit advertising services to provide public outreach information for the water conservation and storm water management programs (Exhibit A). This two-year agreement will allow these programs to advertise in the interior of six buses, two bus shelters, five exterior bus sides, and two billboards in Lodi. In addition to locating and installing these advertisements, Valley Outdoor Advertising also designs and rotates the signage seasonally, or as requested.

Outreach for both water conservation and storm water programs are required by State regulations and these advertising opportunities reach many Lodi citizens. Ridership currently exceeds 300,000 per year riders on City buses.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for water conservation advertising, in the amount of $46,800.

FISCAL IMPACT: Bus advertising is an effective outreach tool to relay water conservation and storm water management information to the public, as required by state regulations. This project does not impact the General Fund.

FUNDING AVAILABLE: Water Conservation (56052006) - $46,800

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Travis Kahrs
Attachments
cc: Lance Roberts, Utilities Manager

APPROVED: Stephen Schwabauer, City Manager
SAVE WATER, SAVE MONEY!

Winter is almost here...
Turn off sprinklers when rainy days are here.

333-6829  conservation@lodi.gov

STORM WATER TODAY.

DRINKING WATER TOMORROW.

333-6829  conservation@lodi.gov

DON'T LET GRASS CLIPPINGS RUN INTO STORM DRAINS.

333-6829  conservation@lodi.gov

Please
PUT YOUR ANIMAL WASTE IN TRASH

NOT IN THE YARD WASTE BIN.

333-6829  conservation@lodi.gov
AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on June ___, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and VALLEY OUTDOOR ADVERTISING, a sole proprietorship (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 water conservation advertising (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, 2019 and terminates upon the completion of the Scope of Services or on June 30, 2021, whichever occurs first.
ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

Section 4.1  Nondiscrimination

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

Section 4.2  ADA Compliance

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

Section 4.3  Indemnification and Responsibility for Damage

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

Section 4.4  No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.
Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Valley Outdoor Advertising
                1920 Tienda Drive, Suite 203
                Lodi, CA 95240
                Attn: Mike Georguson

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.
Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY’s use of such documents for any purpose other than the purpose for which they were intended.
Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

VALLEY OUTDOOR ADVERTISING, a sole proprietorship

By: ____________________________ By: ____________________________
Name: MIKE GEORGUSON
Title: Owner

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

Funding Source: 56052006.72303
(Business Unit & Account No.)

Doc ID: R:\GROUP\ADMIN\Council\2019\05152019\Valley Outdoor\PSA.doc

CA: Rev. 01.2015
**CONTRACT FOR OUTDOOR ADVERTISING**

Valley Outdoor Advertising  
1920 Tienda Dr Suite 203 Lodi, CA 95242  
209 327-5584 209-367-0799  
valleyoutdoor@sbcglobal.net

**Advertiser**  
City of Lodi  
Water Conservation Program  
Surface Water Treatment Plant  
2001 W. Turner Road  
Lodi CA 95242

The undersigned authorized Valley Outdoor Advertising to post commencing approximately **July 1, 2019** for 24 months ending **June 31, 2021**, the outdoor display(s) and Interior Bus Ads described below at the price per month as indicated. Payments are due on the posting date.

**Production**  
Design, Production and Installation are included in the cost.

<table>
<thead>
<tr>
<th>Description of Location</th>
<th>Number</th>
<th>Size</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>32' Grapeline Buses</td>
<td>6</td>
<td>33&quot;x11&quot;</td>
<td>$180/mo</td>
</tr>
<tr>
<td>Lodi Area</td>
<td>2</td>
<td>6'x12' signs</td>
<td>$320/mo</td>
</tr>
<tr>
<td>Grapeline Buses</td>
<td>5</td>
<td>Queens 64&quot;x94&quot;</td>
<td>$1000/mo</td>
</tr>
<tr>
<td>Grapeline Bus Shelters</td>
<td>2</td>
<td>42&quot;x71&quot;</td>
<td>$450/mo</td>
</tr>
</tbody>
</table>

*Total Monthly*  
Total Contract $1950/mo  
Total Contract $46,800

**Received:** Mike Georguson

**Date:** March 22, 2019

**Accepted:**

By Travis Kahrs  
209 333-6878  
tkahrs@lodi.gov

Not to exceed $46,800
NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City’s online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically.

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions:

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

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

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

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

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

(e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days’ prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
(f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

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

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

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

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

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

(l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
RESOLUTION NO. 2019-_____  

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VALLEY OUTDOOR ADVERTISING, OF LODI, FOR WATER CONSERVATION ADVERTISING

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

WHEREAS, since September 2015, the City has worked with Valley Outdoor Advertising for revenue-generating transit advertising management and coordination for transit vehicles and facilities, granting exclusive rights to place City-approved advertising on City fixed-route buses; and

WHEREAS, outreach for both water conservation and storm water programs are required by State regulations; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for water conservation advertising, in the amount of $46,800.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for water conservation advertising, in the amount of $46,800.

Dated: June 5, 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 June 5, 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 Authorizing City Manager to Execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for Operations and Maintenance Services of the Central Plume PCE/TCE Remedial Sites ($257,155), and Appropriating Funds ($257,155)

MEETING DATE: June 5, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and maintenance services of the Central Plume PCE/TCE remedial sites, in the amount of $257,155, and appropriating funds in the amount of $257,155.

BACKGROUND INFORMATION: The City currently has two Central Plume TCE/PCE cleanup sites, located at 211 West Oak Street (Site No. 1) and 531 South Church Street (Site No. 2). Site No. 1 has the soil vapor and groundwater extraction and granular activated carbon (GAC) treatment units. Site No. 2 has the groundwater GAC treatment units. The Central Plume Source Area is bounded by Pine Street, Oak Street, Church Street, and Pleasant Avenue.

Diede Construction, Inc., of Woodbridge, which was the contractor that installed the Site No. 1 units, has been in contract with the City since 2011 to operate, perform maintenance, collect monthly samples to be analyzed, replace spent GAC in the treatment units, and perform other related duties as specified in the service agreement for Site No. 1. Site No. 2 was completed in 2018 and is also part of the current operation and maintenance service. The proposed Professional Service Agreement is necessary because the current Professional Services Agreement has expired and there has been a reduction in project scope associated with reduced sampling frequency. The proposed Professional Services Agreement also includes estimated labor and material costs for unforeseen repairs which are not part of the normal operation and maintenance of the units.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and maintenance services of the Central Plume PCE/TCE remedial sites, in the amount of $257,155, and appropriating funds in the amount of $257,155.

FISCAL IMPACT: Capital and Operations funding for these facilities was anticipated in the current water rate. This project does not impact the General Fund.

APPROVED: _________________________________
Stephen Schwabauer, City Manager
FUNDING AVAILABLE: Requested Appropriation:

Central Plume Settlement Funds (59099000.77020): $257,155

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, Deputy Public Works Director/City Engineer
CES/LC/tdb
Attachment

cc: Utility Superintendent
       Public Works Management Analyst
       Diede Construction
AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on __________, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter “CITY”), and DIEDE CONSTRUCTION, INC., a California corporation (hereinafter “CONTRACTOR”).

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Central Plume Year Nine operation, maintenance, sampling and reporting services, as required by the Regional Water Quality Control Board (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 June 1, 2019 and terminates upon the completion of the Scope of Services or on May 31, 2020, 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 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

Section 3.6 (AB 626) Public Contract Code Section 9204 – Public Works Project
Contract Dispute Resolution Procedure
Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

**Definitions:**

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

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

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

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

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

**Claim Resolution Process:**

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

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

(2) If the claimant disputes the City’s response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

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

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

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

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

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

Section 3.7 Auditing

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

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

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.
Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Diede Construction, Inc.
P.O. Box 1007
Woodbridge, CA 95259
Attn: Paul Bickford

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.
Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

DIEDE CONSTRUCTION, INC., a California corporation

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

By: __________________________

By: __________________________
Name: STEVEN L. DIEDE
Title: President

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

Funding Source: 59099000.77020
(Business Unit & Account No.)
Permits, Certificates, Laws and Ordinances  The Contractor and all subcontractors shall have a valid State Contractor's license issued by the State of California and registered with DIR and at their own expense procure all permits, certificates and licenses required of them for the execution of their work. They shall comply with all federal, state or local laws, agencies, ordinances or rules and regulations relating to the performance of the work. Reference is made to the State of California Department of Water Resources Bulletins No. 74 and 74-5.

The Contractor shall be responsible for furnishing all tests, and filing of the logs as required by law except as noted in these Special Provisions.

Operations And Maintenance

This item shall include all appropriate labor, materials, tools, and equipment to provide operation and maintenance to the TCE/PCE soil-vapor/groundwater extraction site at the following locations:

1. 211 W Oak Street (Site 1) – Bi-monthly visit
2. 531 S Church Street (Site 2) – Bi-monthly visit

The work shall include but not limited to the followings:

Prepare reports and recommend changes to system operations
Evaluate performance and effectiveness of system
Compliance with policies and regulations
Interpretation of process monitoring data
Verification that discharge standards are being achieved
Compare design parameters with actual parameters
Collection and reporting of accurate and reliable data
Review and record changes to process monitoring
Furnish and change out filter bags
Check system operation and clear alarms
Check for leaks in the treatment system
Collect and analysis of samples from groundwater treatment system
Change GAC lead/lag plumbing connections
Check site enclosure for damages or tampering and perform minor repair
Keep treatment site clean and remove trash from site
Check sump pump operation and clean sump if necessary
Check electrical component for proper operation of the site
Check all gauges for proper operation

The (per month) fee for Operation and Maintenance shall be based upon providing the above mentioned tasks as required, and no additional compensation will be allowed.

Groundwater Sampling and Analysis

The contractor shall provide all labor, materials, tools and equipment to gather, package, transport, analyze, properly dispose of, and provide report of results for each groundwater treatment system sample. The samples shall be tested as per method 8260B at an approved laboratory. Typically a grouping of:

Site 2 only
1 influent and effluent sample per month from month
will be taken during a M&O visit. The number of samples is an estimate and may change as required by the engineer or other controlling agencies. Whether the sample gathering coincides with M&O visits or is accomplished by the same personnel is up to the economies of the Contractor. The contract price paid for sampling and analysis shall be considered as included in the price paid for Operation and Maintenance and shall include full compensation for doing all the work defined above and no additional compensation will be allowed.

**Provide Analytical Results and Field Measurements to Engineer**

As detailed in the M&O Manuals for either the Ground Water Extraction (GWE) or the Soil Vapor Extraction (SVE) units, the Contractor shall provide field data and measurements, and sample analysis results to the City’s consulting engineer, Civil Hydro Tech. At this point, the information may be transmitted by hard copy or electronically; no specialized computer programs will be required to process and deliver the results.

The contract price paid for each (monthly) transmittal of analytical results and field measurements shall be considered as included in the price paid for Operation and Maintenance and shall include full compensation for providing all labor, materials, tools and equipment and no additional compensation will be allowed.

**Utilities – Information Only**

Electrical, sewer, storm drain, natural gas, telephone and other related monthly utility charges that may be applicable to the operation of the GWE and SVE units will be paid directly by the City.

**Granular Activated Carbon (GAC) (Liquid Phase) / Granular Activated Carbon (Vapor Phase)**

The Contractor shall provide a price per pound for GAC for both the liquid phase and vapor phase treatment units. Typically, the liquid phase change out of spent carbon will be for one (1) 2,000 pound vessel (Church & Tokay site) and the vapor phase will be for one (1) 8,000 pound vessel at a time. Several "change outs" may be required in the first year.

The contract price paid per pound for GAC (liquid phase) and GAC (vapor phase) shall include all labor, materials, tools, equipment, replacement carbon (GAC), documentation of and proper disposal of or regeneration of spent carbon, transportation to change out spent carbon, and supply new or regenerated GAC matching the specifications of the engineer and no additional compensation will be allowed.

**Non-Routine Maintenance and Repairs**

Non-routine maintenance shall be defined as mechanical, electrical or site repairs that are not covered by items or sections in the M&O Manual. The Contractor shall provide to the City, on an approved call out basis, appropriately trained craftsmen to assess the repairs required, determine the most advantageous method to complete the work, and then report back to the Contractor and the City for approval and direction. There are no minimum hours on call outs, and billable hours are only hours on the job and do not include travel time as billable hours. The amount paid shall be equal to the prevailing wage rate for the category of labor, burden, direct cost of parts and/or materials used, sales tax; and a total 15% markup.
The 40 hours labor charge and $100,000 material cost shown on the proposal are estimated amount and contractor will be paid by the actual work billed.

The contract price paid (per hour) for non-routine maintenance and repairs shall include full compensation for furnishing all labor, tools, and equipment required to assess the needed repairs, make the repairs, if possible, and or record a course of action for repairs, and no further compensation will be allowed.

**Waste Disposal (Knockout Drum Water)**

The contract price paid per gallon for disposal of knockout drum water shall include full compensation for collection, transportation, documentation and proper disposal of water accumulated in the 500-gallon knockout storage drum as detailed in the M&O Manual and as required by the operator of the treatment system, and no additional compensation will be allowed.

**GAC Vapor Sampling and Testing by TO15**

The Contractor shall provide all labor, materials, tools and equipment to gather, package, transport, analyze, properly dispose of, and provide report of results for each vapor sample. The samples shall be tested as per method TO15 at an approved laboratory.

**Site 1 only**

4 samples per month, to be taken during one of the bi-monthly visit

The number of samples is an estimate and may change, including re-sample as required by the engineer or other controlling agencies. The contract price paid per sample shall be considered as included in the price paid for Operation and Maintenance and shall include full compensation for performing the work as described above and no additional compensation will be allowed.

**Subcontractor List**

Operations, Maintenance, Sampling and Reporting:
WGR Southwest, Inc.
11780 N Hwy. 99
Lodi, CA 95240

Granular Activated Carbon:
Baker Corp
2700 California Avenue
Pittsburg, CA 94565
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
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<td>Non-Routine Service (Material), Estimated Allowance</td>
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<td><strong>$257,155.00</strong></td>
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NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City’s online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically.

Insurance Requirements for Contractor

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 $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limits not less than $5,000,000 per occurrence or claim.

Other Insurance Provisions:

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

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

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

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

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

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
(f) **Continuity of Coverage**
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor’s insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

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

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

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

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

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

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

(m) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least “A-, Vi” by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH DIEDE CONSTRUCTION, INC.,
OF WOODBRIDGE, FOR OPERATIONS AND MAINTENANCE
SERVICES OF THE CENTRAL PLUME PCE/TCE REMEDIAL
 SITES; AND FURTHER APPROPRIATING FUNDS

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

WHEREAS, the City currently has two Central Plume TCE/PCE cleanup sites, located at
211 West Oak Street (Site No. 1) and 531 South Church Street (Site No. 2); and

WHEREAS, Diede Construction, Inc., installed the Site No. 1 treatment system and has
been under contract with the City since 2011 to operate, perform maintenance and monthly
groundwater sampling, replace spent GAC in the treatment units, and perform other related
duties as specified in the service agreement for Site No. 1; and

WHEREAS, Site No. 2 was completed in 2018 and is also part of the current operation
and maintenance service; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional
Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and
maintenance services of the Central Plume PCE/TCE Remedial Sites, in the amount of
$257,155; and

WHEREAS, staff also recommends that the City Council appropriate funds in the
amount of $257,155, from the fund balance of Central Plume Settlement Funds
(59099000.77020) for Fiscal Year 2018/19.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby
authorize the City Manager to execute a Professional Services Agreement with Diede Construction, Inc., of Woodbridge, California, for operations and maintenance services of the Central Plume PCE/TCE Remedial Sites, in the amount of $257,155; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an
appropriation for the operations and maintenance services of the Central Plume PCE/TCE Remedial Sites, in the amount of $257,155, as set forth above.

Dated: June 5, 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 June 5, 2019 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

2019-____
AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 for Task Order No. 40 with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility Supervisory Control and Data Acquisition System Upgrade, Arc Flash Investigating and Training, and Preliminary Design of Odor Control, Electrical Building, and Ultraviolet Disinfection System Communication Improvements ($110,000)

MEETING DATE: June 5, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 2 to Task Order No. 40 with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility supervisory control and data acquisition system upgrade, arc flash investigating and training, and preliminary design of odor control, electrical building, and ultraviolet disinfection system communication improvements, in the amount of $110,000.

BACKGROUND INFORMATION: The City is currently in the process of conducting needed improvements at the White Slough Water Pollution Control Facility (WSWPCF). The improvements include corrosion repairs to exposed concrete process channels, installation of a coarse screen and septage receiving station, replacing the existing south electrical building, upgrading the existing supervisory control and data acquisition (SCADA) system, and other instrumentation and electrical related upgrades needed to bring this 50-year-old facility up to current standards.

Due to the substantial cost and complexity of the overall project, and the impacts to the treatment process, the project is broken up into multiple phases. The initial phase included the assessment and repair of corrosion damage to the headworks influent channels, domestic and industrial pump discharge chambers, primary sedimentation basin influent channel, and other miscellaneous non-submerged concrete in the primary sedimentation basin area. This phase was accepted by Council on November 1, 2017.

Task Order No. 40 (the next phase of work also nearing completion) includes engineering design, computer software and hardware, and training services related to the implementation of SCADA system improvements. These improvements are next in overall project priority and will replace the existing, obsolete SCADA software and hardware used to monitor and control plant operations at the facility.

During the initial SCADA budget development, West Yost Associates made certain project budget assumptions about the existing SCADA system based on its experience with other facilities of similar age and configuration. The assumptions were necessary because the existing SCADA infrastructure is embedded in old conduit and electric motor control centers throughout the treatment facility and it was not practical to perform the complete infrastructure assessment prior to project budget development. As the work progressed, it was found that several elements of the system are obsolete and no longer

APPROVED: _________________________________

Stephen Schwabauer, City Manager
supported; hardware controlling the various plant functions do not use consistent programming language and naming conventions; Control Building wiring and facility infrastructure is in very poor condition, and there is little reliable programming documentation requiring significant reverse engineering effort to ensure the new graphic interface is compatible with the existing system. Amendment No. 2 is necessary to address the items above and will not exceed $110,000, increasing the total contract amount to $770,010.

Staff recommends authorizing City Manager to execute Amendment No. 2 to Task Order No. 40 with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility supervisory control and data acquisition system upgrade, arc flash investigating and training, and preliminary design of odor control, electrical building, and ultraviolet disinfection system communication improvements, in the amount of $110,000.

FISCAL IMPACT: This unplanned but necessary work is needed to complete the SCADA system upgrade element of this contract. This additional cost will not impact the General Fund.

FUNDING AVAILABLE: Funding for Task Order No. 40 is budgeted in Fiscal Year 2018/19:

Wastewater Capital Outlay Fund (53099000.77020) - $110,000

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Charles E. Swimley, Jr., Public Works Director
CES/CES/tdb
Attachment
AMENDMENT NO. 2
WEST YOST & ASSOCIATES, INC.
TASK ORDER NO. 40

THIS AMENDMENT NO. 2 TO TASK ORDER NO. 40, is made and entered this ____ day of __________, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST YOST & ASSOCIATES, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into Task Order No. 40 on May 8, 2017 and Amendment No. 1 on March 14, 2018 (collectively the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and

2. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed $110,000, for a total not-to-exceed amount of $770,010, and amend the Scope of Services as set forth in Exhibit 2; and

3. WHEREAS, CITY requests to extend the term of the Agreement through March 31, 2020; and

4. WHEREAS, CONTRACTOR agrees to said amendments.

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

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

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

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

______________________________
CHARLES E. SWIMLEY, JR.
Public Works Director

______________________________
Name:
Title:

______________________________
JENNIFER M. FERRAILO, City Clerk

Approved as to Form:

______________________________
JANICE D. MAGDIC, City Attorney
AMENDMENT NO. 1

TASK ORDER NO. 40
WEST YOST & ASSOCIATES, INC.

THIS AMENDMENT NO. 1 TO TASK ORDER NO. 40, is made and entered this 14th day of March, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST YOST & ASSOCIATES, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Task Order No. 40 (the "Agreement") on May 8, 2017, as set forth in Exhibit 1, attached hereto and made a part of; and

2. WHEREAS, CITY requested to extend the term of the Agreement through March 31, 2019; and

3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to extend the term of the Agreement. All other terms and conditions of the Agreement remain unchanged.

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

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

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

for

STEPHEN SCHWABAUER
City Manager

W. FRANKLIN HELMICK, Jr.
Vice President

Attest:

JENNIFER M. FERRAILO, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney
Task Order No. 40

City of Lodi

White Slough Water Pollution Control Facility
SCADA System Upgrade, Arc Flash Investigation/Training,
Preliminary Design/Implementation of UV Disinfection Communication Improvements, and
Preliminary Design of Odor Control, Screening/Septage/Industrial Waste Receiving Station
and new South Electrical Building Improvements

West Yost Job Number 213-18-16-36

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

WORK SCOPE

Consultant shall provide engineering design, computer software and hardware, and training
services related to:

- The design and implementation of SCADA system improvements to replace the
  existing, obsolete SCADA hardware and software used to monitor and control plant
  operations at the Water Pollution Control Facility (WPCF);
- An arc flash investigation consisting of:
  — Field inventory and preliminary condition assessment of the existing electrical
    distribution system;
  — Preparation of electrical distribution system computer model and arc flash hazard
    calculations;
  — Electrical and arc flash safety training for staff operators and electricians;
- Preliminary design of improvements necessary to improve communications between
  the existing UV disinfection system and the WPCF’s SCADA system. Implementation
  of these improvement is identified as an optional task.
- Preparing preliminary designs and construction cost estimates for:
  — A new coarse screening/septage/industrial waste receiving facility;
  — Improvements necessary to remove and treat odorous gases from the headworks area
    of the WPCF; and
  — A new south electrical building;

These services are described in greater detail in Attachment A to this Task Order.

BUDGET

The costs for Consultant’s services as defined herein shall not exceed $660,010.
COMPENSATION

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

The compensation limit for services performed under this task order shall not exceed $660,010. If additional funds are required to complete the services defined herein beyond this limit, Consultant shall notify Client in writing prior to reaching the authorized limit, and will not proceed with work in excess of the limit without the prior written approval of Client.

SCHEDULE

We estimate that all work under this Task Order will be completed by March 1, 2018.

WEST YOST ASSOCIATES, INC.

Signature

W. Franklin Helmick
Printed Name

Vice President
Title

February 9, 2017
Date

CITY OF LODI

Signature

Steve Schwabauer
Printed Name

City Manager
Title

May 8, 2017
Date

Approved as to form

Deputy City Attorney

ATTEST:

JENNIFER M. FERRAILO
City Clerk
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

BACKGROUND
This Scope of Work addresses engineering services related to:

- The design and implementation of SCADA system improvements to replace the existing, obsolete SCADA hardware and software used to monitor and control plant operations at the Water Pollution Control Facility (WPCF);

- An arc flash investigation consisting of:
  - Field inventory and preliminary condition assessment of the existing electrical distribution system;
  - Preparation of electrical distribution system computer model and arc flash hazard calculations;
  - Electrical and arc flash safety training for staff operators and electricians;

- Preliminary design of improvements necessary to improve communications between the existing UV disinfection system and the WPCF’s SCADA system. Implementation of these improvements is identified as an optional task.

- Preparing preliminary designs and construction cost estimates for:
  - A new coarse screening/Septage/industrial waste receiving facility;
  - Improvements to remove and treat odorous gases from the coarse screening/Septage/industrial waste receiving facility and the existing headworks area; and
  - A new south electrical building;

TASK DESCRIPTIONS
Task 1 - SCADA System Upgrade Services
Subtask 1.1 - Prepare Basis of Design Report

We will develop a Basis of Design Report (BODR) for the WPCF control/SCADA, Human Machine Interface (HMI) system. The BODR will include comparison of technology alternatives including HMI software and hardware server platforms. Alternatives will be evaluated based on cost, technical capabilities, future expansion, packaged software licensing policies, and ease of process control integration of future new instrumentation and programmable logic controllers.

HMI server architecture will be developed as part of the BODR. The architecture will be developed to allow future SCADA system upgrades, establish standardization, foster consistency of HMI operator interfaces, establish data transfer requirements for asset management opportunities, and support a distributed control topology.
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

The BODR will address:

- Alternatives and recommendations for implementation of SCADA HMI system improvements. Factors to be reviewed will include HMI Server hardware, HMI software, and historian including data export capabilities to support asset management features.
- Vendor presentations of platforms that are suitable for integration at the WPCF. Following the presentations, the design team will summarize pros and cons and provide a comparison and final recommendation of the control hardware, software, and control system architecture.
- Proposed database tagging, addressing, and nomenclature recommendations developed to facilitate future switch-out of the existing Rockwell SLC programmable logic controllers (PLC) with new PLC platform under a future project.
- A brief summary of graphic display design standards and content based on the current graphic displays, discussions with current operations staff, and potential improvements based on modern situational awareness design techniques.

Subtask 1.2 – Prepare Draft HMI Hardware and Software Specification Documents

We will prepare and submit draft HMI hardware and software specifications for SCADA system equipment.

Subtask 1.3 – Prepare Final Specifications Documents

We will meet with City staff to review and discuss comments and suggestions regarding HMI specifications and configuration. Hardware and software specifications will be finalized by incorporating review comments from City staff.

Subtask 1.4 – Services during Implementation

The design team will purchase and configure the new SCADA HMI software and hardware, develop new system databases, create new graphic screens, configure the new historian and perform startup, switchover, and testing of the new system. This Scope of Services assumes:

- SCADA HMI system design development will replace existing graphic screens, essentially in kind, and based on standards developed in the BODR. New graphics will make use of features of the new HMI software for operator functions. Changes to the existing Rockwell SLC PLC control logic are not anticipated.
- A maximum of thirty revised graphic screens will be converted.
- Historian hardware and software configuration will be developed based on the existing PLC platforms. However, provision for expansion and future switch-out of the Rockwell SLC PLC platform will be incorporated where possible.
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

- A maximum of five reports will be converted translated from the existing SCADA platform.
- Hardware will include:
  - Four desktop style workstations, make and model to be determined to conform to the available allowance budget. One workstation will be configured as a server platform, one as a dedicated historian, and the remaining two as operator stations.
  - An uninterruptible power supply (UPS), power conditioner rated to support the workstation
  - One color laser printer
  - One managed network switch for interconnecting servers, historian, and workstations
- HMI software will include:
  - Operating system
  - HMI software based on City selection criteria developed in the BODR.
  - Historian software
- All equipment will be installed in the vicinity of the Administration Building Control Room.
- Task will NOT include the following. It is assumed that infrastructure improvements, requirements for final network based HMI platforms, local operator panels, etc. will be prepared under a future instrumentation and controls facility plan.
  - New electrical infrastructure improvements, ductbank, conduit, wire, or other facility installation and construction work.
  - New fiber optic cables
  - New network racks, blade servers, switches, patch panels, and other communication infrastructure.
  - Procurement and configuration of remote Local Operator Panels or other equipment outside of the Control Room.

Task 2 – Arc Flash Investigation and Training

Subtask 2.1 Reconnaissance and As-Built Documentation

Review Available Data: Collect, evaluate, and review available project data. Document review will include record drawings, existing design criteria (from previous projects), specifications, operations and maintenance manuals, geotechnical information, project definition documents and other materials that may be available from the City. Previous field investigatory efforts from the Project Team will be used to simplify the reconnaissance effort where possible.

Field Investigations: Using City electricians, perform field investigations, accessing distribution equipment, MCCs, panels, to acquire equipment ratings, protective device settings, wire sizes.
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training, Preliminary Design/Implementation
of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/
Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

Simultaneously, perform visual condition assessment for use in preparation of a preliminary
deficiency and remediation report. Report will document equipment deficiencies noted during the
investigations and where possible make recommendations to alleviate safety or operational
concerns.

Interviews: Interview City O&M and engineering staff to acquire historical perspective of overall
electrical system performance.

Prepare Summary Report: Prepare Summary Electrical Deficiency and Remediation Report
with initial assessment of potential hazard areas; include operational or procedural methods to
mitigate risk prior to performance of computer analyses and design processes.

Subtask Assumptions
- All access to equipment internal components to be performed by City electricians.
- City to provide access to record drawings library, shop drawings, previous
  studies/reports.
- Existing equipment do not bear arc flash labels. Where arc flash concerns are present,
  access will be made outside of the limited approach boundary area. High resolution
  photographs will serve as the basis to verify equipment ratings if possible. If ratings
  cannot be determined from photographs, engineering judgement will be used to
  approximate values for use in modeling and analyses.
- Plant or specific process area shutdowns can be coordinated with City operations staff
to allow access to equipment in a de-energized state wherever possible.
- Field investigations will be limited to visual observations only. Electrical
  maintenance testing of equipment is not included but can be performed as an
  additional service if authorized by the City.
- A workshop with the City is included to discuss initial findings and recommendations
  included in the Electrical Deficiency and Recommendation Report.

Subtask 2.2 Analyses and Recommendations

The purpose of this subtask is to:
- Incorporate the results of the field work into a computerized system model of the
  WPCF for performing a system arc flash study.
- Perform electrical studies and modeling including load analysis, short circuit,
  selective coordination, and arc flash hazard analysis based on field acquired system
  data and available record drawings.
- Provide equipment arc flash labels for all equipment operating at voltages higher than
  200V to ground using the standard labels generated from the SKM software.
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

Subtask Assumptions

- Electrical modeling and generation of arc flash labels will be performed using SKM PowerTools software; load analysis and load summary will be performed using Microsoft Excel spreadsheets.
- City will assist design team with contacts to City electrical utility personnel necessary to obtain the available utility parameters for use in the modeling effort.

Subtask Deliverables

- Final arc flash study report, draft and final including text description of approach, results, and recommendations. Detailed computer simulation output is too voluminous to provide as hard copy. However, PDF versions of the output reports will be provided to the City in electronic format for record documentation of the arc flash process.
- Final SKM database in native electronic format for use by the City in future WPCF arc flash studies as required under NFPA 70E
- Arc flash labels for application on existing equipment by City electricians
- Safety training syllabus and notes.

Subtask 2.3 Arc Flash Protection Training

Prepare training materials/syllabi and provide training based on the recommendations resulting from the work completed under Subtask 2.2.

Subtask Assumptions

Safety training will be provided under this Scope of Work by a certified third party electrical safety training firm. Safety training for electrical and operational staff will each be performed twice to accommodate City staffing and shift requirements.

Subtask Deliverables

Safety training syllabus and notes.

Task 3 – Preliminary Design of UV Disinfection System Communication Improvements

Staff has identified the existing RS-232 communication link between UV lamp banks to the central controller as unacceptable. Equipment monitoring HMI responds very slowly and is unreliable. In addition, the existing Rockwell Automation SLC processors have been made obsolete and are no longer available. City staff would like to see the existing RS-232 communication link replaced with an Ethernet based communication network to improve speed and reliability.
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation
of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/
Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

Subtask 3.1 – Field Reconnaissance

Design team members and City staff will review the UV installation and equipment including
controller network interfaces, interconnecting communication cables, conduits, and system
performance.

Subtask 3.2 – Preliminary Design

This subtask will involve preparing a preliminary design network block diagram indicating
materials and modifications to the communications links, hardware, and software. Feasibility of
processor upgrades will be determined based on available panel space, module form factor, power
supply capacity, and potential software conversion conflicts. An implementation preliminary
design plan will be prepared identifying the approach and developing preliminary specifications
for converting the RS-232 lines with Ethernet. Preliminary hardware and software costs will be
included.

The approach will be submitted to the City for review and comment. Received comments will be
used to update the preliminary design documents.

Subtask 3.3 – Implementation of Improvements (Optional Service)

The recommended procedure could be implemented using City staff and TICAA control system
programmers as an optional service if directed by the City. This optional service case assumes that
conversion of the existing control logic can be performed without impacting equipment operation,
warranty, or other issues associated with the Trojan UV equipment.

Task 4 – Preliminary Design of Coarse Screening/Septage/Industrial Waste Receiving Facility

Subtask 4.1 – Preliminary Design

The coarse screening/Septage/industrial waste receiving station is expected to consist of:

- Two mechanical bar screens and screenings washers to screen domestic wastewater;
- One mechanical bar screen and screening washer to screen industrial wastewater;
- A domestic waste receiving station to receive liquid septage or vector wastes;
- An industrial waste receiving station to receive winery wastewater or similar wastewater
  that does not contain human wastes. The industrial waste receiving station will also be
  designed to receive FOG or other high-strength liquid wastewater suitable for biogas
  production.

This scope of work assumes that mult-rake screens will be installed at the coarse
screening/Septage/industrial waste receiving station. This type of screen is well-suited for this
application, and City staff have visited and expressed a preference for this type of screen. The
design team will develop preliminary design criteria for this type of screen, as well as a conceptual
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

plan for the coarse screening/Septage/industrial waste receiving station. We will submit this information to three manufacturers of mult-rake screens and request comments and recommendations. We will evaluate the comments and recommendations received, and will update the design criteria and conceptual plan appropriately.

We will also develop a preliminary site plan for the overall screening facility, odor control facility, and electrical building site. The overall site plan will show the screen facility, roadways, fences, and gates and will identify areas where the odor control facility and new electrical building could be located.

Subtask 4.2 – Preliminary Design Review Meeting

We will meet with City staff to review and discuss comments and suggestions regarding the preliminary design work products. These documents will be finalized by incorporating review comments from City staff and from the independent quality control check.

Subtask 4.3 – Update Design, Estimate Probable Construction Cost

The design team will update the screening facility and overall site plan to reflect the City's comments and suggestions, and will prepare a preliminary level estimate of the probable construction cost. The cost estimate will include the screening/septage/industrial waste receiving station and site improvements, but not the odor control facility and new electrical building.

Subtask 4.4 – Summary Technical Memorandum

The design team will prepare a brief Technical Memorandum (TM) that concisely summarizes the preliminary design assumptions, conclusions, and work products. The preferred siting alternative will be identified with justification based on siting schematic descriptions. The TM will be of sufficient detail to provide a basis for final design.

Task 5 – Preliminary Design of Odor Control Facility

Subtask 5.1 – Research and Analysis

This scope of services assumes that biofilter technology will be used to treat foul air from the headworks area of the plant. Significant odor generating structures include the existing headworks structure, the existing primary influent channel, and the planned coarse screen/septage receiving structure. This task will involve sizing a biofilter (or biofilters), air ducting, and ventilation fans to treat foul air from these structures. Staff have indicated that hydrogen sulfide concentrations are typically between 4 and 5 ppm, and that the maximum concentration is 10 ppm. These concentrations will be used to size facilities on a preliminary basis. Hydrogen sulfide concentrations should be monitored for an extended period (i.e. 30 days) during final design. The following biofilter technologies will be analyzed:

- Biofiltration with non-proprietary media
- Biofiltration with proprietary media
Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation
of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/
Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

- Biotrickling filter with proprietary media

Subtask 5.2 – Preliminary Design Documents

We will size and develop preliminary construction cost estimates for each of the biofilter
technologies that are analyzed. Alternative system configurations and site plans will be prepared
to illustrate potential biofilter sizes and locations, fan locations, and foul air duct routes.

Subtask 5.2 – Preliminary Design Review Meeting

We will meet with City staff to review and discuss comments and suggestions regarding the
preliminary design work products. These documents will be finalized by incorporating review
comments from City staff and from the independent quality control check.

Subtask 5.3 – Probable Construction Cost

The design team will prepare a preliminary level estimate of the probable construction cost for the
headworks odor control system.

Subtask 5.4 – Summary Technical Memorandum

The design team will prepare a brief Technical Memorandum (TM) that concisely summarizes the
preliminary design assumptions, conclusions, and work products. The preferred biofilter
technology and site plan will be identified with supporting information. The TM will be of
sufficient detail to provide a basis for final design.

Task 6 – Preliminary Design of New South Electrical Building

Subtask 6.1 – Field Reconnaissance

Design team members and City staff will visit several treatment plants with pre-engineered metal
buildings. This type of construction for the electrical building may offer significant saving in
manufacturing and site erection costs. The intent of this reconnaissance is to provide City staff the
opportunity to assess the quality and durability of this type of building.

Subtask 6.2 – Preliminary Design

This subtask will involve preparing a preliminary single line diagram, equipment design criteria,
equipment elevation, and building floor plan for the new south electrical building. Two or three
alternative locations and schematic siting descriptions will be developed identifying necessary
infrastructure elements (e.g., involved site preparation, HVAC, etc.). The schematic descriptions
will be sufficient for comparison and review by City staff. A preliminary switchover and sequence
of construction strategy will also be included.
**Attachment A - Scope of Work**

City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

**Subtask 6.3 - Preliminary Design Review Meeting**

We will meet with City staff to review and discuss comments and suggestions regarding the preliminary design work products. These documents will be finalized by incorporating review comments from City staff and from the independent quality control check.

**Subtask 6.4 - Probable Construction Cost**

The design team will prepare a preliminary level estimate of the probable construction cost for the new south electrical building.

**Subtask 6.5 - Summary Technical Memorandum**

The design team will prepare a brief Technical Memorandum (TM) that concisely summarizes the preliminary design assumptions, conclusions, and work products. The preferred siting alternative will be identified with justification based on siting schematic descriptions. The TM will be in sufficient detail to serve as justification of the final siting and building features used in final design.

**Task 7 - Project Management and QA/QC**

**Subtask 7.1 - Project Management**

The West Yost's project manager will work monitor progress and will coordinate quality control review procedures. The project manager will be aware of progress, problems, and information needs for the Project, and will work to keep City representatives and staff informed.

**Subtask 7.2 Quality Control/Quality Assurance**

West Yost will perform quality assurance reviews of all formal project submittals.

**ESTIMATED FEE**

Services will be performed on a time and materials basis in accordance with West Yost's standard rates at the time the services are performed. West Yost's 2017 rate schedule is attached as Exhibit B to the Agreement. The estimated fee for each subtask is shown in Table 1. We will not exceed the Total Estimated Fee without prior authorization from City.

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task</th>
<th>Estimated Fee, Dollars</th>
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<td>Task 1 - SCADA System Upgrade Services</td>
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<td>Prepare Basis of Design Report</td>
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<td>Prepare Draft HMI Hardware &amp; Software Specifications</td>
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W E S T  Y O S T  A S S O C I A T E S  
February 2017
### Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

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Attachment A - Scope of Work
City of Lodi White Slough Water Pollution Control Facility
SCADA System Upgrade; Arc Flash Investigation/Training; Preliminary Design/Implementation of UV Disinfection System Communication Improvements, and Preliminary Design of Screening/Septage/Industrial Waste Receiving Facility, Odor Control Facility, and South Electrical Building

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Notes:
1. The total estimated fee includes a SCADA system hardware/software allowance, and the estimated cost of implementing UV disinfection system communication improvements (an optional service).
## 2017 Billing Rate Schedule

(Effective January 1, 2017 through December 31, 2017)*

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

* This schedule is updated annually.
2017 Billing Rate Schedule (continued)
(Effective January 1, 2017 through December 31, 2017)*

Equipment Charges

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<tr>
<th>EQUIPMENT</th>
<th>BILLING RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Detector</td>
<td>$80/day</td>
</tr>
<tr>
<td>Hydrant Pressure Gage</td>
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</tr>
<tr>
<td>Hydrant Pressure Recorder, Standard</td>
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<tr>
<td>Hydrant Pressure Recorder, Impulse (Transient)</td>
<td>$55/day</td>
</tr>
<tr>
<td>Trimble GPS – Geo 7x</td>
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<td>Vehicle</td>
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<tr>
<td>Water Flow Probe Meter</td>
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<tr>
<td>Water Quality Multimeter</td>
<td>$185/day</td>
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<tr>
<td>Well Sounder</td>
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</tr>
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</table>

* This schedule is updated annually
April 22, 2019

Mr. Charles Swimley PE
Public Works Director
City of Lodi
221 W. Pine Street
Lodi CA  95240

SUBJECT: White Slough WPCF SCADA System Upgrade Services

Dear Mr. Swimley:

As you are aware, West Yost Associates (West Yost) and our subconsultant, TJC and Associates (TJCAA), have determined that the cost of upgrading the White Slough Water Pollution Control Facility (WPCF) Supervisory Control and Data Acquisition (SCADA) System will be greater than originally anticipated. Background information, and the reasons why the cost will be greater than anticipated, are described below.

BACKGROUND

In May 2017, the City Council approved West Yost’s Task Order No. 40, which included an arc-flash study and training; the preliminary design of potential 2019-2020 improvements; and upgrading the WPCF’s SCADA system. The SCADA system is being upgraded because this system is used to monitor and control the WPCF operation, and the existing system includes obsolete hardware and software.

The design team has completed a detailed reconnaissance of the existing SCADA system, prepared a SCADA System Basis of Design Report (BODR), purchased new hardware and software, virtualized server configuration, and begun programming/data base conversion.

REASONS FOR REQUESTING ADDITIONAL BUDGET

During the initial SCADA budget development effort, the design team made certain assumptions about the existing SCADA system based on experience, typical rules of thumb for similar installations, and expectations regarding system condition and documentation. During the detailed system reconnaissance, the design team determined that:

- Much of the City’s system is based on Rockwell Automation, PLC 5 platforms. PLC 5 equipment was first introduced in 1986, and declared obsolete and discontinued effective June 2017; therefore, technical support for any programming issues will be difficult since the product is officially no longer supported by Rockwell Automation.

- The two (2) types of PLC hardware controlling the plant use different naming conventions, programming schemes, and communication methods, thereby increasing the difficulty in programming, testing, and startup.
As part of the BODR, detailed cost quotes were obtained based on the preferred human-machine interface (HMI) hardware, network equipment, rack hardware, and Rockwell HMI software. These cost quotes exceeded earlier estimates due to escalation and the additional system features and requirements as developed and documented in the BODR.

During the system reconnaissance, the Control Building wiring and facility infrastructure was found to be in very poor condition. Installing new HMI hardware will be a challenge as significant effort will be needed to ensure that manufacturer’s requirements for warranty are met.

There is very little reliable HMI programming and PLC programming documentation. As a result, significant reverse engineering is anticipated to be necessary to build new screens, ensure that the new graphic interface is compatible with the existing system, and to test and commission.

BUDGET REQUESTED

West Yost requests that the budget to implement the SCADA system upgrade be increased by $110,000 to complete the programming/data base conversion and to startup/test the new system.

West Yost appreciates the continued opportunity to work with you to implement this important project. Please call me if you require additional information or wish to discuss this request.

Sincerely,

WEST YOST ASSOCIATES

[Signature]

David J. Anderson
Engineering Manager
RCE #27659

DJA: sw
RESOLUTION NO. 2019-___

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 40 WITH WEST YOST ASSOCIATES, OF DAVIS, FOR WHITE SLOUGH WATER POLLUTION CONTROL FACILITY SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM UPGRADE; ARC FLASH INVESTIGATING AND TRAINING; AND PRELIMINARY DESIGN OF ODOR CONTROL, ELECTRICAL BUILDING, AND ULTRA VIOLET DISINFECTION SYSTEM COMMUNICATION IMPROVEMENTS

WHEREAS, in accordance with the Task Order Agreement between City of Lodi and West Yost Associates, dated January 13, 1999, West Yost Associates is authorized to complete the scope of work as defined in Task Order No. 40; and

WHEREAS, Task Order No. 40 includes engineering design, computer software and hardware, and training services related to the implementation of SCADA system improvements. These improvements are intended to replace the existing, obsolete SCADA software and hardware used to monitor and control plant operations at the facility; and

WHEREAS, Task Order No. 40 also includes the preliminary design and construction cost estimates for the coarse screening and septage receiving facility, a new south electrical building, and necessary improvements to enhance communications between the ultra violet disinfection system and the SCADA system. Preliminary design of odor control improvements will be conducted as part of this task order because their location must integrate with the other facilities mentioned above; and

WHEREAS, additionally, West Yost Associates will conduct an arc flash investigation of the existing electrical distribution system; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 2 to Task Order No. 40 with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility supervisory control and data acquisition system upgrade; arc flash investigating and training; and preliminary design of odor control, electrical building, and ultraviolet disinfection system communication improvements, in the amount of $110,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to Task Order No. 40 with West Yost Associates, of Davis, California, for White Slough Water Pollution Control Facility supervisory control and data acquisition system upgrade; arc flash investigating and training; and preliminary design of odor control, electrical building, and ultraviolet disinfection system communication improvements, in the amount of $110,000.

Dated: June 5, 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 June 5, 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 the City Manager to Execute Improvement Agreement for Public Improvements for the Lodi Bowling Alley Project

MEETING DATE:  June 5, 2019

PREPARED BY:  Public Works Director

RECOMMENDED ACTION:  Adopt resolution authorizing City Manager to execute Improvement Agreement for the Lodi Bowling Alley Project.

BACKGROUND INFORMATION:  Mary Haddad (Developer) has submitted a building permit application (No. 20182145) to construct a two-story bowling alley equipped with a bar and banquet room on the properties know as 302, 306, 310, 316, 322, and 400 North Sacramento Street (shown in Exhibit A).

The project includes the installation of public improvements on Sacramento Street and Lockeford Street. The Developer has requested to execute a separate improvement agreement to design and construct the public improvements in order to expedite construction of the other site improvements. City staff has deemed this a reasonable request and included a condition requiring that the public improvements be completed prior to final acceptance of the Lodi Bowling Alley Project.

Developer has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed project. Development Impact Fees will be collected as part of the building permit process, prior to issuing a certificate of occupancy.

Staff is recommending the City Council to authorize the City Manager to execute the Improvement Agreement for the Lodi Bowling Alley Project.

FISCAL IMPACT:  While this Council action has no fiscal impact, the approved Improvement Agreement allows for the successful completion of the bowling alley which will provide new revenues to the City.

FUNDING AVAILABLE:  Not Applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Karissa Kiriu, Assistant Engineer
CES/KTVK/tdb
Attachments

cc:  City Attorney
Deputy Public Works Director/City Engineer
Assistant Engineer, Kiriu
Senior Engineering Technician, Wiman
Mary Haddad, Developer/Owner

APPROVED:  
Stephen Schwabauer, City Manager
IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of the
Lodi Bowling Alley
302, 306, 310, 316, 322, and 400 North Sacramento Street
(APN 041-166-01, 02, 03, 04, and 05 and 041-210-14)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and MARY HADDAD, an individual, hereinafter referred to as "Developer", and HI TECH HVAC INC., a California corporation, hereinafter referred to as "Developer’s Contractor."

RECITALS:

Developer has submitted building permit application No. 20182145 for the development of the Lodi Bowling Alley at 302, 306, 310, 316, 322, and 400 North Sacramento Street, hereinafter called "Development", on the properties more particularly described as Parcels 1 through 6 in Exhibit A and Exhibit B.

Developer is required to construct and complete public improvements as a condition of approval of the building permit application. Developer has presented to the City for approval public improvement plans for the Lodi Bowling Alley, hereinafter called "Project," to construct such public improvements.

Developer has requested approval of the public improvement plans for the construction and completion of public improvements which are a part of or appurtenant to the Development, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of the project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

City Council will adopt a resolution authorizing construction and completion of the public improvements on condition that the Developer first enters into and executes this Agreement with the City and meets the requirements of said resolution; and

Developer’s Contractor is made a party to this Agreement solely to secure the Faithful Performance Bonds and Labor and Materials Bonds referred to in Paragraph 11 below. Developer’s Contractor has no other obligations under this Agreement.

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

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

1. Performance of Work by Developer

   Developer will do and perform, or cause to be done and performed at Developer’s own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Drawing Nos. 018D016-01 through 018D016-06, which is on file in the Public Works Department.
2. Development Changes

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

3. Performance of Work by City

Prior to the issuance of the building permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

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

A. One (1) 8-inch water service hot tap. Developer's contractor will expose the water main in Lockeford Street to allow City crews to install the service tap. Developer's contractor shall be responsible for all other work to complete the water main, water service lateral, and backfill.

B. Two (2) abandonments of existing water services.

C. One (1) abandonment of an existing wastewater service.

D. One (1) water meter installation.

E. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering a twelve month period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to project acceptance.

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

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, storm drain, street improvements, police, fire, parks and recreation, electrical, art in public places, and general City facilities are required for this project.

5. Work, Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed, all work and/or improvements described in this Agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide inspection services.

6. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
7. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

8. Permits; Compliance with Law

Developer shall, at Developer’s expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

9. Superintendence by Developer

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

10. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

11. Contract Security

Concurrently with the execution of this Agreement, Developer’s Contractor shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

- Faithful Performance: $137,200.00
- Labor and Materials: $137,200.00

12. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 17 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

13. Landscape Maintenance

Developer shall perform regular maintenance on the landscape element, including plants and irrigation system, installed with the Project for a period of two (2) years after the final acceptance by City. Should Developer or Developer’s surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require maintenance to be performed before Developer can be notified, City may, at its option, perform the necessary maintenance work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.
14. **Hold-Harmless Agreement**

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 of this Agreement.

B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. **Developer's Insurance**

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. **Worker's Compensation Insurance**

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine Street, Lodi, CA, 95240. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such Worker's Compensation insurance.

B. **Comprehensive General and Automobile Insurance**

Developer shall take out and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal
injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
   - $5,000,000 Each Occurrence
   - $10,000,000 General Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
   - $5,000,000 Combined Single Limit
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

Developer must have comprehensive automobile liability only if Developer's vehicles are used for the Project or on the Project property.

**NOTE:** The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City’s online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

**NOTE:** Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Developer; whichever is greater.

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

A. **Additional Named Insured Endorsement**
   - Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) Such insurance as is afforded by this policy shall also apply to the City of Lodi, its
elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by City and shall be included with Developer’s policies. An additional named insured endorsement is also required for Auto Liability.

B. Primary and Non-Contributory Insurance Endorsement

Additional insurance coverage under the Developer's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

C. 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 Developer's liability.

D. Waiver of Subrogation

Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

E. Limits of Coverage

The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Developer shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

F. Completed Operations Endorsement

For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.

G. Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer’s insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance.

H. Failure to Comply

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

16. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

17. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

18. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of $5,000 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

19. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of
time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

20. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

21. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

22. Dwelling Occupancy

City will not allow occupancy of any building or structure within the Project until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until the public improvements are so accepted by City.

23. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

24. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

25. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and
other property belonging to Developer as may be on the site of the work and necessary therefor.

26. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

27. Notices.

All notices herein required shall be in writing, signed by the authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties.

Notices required to be given to City shall be addressed as follows:

Charles E. Swimley, Jr.
Public Works Director
City of Lodi
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Mary Haddad
PO BOX 691863
Stockton, CA 95269

Notices required to be given to Developer’s Contractor shall be addressed as follows:

Hi Tech HVAC Inc.
PO BOX 691863
Stockton, CA 95269
Attn: Yousef Haddad

Notices required to be given to Surety shall be addressed as follows:


Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

[The balance of this page is intentionally left blank.]
28. Authority

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

In Witness Whereof, Developer, Developer’s Contractor, and City have caused their names and corporate seals to be hereunto affixed.

"DEVELOPER"
MARY HADDAD,
an individual

Dated: ____________________  By: ____________________
MARY HADDAD
Property Owner

(CORPORATE SEAL)

"DEVELOPER’S CONTRACTOR"
HI TECH HVAC INC.,
a California corporation

Dated: ____________________  By: ____________________
Name:YOUSEF HADDAD
Title:Chief Executive Officer

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: ____________________  By: ____________________
STEPHEN SCHWABAUER
City Manager

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

APPROVED AS TO FORM:

(CORPORATE SEAL)

JANICE D. MAGDICHH
City Attorney
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Commencing at the point of intersection of the north line of Lockeford Street with the east line of Sacramento Street in said City of Lodi; thence east along the north line of Lockeford Street, a distance of 125.00 feet to a point distant 50.0 feet, measured at right angles from the center line of the main line of Central Pacific Railway Company; thence North 2 degrees 01 minutes West, parallel and distance 50.0 feet from center line of said Railway, a distance of 180.0 feet to the northeast corner of the land described in Deed to John A. Trainor, et ux, recorded October 28, 1947, in Volume 1061 of Official Records, at page 457, San Joaquin County Records, and the true point of beginning of the herein described tract; thence continuing North 2 degrees 01 minutes West, parallel and distance 50.0 feet from said center line of said Railway, a distance of 60 feet to the southeast corner of the land described in Deed to George M. Hughes, et ux, recorded February 4, 1952 in Volume 1391 of Official Records, at page 508, San Joaquin County Records; thence at right angles South 87 degrees 59 minutes West, along the south line of said Hughes Land, a distance of 125 feet to the east line of Sacramento Street; thence South 2 degrees 01 minutes East, along the east line of said Sacramento Street; a distance of 60 feet to the northwest corner of said Trainor Land; thence North 87 degrees 59 minutes East, along the north line of said Trainor Land, a distance of 125 feet to the true point of beginning.

Said above tract also being known as Lot Four (4), in Block One (1), as shown upon map entitled, Ayers & Pitchers Addition, Map.

APN: 041-166-02

PARCEL TWO:

All of Lot Three (3), in Block One (1), as shown upon map entitled, AYERS & PITCHERS ADDITION, MAP NO. 1, San Joaquin County Records, also being described as follows:

Commencing at the intersection of north line of Lockeford Street with the east line of Sacramento Street in said City of Lodi; running thence east along the north line of Lockeford Street, a distance of 125.00 feet to a point distance 50.0 feet measured at right angles from center line of main line of Central Pacific Railway Company; thence North 2 degrees 01 minutes West, parallel with the distance 50.0 feet from center line of said railway, a distance of 120.00 feet to the southeast corner of Lot 3 and point of beginning; thence continuing North 2 degrees 01 minutes West, parallel with the distance 50.00 feet from said center line, a distance of 60.0 feet to a point; thence at right angles South 87 degrees 59 minutes West, a distance of 125.00 feet to the east line of Sacramento Street; thence South 2 degrees 01 minutes East, along the east line of Sacramento Street, a distance of 60.0 feet to a point; thence North 87 degrees 59 minutes East, a distance of 125.0 feet to point of beginning.

APN: 041-166-03

PARCEL THREE:

That portion of the East one-half (E 1/2) of the Northwest quarter (NW 1/4) of Section One (1), Township three (3) North, Range six (6) East, Mount Diablo Base and Meridian, and being the North one-half (N 1/2) of the following described tract of land.

BEGINNING at a point 50 feet North 4° East, from the Southeast corner of County Survey 2319 made for J.M. Burt on October 28, 1870 and on record in the office of the County Surveyor of San Joaquin County; thence along the Easterly line of said survey, North 4° East, 120 feet to the land formerly owned by Abby Kellogg, which was acquired by him by Deed dated August 13, 1873 and recorded July 24, 1876 in Book "A" of Deeds, Volume 32, page 313, San Joaquin County Records; thence

Exhibit Page - Legal(exhibit)(08-07)
at right angles Westerly along said Kellogg's land, 125 feet; thence at right angles Southeasterly 120 feet; thence at right angles Easterly 125 feet to the point of beginning.

EXCEPTING THEREFROM to the United States all oil, coal, or other minerals in portion of land lying within a 150 foot strip lying Westerly of and adjacent to the 100 foot right of way of the Central Pacific Railway Company. The Easterly line of the above described strip being parallel to and distant 50 feet Westerly at right angles to the center line of main line tract of said Central Pacific Railway Company.

APN: 041-166-04

PARCEL FOUR:

Being a portion of the East one-half (E 1/2) of the Northeast Quarter (NW 1/4) of Section One (1), Township three (3) North, Range six (6) East, Mount Diablo Base and Meridian, and being the South one-half (S 1/2) of the following described tract of land.

BEGINNING at a point; 50 feet North 4° East, from the Southeast corner of County Survey No. 2319, made for J.M. Burt on the 28th day of October 1870; thence along the Easterly line of said survey, North 4° East, 120 feet to land owned by One Kellogg; thence at right angles Westerly along said Kellogg's land, 125 feet; thence at right angles Southerly 120 feet; thence at right angles Easterly 125 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Lodi, in instrument recorded November 13, 1991, Recorder's Instrument No. 91111372, San Joaquin County Records.

ALSO EXCEPTING THEREFROM to the United States all oil, coal, or other minerals in portion of land lying within a 150 foot strip lying Westerly of and adjacent to the 100 foot right of way of the Central Pacific Railway Company. The Easterly line of the above described strip being parallel to and distant 50 feet Westerly at right angles to the center line of main line tract of said Central Pacific Railway Company.

APN: 041-166-05

PARCEL FIVE:

Lots 1, 2, and 3 and the South 1/2 of Lot 4, in Block 8, as shown upon the Map entitled Moran Handel Tract, filed for record April 2, 1907 in Vol. 3 of Maps and Plats, Page 53, San Joaquin County Records.

EXCEPTING THEREFROM to the United States all oil, coal, or other minerals in portion of land lying within a 150 feet strip lying Westerly of and adjacent to the 100 foot right of way of the Central Pacific Railway Company. The Easterly line of the above described strip being parallel to and distant 50 feet Westerly at right angles to the center line of main line tract of Central Pacific Railway Company.

APN: 041-210-14

PARCEL SIX:

Beginning at a point distant 320 feet Northerly from the Northwest corner of Block 21 in the Town (now City) of Lodi; thence run Northerly 100 feet; thence Easterly 125 feet to a point in a line parallel with the distant 50 feet Westerly, measured at right angles from the original located center line of Southern Pacific Company's main track (Stockton to Polk); thence Southerly along said parallel line, 100 feet; thence Westerly 125 feet to the point of beginning, the same being a fraction of the West half of the Northwest 1/4 of Section 1, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, as per Deed recorded January 3, 1920, in Book "A" of Deeds, Vol 400, page 265, and being in Ayres and Pitchers Addition to the City of Lodi.

EXCEPTING THEREFROM to the United States all oil, coal, or other minerals in portion of land lying within a 150 foot strip lying Westerly of and adjacent to the 100 foot right of way of the Central Pacific Railway Company. The Easterly line of the above described strip being parallel to and distant 50 feet Westerly at right angles to the center line of main line tract of said Central Pacific Railway Company.

APN: 041-166-01

Exhibit Page - Legal(exhibit)(08-07)
BILLING SCHEDULE

<table>
<thead>
<tr>
<th>DEVELOPER COST</th>
<th>CREDITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Acreage</td>
<td>1.48</td>
</tr>
<tr>
<td>No. of Units</td>
<td>N/A</td>
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</table>

<table>
<thead>
<tr>
<th>DEVELOPER COST</th>
<th>CREDITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Fee (5.0% of $100,000)</td>
<td>ENGFEE $ 5,000.00</td>
</tr>
<tr>
<td>Inspection Fee (4.0% of $137,200)</td>
<td>ENGFEE $ 5,488.00</td>
</tr>
<tr>
<td>Engineering Fee Paid</td>
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<td>Improvement Agreement Fee</td>
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<td><strong>ENGINEERING SUBTOTAL</strong></td>
<td><strong>$ 14,001.00</strong></td>
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<tr>
<th>STREET SYSTEM</th>
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<tbody>
<tr>
<td>Charges for work by City Forces:</td>
</tr>
<tr>
<td>Seal Coat</td>
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<tr>
<td><strong>STREET SYSTEM SUBTOTAL</strong></td>
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<table>
<thead>
<tr>
<th>SEWER SYSTEM</th>
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</thead>
<tbody>
<tr>
<td>Charges for Work by City Forces:</td>
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<tr>
<td>Service Abandonment</td>
</tr>
<tr>
<td><strong>SEWER SYSTEM SUBTOTAL</strong></td>
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<th>WATER SYSTEM</th>
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</thead>
<tbody>
<tr>
<td>Charges for work by City Forces:</td>
</tr>
<tr>
<td>Ties to Existing System by City 8x8 Hot-tap</td>
</tr>
<tr>
<td>Service Abandonment (2&quot; &amp; under)</td>
</tr>
<tr>
<td>2&quot; Meter Installation (meter only)</td>
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<tr>
<td><strong>WATER SYSTEM SUBTOTAL</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>STORM DRAIN SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees:</td>
</tr>
<tr>
<td>(1) Storm Drain Permit Compliance Inspections</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>STORM DRAIN SYSTEM SUBTOTAL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ELECTRICAL SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be billed separately by Electric Utility Department</td>
</tr>
</tbody>
</table>

| TOTAL AMOUNT OF BILLING SCHEDULE | $28,794.00 |
| NET AMOUNT TO BE PAID BY DEVELOPER TO CITY PRIOR TO PROJECT APPROVAL | $9,106.88 |

(1) Storm Drain Permit Compliance Inspections are required at least once a month. The charges shown are an estimate based on one inspection per month over an estimated construction period spanning twelve months. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to project acceptance.
## Total Cost of Project Improvements

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sawcut</td>
<td>285</td>
<td>LF</td>
<td>4.00</td>
<td>1,140.00</td>
</tr>
<tr>
<td>2</td>
<td>Curb and Gutter</td>
<td>249</td>
<td>LF</td>
<td>30.00</td>
<td>7,470.00</td>
</tr>
<tr>
<td>3</td>
<td>Sidewalk</td>
<td>5,434</td>
<td>SF</td>
<td>8.00</td>
<td>43,472.00</td>
</tr>
<tr>
<td>4</td>
<td>Commercial Driveway</td>
<td>3</td>
<td>EA</td>
<td>3,451.00</td>
<td>10,353.00</td>
</tr>
<tr>
<td>5</td>
<td>Remove Existing Sidewalk</td>
<td>3,936</td>
<td>SF</td>
<td>8.00</td>
<td>31,488.00</td>
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<tr>
<td>6</td>
<td>Remove Existing Curb &amp;</td>
<td>123</td>
<td>LF</td>
<td>15.00</td>
<td>1,845.00</td>
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<tr>
<td>7</td>
<td>Tree Well</td>
<td>8</td>
<td>EA</td>
<td>1,500.00</td>
<td>12,000.00</td>
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<tr>
<td>8</td>
<td>Traffic Striping</td>
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<td>LS</td>
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<td>5,000.00</td>
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<td>9</td>
<td>Erosion Control</td>
<td>1.48</td>
<td>Acre</td>
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**Subtotal** $116,854.28

### Water System

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<th>Description</th>
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<th>Unit</th>
<th>Price</th>
<th>Total</th>
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</thead>
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<td>8&quot; Water Pipe (DIP)</td>
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<td>EA</td>
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<td>3</td>
<td>Blowoff (Permanent)</td>
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<td>EA</td>
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<td>1,657.00</td>
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**Subtotal** $16,999.00

**Total** $133,853.28

---

### A. Developer Cost

<table>
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<th>Quantity</th>
<th>Total</th>
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<tr>
<td>285</td>
<td>1,140.00</td>
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<tr>
<td>249</td>
<td>7,470.00</td>
</tr>
<tr>
<td>5,434</td>
<td>43,472.00</td>
</tr>
<tr>
<td>3</td>
<td>10,353.00</td>
</tr>
<tr>
<td>3,936</td>
<td>31,488.00</td>
</tr>
<tr>
<td>123</td>
<td>1,845.00</td>
</tr>
<tr>
<td>8</td>
<td>12,000.00</td>
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<tr>
<td>1</td>
<td>5,000.00</td>
</tr>
<tr>
<td>1</td>
<td>4,066.28</td>
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</table>

**Subtotal Street System** $0.00

**10% Engineering & Administration** $0.00

**Total Street System** $0.00

**Subtotal Water System** $0.00

**10% Engineering & Administration** $0.00

**Total Water System** $0.00

**Total** $133,853.28

---

### B. Cost of City-Funded Facilities to Be Built by Developer

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</thead>
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<tr>
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<tr>
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<td>10,353.00</td>
</tr>
<tr>
<td>3,936</td>
<td>31,488.00</td>
</tr>
<tr>
<td>123</td>
<td>1,845.00</td>
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<tr>
<td>8</td>
<td>12,000.00</td>
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<tr>
<td>1</td>
<td>5,000.00</td>
</tr>
<tr>
<td>1</td>
<td>4,066.28</td>
</tr>
</tbody>
</table>

**Subtotal Street System** $0.00

**10% Engineering & Administration** $0.00

**Total Street System** $0.00

**Subtotal Water System** $0.00

**10% Engineering & Administration** $0.00

**Total Water System** $0.00

**Total** $133,853.28

---

### Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)

$133,853.28

### Construction Engineering & Staking @ 1% ±

$1,338.53

### As-built Plans & Certifications

$2,000.00

**Total Cost for Engineering Fee Calculation (Rounded to the nearest hundred)

A. Total $137,200.00

B. Total $0.00

---

### Total Improvement Security Amounts:

- Faithful Performance: 100% of A & B $137,200.00
- Labor & Materials: 100% of A & B $137,200.00
RESOLUTION NO. 2019-____
A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AN IMPROVEMENT
AGREEMENT FOR PUBLIC IMPROVEMENTS FOR THE
LODI BOWLING ALLEY PROJECT
========================================================================
WHEREAS, Mary Haddad (Developer) has submitted a building permit application
(No. 20182145) to construct a two-story bowling alley equipped with a bar and banquet room on
the properties know as 302, 306, 310, 316, 322, and 400 North Sacramento Street; and

WHEREAS, the project includes the installation of public improvements on
Sacramento Street and Lockeford Street; and

WHEREAS, Developer has requested to execute a separate improvement agreement to
design and construct the public improvements in order to expedite construction of the other site
improvements. City staff has deemed this a reasonable request and included a condition
requiring that the public improvements be completed prior to final acceptance of the Lodi
Bowling Alley Project; and

WHEREAS, Developer has furnished the City with improvement plans, necessary
agreements, guarantees, insurance certificates, and the required fees for the proposed project.
Development Impact Fees will be collected as part of the building permit process, prior to
issuing a certificate of occupancy; and

WHEREAS, staff recommends authorizing the City Manager to execute the
Improvement Agreement for the Lodi Bowling Alley Project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby
authorize the City Manager to execute the Improvement Agreement for the Lodi Bowling Alley
Project.

Dated: June 5, 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 June 5, 2019 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2019-____
CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Adopting City of Lodi Short Range Transit Plan Update

MEETING DATE: June 5, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution adopting City of Lodi Short Range Transit Plan Update.

BACKGROUND INFORMATION: In October 2018, the City Council authorized the City Manager to execute a Professional Services Agreement with LSC Transportation Consultants, Inc. (LSC) to prepare the City of Lodi Short-Range Transit Plan (SRTP) update. A SRTP is a 10-year planning document designed to provide an operating and financial blueprint for the provision of transit service in a community. While the City’s current SRTP was adopted by City Council in May 2013, the San Joaquin Council of Governments (SJCOG) requested local transit agencies update their SRTPs to coincide with the Regional Transportation Plan, which extends through Fiscal Year 2027/28. This synchronized effort of SRTPs provides consistency amongst all the agencies in the region and also allows for easier programming of funding over that 10-year period.

City staff began the SRTP process with a kick-off meeting, followed by data collection, information gathering, and public outreach activities in the community. Public participation included on-board surveys and workshops (poster sessions) at the Loel Senior Center, Lodi Public Library, and the Transit Station. LSC presented highlights of the “Draft” SRTP in a PowerPoint presentation at the March 26, 2019 Shirtsleeve meeting. The presentation consisted of an overview of existing transit services, recommendations for route modifications, service frequency, fare structure, marketing and financial strategies to enhance public transit services in Lodi, within the constraints of realistic future funding projections.

The proposed service modifications recommended in the SRTP include minor operational adjustments to each of the five fixed routes, policy and operational improvements to the GrapeLine, Dial-A-Ride, VineLine systems (including a student discount fare program), and updated projections for capital investment in facilities and vehicles.

Since the findings demonstrate that Lodi’s transit service is operating efficiently, satisfactorily serves the highest passenger volume activity centers and neighborhoods in Lodi, and that overall customer satisfaction is high, LSC is recommending the proposed service modifications be implemented on a “demonstration” basis to evaluate the service modifications permanent implementation. “Demonstration” projects are exempt from meeting the performance objectives set by SJCOG, thereby having no impact on Lodi’s Local Transportation Fund funding stream if the improvements fall short of target.

As recommended in the SRTP, and with Council’s approval, City staff will implement the recommended service modifications before the end of Fiscal Year 2019/20. There is sufficient funding to absorb the service modifications in the proposed Fiscal Year 2019/20 transit budget. All future year projections for operating and capital expenses will be budgeted accordingly and based on revenue projections provided by SJCOG.

APPROVED: ____________________________________________
Stephen Schwabauer, City Manager

K:\Transit\Short Range Transit Plan\2018 SRTP Update\Council Accept 6_5_19\CC Accept SRTP.doc 5/29/2019
Chapter 10 of the SRTP update summarizes the proposed operating and capital recommendations through Fiscal Year 2028/29, and is attached as Exhibit A. The full copy of the prepared Draft SRTP Update, including the Executive Report, is available for review at the Public Works Department, and on the City website.

FISCAL IMPACT: The additional operational costs for the proposed route changes and other proposed service enhancements are estimated to be $120,000 for Fiscal Year 2019/20. Due to phasing in the recommendations during the latter part of Fiscal Year 2019/20, the pro-rated costs will be absorbed in the proposed Fiscal Year 2019/20 transit budget. No general funds are utilized for transit operating or capital improvement costs. Transit is funded exclusively with FTA Section 5307 funds, TDA, Measure K, fare box revenue, and other miscellaneous revenue.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director
Prepared by Georgia Lantsberger, Transportation Manager
CES/GL/tdb
Attachment
INTRODUCTION

The following plan presents service enhancements, capital improvements, management plan elements and marketing and financial strategies to enhance public transit services in Lodi, within the constraints of realistic funding projections. It is based on a review of existing transit service and demand conditions, analysis of a wide range of alternatives, as well as public input. (A summary of public input opportunities provided in this study is included in Appendix C.) This chapter presents the individual plan elements in brief, based on the substantial discussions presented in previous chapters; the reader is encouraged to refer to previous chapters for additional background on the plan elements. The overall plan features are presented graphically in Figure 26.

SERVICE PLAN

The recommended service enhancements are listed below and depicted in Figure 26.

Fixed Route Service Recommendations

As discussed in detail below, the following fixed route service plan is recommended as a demonstration project that should be implemented and monitored for a minimum of six months:

- **Route 1** should be realigned to jog off of Lower Sacramento Road on West Elm Street to better serve ridership in the neighborhoods around the South Mills/West Lodi intersection and to provide running time on Route 3 to extend that route (as discussed below). To avoid the delay and hazard of traveling through the Safeway parking lot, the route should go north on Mills Avenue instead of Tienda Drive and return to Kettleman Lane on Tienda Drive. An additional stop should be placed on Lower Sacramento Road just north of the Safeway driveway to allow passengers to still board and alight in close proximity to the west end of the shopping mall. With these changes, Route 1 would still be 12.6 miles in length, which can be effectively operated in an hour. This modification provides running time on Route 3 needed to in turn allow Route 5 to be extended to Reynolds Ranch.

- **Route 2** should also be modified to move the route out of the Safeway parking lot. In addition, a second bus should be used to provide weekday half-hourly service on this popular route, with new departures from the Transit Center on the hour from 9 AM
Figure 26
Lodi SRTP Features

Revised Route Alignments
- Route 1
- Route 4
- Route 2
- Route 5
- Route 3
- Lodi Transit Station

Shift From Route 5 to Route 3
New Route Area
Move Stop out of the Parking Lot
Streamline Route
Half Hourly Route 2 Service
Shift From Route 3 to Route 4

PLAN FEATURES
- Revised Route 1-5 Scenario
- Half-hourly Service on Route 2
- Eliminate 3:30 PM Run on Sundays
- Marketing Improvements
- Adopt Goals and Objectives
- Purchase 38 Vehicles
- Improve Bus Stops, Bus Stop Access
- AVL on All Fixed Routes
- Online Fare Purchasing

Modify Timing to Reduce Travel Time
Extend Service to Reynolds Ranch
through 4 PM (ending the new service at 5 PM). In addition to providing more convenient service for Route 2 riders, it will improve options for transfers to Route 3 at the Transit Center, and improve options for transfers to and from Routes 1, 3, 4 and 5 at the Kettleman and Lower Sacramento Stop.

- **Route 3** should be extended to serve the northeast Lodi area, in order to provide more convenient service to this area, and to allow Route 5 service to shift from this area to the Reynolds Ranch area. This extension should depart the Downtown Transit Center along the Route 5 alignment as far as the Calaveras/Lockeford intersection. The bus should then continue east over SR 99 and serve the existing Route 5 loop (Beckman, Turner and Cluff), returning westbound on E. Lockeford Street and following the Route 5 alignment south on Stockton Street and west on Pine Street to the Transit Center. This will greatly reduce the overall travel time for trips between northeast Lodi and the Transit Center (and on to other destinations) currently provided by Route 5 and will also provide two different departure times from the Transit Center to various stops in northeast Lodi every hour. To provide the running time needed for this extension, Route 3 should travel along Ham Lane between Elm Street and Lockeford Street (rather than jogging west to Mills Avenue), with the area along Mills Avenue instead served by Route 1. In addition to shortening the route length, this will bypass much of the school traffic in the area. In addition, service should be eliminated south of West Kettleman Lane. Instead, West Kettleman Lane should be used between S. Ham Lane and Sylvan Way, with service to this southern area provided by Route 4, as discussed below.

- **Route 4** should be shifted off of S. Ham Lane between W. Kettleman Lane and W. Century Boulevard to serve the existing Route 3 stops in this area, via W. Century Boulevard, South Mills Avenue, Sylvan Way and Sand Creek Drive. The stops along W. Kettleman Lane would still be served by Routes 2 and 3. The only stops that would lose all service are along S. Ham Lane northbound at Chianti Drive (which serves 2.7 passengers per day, based on surveys) and southbound at Burgundy Lane (which does not typically serve any passengers). However, as the Chianti Drive stop is only a walk of a few minutes from stops on Kettleman Lane, the loss of ridership would be less than 140 passenger-trips annually. This revised route would be 12.0 miles in length (the same as the existing route).

- **Route 5** should be extended southward to provide stops in the Reynolds Ranch area, with a terminal loop around Rocky Lane and Reynolds Ranch Parkway. Specifically, the route should travel south on Reynolds Ranch Parkway, turn left (north) on the road west of Home Depot, left on Rocky Way and right onto Reynolds Ranch Parkway northbound. This rapidly-growing area is both a commercial center and employment center (with employees at both stores and at Blue Shield), and also includes the Revel Lodi senior community and nearby residential neighborhoods. (As this area develops, the route
could be modified to serve new land uses in this area). The running time needed to make this extension is provided by shifting the northwest Lodi service to Route 1, as discussed above.

While the existing Route 5 on-call stop serving the DMV office on Pixley Parkway should continue to be served, the published schedule should be revised to reflect the running time without the deviation. This deviation on Route 5 is served only 10 percent of the time. Instead of the vehicle waiting curbside in the middle of the route when the stop is not requested, the route should be scheduled as if a deviation is not requested, simply operating behind schedule for the once-a-day-on-average runs where a deviation is requested. This will provide improved service quality for the majority of the runs. A note should be added to the schedule that due to occasional deviation requests, the bus may operate up to 5 minutes after the published time, but will still allow passengers to transfer to other routes at the Transit Center.

- **Slightly Modify Weekend Fixed Routes:** The weekend routes should remain unchanged, with the exception of the revisions to Routes 1/30 and 2/22 to avoid traveling through the Safeway/Target Shopping Center and that the loop south of Harney Lane to serve Reynolds Ranch should be added to Route 5/31. As the resulting Route 5/31 would still be 12.0 miles in length and as the DMV on-call service is not available on weekends, the route can still be reliably operated in an hour.

- **Eliminate the 3:30 Runs on Sunday:** The low productive 3:30 PM runs should be eliminated on Sundays, in order to improve overall service productivity. While it will result in a loss of roughly 20 passenger-trips per Sunday, it will save $13,850 in public operating subsidy.

These fixed-route modifications (with the exception of the reduction in Sunday service) should be implemented for a minimum of six month on a demonstration basis. This reflects that ridership response may differ from the forecasts prepared in this study, and that operational issues may arise. Over this demonstration period, ridership and operational data should be collected, monitored and analyzed to address the following key questions:

- Is new ridership being generated by the extension of service to the Reynolds Ranch area? (At the end of six months, weekday passenger trips to or from these new stops should total at least 20.)

- Is new ridership being generated by the half-hourly service on Route 2? (At the end of six months, average weekday ridership on Route 2 should be increased by at least 40 passenger boardings.)
• Can the revised routes be operated with adequate on-time reliability, and provide adequate driver break time? (There should be no reduction in overall on-time reliability.)

• Have the modifications improved the service to the passengers? (After six months, a short on-board passenger survey should be conducted to identify whether the majority of ridership feel the modifications have either been a benefit or have resulted in no net change in the service.)

Depending on the results of these monitoring efforts, the following could occur:

• The fixed-route modifications continue as implemented.

• Changes in the modifications could be analyzed and implemented to address specific issues, or to improve on the modifications.

• The service could revert back to the existing plan.

**GrapeLine DAR and VineLine Service Recommendations**

In addition to these improvements to GrapeLine fixed routes, Chapter 6 outlines improvements to policies and operations of the VineLine and GrapeLine DAR program which should be followed. Included among those recommendations are:

• Continue to assess weekend DAR service ridership and continue to look for opportunities to combine weekend ADA routes, where possible.

• Through long-term participation in Access San Joaquin (ASJ), continue to move more DAR and ADA paratransit passengers to fixed-route services where appropriate and possible. Continue to regularly coordinate with ASJ and monitor client satisfaction with ASJ process.

• If cancellations and no-shows rate is consistently higher than 5%, consider strategies to reduce number of cancellations and no-shows. (See Chapter 6 for details)

• Manual review of automatically generated schedules to help catch conflicts and issues.

• Enhanced service monitoring.
• Centralized call center for reservations; evaluate long-term as a potential offshoot of ASJ.

• Coordination of services in outlying areas of City of Lodi and surrounding communities.

• Continue to seek additional revenue sources for DAR and paratransit.

**Service Plan Impacts**

Table 29 depicts the annual operating cost for GrapeLine, including the base case cost plus additional recommendations. The costs assume a 2.3 percent annual inflation rate. As shown, the various plan elements will add $120,000 to the first year of the plan period (a 3.5 percent increase over the base case), rising to a $250,000 increase (5.9 percent) in the final year of the ten-year plan.

<table>
<thead>
<tr>
<th>Table 29: Lodi SRTP Estimated Annual Operating Cost</th>
<th>Fiscal Year</th>
<th>10-Year Plan Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Case Operating Cost (1)</td>
<td>$3,432</td>
<td>$3,510</td>
</tr>
<tr>
<td>Service Plan Elements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route Realignment</td>
<td>$26</td>
<td>$27</td>
</tr>
<tr>
<td>Half-Hourly Route 2 Service 9AM-5PM</td>
<td>$110</td>
<td>$113</td>
</tr>
<tr>
<td>Subtotal: Service Plan Elements</td>
<td>$120</td>
<td>$120</td>
</tr>
<tr>
<td>Percent Change</td>
<td>3.5%</td>
<td>3.4%</td>
</tr>
<tr>
<td>Additional Activities (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increased Marketing</td>
<td>$0</td>
<td>$63</td>
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<tr>
<td>Increased Bus Stop Maintenance</td>
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<td>$80</td>
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<td>Total Operating Cost (2)</td>
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<tr>
<td>Percent Change</td>
<td>3.5%</td>
<td>5.7%</td>
</tr>
</tbody>
</table>

Note 1: Per 2019/20 draft budget; includes variable and fixed operating costs; assumes 2.3% annual inflation.
Note 2: Assumes additional activities are implemented in 2020/21.
Source: LSC Transportation Consultants, Inc.

Ridership projections for all alternatives are based on the demographics of the area as well as historical ridership trends, peer system comparisons and studies of how ridership has responded in similar systems to similar changes. Typically, it takes two years for expanded services to reach full ridership potential if the service is well advertised. The base ridership is expected to increase by approximately half the rate of population growth in the area (0.065 percent annually) reflecting trends in the past several years. The resulting ridership forecasts are shown in Table 30. Ridership is forecast to increase by 8.3 percent in the first year of the plan (25,000 new boardings), rising to 12.8 percent (41,000 new boarding) in the long-term. Significantly, the percentage ridership increase is more than twice the percentage increase in...
operating cost, indicating a substantial improvement in the overall cost efficiency of the transit program.

Table 30: Lodi SRTP Estimated Annual Ridership

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<tbody>
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<td><strong>Base Case</strong> [1]</td>
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<tr>
<td>Fixed Route</td>
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<td>274</td>
<td>276</td>
<td>278</td>
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<td>282</td>
<td>283</td>
<td>285</td>
<td>287</td>
<td>289</td>
<td>2,807</td>
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<tr>
<td>DAR</td>
<td>31</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>33</td>
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<td>312</td>
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<td>316</td>
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<tr>
<td>Route Realignment</td>
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<td>22</td>
<td>22</td>
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<td>23</td>
<td>23</td>
<td>23</td>
<td>23</td>
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<td>Half-Hourly Route 2 Service 9AM-5PM</td>
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<td>16</td>
<td>18</td>
<td>19</td>
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<td>19</td>
<td>19</td>
<td>19</td>
<td>19</td>
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<td>180</td>
</tr>
<tr>
<td>Eliminate Sunday 3:30 PM Runs</td>
<td>-1</td>
<td>-1</td>
<td>-1</td>
<td>-1</td>
<td>-1</td>
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<td>Total</td>
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<td>41</td>
<td>41</td>
<td>41</td>
<td>41</td>
<td>383</td>
</tr>
<tr>
<td><strong>Percent Increase</strong></td>
<td>8.3%</td>
<td>11.5%</td>
<td>12.8%</td>
<td>12.8%</td>
<td>12.8%</td>
<td>12.8%</td>
<td>12.8%</td>
<td>12.8%</td>
<td>12.8%</td>
<td>12.8%</td>
<td>12.2%</td>
</tr>
<tr>
<td><strong>Total Ridership</strong></td>
<td>329</td>
<td>341</td>
<td>347</td>
<td>349</td>
<td>352</td>
<td>354</td>
<td>357</td>
<td>359</td>
<td>361</td>
<td>364</td>
<td>3,513</td>
</tr>
</tbody>
</table>

Note 1: Base case ridership assumed to grow at half the pace of population growth (0.67% annually).
Source: LSC Transportation Consultants, Inc.

Table 31 shows the estimated fare revenue, based on the projected ridership. The added passengers increase farebox revenues by $12,000 in the first year of the plan, rising to $20,000 per year by the end of the plan period (an 8.3 percent increase).

Table 31: Lodi SRTP Estimated Annual Farebox Revenues

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<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Route</td>
<td>$161</td>
<td>$162</td>
<td>$163</td>
<td>$164</td>
<td>$165</td>
<td>$167</td>
<td>$168</td>
<td>$169</td>
<td>$170</td>
<td>$171</td>
<td>$1,660</td>
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<tr>
<td>DAR</td>
<td>$60</td>
<td>$61</td>
<td>$61</td>
<td>$62</td>
<td>$62</td>
<td>$63</td>
<td>$63</td>
<td>$64</td>
<td>$64</td>
<td>$64</td>
<td>$623</td>
</tr>
<tr>
<td>Total</td>
<td>$221</td>
<td>$223</td>
<td>$224</td>
<td>$226</td>
<td>$227</td>
<td>$229</td>
<td>$231</td>
<td>$232</td>
<td>$234</td>
<td>$235</td>
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<td><strong>Service Plan Elements</strong></td>
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<td></td>
</tr>
<tr>
<td>Route Realignment</td>
<td>$7</td>
<td>$9</td>
<td>$11</td>
<td>$11</td>
<td>$11</td>
<td>$11</td>
<td>$11</td>
<td>$11</td>
<td>$11</td>
<td>$11</td>
<td>$103</td>
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<tr>
<td>Half-Hourly Route 2 Service 9AM-5PM</td>
<td>$6</td>
<td>$8</td>
<td>$9</td>
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<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>$9</td>
<td>$86</td>
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<tr>
<td>Eliminate Sunday 3:30 PM Runs</td>
<td>-$1</td>
<td>-$1</td>
<td>-$1</td>
<td>-$1</td>
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<td>$19</td>
<td>$19</td>
<td>$20</td>
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<td>$182</td>
</tr>
<tr>
<td><strong>Percent Increase</strong></td>
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<td>7.5%</td>
<td>8.3%</td>
<td>8.3%</td>
<td>8.3%</td>
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<td>8.3%</td>
<td>8.3%</td>
<td>8.0%</td>
</tr>
<tr>
<td><strong>Net Farebox Revenues</strong></td>
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<td>$240</td>
<td>$243</td>
<td>$245</td>
<td>$246</td>
<td>$248</td>
<td>$250</td>
<td>$251</td>
<td>$253</td>
<td>$255</td>
<td>$2,465</td>
</tr>
</tbody>
</table>

Note 1: Base case ridership assumed to grow at half the pace of population growth (0.67% annually).
Source: LSC Transportation Consultants, Inc.
Capital Improvements

Transit services require ongoing capital investment in facilities and rolling stock. Capital investments in both vehicles and passenger amenities can also attract additional riders, while improving the quality of service and safety/security of existing riders. In addition, investment in ongoing maintenance of passenger amenities will address some of the issues of vandalism at stops, and investment in fareboxes and DoubleMap will benefit customers and operators. The Capital Plan is presented in Table 32, and discussed below.

Table 32: Lodi GrapeLine & VineLine SRTP Capital Plan

<table>
<thead>
<tr>
<th>Plan Element</th>
<th>Fiscal Year</th>
<th>10-Year Plan Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019-2020-21</td>
<td>2022-2023-24</td>
</tr>
<tr>
<td>Number of Buses</td>
<td>$0 $2,766 $3,419</td>
<td>$0 $2,516</td>
</tr>
<tr>
<td>Total Cost (1).</td>
<td>$0 $41 $49</td>
<td>$0 $91 $49</td>
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<tr>
<td>AVL on Fixed Route Vehicles</td>
<td>$0 $570</td>
<td>$0 $0 $45</td>
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<tr>
<td>Bus Stop Improvement Program</td>
<td>$0 $0 $125</td>
<td>$17 $18 $19</td>
</tr>
<tr>
<td>Fare Payment Software &amp; Maintenance</td>
<td>$0 $0 TBD</td>
<td>TBD $0 $0</td>
</tr>
<tr>
<td>Sunset Village Transit Hub</td>
<td>$0 $3,377 $3,468</td>
<td>$125 $2,623</td>
</tr>
</tbody>
</table>

Note 1: All costs include 3 percent annual inflation. Bus stop improvement and passenger accessibility planned for 2020/21; assumes $50,000 investment (plus inflation) in bus stop improvements annually thereafter.
Source: LSC Transportation Consultants, TBD = To Be Determined

- **Vehicles:** Lodi will need to replace 15 fixed route vehicles and 23 fixed route/DAR vehicles in the plan period. The cost of vehicles over the plan period is estimated at $20,149,000. Starting in 2026, vehicles will be Battery Electric Buses, per State requirements.

- **AVL Technology:** To enhance services, it is recommended that the fixed route vehicles be equipped with AVL technology, which will add an estimated $8,000 per vehicle. As shown in Table 32, this will add an estimated $313,000 in capital cost over the plan period.

- **Bus Stop Improvements:** A large bus stop improvement program to improve shelters and accessibility to stops is planned for 2020/21, and replacement of five shelters every four years is included in the plan. This is projected to cost a total $664,000 over the plan period. In the Reynolds Ranch area, two stops are already available (with pullouts and shelters) along Reynolds Ranch Parkway just to the south of Rocky Way and Lebaron
Boulevard, though a stop on Rocky Way closer to Costco and Dick’s Sporting Goods should also be considered.

- Online fare purchasing software and continued maintenance is recommended (starting in 2022/23), adding $235,000 over the plan period.

- The Sunset Village Hub will need to be evaluated and engineered, and the cost is yet to be determined.

The total cost of capital equipment over the plan period is estimated at $21,361,000, as shown in Table 32.

**MARKETING PLAN**

The marketing ideas outlined in Chapter 9 should be implemented, with the priorities to include:

- Continued branding and upkeep of vehicles and bus stops to ensure a positive image of transit.

- Continued updates to the website to optimize navigation to key information and to improve compatibility with smartphones.

- Continue publishing and making available print materials, particularly at senior housing, social service agencies and other locations which serve transit dependent populations.

- Regular messaging through social media and DoubleMap.

- Outreach to schools and senior centers.

- Enhanced use of social media.

Marketing is currently under-funded, and the marketing budget should be increased to approximately 2 percent of the total budget, or an additional $63,000 beginning in Fiscal Year 2020-21, as shown in Table 29. The increased funding could be used by Lodi staff for increased outreach and social media activities, potentially with a part time position, or increased through a larger role by the contractor.
INSTITUTIONAL PLAN

Adopt Updated Goals and Performance Measures

The City of Lodi staff should review goals, objectives and standards presented in Chapter 3 and Table 15, and adopt performance measures which are in line with current operating conditions while still providing appropriate incentives to improve services.

Explore City of Lodi Operation of Hopper and Commuter Routes

Routes 23, 723 and 93 all serve both Lodi and Stockton and are currently provided by RTD. Lodi should explore the costs (including capital costs) and other issues associated with the City operating the services instead of RTD. Chapter 9 lists numerous considerations for undertaking this analysis.

FINANCIAL PLAN

Modifications to the Fare Structure

A day-pass is recommended, along with elimination of transfers. This will have a negligible impact on revenues, but will improve rider convenience and eliminate potential abuse of transfers.

In addition, Lodi should consider providing discounted fares for local students, using new funding sources. This is common in many other transit systems, and can be effective in expanding ridership, helping solve traffic issues around school bell times and helping to encourage a new generation of transit users.

Rely on a Wide Range of Sources to Fund Transit Services and Capital Improvements

The results of Tables 29 through 32 were used to develop the Financial Plan, as presented for each of the ten years of the Short Range Transit Plan period in Table 33. In addition to passenger fare revenues, this Financial Plan incorporates the following funding sources:

- FTA Section 5307, Urban funds for ongoing operating costs.
- Local Transportation Funds for ongoing operating costs.
- Measure K to subsidize ongoing operating costs.
### Table 33: Lodi SRTP Financial Plan

**Numbers in Thousands**

<table>
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<td>Base Case Costs</td>
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<td>LTF Transit</td>
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| **CAPITAL PLAN**     |             |         |         |         |         |         |         |         |         |         |         |         |
| Capital Costs (From Table 32) |             | $0      | $3,377  | $3,468  | $125    | $2,623  | $63     | $3,915  | $5,541  | $19     | $2,230  | $21,361 |
| Capital Revenues     |             |         |         |         |         |         |         |         |         |         |         |         |
| Federal 5339 - Vehicles |             | $0      | $2,213  | $2,735  | $0      | $2,013  | $0      | $3,078  | $4,378  | $0      | $1,703  | $16,120 |
| Federal 5339 - Facilities |             | $0      | $489    | $40     | $100    | $86     | $50     | $54     | $54     | $15     | $81     | $970    |
| LTF - For 20% Local Match |             | $0      | $675    | $694    | $25     | $525    | $13     | $783    | $1,108  | $4      | $446    | $4,272  |
| Total Capital Revenues |             | $0      | $3,377  | $3,468  | $125    | $2,623  | $63     | $3,915  | $5,541  | $19     | $2,230  | $21,361 |
| Anticipated LTF Allocation |             | $2,519  | $2,577  | $2,636  | $2,697  | $2,759  | $2,822  | $2,887  | $2,953  | $3,021  | $3,091  | $27,961 |
| Total LTF Expenditures (Op & Cap) |             | $1,326  | $2,108  | $2,176  | $1,541  | $2,074  | $1,607  | $2,413  | $2,784  | $1,727  | $2,207  | $19,963 |
| Anticipated Unallocated LTF Revenues |             | $1,193  | $469    | $459    | $1,156  | $684    | $1,215  | $474    | $169    | $1,294  | $884    | $7,998  |

**Note 1:** Includes the passenger fares identified in Table 30, minus LCTOP funds, which will be applied to offset student fares.

**Note 2:** LTF is applied to meet operating needs based on amount of anticipated additional operating revenues.

**Note 3:** FTA 5307 is assumed at existing levels, increasing with the rate of inflation.

**Note 4:** Miscellaneous includes: advertising, solar, Greyhound commission, CNG sales, damage to property, investment earnings, reimbursable charges.

**Note 5:** Requires 20 percent local match

**Note 6:** 2019/20 allocation of $2,518,766, plus 2.3 percent annual rate of inflation.

Source: LSC Transportation Consultants, Inc.
- Miscellaneous revenues (Advertising, CNG sales, etc.) for ongoing operating costs.

- Local Transportation Funds are also used for facility and bus stop improvements.

The FTA 5339 Formula Capital Program is the key source of funding for vehicle purchases and technology improvements, as well as passenger amenities. TDA funds are also used for capital purposes.

As shown in Table 33, both the operating financial plan and the capital financial plan are balanced in each of the plan years. While the annual total LTF requirements will vary over the plan period, it will remain within the total LTF available to the City of Lodi. LTF revenues will cover approximately 37 to 39 percent of operating costs each year, while FTA 5307 will cover approximately 39 percent of operating costs. Fare revenues will cover approximately 6.2 percent each year, compared to approximately 5.6 percent currently.
RESOLUTION NO. 2019-____

A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING THE CITY OF LODI SHORT-RANGE
TRANSIT PLAN UPDATE

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

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby
adopt the City of Lodi Short-Range Transit Plan update; and

BE IT FURTHER RESOLVED that the Short-Range Transit Plan update is on file
in the Public Works Department and available for public review.

Dated: June 5, 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 June 5, 2019, by the following vote:

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

JENNIFER M. FERRAILO
City Clerk
CITY OF LODI
COUNCIL COMMUNICATION

AGENDA ITEM C-13

AGENDA TITLE: Adopt Resolution Supporting the Reducing Crime and Keeping California Safe Act of 2020

MEETING DATE: June 5, 2019

PREPARED BY: City Clerk


BACKGROUND INFORMATION: On May 2, 2019, the City received correspondence from Bill Romanelli, on behalf of Keep California Safe Coalition, requesting the City Council adopt a resolution supporting the Reducing Crime and Keeping California Safe Act of 2020.

This initiative, which is already supported by dozens of cities, counties, law enforcement agencies, and victims’ rights groups, would help improve public safety in California by:

- Reclassifying crimes that are currently listed as “non-violent” – including rape of an unconscious person, sex trafficking of a child, and 14 other serious crimes – as “violent” to help prevent the early release of inmates convicted of these crimes;
- Reforming the parole system to stop the early release of violent felons, expanding parolee oversight, and strengthening penalties for parole violations;
- Reforming theft laws to restore accountability for serial thieves and organized theft gangs; and
- Expanding DNA collection to include those convicted of drug, theft, domestic violence and other serious crimes to help solve rape, murder, and other violent crimes – and to exonerate those wrongly accused.

A copy of the request, the text of the bill, and proposed resolution of support is attached for Council’s review and consideration.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_______________________________
Jennifer M. Ferraiolo
City Clerk

APPROVED: _______________________
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Reducing Crime Act_LegislationSupport.doc
Jennifer Ferraiolo

From: Bill Romanelli <bromanelli@fsbcorestrategies.com>
Sent: Thursday, May 2, 2019 3:26 PM
To: Jennifer Ferraiolo
Subject: Request for City Council Resolution
Attachments: public-safety-initiative-sample-city-resolution.docx

Dear Ms. Ferraiolo:

Thanks again for your help on the phone just now - my name is Bill Romanelli – on behalf of the Keep California Safe Coalition, I am writing to ask your assistance in presenting a resolution to the City Council in support of the “Reducing Crime and Keeping California Safe Act of 2020.”

This initiative, which is already supported by dozens of cities, counties, law enforcement agencies and victims’ rights groups, would help improve public safety in California by:

- Reclassifying crimes that are currently listed as “non-violent”—including rape of an unconscious person, sex trafficking of a child, and 14 other serious crimes—as “violent” to help prevent the early release of inmates convicted of these crimes,
- Reforming the parole system to stop the early release of violent felons, expand parolee oversight, and strengthen penalties for parole violations,
- Reforming theft laws to restore accountability for serial thieves and organized theft gangs, and
- Expanding DNA collection to include those convicted of drug, theft, domestic violence and other serious crimes to help solve rape, murder and other violent crimes — and to exonerate those wrongly accused.

Sample resolution text is attached for convenience. You can also find a list of [current coalition supporters here](#) and you can find much more information, fact sheets and other resources on the [Keep California Safe website](#) if you need them. Of course I would also be happy to answer any questions.

Thank you very much for your consideration. I look forward to hearing from you.

Best –

Bill

---

Bill Romanelli | Sr. Vice President – Public Affairs
1800 J Street | Sacramento, CA 95811
P: 916-448-4234 | f: 916-448-5933
bill@fsbcorestrategies.com
www.fsbcorestrategies.com
INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The Attorney General of California has prepared the following circulating title and summary of the chief purpose and points of the proposed measure:

(17-0044) Restricts parole for non-violent offenders. Authorizes felony sentences for certain offenses currently treated only as misdemeanors. Initiative statute. Imposes restrictions on parole program for non-violent offenders who have completed the full term for their primary offense. Expands list of offenses that disqualify an inmate from this parole program. Changes standards and requirements governing parole decisions under this program. Authorizes felony charges for specified theft crimes currently chargeable only as misdemeanors, including some theft crimes where the value is between $250 and $950. Requires persons convicted of specified misdemeanors to submit to collection of DNA samples for state database. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments. Increased state and local correctional costs likely in the tens of millions of dollars annually related to processing probation revocations and additional felony theft filings. Increased state and local law enforcement costs not likely to exceed a couple million dollars annually related to collecting and processing DNA samples from additional offenders.

To the Honorable Secretary of State of California:

We, the undersigned, registered, qualified voters of California, residents of the County (or City and County) referenced on the signature page of this petition, hereby propose amendments to the California Penal Code relating to parole, serial theft, and DNA collection from convicted criminals, and petition the Secretary of State to submit the same to the voters of California for their adoption or rejection at the next succeeding general election or at any special statewide election held prior to that general election or as otherwise provided by law. The proposed statutory amendments (full title and measure of the text) read as follows:

SEC. 1. TITLE

This act shall be known and may be cited as the Reducing Crime and Keeping California Safe Act of 2018.

SEC. 2. PURPOSES

This measure will fix three related problems created by recent laws that have threatened the public safety of Californians and their children from violent criminals.

A. Reform the parole system so violent felons are not released early from prison, strengthened oversight of post release supervision, and tightened penalties for violations of terms of post release community supervision;
B. Reform the parole system to restore accountability for serial thieves and organized theft rings, and
C. Expand DNA collection from persons convicted of drug, thief, and domestic violence related crimes to help solve violent crimes and extenuate the innocent.

SEC. 3. FINDINGS AND DECLARATIONS

A. Prevent Early Release of Violent Felons

1. Protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison;
2. Since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI;
3. Recent changes to parole laws allowed the early release of dangerous criminals by the law’s failure to define certain crimes as “violent.” These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, robbery with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered “non-violent” offenders.

B. Voting authority are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Watteir Police Officer, Keith Boyer.

C. Californians need better protection from such violent criminals.

D. Californians need better protection from felons who repeatedly violate the terms of their post release community supervision.

E. This measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations.

F. Californians need better protection from such violent criminals. This measure reforms the law to define such crimes as violent felonies for purposes of early release.

10. Nothing in this act is intended to create additional "strike" offenses which would increase the state prison population.

11. Nothing in this act is intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits.

B. Reform Parole system to address accountability for serial thieves and organized theft rings

1. Recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal.

2. As a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was $2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years.

3. Individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges’ ability to order individuals convicted of repeated theft crimes to to enter into effective drug treatment programs.

4. California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those people to try to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms.

C. Reform DNA collection from Convicted Violent Crime

1. Collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals.

2. DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape-murder of an 83-year-old woman.

3. Recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure renews DNA collection from persons convicted for such offenses.

4. Permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted.

5. This measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

SEC. 4. PAROLE CONSIDERATION

Section 3083 of the Penal Code is amended to read:

[Language added to an existing section of law is designated in [underlined] type and language deleted is designated in [struck-through] type]

(a) Except as otherwise provided in this section, an inmate who is released on parole or postrelease supervision as provided by Title 2.05 (commencing with Section 3450) shall be returned to the county that was the last legal residence of the inmate and not to the county of his or her incarceration. For purposes of this subdivision, “last legal residence” shall not be construed to mean the county wherein the inmate committed an offense while confined in a state prison or local jail facility while confined for treatment in a state hospital.

(b) Notwithstanding subdivision (a), an inmate may be returned to a county if that county’s best interests of the public. If the Board of Parole Hearings setting the conditions of parole for inmates sentenced pursuant to subdivision (b) of Section 1170, as determined by the parole consideration panel, or the Department of Corrections and Rehabilitation setting the conditions of parole for inmates sentenced pursuant to Section 1170, decides on a return to another county, it shall place its reasons in writing in the parolee’s permanent record and include these reasons in the notice to the sheriff or chief of police pursuant to Section 3058.6. In making its decision, the parole authority shall consider, among others, the following factors, giving the greatest weight to the protection of the victim and the safety of the community:

(1) The need to protect the life or safety of a victim, the parolee, a witness, or any other person.

(2) Public concern that would reduce the chance that the inmate’s parole would be successfully completed.

(3) The verified existence of a work offer, or an educational or vocational training program.

(4) The presence of family in another county with whom the inmate has maintained strong ties and whose support would increase the chance that the inmate’s parole would be successfully completed.

(c) The Department of Corrections and Rehabilitation, in determining an out-of-county commitment, shall give priority to the safety of the community and any witnesses and victims.

(d) In making its decision about an inmate who participated in a joint venture program pursuant to Article 1.3 (commencing with Section 2717.1) of Chapter 5, the parole authority shall give serious consideration to releasing him or her to the county where the joint venture program employer is located if that employer states to the parole authority that he or she intends to employ the inmate upon release.

(e) The following information, if available, shall be released by the Department of Corrections and Rehabilitation to local law enforcement agencies regarding a paroled inmate or inmate placed on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) who is released in their jurisdictions:

(1) Last, first, and middle names.

(2) Sex, race, height, weight, and hair and eye color.

(3) Date of parole or placement on postrelease community supervision and discharge.
(E) Registration status, if the inmate is required to register as a result of a controlled substance, sex, or arson offense.
(F) California Criminal Information Number, FBI number, social security number, and driver’s license number.
(G) County of commitment.
(H) A description of scars, marks, and tattoos on the inmate.
(I) Offense or offenses for which the inmate was convicted that resulted in parole or postrelease community supervision in this jurisdiction.
(J) Address, including all of the following information:
   (i) Street name and number. Post office box numbers are not acceptable for purposes of this subparagraph.
   (ii) City and ZIP Code.
   (iii) Date that the address provided pursuant to this subparagraph was proposed to be effective.
(K) County of commitment, including all of the following information:
   (i) Name and telephone number of each contact officer.
   (ii) Contact unit type of each contact officer such as units responsible for parole, registration, or county probation.
   (L) A digitized image of the photograph and at least a single digit fingerprint of the parolee.
(M) A geographic coordinate for the inmate’s residence location for use with a Geographical Information System (GIS) or comparable computer program.

(2) Copy of the record of supervision during any prior period of parole.
(2) Unless the information is unavailable, the Department of Corrections and Rehabilitation shall electronically transmit accurate and current information to the county agency identified in subdivision (a) of Section 3451 the inmate’s tuberculosis status, specific medical, mental, and outpatient clinical needs, and any personal services or disabilities for the county to consider as the offender transitions onto postrelease community supervision pursuant to Section 3450, for the purpose of maintaining the medical and mental health needs of the individual. All transmissions to the county agency shall be in compliance with applicable provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), the federal Health Information Technology for Clinical Health Act (HITECH) (Public Law 111-095), and the provisions of privacy and security regulations in Parts 160 and 164 of Title 45 of the Code of Federal Regulations. This paragraph shall not take effect until the Secretary of the United States Department of Health and Human Services, or his or her designee, determines that this provision is not preempted by HIPAA.
(3) Except for the information required by paragraph (2), the information required by this subdivision shall come from the statewide parole database. The information obtained from each source shall be based on the same timeframe.
(4) All of the information required by this subdivision shall be provided utilizing a computer-to-computer transfer in a format usable by a desktop computer system by the county agency to which the transfer of this information shall be continually available to local law enforcement agencies upon request.
(5) Upon a centralized release or receipt of the information described in this subdivision, a violation of Section 11143.
(5) Notwithstanding any other law, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or witness to, a violent felony as defined in paragraph (1) of subdivision (a) of Section 667.5 or a felony in which the defendant inflicted great bodily injury on a person other than an accomplice or person acting in concert before or after the effective date of this section, regardless of when the sentence was imposed.

Section 3040.1 is added to the Penal Code to read:
(a) For purposes of early release or parole consideration under the authority of Section 32 of Article I of the Constitution, Sections 12808.5 and 12808.5 of the Government Code, Sections 2000.1, 2001.5, 3041.7, 2002.5, 2000.5, 5004, 5005, 5006, and 5007 of the Code and the rulemaking authority granted by Section 5058 of this Code, the following shall be defined as "violent felony offenses":
   (1) Murder or voluntary manslaughter.
   (2) Mayhem.
   (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262;
   (4) Sodomy as defined in subdivision (a) or (c) of Section 286; or
   (5) Oral copulation as defined in subdivision (c) or (d) of Section 284a; or
   (6) Lewd or lascivious acts as defined in subdivision (a) or (b) of Section 288; or
   (7) Any felony punishable by death or imprisonment in the state prison for life; or
   (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after January 1, 1977, or as provided prior to July 1, 1977, in Sections 233, 234, and 461, or any felony in which the defendant uses a firearm which has been charged and proved as provided in subdivision (a) of Section 12022.3 or Section 12022.5.
(b) Any robbery.
(c) Any arson, in violation of subdivision (a) or (b) of Section 451.
(d) Sexual penetration as defined in subdivision (a) or (j) of Section 288; or
(e) Attempted murder.
(f) A violation of Section 187, 1870, or 1875; or
(g) Kidnapping.
(h) Assault with the intent to commit a specified felony, in violation of Section 220; or
(i) Continuous sexual abuse of a child, in violation of Section 288.5.
(j) Cur TJacking, as defined in subdivision (a) of Section 215; or
(k) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
(l)III. Exception as defined in Section 518, which would constitute a felony violation of Section 186.22.
(m) Threats to victims or witnesses, as defined in subdivision (c) of Section 136.1.
(n) Any burglary of the first degree, as defined in subdivision (a) of Section 466, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
(o) Any violation of Section 12022.5; or
(p) Any violation of subdivision (b) or (c) of Section 11418.
(q) Solicitation to commit murder.
(r) Felony assault with a firearm in violation of subdivision (a) or (b) of Section 245.
(s) Felony assault with a deadly weapon in violation of paragraph (1) of subdivision (a) of Section 245.
(t) Felony assault with a deadly weapon upon the person of a peace officer or firefighter in violation of subdivisions (c) and (d) of Section 245.
(u) Felony assault by means of force likely to produce great bodily injury in violation of paragraph (4) of subdivision (a) of Section 245.
(v) Assault with a corrosive chemical in violation of Section 245.
(w) False imprisonment in violation of subdivision (c) of Section 261;
(x) Felony discharging a firearm in violation of Section 246;
(y) Discharge of a firearm from a motor vehicle in violation of subdivision (c) of Section 261;
(z) Felony domestic violence resulting in a traumatic condition in violation of Section 273.5;
(aa) Felony use of force or threats against a witness or victim of a crime in violation of Section 1460;
(bb) Felony resisting a peace officer and causing death or serious injury in violation of Section 148.1;
(cc) A felony hate crime punishable pursuant to Section 422.2.
(dd) Felony elder or dependent adult abuse in violation of subdivision (b) of Section 368.
(ee) Rape in violation of paragraphs (1), (3), or (4) of subdivision (a) of Section 261.
(ff) Rape in violation of Section 262;
(gg) Sexual penetration in violation of subdivision (b), (d), or (e) of Section 286;
(hh) Sodomy in violation of subdivision (f), (g), or (i) of Section 286;
(ii) Oral copulation in violation of subdivision (f), (g), or (i) of Section 286;
(jj) Abduction of a minor for purposes of prostitution in violation of Section 267;
(kk) Human trafficking in violation of subdivision (a), (b), or (c) of Section 236.1;
(ll) Child abuse in violation of Section 273a;
(mm) Possessing, expediting, or obtaining a destructive device in violation of Section 18704;
(nn) Two or more violations of subsection (c) of Section 454;
(oo) Any attempt to commit an offense described in this subdivision;
(pp) Any felony in which it is pled and proven that the Defendant personally used a dangerous or deadly weapon;
(qq) Any offense resulting in lifetime sex offender registration pursuant to Sections 290 or 280.9.

(51) Any conspiracy to commit an offense described in this section.

(b) The provisions of this section shall apply to any inmate receiving a custodial sentence on or after the effective date of this section, regardless of when the sentence was imposed.

Section 3040.2 is added to the Penal Code to read:
(a) Upon conducting a nonviolent offender parole consideration review, the hearing officer for the Board of Parole

(b) The provisions of this section shall apply to any inmate receiving a custodial sentence on or after the effective date of this section, regardless of when the sentence was imposed.
Hearings shall consider all relevant, reliable information about the person.
(b) The standard of review shall be whether the inmate will pose an unreasonable risk of creating victims as a result of conviction or release, including involvement in other criminal conduct. The court will consider the following factors:
(1) Circumstances surrounding the current conviction;
(2) Prior criminal history, including involvement in other criminal conduct, both juvenile and adult, which is reliable documented;
(3) The nature and institutional behavior including both rehabilitative programming and institutional misconduct;
(4) Any input from the inmate, any victim, whether registered or not at the time of the review, and the proceeding, whether in-person or by video;</p>

The inmate’s past and present mental condition as documented in records in the possession of the Department of Corrections and shall be considered;
(6) The inmate’s past and present attitude about the crime;
(7) Any other information which bears on the inmate’s suitability for release.
(d) The following circumstances shall be considered by the hearing officer in determining whether the inmate is suitable for parole:
(1) Multiple victims involved in the current commitment offense;
(2) A victim was particularly vulnerable due to age or physical or mental condition;
(3) The inmate took advantage of a position of trust in the victimization of the crime;
(4) The inmate was armed with or used a firearm or other deadly weapon in the commission of the crime;
(5) A victim suffered great bodily injury during the commission of the crime;
(6) The inmate committed the crime in association with a criminal street gang;
(7) The inmate is a member of a leadership or dominant role over other participants in the commission of the crime; or, the inmate induced others to participate in the commission of the crime;
(8) During the commission of the crime, the inmate had a clear opportunity to cease but instead continued;
(9) The inmate has engaged in other reliably documented criminal activity which was an integral part of the crime for which the inmate is currently committed to prison;
(10) The manner in which the crime was committed created a substantial likelihood of serious injury to persons other than the victim of the crime;
(11) The inmate was on probation, parole, pre-release community supervision, mandatory supervision or was in custody and had escaped from custody at the time of the commitment offense;
(12) The inmate was on any form of pre- or post- sentence custody at the time of the commitment offense;
(13) The inmate’s prior history of violence, whether as a juvenile or adult;
(14) The inmate has engaged in misconduct in prison or jail;
(15) The inmate is incarcerated for multiple cases from the same or different counties or jurisdictions;
(16) The inmate has within 30 days of the hearing, been ordered by the hearing officer in determining whether the inmate is suitable for release:
(1) The inmate has not have a juvenile record of assaulting others or committing crimes with a potential of harm to victims;
(2) The inmate lacks any history of violent crime;
(3) The inmate has demonstrated remorse;
(4) The inmate’s present age reduces the risk of recidivism;
(5) The inmate has made realistic plans if released or has developed marketable skills that can be put to use upon release;
(6) The inmate’s institutional activities demonstrate an enhanced ability to function within the law upon release;
(7) The inmate participated in the crime under partially excusable circumstances which do not amount to a legal defense;
(8) The inmate had no apparent predisposition to commit the crime but was induced by others to participate in its commission;
(9) The inmate has a minimal or no criminal history;
(10) The inmate was a passive participant or played a minor role in the commission of the crime;
(11) The inmate committed the crime separately or due to an unusual situation unlikely to recur.

Section 3667.3 is added to the Penal Code to read:
(a) An inmate whose current commitment includes a concurrent, consecutive or stayed sentence for an offense or allegation defined as violent by subdivision (c) of
Section 3454 of the Penal Code is amended to read: [language added to an existing section of law is designat- ed in underscored type and language deleted is designated in strikeout type.]
(a) If the supervising county agency has determined, following application of its assessment processes, that the person is not in need of probation as authorized in subdivision (b) of Section 3454 are not appropriate, or if the supervising county agency has not approved the terms of his or her release for a third time, the supervising county agency shall petition the court pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision. The supervising county agency, on at least a week’s notice to the defendant, may obtain a warrant or other process, arrest the person and bring him or her before the supervising county agency established by the county board of supervisors pursuant to subdivision (a) of Section 3451. Additionally, any employee of the supervising county agency may seek a warrant and a court or its designated hearing officer appointed pursuant to Section 7622.5 of the Government Code shall have the authority to issue a warrant for that person’s arrest.
(b) The court or its designated hearing officer shall have the authority to issue a warrant for a person who is the subject of a petition filed under this section who has failed to appear for a hearing on the petition or for any reason in the interests of justice, or to remand to custody a person who does not appear on the petition on the petition for any reason in the interests of justice.
(c) A person subject to postrelease community supervision is otherwise serving a period of flash incarceration, whenever a person who is subject to this section is arrested, or with or without a warrant or the filing of a petition for revocation, the court may order the release of the person to a parole or pretrial release facility in accordance with any rules and the courts may conduct a new determination, or (2) subdivision (a) of Section 3456. The provisions of this chapter and its requirements for submission of specimens, samples, and print impressions as soon as administratively practicable shall apply to all qualified persons regarding any arrest, restraint, or diversion, including any sentence of death, life without the possibility of parole, or any other determination in the case of an adult who is tried as an adult, charged with a felony, and the person is diverted, fined, or referred for evaluation, and regardless of disposition rendered or placement made in the case of juvenile who is found to be in violation of any felony offense or is adjudicated under Section 602 of the Welfare and Institutions Code.
(e) The provisions of this chapter and its requirements for submission of specimens, samples, and print impressions as soon as administratively practicable shall apply to all qualified persons regarding any arrest, restraint, or diversion, including any sentence of death, life without the possibility of parole, or any other determination in the case of an adult who is tried as an adult, charged with a felony, and the person is diverted, fined, or referred for evaluation, and regardless of disposition rendered or placement made in the case of juvenile who is found to be in violation of any felony offense or is adjudicated under Section 602 of the Welfare and Institutions Code.
(f) Any person required by this chapter to provide specimens, samples, and print impressions as soon as administratively practicable shall apply to all qualified persons regarding any arrest, restraint, or diversion, including any sentence of death, life without the possibility of parole, or any other determination in the case of an adult who is tried as an adult, charged with a felony, and the person is diverted, fined, or referred for evaluation, and regardless of disposition rendered or placement made in the case of juvenile who is found to be in violation of any felony offense or is adjudicated under Section 602 of the Welfare and Institutions Code.
SEC. 5. DNA COLLECTION
Section 296 of the Penal Code is amended to read: [language added to an existing section of law is designat- ed in underscored type and language deleted is designated in strikeout type.]
(a) The following persons shall provide buccal swab samples, right thymusprints, and a full palm print impression of each hand, and any blood specimens or other biological specimens required pursuant to this chapter for law enforcement identification analysis:
(1) Any person, including any juvenile, who is convicted of or enters a guilty plea to or is found guilty by reason of insanity of any felony offense, or any juvenile who is adjudicated under Section 870 of the Welfare and Institutions Code for committing any felony offense.
(2) Any adult person who is arrested for or charged with any of the following felony offenses:
(A) Any felony offense specified in Section 290 or attempt to commit any felony offense described in Section 290, or any felony offense that imposes a person the duty to register in California according to Section 290.5 of the Penal Code.
(B) Murder or voluntary manslaughter or any attempt to commit murder or voluntary manslaughter.
(C) (1) Any person, including any juvenile, who is required to register under Section 290 through 290.099 or 571.7 of the California Evidence Code or any other law enforcement agency to notify the court that the reported collection of the specimens, samples, and print impressions required by law. However, a failure by the prosecuting attorney or any other law enforcement agency to notify the court shall not relieve a person of the obligation to provide specimens, samples, and print impressions pursuant to this chapter.
(f) If at any stage of court proceedings the prosecuting attorney determines that specimens, samples, and print impressions required by this chapter have not already been taken from any person, as defined under subdivision (a) of Section 296, the prosecuting attorney shall notify the court of that fact orally on the record, or in writing, that the court order collection of the specimens, samples, and print impressions required by law. However, a failure by the prosecuting attorney or any other law enforcement agency to notify the court shall not relieve a person of the obligation to provide specimens, samples, and print impressions pursuant to this chapter.
(g) If at any stage of court proceedings the prosecuting attorney determines that specimens, samples, and print impressions required by this chapter have not already been taken from any person, as defined under subdivision (a) of Section 296, the prosecuting attorney shall notify the court of that fact orally on the record, or in writing, that the court order collection of the specimens, samples, and print impressions required by law. However, a failure by the prosecuting attorney or any other law enforcement agency to notify the court shall not relieve a person of the obligation to provide specimens, samples, and print impressions pursuant to this chapter.
(i) Prior to final disposition or sentencing in the case the court shall inquire and verify that the specimens, samples, and print impressions required by this chapter have been obtained and that this fact is included in the abstract of judgment or dispositional order in the case of a juvenile. The abstract of judgment issued by the court shall indicate that the court has ordered the person to comply with the requirements of this chapter and that the person shall be included in the state’s DNA and Forensic Identification Data Base and Data Bank program and be subject to the requirements of this chapter.
(j) However, failure by the court to verify specimen, sample, and print impression collection or enter these facts in the abstract of judgment or dispositional order in the case of
a juvenile shall not invalidate an arrest, plea, conviction, or disposition, or otherwise relieve a person from the requirements of this chapter.

SEC. 6. SHOPLIFTING

Section 459.5 of the Penal Code is amended to read:

[language added to an existing section of law is designated in 

sloppily typeset]

(a) Notwithstanding Section 459, shoplifting is defined as entering a commercial establishment with intent to commit larceny of real retail property or merchandise while that establishment is open during regular business hours, where the value of the property that is taken or intended to be taken does not exceed nine hundred fifty dollars ($950). Any other entry into a commercial establishment with intent to commit larceny is burglary. Shoplifting shall be punished as a misdemeanor, except that a person with one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (a) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290 may be punished pursuant to subdivision (b) of Section 1170.

(b) Any act of shoplifting as defined in subdivision (a) shall be charged as shoplifting. No person who is charged with shoplifting may also be charged with burglary or theft of the same property.

(c) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(d) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(e) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484d, the unlawful use of an access card pursuant to Section 484a, theft from an older pursuant to subdivision (c) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 370.3, or the theft of an unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

Section 490.2 of the Penal Code is amended to read:

[language added to an existing section of law is designated in 

sloppily typeset]

(a) Notwithstanding Section 417 or any other provision of law defining grand theft, obtaining any property by theft where the value of the money, labor, real or personal property taken does not exceed nine hundred fifty dollars ($950) shall be considered petty theft and shall be punished as a misdemeanor, except that such person may instead be punished pursuant to subdivision (b) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (c) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.

(b) This section shall not be applicable to any theft that may be charged as an infraction pursuant to any other provision of law.

(c) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484d, the unlawful use of an access card pursuant to Section 484a, theft from an older pursuant to subdivision (c) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 370.3, or the theft of an unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

SEC. 7. SERIAL THEFT

Section 490.3 is added to the Penal Code to read:

(a) This section applies to the following crimes:

1. Petty theft;
2. Shoplifting;
3. Grand theft;
4. Burglary;
5. Carjacking;
6. Robbery;
7. A crime against an older or dependent adult within the meaning of subdivision (d) or (e) of Section 368;
8. Any violation of Section 496;
9. Unlawful taking or driving of a vehicle within the meaning of Section 10851 of the Vehicle Code.
10. Forgery.

11. The unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e.
12. Forgery of an access card pursuant to Section 484c.
13. The unlawful use of an access card pursuant to Section 484g.
14. Identity theft pursuant to Section 530.5.
15. The theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.
16. Notwithstanding subsection (b) of section 1170, subsections (2) and (4) of subdivision (a) of Section 1170, subsections (2) and (4) of subdivision (c) of Section 667, any person who, having been previously convicted of two or more of the offenses specified in subdivision (a), which offenses were committed on separate occasions, and who is subsequently convicted of petty theft or shoplifting where the value of the money, labor, or real or personal property taken exceeds two hundred fifty dollars ($250) shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (b) of Section 1170.
17. This section does not proscribe any person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 8. ORGANIZED RETAIL THEFT

Section 490.4 is added to the Penal Code to read:

(a) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(b) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(c) Any person, who, acting in concert with one or more other persons, commits two (2) or more thefts pursuant to Sections 459.5 or 490.2 of retail property or merchandise having an aggregate value exceeding two hundred fifty dollars ($250) and unlawfully takes such property during a period of one hundred eighty days (180) is guilty of organized retail theft.

(d) Notwithstanding subsection (b) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170, subsections (2) and (4) of subdivision (c) of Section 667, organized retail theft shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (b) of Section 1170.

(e) For purposes of this section, the value of retail property stolen by persons acting in concert may be aggregated into a single count or charge, with the sum of the value of all of the retail merchandise being the value considered in determining the degree of theft.

(f) An offense under this section may be prosecuted in any county in which an underlying theft could have been prosecuted as a separate offense.

(g) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 9. AMENDMENTS

This act shall not be amended by the Legislature except by a statute that furthers the purposes, findings and declarations of the Act and is passed in each house by roll call votes entered in the journal, three-fourths of the membership of each house concuring, or by a statute that becomes effective only when approved by the voters.

SEC. 10. SEVERABILITY

If any provision of this Act, or any part of any provision, or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications which can be given effect without the invalid or unconstitutional provision or application shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SEC. 11. CONFlicting INITIATIVES

(a) In the event that this measure and another measure addressing parole consideration pursuant to Section 32 of Article I of the Constitution, revocation of parole and parole release community supervision, DNA collection, or theft offenses appear on the same statewide ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the other measure or measures shall be null and void.
(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by voters in the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.
RESOLUTION NO. 2019-______
A RESOLUTION OF THE LODI CITY COUNCIL
SUPPORTING THE REDUCING CRIME AND KEEPING
CALIFORNIA SAFE ACT OF 2020

WHEREAS, protecting every person in our State, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters, and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, the FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California’s largest cities; and

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law’s failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders"; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the State prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the second-highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was $2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least 10 years; and

WHEREAS, grocery store operators around the State have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and
WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft-related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape, and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent, and free the wrongly convicted; and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted, or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby support the Reducing Crime and Keeping California Safe Act of 2020.

Date: June 5, 2019

I hereby certify that Resolution No. 2019-___ was passed and adopted by the Lodi City Council in a regular meeting held June 5, 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: Receive Report Regarding Communication Pertaining to Senate Bill 772 (Bradford) Long Duration Bulk Energy Storage: Procurement

MEETING DATE: June 5, 2019

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding communication pertaining to Senate Bill 772 (Bradford) Long Duration Bulk Energy Storage: Procurement.

BACKGROUND INFORMATION: The City received a request for communication from the Northern California Power Agency (NCPA) regarding Senate Bill (SB) 772 (Bradford) Long Duration Bulk Energy Storage: Procurement. There was a need to send a letter of concern immediately in light of a pending hearing.

SB 772 would require the California Independent System Operator (CAISO) to procure at least 2,000 megawatts (MW) and up to 4,400 MW of long-duration bulk energy storage, generally understood to mean pumped-hydroelectric energy storage. SB 772 would rely upon deliberations of the Federal Energy Regulatory Commission (FERC) to assess how the billions of dollars in procurement costs imposed by the bill would be passed on to electric utilities – and ultimately their customers – that participate in the CAISO, of which Lodi Electric is a participant. FERC’s determination to socialize costs could result in our utility customers paying for a resource that does not provide any energy delivery, reliability, or economic benefits to our customers.

The attached letter, electronically signed by the Mayor, was sent on May 22, 2019. A copy of the initial request, along with the text of the bill is also attached. This report is provided for informational purposes only, pursuant to policy.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____________________________
Jennifer M. Ferraiolo
City Clerk

APPROVED: ____________________
Stephen Schwabauer, City Manager

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The Honorable Steven Bradford  
State Senator, 35th District  
State Capitol, Room 2059  
Sacramento, CA 95814

RE: SB 772 (Bradford) Long Duration Bulk Energy Storage: Procurement – CONCERN

On behalf of the City of Lodi Electric Utility, I write to express concerns with your bill, SB 772, which would require the California Independent System Operator (CAISO) to procure at least 2,000 megawatts (MW) and up to 4,400 MW of long-duration bulk energy storage, generally understood to mean pumped-hydroelectric energy storage. SB 772 would rely upon deliberations of the Federal Energy Regulatory Commission (FERC) to assess how the billions of dollars in procurement costs imposed by the bill would be passed on to electric utilities – and ultimately their customers – that participate in the CAISO, of which Lodi Electric is a participant. FERC’s determination to socialize costs could result in our utility customers paying for a resource that does not provide any energy delivery, reliability, or economic benefits to our customers.

The City of Lodi Electric Utility is a not-for-profit, publicly owned electric utility overseen by a locally elected governing board that serves over 26,000 residents and businesses. Lodi Electric provides reliable and affordable electric service while meeting the state’s clean energy goals and procures a balanced portfolio, informed by the needs and input of our community. While we share your interest in finding solutions to support renewable energy integration, unfortunately, the path proposed in SB 772 raises significant concerns.

As a community-owned utility, we hear from our customers at regular public meetings of our governing board. They emphasize the importance of maintaining affordable electricity rates and share their concerns about rising costs. Our procurement planning balances these concerns while factoring in how the City of Lodi Electric Utility can most cost-effectively meet California’s energy and climate goals.

Beyond our utility’s individual planning efforts, there are already mechanisms to assess long-term resource needs on a broad, statewide scale. For example, under SB 100 (de Leon, 2018), the state’s energy planning agencies are mandated to conduct an assessment of achieving a 100% zero-carbon retail electric supply. Both state- and utility-level planning processes provide necessary analysis for determining the most feasible (from both cost and environmental perspectives) pathway for a carbon-free economy. However, procurement mandates, such as those prescribed by SB 772, would predetermine costly outcomes without robust consideration of the underlying need.

We appreciate your consideration of our concerns. Please do not hesitate to contact my office at (209) 333-6702 should you have any questions.

Sincerely,

Mark Chandler  
Mayor

cc: The Honorable Cathleen Galgiani
NCPA must **STRONGLY OPPOSE SB 772**, as amended on May 17th, because the bill:

- **Invites federal government intervention in state policymaking.** The bill relies upon a process subject to approval by the federal government. Though recent amendments to the bill attempt to limit costs to the entities who need storage, California policies will not have a direct impact on the actions of the Federal Energy Regulatory Commission’s (FERC) deliberations. In fact, FERC could require all utilities in California to pay for these projects regardless of whether the utilities need the storage to maintain reliable electric service.

- **Increases the cost of electricity service for Californians.** The projects mandated by this bill will have a multibillion-dollar pricetag that Californians will have to pay through increased electric utility costs. Utility transmission rates make-up a significant portion of electric utility customer rates; California utilities already have some of the highest transmission rates in the nation and have seen exponential transmission rate increases over the past 10 years. SB 772 would exacerbate this problem by increasing transmission rates that result in direct increases to utility customer rates that are already seeing upward pressures as utilities work toward the state’s decarbonization policies.

- **Violates the intent of having an independent system operator.** The California Independent System Operator (CAISO) was established with the intent of serving as an independent entity to support the operation of the state’s transmission system. By requiring the CAISO to contract with long-term bulk energy storage resources, SB 772 would inappropriately create an incentive for the CAISO to call-on power from this resource before others.

- **Violates local decision-making processes.** SB 772 would implement a statewide, resource procurement mandate that directly impedes on the imperative of the governing boards of local, publicly owned electric utilities to make electricity procurement decisions with input from their constituents.

**We strongly urge your **NO** vote on SB 772.**
An act to add Section 351 to the Public Utilities Code, relating to energy.

LEGISLATIVE COUNSEL’S DIGEST

SB 772, as amended, Bradford. Long duration bulk energy storage: procurement.

Existing law provides for the establishment of an Independent System Operator (ISO), under the jurisdiction of the Federal Energy Regulatory Commission (FERC), to secure generating and transmission resources necessary to guarantee achievement of specified minimum planning and operating reserve criteria for much of the state’s electrical transmission system.

This bill would require the ISO, on or before June 30, 2022, to complete a competitive solicitation process for the procurement of one or more long duration energy storage projects that in aggregate have at least 2,000 megawatts capacity, but not more than 4,000 megawatts, except as provided. The bill would require the ISO, after December 31, 2030, and only if found to be necessary, to complete an additional competitive solicitation process for additional long duration bulk energy storage projects that in aggregate have up to 2,000 megawatts capacity and have targeted commercial operation dates of
The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:
(a) California is experiencing unprecedented changes in the generation, delivery, and consumption of electricity. Along with these changes come challenges in operating the state’s electrical grid and resources in the most efficient and reliable manner, particularly in terms of simultaneously matching electrical generation with demand.
(b) As part of the long-term procurement planning process at the Public Utilities Commission, the California Independent System Operator (ISO) has identified a need for fast-ramping and flexible resources to balance the electrical grid and store low-cost energy from eligible renewable energy resources.
(c) The ISO has identified long duration bulk energy storage and, in particular, pumped hydroelectric storage, as crucial to ensuring the reliability and resiliency of the electrical grid.
in a sufficiently large scale, as supporting the California electrical
grid’s need for fast-ramping capability and the capacity to store
generation from eligible renewable energy resources.

(d) The State Energy Resources Conservation and Development
Commission has identified bulk energy storage, including pumped
hydroelectric storage, as a key resource to help meet the
challenges of integrating electricity from eligible renewable energy
resources into the California electrical grid and of supporting
economywide goals for reducing emissions of greenhouse gases.

(e) Pumped hydroelectric storage is a well-established and
proven technology for long duration bulk energy storage in
wide deployment in the world, including in California, and, over
many decades, has been shown to be reliable over a useful asset
life exceeding 50 years.

(f) Pursuant to Chapter 7.7 (commencing with Section 2835)
of Part 2 of Division 1 of the Public Utilities Code, the Public
Utilities Commission established a 1,325 megawatts energy storage
procurement mandate. However, pumped hydroelectric storage
facilities larger than 50 megawatts were not included as an eligible
technology under the commission’s implementation of that chapter.
Battery energy storage projects have been the primary energy
storage technology procured to meet that mandate.

(g) Other bulk energy storage technologies, including
compressed air and those that store energy by chemical, thermal,
or other means, also provide capabilities and valuable long duration
bulk storage benefits similar to pumped hydroelectric storage.

(h) The State Energy Resources Conservation and Development
Commission has identified a number of barriers to bulk energy
storage projects, including their significant upfront capital costs,
long development timelines, and uncertainty surrounding cost
recovery and allocation caused by the increasing fragmentation of
customer load served by California’s growing number of
load-serving entities.

(i) Many of the barriers to the development of long duration
bulk energy storage would similarly apply to the development of
electrical transmission projects if it were not for the transmission
planning process implemented by the ISO, which identifies, selects,
bids out, and allocates costs to ratepayers for electrical
transmission projects. The ISO currently selects developers of
electrical transmission projects by way of a public competitive solicitation process to ensure the cost effectiveness of each project. The ISO’s process also ensures electrical transmission project quality, timing, and cost containment protections for ratepayers and has resulted in the development of projects at significant cost savings relative to presolicitation project cost estimates.

(j) It is in the interest of California to diversify energy storage technologies.

(k) California needs long duration bulk energy storage given its ability both to store excess electricity generated by eligible renewable energy resources and, when needed, to quickly inject that electricity back into the electrical grid to meet ramping, peak demand needs, and other reliability requirements, including those related to weather or fire events. Such long duration bulk energy storage can serve as part of the new strategy for efficiently operating the electrical grid, while maintaining electrical reliability and satisfying environmental goals. This public policy directive should be implemented by the ISO through a competitive solicitation process that is comparable to the one used in the ISO’s transmission planning process and that is open to all eligible long duration bulk energy storage technologies.

(l) Because long duration bulk energy storage will contribute to systemwide reliability of the electrical transmission grid as additional eligible renewable energy resources are added, it is appropriate that the cost of long duration bulk energy storage be recovered through federal rates charged by the ISO in a manner consistent with its broad benefits. The ISO should establish a cost recovery framework for such energy storage through a public process.

SEC. 2. Section 351 is added to the Public Utilities Code, to read:

351. (a) For purposes of this section, “long duration bulk storage project” means an energy storage resource interconnected to the electrical grid in California that has the capability to continuously discharge at its capacity for at least eight hours and cycle through its discharge and charge cycle on a daily basis, has at least 400 megawatts in project capacity, and has been proven
by way of deployment to have deployment, and has a minimum useful asset life of at least 40 years.

(b) (1) On or before June 30, 2022, the Independent System Operator shall complete a competitive solicitation process for one or more long duration bulk storage projects that have an aggregate capacity of at least 2,000 megawatts, but not more than 4,000 megawatts. The Independent System Operator shall ensure that the selected long duration bulk energy storage is feasible and can be constructed on a timeline consistent with the California Renewables Portfolio Standard Program (Article 16 (commencing with Section 399.11)) and the state’s targets for reducing emissions of greenhouse gases, taking into consideration the status of the required permits and licenses for each project, with a targeted commercial operation date for each project of no later than 2030. If the competitive solicitation authorized by this paragraph results in the selection of an aggregate project capacity of less than 4,000 megawatts of long duration bulk energy storage, the Independent System Operator, in consultation with the commission and the Energy Commission, may complete a public, competitive solicitation process for selecting one or more long duration bulk energy storage projects to satisfy the remainder of the maximum authorized capacity of 4,000 megawatts as a means to facilitate achievement of the state’s goals for reducing emissions of greenhouse gases.

(2) After December 31, 2030, and only upon the commission and the Energy Commission each making a finding that after the solicitation process required pursuant to paragraph (1) there is still a need for additional long duration bulk energy storage projects, the Independent System Operator shall complete an additional competitive solicitation process for one or more long duration bulk energy storage projects that have an aggregate capacity of up to 2,000 megawatts and have targeted commercial operation dates of no later than January 1, 2045.

(3) The Independent System Operator shall identify the commercial operation date and technical criteria for each long duration bulk energy storage project to ensure each selected resource provides the electrical grid with the fast ramping and flexible capacity necessary to support eligible renewable energy
resource integration, enhance grid reliability, and achieve
California’s goals for reducing emissions of greenhouse gases.

(4) The project or projects selected pursuant to this authority
shall not be owned or operated by the Independent System
Operator.

(c) The Independent System Operator’s competitive solicitation
processes, authorized in subdivision (b), shall provide for cost
recovery from load-serving entities within the Independent System
Operator-controlled electrical grid at rates that the Independent
System Operator determines are just and reasonable and that take
into account the distribution of in a manner that allocates those
costs among load-serving entities based on cost causation and the
degree to which each load-serving entity contributes to the need
for, or otherwise realizes the benefits from, the long duration
bulk energy storage. The Independent System Operator cost
recovery mechanism shall collect the revenue requirement of any
selected long duration bulk energy storage project through a
cost-of-service, or similar, rate, net of revenues the project receives
from participation in the Independent System Operator-supervised
markets.

(d) (1) To the extent that approval is required by federal law,
the Independent System Operator shall implement this section
subject to the approval of the Federal Energy Regulatory
Commission.

(2) If the Federal Energy Regulatory Commission takes any
action that would preempt or otherwise supersede the requirements
of this section, seeks to impose an alternative market mechanism,
expands eligibility to generation resources that consume fossil
fuels, or takes any other action that materially affects California’s
clean energy and climate laws, programs, or policies, the
Independent System Operator shall immediately withdraw its filing
with the Federal Energy Regulatory Commission and is not
required to comply with this section.

(e) This section does not alter or affect the authority of the
Independent System Operator or any state commission to adopt a
different definition for long-term bulk energy storage for purposes
of any other authority to procure long-term bulk energy storage.

(f) The provisions of this section are severable. If any provision
of this section or its application is held invalid, that invalidity shall
not affect other provisions or applications that can be given effect
without the invalid provision or application.
SEC. 3. No reimbursement is required by this act pursuant to
Section 6 of Article XIII B of the California Constitution because
the only costs that may be incurred by a local agency or school
district will be incurred because this act creates a new crime or
infraction, eliminates a crime or infraction, or changes the penalty
for a crime or infraction, within the meaning of Section 17556 of
the Government Code, or changes the definition of a crime within
the meaning of Section 6 of Article XIII B of the California
Constitution.
AGENDA TITLE: Set Public Hearing for June 19, 2019, to Consider Adopting a Resolution Approving the Planning Commission’s Recommendation to Authorize 25 Low-Density Residential Growth Management Allocations for the Bennett – Interlaken Drive Subdivision

MEETING DATE: June 5, 2019

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for June 19, 2019, to consider adopting a resolution approving the Planning Commission’s recommendation to authorize 25 Low-Density Residential Growth Management Allocations for the Bennett – Interlaken Drive Subdivision.

BACKGROUND INFORMATION: As part of the City’s Growth Management program, the Planning Commission reviews allocation requests for new housing developments. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On May 8, 2019, the Planning Commission held a public hearing regarding the 2019 Residential Growth Management Development Allocation. At this hearing the Planning Commission reviewed a request by Dennis Bennett for 25 Low-Density Residential Growth Management Allocations for the Bennett – Interlaken Drive Subdivision, an 8.45-acre 25 lot subdivision. The Commission voted 6-0 to recommend the City Council approve the applicant’s request.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_______________________________
Stephen Schwabauer
Community Development Director

APPROVED: ____________________________
Stephen Schwabauer, City Manager
AGENDA TITLE: Adopt Resolution Approving the Fiscal Year 2019/20 Financial Plan and Budget and Approving the Fiscal Year 2019/20 Appropriation Spending Limit

MEETING DATE: June 5, 2019

PREPARED BY: Deputy City Manager/Internal Services Director

RECOMMENDED ACTION: Adopt resolution approving the Fiscal Year 2019/20 Financial Plan and Budget and approving the Fiscal Year 2019/20 Appropriation Spending Limit

BACKGROUND INFORMATION: Staff presented information to Council regarding the FY 2019/20 budget at the Shirtsleeve meetings held on May 14 and May 21, 2019. Staff published the budget document on May 21, 2019. The full proposed budget document is available on the City’s webpage at http://www.lodi.gov/Archive.aspx?AMID=41

The Budget presented to Council this evening is consistent with the draft released on May 21 and the information presented at the Shirtsleeve meetings.

The General Fund for FY 2019/20 is presented with revenues of $59,605,690 and expenditures of $59,328,360. The excess $277,300 is earmarked as year one of a three year allocation to bring Measure L reserves to the 16% reserve level called for in the City’s Budget and Fiscal Policy. The June 30, 2020 fund balance is projected to be $11,499,780.

The budget proposes 407 full time employees, a net increase of five from FY 19. The recommended changes are shown in the table below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Department</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Services Manager</td>
<td>Community Dev.</td>
<td>$167,150</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>Internal Services Department</td>
<td>$77,175</td>
</tr>
<tr>
<td>Assistant/Associate Civil Engineer</td>
<td>Public Works - Engineering</td>
<td>$130,970</td>
</tr>
<tr>
<td>Facility Superintendent</td>
<td>Public Works - Facilities</td>
<td>$124,220</td>
</tr>
<tr>
<td>Librarian I/II</td>
<td>Library</td>
<td>$98,080</td>
</tr>
</tbody>
</table>

Significant capital project included in the budget are:

- Electric Utility ($6.5 million)

APPROVED: ____________________________
Stephen Schwabauer, City Manager
o Facility renovation; McLane Substation renovation; 12kV overhead/underground maintenance; 230kV interconnection; 1267 feeder extension

- Water Utility ($8.3 million)
  o Water meter phase 8; granular activated carbon well projects; water meter shop construction; water taps/main replacements; PCE/TCE program.

- Wastewater Utility ($3.3 million)
  o Main replacement #8; upgrade blowers; wastewater taps/relocations; collection system enhancement.

- Street Maintenance ($4.5 million)
  o Church Street diet; Lockeford Street reconstruction; Guild/Victor traffic signal; bike detection improvement; pavement maintenance; sidewalk maintenance.

A resolution adopting the Financial Plan and Budget is attached. Included in the budget resolution is the adoption of the Appropriation Spending Limit for the 2019/20 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2019/20 Appropriation Limit is $111,801,873, an increase of $6,048,361 from the prior year. Details of the calculation are included in Attachment A.

**FISCAL IMPACT:** The 2019/20 budget provides an expenditure plan for all funds. The All-Funds expenditure budget is projected to be $220,667,170, an increase of $770,155 from the current revised FY 18/19 budget. General Fund revenues are projected at $59,605,690 and expenditures at $59,328,360.

Andrew Keys, Deputy City Manager

Attachments
cc: City Attorney
RESOLUTION NO. 2019-____
A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING THE CITY OF LODI FINANCIAL PLAN AND
BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2019
AND ENDING JUNE 30, 2020, AND APPROVING THE 2019/20
APPROPRIATIONS SPENDING LIMIT

========================================================================
WHEREAS, the City Manager submitted the 2019/20 Financial Plan and Budget to the City Council on May 21, 2019; and
WHEREAS, the 2019/20 Financial Plan and Budget was prepared in accordance with the City Council’s goals, budget assumptions, and policies; and
WHEREAS, the City Council conducted public budget meetings on May 14 and May 21, 2019, at the Carnegie Forum; and
WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2019/20; and
WHEREAS the Appropriations Spending Limit and the annual adjustment factors selected to calculate the Limit are part of the Financial Plan and Budget.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lodi as follows:

1. That the 2019/20 Financial Plan and Budget, as proposed by the City Manager be approved as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Department</td>
<td>$24,066,860</td>
</tr>
<tr>
<td>Fire Department</td>
<td>$14,218,300</td>
</tr>
<tr>
<td>Internal Services Department</td>
<td>$5,146,260</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>$4,578,230</td>
</tr>
<tr>
<td>Parks, Recreation and Cultural Services</td>
<td>$4,925,550</td>
</tr>
<tr>
<td>Public Works</td>
<td>$2,719,280</td>
</tr>
<tr>
<td>Library</td>
<td>$1,546,840</td>
</tr>
<tr>
<td>City Clerk</td>
<td>$610,930</td>
</tr>
<tr>
<td>City Attorney</td>
<td>$577,140</td>
</tr>
<tr>
<td>Economic Development</td>
<td>$547,710</td>
</tr>
<tr>
<td>City Manager</td>
<td>$391,260</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>$59,328,360</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Funds</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Utility</td>
<td>$74,441,290</td>
</tr>
<tr>
<td>Water Utility</td>
<td>$19,327,810</td>
</tr>
<tr>
<td>Wastewater Utility</td>
<td>$16,968,080</td>
</tr>
<tr>
<td>Transit Fund</td>
<td>$4,557,830</td>
</tr>
<tr>
<td>Streets</td>
<td>$7,661,190</td>
</tr>
</tbody>
</table>
Community Development $2,558,000
Parks, Recreation & Cultural Services $7,663,660
Library $1,535,480
Fleet Services $2,119,370
Transportation Development Act $30,000
Community Development Block Grant $1,650,000
Public Safety Special Revenue $301,000
Capital Outlay $4,261,840
Vehicle Replacement & Equipment $2,103,000
Debt Service $1,753,310
Benefits $9,246,710
Self-Insurance $5,084,240
Trust and Agency $76,000
Grand Total $220,667,170

2. That the funds for the 2019/20 Financial Plan and Budget are appropriated in the document on file in the City Clerk’s Office; and

3. That the position additions are approved as shown in the table below effective July 1, 2019.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Department</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Services Manager</td>
<td>Community Dev.</td>
<td>Add</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>Internal Services Department</td>
<td>Add</td>
</tr>
<tr>
<td>Assistant/Associate Civil Engineer</td>
<td>Public Works – Engineering</td>
<td>Add</td>
</tr>
<tr>
<td>Facility Superintendent</td>
<td>Public Works - Facilities</td>
<td>Add</td>
</tr>
<tr>
<td>Librarian I/II</td>
<td>Library</td>
<td>Add</td>
</tr>
</tbody>
</table>

4. That the Appropriations Spending Limit be increased by $6,048,361 from the 2018/19 level of $105,753,512 to the 2019/20 level of $111,801,873, in accordance with the calculations on Attachment A.

Dated: June 5, 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 June 5, 2019, by the following vote:

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

JENNIFER M. FERRAILO
City Clerk
2019-____
## 2019/20 Financial Plan and Budget

### Appropriations Spending Limit

<table>
<thead>
<tr>
<th>2019-20 Appropriations Spending Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Year's Limit</td>
<td>105,753,512</td>
</tr>
<tr>
<td>Adjustment Factors</td>
<td></td>
</tr>
<tr>
<td>1 Population %</td>
<td>1.018</td>
</tr>
<tr>
<td>2 Inflation %</td>
<td>1.0385</td>
</tr>
<tr>
<td>Total Adjustment %</td>
<td>1.0572</td>
</tr>
<tr>
<td>Annual Adjustment</td>
<td>6,048,361</td>
</tr>
<tr>
<td>Adjustments</td>
<td>None</td>
</tr>
<tr>
<td>Total Adjustment</td>
<td>6,048,361</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>111,801,873</strong></td>
</tr>
</tbody>
</table>

### 2019-20 Appropriations Subject to Limitation

<table>
<thead>
<tr>
<th>2019-20 Appropriations Subject to Limitation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proceeds of Taxes</td>
<td>41,747,961</td>
</tr>
<tr>
<td>Exclusions</td>
<td>-</td>
</tr>
<tr>
<td>Appropriations subject to limitations</td>
<td>41,747,961</td>
</tr>
<tr>
<td>Current Year Limit</td>
<td>111,801,873</td>
</tr>
<tr>
<td><strong>OVER (UNDER) LIMIT</strong></td>
<td><strong>(70,053,912)</strong></td>
</tr>
</tbody>
</table>