



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

Streaming Link:

<https://www.lodi.gov/901/Council-Meeting-Archive>

<https://zoom.us/j/99218158901?pwd=Q0NTVTN6MXdvQWJrRVNMeW1LT2JoZz09>

AGENDA – Special Meeting

Date: June 30, 2020

Time: 7:00 a.m.

SPECIAL NOTICE

Effective immediately and while social distancing measures are imposed, Council chambers will be closed to the public during meetings of the Lodi City Council.

The following alternatives are available to members of the public to watch Council meetings and provide comments on agenda and non-agenda items before and during the meetings.

Viewing:

Members of the public may view and listen to the open session of the meeting at <https://www.lodi.gov/901/Council-Meeting-Archive>; or

Please click the link below to join the meeting:

<https://zoom.us/j/99218158901?pwd=Q0NTVTN6MXdvQWJrRVNMeW1LT2JoZz09>

Password: 158413

Or iPhone one-tap: US: +16699009128,,99218158901#

Or Telephone: Dial: US: +1 669 900 9128
Webinar ID: 992 1815 8901

Public Comment:

Members of the public can send written comments to the City Council prior to the meeting by emailing councilcomments@loidi.gov. These emails will be provided to the members of the City Council and will become part of the official record of the meeting.

Members of the public who wish to verbally address the City Council during the meeting should email those comments to councilcomments@loidi.gov. Comments must be received before the Mayor or Chair announces that the time for public comment is closed. The Assistant City Clerk will read three minutes of each email into the public record. **IMPORTANT:** Identify the Agenda Item Number or Oral Communications in the subject line of your email. Example: Public Comment for Agenda Item Number C-17. Members of the public may also participate via Zoom at the following link: <https://zoom.us/j/99218158901?pwd=Q0NTVTN6MXdvQWJrRVNMeW1LT2JoZz09>

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment in this meeting, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@loidi.gov at least 48 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. If you need special assistance in this meeting for purposes other than providing public comment, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@loidi.gov at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.160 (b) (1)).

SPECIAL TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20:

The Brown Act, Government Code Section 54953, contains special requirements that apply when members of a legislative body participate in a public meeting by telephone. Certain of these requirements have been suspended by Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, to mitigate the spread of Coronavirus (COVID-19). In particular, the Executive Order suspends that provision of the Brown Act that requires noticing, posting of agendas, and public access to each location where a member will be participating telephonically, as well as provisions that require physical presence of members of the legislative body or the public for purposes of a quorum or to hold a meeting. Executive Order N-29-20 allows an agency to conduct a teleconference meeting that provides members of the public telephonic or other electronic participation in place of making a physical location for the public to observe the meeting and provide public comment, consistent with other provisions of the Brown Act.

For information regarding this Agenda please contact:
Pamela M. Farris
Assistant City Clerk
Telephone: (209) 333-6702

A. Call to Order / Roll Call

B. Consent Calendar

- Res. B-1 Adopt Resolution Reaffirming Ratification of City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of \$250,000 for the Duration of the Local Emergency (CA)

- B-2 Authorize City Manager to Execute a Letter Directed to Wal-Mart Real Estate Business Trust and BDC Lodi III L.P. Acknowledging that the Condition set Forth in Resolution No. 2009-58 as Use Permit and Tentative Map, Paragraph 4.HH, is Solely the Obligation of BDC Lodi III L.P. (CM)

- B-3 Third Quarter Fiscal Year 2019/20 Water, Wastewater and Electric Utility Department Financial Reports (DCM)

- Res. B-4 Adopt Resolution Appointing Jennifer Cusmir to the Position of City Clerk Pursuant to Government Code Section 54957, and Approving the Related Employment Agreement (HR)

C. Regular Calendar

- C-1 Review the Proposed Reynolds Ranch Tentative Subdivision Map and Provide Comments to Staff and Applicant (CD)

D. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

Pamela M. Farris
Assistant 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 Pamela M. Farris 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 Pamela M. Farris (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.

Members of the public may view and listen to the open session of this teleconference meeting at <https://www.lodi.gov/901/Council-Meeting-Archive> or <https://zoom.us/j/99218158901?pwd=Q0NTVTN6MXdvQWJrRVNMeW1LT2JoZz09>.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt a Resolution Reaffirming the Ratification of the City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of \$250,000 for the Duration of the Local Emergency

MEETING DATE: June 30, 2020 Special Meeting

PREPARED BY: City Attorney

RECOMMENDED ACTION: Staff recommends that the City Council adopt a resolution reaffirming the ratification of the City Manager's proclamation finding the continued existence of a local emergency and rendering certain emergency orders, including an increase related to the local emergency in the City Manager's contracting authority for services and goods to a maximum amount of \$250,000 for the duration of the local emergency.

BACKGROUND INFORMATION: At 8:00 a.m. on March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1). The declaration was confirmed by the City Council on March 18, 2020 (Gov. Code §8630). Action was taken in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County.

An outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States. As of June 23, 2020, there are a total of 2,560 confirmed cases of COVID-19 in San Joaquin County (the number of cases on May 28th was 834); the rolling 14-day total number of cases is 973, significantly in excess of the 190 limitation under the County's attestation. There are currently 48 COVID-19 fatalities (an increase of just over 40% in the last 25 days); confirmed COVID positive hospitalizations have increased to 91 (the attestation limit is 20), with 22 of those patients in ICU; and there are 51 suspected COVID-19 patients hospitalized with 5 of those in the ICU. Adventist Health Lodi Memorial Hospital (LMH) currently has 6 COVID-19 positive ICU patients and an outbreak of among more than 35 of its staff members; as a consequence, LMH is no longer accepting non-COVID patients, except under limited circumstances. There is continued evidence of community spread, currently there are 27 identified outbreaks within the County, including one among LMH staff, and County Public Health Services anticipates the number of confirmed cases and hospitalizations will continue to increase.

COVID-19 is an infectious disease that causes respiratory illness and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization,

APPROVED: _____
Stephen Schwabauer, City Manager

particularly individuals who are over 65 years of age or have underlying chronic health conditions or immunodeficiency.

It is imperative for the City to continue preparations for and respond to suspected or confirmed cases of COVID-19 and to implement measures to mitigate the spread of COVID-19 within our community, and continue preparations to respond to an increasing number of persons requiring medical care or hospitalization.

On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a “public health emergency of international concern” and referenced the event as a pandemic.

On March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080.

At 10:00 a.m. on March 12, 2020, the City of Lodi opened its Emergency Operations Center (EOC).

On March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States.

On March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1) in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County, the declaration of a local health emergency by PHS, and the President’s declared National State of Emergency. On March 18, 2020, the City Council ratified the proclamation of local emergency pursuant to Government Code Section 8630. Council reaffirmed the ratification of the proclamation on April 15, 2020, May 6, 2020, and June 3, 2020, as required by the Government Code.

On March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County’s Public Health Officer, subject to subsequent orders allowing for the opening of various sectors of the economy, referenced under the State’s Pandemic Roadmap to Recovery Plan as Phases 1, 2, and 3. San Joaquin County is currently in mid-Phase 3 of the State’s Pandemic Roadmap. County Public Health continues to caution that the rate of infections and deaths in San Joaquin County necessitate a firm and carefully planned and managed response as the California economy is reopened.

As part of the City’s response to the current emergency, the City is participating in the State’s Great Plates Delivered program. The program currently supports over 390 qualified adults 65 years and older and adults 60-64 who are at high-risk from COVID-19, in staying home and receiving the delivery of three meals each day. The program also provides economic stimulus to the participating local businesses and their workers.

Staff recommends that the City Council reaffirm its ratification of the City Manager’s declaration of a local emergency and continue the City Manager’s authority to contract for services and goods related to COVID-19, up to a maximum of \$250,000 from the current maximum of \$20,000, for the duration of the local emergency.

FUNDING: The reaffirmation of the ratification of the City Manager's declaration of Local Emergency allows the City to continue to access federal, state and county resources, including financial reimbursements.

Janice D. Magdich
City Attorney

Attachment:

- 1) Resolution Reaffirming the Ratification of the Proclamation of the Director of Emergency Services for the City of Lodi Concerning the Existence of a Local Emergency and Extending the Contract Authority of the City Manager for Services and Goods related to the Emergency to \$250,000

**Proclamation of the Director of Emergency
Services for the City of Lodi Finding the
Existence of a Local Emergency (COVID-19)
AMENDED TO CORRECT DATE OF ISSUANCE**

=====

WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States of America; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, the City of Lodi activated its Emergency Operations Center (EOC) effective 9:00 a.m. on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, as of March 13, 2020, there are eight (8) confirmed cases of COVID-19 in San Joaquin County and some evidence of community spread; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

“[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy.”

NOW, THEREFORE, THE UNDERSIGNED HEREBY FINDS, DETERMINES AND DECLARES that:

1. The federal Centers for Disease Control and Prevention (CDC) announced on February 25, 2020, that community spread of COVID-19 is likely to occur in the United States; and
2. San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080 on March 12, 2020; and
3. PHS's declaration finds that there is an ongoing risk and likelihood of additional COVID-19 patients being identified in San Joaquin County; and
4. As of March 13, 2020, PHS confirmed eight (8) cases of COVID-19 in San Joaquin County and found we are now seeing some evidence of community spread; and
5. The City of Lodi City Council is not now in session.

NOW, THEREFORE, BASED ON THE FINDINGS AND DETERMINATIONS ABOVE, THE UNDERSIGNED HEREBY PROCLAIMS as of 8:00 a.m. March 16, 2020, that a local emergency now exists throughout the City of Lodi caused by an outbreak and community spread of COVID-19 in San Joaquin County.

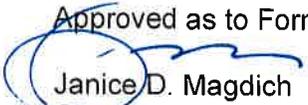
BE IT FURTHER PROCLAIMED AND ORDERED that during the existence of such local emergency, the powers, functions and duties of the emergency organization of the City of Lodi shall be those prescribed by state law and local ordinances, resolutions, and approved plans of the City of Lodi.

Dated: March 16, 2020


Stephen Schwabauer
Director of Emergency Services

This proclamation is subject to ratification by the City Council within seven (7) days and is subject to reaffirmation every 30 days thereafter until such local emergency is terminated.

Approved as to Form:


Janice D. Magdich
City Attorney

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
REAFFIRMING THE RATIFICATION OF THE PROCLAMATION OF
THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF
LODI CONCERNING THE CONTINUED EXISTENCE OF A LOCAL
EMERGENCY AND EXTENDING THE CONTRACT AUTHORITY OF
THE CITY MANAGER FOR SERVICES AND GOODS RELATED TO
THE LOCAL EMERGENCY TO \$250,000

=====

WHEREAS, Government Code Section 8630 and Lodi Municipal Code Section 2.32.060 authorizes the City Manager as the Director of Emergency Services to proclaim a local emergency under certain circumstances if the City Council is not in session, and provides that the City Council shall ratify the proclamation within seven (7) days thereafter; and

WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to continue to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

“[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy.” and

WHEREAS, on March 18, 2020, the Lodi City Council ratified the Proclamation of the existence of a local emergency issued by the City Manager in his role as the City's Director of Emergency Services on March 16, 2020 at 8:00 a.m.; and

WHEREAS, on April 15, 2020, May 6, 2020 and June 3, 2020, the City Council reaffirmed the ratification of the proclamation as required by the Government Code; and

WHEREAS, as of June 23, 2020, there are a total of 2,560 confirmed cases of COVID-19 in San Joaquin County (the number of cases on May 28th was 834); the rolling 14-day total number of cases is 973, significantly in excess of the 190 limitation under the County's attestation. There are currently 48 COVID-19 fatalities (an increase of just over 40% in the last 25 days); confirmed COVID positive hospitalizations have increased to 91 (the attestation limit is 20), with 22 of those patients in ICU; and there are 51 suspected COVID-19 patients hospitalized with 5 of those in the ICU. Adventist Health Lodi Memorial Hospital (LMH) currently has 6 COVID-19 positive ICU patients and an outbreak of among more than 35 of its staff members; as a consequence, LMH is no longer accepting non-COVID patients, except under limited circumstances. There is continued evidence of community spread, currently there are 27 identified outbreaks within the County, including one among LMH staff, and County Public Health Services anticipates the number of confirmed cases and hospitalizations will continue to increase; and

WHEREAS, San Joaquin County is currently in mid-Phase 3 of the State's Pandemic Roadmap to Recovery Plan, and San Joaquin County Public Health cautions that there continue to be infections, hospitalization, and deaths at a rate in San Joaquin County that necessitate a firm and carefully planned and managed response as the California economy continues to reopen; and

WHEREAS, the Lodi City Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the continued existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reaffirm the ratification of the City Manager's Proclamation of the existence of a local emergency issued in his role as the City's Director of Emergency Services on March 16, 2020 at 8:00 a.m., attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the Lodi City Council that, until the local emergency is terminated, the powers, functions, and duties of the City Manager/Director of Emergency Services and the emergency organization of the City of Lodi shall be those as prescribed by State law and the ordinances, resolutions, and approved emergency services plan of the City of Lodi as determined by the City Manager/Director of Emergency Services within the National Incident Management System; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby reaffirm the approval of an increase in the City Manager's contracting authority for services and goods related to the City's response to the local emergency resulting from the COVID-19 pandemic, to a maximum amount of \$250,000 from the current maximum of \$20,000, for the duration of the local emergency; and

BE IT FURTHER RESOLVED that the Purchasing System set forth in Lodi Municipal Code Chapter 3.20 is suspended for the duration of the local emergency as to the purchase of goods and services related to the City's response to the local emergency resulting from the COVID-19 pandemic; and

BE IT FURTHER RESOLVED that disclosure of the purchase of goods and services in an amount over \$10,000, and related to the City's response to the local emergency resulting from the COVID-19 pandemic, will be submitted to the City Council concurrent with the Council's reaffirmation of the ratification of the Proclamation declaring the existence of a local emergency. State law requires that the City Council ratify the Proclamation every thirty (30) days hereafter until the local emergency is terminated.

Dated: June 30, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held June 30, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

2020-_____

Proclamation of the Director of Emergency Services for the City of Lodi Finding the Existence of a Local Emergency (COVID-19)
AMENDED TO CORRECT DATE OF ISSUANCE

=====

WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States of America; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation’s healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a “public health emergency of international concern” and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, the City of Lodi activated its Emergency Operations Center (EOC) effective 9:00 a.m. on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, as of March 13, 2020, there are eight (8) confirmed cases of COVID-19 in San Joaquin County and some evidence of community spread; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

“[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy.”

NOW, THEREFORE, THE UNDERSIGNED HEREBY FINDS, DETERMINES AND DECLARES that:

1. The federal Centers for Disease Control and Prevention (CDC) announced on February 25, 2020, that community spread of COVID-19 is likely to occur in the United States; and
2. San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080 on March 12, 2020; and
3. PHS's declaration finds that there is an ongoing risk and likelihood of additional COVID-19 patients being identified in San Joaquin County; and
4. As of March 13, 2020, PHS confirmed eight (8) cases of COVID-19 in San Joaquin County and found we are now seeing some evidence of community spread; and
5. The City of Lodi City Council is not now in session.

NOW, THEREFORE, BASED ON THE FINDINGS AND DETERMINATIONS ABOVE, THE UNDERSIGNED HEREBY PROCLAIMS as of 8:00 a.m. March 16, 2020, that a local emergency now exists throughout the City of Lodi caused by an outbreak and community spread of COVID-19 in San Joaquin County.

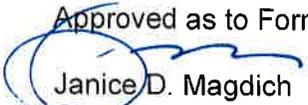
BE IT FURTHER PROCLAIMED AND ORDERED that during the existence of such local emergency, the powers, functions and duties of the emergency organization of the City of Lodi shall be those prescribed by state law and local ordinances, resolutions, and approved plans of the City of Lodi.

Dated: March 16, 2020


Stephen Schwabauer
Director of Emergency Services

This proclamation is subject to ratification by the City Council within seven (7) days and is subject to reaffirmation every 30 days thereafter until such local emergency is terminated.

Approved as to Form:


Janice D. Magdich
City Attorney



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize City Manager to execute a Letter Directed to Wal-Mart Real Estate Business Trust and BDC Lodi III L.P. Acknowledging that the Condition set forth in Resolution No. 2009-58 as "Use Permit and Tentative Map", paragraph 4.HH, is Solely the Obligation of BDC Lodi III L.P.

MEETING DATE: June 30, 2020 City Council Special Meeting

PREPARED BY: City Manager

RECOMMENDED ACTION: Authorize City Manager to execute a letter directed to Wal-Mart Real Estate Business Trust and BDC Lodi III L.P. acknowledging that the condition set forth in Resolution No. 2009-58 as "Use Permit and Tentative Map", paragraph 4.HH, is solely the obligation of BDC Lodi III L.P.

BACKGROUND INFORMATION: The City Council adopted Resolution No. 2009-58 on May 13, 2009, approving Use Permit File No. U-02-12 to allow the construction of a commercial shopping center in the C-S Zone and allow the sale of alcoholic beverages at the Wal-Mart Supercenter; approving the Tentative Parcel Map 03-P-001 to create 12 parcels for the project relating to the Lodi Shopping Center; and providing the architectural approval of a new commercial building to be constructed at 2640 West Kettleman Lane (Wal-Mart).

The shopping center, known as Sunwest Village Shopping Center, is located at the southwest corner of West Kettleman Lane and Lower Sacramento Road, has been constructed and is operational pursuant to the conditions and approvals set forth in Resolution No. 2009-58. One condition, identified as "Use Permit and Tentative Map", paragraph 4HH, remains outstanding. The condition reads as follows:

HH. The developer shall invest in a building and/or capital improvements within the Downtown area, as defined by the Community Development Director, but no smaller than the area described in the June 1997 Downtown Development Standards and Guidelines plus the Pine Street Corridor extending to Washington [Street]. Investment shall be defined as supporting construction, rehabilitation, acquisition, tenant improvements and other improvements. The developer may make or support improvements to commercial buildings or property it owns or rents independently or in partnership with others, or to commercial property owned by others in partnership with owners and /or tenants. The downtown investment must be made no later than seven and a half (7.5) years from the issuance of the final certificate of occupancy for the largest retail tenant. The total aggregate value of the capital improvements resulting from developer's investment must exceed \$700,000.

It has been the City's position since adoption of Resolution No. 2009-58 that "developer" as used in condition 4HH, refers to Browman Development Company, the project applicant, now known as BDC III L.P. Wal-Mart Real Estate Business Trust has requested that the City issue a letter acknowledging its position that condition 4HH with regard to economic investment in the downtown is the sole obligation of BDC III L.P. and releasing Walmart of any obligation to satisfy the condition. Staff therefore recommends that the City Council authorize the City Manager to execute a letter, in the form attached hereto, directed to Wal-Mart Real Estate Business Trust and BDC III L.P., acknowledging that the condition set forth in Resolution No. 2009-58 as "Use Permit and Tentative Map", paragraph 4HH, is the sole obligation of BDC Lodi III L.P.

FISCAL IMPACT: N/A

Stephen Schwabauer
City Manager

Prepared by: Janice D. Magdich, City Attorney

APPROVED:

Stephen Schwabauer, City Manager

CITY COUNCIL
DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
JOANNE MOUNCE

CITY OF LODI

2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager
PAMELA M. FARRIS
Assistant City Clerk
JANICE D. MAGDICH
City Attorney

June 30, 2020

Wal-Mart Real Estate Business Trust
2608 SE J Street
Bentonville, AR 72712

BDC Lodi III L.P.
1556 Parkside Drive
Walnut Creek, CA 94596
Attn: Darryl Browman, President
and Mario Albert, General Counsel

RE: Lodi Downtown Investment Obligation - Resolution No. 2009-58

To Whom it May Concern:

Reference is hereby made to the Conditions of Approval for the "Sunwest Village Shopping Center" located in the City of Lodi ("**City**"), at the southwest corner of West Kettleman Lane and Lower Sacramento Road ("**Project**"). The Project was approved by the City Council pursuant to Resolution No. 2009-58. Paragraph 4.HH of the Conditions of Approval in Resolution No. 2009-58, under the heading "Use Permit and Tentative Map", requires that a \$700,000 investment be made in the Downtown area of the City of Lodi, within 7.5 years from the issuance of a certificate of occupancy for the largest retail tenant of the Project ("**Downtown Investment Obligation**"). Wal-Mart Real Estate Business Trust, a Delaware statutory trust, and Walmart Inc., a Delaware corporation (collectively, and with all of their affiliated entities, "**Walmart**") owns and operates a Walmart Supercenter in the Project on Parcel 12, of the Parcel Map filed with San Joaquin County, on August 28, 2015, in Book 26 of Parcel Maps, Page 29 ("**Walmart Property**"). BDC Lodi III, LP, a California limited partnership (and with all of their affiliated entities, "**BDC**"), owns the balance of the Project.

Pursuant to authority of the City Council, this letter shall serve as a written and binding determination of the City that: (i) as between the City of Lodi, Walmart and BDC, the Downtown Investment Obligation set forth in Resolution No. 2009-58 (under the heading "Use Permit and Tentative Map" paragraph 4.HH, as described above, is solely the obligation of BDC; (ii) Walmart has no obligation with respect to the Downtown Investment Obligation; and (iii) the City will not pursue Walmart, or any other owner of the Walmart Property, with respect to the Downtown Investment Obligation, notwithstanding any failure by BDC comply with the Downtown Investment Obligation. In this regard, the City hereby releases, waives, and forever discharges

Walmart and the Walmart Property from any claims, demands, liabilities or obligations, arising out of the Downtown Investment Obligation.

Sincerely,

Stephen Schwabauer
City Manager
City of Lodi

ACKNOWLEDGED AND AGREED TO:

“BDC”

BDC Lodi III L.P., a California limited partnership

By: Western Pacific Holdings, Inc.,
a California corporation
Its: General Partner

By: _____
Darryl Browman, President

“WALMART”

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____

Its: _____

WALMART INC., a Delaware corporation

By: _____

Its: _____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Third Quarter Fiscal Year 2019/20 Water, Wastewater and Electric Utility Department Financial Reports

MEETING DATE: June 30, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Receive utility financial reports for the third quarter of Fiscal Year 2019/20.

BACKGROUND INFORMATION: In accordance with the Lodi Municipal Code, quarterly financial reports are to be prepared for the Water, Wastewater, and Electric Utilities.

Quarterly update presentations have been included in this report and a highlight of activities and progress is outlined below for each utility.

Electric Utility Financial Highlights

- REVENUE is stable tracking at 77 percent of budget.
 - ✓ Sales revenue is tracking at more than 75 percent of budget. However, it is likely impacts from COVID-19 will result in lower than anticipated energy sales for the year. Final numbers will be presented in the Q4 update for FY 19/20.
- EXPENSES are tracking at nearly 70 percent of budget three quarters of the way through the year.
 - ✓ Non-power operating expenses are tracking at approximately 60 percent of budget.
 - ✓ Power supply costs are tracking at 75 percent of budget as updated during the midyear budget review to account for facility outages and depressed market prices resulting in less plant revenue.
- RESERVES as of March 31, 2020 totaled approximately \$41.5 million. These reserves are used to fund pay-as-you-go capital improvement and system maintenance projects. These reserves were recently used to fund approximately \$3.5 million in customer bill credits to help mitigate financial hardships caused by COVID-19.
- CAPITAL IMPROVEMENT PROJECTS include \$24.5 million over 5 years for capital improvement efforts. Major efforts budgeted this year include the recently completed McLane Substation Renovation, underground/overhead system improvements, and renovation of LEU's main facilities likely to commence this summer. The projects listed are all in the fiscal year 20-25 Capital Improvement Program that was included in the adopted budget.
- 5-YEAR FINANCIAL FORECAST indicates sufficient but declining reserves over the next 5 years as capital efforts continue. Current forecasts show the utility meeting its reserve targets through 2023 with a cost of living adjustment of approximately 2 percent needed by 2024.

APPROVED: _____
Stephen Schwabauer, City Manager

Wastewater Utility Highlights

- REVENUE is stable and tracking at 71 percent of budget.
 - ✓ Wastewater sales are tracking on target at 74 percent of budget.
- EXPENSES are as a total are tracking well below the 75 percent of budget.
 - ✓ Operating expenses are tracking slightly lower than target at 70 percent of budget.
 - ✓ Capital expenses are tracking well below budget at 12 percent. Included in the capital budget is \$2.6 million for the Main Replacement project 8 which was bid in the third quarter and awarded in the fourth quarter. Also included in the budget is \$1.5 million for the design of the White Slough electrical building which the contract has been awarded but the majority of expense has not been incurred through the third quarter.
- RESERVES as of March 31, 2020 totaled \$16.5 million which is 551 percent of the 90 days cash target. These reserves are used to fund pay-as-you-go capital improvement projects planned over the next several fiscal years.
- CAPITAL IMPROVEMENT PROJECTS include almost \$33 million in planned projects over the next five years. The major projects include main replacement projects, construction of the electrical building, fan press replacement, aeration diffuser replacement and the storm drain trash handling systems to comply with state regulations. The projects listed are all in the fiscal year 20-25 Capital Improvement Program that was included in the adopted budget.
- 5-YEAR FINANCIAL FORECAST indicates a decline in reserves through fiscal year 2024.

Water Utility Highlights

- REVENUE is stable and tracking at 74 percent of budget.
 - ✓ Water sales are tracking slightly higher than 75 percent of budget and this is historically common for the first half of the year as the warmer months during the beginning of the fiscal year there tends to be higher water usage.
 - ✓ Other revenue is tracking low due to the Build America Bond subsidy budgeted amount of \$662,040 has not been received.
- EXPENSES are as a total are tracking well below the 75 percent of budget.
 - ✓ Operating expenses are tracking slightly lower than the 75 percent of budget.
 - ✓ Capital expenses are tracking well below budget at 17 percent. Included in the capital budget is almost 6 million for the Water Meter Project Phase 8 in which the contract has been awarded but the majority of the expense will not occur until after the third quarter. Projects also beginning in the third quarter were Well 3R Rehabilitation and Wells 4R & 22 GAC.
- RESERVES as of March 31, 2020 totaled \$4 million which is 193 percent of the 90 days cash target. These reserves are used to fund pay-as-you-go capital improvement projects.
- CAPITAL IMPROVEMENT PROJECTS include almost \$15 million in planned projects over the next five years. The major projects include phase 8 and multi-family phase of the meter program as well as Well 27 and Well 28 GAC treatment projects. The projects listed are all in the fiscal year 20-25 Capital Improvement Program that was included in the adopted budget
- 5-YEAR FINANCIAL FORECAST indicates a decline in reserves through the current fiscal year due to the meter project and then forecasts sufficient reserves through fiscal year 2024.

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

FUNDING AVAILABLE: Adequate funding is available in the Fiscal Year 2019/20 budget, as amended by Council action from time to time, for the items in this report.

Andrew Keys
Deputy City Manager/Internal Services Director



Public Works Department Water/Wastewater

FY 20 Quarterly Update (Ending March 31, 2020)



Wastewater Fund Cash Flow Summary

(Ending March 31, 2020)

	Budget	Actuals	% of Budget
Revenue			
Sales	16,249,100	12,002,803	74%
Development Impact Mitigation Fees	1,579,760	555,732	35%
Other (interest, septic, misc.)	771,000	606,723	79%
Total Revenues	18,599,860	13,165,258	71%
Expenses			
Operating	8,435,687	5,903,582	70%
Capital	7,280,446	869,807	12%
Debt Service	3,324,590	2,207,108	66%
Cost of Services Payment To General Fund	1,119,970	839,978	75%
Total Expenses	20,160,693	9,820,475	49%
Beginning Cash (Operations Only)		14,761,382	
Ending Cash (Operations Only)		16,453,893	
Days Cash (Excluding Capital)		496	
% of Target – 90 Days Cash on Hand		551%	



Wastewater Operating Results

(Ending March 31, 2020)

	Budget	Actuals	% of Budget
Personnel	\$ 4,174,350	\$ 3,429,625	82%
Supplies, Materials, Services	\$ 2,690,167	\$ 1,354,293	50%
Equipment, Land, Structures	\$ 285,000	\$ 139,915	49%
Other Payments	\$ 455,200	\$ 328,294	72%
Utilities	\$ 805,160	\$ 627,455	78%
Work for Others	\$ 25,810	\$ 24,000	93%
Total Operating Expenses	\$ 8,435,687	\$ 5,903,582	70%

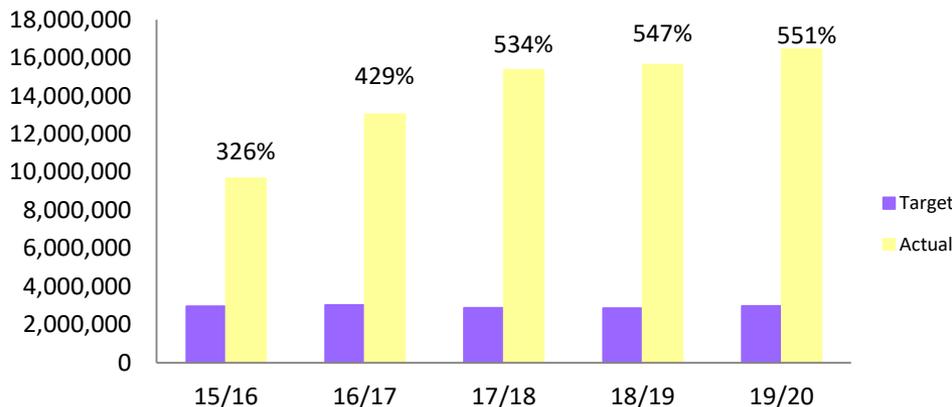


Wastewater Funds Cash Balances

(Ending March 31, 2020)

Operating (530)	16,453,893
Utility Capital / Infrastructure Replacement (531)	697,677
Capital Reserve (532) (Fund used to pay White Slough COP Debt Service)	238,268
Wastewater IMF (533)	1,643,192
Rate Stabilization Reserve (534)	500,000
Storm Drain IMF (535)	1,295,160
Total	20,828,190

Actual Reserves vs. Target



Amounts above reserve target are held for scheduled capital maintenance



5-Year Financial Forecast

	FY 19-20 Budget	FY 20-21 Forecast	FY 21-22 Forecast	FY 22-23 Forecast	FY 23-24 Forecast
Available Cash	\$11,795,322	\$11,456,600	\$10,736,800	\$7,680,800	\$3,164,400
Days Cash (90 day target)	318	302	277	193	78
Minimum Reserve Target (25%)	\$3,114,500	\$3,185,000	\$3,258,500	\$3,333,500	\$3,409,500
Reserve Target (50%)	\$6,205,000	\$6,344,000	\$6,490,000	\$6,640,000	\$6,791,000
% of Days Cash Target	354%	336%	307%	215%	86%



Wastewater Planned Capital Projects

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Lockeford Street Improvements	20,680				
Candy Cane Park	28,000				
Storm Drain Trash Handling		750,000	750,000		750,000
MSC Security Improvements	70,000				
MUS PW Admin Building Remodel		150,000			
Misc. System Relocations	35,000	35,000	35,000	35,000	35,000
Misc. Wastewater Taps	40,000	40,000	40,000	40,000	40,000
Collection System Capacity Enhancement Projects	200,000				
Main Replacement Project	2,600,000		2,000,000		2,000,000
Sewer Lift Station Wet Well Rehab			250,000		
Kofu Storm Water Pump Rehab			200,000		
Salas Storm Water Pump Rehab				200,000	
Henry Glaves Storm Water Pump Rehab					200,000
Lincoln Storm Pump Rehab	75,000				
Vehicles/Equipment	150,000	211,000	75,000	75,000	75,000
Upgrade Blowers		750,000			
Irrigation Improvements	845,931		750,000		
Digester #3 Cleaning		500,000			
Electrical Room Reroof		92,000			
Plant Maintenance Improvements	115,000		100,000	110,000	100,000
Compliance Studies and Reports	200,000		200,000	200,000	200,000
Fan Press Replacement		1,000,000			
Aeration Difusser Replacement		1,000,000			
NCPA Maintenance Generator	150,000	150,000	150,000	150,000	150,000
Pump & Equipment Upgrades		110,000			
Electrical/Screen/SCADA Design	900,000	600,000			
Electrical Upgrades/SCADA Construction			1,000,000	7,000,000	5,500,000
White Slough Recycled Water Storage	354,467				
Miscellaneous Future Projects		100,000			
Totals	\$5,784,078	\$5,488,000	\$5,550,000	\$7,810,000	\$9,050,000



Water Fund Cash Flow Summary

(Ending March 31, 2020)

	Budget	Actuals	% of Budget
Revenue			
Sales	13,395,170	10,608,432	79%
Development Impact Mitigation Fees	775,450	334,642	43%
Other (interest, tap fees, water meters, misc.)	1,294,040	504,045	39%
Total Revenues	15,464,660	11,447,119	74%
Expenses			
Operating	7,162,147	4,794,602	67%
Capital	10,563,678	1,819,770	17%
Debt Service	2,969,760	823,375	28%
Cost of Services Payment To General Fund	860,640	645,480	75%
Total Expenses	21,556,225	8,083,227	37%
Beginning Cash (Operations Only)		2,860,037	
Ending Cash (Operations Only)		4,036,622	
Days Cash (Excluding Capital)		174	
% of Target – 90 Days Cash on Hand		193%	



Water Operating Results

(Ending March 31, 2020)

	Budget	Actuals	% of Budget
Personnel	\$ 3,180,680	\$ 2,191,457	69%
Supplies, Materials, Services	\$ 1,569,547	\$ 547,591	35%
Equipment, Land, Structures	\$ 105,000	\$ 44,690	43%
Other Payments	\$ 1,661,480	\$ 1,560,598	94%
Utilities	\$ 536,590	\$ 450,266	84%
Work for Others	\$ 108,850	\$ -	0%
Total Operating Expenses	\$ 7,162,147	\$ 4,794,602	67%

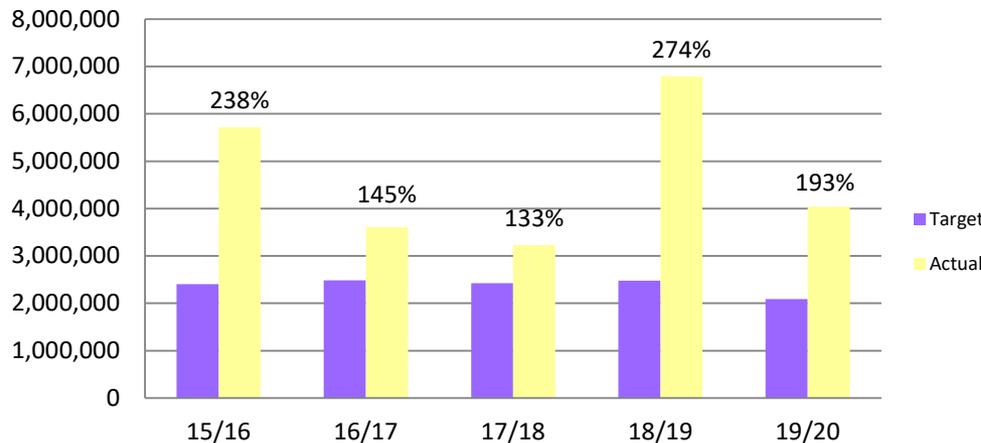


Water Funds Cash Balances

(Ending March 31, 2020)

Operating (560)	4,036,622
Utility Capital / Infrastructure Replacement (561)	6,012,620
IMF (562)	2,033,486
PCE/TCE Settlements	9,027,411
PCE/TCE Rates (565)	3,970,681
Total	25,080,820

Actual Reserves vs. Target



Amounts above reserve target are held for scheduled capital maintenance



5-Year Financial Forecast

	FY 19-20 Budget	FY 20-21 Forecast	FY 21-22 Forecast	FY 22-23 Forecast	FY 23-24 Forecast
Available Cash	\$2,897,844	\$3,246,744	\$3,667,044	\$4,526,544	\$6,529,081
Days Cash (90)	89	97	107	130	183
Minimum Reserve Target (25%)	\$2,768,500	\$2,829,000	\$2,891,000	\$2,951,500	\$3,012,000
Reserve Target (50%)	\$5,537,000	\$5,658,000	\$5,782,000	\$5,903,000	\$6,024,000
% of Days Cash Target	98%	108%	119%	144%	203%



Water Planned Capital Projects

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Water Meter Program	5,980,000		1,000,000	1,000,000	
MUS PW Admin Building Remodel		150,000			
Lockeford Street Imprv.	48,250				
Water Taps	75,000	75,000	75,000	75,000	75,000
Misc. Water Mains	50,000	50,000	50,000	50,000	50,000
Water Meter Replacement Program			75,000	75,000	75,000
GAC Replacement	300,000	300,000	300,000	300,000	300,000
Meter Shop Design/Construction		200,000			
Water Plant Generator		500,000			
MSC Security Improvements	70,000				
Well 7 Pump Rehab	175,000				
Well 14 Pump Rehab			170,000		
Well 16 Pump Rehab		166,000			
Well 17 Pump Rehab			185,000		
Well 21 Pump Rehab		200,000			
Well 22 Pump Rehab			166,000		
Well 3R Pump Rehab	170,000				
Well 15 Pump Rehab					200,000
Well 25 Pump Rehab				200,000	
Well 27 GAC Treatment & Standby Generator	820,000				
Well 28 GAC Treatment	80,000	950,000			
Vehicles/Equipment	158,000	40,000	50,000	50,000	50,000
Totals	\$7,926,250	\$2,481,000	\$2,071,000	\$1,750,000	\$750,000



Electric Utility Department

FY 20 Quarterly Update **(Ending March 31, 2020)**

City Council Meeting
June 30, 2020



Electric Utility Fund Cash Flow Summary

(March 31, 2020)

	Budget	Actual	% of Budget
Revenue			
Sales Revenues	71,082,330	54,994,875	77%
Development Impact Fees	333,870	170,310	51%
Other Revenues (interest, misc)	4,147,580	3,213,048	77%
Total Revenues	75,563,780	58,378,233	77%
Expenses			
Purchase Power	41,609,430	31,394,092	75%
Non Power	15,137,612	8,940,745	59%
Capital Projects	8,621,113	3,803,987	44%
Debt Service	3,988,010	3,254,401	82%
Cost of Service	2,269,670	1,702,253	75%
In-lieu Transfer to General Fund	7,273,890	5,455,418	75%
Total Expenses	78,899,725	54,550,896	69%

Beginning Cash Balance (6/30/19)		37,009,865
Ending Cash Balance (3/31/20)		41,494,568
Reserve Policy Target		22,512,000
% of Target		184%



Electric Utility Funds Cash Balances (March 31, 2020)

Operating Funds	\$ 26,980,245
Utility Outlay Reserve Fund	\$ 1,000,000
Public Benefits Fund	\$ 4,046,043
Impact Fee Fund	\$ 1,056,720
Solar Surcharge Fund	\$ 319,945
Greenhouse Gas Fund	\$ 8,091,615
Total	\$ 41,494,568

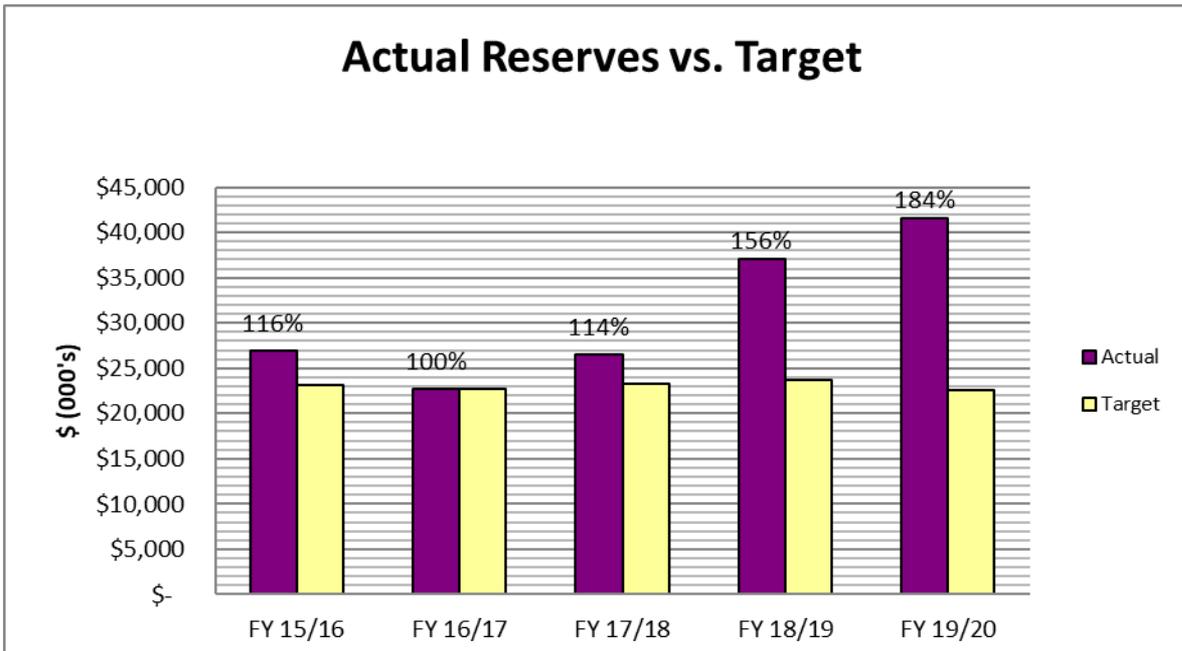


Electric Utility Reserve Policy

(March 31, 2020)

Purpose	Target	Actual*
Operating Reserves	\$ 21,512,000	\$ 40,494,568
Capital Reserve	\$ 1,000,000	\$ 1,000,000
Total Target	\$ 22,512,000	\$ 41,494,568

*Includes cash held locally and at NCPA



Cash balances support City Council approved reserve requirements and provide funds for pay as you go Capital Improvement Projects.



Capital Improvement Project 5-Year Spending Plan

Project	FY 19-20 Budget	FY 20-21 Forecast	FY 21-22 Forecast	FY 22-23 Forecast	FY 23-24 Forecast
Distribution Capacity Program	\$600,000	\$310,000	\$0	\$1,100,000	\$0
Underground / Overhead Maint	\$2,026,278	\$2,701,000	\$1,610,000	\$1,342,700	\$1,342,700
Streetlight Maintenance / Repair	\$58,482	\$50,000	\$50,000	\$50,000	\$50,000
LED Streetlight Improvements	\$100,000	\$150,000	\$150,000	\$150,000	\$150,000
230 kV Interconnection Project*	\$350,000	\$0	\$0	\$0	\$0
Substation Maint / Improvements	\$1,979,202	\$104,050	\$0	\$300,000	\$1,775,000
Building & Security Improvements**	\$2,570,838	\$50,000	\$350,000	\$0	\$0
Work for Others	\$770,000	\$300,000	\$550,000	\$550,000	\$550,000
Vehicles & Equipment	\$166,313	\$255,000	\$847,000	\$330,000	\$680,000
Total Projects	\$8,621,113	\$3,920,050	\$3,557,000	\$3,822,700	\$4,547,700

*Includes planning and design costs only

**LEU Office Renovation Project will commence in FY 2021



5-Year Financial Forecast Looking Ahead

	FY 19/20 Estimated	FY 20-21 Forecast	FY 21-22 Forecast	FY 22-23 Forecast	FY 23-24 Forecast
Available Cash	\$30,022,293	\$28,897,403	\$27,637,728	\$25,677,321	\$22,719,975
Days Cash	161	145	140	127	111
Reserve Target	\$22,512,000	\$23,358,000	\$23,372,354	\$23,796,462	\$23,948,823
% of Target	133%	124%	118%	108%	95%

- FY 19/20 projection includes ~\$3.5 million in bill credit assistance due to COVID-19
- Current forecast indicates needed rate adjustment of approximately 2 percent by Fiscal Year 2024 to meet Council established reserve targets.
- Staff will continue to evaluate and implement cost saving measures and update Council accordingly.
- Current forecast assumes funding of all budgeted full-time positions.
 - LEU currently has 6 full-time vacancies



Power Sales (March 31, 2020)

Power Sales (kWh)		
Customer Class	Budget	Actual
Residential	156,294,837	119,883,312
Small Commercial	159,140,314	120,530,972
Large Commercial/Small Industrial	46,249,031	31,697,019
Industrial	62,480,889	47,019,534
Total	424,165,071	319,130,837

Revenue (\$)			
Customer Class	Budget	Actual	Average Rate
Residential	\$ 27,853,848	\$ 23,023,229	\$ 0.1920
Small Commercial	\$ 28,167,008	\$ 20,994,673	\$ 0.1742
Large Commercial/Small Industrial	\$ 7,408,165	\$ 5,217,358	\$ 0.1646
Industrial	\$ 7,653,309	\$ 5,759,615	\$ 0.1225
Total	\$ 71,082,330	\$ 54,994,875	\$ 0.1723



ECA Revenue

(March 31, 2020)

Customer Class	Total (\$)
Residential	\$ 1,860,500
Small Commercial	\$ 1,888,396
Large Commercial / Small Industrial	\$ 506,841
Industrial	\$ 689,806
Total Revenue	\$ 4,945,543



Electric Utility Fund Operating Results (March 31, 2020)

	Budget	Actual	% of Budget
Personnel	\$ 8,593,370	\$ 6,344,225	74%
Supplies, Materials, Services	\$ 4,679,722	\$ 1,836,631	39%
Other Payments	\$ 1,783,020	\$ 708,310	40%
Utilities	\$ 81,500	\$ 51,579	63%
Total Operating Expenses	\$ 15,137,612	\$ 8,940,745	59%



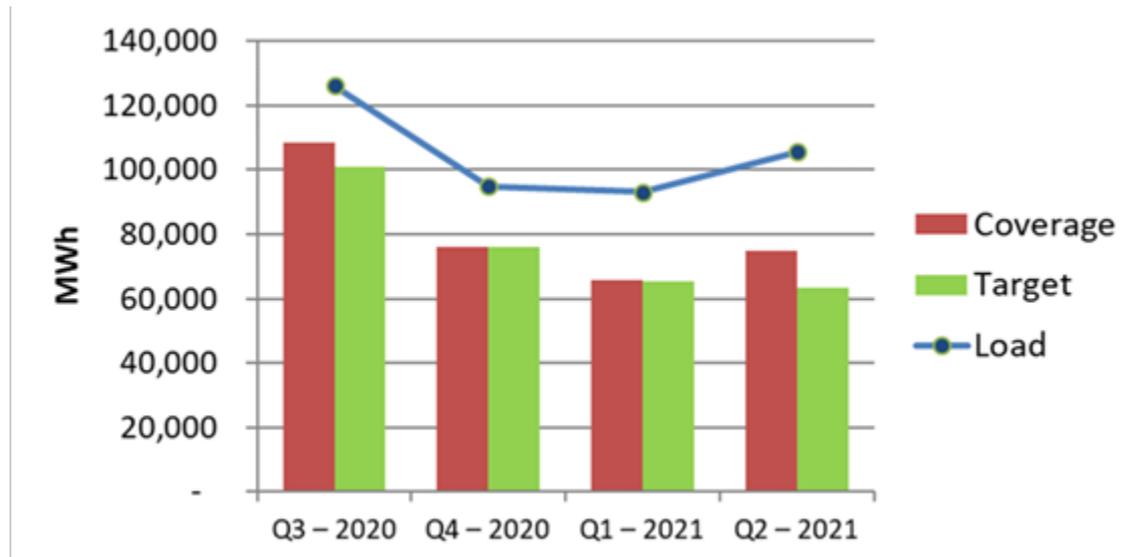
Power Supply Costs (March 31, 2020)

	Budget	Actual	% of Budget
Generation	\$ 29,722,900	\$ 22,368,271	75%
Transmission	\$ 10,540,550	\$ 7,773,325	74%
Management Services	\$ 1,345,980	\$ 1,252,496	93%
Total Power Supply Costs	\$ 41,609,430	\$ 31,394,092	75%



Load Coverage

	MWh Load	ROC Matrix Target	Load Coverage (Including Purchases)
Q3 – 2020	126,003	80.0%	86.0%
Q4 – 2020	94,942	80.0%	80.2%
Q1 – 2021	93,097	70.0%	70.6%
Q2 – 2021	105,592	60.0%	71.0%



- LEU continues to meet or exceed Risk Management targets
- Includes purchases approved through April 2020 by the Risk Oversight Committee



Risk Oversight Committee (ROC) Report Highlights

- Two ROC meetings held January – March 2020
 - Forward energy purchases approved to cover open positions in Summer/Fall 2020
 - Discussed confidential Cap and Trade strategy and activities
 - Provided information and updates regarding Lodi Energy Center
 - Approved purchase of Portfolio Content Category 3 RPS resources
 - Approved purchase of short-term Portfolio Content Category 1 RPS resource



Strategic Areas of Focus

Project Highlights

- Customer
 - Issued ~\$3.5 million in customer bill credits to help mitigate financial hardships resulting from COVID-19
 - Expanded CARE Program financial assistance for low-income and fixed-income customers
 - Public outreach campaign recently launched
 - Lodi Electric **CARES** (Community-owned, Affordable, Reliable, Electric Service)
 - Advertising in Lodi News-Sentinel
 - Advertising on buses, bus shelters and billboards throughout town
- Technology
 - Broadband Feasibility Study underway
 - Final testing of “last gasp” feature for electric meters to automatically notify Outage Management System
 - Contract nearly complete with ITRON for remote connect/disconnect meters to address employee safety



Strategic Areas of Focus

Project Highlights (continued)

- Financial
 - Secured short-term agreement with Nevada Irrigation District for additional RPS hydroelectric resources through December 2021
- Reliability
 - Contract negotiations underway for distribution system study
 - Line Department completed inspection of ~40% of overhead distribution system during COVID event
 - Significant progress continues with vegetation management activities
- Workforce Planning
 - 3 internal promotions
 - (2) Engineering Tech and Lineman to Operations
 - (1) Lineman to Construction/Maintenance Supervisor
 - 6 Full-Time Vacancies
 - (3) Engineering; (2) Line Department; (1) Field Services



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Appointing Jennifer Cusmir to the Position of City Clerk Pursuant to Government Code section 54957, and Approving the Related Employment Agreement

MEETING DATE: June 30, 2020

SUBMITTED BY: Mayor

RECOMMENDED ACTION: Adopt resolution appointing Jennifer Cusmir to the position of City Clerk pursuant to Government Code section 54957, and approving the related employment agreement.

BACKGROUND INFORMATION: Pursuant to City Council direction provided at the June 8, 2020, special meeting, attached is the draft employment agreement with Jennifer Cusmir to be employed as the City Clerk for the City of Lodi. It is anticipated that Ms. Cusmir will begin employment on July 27, 2020

FISCAL IMPACT: The employment agreement reflects an annual salary of \$120,436.29

FUNDING AVAILABLE: No cost in excess of the current budget

Doug Kuehne
Mayor

APPROVED: _____
Stephen Schwabauer, City Manager

CITY CLERK EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of June ____, 2020, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Jennifer Cusmir, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. GENERAL:

City agrees to employ Employee as the City Clerk of City starting July 27, 2020, and Employee agrees to perform the functions and duties the City Council shall from time to time assign to her.

Employee currently holds the designation of Certified Municipal Clerk from the International Institute of Municipal Clerks. Employee is strongly encouraged to work towards the Master Municipal Clerk designation and remain actively involved in her professional association.

2. DUTIES & AUTHORITY:

Employee will:

- (a) Perform the functions and duties of a City Clerk as specified in the California Government Code, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes;
- (b) Perform all legally permissible and proper duties and functions as the City Council shall assign. Such duties may be modified from time to time upon such terms as are mutually agreeable to City and Employee;
- (c) Be responsible for managing and directing the operations of the City Clerk's office in accordance with an agreed upon performance plan;
- (d) Attend City Council meetings as needed by the City Council; and

- (e) Perform the functions and duties of the City Clerk to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

3. EXCLUSIVE EMPLOYMENT:

- (a) Employee has the duty and herein commits to devote her full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Clerk as set forth above.
- (b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement except as approved in writing by the City Council. The foregoing shall not be construed to prevent Employee from performing volunteer community service, provided Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform her duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

- (a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.
- (b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of her position. Employee does not have set hours of work as she is expected to be available at all times. It is recognized that Employee must devote a great deal of her time outside “normal office hours” to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

5. CITY COMMITMENTS:

- (a) City shall provide Employee with an office, support staff, office equipment, supplies, and all other facilities and services adequate for the performance of her duties.
- (b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.

- (c) City shall pay such professional dues, subscriptions, and memberships in such organizations necessary for Employee to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for her continued professional growth and advancement and benefit to the City.
- (d) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including but not limited to Annual Conferences of the League of California Cities and other national, regional, state, and local conferences, and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.

6. MUTUAL COMMITMENTS:

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to their needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

- (a) Conduct an evaluation of Employee’s performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist them in conducting this evaluation.
- (b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.
- (c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council’s policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) Base Salary – Employee shall be paid an annual salary of \$120,436.29 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads.

- (b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.
- (c) Future annual adjustments to Employee's salary shall be set by City Council action. City may not reduce salary or benefits provided by this Agreement unless:
 - (i) it does so on a Citywide (all employees) basis, and then in no greater percentage than the average reduction of all City employees, or
 - (ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall also be reimbursed by City for reasonable out of pocket expenses incurred in the course and scope of her employment in accordance with City reimbursement policies.

10. BASIC BENEFITS:

- (a) Holidays - Employee shall receive 36 floating hours of paid leave and nine and one half (9 ½) paid fixed holidays per year credited in the same manner as all other City employees.
- (b) Vacation Leave – Employee will receive a bank of forty hours of vacation leave concurrent with her start date that can only be used during Employee's first 12-months of Employment. Employee will receive paid vacation leave in increments of 3.08 hours per pay period, increasing as provided in the City of Lodi Executive Management Statement of Benefits, dated 2012, as amended from time to time by resolution of the City Council ("Executive Statement of Benefits"). Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.
- (c) Sick Leave - Employee shall be granted ninety-six (96) hours of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.

- (d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per calendar year (pro-rated for calendar year 2020). Employee may cash out up to eighty (80) hours of Administrative Leave, as provided under the Executive Statement of Benefits. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.
- (e) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to a percentage equal to the highest amount provided to any bargaining group (currently 3% of base salary).
- (f) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

11. INSURANCE:

- (a) Medical Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2020, the City will contribute a maximum towards the monthly medical premium based on qualifying tier (\$1,794.51 for Family coverage, \$1,380.39 for Employee+1, and \$690.17 for Employee only).

If Employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction. If Employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

- (b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPR). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay four percent (4%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement, with an additional one (1) percent contribution in the first full pay periods in January 2021 and January 2022.

13. SEPARATION:

- (a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of her position with the City, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. In the event Employee voluntarily resigns her position with City, she shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and all earned, accrued, and unused leave (vacation, sick, administrative, and holiday) in the manner as all other City employees.
- (b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Clerk, an important element of the employment Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

14. TERMINATION AND SEVERANCE:

In the event Employee is terminated by the City Council, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary and to continue to pay Employee's health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this Paragraph 14. In the event employee is convicted of a crime involving abuse of her office or position, as described in Paragraph 19, Employee shall reimburse City for any severance pay paid to Employee under this Paragraph 14.

15. EMPLOYMENT TERM:

- (a) Employee is an “at will” employee and shall serve at the pleasure of the City Council.
- (b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.
- (c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as City Clerk, subject only to the provisions set forth in Paragraph 13 of this Agreement.

16. AUTHORITY TO WORK IN THE UNITED STATES:

Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986, before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

17. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by the party to be charged.

18. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to her City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

19. INDEMNIFICATION:

In accordance with and subject to the provisions of California’s Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of her duties on the City’s

behalf for the period of her employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Clerk. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of her duties, the City may provide defense counsel for Employee in such suit and indemnify her from any judgment rendered against her; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Clerk, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

20. ABUSE OF OFFICE:

Any severance payments or cash settlement paid in relation to the termination of this Agreement, pursuant to Paragraph 14, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "abuse of office or position" means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

21. ATTORNEY'S FEES:

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith. In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this Agreement or be a separate obligation as appropriate.

22. SEVERABILITY:

If any provision or any portion of any provision of this contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

23. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

24. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Lodi, San Joaquin County, California.

25. NOTICES:

All written notices required pursuant to this agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Jennifer Cusmir, _____.

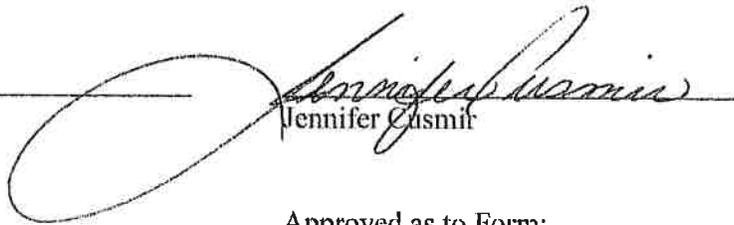
26. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By: _____
Doug Kuehne
Mayor

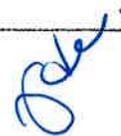

Jennifer Cusmir

Attest:

Approved as to Form:

Pamela M. Farris
Assistant City Clerk

Janice D. Magdich
City Attorney



RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPOINTING JENNIFER CUSMIR TO THE POSITION
OF CITY CLERK PURSUANT TO GOVERNMENT
CODE SECTION 54957, AND APPROVING
EMPLOYMENT SERVICES AGREEMENT
EFFECTIVE JUNE 30, 2020

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appoint Jennifer Cusmir to the position of City Clerk for the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council hereby approves the Employment Agreement (attached hereto as Exhibit A), effective June 30, 2020.

Dated: June 30, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held June 30, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

CITY CLERK EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of June ____, 2020, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Jennifer Cusmir, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. GENERAL:

City agrees to employ Employee as the City Clerk of City starting July 27, 2020, and Employee agrees to perform the functions and duties the City Council shall from time to time assign to her.

Employee currently holds the designation of Certified Municipal Clerk from the International Institute of Municipal Clerks. Employee is strongly encouraged to work towards the Master Municipal Clerk designation and remain actively involved in her professional association.

2. DUTIES & AUTHORITY:

Employee will:

- (a) Perform the functions and duties of a City Clerk as specified in the California Government Code, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes;
- (b) Perform all legally permissible and proper duties and functions as the City Council shall assign. Such duties may be modified from time to time upon such terms as are mutually agreeable to City and Employee;
- (c) Be responsible for managing and directing the operations of the City Clerk's office in accordance with an agreed upon performance plan;
- (d) Attend City Council meetings as needed by the City Council; and

- (e) Perform the functions and duties of the City Clerk to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

3. EXCLUSIVE EMPLOYMENT:

- (a) Employee has the duty and herein commits to devote her full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Clerk as set forth above.
- (b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement except as approved in writing by the City Council. The foregoing shall not be construed to prevent Employee from performing volunteer community service, provided Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform her duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

- (a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.
- (b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of her position. Employee does not have set hours of work as she is expected to be available at all times. It is recognized that Employee must devote a great deal of her time outside “normal office hours” to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

5. CITY COMMITMENTS:

- (a) City shall provide Employee with an office, support staff, office equipment, supplies, and all other facilities and services adequate for the performance of her duties.
- (b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.

- (c) City shall pay such professional dues, subscriptions, and memberships in such organizations necessary for Employee to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for her continued professional growth and advancement and benefit to the City.
- (d) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including but not limited to Annual Conferences of the League of California Cities and other national, regional, state, and local conferences, and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.

6. MUTUAL COMMITMENTS:

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to their needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

- (a) Conduct an evaluation of Employee’s performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist them in conducting this evaluation.
- (b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.
- (c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council’s policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) Base Salary – Employee shall be paid an annual salary of \$120,436.29 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads.

- (b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.
- (c) Future annual adjustments to Employee's salary shall be set by City Council action. City may not reduce salary or benefits provided by this Agreement unless:
 - (i) it does so on a Citywide (all employees) basis, and then in no greater percentage than the average reduction of all City employees, or
 - (ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall also be reimbursed by City for reasonable out of pocket expenses incurred in the course and scope of her employment in accordance with City reimbursement policies.

10. BASIC BENEFITS:

- (a) Holidays - Employee shall receive 36 floating hours of paid leave and nine and one half (9 ½) paid fixed holidays per year credited in the same manner as all other City employees.
- (b) Vacation Leave – Employee will receive a bank of forty hours of vacation leave concurrent with her start date that can only be used during Employee's first 12-months of Employment. Employee will receive paid vacation leave in increments of 3.08 hours per pay period, increasing as provided in the City of Lodi Executive Management Statement of Benefits, dated 2012, as amended from time to time by resolution of the City Council ("Executive Statement of Benefits"). Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.
- (c) Sick Leave - Employee shall be granted ninety-six (96) hours of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.

- (d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per calendar year (pro-rated for calendar year 2020). Employee may cash out up to eighty (80) hours of Administrative Leave, as provided under the Executive Statement of Benefits. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.
- (e) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to a percentage equal to the highest amount provided to any bargaining group (currently 3% of base salary).
- (f) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

11. INSURANCE:

- (a) Medical Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2020, the City will contribute a maximum towards the monthly medical premium based on qualifying tier (\$1,794.51 for Family coverage, \$1,380.39 for Employee+1, and \$690.17 for Employee only).

If Employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction. If Employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

- (b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPR). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay four percent (4%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement, with an additional one (1) percent contribution in the first full pay periods in January 2021 and January 2022.

13. SEPARATION:

- (a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of her position with the City, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. In the event Employee voluntarily resigns her position with City, she shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and all earned, accrued, and unused leave (vacation, sick, administrative, and holiday) in the manner as all other City employees.
- (b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Clerk, an important element of the employment Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

14. TERMINATION AND SEVERANCE:

In the event Employee is terminated by the City Council, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary and to continue to pay Employee's health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this Paragraph 14. In the event employee is convicted of a crime involving abuse of her office or position, as described in Paragraph 19, Employee shall reimburse City for any severance pay paid to Employee under this Paragraph 14.

15. EMPLOYMENT TERM:

- (a) Employee is an “at will” employee and shall serve at the pleasure of the City Council.
- (b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.
- (c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as City Clerk, subject only to the provisions set forth in Paragraph 13 of this Agreement.

16. AUTHORITY TO WORK IN THE UNITED STATES:

Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986, before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

17. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by the party to be charged.

18. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to her City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

19. INDEMNIFICATION:

In accordance with and subject to the provisions of California’s Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of her duties on the City’s

behalf for the period of her employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Clerk. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of her duties, the City may provide defense counsel for Employee in such suit and indemnify her from any judgment rendered against her; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Clerk, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

20. ABUSE OF OFFICE:

Any severance payments or cash settlement paid in relation to the termination of this Agreement, pursuant to Paragraph 14, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "abuse of office or position" means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

21. ATTORNEY'S FEES:

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith. In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this Agreement or be a separate obligation as appropriate.

22. SEVERABILITY:

If any provision or any portion of any provision of this contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

23. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

24. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Lodi, San Joaquin County, California.

25. NOTICES:

All written notices required pursuant to this agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Jennifer Cusmir, _____.

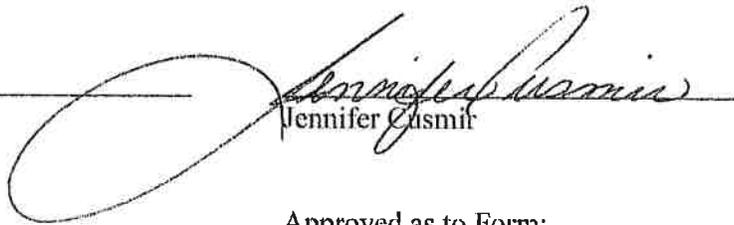
26. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By: _____
Doug Kuehne
Mayor

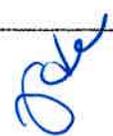

Jennifer Cusmir

Attest:

Approved as to Form:

Pamela M. Farris
Assistant City Clerk

Janice D. Magdich
City Attorney





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Review the proposed Reynolds Ranch Tentative Subdivision Map and Provide Comments to Staff and Applicant

MEETING DATE: June 30, 2020

PREPARED BY: Community Development Director

RECOMMENDATION: Review the proposed Reynolds Ranch Tentative Subdivision Map and provide comments to staff and the applicant.

BACKGROUND: The applicant, Bennett Homes, Inc., is proposing a 150-unit subdivision map in the Reynolds Ranch development and has applied for a Growth Allocation and approval of the Tentative Map.

The Map is being presented to the Council to provide members with an opportunity to comment on the design of the subdivision.

SUMMARY

The applicant is proposing to subdivide 28.2 gross acres into a 150-unit residential subdivision. The proposed map is shown below.

The applicant has not submitted designs for the homes which will be built on the lots, and has indicated to staff that the land, once the Tentative Map has been approved and Growth Allocations granted, will be sold to a homebuilder. The Tentative Map will be reviewed by the Planning Commission. Applications for Growth Allocations are reviewed by the City Council at a future date.

The homebuilder will be required to submit the proposed home designs for review and approval before any homes can be built. Review of the home designs will occur at the Site Plan and Architectural Review Committee.

APPROVED: _____
Stephen Schwabauer, City Manager

Figure 2: Reynolds Ranch Aerial Photo



PROPOSED PROJECT

The proposed subdivision would create 150 single family lots, plus lots for landscaping and drainage. The vast majority of the lots would be 5,000 square feet in size. No lot is smaller than 5,000 square feet; the largest lot is 9,543 square feet. The average size is 5,314 feet (when larger lots in the subdivision are included in the overall average).

BACKGROUND AND SETTING

The project site is designated on the General Plan and by PD 39 for medium density and low density development. Land use maps from the General Plan, Zoning Code, and PD39 are included in the attachments to this report.

ANALYSIS

Conformance with General Plan Density

The subject property is designated Low Density Residential (2-8 DU/ acre) and Medium Density Residential (8-20 DU/acre) on the Land Use Map of the General Plan.

The overall density of the project, excluding areas set aside for roadways and the flood detention basin¹, is 8.2 dwelling units per acre, which substantially complies with the density ranges of the Low Density Residential (2-8 DU/acre) and Medium Density Residential (8-20 DU/acre) General Plan land use categories.

The General Plan requires that residential developments be at least as dense as the minimum for each land use category:

LU-P3 Do not allow development at less than the minimum density prescribed by each residential land use category, without rebalancing the overall plan to comply with the “no net loss provisions of state housing law.”

Number of Lots/Homes

As discussed above, the proposed project meets the density requirements for the Low- and Medium Density Residential land use categories, consistent with Policy LU-P3.

The City Council may wish to note that the **minimum** number of dwelling units which must be provided on the site is **146 units** (based on the net acreage for the currently proposed subdivision). Below this number, the project would not meet the minimum density requirement of the General Plan.

Zoning Compliance

All of the proposed lots meet the standards of the RLD zoning district, which is used by the Reynolds Ranch Planned Development to establish standards for lots.

<u>Dimension</u>	<u>Minimum</u>	<u>Complies?</u>
Size	5,000 square feet	Yes
Frontage	50 feet	Yes
Depth	No standard	N/A

Design

The Lodi Zoning Code provides basic guidelines for the design of residential subdivisions:

“The guidelines provided here are intended to assist project designers and property owners in understanding and implementing the city’s goals for attaining high quality residential development. They are also intended to help preserve the traditional character of the city’s older neighborhoods.”

These guidelines are intended to encourage well designed residential neighborhoods that people enjoy living in, which: reduce the visual dominance of the automobile;

¹ Per the General Plan: “Residential density is expressed as housing units per net acre (excluding existing and proposed public streets and other rights of way).” [General Plan, page 2-7]

promote pedestrian activity; create variety and interest in the appearance of residential streets; provide community open space; and protect significant features of the natural environment. [Zoning Code 17.18.050.A]

The guidelines in the Zoning Code address two basic topics: 1) Street Layout and 2) Open Space and Natural Features. The suggested guidelines, and staff's analysis of each, are shown below.

Street Layout

- i. *Pedestrian orientation. Subdivision design should emphasize pedestrian connectivity within each project, to adjacent neighborhoods, nearby schools and parks, and to transit stops within one-quarter-mile of planned residential areas. All streets and walkways should be designed to provide safe and pleasant conditions for pedestrians, including the disabled, and cyclists.*

Staff's Analysis: The proposed subdivision provides direct pedestrian access to the nearby retail area to the east and to the public park to the south. All of the streets in the subdivision have sidewalks on both sides (except the streets and the north and west edges of the tract, which have homes and sidewalks only on one side).

- ii. *Block Length. The length of block faces between intersecting streets should be as short as possible, ideally no more than four hundred feet, to provide pedestrian connectivity.*

Staff's Analysis: The longest block faces are 750-900 feet long, which exceeds the recommended length. However, these blocks are oriented in the direction in which most pedestrians will want to travel (east toward the nearby retail center). Direct pedestrian access is provided to the public park south of the project. Staff feels that the design provides sufficient pedestrian access.

- iii. *Street Width and Design Speed. Streets within neighborhoods should be no wider than needed to accommodate parking and two low-speed travel lanes. Streets in new subdivisions should be designed to accommodate traffic speeds of twenty-five miles per hour or less, with most streets in a subdivision designed for lower speeds.*

Staff's Analysis: The streets in the proposed subdivision comply with City of Lodi standards for local public streets. (See additional discussion below.)

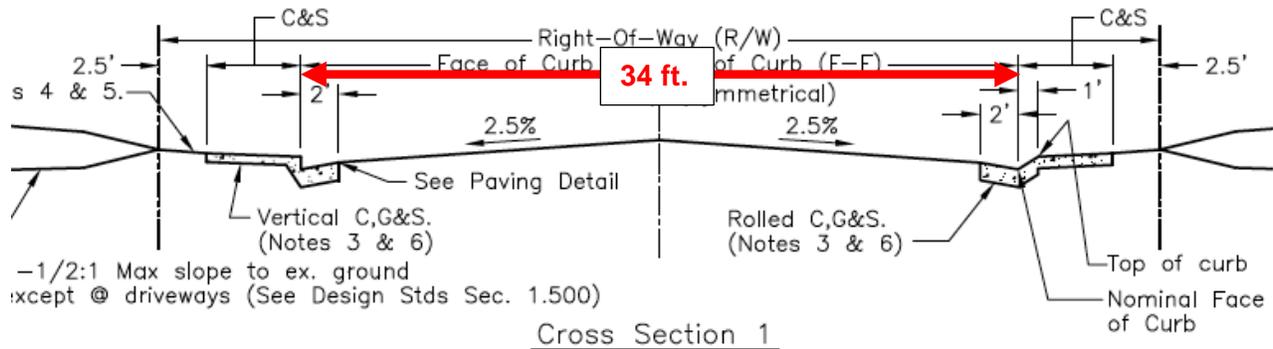
- iv. *Parkway/Planting Strips. Sidewalks should be separated from curbs by parkway strips of at least five feet in width. The parkways should be planted with canopy trees at a twenty-foot interval, or as appropriate to the species of the selected street tree, to produce a continuously shaded sidewalk. The parkways should also be planted with ground covers and other plant materials that will withstand pedestrian traffic.*

Staff's Analysis: The proposed internal roadways are designed to conform with the City's standards for a Minor Residential Street (City Standard Drawing 101). The standards provide two basic options for a Minor Residential Street:

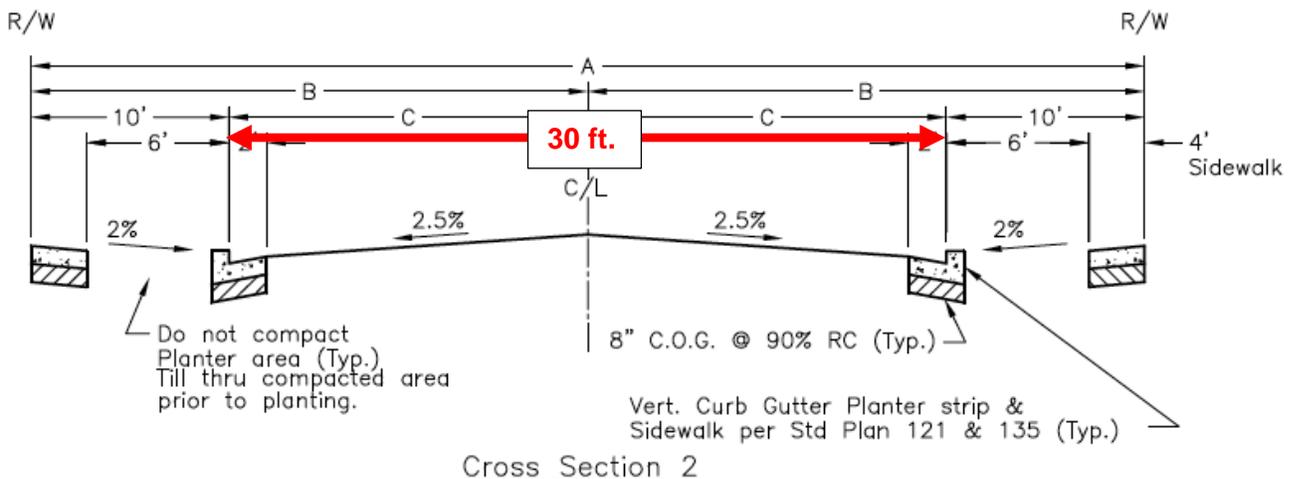
- Option A: A cross-section that includes a 34-foot-wide paved roadway with sidewalks adjacent to the curb; and

- Option B: A cross-section that includes a 30-foot-wide paved roadway with a planted parkway between the curb and sidewalk.

Option A: Minor Residential Street with 34-foot Paved Roadway



Option B: Minor Residential Street with 30-foot Paved Roadway



Standard Dimensions for Minor Residential Street

Section Dimension Table

Street Classification	(A) R/W	(2xC) F-F	Min. C&S	Cross Section	Structural Section
Minor Residential	50'	34'	5.5' Rolled	1	A
Minor Residential	50'	30'	4.0' sidewalk SW w/ 0.5' Vertical curb	2	A

The City has since approximately 2016 consistently used Option A for new subdivisions.

- v. *Access to Open Areas. Single-loaded streets (those with residential development on one side and open space on the other) should be used to provide public access to, and visibility of natural open spaces, public parks, and neighborhood schools, as well as a means for buffering homes from parks and schools.*

Staff's Analysis: None of the situations noted apply to this project.

Open Space and Natural Features

- i. *Natural amenities (such as views, mature trees, creeks, riparian corridors, and similar features) should be preserved and incorporated into proposed development to the greatest extent feasible.*

Staff's Analysis: None of the situations noted apply to this project.

- ii. *Development adjacent to parks or other public open spaces should be designed to provide maximum visibility of these areas.*

Staff's Analysis: None of the situations noted apply to this project.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

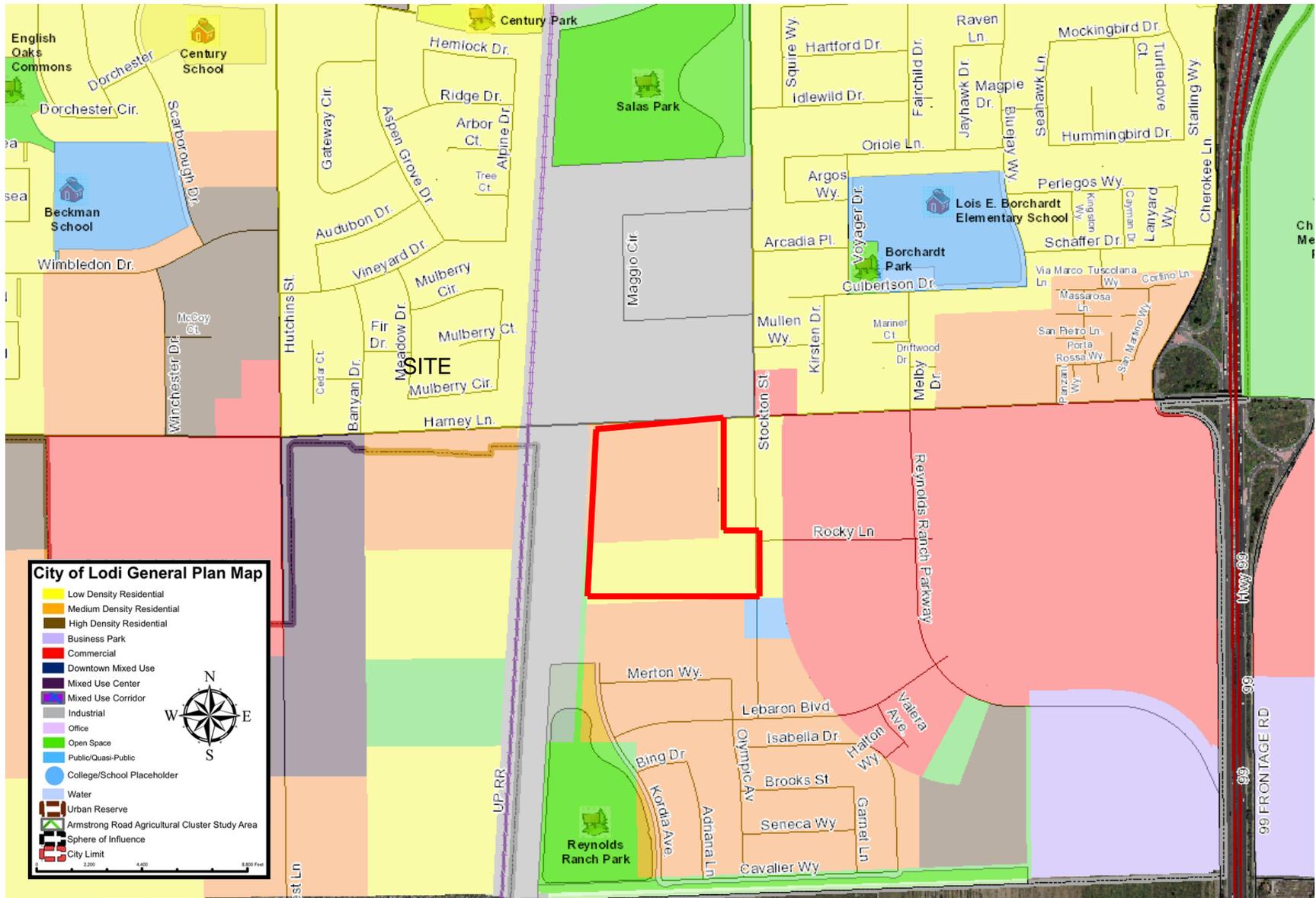
John R. Della Monica Jr.
Community Development Director

Attachment:

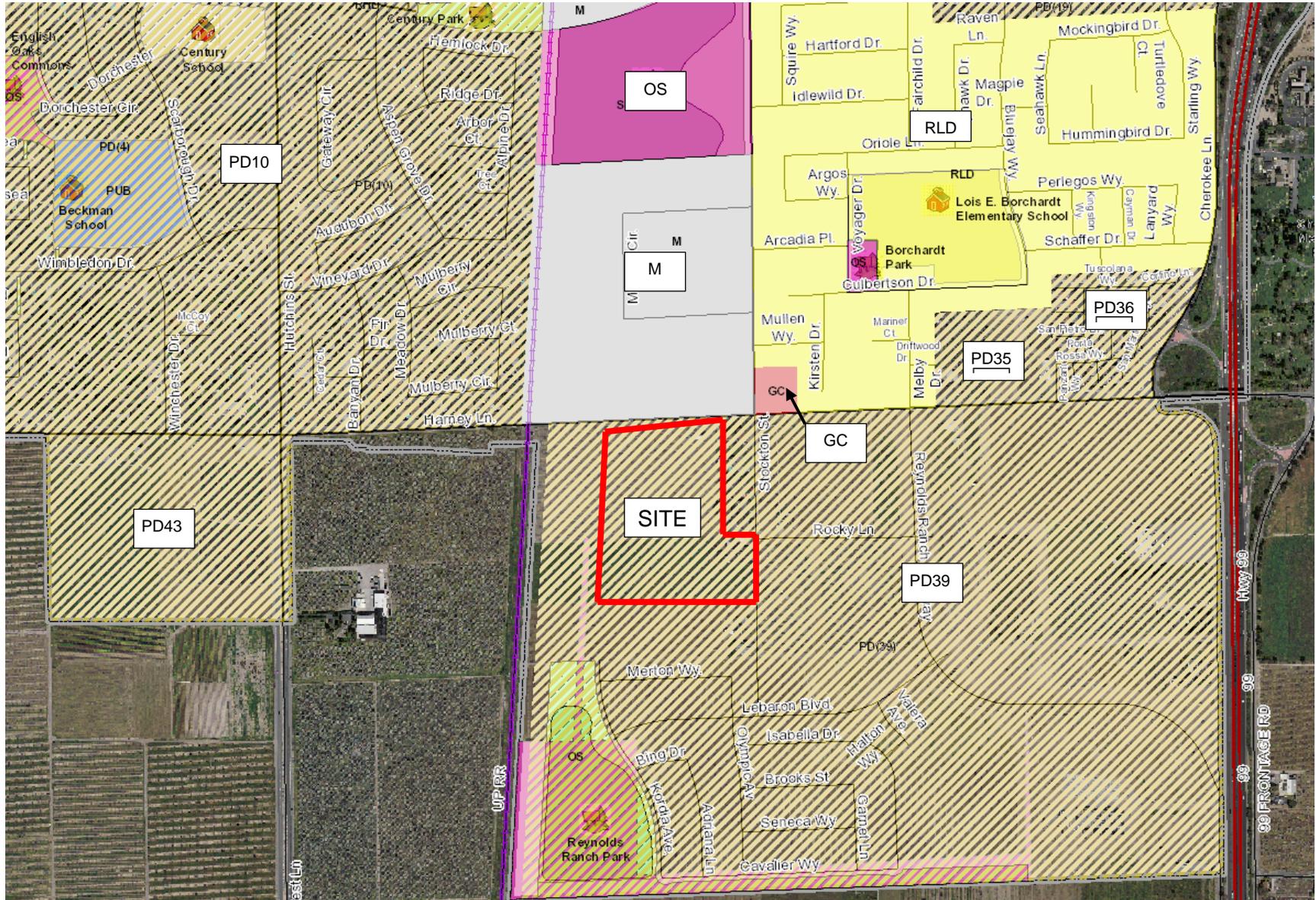
1. General Plan, Zoning, and PD39 Land Use Maps

Attachment 3: General Plan Land Use, Zoning Maps and PD39 Land Use Map

General Plan Land Use Map



Zoning Map



PD 39 Land Use Diagram

