



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

Streaming Link:

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<https://zoom.us/j/96856740300?pwd=S20zNGwyUGpjdDNISUFjeGtzT2dyUT09>

AGENDA – Regular Meeting

Date: September 2, 2020

Time: Closed Session 6:30 p.m.

Regular Meeting 7:00 p.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.facebook.com/CityofLodi/>; or

Please click the link below to join the webinar:

<https://zoom.us/j/96856740300?pwd=S20zNGwyUGpjdDNISUFjeGtzT2dyUT09>

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Or Telephone: Dial: US: +1 669 900 9128

Webinar ID: 968 5674 0300

Public Comment:

Members of the public can send written comments to the City Council prior to the meeting by emailing councilcomments@lodi.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@lodi.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@lodi.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@lodi.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:
Jennifer Cusmir
City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Pending Litigation: Government Code §54956.9(a); one case; *Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California, et al.*, United States District Court, Eastern District of California Case No. 2:20-cv-00832-JAM-CKD
- b) Pending Litigation: Government Code §54956.9(a); one case; *Best Supplement Guide, LLC; Sean Covell, an individual, vs. Gavin Newsom, in his official capacity as the Governor of California, et al.*, United States District Court, Eastern District of California Case No. 2:20-cv-00965-JAM-CKD

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations – None

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

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

- C-1 Receive Register of Claims for July 31, 2020 through August 13, 2020 in the Amount of \$3,616,375.43 (FIN)
- C-2 Approve Minutes (CLK)
 - a) July 28, August 4, August 11, and August 18, 2020 (Shirtsleeve Sessions)
 - b) July 28 and August 5, 2020 (Special Meetings)
 - c) August 5 and August 19, 2020 (Regular Meetings)
- C-3 Accept Quarterly Investment Report as Required by City of Lodi Investment Policy (FIN)
- C-4 Accept Quarterly Report of Purchases between \$10,000 and \$20,000 (FIN)
- Res. C-5 Adopt Resolution Rejecting All Initial Bids and Awarding Bids for Purchase of Pad Mount and Pole Mount Transformers to Anixter, Inc., of Benicia, under Long-Term (2-Year with 1-Year Extension) Purchase in Amount Not to Exceed \$3 Million Over Three Years (EU)
- Res. C-6 Adopt Resolution Rescinding the Portion of Resolution No. 2020-51 Pertaining to Mobile Modular Management Corporation, and Authorizing City Manager to Execute Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, for Temporary Office Space for Lodi Electric Utility Facility Renovation Project (\$181,422) (PW)

- Res. C-7 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Woodard and Curran, Inc., of Sacramento, for Consulting Services to Prepare Water Utility Risk and Resilience Assessment and Emergency Response Plan (\$88,600) (PW)
- Res. C-8 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Terracon Consultants, Inc., of Lodi, for Construction Materials Testing and Inspection Services (\$150,000) (PW)
- C-9 Accept Improvements Under Contract for 2020 Downtown Concrete Cleaning (PW)
- C-10 Accept Improvements Under Contract for Well 3R Rehabilitation Project (PW)
- Res. C-11 Adopt Resolution Authorizing Lodi Police Department to Participate in Selective Traffic Enforcement Program Grant Funded by Office of Traffic Safety; Further Authorizing City Manager to Execute Grant Documents on Behalf of City of Lodi; and Appropriate Funds (\$112,500) (PD)
- Res. C-12 Adopt Resolution Authorizing City Manager to Submit Two Homeless, Housing Assistance, Prevention Program (HHAP) Grant Applications and to Enter into Agreements with San Joaquin Continuum of Care and San Joaquin County for HHAP Grants (Approximately \$2,500,000) (CD)
- C-13 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Support for the Coalition to Support Local Recovery and the League of California Cities (LOCC) COVID-19 Recovery Efforts (CLK)
- C-14 Authorize the Mayor, on Behalf of the City Council, to Send a Letter Urging Congress to Support \$500 Billion in Direct Flexible Federal Assistance to Local Governments to Sustain Core Services for Residents and Support Public Health and Economic Recovery (CLK)
- Res. C-15 Adopt Resolution Authorizing City Manager to Roll Forward the Remaining Appropriation to Fiscal Year 2021 for Outfitting of Engine 2034 (\$40,000) (FD)
- C-16 Appoint Jennifer Phillips-Lorentzen as Adult Advisor on Greater Lodi Area Youth Commission; Rayleen Salgado, Matthew Gobel, Morgan Orlando, Kyle Armknecht, Talia Duran, Benjamin Gobel, Ahmad Kahn, and Parker Orlando as Students Members on Greater Lodi Area Youth Commission; Manjit Singh to the Planning Commission; and Magdalena Saldana to the Lodi Improvement Committee; and Re-Post for One Vacancy on Greater Lodi Area Youth Commission (Adult Advisor) (CLK)
- Res. C-17 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Northern Consulting Actuaries, of Minneapolis, MN, for OPEB Valuation Study Services for a Total Not to Exceed Amount of \$20,000 (CM)
- C-18 Set Public Hearing for September 16, 2020 to Consider Introducing an Ordinance Approving the Planning Commission's Recommendation to Repeal and Reenact the Following Lodi Municipal Code Chapters and Section: Chapter 15.60 – Flood Damage Prevention; Section 17.14.040 – General Performance Standards; and Chapter 17.28 – Overlay Zoning Districts; and Amend the Lodi Zoning Map to Establish the F-200 Overlay District to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection (CD)
- C-19 Set Public Hearing for September 16, 2020 to Consider Adopting a Resolution Approving the Planning Commission Recommendation to Amend the General Plan Safety Element to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection (CD)
- C-20 Set Public Hearing for September 16, 2020, to Consider Appeal of JAS Real Properties Development Lodi LLC (JAS) Regarding the Planning Commission's Approved Conditions of Approval for Reynolds Ranch Tentative Tract Map (CD)
- C-21 Re-Set Public Hearing from September 2, 2020 to September 16, 2020 to Consider Adopting Resolution Approving Planning Commission's Recommendation to Authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and Approve Planned Development Standards and Guidelines for Reynolds Ranch Tentative Tract Map (CD)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

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

G. Public Hearings – None

H. Regular Calendar

Res. H-1 Receive Presentation on the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan and Adopt Resolution Supporting Plan (CD)

Res. H-2 Adopt Resolution Approving Final Location for Tiny Homes Project (CD)

I. Ordinances – None

J. Adjournment

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

Jennifer Cusmir
City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer Cusmir at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer Cusmir (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 www.facebook.com/CityofLodi/ or <https://zoom.us/j/96856740300?pwd=S20zNGwyUGpjdDNIbUJfjeGtzT2dyUT09>.



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims for July 31, 2020 through August 13, 2020 in the Total Amount of \$3,616,375.43

MEETING DATE: September 2, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,616,375.43

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,616,375.43 for July 31, 2020 through August 13, 2020. Also attached is Payroll in the amount of \$1,513,033.30 through August 9, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi - v11.3.20 Live
7/31/2020 through 8/13/2020

Fund	Fund Title	Amount
100	General Fund	\$1,737,601.54
103	Measure L	\$1,411.33
120	Library Fund	\$2,987.01
140	Expendable Trust	\$197,166.92
200	Parks Rec & Cultural Services	\$92,340.22
213	LPD-Public Safety Prog AB 1913	\$1,474.37
270	Comm Dev Special Rev Fund	\$20.00
301	Gas Tax-2105 2106 2107	\$19,667.30
303	Measure K Funds	\$172,150.37
304	Gas Tax -2031	\$900.00
307	Federal - Streets	\$974.17
402	Info Systems Replacement Fund	\$2,580.50
404	Vehicle Replacement Fund - FD	\$10,364.39
432	Parks & Rec Capital	\$285.00
500	Electric Utility Fund	\$249,304.65
501	Utility Outlay Reserve Fund	\$120,816.73
504	Public Benefits Fund	\$60,730.50
530	Waste Water Utility Fund	\$147,426.62
560	Water Utility Fund	\$17,325.89
561	Water Utility-Capital Outlay	\$81,185.78
600	Dial-a-Ride/Transportation	\$1,967.39
650	Internal Service/Equip Maint	\$9,096.88
655	Employee Benefits	\$614,016.06
660	General Liabilities	\$59,581.00
665	Worker's Comp Insurance	\$12,463.41
801	L&L Dist Z1-Almond Estates	\$2,537.40
Total		\$3,616,375.43

Council Report: Payroll

City of Lodi - v11.3.20 Live

Pay Period 8/9/2020

Fund	Description	Amount
100	General Fund	781,797.56
103	Measure L	135,415.23
120	Library Fund	15,843.06
200	Parks Rec & Cultural Services	81,939.24
214	LPD-OTS Grants	1,091.85
219	LPD-ABC Grant	554.72
270	Comm Dev Special Rev Fund	28,952.11
301	Gas Tax-2105 2106 2107	33,597.76
500	Electric Utility Fund	195,288.18
501	Utility Outlay Reserve Fund	32,921.40
530	Waste Water Utility Fund	140,218.32
560	Water Utility Fund	25,310.61
600	Dial-a-Ride/Transportation	10,491.81
650	Internal Service/Equip Maint	20,749.59
655	Employee Benefits	8,861.86
Report Total		1,513,033.30



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Approve Minutes
a) July 28, 2020 (Shirtsleeve Session)
b) July 28, 2020 (Special Meeting)
c) August 4, 2020 (Shirtsleeve Session)
d) August 5, 2020 (Regular Meeting)
e) August 5, 2020 (Special Meeting)
f) August 11, 2020 (Shirtsleeve Session)
g) August 18, 2020 (Shirtsleeve Session)
h) August 19, 2020 (Regular Meeting)

MEETING DATE: September 2, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) July 28, 2020 (Shirtsleeve Session)
b) July 28, 2020 (Special Meeting)
c) August 4, 2020 (Shirtsleeve Session)
d) August 5, 2020 (Regular Meeting)
e) August 5, 2020 (Special Meeting)
f) August 11, 2020 (Shirtsleeve Session)
g) August 18, 2020 (Shirtsleeve Session)
h) August 19, 2020 (Regular Meeting)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 28, 2020**

The July 28, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer Cusmir
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 28, 2020**

A. Call to Order / Roll Call

The Special City Council meeting of July 28, 2020, was called to order by Mayor Kuehne at 7:00 a.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at <https://www.facebook.com/CityofLodi/> and <https://zoom.us/j/95280857499?pwd=VVJkVUU2WmdzNVV0RjFQV3V3R0M2Zz09>; the opportunity for public comment was available through councilcomments@lodi.gov and <https://zoom.us/j/95280857499?pwd=VVJkVUU2WmdzNVV0RjFQV3V3R0M2Zz09>.

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

B. Regular Calendar

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)

City Manager Stephen Schwabauer provided a presentation regarding the amendment to the Professional Services Agreement for security services. There was no discussion.

H. Douglas Duncan provided comment via email (filed), which was provided to the Council, making an inquiry as to the projected economic impact of the continued COVID-19 closures to local businesses.

Council Member Mounce made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-160 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.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: Council Member Chandler

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

B-2 Adopt Resolution Authorizing City Manager to Execute Amendment No. 6 to Professional Services Agreement with Lyons Security Services, Inc., of Orange, for Security Services at

City Hall Complex, Hutchins Street Square, and Lodi Public Library, Extending the Term of the Agreement and Adding Additional Security Services at the Lodi Transit Station and Parking Garage (\$1,166,000) (CM)

City Manager Stephen Schwabauer provided a presentation regarding the amendment to the Professional Services Agreement for security services. Specific topics of discussion included the positive experience staff has had working with Lyon Security Services at City Hall and Hutchins Square and staff's recommendation to extend services to the Lodi Transit Station and Parking Garage in hopes of improving service.

Council posed no questions.

Mayor Pro Tempore Nakanishi made a motion, second by Mayor Kuehne, to adopt Resolution No. 2020-161 authorizing the City Manager to execute Amendment No. 6 to Professional Services Agreement with Lyons Security Services, Inc., of Orange, for security services at City Hall Complex, Hutchins Street Square, and Lodi Public Library, extending the term of the agreement and adding additional security services at the Lodi Transit Station and Parking Garage, in the amount of \$1,166,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Chandler

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:07 a.m.

ATTEST:

Jennifer Cusmir
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 4, 2020**

The August 4, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer Cusmir
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 5, 2020**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 5, 2020, was called to order by Mayor Kuehne at 6:35 p.m.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Cusmir

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code Section 54956.9; One Application; Todd Lewis v. City of Lodi, Workers' Compensation Appeals Board Case No. ADJ12528172 (DOI: 05/21/18) (CA)
- b) Actual Litigation: Government Code Section 54956.9; Four Applications; Todd Wagner v. City of Lodi; Workers' Compensation Appeals Board Case No. ADJ10881078 (DOI: 2/01/2017), No. ADJ10881070 (DOI: CT- 09/11/2016), No. ADJ11220729 (DOI: 02/19/2018), No. ADJ10443474 (DOI: 02/10/2015) (CA)
- c) Pending Litigation: Government Code §54956.9(a); one case; Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California, et al., United States District Court, Eastern District of California Case No. 2:20-cv-00832-JAM-CKD (CA)
- d) Pending Litigation: Government Code §54956.9(a); one case; Best Supplement Guide, LLC; Sean Covell, an individual, vs. Gavin Newsom, in his official capacity as the Governor of California, et al., United States District Court, Eastern District of California Case No. 2:20-cv-00965-JAM-CKD (CA)

C-3 Adjourn to Closed Session

At 6:35, Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:02 p.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions:

Items C-2a), C-2b), C-2c), and C-2d) were all discussion with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of August 5, 2020, was called to order by Mayor Kuehne at 7:02 p.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at <https://www.facebook.com/CityofLodi/> and <https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHIpeGNrOWVwUT09>; the opportunity for public comment was available through councilcomments@lodi.gov and <https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHIpeGNrOWVwUT09>.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Cusmir

B. Presentations – None

C. Consent Calendar (Reading; Comments by the Public; Council Action) All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Special Teleconference Notice at the beginning of this agenda.

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

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

C-1 Receive Register of Claims for June 26, 2020 through July 16, 2020 in the Total Amount of \$4,382,462.03 (FIN)

Claims were approved in the amount of \$4,382,462.03.

C-2 Approve Minutes (CLK)

The minutes of June 30, 2020 (Special Meeting), June 30, 2020 (Shirtsleeve Session), July 1, 2020 (Regular Meeting), July 7, 2020 (Shirtsleeve Session), and July 14, 2020 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Well 7 Electrical Improvements (PW)

Approved plans and specifications and authorized advertisement for bids for Well 7 Electrical Improvements.

C-4 Adopt Resolution Rejecting All Bids, Approving Specifications, Authorizing Re-Advertisement for Bids, Authorizing City Manager to Award Contract to Lowest Responsive Bidder for Lodi Avenue and Mills Avenue Resurfacing Project (\$1,400,000), and

Authorizing City Manager to Execute Change Orders (\$200,000) (PW)

This item was pulled from the Consent Calendar for public comment and discussion.

James Castle, CPA, Chief Financial Officer, Central Valley Engineering & Asphalt, Inc., provided comment via email (filed), requesting the City accept their bid as the responsive low bid and award the project.

Public Works Director Charles Swimley discussed the findings of the review of the bidders' Disadvantaged Business Enterprise (DBE) participation and explained that the staff recommendation to reject all bids and re-advertise for bids is based on an investigation of the bid results which found if the project were to be awarded a bid protest may result and/or federal funding for the project could be jeopardized.

There was additional discussion regarding the impact of the changing weather to the project schedule. City Manager Stephen Schwabauer elaborated on the possibility of losing federal funding.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-171 rejecting all bids, approving specifications, authorizing re-advertisement for bids, authorizing the City Manager to award contract to lowest responsive bidder for Lodi Avenue and Mills Avenue Resurfacing Project, in an amount not to exceed \$1,400,000, and authorizing the City Manager to execute change orders, in an amount not to exceed \$200,000.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

C-5 Adopt Resolution Awarding Contract for Stormwater Trash Collection Project - Phase 1 (2020) to Soracco, Inc., of Lodi (\$223,870), and Authorizing City Manager to Execute Change Orders (\$50,000) (PW)

Adopted Resolution No. 2020-162 awarding contract for Stormwater Trash Collection Project - Phase 1 (2020) to Soracco, Inc., of Lodi, in the amount of \$223,870, and authorizing the City Manager to execute change orders, in an amount not to exceed \$50,000.

C-6 Adopt Resolution Authorizing the Purchase of Ammunition from San Diego Equipment Company, Inc., of San Diego, for Use by the Police Department (\$55,936) (PD)

Adopted Resolution No. 2020-163 authorizing the purchase of ammunition from San Diego Equipment Company, Inc., of San Diego, for use by the Police Department, in the amount of \$55,936.

C-7 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase Ultraviolet Disinfection Parts from DC Frost Associates, Inc., of Walnut Creek, for White Slough Water Pollution Control Facility (\$94,583) (PW)

Adopted Resolution No. 2020-164 authorizing the City Manager to waive bid process and

purchase ultraviolet disinfection parts from DC Frost Associates, Inc., of Walnut Creek, for White Slough Water Pollution Control Facility, in the amount of \$94,583.

- C-8 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Fieldman, Rolapp & Associates, of Irvine, for Municipal Advisory Services, Extending the Contract for Two Years, and Adding Continuing Disclosure Consulting Services for All City Debt Issuances for a Total Not to Exceed Amount of \$5,000 for the Added Services (CM)

Adopted Resolution No. 2020-165 authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Fieldman, Rolapp & Associates, of Irvine, for municipal advisory services, extending the contract for two years, and adding continuing disclosure consulting services for all City debt issuances for a total not-to-exceed amount of \$5,000 for the added services.

- C-9 Adopt Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Lodi, Mokelumne Rural Fire District, and Liberty Fire District for the Purpose of Receiving, Administering, and Accounting of the California Office of Traffic Safety Grant Funds to Support Regional Collision Response and Extrication Improvement (FD)

Adopted Resolution No. 2020-166 authorizing the City Manager to execute a Memorandum of Understanding between the City of Lodi, Mokelumne Rural Fire District, and Liberty Fire District for the purpose of receiving, administering, and accounting of the California Office of Traffic Safety grant funds to support regional collision response and extrication improvement.

- C-10 Adopt Resolution Authorizing City Manager to Execute Task Order No. 49 with West Yost & Associates, Inc., of Davis, for Regulatory Engineering Services at White Slough Water Pollution Control Facility (\$193,700) (PW)

Adopted Resolution No. 2020-167 authorizing the City Manager to execute Task Order No. 49 with West Yost & Associates, Inc., of Davis, for regulatory engineering services at White Slough Water Pollution Control Facility, in the amount of \$193,700.

- C-11 Adopt Resolution Authorizing Police Chief to Accept Grant and Execute Contract Administered by the Department of Alcoholic Beverage Control, and Appropriate Funds (\$60,417) (PD)

Adopted Resolution No. 2020-168 authorizing the Police Chief to accept grant and execute contract administered by the Department of Alcoholic Beverage Control, and appropriate funds in the amount of \$60,417.

- C-12 Adopt Resolution Authorizing the City Manager to Execute a Memorandum of Agreement Between the City of Lodi and the County of San Joaquin Regarding Participation in the San Joaquin County Unified Mass Notification System (FD)

Adopted Resolution No. 2020-169 authorizing the City Manager to execute a Memorandum of Agreement between the City of Lodi and the County of San Joaquin regarding participation in the San Joaquin County Unified Mass Notification System.

- C-13 Adopt Resolution Authorizing City Manager to Execute Lease of City Property Located at 111 North Stockton Street (PW)

Adopted Resolution No. 2020-170 authorizing the City Manager to execute lease of City Property located at 111 North Stockton Street.

C-14 Accept Improvements Under Contract for White Slough Water Pollution Control Facility 2017 Irrigation System Improvements Project (PW)

Accepted improvements under contract for White Slough Water Pollution Control Facility 2017 Irrigation System Improvements Project.

C-15 Post for Vacancy on Lodi Improvement Committee (CLK)

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

Council Member Mounce asked why there is a vacancy on the Lodi Improvement Committee, inquired as to whether or not there are problems with the committee and questioned as to whether or not the Committee should be disbanded.

City Manager Schwabauer stated that one member did move out of the area and Council Member Mounce requested staff provide additional information as to the reasons for the other vacancies.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to direct the City Clerk to post for the following vacancy:

Lodi Improvement Committee

Alfredo Almazan Term to expire March 1, 2022

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

Mayor Kuehne called for a recess of the Regular Meeting at 7:25 p.m and called to order the City Council Special Meeting at 7:25 p.m. The Special Meeting of the City Council adjourned at 7:32 p.m. and the Regular Meeting reconvened at 7:32 p.m.

D. Comments by the Public on Non-Agenda Items
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES

Kenneth Huntley provided public comment via email (filed) regarding negative comments on social media about residents of the City of Stockton and asking for solutions to promote unity between the cities of Lodi and Stockton.

Jim Casey provided public comment via email (filed) regarding a proposal for a permanent homeless facility near the American Legion Building and requesting more information about the City's intentions and the proposal.

Spencer Rhodes provided public comment via email (filed) regarding a proposed permanent homeless facility at the Armory/Chapman Park reported by the Lodi News Sentinel and asking the City to consider a different location.

Kathy Davis provided public comment via email (filed) regarding housing the homeless at the Armory/Chapman Park and requesting the City not select that location.

Arlene Baker provided public comment via email (filed) regarding the homeless being housed by the American Legion Building or the Armory and requesting a location on the outskirts of the City be selected instead.

Debbie Kackley provided public comment via email (filed) regarding not being in favor of housing the homeless at the Armory.

Merlin Dais provided public comment via email (filed) regarding not being in favor of housing the homeless at the Armory/Chapman Park.

Amanda Lee provided public comment via email (filed) strongly supporting the City's plans to create a low-bar homeless shelter but not at the Armory/Chapman Park.

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

Mayor Kuehne stated that he does not believe the homeless situation will get any better for any cities due to decisions made by Governor Newsom to release prisoners.

Council Member Mounce believes prison releases have led to the increase of the homeless and poor decisions made by the State legislators to release more prisoners rather than build more prisons. Council Member Mounce noted that the public commenting were against using the Armory as a location for a shelter.

Council Member Mounce reported that she has continued meeting with the San Joaquin Partnership via Zoom and the group is continuing to make headway.

Mayor Pro Tempore Nakanishi stated the problem of homelessness and COVID-19 will be with the City for years to come and spoke about how one problem attributes to the other. Mayor Pro Tempore Nakanishi highlighted some of the actions taken by the City to help address the problems caused by the homeless. Mayor Pro Tempore Nakanishi discussed the importance of social distancing and washing hands in the prevention of COVID-19 and reviewed some of the statistics from the County.

Council Member Chandler noted that the public comments were addressing what is a concept and not a proposal and he thinks all of the concepts require vetting. Council Member Chandler stated that there may never be a perfect location, but action needs to be taken.

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

City Manager Schwabauer stated that the City Council did give staff direction to explore the concept of a low-bar/no-bar shelter for the homeless and staff has started that process. Staff is doing its due diligence in exploring all options to bring to Council to be publicly discussed. There has been no location selected and there will be a public process to consider a location. City Manager Schwabauer stated that he shares many of the concerns of the public who provided comment and discussed the options legally available to the City. He also noted that there is a lot more work to complete other than vetting a location, such as securing funding.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Declaring Results of the Majority Protest Proceedings and Renewing the Lodi Tourism Business Improvement District (LTBID) (CM)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting resolution declaring results of the majority protest proceedings and renewing the Lodi Tourism Business Improvement District (LTBID).

Astrida Trupovnieks presentation regarding the last step of the approval process associated with the Lodi Business Improvement District. Carson Lambeth with Civitas and Nancy Beckman with Visit Lodi! were present to address questions from the Council. Nancy Beckman spoke about the business recovery effort that will be led by Visit Lodi! and the importance of the business district being renewed.

City Manager Schwabauer explained that the fee is a self-assessed fee that funds marketing efforts, which is not paid for by Lodi residents unless they happen to be lodging in Lodi hotels.

City Clerk Jennifer Cusmir declared that the City Clerk's Office received no votes in opposition.

Mayor Kuehne opened the public hearing for public comment.

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

Council Member Chandler made a motion, second by Mayor Kuehne, to adopt Resolution No. 2020-172 declaring results of the majority protest proceedings and renewing the Lodi Tourism Business Improvement District (LTBID).

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

H. Regular Calendar – None

I. Ordinances

I-1 Adopt Ordinance No. 1978 Entitled, "An Uncodified Ordinance of the City Council of the City of Lodi Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10)" (CLK)

Council Member Mounce made a motion, second by Council Member Chandler, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1978 entitled, "An Uncodified Ordinance of the City Council of the City of Lodi Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10)," which was introduced at a regular meeting of

the Lodi City Council held July 15, 2020.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:14 p.m., in honor and remembrance of Wendel Kiser, local businessman and former member of the Planning Commission and the Site Plan and Architectural Review Committee.

ATTEST:

Jennifer Cusmir
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 5, 2020**

A. Call to Order / Roll Call

The Special City Council meeting of August 5, 2020, was called to order by Mayor Kuehne at 7:25 p.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at <https://www.facebook.com/CityofLodi/> and [https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHlpeGNrOWVwUT09](https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHlpeGNrOWVwUT09;); the opportunity for public comment was available through councilcomments@lodi.gov and <https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHlpeGNrOWVwUT09>.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Cusmir

B. Regular Calendar

- B-1 Adopt Resolution Authorizing an additional appropriation and expenditure of Fiscal Year 20-21 for the Great Plates Delivered in the amount of \$560,000 to the existing appropriation of \$1,828,266 for a total amended appropriation of \$2,388,265 to be reimbursed by FEMA and state government at a rate of 93.75 percent for the implementation of the Great Plates Delivered Program; further authorize the City Manager to extend the City's participation in the Great Plates Delivered Program and increase appropriations for the program beyond September 9, 2020 and the amounts authorized in this resolution contingent upon an additional state and federal extension of both the program and corresponding reimbursements at 93.75% (CM)

City Manager Stephen Schwabauer provided a presentation on the Great Plates Delivered Program. Specific topics of discussion included the extension of the program for another month and the possibility of future extensions.

Mayor Kuehne stated that Great Plates is a great program and he supports continuing the program for as long as it is able to be funded.

Mayor Pro Tempore Nakanishi recommended notifying program participants that this may be the last extension of the program unless the State determines otherwise.

Deputy City Manager Andrew Keys and City Manager Schwabauer responded to questions asked by Council Member Mounce regarding the program's cost to the City.

Council Member Mounce made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-173 authorizing an additional appropriation and expenditure of Fiscal Year 20-21 for the Great Plates Delivered Program in the amount of \$560,000 to the existing appropriation of \$1,828,266 for a total amended appropriation of \$2,388,265 to be reimbursed by FEMA and State government at a rate of 93.75 percent for the implementation of the Great Plates Delivered Program; and further authorizing the City Manager to extend the City's participation in

the Great Plates Delivered Program and increase appropriations for the program through September 9, 2020 and the amounts authorized in this resolution contingent upon an additional State and federal extension of both the program and corresponding reimbursements at 93.75 percent.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:32 p.m.

ATTEST:

Jennifer Cusmir
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 11, 2020**

The August 11, 2020, Informal Informational Meeting (“Shirtsleeve” Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer Cusmir
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 18, 2020**

The August 18, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer Cusmir
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 19, 2020**

C-1 Call to Order / Roll Call

There was no Closed Session.

C-2 Announcement of Closed Session - None

C-3 Adjourn to Closed Session – N/A

C-4 Return to Open Session / Disclosure of Action – N/A

A. Call to Order / Roll Call

The Regular City Council meeting of August 19, 2020, was called to order by Mayor Kuehne at 7:00 p.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at

<https://www.facebook.com/CityofLodi/> and <https://zoom.us/j/99981853803?pwd=OUIDRHBnQVFrOU0ySIJ5RzNJOEs2QT09>; the opportunity for public comment was available through councilcomments@lodi.gov and <https://zoom.us/j/99981853803?pwd=OUIDRHBnQVFrOU0ySIJ5RzNJOEs2QT09>.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Janice Magdich, and City Clerk Cusmir

B. Presentations - None

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

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

C-1 Receive Register of Claims for July 17, 2020 through July 3, 2020 in the Total Amount of \$6,004,374.01 (FIN)

Claims were approved in the amount of \$6,004,374.01.

C-2 Approve Minutes (CLK)

The minutes of July 15, 2020 (Regular Meeting), July 21, 2020 (Shirtsleeve Session), and July 21, 2020 (Special Meeting) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for 2020 GrapeLine Bus Stop Accessibility and Shelter Improvements (PW)

Approved specifications and authorized advertisement for bids for 2020 GrapeLine Bus Stop Accessibility and Shelter Improvements.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal (PW)

Approved plans and specifications and authorized advertisement for bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal.

C-5 Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios (\$25,348) (PD)

Adopted Resolution No. 2020-174 authorizing the City Manager to waive the bid process and approve purchase of radios, in the amount of \$25,348.

C-6 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Delta Wireless, Inc., of Stockton, through Motorola for the Purchase and Installation of Cable Bridge for Support and Protection of UHF Antennae Cables and Crane Services (\$5,721) (IT)

Adopted Resolution No. 2020-175 authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement with Delta Wireless, Inc., of Stockton, through Motorola for the purchase and installation of cable bridge for support and protection of UHF antennae cables and crane services, in the amount of \$5,721.

C-7 Adopt Resolution Rescinding Resolution No. 2019-233 and Authorizing City Manager to Execute Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for Installation, Repair, and Maintenance of City Security Doors, Gates, and Access Controls (\$90,000) (PW)

Adopted Resolution No. 2020-176 rescinding Resolution No. 2019-233 and authorizing the City Manager to execute a Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for installation, repair, and maintenance of City security doors, gates, and access controls, in the amount of \$90,000.

C-8 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 3 to Professional Services Agreement with Quest Media & Supplies, Inc., of Roseville, for

Purchase and Installation of Server Storage and Video Surveillance Cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire Station No. 1, Including System Support and Maintenance Plan (\$89,875) (IT)

Adopted Resolution No. 2020-177 authorizing the City Manager to execute Amendment No. 3 to a Professional Services Agreement with Quest Media & Supplies, Inc., of Roseville, for purchase and installation of server storage and video surveillance cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire Station No. 1, including system support and maintenance plan, in the amount of \$89,875.

C-9 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Power Centric Solutions, LLC, of Gallatin, Tennessee, for Lodi Electric Utility Engineering System Study Services (\$49,600) (EU)

Adopted Resolution No. 2020-178 authorizing the City Manager to execute a Professional Services Agreement with Power Centric Solutions, LLC, of Gallatin, Tennessee, for Lodi Electric Utility engineering system study services, in the amount of \$49,600.

C-10 Adopt Resolution Authorizing City Manager to Execute a Statement of Work Agreement with ITRON, Inc., of Liberty Lake, Washington, for On-Premise Implementation Services to Deploy ITRON Bridge Meters (\$30,000); Authorizing Purchase of ITRON Bridge Meters from General Pacific, Inc., of Fairview, Oregon (\$6,500); and Authorizing Appropriation of Funds (EU)

Adopted Resolution No. 2020-179 authorizing the City Manager to execute a Statement of Work Agreement with ITRON, Inc., of Liberty Lake, Washington, for on-premise implementation services to deploy ITRON Bridge Meters, in the amount of \$30,000; authorized the purchase of ITRON Bridge Meters from General Pacific, Inc., of Fairview, Oregon, in the amount of \$6,500; and authorized appropriation of funds.

C-11 Adopt Resolution Amending Traffic Resolution No. 97-148, by Approving Setting of 35 Miles-Per-Hour Speed Limit on Stockton Street, from Harney Lane to Lebaron Boulevard (PW)

Adopted Resolution No. 2020-180 amending Traffic Resolution No. 97-148, by approving setting of 35 miles-per-hour speed limit on Stockton Street, from Harney Lane to Lebaron Boulevard.

C-12 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941 (PW)

This item was pulled by staff and will be brought before the City Council at a later date.

C-13 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Support for the Bridge Program at Ten Locations during Fiscal Year 2020/2021 (\$586,735.60) (PRCS)

Adopted Resolution No. 2020-182 approving contract with Lodi Unified School District to provide after school support for the Bridge Program at ten locations during Fiscal Year 2020/2021, in the amount of \$586,735.60.

C-14 Adopt Resolution Authorizing City Manager to Execute Member Task Request Confirmation Number 0184 Pursuant to Shared Services Program Agreement between Northern California Power Agency and Southern California Public Power Authority to

Administer the Keep Your Cool Commercial Refrigeration Program; Provide Support Services; and Install Energy Efficiency Measures to Commercial Refrigeration Customers of Lodi Electric Utility (\$52,170) (EU)

Adopted Resolution No. 2020-183 authorizing the City Manager to execute Member Task Request Confirmation Number 0184 pursuant to the Shared Services Program Agreement between Northern California Power Agency and Southern California Public Power Authority to administer the Keep Your Cool Commercial Refrigeration Program; provide support services; and install energy efficiency measures to commercial refrigeration customers of Lodi Electric Utility, in the amount of \$52,170.

C-15 Adopt Resolution Authorizing City Manager to Extend Temporary Modified Customer Assistance & Relief Energy (CARE) Package Program Term to June 30, 2021 and to Execute Second Amendments to Term of the Professional Services Agreements with Efficiency Services Group, LLC, the Salvation Army, and Community Partnership of Families of San Joaquin (EU)

Adopted Resolution No. 2020-184 authorizing the City Manager to extend temporary modified Customer Assistance & Relief Energy (CARE) Package Program term to June 30, 2021 and to execute the second amendments to the term of the Professional Services Agreements with Efficiency Services Group, LLC, the Salvation Army, and Community Partnership of Families of San Joaquin.

C-16 Rescind Resolution No. 2005-261 Ratifying Purchasing Policies and Procedures, and Adopt New Resolution Ratifying Updated Purchasing Policies and Procedures (FIN)

Rescinded Resolution No. 2005-261 ratifying the Purchasing Policies and Procedures, and adopted Resolution No. 2020-185 ratifying the updated Purchasing Policies and Procedures.

C-17 Adopt Resolution Authorizing City Manager to Transfer the Balance of the Parks, Recreation, and Cultural Services (PRCS) Donation Expendable Trust into the PRCS Capital Trust Balance (\$139,138.23) (PRCS)

Adopted Resolution No. 2020-186 authorizing the City Manager to transfer the balance of the Parks, Recreation, and Cultural Services (PRCS) Donation Expendable Trust into the PRCS Capital Trust Balance, in the amount of \$139,138.23.

C-18 Adopt Resolution Accepting Public Improvements for 1170 South Guild Avenue (Vaz Trucking) Project (PW)

Adopted Resolution No. 2020-187 accepting public improvements for the 1170 South Guild Avenue (Vaz Trucking) Project.

C-19 Adopt Resolution Accepting Public Improvements for Lodi Bowling Alley Project (PW)

Adopted Resolution No. 2020-188 accepting public improvements for Lodi Bowling Alley Project.

C-20 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)

Adopted Resolution No. 2020-189 reaffirming 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.

C-21 Set Public Hearing for September 2, 2020 to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and Approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett) (CD)

Set a public hearing for September 2, 2020 to consider adopting a resolution approving the Planning Commission's recommendation to authorize 39 low-density and 111 medium-density 2020 Residential Growth Management Allocations and approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett).

D. Comments by the Public on Non-Agenda Items
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES

Maria England provided public comment via email (filed) against placing a homeless shelter at the Armory and softball fields.

Laffert "Butch" England provided public comment via email (filed) against placing a homeless shelter at the Armory.

A. Lee provided public comment via email (filed) regarding concerns about protesters and the potential for violence and vandalism.

Leah Suelter provided public comment via email (filed) regarding concerns about protesters and potential for violence and vandalism.

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

Mayor Pro Tempore Nakanishi spoke about the San Joaquin County Grand Jury 2019-2020 Report on Homelessness in San Joaquin County, released to the public on August 17, 2020. He noted that the report reflects that Lodi is doing what is required to combat homelessness with the other cities in the county.

Council Member Chandler commended Officer Erika Urrea on her extraordinary act of heroism in rescuing a man in a wheelchair who was trapped on the train tracks. Mr. Chandler also stated that he hopes the incident stimulates a conversation about not de-funding the police as they do a lot of good in the community.

Mayor Kuehne also commended Officer Erika Urrea and stated he hopes she is formally recognized by the Police Department.

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

City Manager Schwabauer extended prayers to the City of Tracy, which is under threat of wildfire, and to the firefighters who are battling the wildfires throughout the state.

City Manager Schwabauer noted that the act of heroism by Officer Urrea was not her first as recently she responded to a gentleman who crashed his bicycle and administered CPR until medics arrived and she was also one of the investigators who helped to solve a local murder case.

City Manager Schwabauer reassured the Council and the public that the Lodi Police Department will be working hard to ensure Lodi is a peaceful place for people to express their Constitutional rights and a place that will not welcome violence. Lodi Police Department is aware of the future protests that are scheduled.

G. Public Hearings - None

H. Regular Calendar - None

I. Ordinances - None

J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:19 p.m.

ATTEST:

Jennifer Cusmir
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

MEETING DATE: September 2, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 prescribes suggested investment reporting requirements for California public agencies. The City Council adopted Resolution 2018-33 on March 7, 2018, requiring the Treasurer to submit a quarterly investment reporting in accordance with Section 53646. The attached Treasurer's Report for the quarter ending June 30, 2020 is in compliance with the State's reporting recommendations and the City of Lodi's Investment Policy and Internal Control Guidelines.

The investment report, investment policy and historical investment reports can be accessed on the City website by following this link: <http://www.lodi.gov/196/Finance>

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Treasurer

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED JUNE 30, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Cash and Equivalents						
Farmers & Merchants Bank Main *		Due on Demand		4,551,709	4,551,709	3.29%
Farmers & Merchants Bank Payroll *		Due on Demand		1,044,703	1,044,703	0.75%
Local Agency Investment Fund		Due on Demand		34,445,501	34,445,501	24.87%
Farmer's & Merchants Bank Money Market *		Due on Demand		4,635,248	4,635,248	3.35%
Wells Fargo Bank Money Market *		Due on Demand		6,636,209	6,636,209	4.79%
Total Demand Deposit Accounts				51,313,370	51,313,370	37.05%
Bond Mutual Fund						
CAL TRUST Medium Term Fund		Due on Demand		10,482,466	10,482,466	7.57%
Total Bond Mutual Funds				10,482,466	10,482,466	7.57%
Local Bank Certificates of Deposit						
Farmers & Merchants Bank	1.00%	11/7/2021	2,000,000	2,000,000	2,000,000	1.44%
BBVA Compass	2.50%	3/13/2021	249,995	249,995	249,995	0.18%
Total Local Bank Certificates of Deposit			2,249,995	2,249,995	2,249,995	1.62%
Negotiable Certificates of Deposit						
BRIDGEWATER BANK BLOOMINGTON MINNESOTA	2.20%	8/17/2020	250,000	250,000	250,684	0.18%
BELMONT SAVINGS BANK INTEREST	1.95%	11/23/2020	250,000	250,000	251,813	0.18%
TIAA FSB INTEREST BEARING	1.95%	11/23/2020	250,000	250,000	251,850	0.18%
ALLY BANK INTEREST BANKING	2.05%	11/24/2020	250,000	250,000	251,965	0.18%
BERKSHIRE BANK PITTSFIELD	1.85%	11/24/2020	250,000	250,000	251,761	0.18%
NEBRASKALAND NATIONAL BANK	1.85%	11/27/2020	250,000	250,000	251,761	0.18%
MB FINANCIAL BANK NA	2.00%	11/17/2021	250,000	250,000	256,269	0.19%
MERRICK BANK	2.10%	11/17/2021	250,000	250,000	256,613	0.19%
DISCOVER BANK	2.15%	11/22/2021	250,000	250,000	256,889	0.19%
THIRD FEDERAL SAVINGS & LOAN CLEVELAND	2.10%	11/24/2021	250,000	250,000	256,740	0.19%
BMW BANK NORTH AMERICA	2.20%	11/29/2021	250,000	250,000	257,158	0.19%
ENERBANK USA	2.55%	1/18/2022	250,000	250,000	259,130	0.19%
HORIZON BANK NATION ASSN	2.85%	5/4/2022	250,000	250,000	262,169	0.19%
CITI BANK	1.95%	8/23/2022	250,000	250,000	259,213	0.19%
CAPITAL ONE BANK USA NA	2.40%	11/22/2022	250,000	250,000	262,815	0.19%
CAPITAL ONE NA	2.40%	11/22/2022	250,000	250,000	262,815	0.19%
GOLDMAN SACHS BANK USA	2.40%	11/22/2022	250,000	250,000	262,815	0.19%
WELLS FARGO BANK NA	2.40%	11/22/2022	250,000	250,000	262,778	0.19%
AMERICAN EXPRESS BANK FSB	2.50%	12/5/2022	250,000	246,699	262,651	0.19%
SYNCHRONY BANK	2.60%	1/19/2023	250,000	250,000	264,767	0.19%
SALLIE MAE BANK/SALT LAKE CITY, UTAH	2.65%	1/24/2023	250,000	250,000	265,157	0.19%
STATE BANK OF INDIA	2.70%	2/16/2023	250,000	250,000	265,812	0.19%
MEDALLION BANK UTAH	2.90%	4/10/2023	250,000	250,000	267,994	0.19%
STIFEL BANK AND TRUST	2.95%	5/15/2023	250,000	250,000	268,874	0.19%
CITIBANK NA	3.25%	6/6/2023	250,000	250,000	271,440	0.20%
INDUSTRIAL & COM BK CHNA	3.30%	6/30/2023	250,000	250,000	272,214	0.20%
COMENITY CAPITAL BANK	3.30%	7/16/2023	250,000	250,000	272,475	0.20%
UBS BANK	3.35%	10/5/2023	250,000	250,000	274,242	0.20%
BARCLAYS BANK/DELAWARE	3.35%	10/10/2023	250,000	250,000	274,351	0.20%
HSBC BANK	3.50%	10/31/2023	250,000	250,000	252,747	0.18%
BANK OF BARODA	3.55%	11/30/2023	250,000	250,000	276,929	0.20%
MCHENRY SAVINGS BK IL	2.80%	3/14/2024	250,000	250,000	271,883	0.20%
MORGAN STANLEY BANK	1.95%	11/29/2024	250,000	250,000	265,263	0.19%
MORGAN STANLEY PRIVATE BANK	1.90%	11/29/2024	250,000	250,000	264,718	0.19%
CELTIC BANK	1.70%	3/13/2025	250,000	250,000	252,791	0.18%
Total Negotiable Certificates of Deposit			8,750,000	8,746,699	9,169,544	6.62%
Agency Securities						
FEDERAL FARM CREDIT BANK SYSTEM	1.55%	7/27/2020	500,000	492,355	500,651	0.36%
FEDERAL FARM CREDIT BANK SYSTEM	2.84%	9/17/2020	250,000	251,200	251,678	0.18%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.50%	10/22/2020	205,000	199,527	205,842	0.15%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.70%	11/13/2020	250,000	244,468	251,391	0.18%
FEDERAL HOME LOAN BANK	5.25%	12/11/2020	250,000	266,094	255,669	0.18%
FEDERAL AGRICULTURE MORTGAGE CORPORATION	2.35%	2/22/2021	250,000	247,195	253,513	0.18%
FEDERAL HOME LOAN BANK	2.38%	3/12/2021	250,000	247,737	253,810	0.18%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.75%	4/9/2021	250,000	242,978	252,988	0.18%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.25%	5/6/2021	250,000	240,040	252,250	0.18%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED JUNE 30, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.25%	8/17/2021	250,000	238,514	252,980	0.18%
Agency Securities Cont'd						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	9/28/2021	250,000	244,105	255,626	0.18%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.38%	10/7/2021	250,000	238,923	253,745	0.18%
FEDERAL HOME LOAN BANK	2.63%	12/10/2021	250,000	248,755	258,590	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	1/5/2022	250,000	243,235	256,851	0.19%
FEDERAL HOME LOAN BANK	2.63%	3/11/2022	250,000	248,853	259,718	0.19%
FEDERAL HOME LOAN BANK	2.62%	5/27/2022	250,000	249,465	261,164	0.19%
FEDERAL FARM CREDIT BANK SYSTEM	1.88%	6/1/2022	250,000	242,059	257,741	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	8/26/2022	250,000	242,734	259,325	0.19%
FEDERAL HOME LOAN BANK	3.13%	9/9/2022	250,000	254,254	265,690	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.38%	1/19/2023	250,000	246,300	264,106	0.19%
FEDERAL FARM CREDIT BANK SYSTEM	2.65%	3/8/2023	250,000	249,325	265,731	0.19%
FEDERAL FARM CREDIT BANK SYSTEM	2.70%	4/11/2023	250,000	249,500	266,576	0.19%
FEDERAL HOME LOAN BANK	2.85%	5/8/2023	250,000	250,174	268,442	0.19%
FEDERAL AGRICULTURE MORTGAGE CORPORATION	2.90%	7/24/2023	250,000	249,160	269,442	0.19%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.05%	7/29/2024	500,000	500,000	500,617	0.36%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.83%	11/13/2024	300,000	300,000	300,405	0.22%
FEDERAL HOME LOAN BANK	2.00%	1/13/2025	500,000	500,000	500,240	0.36%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.02%	1/13/2025	500,000	500,000	500,257	0.36%
FEDERAL HOME LOAN BANK	1.88%	2/4/2025	300,000	300,000	300,370	0.22%
FEDERAL FARM CREDIT BANK SYSTEM	1.13%	3/17/2025	500,000	500,000	501,162	0.36%
FARMER MAC**	1.35%	4/1/2025	1,000,000	1,000,000	1,000,371	0.72%
Total Agency Securities			9,805,000	9,726,947	9,996,942	7.22%

US Treasury Notes	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
UNITED STATES TREASURY	2.63%	7/31/2020	250,000	249,029	250,505	0.18%
UNITED STATES TREASURY	2.63%	8/31/2020	250,000	248,942	251,012	0.18%
UNITED STATES TREASURY	2.63%	11/15/2020	250,000	248,868	252,246	0.18%
UNITED STATES TREASURY	2.38%	12/31/2020	250,000	247,420	252,695	0.18%
UNITED STATES TREASURY	1.38%	1/31/2021	250,000	241,844	251,719	0.18%
UNITED STATES TREASURY	1.13%	2/28/2021	250,000	239,815	251,533	0.18%
UNITED STATES TREASURY	1.25%	3/31/2021	250,000	240,368	252,012	0.18%
UNITED STATES TREASURY	1.38%	4/30/2021	250,000	240,904	252,461	0.18%
UNITED STATES TREASURY	1.38%	5/31/2021	250,000	240,547	252,734	0.18%
UNITED STATES TREASURY	1.13%	6/30/2021	250,000	238,335	252,354	0.18%
UNITED STATES TREASURY	1.13%	7/31/2021	250,000	237,921	252,578	0.18%
UNITED STATES TREASURY	2.00%	8/31/2021	250,000	244,513	255,303	0.18%
UNITED STATES TREASURY	1.13%	9/30/2021	250,000	237,186	252,969	0.18%
UNITED STATES TREASURY	2.00%	10/31/2021	250,000	244,134	256,094	0.18%
UNITED STATES TREASURY	2.00%	12/31/2021	400,000	394,512	410,906	0.30%
UNITED STATES TREASURY	1.50%	1/31/2022	250,000	240,139	255,205	0.18%
UNITED STATES TREASURY	1.88%	2/28/2022	250,000	243,370	257,051	0.19%
UNITED STATES TREASURY	1.88%	3/31/2022	250,000	243,143	257,412	0.19%
UNITED STATES TREASURY	1.75%	5/31/2022	250,000	242,223	257,529	0.19%
UNITED STATES TREASURY	1.75%	6/30/2022	250,000	242,065	257,871	0.19%
UNITED STATES TREASURY	1.88%	7/31/2022	250,000	243,028	258,867	0.19%
UNITED STATES TREASURY	1.63%	8/31/2022	250,000	240,313	257,852	0.19%
UNITED STATES TREASURY	1.88%	9/30/2022	250,000	242,668	259,570	0.19%
UNITED STATES TREASURY	2.00%	10/31/2022	250,000	243,745	260,625	0.19%
UNITED STATES TREASURY	2.00%	11/30/2022	250,000	243,603	261,006	0.19%
UNITED STATES TREASURY	2.13%	12/31/2022	250,000	244,688	262,178	0.19%
UNITED STATES TREASURY	1.50%	2/28/2023	250,000	237,063	258,809	0.19%
UNITED STATES TREASURY	1.50%	3/31/2023	250,000	236,790	259,092	0.19%
UNITED STATES TREASURY	1.63%	4/30/2023	250,000	238,225	260,195	0.19%
UNITED STATES TREASURY	1.63%	5/31/2023	250,000	236,525	260,527	0.19%
UNITED STATES TREASURY	2.63%	6/30/2023	250,000	247,329	268,262	0.19%
UNITED STATES TREASURY	1.25%	7/31/2023	250,000	231,621	258,232	0.19%
Total US Treasury Notes			8,150,000	7,890,871	8,357,404	6.03%

Corporate Securities	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
AMAZON.COM INC	1.90%	8/21/2020	300,000	298,653	300,715	0.22%
HSBC BANK USA NA	4.88%	8/24/2020	250,000	256,818	251,585	0.18%
AUTOMATIC DATA PROCESSING	2.25%	9/15/2020	300,000	297,516	300,662	0.22%
BANK OF AMERICA CORP	2.63%	10/19/2020	500,000	503,172	503,398	0.36%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED JUNE 30, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
COCA-COLA COMPANY	2.45%	11/1/2020	250,000	248,290	251,751	0.18%
WELLS FARGO & COMPANY	2.55%	12/7/2020	200,000	199,591	201,853	0.15%
WELLS FARGO BANK NA	2.60%	1/15/2021	250,000	246,540	253,023	0.18%
<u>Corporate Securities Cont'd</u>						
MICROSOFT CORP	4.00%	2/8/2021	100,000	104,600	102,291	0.07%
CISCO SYSTEMS INC	2.20%	2/28/2021	150,000	147,659	151,830	0.11%
EXXON MOBIL CORPORATION	2.22%	3/1/2021	150,000	147,915	151,724	0.11%
BERKSHIRE HATHAWAY INC	2.20%	3/15/2021	100,000	99,297	101,199	0.07%
PNC BANK NA	2.15%	4/29/2021	500,000	495,965	506,552	0.37%
ALPHABET INC	3.63%	5/19/2021	100,000	104,000	102,882	0.07%
DETROIT EDISON CO	3.90%	6/1/2021	375,000	385,585	383,202	0.28%
TOTAL CAPITAL INTERNATIONAL SA	2.75%	6/19/2021	250,000	248,075	255,698	0.18%
AMERICAN HONDA FINANCE	1.65%	7/12/2021	250,000	239,433	252,814	0.18%
WELLS FARGO BANK NA	3.33%	7/23/2021	750,000	748,343	751,221	0.54%
APPLE INC	1.55%	8/4/2021	500,000	485,396	507,342	0.37%
MIZUHO FINANCIAL CORPORATION	2.27%	9/13/2021	250,000	240,903	255,002	0.18%
BOEING COMPANY	2.35%	10/30/2021	250,000	245,363	253,135	0.18%
PFIZER INC	2.20%	12/15/2021	200,000	198,284	204,954	0.15%
TOYOTA MOTOR CREDIT CORP	2.60%	1/11/2022	250,000	246,665	257,718	0.19%
PACIFICORP	2.95%	2/1/2022	250,000	249,816	258,674	0.19%
JOHNSON & JOHNSON	2.25%	3/3/2022	250,000	245,167	257,664	0.19%
WELLS FARGO & COMPANY	3.50%	3/8/2022	400,000	400,000	418,964	0.30%
TD AMERITRADE HOLDING COMPANY	2.95%	4/1/2022	250,000	247,243	260,094	0.19%
ORACLE CORP	2.50%	5/15/2022	100,000	99,204	103,398	0.07%
UNITED PARCEL SERVICE	2.35%	5/16/2022	100,000	98,749	103,426	0.07%
DEERE & COMPANY	2.60%	6/8/2022	100,000	99,153	103,811	0.07%
3M COMPANY	2.00%	6/26/2022	150,000	144,485	154,717	0.11%
TOYOTA MOTOR CREDIT CORPORATION	2.80%	7/13/2022	250,000	246,950	260,781	0.19%
PROCTER & GAMBLE COMPANY	2.15%	8/11/2022	250,000	243,146	259,529	0.19%
MERCK & CO INC	2.40%	9/15/2022	100,000	98,701	104,093	0.08%
JPMORGAN CHASE & CO	3.25%	9/23/2022	100,000	101,377	105,596	0.08%
GENERAL ELECTRIC CO	2.70%	10/9/2022	250,000	242,535	259,761	0.19%
MICROSOFT CORP	2.65%	11/3/2022	250,000	250,000	262,881	0.19%
AUSTRALIA & NEW ZEALAND BANKING GROUP NY	2.63%	11/9/2022	250,000	243,450	262,807	0.19%
VISA INC	2.80%	12/14/2022	250,000	247,518	264,023	0.19%
JPMORGAN CHASE & CO	2.97%	1/15/2023	150,000	147,503	155,320	0.11%
BANK OF NEW YORK MELLON CORP	2.95%	1/29/2023	100,000	100,069	106,325	0.08%
WELLS FARGO NATIONAL BANK WEST	1.90%	1/30/2023	250,000	250,000	260,437	0.19%
WELLS FARGO & COMPANY	3.45%	2/13/2023	150,000	152,147	159,223	0.11%
UNITED HEALTH GROUP INC	2.75%	2/15/2023	100,000	99,143	105,421	0.08%
EXXON MOBIL CORPORATION	2.73%	3/1/2023	250,000	247,040	263,006	0.19%
WALMART INC	2.55%	4/11/2023	250,000	244,525	263,747	0.19%
APPLE INC	2.40%	5/3/2023	250,000	240,887	264,268	0.19%
SOUTHERN CALIFORNIA EDISON	3.40%	6/1/2023	254,000	252,849	271,332	0.20%
CHEVRON CORPORATION	3.19%	6/24/2023	250,000	249,295	267,874	0.19%
NEW YORK UNIVERSITY	2.72%	7/1/2023	230,000	230,000	236,591	0.17%
ORACLE CORP	3.63%	7/15/2023	250,000	253,415	272,368	0.20%
IBM CORP	3.38%	8/1/2023	500,000	492,500	541,602	0.39%
SHELL INTERNATIONAL FIN	3.40%	8/12/2023	250,000	252,275	269,726	0.19%
GILEAD SCIENCES INC	2.50%	9/1/2023	260,000	249,886	275,221	0.20%
PROV ST JOSEPH HEALTH OBL	4.38%	10/1/2023	315,000	315,000	347,854	0.25%
PRES & FELLOWS OF HARVAR	2.60%	10/1/2023	300,000	300,000	315,490	0.23%
TOYOTA MOTOR CREDIT CORP	2.25%	10/18/2023	250,000	235,228	261,767	0.19%
COCA-COLA CO	3.20%	11/1/2023	238,000	235,651	259,101	0.19%
NATIONAL RURAL UTIL COOP	3.40%	11/15/2023	300,000	297,885	326,125	0.24%
ALABAMA POWER CO	3.55%	12/1/2023	250,000	249,873	272,413	0.20%
TOYOTA MOTOR CREDIT CORP	3.35%	1/8/2024	400,000	399,358	433,443	0.31%
JOHN DEERE CAPITAL CORP	3.45%	1/10/2024	250,000	250,448	274,229	0.20%
BP CAP MARKETS AMERICA	3.79%	2/6/2024	500,000	538,075	546,029	0.39%
3M COMPANY	3.25%	2/14/2024	300,000	300,000	326,932	0.24%
BOEING CO	2.80%	3/1/2024	250,000	248,917	253,611	0.18%
DETROIT EDISON CO	3.65%	3/15/2024	300,000	300,000	328,099	0.24%
BANK OF AMERICA CORP	4.00%	4/1/2024	250,000	263,445	277,502	0.20%
CATERILLAR FINANCIAL SERVICE	3.30%	6/9/2024	500,000	500,000	550,035	0.40%
WALT DISNEY COMPANY	1.75%	8/30/2024	500,000	500,000	518,220	0.37%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED JUNE 30, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
WELLS FARGO & COMPANY	3.30%	9/9/2024	500,000	500,000	821,664	0.59%
Corporate Securities Cont'd						
AMERICAN HONDA FINANCE	2.15%	9/10/2024	500,000	500,000	522,344	0.38%
SHELL INTERNATIONAL FIN	2.00%	11/7/2024	500,000	500,000	523,391	0.38%
CATERILLAR FINANCIAL SERVICE	3.25%	12/1/2024	500,000	500,000	553,839	0.40%
JP MORGAN CHASE FINANCIAL STEP	2.15%	1/31/2025	1,000,000	1,000,000	988,064	0.71%
TOYOTA MOTOR CREDIT CORP	1.80%	2/13/2025	300,000	300,000	310,959	0.22%
WESTPAC BANKING CORP	2.35%	2/19/2025	500,000	500,000	530,725	0.38%
BANK OF AMERICA CORP STEP	2.05%	2/28/2025	500,000	500,000	495,042	0.36%
Total Corporate Securities			22,222,000	22,140,969	23,490,105	16.96%

Municipal Securities	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
AZUSA USD	4.00%	7/1/2020	875,000	875,000	875,000	0.63%
LANCASTER CA REDEVELOPMENT AGENCY	2.39%	8/1/2020	235,000	236,203	235,261	0.17%
CONNECTICUT ST GENERAL OBLIGATION	2.50%	8/1/2020	265,000	262,448	265,371	0.19%
MARIN COUNTY	2.66%	8/1/2020	500,000	500,000	500,805	0.36%
SANTA CLARA CO-B	5.00%	8/1/2020	500,000	500,000	501,950	0.36%
MT SAN ANTONIO CCD	1.94%	8/1/2020	400,000	400,000	418,664	0.30%
OAKLEY CA REDEVELOPMENT AGENCY	2.85%	9/1/2020	145,000	147,120	145,402	0.10%
SCOTTS VALLEY CA REDEVELOPMENT AGENCY	2.25%	9/1/2020	150,000	150,111	150,261	0.11%
SANTA FE SPRINGS CA COMMUNITY DEVELOPMENT	1.63%	9/1/2020	235,000	228,133	234,831	0.17%
PALM DESERT CA REDEVELOPMENT AGENCY	2.25%	10/1/2020	250,000	247,823	250,205	0.18%
TEXAS ST PUBLIC FINANCE AUTHORITY	3.53%	10/1/2020	350,000	358,351	352,401	0.25%
CALIFORNIA ST - VARIOUS	5.00%	12/1/2020	200,000	200,000	203,978	0.15%
CONNECTICUT-A-TXBL	2.54%	3/15/2021	175,000	175,000	177,140	0.13%
CALIFORNIA STATE HIGH SPEED RAIL	2.63%	4/1/2021	500,000	501,060	507,715	0.37%
UNIVERSITY OF CALIFORNIA	3.24%	5/15/2021	150,000	152,684	153,431	0.11%
UNIVERSITY OF CALIFORNIA CA REVENUES	1.79%	5/15/2021	250,000	244,733	252,583	0.18%
BURBANK-GLENDALE-PASADENA AIPORT AUTHORITY	4.13%	7/1/2021	90,000	94,323	92,070	0.07%
MT DIABLO SD-REF-B	5.00%	7/1/2021	600,000	600,000	628,494	0.45%
LA MIRADA CA REDEVELOPMENT	2.91%	8/15/2021	250,000	253,195	254,090	0.18%
YUBA LEVEE FINANCING AUTHORITY	2.86%	9/1/2021	250,000	252,980	255,000	0.18%
SAN DIEGO CA REDEVELOPMENT AGENCY	2.25%	9/1/2021	250,000	246,163	254,353	0.18%
ROSEVILLE FINANCE AUTHORITY - ELECTRIC SYSTEM	2.41%	2/1/2022	250,000	246,915	254,840	0.18%
POMONA REDEV AGY-REF	3.55%	2/1/2022	275,000	283,441	283,605	0.20%
CA ST-TXBL	6.65%	3/1/2022	640,000	716,619	684,678	0.49%
STATE OF MARYLAND	2.65%	3/15/2022	300,000	300,480	308,022	0.22%
CALIFORNIA EDUCATIONAL FACILITIES AUTHORITY	2.46%	4/1/2022	250,000	246,270	254,278	0.18%
CALIFORNIA ST-A-TXBL	2.37%	4/1/2022	500,000	502,362	515,145	0.37%
SACRAMENTO CA PUBLIC	3.79%	4/1/2022	175,000	175,000	182,074	0.13%
CALIFORNIA STATE DEPT OF WATER RESOURCES	2.00%	5/1/2022	300,000	291,678	307,734	0.22%
UNIV OF CALIFORNIA-BC	2.61%	5/15/2022	250,000	250,000	258,973	0.19%
FAIRFIELD-REF-TXBL	3.25%	6/1/2022	150,000	150,000	155,241	0.11%
TULARE COUNTY CA PENSION OBLIGATION	3.20%	6/1/2022	250,000	250,245	257,340	0.19%
ARKANSAS ST AMENDMENT 82	2.84%	7/1/2022	100,000	100,499	103,732	0.07%
ADELANTO PUBLIC UTILITIES	3.50%	7/1/2022	240,000	246,936	249,919	0.18%
ORANGE COUNTY CA WATER DIST	1.83%	8/15/2022	125,000	125,000	127,120	0.09%
OCEANSIDE CA PENSION OBLIGATION	3.84%	8/15/2022	200,000	209,604	210,550	0.15%
VISTA CA REDEVELOPMENT	3.00%	9/1/2022	120,000	120,960	124,920	0.09%
SAN BERNARDINO COUNTY REDEVELOPMENT	3.25%	9/1/2022	160,000	161,840	165,322	0.12%
SAN LEANDRO CA REDEVELOPMENT AGENCY	3.21%	9/1/2022	260,000	260,887	271,367	0.20%
SAN FRANCISCO CITY & COUNTY CA	2.40%	11/1/2022	445,000	437,052	463,601	0.33%
CALIFORNIA DEPARTMENT OF WATER RESOURCES	2.52%	12/1/2022	75,000	75,000	77,502	0.06%
CARSON CA REDEVELOPMENT	3.00%	2/1/2023	80,000	81,000	82,702	0.06%
CALIFORNIA HOUSING FINANCE AGENCY	2.88%	2/1/2023	200,000	443,770	470,178	0.34%
GEORGIA ST GENERAL OBLIGATION	2.23%	2/1/2023	310,000	299,559	318,906	0.23%
FRESNO FING-B REF	3.18%	4/1/2023	285,000	282,230	298,133	0.22%
OHIO ST THIRD FRONTIER RESEARCH	2.11%	5/1/2023	250,000	240,273	260,545	0.19%
RIVERSIDE CA PENSION OBLIGATION	2.63%	6/1/2023	250,000	243,888	257,648	0.19%
SAN DIEGO TOBACCO SETTLEMENT	3.44%	6/1/2023	500,000	500,745	528,110	0.38%
INDUSTRY-REF-TXBL	3.00%	7/1/2023	500,000	506,070	500,690	0.36%
SOLANO COMMUNITY COLLEGE DT	2.06%	8/1/2023	145,000	145,000	148,416	0.11%
CALIFORNIA VARIOUS PURPOSE	3.50%	8/1/2023	305,000	310,481	330,708	0.24%
VISTA REDEV AGENCY-TXBL	3.00%	9/1/2023	290,000	290,000	306,568	0.22%
CENTRAL CONTRA COSTA SANITATION DISTRICT	3.12%	9/1/2023	415,000	417,283	440,784	0.32%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED JUNE 30, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Municipal Securities Cont'd						
CALIFORNIA STATE MUNI TAX	2.25%	10/1/2023	250,000	239,738	262,925	0.19%
OAKLAND PENSION-TXBL	4.35%	12/15/2023	400,000	400,000	431,812	0.31%
RIVERSIDE CA UNIFIED SCHOOL DIST	1.98%	2/1/2024	400,000	400,000	411,460	0.30%
CORTE MADERA-TXBL-REF	2.75%	5/1/2024	150,000	150,357	156,423	0.11%
TULARE COUNTY BRD ED-TXBL	2.31%	5/1/2024	235,000	235,000	239,756	0.17%
CHAFFEY COMMUNITY COLLEGE DT	1.72%	6/1/2024	480,000	480,000	495,662	0.36%
RIVERSIDE CO PUB FIN	1.92%	7/1/2024	300,000	300,000	305,076	0.22%
LOMPOC VALLEY MED-TXBL	2.07%	7/1/2024	110,000	110,000	112,474	0.08%
SAN FRANCISCO CITY	3.76%	8/1/2024	250,000	250,000	267,705	0.19%
TAMALPAIS UN HSD-TXBL	2.02%	8/1/2024	150,000	150,000	155,157	0.11%
TENNESSEE-C-REF-TXBL	1.97%	8/1/2024	170,000	170,000	176,786	0.13%
CONTRA COSTA CA COMNTY	1.77%	8/1/2024	250,000	250,000	254,135	0.18%
MINNESOTA ST-C-TXBL	3.00%	8/1/2024	215,000	215,000	230,936	0.17%
SOLANO COMMUNITY COLLEGE DT	2.16%	8/1/2024	300,000	300,000	309,240	0.22%
SAN FRANCISCO REDEV-C	3.13%	8/1/2024	500,000	500,000	523,015	0.38%
ORANGE COUNTY CA WATER DIST	1.94%	8/15/2024	200,000	200,000	205,758	0.15%
W SACRAMENTO AREA	2.07%	9/1/2024	150,000	150,000	151,751	0.11%
ESCONDIDO JT POWERS	2.19%	9/1/2024	380,000	380,000	390,298	0.28%
CARMICHAEL WATER DIST	2.17%	11/1/2024	1,295,000	1,295,000	1,341,296	0.97%
INDIO PUB FIN-B-TXBL	3.35%	11/1/2024	180,000	180,000	184,667	0.13%
VENTURA COUNTY CA PUBLIC**	1.22%	11/1/2024	100,000	100,000	100,812	0.07%
SEMITROPIC IMP DIST-A	2.36%	12/1/2024	140,000	140,000	145,769	0.11%
CON EDISON CO OF NY INC	3.30%	12/1/2024	310,000	310,000	337,484	0.24%
CALIFORNIA-TXBL	3.38%	4/1/2025	315,000	315,000	352,718	0.25%
Total Municipal Securities			22,445,000	22,756,505	23,451,469	16.93%

INVESTMENTS SUBTOTAL NOT INCLUDING CASH & EQUIVALENTS

73,621,995 73,511,986 76,715,459 55.39%

TOTAL ALL INVESTMENTS INCLUDING CASH & EQUIVALENTS

135,307,822 138,511,294 100.00%

* End of month bank balances are reflected on this report.

** Investments purchased during this reporting period.

CERTIFICATION

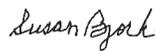
I certify this report accurately reflects all city pooled investments and is in conformity with state law and the investment policy statement adopted by the City Council on February 5, 2020. The investment program herein shown provides sufficient cash liquidity to meet the next six months estimated expenditures. A copy of this report is available in the City Clerk's Office or online at <http://www.lodi.gov/finance/revenue.html>.



Andrew Keys, Treasurer/Director of Finance

Aug 17, 2020

Review Date



Susan Bjork, Budget Manager

Aug 17, 2020

Review Date

<u>IRS Section 115 Retirement Benefit Trust Funds</u>	<u>Market Value</u>
<u>Public Agency Retirement Services - Pension Stabilization Fund</u>	
Balanced Strategy Mutual Fund	\$ 16,607,021
Total Pension Stabilization Fund	\$ 16,607,021
<u>CalPERS - California Employer's Retiree Benefit Trust (CERBT)</u>	
CERBT Strategy 2	\$ 2,004,378
Total CERBT	\$ 2,004,378
Total Section 115 Retirement Benefit Trust Funds	\$ 18,611,400

<u>Restricted Cash Accounts</u>	<u>Market Value</u>
<u>PCE/TCE Central Plume Remediation Fund</u>	
Farmers & Merchants Bank Money Market	\$ 1,716,951
Total PCE/TCE Central Plume Account	\$ 1,716,951
Total Restriction Cash Accounts	\$ 1,716,951



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000
MEETING DATE: September 2, 2020
PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: Lodi Municipal Code Section 2.12.060 (T) requires the City Manager to prepare a quarterly report of contracts not less than \$10,000 nor greater than \$20,000. This report satisfies that requirement.

Attached are reports of purchases awarded during the second calendar quarter of 2020. The reports are separated into purchases awarded or made by purchase order, by Cal-Card or by contract. Two newer elements are included in this report. The first shows all Cal-Card purchases during the quarter that were between \$10,000 and \$20,000. The second shows all contract amendments or change orders to contracts awarded during this quarter. These are changes to Council approved contracts that did not go to Council for approval. With this report, staff is providing Council with the full scope of purchasing activity under LMC Section 2.12.060 (T).

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 for the items on this report.

Andrew Keys
Deputy City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

Quarterly Report of Purchases by Purchase Order – 2020, Q2

Purchase Order No.	Contractor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.				
2200422	Anixter Inc	15KV 600A Sidebreak Horizontal Pole Top Switch (With Load Interrupter and,126" Arm,Inertia LBS16SLSHG1223C,Cooper M	Electric Utility – 500 Fund	10,175.50
2200448	Dell Marketing	3 portable in-car radios	General – 100 Fund	10,248.71
2200463	L N Curtis & So	1" Quadra Fog Nozzle w/shut off	Vehicle & Equip Repl – 404 Fund (Fire Veh Repl)	11,240.17
2200377	Platt Electric	2" PVC SCHED 40 CONDUIT (10' Length)	Electric Utility – 500 Fund	11,363.02
2200467	Jensen Precast	12" Extension Ring for 575 Vault See LEU Engineering Standard 922-5801	Electric Utility – 500 Fund	12,399.26
2200415	General Pacific	FAULT INDICATOR, 200A SUBMERG, TYPE CLAMP .75" to 2.1" Diameter (SEL 1ARUI0Y2)	Electric Utility – 500 Fund	13,423.00
2200479	Dell Marketing	Corona Grant MDC Computer Purchase (4)	Special Rev & Grants – 216 Fund (PD Misc Grants)	13,664.93
2200416	Platt Electric	Vivotek Cameras	Electric Utility – 500 Fund	13,897.11
2200453	Aqua-Aerobic Sy	Filter Cloths for WSWPCF	Wastewater Utility – 530 Fund	14,815.35
2200443	General Pacific	3-PHASE SECTIONALIZING MODULE	Electric Utility – 500 Fund	15,010.85
2200398	Dailey Wells Co	Harris In Car Radios for New Vehicle	General – 100 Fund	15,246.33
2200462	The Okonite Com	1/0 Str EPR Concentric Cable, 1-C (Per "City of Lodi Bid Specification,Resolution 2013-166	Electric Utility – 500 Fund	16,870.20
2200444	General Pacific	Meter Form 2S Centron TOU Itro	Electric Utility – 500 Fund	18,289.92
2200469	General Pacific	Meter Form 2S Centron TOU Itro	Electric Utility – 500 Fund	18,289.92

Quarterly Report of Purchases by Cal-Card – 2020, Q2

Merchant / Vendor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 – Bidding, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.			
ALLSTAR FIRE EQUIPMENT	Turnout Coats/Pants	General – 100 Fund	19,998.71
ALLSTAR FIRE EQUIPMENT	Turnout Coats/Pants	General – 100 Fund	12,553.32
HIXCO LODI FIRE DEPT	Covid-19 supplies	General – 100 Fund (COVID-19)	11,214.70

Quarterly Report of Purchases by Contract – 2020, Q2

Contract No.	Contractor	Description	Department	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts.				
320143	(379) Michael Baker International Inc	Srv for Housing Element Annual Report & Misc Plan	(800) Community Development	10,636.50
320146	(1145) Carr Electric Inc	Electrical Installation & Repairs (Fire)	(400) Fire Department	11,059.00
320144	(1440) James Mitchell Reid	Recycling Container Lid Retrofit	(500) PW - Administration	12,824.00
320117	(29778) NBS	Administrative Consulting Srvs for LMD No 2003-1	(505) PW - Engineering	14,062.00
320121	(1415) TextPower, Inc	Customer notifications via text messages	(610) EU - Operations	14,351.00
321004	(1457) Quatred, LLC	Mobile interface inventory mgmt software & service	(600) Electric Utility	18,000.00
320111	(24686) Diede Construction Inc	Finance Department South Door Replacement	(510) PW - Facilities Services	18,457.00
320125	(354) Michael John Georguson	LEU Advertising/Marketing Campaign	(600) Electric Utility	19,800.00

Quarterly Report of Contract Amendments and Change Orders – 2020, Q2

Contract No	CO# or Amend#	Contractor	Original Contract	Amendment	Change Order	Previous Adds	Revised Total	Department	Signer Title
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts.									
319063	amend 1	Valley Iron Works, Inc	10,000.00	5,000.00			15,000.00	PR	City Manager
319063	amend 2	Valley Iron Works, Inc	10,000.00	19,737.00		5,000.00	34,737.00	PR	City Manager
319035	Ext 1	Justin Hill-Fail Safe Testing	15,000.00				15,000.00	Fire	City Manager
20058	ext 1	Ray's Radio Shop, Inc	63,000.00				63,000.00	Fire	City Manager
318074	n/a	Quest Media & Supplies, Inc.	72,474.37			23,995.38	96,469.75	IT	Deputy CM



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Rejecting All Initial Bids and Awarding Bids for Purchase of Pad Mount and Pole Mount Transformers to Anixter Inc., of Benicia, Under Long-Term (2-Year with 1-Year Extension) Purchase in Amount Not-to-Exceed \$3 Million Over Three Years

MEETING DATE: September 2, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution rejecting all initial bids and awarding bids for the purchase of pad mount and pole mount transformers to Anixter Inc., of Benicia, under a long-term (2-year with 1-year extension) purchase in an amount not-to-exceed \$3 million over three years.

BACKGROUND INFORMATION: On November 20, 2019 Council authorized Lodi Electric Utility (LEU) to procure, through long-term purchases, stock material items used to construct and maintain the electric system.

This procurement process was proposed and approved by Council in an effort to expedite delivery from vendors, realize reduced unit pricing, as well as implement process and work flow efficiencies for LEU Warehouse staff.

On June 6, 2020, LEU advertised bids to purchase pole mount and pad mount transformers for ongoing maintenance and development projects. On July 8, 2020, bids were opened with four suppliers submitting proposals.

One of the bidders claimed that their bid was a scrivener's error. Public Contract Code, Section 5101 states that once bids are opened, they have to be accepted as is and cannot be changed. As such, to obtain the best price from the most responsive bidder, staff, after consulting the City Attorney, rejected all bids and on August 3, 2020, LEU re-advertised bids to purchase pole mount and pad mount transformers.

On August 19, 2020, bids were opened with two suppliers submitting proposals as shown in Exhibits 1. Said bids have been compared as to total costs checked, and tabulated and a report thereof filed with the City Manager. The bids meeting the City's specifications with the lowest responsive bids and lifecycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated and compliant with the approved specifications.

APPROVED: _____
Stephen Schwabauer, City Manager

**Exhibit 1 – Pad Mount and Pole Mount Transformers
 Anixter Inc., of Benicia**

Item	Unit Price	Yearly Estimate Usage	Yearly Total
5 kVA pole 240/120	\$ 962.00	2	\$ 1,924.00
37.5 kVA pole 240/120	\$ 1,848.00	1	\$ 1,848.00
15 kVA pole 240/120	\$ 1,153.00	8	\$ 9,224.00
25 kVA pole 240/120	\$ 1,162.00	13	\$ 15,106.00
37.5 kVA pole 240/120	\$ 1,329.00	25	\$ 33,225.00
50 kVA pole 240/120	\$ 1,797.00	25	\$ 44,925.00
75 kVA pole 240/120	\$ 2,482.00	8	\$ 19,856.00
25 kVA pole 240/480	\$ 1,278.00	1	\$ 1,278.00
50 kVA pole 240/480	\$ 1,666.00	5	\$ 8,330.00
50 kVA pole 277	\$ 1,666.00	2	\$ 3,332.00
75 kVA pole 277	\$ 2,266.00	1	\$ 2,266.00
25 kVA pad 240/120	\$ 2,585.00	2	\$ 5,170.00
37.5 kVA pad 240/120	\$ 2,679.00	8	\$ 21,432.00
50 kVA pad 240/120	\$ 2,747.00	30	\$ 82,410.00
75 kVA pad 240/120	\$ 3,138.00	30	\$ 94,140.00
75 kVA pad 208/120	\$ 7,738.00	4	\$ 30,952.00
112.5 kVA pad 208/120	\$ 8,151.00	2	\$ 16,302.00
150 kVA pad 208/120	\$ 7,326.00	3	\$ 21,978.00
225 kVA pad 208/120	\$ 10,733.00	3	\$ 32,199.00
300 kVA pad 208/120	\$ 11,064.00	6	\$ 66,384.00
500 kVA pad 208/120	\$ 16,318.00	4	\$ 65,272.00
750 kVA pad 208/120	\$ 21,080.00	1	\$ 21,080.00
1,000 kVA pad 208/120	\$ 23,595.00	1	\$ 23,595.00
75 kVA pad 480/277	\$ 7,542.00	2	\$ 15,084.00
112.5 kVA pad 480/277	\$ 7,959.00	2	\$ 15,918.00
150 kVA pad 480/277	\$ 8,223.00	1	\$ 8,223.00
225 kVA pad 480/277	\$ 10,240.00	2	\$ 20,480.00
300 kVA pad 480/277	\$ 10,716.00	2	\$ 21,432.00
500 kVA pad 480/277	\$ 15,259.00	4	\$ 61,036.00
750 kVA pad 480/277	\$ 19,280.00	1	\$ 19,280.00
1000 kVA pad 480/277	\$ 23,104.00	1	\$ 23,104.00
1500 kVA pad 480/277	\$ 28,979.00	3	\$ 86,937.00
	Ext. Price		\$893,722
	Sales Tax		\$73,732.07
	One Year Total		\$967,454.07
	3-Year Total		\$2,902,362.02

The second bid was received from Mader Supply of North Highlands, and was disqualified for non-compliance because they rejected the City's Terms and Conditions.

FISCAL IMPACT: Procurement cost over three years will not exceed \$3 million.

FUNDING AVAILABLE: Included in Fiscal Year 2020/21 Budget Account No. 500.13496.

Andrew Keys
Deputy City Manager/Internal Services Director

Jeff Berkheimer
Electric Utility Director

PREPARED BY: Tim Combs, Electric Utility Superintendent

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING INITIAL BIDS
AND AWARDING BIDS FOR PURCHASE OF PAD MOUNT AND POLE MOUNT
TRANSFORMERS TO ANIXTER, INC., OF BENICIA, UNDER LONG-TERM
(2-YEAR WITH 1-YEAR EXTENSION) PURCHASE

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 8, 2020, at 11:00 a.m. for the purchase of pad mount and pole mount transformers described in the approved specifications under a long-term purchase option approved by the City Council on November 20, 2019 for the Electric Utility Department; and

WHEREAS, one of the bidders claimed that their bid was a scrivener's error; and

WHEREAS, Public Contract Code, Section 5101 states that once bids are opened, they have to be accepted as is and cannot be changed; and

WHEREAS, to obtain the best price from the most responsive bidder, staff, after consulting with the City Attorney, rejected all bids and on August 3, 2020, Lodi Electric Utility re-advertised bids to purchase pad mount and pole mount transformers; and

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 19, 2020, at 11:00 a.m. for the purchase of pad mount and pole mount transformers described in the approved specifications under a long-term purchase option approved by the City Council on November 20, 2019 for the Electric Utility Department; and

WHEREAS, said bids have been compared as to total costs checked, and tabulated and a report thereof filed with the City Manager; and

WHEREAS, the bids meeting the City's specifications with the lowest responsive bids and compliant with the approved specifications are shown below:

Anixter, Inc., of Benicia

Item	Unit Price	Yearly Estimate Usage	Yearly Total
5 kVA pole 240/120	\$ 962.00	2	\$ 1,924.00
37.5 kVA pole 240/120	\$ 1,848.00	1	\$ 1,848.00
15 kVA pole 240/120	\$ 1,153.00	8	\$ 9,224.00
25 kVA pole 240/120	\$ 1,162.00	13	\$ 15,106.00
37.5 kVA pole 240/120	\$ 1,329.00	25	\$ 33,225.00
50 kVA pole 240/120	\$ 1,797.00	25	\$ 44,925.00
75 kVA pole 240/120	\$ 2,482.00	8	\$ 19,856.00
25 kVA pole 240/480	\$ 1,278.00	1	\$ 1,278.00
50 kVA pole 240/480	\$ 1,666.00	5	\$ 8,330.00
50 kVA pole 277	\$ 1,666.00	2	\$ 3,332.00
75 kVA pole 277	\$ 2,266.00	1	\$ 2,266.00
25 kVA pad 240/120	\$ 2,585.00	2	\$ 5,170.00
37.5 kVA pad 240/120	\$ 2,679.00	8	\$ 21,432.00
50 kVA pad 240/120	\$ 2,747.00	30	\$ 82,410.00
75 kVA pad 240/120	\$ 3,138.00	30	\$ 94,140.00
75 kVA pad 208/120	\$ 7,738.00	4	\$ 30,952.00
112.5 kVA pad 208/120	\$ 8,151.00	2	\$ 16,302.00
150 kVA pad 208/120	\$ 7,326.00	3	\$ 21,978.00

225 kVA pad 208/120	\$ 10,733.00	3	\$ 32,199.00
300 kVA pad 208/120	\$ 11,064.00	6	\$ 66,384.00
500 kVa pad 208/120	\$ 16,318.00	4	\$ 65,272.00
750 kVA pad 208/120	\$ 21,080.00	1	\$ 21,080.00
1,000 kVA pad 208/120	\$ 23,595.00	1	\$ 23,595.00
75 kVA pad 480/277	\$ 7,542.00	2	\$ 15,084.00
112.5 kVA pad 480/277	\$ 7,959.00	2	\$ 15,918.00
150 kVA pad 480/277	\$ 8,223.00	1	\$ 8,223.00
225 kVA pad 480/277	\$ 10,240.00	2	\$ 20,480.00
300 kVA pad 480/277	\$ 10,716.00	2	\$ 21,432.00
500 kVA pad 480/277	\$ 15,259.00	4	\$ 61,036.00
750 kVA pad 480/277	\$ 19,280.00	1	\$ 19,280.00
1000 kVA pad 480/277	\$ 23,104.00	1	\$ 23,104.00
1500 kVA pad 480/277	\$ 28,979.00	3	\$ 86,937.00
	Ext. Price		\$893,722
	Sales Tax		\$73,732.07
	One-Year Total		\$967,454.07
	3-Year Total		\$2,902,362.02

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the initial bids received on July 8, 2020; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the bids for the purchase of pad mount and pole mount transformers as identified above to Anixter, Inc., of Benicia, California, for a period of two years with a one-year extension, at a total not-to-exceed cost of \$3 million over three years; and

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

Dated: September 2, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held on September 2, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Rescinding that Portion of Resolution No. 2020-51 Pertaining to Mobile Modular Management Corporation, and Authorizing City Manager to Execute Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, for Temporary Office Space for Lodi Electric Utility Facility Renovation Project (\$181,422)

MEETING DATE: September 2, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rescinding that portion of Resolution No. 2020-51 pertaining to Mobile Modular Management Corporation, and authorizing City Manager to execute Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, for temporary office space for Lodi Electric Utility Facility Renovation Project, for \$181,422.

BACKGROUND INFORMATION: On March 18, 2020, Council adopted Resolution No. 2020-51 awarding the Professional Services Agreement for temporary office space for Lodi Electric Utility Facility Renovation Project to Mobile Modular Management Corporation, for \$181,422. After Council award, Mobile Modular Management Corporation requested minor changes to some of the legal and insurance language. The Requested revisions are acceptable to staff and are approved by the City Attorney. All other terms and Conditions remain the same.

Staff recommends rescinding that portion of Resolution No. 2020-51 pertaining to Mobile Modular Management Corporation and authorizing City Manager to execute Professional Services Agreement With Mobile Modular Management Corporation, of Livermore, for temporary office space for Lodi Electric Utility Facility Renovation Project, for \$181,422.

FISCAL IMPACT: This project will reduce costs associated with unplanned and emergency maintenance and repair work for these deteriorating facilities; and ADA and security improvements will increase safety and reduce risk of injury for employees and the public. The addition of covered storage will extend the life of inventory and assets and reduce the risk of damage. This project will not affect the General Fund.

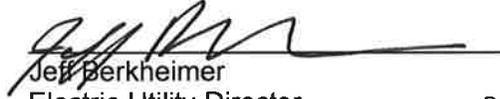
APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: LEU Capital Fund 501 (Project No. EUCP-21007) - \$181,422

Andrew Keys
Deputy City Manager/Internal Services Director



Charles E. Swimley, Jr.
Public Works Director
CES/GW/tc
Attachment



Jeff Berkheimer
Electric Utility Director

Prepared by Rebecca

cc: Melissa Price, Rates & Resources Manager
Gary Wiman, Construction Project Manager
Mobile Modular Management Corporation

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation (hereinafter "CONTRACTOR"). This AGREEMENT is subject to the terms and conditions set forth in CONTRACTOR'S Addendum, which is attached hereto and incorporated herein as Exhibit E (hereinafter "Exhibit E").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for temporary offices during construction (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR.

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

Section 2.5 Subcontracts

CONTRACTOR may utilize qualified subcontractor(s) in the performance of CONTRACTOR's Scope of Services, at CONTRACTOR's sole discretion and risk. CONTRACTOR shall maintain responsibility for all work performed by its subcontractors to the same extent as if such work were performed by CONTRACTOR directly.

Section 2.6 Term

The term of this Agreement commences on September 2, 2020 and terminates upon the completion of the Scope of Services or on December 31, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.5 Costs

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

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

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

Definitions:

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

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

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

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

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

Claim Resolution Process:

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

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

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

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business

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

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

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

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

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

Section 3.7 Auditing

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

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

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

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations

required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 4.8 Notices

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

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

To CONTRACTOR: Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Attn: Sales Manager

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least thirty (30) days written notice, subject to the termination provisions set forth in Exhibit E.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. With the exemption of Exhibit E, the terms and conditions of which shall prevail over those set forth herein, should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER CUSMIR
City Clerk

STEPHEN SCHWABAUER
City Manager

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

MOBILE MODULAR MANAGEMENT
CORPORATION, a California corporation

By: _____
jdm

By: _____
Name:
Title:

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

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

Doc ID:

CA:Rev.02.2017



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000
 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Quotation and Agreement

Quotation Number: 312165
 Customer PO/Ref:
 Date of Quote: 04/17/2020
 Term: 8 Months

Exhibit A/B

Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
City of Lodi 1331 South Ham Lane Lodi, CA 95242-3995 Gary Wiman gwiman@lodi.gov Phone: (209) 484-1619	City of Lodi 1331 South Ham Lane Lodi, CA 95242 Gary Wiman gwiman@lodi.gov Phone: (209) 484-1619	Questions? Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 Fax: (925) 453-3201

Product Information	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Restroom, 12x56 HCD (NonStd) <i>Restroom Building.Non-Standard Configuration.Size excludes 3' towbar.FRP interior.No windows.</i>	1	\$2,500.00	\$2,500.00	Y
RNT, Ramp	1	\$794.00	\$794.00	Y
Office, 48x60 HCD (NonStd) <i>Non-Standard Configuration.Size excludes 3' towbar.</i>	1	\$3,351.00	\$3,351.00	Y
RNT, Ramp	1	\$468.00	\$468.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x56 HCD (NonStd)				
Block and Level Building (A3) (PW) <i>Prevailing WageCert. Payroll</i>	1	\$640.00	\$640.00	N
Delivery Haulage 12 wide	1	\$653.00	\$653.00	N
Delivery Haulage Permit 12 wide	1	\$112.00	\$112.00	N
Delivery Haulage Pilot 12 wide	1	\$327.00	\$327.00	N
Drawings,Wet Stamped,Foundation,Standard <i>Wet StampedEngineered</i>	1	\$475.00	\$475.00	N
Install Foundation, Tiedown (Blvl) (PW) <i>Prevailing WageCert. Payroll</i>	14	\$142.00	\$1,988.00	Y
RNT, Ramp Install	1	\$3,800.00	\$3,800.00	N
			<u>\$7,995.00</u>	
Office, 48x60 HCD (NonStd)				
Block and Level Building (A8) (PW) <i>Prevailing WageCert. Payroll</i>	1	\$9,100.00	\$9,100.00	N
Delivery Haulage 12 wide	4	\$520.00	\$2,080.00	N
Delivery Haulage Permit 12 wide	4	\$89.00	\$356.00	N
Delivery Haulage Pilot 12 wide	4	\$260.00	\$1,040.00	N
Drawings,Wet Stamped,Foundation,Standard <i>Wet StampedEngineered</i>	1	\$475.00	\$475.00	N
Install Foundation, Tiedown (Blvl) (PW) <i>Prevailing WageCert. Payroll</i>	36	\$142.00	\$5,112.00	Y
Modifications	1	\$1,694.00	\$1,694.00	Y
RNT, Ramp Install	1	\$2,074.00	\$2,074.00	N
			<u>\$21,931.00</u>	
			Total	
			\$ 29,926.00	
Charges Upon Return	Qty	Charge Each	Total One Time	Taxable

Thank you for contacting Mobile Modular.
 Mobile Modular is a division of McGrath RentCorp.
 312165, 04-17-2020 10:50 AM prod

Lease Quotation and Agreement

Quotation Number: 312165
 Customer PO/Ref:
 Date of Quote: 04/17/2020
 Term: 8 Months



Restroom, 12x56 HCD (NonStd)				
Cleaning Fee	1	\$125.00	\$125.00	N
Prepare Equipment For Removal (A3) (PW)	1	\$540.00	\$540.00	N
<i>Prevailing WageCert. Payroll</i>				
Removal, Tiedown (PW)	14	\$52.00	\$728.00	N
<i>Prevailing WageCert. Payroll</i>				
Return Haulage 12 wide	1	\$653.00	\$653.00	N
Return Haulage Permit 12 wide	1	\$112.00	\$112.00	N
Return Haulage Pilot 12 wide	1	\$327.00	\$327.00	N
RNT, Ramp Removal	1	\$3,800.00	\$3,800.00	N
			<u>\$6,285.00</u>	
Office, 48x60 HCD (NonStd)				
Cleaning Fee	4	\$125.00	\$500.00	N
Prepare Equipment For Removal (A8) (PW)	1	\$5,798.00	\$5,798.00	N
<i>Prevailing WageCert. Payroll</i>				
Removal, Tiedown (PW)	36	\$52.00	\$1,872.00	N
<i>Prevailing WageCert. Payroll</i>				
Return Haulage 12 wide	4	\$520.00	\$2,080.00	N
Return Haulage Permit 12 wide	4	\$89.00	\$356.00	N
Return Haulage Pilot 12 wide	4	\$260.00	\$1,040.00	N
RNT, Ramp Removal	1	\$2,074.00	\$2,074.00	N
			<u>\$13,720.00</u>	
		Total	\$20,005.00	

Total Estimated Charges

Monthly Charges = \$95,368.68 (\$7,947.39 x 12) One-time Charges = \$50,656.51 Total Charges = \$146,025.19	Subtotal of Monthly Rent	\$7,113.00
	Personal Property Expense	\$228.70
	Taxes on Monthly Charges	\$605.69
	Total Monthly Charges (including tax)	\$7,947.39
	Charges Upon Delivery (Including tax)	\$30,651.51
Charges Upon Return (Including tax)	\$20,005.00	
	Total One Time Charges (including tax)	\$50,656.51

Special Notes

Additional Note: ***REVISION #3- Removed skirting.***Revision #2. The 48x60 originally quoted is no longer available. Added another 48x60. Original quote expired. Updated quote with current pricing.***REVISION #1 - Added 12x56 Shower Unit. ***Security screens (windows), security bar (doors), piers, and pads are included. Optional skirting, seismic tie-downs, foundation drawing, and ramp/step have been quoted. Modification cost is to build custom floor plan. Optional furniture is available at an additional charge. Quote is based on a level and accessible site by normal truck delivery.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Delivery Date:
Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.

Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not

Lease Quotation and Agreement

Quotation Number: 312165

Customer PO/Ref:

Date of Quote: 04/17/2020

Term: 8 Months



Office, 48x60 HCD (NonStd)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days.
- A minimum cleaning charge per floor will apply for modular buildings.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Security deposit and payment in advance may be required.
- Rent will be billed in advance every 30 calendar days.
- Sales Tax will be calculated based on the tax rate at the time of invoicing.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
312165, 04-17-2020 10:50 AM prod



EXHIBIT C

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

Insurance Requirements –MOBILE MODULAR

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

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

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

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

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

EXHIBIT E

Addendum to Agreement for Professional Services dated April 27, 2020 (the "Agreement") between Mobile Modular Management Corporation ("Lessor") and City of Lodi ("Lessee")

- A. ENTIRE AGREEMENT:** This Addendum is hereby incorporated in its entirety into the Agreement referenced above, as Exhibit E. In the event of any conflicts between the Agreement and this Addendum, the terms of this Addendum shall prevail.
- B. LOSS OR DAMAGE:** Upon delivery and until the modular building(s) (the "Equipment") leased under this Agreement is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold Lessor harmless from any loss resulting from theft, destruction or damage to the Equipment. Should any of the Equipment damaged be capable of repair, the Agreement shall not terminate, but at Lessee's cost and expense the Equipment shall be repaired and restored to its condition existing prior to such damage. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, the Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.
- C. INSURANCE:** Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage of the Equipment in an amount not less than the Insurance Value for each building as indicated in the table below, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty (30) day's prior, written notice to Lessor. Lessee shall deliver to Lessor certificates of insurance proving the existence of all policies meeting the above requirements. In the event that Lessee is self-insured, Lessee may provide proof of self-insurance meeting requirements equivalent to those imposed herein.

EQUIPMENT INSURANCE VALUE:

Item Description	Reference Number	Insurance Value
Office, 48x60 HCD (NonStd)	210045078	\$147,600.00
Restroom, 12x56 HCD (NonStd)	210045078	\$93,300.00

- D. WAIVER AND INDEMNIFICATION:** Lessee hereby waives and releases all claims against Lessor for loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, and for injuries to Lessee, Lessee's agents and third persons, irrespective of the cause of such loss, damage or injury except resulting from Lessor's negligence. To the extent permitted by applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, and demands ("Claims") arising out of the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment. In no event shall Lessor be responsible for Claims resulting from Lessee's sole or gross negligence or willful misconduct. Each party's duty of indemnification shall be in proportion to its allocated share of joint negligence.
- E. CONSEQUENTIAL DAMAGES:** Under no circumstances shall either party be liable to the other party for any special, incidental or consequential damages resulting from lease or use of the Equipment, including, but not limited to, anticipated loss or loss of business or profits.
- F. BILLING AND PAYMENT:** For the purposes of this Agreement, a month is defined as 30 calendar days. The first 30-day billing period will commence upon delivery of the Equipment and subsequent rental invoices will be issued every thirty (30) days thereafter until the Equipment is returned to Lessor. The initial invoice shall include one-time charges related to the delivery and installation of the Equipment and the first month of rent, plus any tax or personal property expense charges, if applicable. Upon return of the Equipment, rent will be pro-rated in half month increments. If Equipment is returned within the first 15 days of the billing period, rent will be due for the first half of the billing period; if Equipment is returned between the 16th and 30th days of the billing period, rent will be due for the entire billing period. The final invoice will include one-time charges related to the removal and return of the Equipment along with any applicable charges for damage or missing items, pursuant to section I below. To the extent applicable, Lessor expressly rejects Lessee's requirements related to retention, applications for payment, schedules of values or lien releases related to the payment of rental invoices, and payment by owner shall not be a condition precedent to payment. Payment for each invoice is due Net 30 days from the invoice date.
- G. LEASE TERM; TERMINATION:** The minimum length of time that the Equipment shall be leased by Lessee is 8 months (the "Lease Term"), commencing on the date the Equipment is delivered unless otherwise agreed upon between the parties in writing. In the event that Lessee terminates the lease prior to the expiration of the Lease Term for any reason other than Lessor's default, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall such early termination fee exceed the total value of the Agreement.
- H. HOLDING OVER; LEASE EXTENSION:** Following the expiration of the initial lease term, the lease of Equipment and the terms and conditions of the Agreement and Addendum shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the monthly rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement at Lessor's discretion, should the lease be extended beyond the initial lease term.
- I. MAINTENANCE AND REPAIRS; EQUIPMENT CONDITION:** Lessor shall bear the expense of all repairs that it determines are needed to ameliorate normal wear and tear or defects in the Equipment; the expense of all other repairs shall be borne by Lessee. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessee shall maintain the Equipment in good condition and repair, normal wear and tear excluded, in accordance with Lessor's Service Guide, which is attached hereto and incorporated herein by reference (<https://www.mobilemodular.com/resources/product-guides>). Following the return of the Equipment, an inspection will be performed by Lessor. If such inspection reveals that the Equipment is damaged beyond normal wear and tear or is missing any components or accessories, Lessee will be charged for repairs and/or replacement required to return the Equipment to its standard condition.
- J. WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up, will be in good condition and repair, be properly set up and comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.
- K. COMPLIANCE WITH LAW:** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Lessor harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.
- L. FEDERAL CONTRACTOR:** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of



disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

The parties hereto, Mobile Modular Management Corp., a California corporation, as Lessor and City of Lodi, as Lessee hereby agree to the terms and conditions set forth in this Addendum. The individuals signing this Addendum affirm that they are duly authorized to execute and commit to these terms on behalf of the above named parties.

LESSOR: Mobile Modular Management Corporation By: _____ Name: _____ Title: _____ Date: _____	LESSEE: City of Lodi By: _____ Name: _____ Title: _____ Date: _____
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Signature: Janice D. Magdich
Janice D. Magdich (Aug 27, 2020 09:01 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL RESCINDING
RESOLUTION NO. 2020-51 PERTAINING TO MOBILE MODULAR
MANAGEMENT CORPORATION; AND FURTHER AUTHORIZING THE
CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH MOBILE MODULAR MANAGEMENT
CORPORATION, OF LIVERMORE, FOR TEMPORARY OFFICE SPACE
FOR THE LODI ELECTRIC UTILITY FACILITY RENOVATION PROJECT

=====

WHEREAS, on March 18, 2020, Council adopted Resolution No. 2020-51 awarding the Professional Services Agreement for temporary office space for the Lodi Electric Utility Facility Renovation Project to Mobile Modular Management Corporation, for \$181,422; and

WHEREAS, after Council award, Mobile Modular Management Corporation requested minor changes to some of the legal and insurance language; and

WHEREAS, the requested revisions are acceptable to staff and are approved by the City Attorney. All other terms and conditions remain the same; and

WHEREAS, staff recommends rescinding that portion of Resolution No. 2020-51 pertaining to Mobile Modular Management Corporation and authorizing the City Manager to execute a Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, for temporary office space for the Lodi Electric Utility Facility Renovation Project, in the amount of \$181,422.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby rescind that portion of Resolution No. 2020-51 pertaining to Mobile Modular Management Corporation and authorizes the City Manager to execute a Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, California, for temporary office space for the Lodi Electric Utility Facility Renovation Project, in the amount of \$181,422; and

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

Dated: September 2, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Woodard and Curran, Inc., of Sacramento, for Consulting Services to Prepare Water Utility Risk and Resilience Assessment and Emergency Response Plan (\$88,600)

MEETING DATE: September 2, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Woodard and Curran, Inc., of Sacramento, for consulting services to prepare Water Utility Risk and Resilience Assessment and Emergency Response Plan, in the amount of \$88,600.

BACKGROUND INFORMATION: The Environmental Protection Agency is now enforcing new regulations that require all community water systems that serve more than 3,300 persons to comply with the 2018 America's Water Infrastructure Act (AWIA) (Exhibit A). AWIA requires all water suppliers to develop a Risk and Resilience Assessment (RRA) that considers the risks to their water systems from malevolent acts, as well as, natural hazards. It also requires water suppliers to develop or update their Emergency Response Plan (ERP).

The RRA, due by December 31 2020, will include an evaluation of the risk and resilience of pipes and conveyances, physical barriers, source water, intakes, treatment (including the use, storage, and handling of various chemicals), storage and distribution facilities, as well as, electronic, computer, and other automated systems including the security of such systems. The evaluation must also include the City's monitoring practices, financial infrastructure, and operation and maintenance protocols. The ERP will be based on the results of the RRA and must be completed by June 30, 2021.

Woodard and Curran, Inc., formally RMC, prepared the City's last two Urban Water Management Plans. Staff is very satisfied with its previous work and believes their familiarity with the City's water system will streamline delivery of a quality product, on time and at a reasonable cost. Their proposal includes a scope to meet AWIA's baseline requirements, plus optional tasks designed to aid in creating an actionable plan for mitigating risk and providing updated training on the ERP.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Woodard and Curran, Inc., of Sacramento, for consulting services to prepare Water Utility Risk and Resilience Assessment and Emergency Response Plan, in the amount of \$88,600.

FISCAL IMPACT: These new requirements are mandated by the EPA. Failure to comply could result in violations. This work does not impact the General Fund.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Water Administration (56052001.72540): \$88,600

Andrew Keys
Deputy City Manager/Internal Services Director



Charles E. Swimley, Jr.
Public Works Director

Prepared by Andrew Riche, Utilities Superintendent
CES/AR/tw
Attachments



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
Drinking Water Management Section (WTR-4-1)
75 Hawthorne Street
San Francisco, California 94105

March 5, 2020

This letter is to inform you of the new requirements under the **2018 America’s Water Infrastructure Act (AWIA)**. Section 2013 of AWIA requires Community Water Systems that serve more than 3,300 persons, to i) complete a Risk and Resilience Assessment (RRA), ii) develop an Emergency Response Plan (ERP) and iii) certify completion of both the RRA and ERP to EPA. You are asked to only submit the certifications. EPA is not collecting the RRA or ERG documents.

Certification Due Dates for Completion of Risk and Resilience Assessment

Population served ≥100,000	Population served 50,000-99,999	Population served 3,301-49,999
March 31, 2020	December 31, 2020	June 30, 2021

An Emergency Response Plan certification is due within **six months** from the date of your submission of the Risk and Resilience Assessment certification.

Certification Due Dates for Completion of Emergency Response Plan

Population served ≥100,000	Population served 50,000-99,999	Population served 3,301-49,999
September 30, 2020	June 30, 2021	December 30, 2021



All reference materials are posted at <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-2018-risk-assessments-and-emergency-response-plans>.

The above web page contains a link to the EPA online portal for providing the certifications that this work has been completed. Other submittal options include email and regular mail; however, the online submittal is the only method that provides a receipt for your records.

Enclosed is a fact sheet on the new AWIA Section 2013 requirements. We have also included a flyer for an upcoming EPA training on March 24, 2020 in Lake Elsinore, CA on the tools available to assist Community Water Systems to comply with the new requirements.

Did you know you may obtain your 2002 Bioterrorism Act Vulnerability Assessment?

Community water systems can request that these documents be returned rather than destroyed by EPA. To obtain your 2002 vulnerability assessment, you must send a request letter on utility letterhead by email to WSD-Outreach@epa.gov. Pertinent information to include in the request letter: utility name, PWS ID#, address and point of contact information for the individual who will be responsible for receiving the document. Someone must be present at the address provided to sign for the document.

The new AWIA requirements require Community Water Systems to review their RRA every 5 years to determine if it should be revised. If necessary, Community Water Systems must also update their ERP to incorporate any revisions to the RRA. Upon completion of each step, a certification must be submitted to EPA.

Should you have any questions or need further information, please refer to the reference materials provided on our EPA web page via the link above.

Sincerely,



Corine Li, P.E. Manager
Drinking Water Section

Enclosures:

- *Risk and Resilience Assessments and Emergency Response Plan Factsheet, April 2019*
- *EPA Region 9 Risk Assessment & Emergency Response Plan Training Flyer*

RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS:



NEW REQUIREMENTS FOR DRINKING WATER UTILITIES

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems¹ that serve more than 3,300 people to complete a risk and resilience assessment and develop an emergency response plan.

RISK AND RESILIENCE ASSESSMENT

Your utility must conduct a risk and resilience assessment and submit certification of its completion to the U.S. EPA by the following dates:

EMERGENCY RESPONSE PLAN

Your utility must develop or update an emergency response plan and certify completion to the U.S. EPA **no later than six months** after risk and resilience assessment certification. Each utility deadline is unique; however, the dates below are the due dates for utilities who submit a risk and resilience assessment certification by the final due date according to the population served.

Important Dates

- March 31, 2020 if serving $\geq 100,000$ people.
- December 31, 2020 if serving 50,000 to 99,999 people.
- June 30, 2021 if serving 3,301 to 49,999 people.

- September 30, 2020 if serving $\geq 100,000$ people.
- June 30, 2021 if serving 50,000 to 99,999 people.
- December 30, 2021 if serving 3,301 to 49,999 people.

Recertification

Every five years, your utility must review the risk and resilience assessment and submit a recertification to the U.S. EPA that the assessment has been reviewed and, if necessary, revised.

Within six months of submitting the recertification for the risk and resilience assessment, your utility must certify it has reviewed and, if necessary, revised, its emergency response plan.

Visit the U.S. EPA website to find more information on guidance for developing a risk and resilience assessment at <https://www.epa.gov/waterriskassessment/conduct-drinking-water-or-wastewater-utility-risk-assessment>.

Visit the U.S. EPA website for guidance on developing an Emergency Response Plan at <https://www.epa.gov/waterutilityresponse/develop-or-update-drinking-water-or-wastewater-utility-emergency-response-plan>.

TOOLS OR METHODS

AWIA does not require the use of any standards, methods or tools for the risk and resilience assessment or emergency response plan. Your utility is responsible for ensuring that the risk and resilience assessment and emergency response plan address all the criteria in AWIA Section 2013(a) and (b), respectively. The U.S. EPA recommends the use of standards, including AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, along with tools from the U.S. EPA and other organizations, to facilitate sound risk and resilience assessments and emergency response plans.

¹ Section 2013 of AWIA applies to community water systems. Community water systems are drinking water utilities that consistently serve at least 25 people or 15 service connections year-round.

Still have questions about the new AWIA requirements?
Contact the U.S. Environmental Protection Agency (U.S. EPA) at dwresiliencehelp@epa.gov.

Office of Water (4608T)
EPA-817-F-19-004
April 2019



FREQUENTLY ASKED QUESTIONS



I need more information about risk and resilience assessments and emergency response plans:

Risk and resilience assessments evaluate the vulnerabilities, threats and consequences from potential hazards.

What does a risk and resilience assessment include?

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

Who should I work with when creating my emergency response plan?

- Utilities must coordinate the risk and resilience assessments, as well as the emergency response plans with local emergency planning committees.

For more information, see www.congress.gov/bill/115th-congress/senate-bill.

What does an emergency response plan include?

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

I need more information on the certification process:

What do I need to submit to the U.S. EPA?

- Each utility must submit a certification of your risk and resilience assessment and emergency response plan. Each submission must include: utility name, date and a statement that the utility has completed, reviewed or revised the assessment. The U.S. EPA has developed an optional certification template that can be used for email or mail certification. The optional certification form will be available in August 2019.

Who can certify my risk and resilience assessment and emergency response plan?

- Risk and resilience assessments and emergency response plans can be self-certified by the utility.

How do I submit my certification?

- Three options will be provided for submittal: regular mail, email and a user-friendly secure online portal. The online submission portal will provide drinking water systems with a receipt of submittal. The U.S. EPA recommends using this method. The certification system will be available in August 2019.

When can I submit the initial certification?

- Utilities should wait to submit the initial certification to the U.S. EPA until the U.S. EPA publishes *Baseline Information on Malevolent Acts Relevant to Community Water Systems*, which is required under AWIA by August 2019.

Do I need to submit my certification to my state or local government?

- No. Section 2013 of AWIA does not require utilities to submit the certification to state or local governments.

How long do I need to keep a copy of my risk and resilience assessment and emergency response plan?

- Utilities need to keep a copy of both documents for five years after certification.

What if I do not have a copy of my most recent risk and resilience assessment?

- The U.S. EPA intends to destroy vulnerability assessments (VAs) submitted in response to the Bioterrorism Act of 2002, but if utilities would like to have their VA and certification documents mailed to them, contact WSD-Outreach@epa.gov, and on utility letterhead, include the utility name, PWSID, address and point of contact as an attachment to the email.

RESOURCES & TOOLS

Conducting a Risk and Resilience Assessment

- The U.S. EPA's [Risk and Resilience Baseline Threat Document](#) (available August 2019).
- The U.S. EPA's [Vulnerability Self-Assessment](#)

The U.S. EPA Website

- <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-2018-risk-assessments-and-emergency-response-plans>.

Developing an Emergency Response Plan

- [Emergency Response Plan Guidance](#).
- The U.S. EPA's [Emergency Response Webpage](#).
- [Local Emergency Planning Committees](#).

Still have questions about the new AWIA requirements?

Contact the U.S. Environmental Protection Agency (U.S. EPA) at dwresiliencehelp@epa.gov

Office of Water | 46081
EPA-317-F-15-004
April 2015

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WOODARD & CURRAN, INC., a Maine corporation, qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for water utility, risk and resilience assessment and emergency response plan (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on September 1, 2020 and terminates upon the completion of the Scope of Services or on August 31, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Woodard & Curran, Inc.
 801 T Street
 Sacramento, CA 95811
 Attn: Leslie Dumas

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER CUSMIR
City Clerk

STEPHEN SCHWABAUER
City Manager

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

WOODARD & CURRAN, INC., a Maine corporation

By: _____


By: _____
Name: Leslie Dumas
Title: Senior Principal

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

Funding Source: 56052001.72450
(Business Unit & Account No.)

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

801 T Street
Sacramento California 95811
www.woodardcurran.com

T 800.426.4262
T 916.999.8700
F 916.999.8701



August 4, 2020

Mr. Andrew Richle
Utilities Superintendent
City of Lodi
1331 South Ham Lane
Lodi, CA 95240

Re: Proposal for Risk and Resilience Assessment and Emergency Response Plan

Dear Mr. Richle:

Woodard & Curran is pleased to present the following proposal for engineering services to assist the City of Lodi (City) with completion of a Risk and Resilience Assessment (RRA) and update of the City's existing Emergency Response Plan (ERP) for compliance with America's Water Infrastructure Act of 2018 (AWIA). The resulting RRA and ERP will be fully compliant with the United States Environmental Protection Agency's (USEPA's) requirements of the AWIA. Our proposal also includes optional tasks that Woodard & Curran can provide to expand the usefulness of the RRA/ERP exercise, resulting in functional documents and training for your staff.

BACKGROUND

The City of Lodi is located in the northern San Joaquin Valley in San Joaquin County and borders the Mokelumne River. The bulk of the City's geographical area extends from the Mokelumne River to the north, from Woodbridge Irrigation District's (WID's) South Main Canal and Lower Sacramento Road to the west, from Harney Lane to the south, and from portions of Highway 99 and the Central California Traction Railroad to the east. The City of Lodi Water Utility is the sole water purveyor for the City. The City's water service area is contiguous with City boundaries and covers approximately 12 square miles with a few minor connections outside the City boundaries. The service area includes a mix of residential, commercial, and industrial land use that is served predominantly by groundwater as the main source of supply for the City's water distribution system. Groundwater extraction occurs using 28 wells drawing from the San Joaquin Valley Groundwater Basin, specifically the Eastern San Joaquin Subbasin. The Lodi Surface Water Treatment Plant (SWTP) came online in November of 2012 and provides treated Mokelumne River water as a supplemental supply.

AWIA requires all water suppliers to develop an RRA that considers the risks to their water systems from malevolent acts as well as natural hazards. It also requires water suppliers to develop or update their ERP. The City last completed a vulnerability assessment of its drinking water system in 2009 and an ERP in 2014; as such, past assessments have not considered vulnerabilities to the City's new SWTP nor changes to its groundwater production wells. The City did complete a Water Master Plan in 2012 that evaluated its water distribution system and includes a list of system assets and has completed a flood response plan. The more recent requirement for completion of an RRA, due by December 31st of this year, will include an evaluation of the risk and resilience of pipes and conveyances, physical barriers, source water, intakes, treatment (including the use, storage, and handling of various chemicals), storage and distribution facilities, as well as electronic, computer, and other automated systems including the security of such systems. The evaluation must also include the system's monitoring practices, financial infrastructure, and operation and maintenance protocols. The ERP must be prepared in accordance with AWIA Section 2013(b) that requires community water systems serving populations greater than 3,300 to develop or update

an ERP that incorporates findings of their risk and resilience assessment, incident-specific response protocols, and evaluations of alternative source water. The ERP must describe strategies, resources, plans, and procedures the utility can use to prepare for and respond to an incident, natural or man-made, that threatens life, property, or the environment. Incidents can range from small main breaks or localized flooding to large scale hurricanes, earthquakes, system contamination or pandemics, among other examples.

This proposal is for professional engineering services relative to assisting the City of Lodi with the development of an RRA and update to the City's ERP to comply with the requirements of AWIA. It is our understanding that the City wishes to complete all required elements, but would like the resultant product to be useful, informing the City's Capital Improvement Program as to projects to be implemented to improve system resiliency, and to provide its staff with an Emergency Response Plan that contains clear, concise, easy-to-follow operating protocols for responding to emergencies.

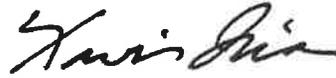
We thank you for this opportunity and look forward to working with the City on this project.

Sincerely,

WOODARD & CURRAN, INC.



Leslie Dumas, PE
Principal-in-Charge



Xavier Irias, PE
Project Manager



COMMITMENT & INTEGRITY DRIVE RESULTS
woodardcurran.com

City of Lodi

Proposal for Risk and Resilience
Assessment and Emergency
Response Plan



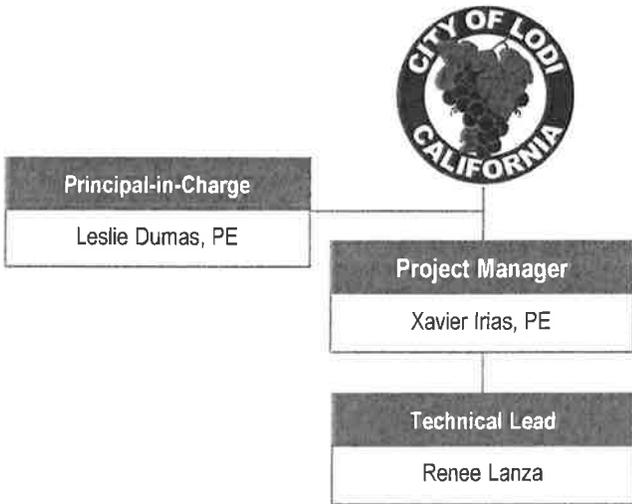
August 4, 2020



Project Team

Our project team will be led by Xavier Irias as Project Manager and supported by Leslie Dumas as Principal-In-Charge, with Renee Lanza as Technical Lead. Summary biographies for our team members are listed below. Detailed resumes can be found in the Appendix. Xavier will also be supported by a team of experienced engineers and planners, including

Rob Little, Manager of Woodard & Curran's Water Practice, and internal expert in the preparation of RRAs and ERPs nation-wide. Rob has over 25 years of experience with the evaluation, planning, design, and construction of water works facilities and has worked on a wide variety of projects ranging from hydraulic modeling, distribution system analysis and infrastructure planning to water treatment facility, pumping station, storage tank and water main design.



Xavier Irias, PE | Project Manager

Xavier has over 33 years of professional experience in the fields of water resources and engineering, and currently serves as the Senior Technical Practice Leader of Infrastructure and Design for Woodard & Curran. Xavier's professional experience spans strategic planning, water and wastewater engineering, risk and financial management and recycled water. As the former Director of Engineering and Construction at East Bay Municipal Utilities District, Xavier has extensive experience developing and implementing capital programs and delivering complex projects while working with a variety of stakeholders through planning, design and construction. He has extensive experience with emergency planning and preparedness, engineering of infrastructure for enhanced resilience, and risk assessment. As project manager, Xavier will lead our team's efforts executing the necessary tools for completing the risk and resiliency assessment, evaluating and incorporating the results into a comprehensive report, ensuring consistency with updates to the Environmental Response Plan, and ensuring that all protocols and response actions are reasonable and effective.



Leslie Dumas, PE | Principal-In-Charge

Leslie has 30 years of experience as a hydrologist, water resource engineer and project manager providing hydrogeologic, hydrologic, environmental, and scientific consultation for projects throughout the United States. Leslie has extensive groundwater experience in the San Joaquin Valley and around California, and has prepared and/or reviewed planning and environmental documentation, including Groundwater Sustainability Plans, CEQA Initial Studies and Environmental Impact Reports, Water Master Plans, Groundwater Management Plans, and Stormwater Pollution Prevention Plans for various civil projects, including the City of Lodi's 2010 and 2015 Urban Water Management Plans. As Principal-in-Charge, Leslie will ensure that Woodard & Curran's resources are focused on this project, that we meet all of the City's objectives, and that Woodard & Curran's Quality Control program is executed during project implementation.



Renee Lanza | Technical Lead

Renee has over eight years of experience in water system planning and treatment process design for clients in the municipal and private sectors. Her project experience includes the design of pump stations, water treatment plant upgrades, and new water treatment facilities as well as associated environmental and design permitting. She has received training from USEPA on conducting AWIA-compliant Risk and Resilience Assessments and Emergency Response Plans and has been or is currently the technical lead on six RRAs in Massachusetts and Missouri. Renee has led and supported water system master planning efforts across the country, including communities in Massachusetts, Rhode Island, Missouri, and Florida, and will be bringing her experience and expertise to California, supporting these same assessments for the City.



Comparable Projects

The following is a list of comparable projects completed by Woodard & Curran, both in Northern California and elsewhere in the nation.



Marin Municipal Water District Water System Master Plan

Firm Responsibility: Master planning, including review and refinement of planning and design criteria for levels of service in the face of various risks, e.g. earthquakes, power outages, wildfires. System modeling and identification of needed CIP improvements.

Key Personnel: Xavier Irias/Project Manager

Contract Value: \$1.2 Million

Client Contact: Lucy Croy, Marin Municipal Water District. 220 Nellen Avenue, Corte Madera, CA 94925. 415.945.1590



Livermore-Amador Valley Water Management Agency Wet Weather Operations Modeling

Firm Responsibility: Modeling of wet weather operations to inform pumping capacities, aimed at minimizing risk of environmental release while controlling cost.

Key Personnel: Xavier Irias/Project Manager

Contract Value: \$100,000

Client Contact: Bill Slenter, Hydrosience. 10569 Old Placerville Rd, Sacramento, CA 95827. 916.364.1490



Contra Costa Water District Canal Modernization Planning Studies

Firm Responsibility: Risk analysis and alternatives evaluation for improvements to CCWD's main canal.

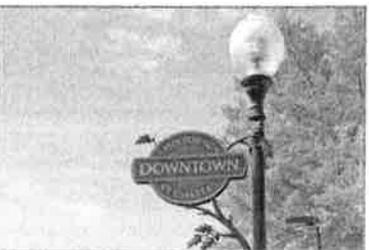
Key Personnel: Xavier Irias/Technical Advisor and Quality Control

Contract Value: \$178,080

CA 94598. 925.932.1710

Risk and Resilience Assessment for Public Water Supply District #2, St. Charles, MO

Firm Responsibility: Conducted an RRA assessment for PWSD#2 in compliance with AWIA. The RRA provides information to the water utility to assist in allocating resources for repair, replacement, and expansion of existing system assets by considering natural hazards and malevolent acts, resilience of water facility infrastructure, monitoring practices, financial systems, and chemical storage and handling.



Created list of critical assets and threats that posed greatest consequence to the utility and developed countermeasures for the threats corresponding to the highest economic risk to help the city prioritize planning for future water system improvements. PWSD#2 serves a population over 100,000 people. This RRA was certified with USEPA in March 2020. Woodard & Curran's scope did not include a cybersecurity assessment, as the District opted to use their existing cybersecurity consultant for the cybersecurity portion.

Key Personnel: Renee Lanza/Technical Advisor and Quality Control

Contract Value: \$75,000

Client Contact: Kevin H. Dunn, General Manager, Public Water Supply District No. 2, 100 Water Dr, O'Fallon MO, 63368. 636.561.3737 x101



City of Fall River, Massachusetts Risk and Resilience Assessment, Hydraulic Model Update, and Emergency Response Plan

Firm Responsibility: For the first phase of this project, Woodard & Curran developed a Risk and Resilience Assessment and distribution system hydraulic model for the City of Fall River, Massachusetts that identifies potential risk in the utility's infrastructure as well as proposes a list of prioritized projects to increase the resiliency of both physical assets and the process control and business enterprise systems. We also administered a state grant program that provided 75% of the funding required for

the first phase of AWIA compliance. RRA included qualitative assessment (including cybersecurity assessment), quantitative assessment, and countermeasures analysis. Project also included significant modeling efforts not required by AWIA. Fall River serves a population over 100,000 people. This RRA was certified with USEPA in March 2020. Woodard & Curran is currently in the second phase of this project working on the Emergency Response Plan.

Key Personnel: Renee Lanza/Technical Advisor and Quality Control

Contract Value: Phase 1: \$153,300 (RRA & Model) | Phase 2: \$60,000 (ERP)

Client Contact: Paul Ferland, EIT, Deputy Administrator, Department of Community Utilities, Sewer/Water Divisions, One Government Center, Fall River, MA 02722.



City of Lowell, Massachusetts Risk and Resilience Assessment & Emergency Response Plan

Firm Responsibility: Developed a Risk and Resilience Assessment for the City of Lowell that identifies potential risk in the utility's infrastructure as well as proposes a list of prioritized projects to increase the resiliency of both physical assets, and process control and business enterprise systems. Risk and Resilience Assessment included the cybersecurity assessment as well and a quantitative analysis reviewing assigned

risk before and after the implementation of recommended countermeasures. This RRA was certified with USEPA in March 2020. Woodard & Curran is in the process of working with the City on updating their Emergency Response Plan. Woodard & Curran prepared Lowell's existing ERP in 2009, which will be updated to be current and incorporate AWIA requirements.

Key Personnel: Renee Lanza/Technical Advisor and Quality Control

Contract Value: \$295,000

Client Contact: Mark Young, Executive Director, Lowell Regional Water Utility, 815 Pawtucket Boulevard, Lowell, MA 01852. 978.674.4240



City of Lodi 2005, 2010, and 2015 Urban Water Management Plans

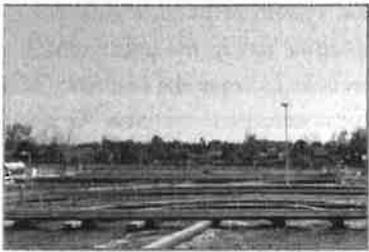
Firm Responsibility: Prepared the City's 2005, 2010 and 2015 Urban Water Management Plans (UWMPs), a Recycled Water Master Plan, and preliminary water master planning activities. In preparing the City's UWMPs, developed aggressive, yet doable, schedules for completing the UWMP before the required deadlines by conducting data collection and draft report writing in parallel, and by submitting an early draft to DWR staff for a "completeness review." The UWMPs included supply and

demand analyses, a refinement of the City's demand management measures, development of a water shortage contingency plan, and an analysis of the combination of surface water and recycled water as future supply options.

Key Personnel: Leslie Dumas/Project Manager

Contract Value: \$68,000 (for 2015 UWMP)

Client Contact: Wally Sandelin, City of Lodi. 221 W. Pine Street, Lodi, CA 95241. 209.333.6706



City of Billerica, Massachusetts Risk and Resilience Assessment & Emergency Response Plan

Firm Responsibility: Under contract and in the process of developing a Risk and Resilience Assessment for the City of Billerica. Risk and Resilience Assessment that includes all AWIA-required components as well as a quantitative analysis reviewing assigned risk before and after the implementation of recommended countermeasures. Billerica serves a population of approximately 44,000, and their RRA certification is due June 30, 2021. Woodard & Curran is in the process of working with the City on

updating their Emergency Response Plan and will be proceeding upon the completion of the City's RRA.

Key Personnel: Renee Lanza/Technical Advisor and Quality Control

Contract Value: \$300,000

Client Contact: Abdul Alkhatib, Director of Public Works, 365 Boston Road, Room G11, Billerica, MA 01821. 978.671.1313.



City of Lawrence, Massachusetts Risk and Resilience Assessment & Emergency Response Plan

Firm Responsibility: Under contract and in the process of developing a Risk and Resilience Assessment for the City of Lawrence, whose Water Treatment Facility has been contract-operated by Woodard & Curran for over 10 years. The Risk and Resilience Assessment includes the minimum requirements needed for AWIA compliance (qualitative assessment and the cybersecurity assessment). Lawrence serves a population of approximately 80,000, and their RRA certification is due December

31, 2021. Woodard & Curran will begin work on the City's ERP upon the completion of the City's RRA. Woodard & Curran prepared the City's existing ERP in 2009, which will be updated to reflect changes in the City and address AWIA requirements. After completing the ERP update, Woodard & Curran will be providing training on the updated ERP to City and Woodard & Curran operations staff. This task is being completed concurrently with a 20-year Water System Master Plan for the City.

Key Personnel: Renee Lanza/Technical Advisor and Quality Control

Contract Value: \$68,000

Client Contact: Ms. Milagros Puella, P.E., Water and Sewer Commissioner, Lawrence Department of Public Works, 200 Common Street, 2nd Floor, Room 201, Lawrence, MA 01840. 978.620.3110



Project Approach and Scope of Services

Task 1 – Complete Risk & Resilience Assessment (RRA)

Woodard & Curran will provide the following services for development of an AWIA-compliant RRA of the City's drinking water infrastructure and associated electronic systems.

Woodard & Curran will utilize USEPA's VSAT 2.0 Program, American Water Works Association (AWWA's) Cybersecurity Guidance and Assessment Tool, as well as aspects of USEPA's ARAM-W and AWWA's J100, G300, G430 and G440 methodology in the development of the RRA. The main components of the assessment methodology include characterization of the water system, prioritization of facilities based on relative importance, and assessment of the likelihood and type of threat. The results of our analysis will be provided in an RRA report.

As required by regulation, a summary of the specific areas of the water system to be included in our evaluation is as follows.

1. The risk to the system from malevolent acts and natural hazards;
2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. The monitoring practices of the system;
4. The financial infrastructure of the system;
5. The use, storage, or handling of various chemicals by the system; and
6. The operation and maintenance of the system.

Woodard & Curran will perform the following tasks to complete the RRA.

1. Kick-off Meeting

Woodard & Curran will organize a kick-off meeting to be attended by representatives of the City and members of Woodard & Curran's RRA team. During this kick-off meeting, the RRA process will be described and the members of an assessment team from the City will be identified. The kick-off meeting will also be an opportunity for team members to discuss general security concerns and identify key infrastructure that may be vulnerable. Woodard & Curran will:

- Prepare for and attend kick-off meeting.
- Define the process of RRA and identify timetable.
- Identify special team members to be included at various workshops.
- Review and compile available data on system capacities, use, policies, procedures and physical systems.
- Review and compile incidences and history of adversaries and natural phenomena that have impacted the water system.

Documents to be provided by the City in advance of the kick-off meeting include:

- Current Vulnerability Assessment and Emergency Response Plan.
- Water Master Plan.
- Flood Response Plan.
- List and details of water system assets.
- Existing standard operating and monitoring procedures and practices.

- Chemical use inventory.
- Billing and internal operating system information.
- Other documents that may be required for completion of the RRA and ERP Update.

2. Workshops

After review of the available information, Woodard & Curran will conduct two workshops with the identified RRA team members. The topics discussed in the first workshop will include:

- Discussion of current City practices for the calculation of the Utility Resilience Index (URI) within USEPA's VSAT 2.0 Program.
- Identification and prioritization of critical facilities in the water system.
- Discussion of potential adversaries and determination of the likelihood of an undesired event (both naturally occurring and malevolent acts).
- Theorizing the loss of a facility, the team will discuss the consequences for each facility.
- Examine the existing protection systems, including physical systems and policies and procedures, to determine the effectiveness of those systems in preventing an undesired event.
- Discuss the main components of a protection system – detection, delay, and response.

During the second workshop, the assessment team will focus on the cybersecurity assessment:

- Review current cybersecurity practices in place at the City.
- Discuss planned cybersecurity improvements.
- Review status of recommended cybersecurity controls from AWWA's Cybersecurity Guidance and Assessment Tool.

3. Prepare RRA Report

After the workshops are conducted, Woodard & Curran will prepare a draft qualitative RRA Report presenting the analyses completed. The qualitative RRA Report will include all components required for certification with USEPA for compliance with AWIA requirements.

Woodard & Curran will incorporate comments received from the City into a final qualitative RRA report. Upon completion, the City may submit certification to the USEPA that the RRA has been completed. Woodard & Curran will coordinate with the City on the appropriate timing for submittal of the RRA certification. Submittal of this certification will begin the six-month window for completion of an ERP.

Task 2 – Revise and Update the Emergency Response Plan

Woodard & Curran will conduct one meeting with City personnel, review the current ERP, and identify changes to roles and responsibilities, facility infrastructure, procedures, and emergency resources that may affect the content of the Plan. Based on the information gathered during this meeting and any additional documentation provided, Woodard & Curran will prepare a draft updated electronic copy of the ERP for review and comment. The revision will incorporate components required by AWIA for USEPA Certification. Upon receipt of comments and approval of the draft ERP, Woodard & Curran will finalize the document and provide both hard copy updates and a USB drive containing all electronic files necessary to prepare additional copies of the ERP.

ASSUMPTIONS:

Our proposal assumes the following:

1. The City will provide most recent water distribution system maps and master plan for Woodard & Curran to develop a master asset list.
2. The City will provide their most recent ERP in electronic format.
3. The City will have a representative present at the cybersecurity workshop that can speak to the current network architecture.

OPTIONAL COMPONENTS:

While the above scope will satisfy the AWIA requirements for certification, Woodard & Curran can also provide the following services that will allow for the exercises completed during these assessments to aid in an actionable plan for mitigating risk and providing updated training on the ERP.

Option A – Quantitative Analysis and Countermeasures Assessment

While not required for AWIA compliance, the USEPA recommends the quantitative analysis and countermeasures assessment as part of the RRA. This builds on the qualitative assessment and analyses the likelihood, risk, and financial consequence of critical asset-threat pairs and proposes countermeasures or projects that could be undertaken to reduce the likelihood, risk, or financial consequence in the event of a natural hazard or malevolent act.

This would include a third workshop, where the assessment team will focus on the asset-threat pairs deemed most critical to the water system.

- Review the calculated cost to the utility and region per asset-threat pair
- Discuss potential projects to mitigate risk and improve resilience

After the workshops are conducted, Woodard & Curran will develop planning level costs for the upgrades or changes to physical systems, policies, and procedures that reduce risk.

Option B – Hydraulic Modeling Updates and Risk Evaluation

Woodard & Curran will update the City's hydraulic computer model of its water distribution system. The work under this Task will build upon the previously-developed hydraulic computer model and will incorporate changes to the water supply and distribution system that have occurred since the model's last calibration and development. The work to be performed will be conducted in four sub-tasks, as follows:

- Data collection and review;
- Distribution system hydraulic model update;
- Model calibration (including field testing); and
- Operational evaluation of risk and resilience for critical asset-threat pairs and proposed countermeasures.

Option C – Provide Training on the Updated Emergency Response Plan

To provide City emergency response and support personnel with orientation on the revised ERP and help meet the annual training requirements, Woodard & Curran will develop and review with City staff a PowerPoint presentation on the final ERP and relevant regulatory requirements addressed within the plan.

While this exercise is not required for AWIA compliance, execution of such training will aid in increasing the City's baseline URI score, as determined as part of the RRA, and is therefore recommended.

Budget and Level of Effort

As requested in the RFP, the proposed fee for the aforementioned scope of services, excluding optional tasks, is being provided as a separate PDF file. Estimated fees for optional tasks can be provided upon request. Presented below is the anticipated level of effort (in hours) for completing each task.



City of Lodi

America's Water Infrastructure Act of 2018 Compliance - Level of Effort

Tasks	Labor								Total Hours
	Leslie Dumca	Xavier Infes	Renée Lanza	Tim Maynard	Project Engineer/Planner	Rob Little	Graphics	Admin	
	PIC	Project Manager	Technical Lead	Cybersecurity	Project Planner/Engineer	QA/QC	Graphics and Support		
Task 1: Complete Risk & Resilience Assessment (RRA)									
1.1 Kickoff Meeting	2	4	4		6				16
1.2 Workshops	8	16	12	4	12		4		56
1.3 Prepare RRA Report with Recommendations	12	32	24	4	60	4	2	6	144
Subtotal Task 1:	22	52	40	8	78	4	6	6	216
Task 2: Revise and Update Emergency Response Plan									
2.1 ERP Workshop	4	4	4		2				14
2.2 ERP Update	6	24	24	4	60	4	2	6	130
Subtotal Task 2:	10	28	28	4	62	4	2	6	144
TOTAL:	32	80	68	12	140	8	8	12	360



Schedule

The City's deadline for completion of the RRA is December 31, 2020, with the ERP update required within six months of certification. Woodard & Curran will schedule a kick-off meeting with the City within four weeks of receiving a Notice To Proceed (NTP). This kick-off meeting will include the Woodard & Curran project team and will provide an overview of the RRA and ERP update process. After the kick-off, the project will continue in two phases, with the ERP Update beginning after the completion of the RRA, as follows.

Table 1: Phase 1 - Risk & Resilience Assessment Schedule

TIME	MILESTONE	DESCRIPTION
Week 1	Project Kick-off	Woodard & Curran (W&C) will schedule a kick-off meeting with the City within four weeks of receiving a NTP. The City will provide Woodard & Curran with available information on the water system for review ahead of Workshop #1
Weeks 1-2	<i>Woodard & Curran reviews available information to draft master asset list in preparation of RRA Workshop #1.</i>	
Week 2	RRA Workshop #1	Workshop #1 will include: <ul style="list-style-type: none"> • Overview and discussion of water system • Current utility practices for the calculation of the Utility Resilience Index (URI) • Identification/Prioritization of critical facilities • Discussion of potential hazards The City will be given a cybersecurity questionnaire to be completed and returned to W&C at least 1 week prior to RRA Workshop #2.
Week 3	RRA Workshop #2 (Cybersecurity)	Workshop #2 will include: <ul style="list-style-type: none"> • Review current cybersecurity practices in place • Discuss planned cybersecurity improvements • Review status of recommended cybersecurity controls from AWWA's Cybersecurity Guidance and Assessment Tool
Weeks 2-6	<i>W&C completes qualitative assessment and reviews potential hazards for critical assets.</i>	
Week 7	Draft RRA to City	Woodard & Curran provides draft RRA report to City for comment.
TBD	Final RRA Report	After receipt of final comments and discussion, Woodard & Curran provides final RRA report to City.

Woodard & Curran will begin the ERP Update after completion of the RRA. The ERP Update includes the development of incident-specific response protocols for the ERP that result from critical events identified in the RRA. **The ERP is due within 6 months of the certification of the RRA.**

Table 2: Phases 2 – Emergency Response Plan Update Schedule

TIME	MILESTONE	DESCRIPTION
Week 1	ERP Workshop	The ERP Workshop will include: <ul style="list-style-type: none"> • Review current ERP • Identify changes to roles and responsibilities • Identify changes to facility infrastructure, procedures, and emergency resources that may affect the Plan • Discussion of critical events identified in the RRA for the development of Incident-Specific Response Protocols
Weeks 1-6*	<i>Woodard & Curran will take information from the meeting and additional information requested and update the ERP for compliance with current requirements (California and AWIA)</i> <i>*This may be extended if requested information is not received</i>	
Week 7	Draft ERP to City	Woodard & Curran provides draft ERP to City for comment.
Weeks 7-8	<i>Woodard & Curran coordinates with City on comments and questions.</i>	
Weeks 9	<i>Woodard & Curran finalizes ERP with input from City.</i>	
Week 10	Final ERP to City	Woodard & Curran provides Final ERP to City.
TBD	USEPA Certification	City will submit self-certification indicating completion of the ERP in compliance with AWIA. ERP certification is due within 6 months of the RRA certification.



Statement for Selection

Woodard & Curran has been supporting the City of Lodi in water and wastewater planning for 15 years. Having prepared the City's 2010 and 2015 UWMPs, in addition to supporting the Eastern San Joaquin Groundwater Authority in development of a Groundwater Sustainability Plan for SGMA compliance, we know and understand the City's water infrastructure and the regional and regulatory framework it operates in. Our staff has prepared both RRAs and ERPs across the nation, and we can conduct this work concurrent with the City's 2020 UWMP to ensure consistency and reduce duplicative work. If selected, we will work with the City to not only comply with AWIA regulations, but to maximize the usefulness of the resulting deliverables in support of the City's emergency response efforts.



COMMITMENT & INTEGRITY DRIVE RESULTS
woodardcurran.com

Appendix





XAVIER IRIAS, PE

PROJECT MANAGER

Professional Profile

Xavier has over 33 years of professional experience in the fields of water resources and engineering. He serves as the Senior Technical Practice Leader of Infrastructure and Design. Xavier's professional experience spans strategic planning, water and wastewater engineering, risk and financial management. As the former Director of Engineering for a major California water utility, Xavier has extensive experience developing and implementing capital programs and delivering complex projects while working with a variety of stakeholders through planning, design and construction.

Related Experience

City of Brentwood, CA - Brentwood Wastewater Plant Expansion. As Project Manager during construction, Xavier oversaw \$50M in improvements including new basins, aeration blowers, secondary clarifier, and various upgrades to existing systems.

Pacifica, CA - Sharp Park Sewage Pump Station. Performed QC review for pump station rehabilitation. The project scope included wetwell improvements, aeration improvements and a new odor control system.

Del Puerto Water District and San Joaquin River Exchange Contractors, CA – Del Puerto Canyon Reservoir Project. Performed QC review of 30% design of conveyance facilities. The project included a 300 cfs pumping plant, approximately one mile of 84" diameter steel pipe, and a tie-in to the Delta Mendota Canal.

Santa Clara Valley Water District, CA - Upper Llagas Creek Flood Control Improvements. Project manager of \$150M project that makes major flood control improvements along 14 miles of channel. Elements include a large-diameter tunnel, earthwork and creek restoration, utility relocation, and large concrete box culverts. Phase 1 was awarded in July 2019 and is under construction. Phase 2A will bid in summer 2020.

Experience prior to Woodard & Curran

Director of Engineering and Construction, East Bay Municipal Utility District (2006 – 2019)

- Led development and implementation of biennial \$1.9B Five-year Capital Improvement Program, working with client departments and the General Manager to cost-effectively address infrastructure needs and other concerns. Developmental steps included facility assessments, master planning, collaborative setting of priorities with client groups, and preparation of the capital budget. Implementation of the capital program in any given year includes completing dozens of complex and diverse multi-disciplinary projects.
- Led innovation efforts for the full life cycle of pipeline asset management, including use of new technologies and streamlined workflows to efficiently scale up renewal rates.

Education

- Bachelors, Civil Engineering, UC Berkeley

Registrations

- Professional Engineer - CA, C44782

Professional Associations

- American Society of Civil Engineers, Chair of California Water and Environment Committee, and Member of national Infrastructure Resilience Division.
- American Water Works Association (AWWA), Trustee, Standards Council and Engineering & Construction Division
- National Geospatial Advisory Committee, Former member
- Water Research Foundation, Member of various Project Advisory Committees focused on infrastructure resilience

- Led major capital projects from concept to completion. For example, led the \$71M San Pablo Dam Seismic Upgrades Project; collaborative, proactive approach with the internal stakeholders, as well as community and several federal, state and local regulatory agencies led to the project being completed early and under budget, winning major industry awards, and being accepted by the community.

- Managed a major study of EBMUD's water supply concerns in the San Francisco Delta. The study helped define EBMUD's strategic position on numerous political initiatives and was the key in EBMUD receiving \$45M in Prop 84/1E funds to protect agency's water supply interests in the Delta region and continues to guide follow-on infrastructure investments and policy discussions.

- Led water demand development element of recent Water Supply Management Plan update, incorporating innovative Land-Use Demand methods and resulting in more accurate long-term water supply projections. Also led year-2050 updated projections.

- Chairs the Water and Environmental Policy Committee of the American Society of Civil Engineers (ASCE) to shape ASCE's California water policy and provide input to state legislators. The committee regularly meets face-to-face with state legislators and sponsors annual infrastructure symposia to inform elected and appointed officials of important infrastructure issues.

- Provides engineering expertise as a member and trustee on the American Water Works Association Standards Council and Engineering and Construction Division. The Standards Council is responsible for AWWA's internationally recognized standards program.

- Collaborated with other agencies to accomplish complex water and wastewater public works projects at least cost and lowest public impact. As one example,

for DERWA facilities, helped obtain grant funding and then led implementation of major recycled water pipelines to cost-effectively promote recycled water use. As another example, for the Moraga Road Pipeline project worked with three affected cities, a regulatory resource agency and several concerned neighbors to improve project. The result was a \$12.7M savings (cost was \$12.3M versus an initial estimate of up to \$25M), minimal impact or disruption, no claims, and an enhanced positive relationship with the community.

- Orchestrated drought planning for capital improvements. As part of this effort, identified and prioritized 23 projects to improve drought resilience that can be implemented as conditions evolve, giving our customers drought protection while minimizing cash outlay.

- Led design and construction of recycled water facilities such as DERWA pipelines and tank, and East Bayshore recycled pipelines.

- Led studies to increase resilience of pipeline networks using a blend of strategic replacements, valving, seismically resistant pipes and geohazard avoidance.

- Responsible for seismic improvements to Chabot Dam, and for upgrades to dam towers at Chabot and Upper San Leandro.

- Responsible for construction management of \$200M Folsom South Canal Connection including two 100MGD pumping plants and 18 miles of 72"-diameter steel pipe.

- Directed condition assessments of water infrastructure including large-diameter aqueducts, pumping plants, tanks, tunnels and pipelines.

Manager of Engineering Services, East Bay Municipal Utility District (2001 – 2006)

- Managed \$65M Claremont Tunnel projects to successful completion by proac-

tive risk management, and leading team to quick resolution of numerous serious obstacles; project recognized internationally, winner of Charles Pankow award for innovation.

- Formed collaborative relationships with Dept. of Water Resources, reinvigorated dam safety program.

- Improved business processes to enhance customer service and increase efficiency.

- Member of management negotiation team for union negotiations.

- Resolved union concerns over staffing of major dam safety initiatives.

Senior Civil Engineer, East Bay Municipal Utility District (1993 – 2001)

- Managed design phase of \$200M WC-SRV Improvements Projects including treatment and transmission upgrades. Worked closely with the community to address concerns including construction impacts, chemical safety and recreational impacts.

- Managed several projects each in excess of \$1M.

Associate Civil Engineer, East Bay Municipal Utility District (1990 – 1993)

- Lead role to address \$150M polybutylene lateral failure problem, including predictive stochastic model.

- Developed \$10M Camanche Recreational facility master plan.

- Established first EBMUD standards for reclaimed water systems.

- Designed wastewater conveyance systems.

- Created trench spoils program for sustainability, instituted recycling and reuse. Several million dollars saved so far at reduced environmental impact.



LESLIE DUMAS, PE

PRINCIPLE-IN-CHARGE

Professional Profile

Leslie has 30 years of experience and is a hydrologist, water resource engineer and project manager providing hydrogeologic, hydrologic, environmental and scientific consultation for projects throughout the United States. She has managed multi-disciplinary teams on a wide variety of projects, including water resources planning, funding and financing, groundwater investigation, modeling, resource planning, environmental permitting, stormwater runoff planning, and the investigation and clean-up of hazardous waste sites. She has prepared and/or reviewed planning and environmental documentation, including CEQA Initial Studies and Environmental Impact Reports, Urban Water Management Plans, Groundwater Management Plans, and Stormwater Pollution Prevention Plans for various civil projects, and is experienced in identifying funding opportunities and obtaining state and federal grants and low-interest loans for clients through programs such as the Clean Water and Safe Drinking Water State Revolving Fund programs and the Integrated Regional Water Management (IRWM) Grant Program.

Related Experience

Stanislaus County, CA – Stanislaus Multi-Agency Regional Storm Water Resources Plan. Principal-In-Charge overseeing preparation of the Stanislaus County Storm Water Resources Plan (SWRP) per State Water Resources Control Board Storm Water Resources Program guidelines. The SWRP covers the entire county, encompassing portions of the Modesto, Turlock and Delta-Mendota Groundwater Subbasins, and includes projects that focus on storm water capture and reuse, water quality management, and drainage upgrades. The SWRP was coordinated with both the East Stanislaus and Westside-San Joaquin IRWM Plans as required to qualify for grant funding from the State.

City of Lodi, CA - Urban Water Management Plans. Project Manager and Project Engineer responsible for preparing the City of Lodi's 2015 Urban Water Management Plan. This UWMP update included reviewing and revising the City's baseline per capita water use and per capita water use targets to ensure that these goals are met, and conducting a climate change vulnerability analysis as part of the planning process. Previously, supported preparation of the City of Lodi's 2005 and 2010 Urban Water Management Plans by providing technical support in the demand projections and supply analysis and quality assurance/quality review of the completed plans.

San Luis & Delta-Mendota Water Authority, CA - SGMA Program Guide. Project Manager responsible for overseeing the Woodard & Curran team preparing a program guide for compliance with the Sustainable Groundwater Management Act of 2014 (SGMA) for SLDMWA on behalf of the multiple Groundwater Sustainability Agencies (GSAs) in the Delta-Mendota Groundwater Subbasin. The program guide focused on initial activities required for preparation of a Groundwater Sustainability Plan (GSP), including data collection and management, modeling and plan preparation, providing the GSAs with a roadmap for GSP preparation.

Education

- Masters, Civil Engineering - Hydraulics/Hydrology, University of California-Berkeley
- Bachelors, Civil Engineering - Hydraulics/Hydrology, Virginia Polytechnic Institute and State University
- Multiple Subject - Clear Teaching Credential, St. Mary's College of Education

Registration

- Professional Engineer - CA, C-43897
- Certified Groundwater Professional (CGWP) - National Groundwater Assoc, 119931
- Single Subject Teaching Credential - Mathematics - CA Commission on Te, 150031116
- Single Subject Teaching Credential - Science: Geosciences - CA Commis, 150031116

Affiliations

- American Society of Civil Engineers
 - National Groundwater Association (NGWA)
-

Turlock Groundwater Basin Association, CA - SGMA Planning Document. Task Manager as part of a larger team preparing a planning document for development of a Groundwater Sustainability Plan (GSP) for the Groundwater Sustainability Agencies (GSAs) in the Turlock Groundwater Subbasin. Woodard & Curran is tasked with focusing on identification of a Data Management System for data collection, analysis and management, and for outlining modeling requirement for development of a basin-wide water budget.

City of Banning, CA - Integrated Regional Water Management Plan Program. Technical Review responsible for review and input into the modeling work as part of the City's IRWM Plan development.

City of Patterson, CA - 2015 Urban Water Management Plan. As Project Engineer, assisted the Woodard & Curran team preparing the City of Patterson's Water Master Plan and developing its water supply portfolio and hydraulic analysis to develop Capital Improvement Plan. With the population expected to triple at build-out and water demands expected to grow from 3,600 acre-feet per year (AFY) to around 7,300 AFY within the next 20 years, the City needs to identify supply options to meet current and future water demands. Woodard & Curran evaluated the City's available water supply and reliability to project future water demands, as well as identified supply alternatives such as water conservation enhancement measures, recycled water, water exchanges, long term transfers, additional groundwater supplies, stormwater flows capture and recharge within the City and from Del Puerto Creek, and conjunctive use for long-term water supply management. Woodard & Curran assessed the availability and reliability of these various water sources using a supply model making recommendations for upgrades to the City's potable and non-potable system model to evaluate future system performance. Woodard & Curran

also performed groundwater recharge investigations to identify feasible and cost-effective means of enhancing groundwater sustainability and supply from the City wells.

City of Cloverdale, CA - 2015 Urban Water Management Plan. Project Manager for the City of Cloverdale's first Urban Water Management Plan (UWMP). Having just passed the minimum threshold for reporting, the Cloverdale's 2015 UWMP had not only meet the requirements of the 2015 UWMP Guidebook, but had to include the development of elements from the 2010 UWMP program, including establishing baseline per capita water use and 2015 and 2020 per capita water use targets. In addition, the project included development of a Water Shortage Contingency Plan for the City (a required plan element that the City did not have), and a drought contingency plan to be implemented should a 5th year of drought and water shortages follow the drought currently being experienced.

City of Pittsburg, CA - 2015 and 2010 Urban Water Management Plan. As Project Manager and Assistant Project Manager, led preparation of the supply analysis for inclusion in the 2010 Urban Water Management Plan, and provided overall quality control review of draft UWMP. Woodard & Curran worked with the City of Pittsburg to prepare its 2015 Urban Water Management Plan (UWMP). This updated plan meets the requirements set forth in the California's Department of Water Resources' (DWR's) 2015 UWMP Guidebook and updated the City's reporting process and per capita water use targets to reflect a Fiscal Year approach to data analysis instead of the calendar year approach previously used. During the last UWMP reporting period, Woodard & Curran worked with City of Pittsburg staff to prepare a 2010 UWMP update that met the requirements of DWR, including the new requirements of the 2009 Water Conservation Bill (SBx7-7) to develop a

plan to achieve a 20% reduction in per capita urban water use by 2020.

Town of Windsor, CA - 2010 Urban Water Management Plan. Project Engineer serving as Town representative in the development of regional and local demands for inclusion in the 2010 UWMP. The regional demand effort was led by Sonoma County Water Agency as the local wholesale supplier. Woodard & Curran programmatically managed multiple water resources projects for the Town of Windsor. Included under this contract was providing the Town with support and independent review of its 2010 UWMP.

Amador Water Agency (AWA), CA - Integrated Regional Water Management Plan. As Project Engineer, worked with a broad group of stakeholders (including water agencies, water district, county, irrigation district, and several local cities) in preparing an Integrated Regional Water Management Plan (IRWMP) for Amador County and the Mokelumne and Calaveras River watersheds. Prepared and developed consensus for IRWMP goals and objectives and project prioritization process and developed methodology for collection and management of project data.

Upper Mokelumne River Watershed Authority, CA - Integrated Regional Water Management Plan. As Project Manager, worked with a broad group of stakeholders (including water agencies, water district, county, irrigation district, and several local cities) in preparing an update to the Integrated Regional Water Management Plan (IRWMP) for the Amador County and the Mokelumne and Calaveras River watersheds. Developed and implemented outreach program, including participation by a Regional Participants Committee, in addition to revising regional boundaries, vision, goals and objectives and project prioritization process for updated IRWMP. Prepared climate change analysis sections for inclusion in the plan.



RENEE LANZA, PE

TECHNICAL LEAD

Professional Profile

Renee has over seven years of experience in water system and treatment process design, and assisting in the operations and management (O&M) of water treatment and wastewater treatment projects for clients in the municipal and private sectors. Projects include the design of distribution system upgrades, pump stations, and water treatment plant upgrades as well as associated environmental and design permitting. In addition, she has worked on a variety of other projects including lead and copper compliance, water audits, utility billing system selection, funding applications, CMMS upgrades, and water quality analysis.

Related Experience (

City of Lowell, MA – Risk and Resilience Assessment (RRA) in Compliance with America’s Water Infrastructure Act. Project Engineer responsible for the development of an RRA for the City that identifies potential risk in the utility’s infrastructure as well as proposes a list of prioritized projects to increase the resiliency of both physical assets and the process control and business enterprise systems.

City of Fall River, MA – Risk and Resilience Assessment (RRA) in Compliance with America’s Water Infrastructure Act. Project Engineer responsible for the development of an RRA and distribution system computer model for the City. The model identifies potential risk in the utility’s infrastructure as well as proposes a list of prioritized projects to increase the resiliency of both physical assets and the process control and business enterprise systems. The project administered a state grant program that provided 75% of the funding required for the first phase of AWIA compliance.

University of New Hampshire, Durham, NH – Water Treatment Plant Replacement. Project Engineer responsible for the design and construction administration of a new 2 MGD surface water treatment plant. The new water treatment plant is a conventional water treatment plant with rapid mix, flocculation, clarification utilizing plate settlers, multi-media filtration, and chlorination. The water treatment plant utilizes potassium permanganate chemical feed system for seasonal manganese control, orthophosphate for corrosion control, and fluoridation. Three residuals lagoons are onsite, with a recycle stream to the head of the water treatment plant. The residuals lagoons are zero liquid discharge. Project included three different source-waters, included both groundwater and surface water, and significant site constraints. Project is a design-build effort with Waterline Industries of Seabrook, New Hampshire. Construction commenced in July 2017, and the water treatment plant was brought online in March 2020. Construction is in-progress to complete portions of the administrative building and sitework.

City of O’Fallon, MO – Wells No. 3 & 4 Upgrades. Project Engineer responsible for the design and construction of replacement well treatment facilities at two different locations in the City of O’Fallon. Project includes the demolition of existing water treatment and aeration buildings and the construction of a new treatment building which includes

Education

- Masters, Civil/Environmental Engineering, Worcester Polytechnic Institute
- Bachelors, Environmental Engineering, Worcester Polytechnic Institute

Registrations

- Registered Professional Engineer - MA

Professional Associations

- New England Water Works Association (NEWWA)
 - American Water Works Association (AWWA)
 - American Society of Civil Engineers (ASCE)
 - Boston Society of Civil Engineers Section (BSCES)
-

three ion exchange vessels for softening, a forced draft aeration tower, and chlorine gas feed system for disinfection at both well sites. This project is currently in the construction phase and is anticipated to be completed in 2021.

Town of Topsfield, MA – Water Treatment Plant Owner’s Project Manager Services. Serving as Project Engineer, providing Owner’s Project Manager (OPM) services for the Town of Topsfield’s Water Treatment Plant project. The project includes upgrades to two of the Town’s wellfields, installation of approximately 9,000 linear feet of 8-inch and 12-inch raw water transmission main, and construction of a new 1.4 million gallon per day (MGD) water treatment facility consisting of pre-treatment chemical addition, aeration, greensand filtration, corrosion control, fluoridation, and disinfection. Assisted the Town with pre-design tasks including solicitation of proposals from design engineers, review and selection of the best qualified firm, negotiation of consulting fees, and execution of the engineer’s contract for design of the proposed facility. Performed design reviews of the treatment process and support disciplines, as well as value engineering and constructability reviews at various milestones. During construction, Woodard & Curran assisted the Town with monitoring of the contractor’s schedule, reviewing RFIs and proposed change orders, and performing periodic site visits for the purpose of ensuring compliance with the Contract Documents. The new water treatment plant has been in operation since March 2019.

City of Marlborough, MA – Millham Water Treatment Plant Upgrades. Engineer responsible for the design, bidding, and construction oversight of \$4.0 million in improvements to the Millham Water Treatment Plant, including new UV disinfection system, significant chemical feed system upgrades, filter rehabilita-

tion and significant process piping within the treatment plant. The project included a tight schedule to help meet an ACO related to LT2 requirements. The project is funded through the Massachusetts State Revolving Fund (SRF) Program.

Confidential Client – Water Treatment Plant Evaluation. Project Engineer responsible for the comprehensive assessment of client’s power generating station’s water treatment system. The assessment identified portions of the water treatment system that should be reviewed and addressed in a future treatment plant modifications design. The assessment looked at hydraulic requirements, water mass balance system review, discharge rates to the evaporative pond, and included recommendations for future process modifications. This project included significant coordination and discussion with the powering generating station’s treatment plant operations staff.

Confidential Client – Service Water and Demineralized Water System Water Quality Review. Project Engineer responsible for the review of water quality results obtained for the service water and demineralized water system. Water quality review included additional reverse osmosis projections with different feed water quality to evaluate options for the Stage I RO modifications.

City of Lowell, MA – Residuals Handling Facility. Engineer responsible for assistance with the design, bidding, and construction oversight of improvements to the residuals handling lagoons. Upgrades include new underdrain systems, pumps, and decanting structures. The project also included a pilot study to test the new underdrain design during the design phase.

Town of Manchester-by-the-Sea, MA – Water System Improvements. Project responsibilities included assistance with the design, bidding, and construction

oversight of \$1.4 million in improvements to the water main in a coastal community and upgrades to the Lincoln Street Well Pump Station. Upgrades at the Well were focused on increasing chlorine contact time before the first service connection. The project included wetlands permitting efforts associated with the coastal environment and environmental permits associated with the well. The project is funded through the Massachusetts State Revolving Fund (SRF) Program.

City of Lynn, MA – Lead Contamination Control Act (LCCA) Compliance Assistance. Project Engineer responsible for the development and implementation of a testing and remediation program for lead and copper in drinking water for 26 public schools in a community with a population of over 94,000 people for participation in MassDEP’s voluntary lead testing program. The testing and remediation program included the coordination of all testing, compilation of all results, and continued assistance with the City on the remediation of fixtures with goals of reducing child lead exposure in drinking water. This project was highlighted at the New England Water Works Association 2018 Spring Conference in Worcester, MA in April 2018 and was selected to be featured at the American Water Works Association’s 2019 Annual Conference and Exposition in Denver, CO in June 2019.

Confidential Client – New Hampshire Senate Bill 247 Lead Testing in Childcare Facilities Assistance. Project Engineer responsible for the development and implementation of testing program for lead in drinking water at a Child Care Center for compliance with New Hampshire Senate Bill 247. This bill requires all childcare facilities to test for lead at all location where water is available for consumption by children.



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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

(a) **Additional Named Insured Status**

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

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

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

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

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

(d) **Severability of Interest Clause**

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

(e) **Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WOODARD AND CURRAN, INC., OF SACRAMENTO, FOR CONSULTING SERVICES TO PREPARE WATER UTILITY RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

WHEREAS, the Environmental Protection Agency is now enforcing new regulations that require all community water systems that serve more than 3,300 persons to comply with the 2018 America’s Water Infrastructure Act (AWIA); and

WHEREAS, AWIA requires all water suppliers to develop a Risk and Resilience Assessment (RRA) that considers the risks to their water systems from malevolent acts, as well as natural hazards. It also requires water suppliers to develop or update their Emergency Response Plan (ERP); and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with Woodard and Curran, Inc., of Sacramento, for consulting services to prepare the Water Utility Risk and Resilience Assessment and Emergency Response Plan, in the amount of \$88,600.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Woodard and Curran, Inc., of Sacramento, California, for consulting services to prepare the Water Utility Risk and Resilience Assessment and Emergency Response Plan, in the amount of \$88,600; and

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

Dated: September 2, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020 by the following vote:

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

JENNIFER CUSMIR
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Terracon Consultants, Inc., of Lodi, for Construction Materials Testing and Inspection Services (\$150,000)

MEETING DATE: September 2, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Terracon Consultants, Inc., of Lodi, for construction materials testing and inspection services, in the amount of \$150,000.

BACKGROUND INFORMATION: The Public Works Engineering Division requires the services of materials testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects.

This Professional Services Agreement provides on-call support for construction materials testing and inspection services for City projects programmed for Fiscal Year 2020/21. These projects include 2020 Pavement Resurfacing Project, Alley Improvement Project Phase 8, Well 27 GAC Improvements Project, 2020 GrapeLine Bus Stop Improvements Project, and various other City projects.

This highly competent local firm has provided construction materials testing and inspection services on numerous City projects for many years. The agreement is based on a time-and-materials, not-to-exceed \$150,000 through June 30, 2021.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Terracon Consultants, Inc. of Lodi, for construction testing and inspection services, in the amount of \$150,000.

FISCAL IMPACT: Construction materials testing and inspection services are necessary to assure City projects are being constructed properly and perform as expected throughout their useful life. Funding for these services will be utilized from various funding sources appropriated on a project specific basis. The estimated cost to the General Fund is expected to be less than \$30,000.

FUNDING AVAILABLE: Funding is included in the proposed Fiscal Year 2020/21 Budget.

Andrew Keys
Deputy City Manager/Internal Services Director

A handwritten signature in blue ink, appearing to read "C. Swimley, Jr."

Charles E. Swimley, Jr.
Public Works Director

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

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TERRACON CONSULTANTS, INC., a Delaware corporation, qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for on-call construction materials testing and inspection services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2020 and terminates upon the completion of the Scope of Services or on June 30, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

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

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

Definitions:

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

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

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

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

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

Claim Resolution Process:

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

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

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

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

forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

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

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

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

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

Section 3.7 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Terracon Consultants, Inc.
902 Industrial Way
Lodi, CA 95240
Attn: Troy Schless

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR Is Not an Employee of CITY

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

require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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///
///

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

TERRACON CONSULTANTS, INC., a Delaware corporation

By: _____
jdm

By: 
Name: TROY M. SCHIESS
Title: PE, Sr. Associate, Dept. Manager

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

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

Doc ID:K:\WP\PROJECTS\PSA's\2020\Terracon PSA.doc

CA:Rev.02.2017



July 20, 2020
Proposal No. PNA201210

City of Lodi - Public Works Department
Attn: Mr. Lyman Chang
Deputy Public Works Director
PO Box 3006
Lodi, CA 95241
(209) 333-6706

Re: Proposal to Provide Construction Materials Testing and Inspection Services

Terracon is pleased to submit a proposal to provide materials testing and inspection services for the City of Lodi Various Projects 2020-2021 project located at various locations within the City of Lodi, California. We have extensive experience providing construction materials testing and inspection services.

The following table provides prevailing wage rates per California prevailing wage determinations.

Item	Description	Rate
Group 2 Wage Determination	ICC Certified Structural Inspector, CWI Welding Inspections	\$113.00/hr
Group 3 Wage Determination	Soils/Asphalt, Earthwork Grading	\$107.00/hr
Group 4 Wage Determination	ACI Concrete, Torque Testing	\$98.00/hr
TOTAL NOT TO EXCEED		\$150,000

Note: Inspections that are not subject to prevailing wages will be based on the attached Schedule of Services and Fees which provides non-prevailing wage rates. Services for individual projects will be as requested by the City. Total contract services not-to-exceed \$150,000.

We are confident that Terracon will provide the City of Lodi with a high level of service and look forward to working with you. Should you have any questions regarding the attached proposal, please contact me at (209) 367-3701 or email me at troy.schiess@terracon.com. Thank you for

Schiess,
Troy M.
your time and consideration.
DN: cn=Schiess, Troy M., ou=Legal
Mail User,
email=Troy.Schiess@terracon.com
Date: 2020.07.27 14:12:20 -0700

Troy M. Schiess, P.E.
Senior Associate
Department Manager

Attachment: 2020/2021 Schedule of Services and Fees

Terracon 902 Industrial Way Lodi, CA 95240
Main (209) 367-3701 Fax (209) 333-8303 Dispatch (209) 263-0600
terracon.com

Terracon

Schedule of Services and Fees Environmental, Geotechnical, Structural, and Materials Services

ENGINEERING SERVICES

Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	195.00/hr
Senior Engineer / Geologist / Scientist	175.00/hr
Project Engineer / Geologist/ Scientist	165.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ACI Technician (Epoxy and Sampling only)	88.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	94.00/hr
AC/Soils Inspector	92.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	108.00/hr
DSA Masonry Inspector	108.00/hr
CAD Designer	100.00/hr
CAD Drafter	88.00/hr
Accountant	95.00/hr
Administrative Assistant	65.00/hr

HOT MIX ASPHALT (HMA) SERVICES

HMA Placement Inspector	94.00/hr
HMA Density Process Control	94.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	94.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	94.00/hr
CTM125 Sample Hwy Material	94.00/hr
Quality Control Manager	165.00/hr
Quality Control Plan	500.00/ea

EXPLORATION

GEOPHYSICAL

Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	185.00/hr
Post Processing and Analysis	165.00/hr

Responsive Resourceful Reliable

2020 Fee Schedule



Schedule of Services and Fees (Continued)

DRILLING

Drilling/Sampling (D50/D90 Track mounted rigs, 2-person crew)	285.00/hr
Drilling/Sampling (D50/D90 Auger)	275.00/hr
Drilling/Sampling (D50/D90 Mud Rotary w/desander)	325.00/hr
Drilling/Sampling (D50/D90 Rock Coring)	Request Quote
Drilling/Sampling (CME75 Track mounted rigs, 2-person crew)	285.00/hr
Drilling/Sampling (CME75 Auger)	275.00/hr
Drilling/Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling/Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Ballers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-Ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 25%
Laboratory Analysis	Cost + 30%

GEOTECHNICAL SOILS AND AGGREGATES

<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea

Responsive Resourceful Reliable

2020 Fee Schedule
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Terracon

Schedule of Services and Fees (Continued)

LABORATORY SERVICES

Sieve Analysis Fine Agg.	(ASTM C136, AASHTO T27, CTM 202)	100.00/ea
Sieve Analysis Coarse Agg.	(ASTM C136, AASHTO T27, CTM 202)	85.00/ea
LA Abrasion	(ASTM C131, AASHTO T96, CTM 211)	250.00/ea
Sand Equivalent	(ASTM D4319, AASHTO T176, CTM 217)	140.00/ea
Determining % Crushed Particles	(ASTM D5821, AASHTO T335, CTM 205)	195.00/ea
Bulk Specific Gravity & Absorption – Coarse Agg.	(ASTM C127, AASHTO T85, CTM 206)	85.00/ea
Bulk Specific Gravity & Absorption - Fine Agg.	(ASTM C128, T84, CTM 207)	100.00/ea
Cleanness Value - Coarse Agg	(CTM 227)	165.00/ea
Durability Index – of Coarse and Fine Agg.	(ASTM D3744, AASHTO T210, CTM 229)	250.00/ea
Angularity of Fine Agg.	(ASTM C1252, AASHTO T304, CTM 234)	185.00/ea
Flat and Elongated Particles	(ASTM D4791, CTM 235)	200.00/ea
Moisture Content of Aggregate by Oven Drying	(ASTM C566, AASHTO T255, CTM 226)	40.00/ea
Sodium Sulfate Soundness <i>per size fraction</i>	(ASTM C88, AASHTO T104, CTM 214)	145.00/ea
Unit Wt. and Voids In Aggregate	(ASTM C29, AASHTO T19, CTM 212)	180.00/ea
Organic and Injurious Impurities	(ASTM C40, AASHTO T21, CTM 213)	75.00/ea
Percent Clay Lumps & Friable Particles	(ASTM C142, AASHTO T112)	165.00/ea
% Finer than #200 sieve in Agg. By washing	(ASTM C117, AASHTO T11, CTM 202)	65.00/ea
Caltrans Class II Aggregate Base Conformance Testing Suite	(Gradation, SE, Durability, R-Val, Compaction)	750.00/ea

SOILS

Atterberg Limits (wet prep. As rec'd)	(ASTM D4318, AASHTO T90, CTM 204)	125.00/ea
Atterberg Limits (dry prep. pulverize)	(ASTM D4318, AASHTO T90, CTM 204)	175.00/ea
Specific Gravity Determination	(ASTM D854, AASHTO T100, CTM 209)	90.00/ea
% Finer than #200 sieve In soil by Washing	(ASTM D1140)	80.00/ea
Mech Analysis of Soil by hydrometer (with sieve)	(ASTM D422, AASHTO T88, CTM)	325.00/ea
Mech Analysis of Soil by hydrometer (No sieve)	(ASTM D422, AASHTO T88, CTM)	230.00/ea
Maximum Dry Density Standard Proctor 4" Mold	(ASTM D698, AASHTO T99)	235.00/ea
Maximum Dry Density Standard Proctor 6" Mold	(ASTM D698, AASHTO T99)	245.00/ea
Maximum Dry Density Modified Proctor 4" mold	(ASTM D1557, AASHTO T180)	255.00/ea
Maximum Dry Density Modified Proctor 6" mold	(ASTM D1557, AASHTO T180)	265.00/ea
Relative Compaction, Untreated and Treated Soils	(CTM 216)	220.00/ea
R-Value Untreated Samples	(ASTM D2844, AASHTO T190, CTM 301)	375.00/ea
CTM 301 R-Value Treated Samples	(ASTM D2844, AASHTO T190, CTM 301)	375.00/ea
pH Test – Corrosivity	(ASTM D4792, AASHTO T289)	70.00/ea
pH Test – for lime determination	(ASTM D6276)	175.00/ea
Resistivity and pH of Soil and Water	(CTM 643)	200.00/ea
Swell Test (Expansion Index)	(ASTM D4829)	215.00/ea
Unconf. Comp. Strength of Lime treated Soil	(CTM 373)	300.00/ea
Unconf. Comp. Strength of Cement treated Soil	(ASTM D1633)	300.00/ea
Percent Lime/Cement Design, based on compressive strength (Includes Proctors, R-value, pH Lime Determination and Unconfined Compressive Strength)		4500.00/ea
Unconfined Compression of Undisturbed Soil	(ASTM D2166, AASHTO T208)	120.00/ea

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2020 Fee Schedule
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Terracon

Schedule of Services and Fees (Continued)

MASONRY BRICK/BLOCK/TILE/MORTAR/GROUT

Compression Tests Masonry Mortar & Grout: (Same price for untested "hold" specimens)

Compression Test 2"x2" Grout Cube	(ASTM C140)	37.00/ea
Compression Test 4"x8" Grout Cylinder	(ASTM C39)	37.00/ea
Compression 2"x4" Mortar Cylinder	(ASTM C39)	30.00/ea
Compression Test Cast Masonry Prism	(ASTM C1314)	195.00/ea
Compression test on Masonry Cores	(ASTM C39)	75.00/ea
Compression test on cut Masonry Coupons	(ASTM C140)	175.00/ea
Compression Test Masonry Standard Unit 8"x8"x16"	(ASTM C140)	145.00/ea
Masonry Lineal Shrinkage with Absorption	(ASTM C140)	260.00/ea
Masonry Shrinkage with Absorption and compression	(ASTM C140)	440.00/ea
Bond Shear Test Masonry Core 4" and 6" diam		145.00/ea
Mortar Bar Shrinkage Lineal	(ASTM C1148)	195.00/ea

CONCRETE

Concrete Mix Design Review		200.00/ea
Additional Concrete Mix Design (using same materials)		150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote	
Floor Flatness Testing		135.00/hr
Floor Flatness Report		450.00/ea
Unit Weight Fireproofing		50.00/ea
Compression Test Concrete Cylinders <i>(same price for untested "hold" specimens)</i>		28.00/ea
ASTM C78 Flexural Strength, Concrete Beams, 6"x6"x24		135.00/ea
Cylinder Molds (6"x12")		7.00/ea
ASTM C85 Cement Content of Hardened Portland Cement Concrete	Request Quote	
ASTM C157 Shrink Bar Testing (3 bars per set)		420.00/set
ASTM C42 Compression Tests on Core Specimens (Includes prep)		75.00/ea
Calcium Chloride Moisture Test Kit (Includes calculations)		80.00/ea

STEEL AWS/ASTM/ASME/ANSI/API

Structural Steel

Tensile & Bend Tests:

Reinforcement Steel Tensile & Bend <6		145.00/ea
Reinforcement Steel Tensile & Bend 6 to 9		175.00/ea
Reinforcement Steel No. 10 and larger		225.00/ea
High-strength Bolt (HSB), Nut & Washer Testing		250.00/ea bolt
Rockwell Hardness Test		70.00/ea
HSB Torque Wrench/Impact Wrench Calibration, Skidmore-Willhelm		320.00/ea
HSB Assembly Torque Determination, Skidmore-Willhelm		320.00/set

HOT MIX ASPHALT

Asphalt Binder Content (includes mix moisture determination by oven dry)

Ignition Furnace Calibration	(ASTM D6307, AASHTO T308, CTM 382)	400.00/ea
Asphalt Binder Content by Ignition	(ASTM D6307, AASHTO T308, CTM 382)	160.00/ea
Mechanical Analysis of Extracted Agg.	(ASTM D5444, AASHTO T30, CTM 202 App. A)	125.00/ea
Asphalt Binder Content by Solvent Ext.	(ASTM D2172)	195.00/ea

Responsive Resourceful Reliable

2020 Fee Schedule
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Terracon

Schedule of Services and Fees (Continued)

HOT MIX ASPHALT (cont.)

Specific Gravity (Spgr.) Testing

Theoretical Maximum Density (Rice)	(ASTM D2041, AASHTO T209, CTM 309)	165.00/ea
Bulk Spgr. Gravity of Compacted HMA (wax)	(AASHTO T275, CTM 308A)	35.00/ea
Bulk Spgr. Gravity of Compacted HMA (SSD)	(ASTM D2726, AASHTO T166, CTM 308C)	40.00/ea
Bulk Spgr. Field core specimens	(All Methods)	45.00/ea

HMA Testing by HVEEM Methods

Stability "S"-Value	(ASTM D1560, AASHTO T246, CTM 366)	325.00/ea
Test Maximum Density	(CTM 375, 5.D)	330.00/ea
Stability and Air Voids Determination (Includes S-Value, Rice, Bulk spgr wax (3), and report)		550.00/ea
Full Hveem Mix Design		Request Quote

HMA Testing by Marshall Methods

Stability and Flow	(ASTM D6927, AASHTO T245)	300.00/ea
Stability, Flow and Air Voids Determination (Includes Stability & Flow, Rice, Bulk spgr SSD (3), and report)		525.00/ea
Full Marshall Mix Design		Request Quote

HMA Testing by Superpave Gyrotory Methods

Compaction of Gyrotory Specimens	(ASTM D6925, AASHTO T312)	Dense Grade Mix	70.00/ea
		Gap Grade Rubber	100.00/ea
Mix Air Voids Determination (VA) (Includes Compaction & Bulks (3), Rice, and report)		Dense Grade Mix	375.00/ea
		Gap Grade Rubber	465.00/ea
Mix Volumetrics Report (AV, VMA, VFA, DP) (Includes all Mix and Agg testing requirements)		Dense Grade Mix (w/RAP)	950.00/ea
		Dense Grade (no RAP)	785.00/ea
		Gap Grade Rubber	875.00/ea
Hamburg Wheel Tracker Test (HWT)	(AASHTO T324)	Dense Grade Mix	1000.00/ea
		Gap Grade Rubber	1250.00/ea
Moisture Induced Damage (TSR)	(ASTM D4867, AASHTO T283)	Dense Grade Mix	1000.00/ea
		Gap Grade Rubber	1250.00/ea
Production Startup Evaluation per Caltrans Section 39 (Includes all Mix Volumetrics, TSR, HWT, Agg Qualities, report)		Dense Grade Mix (w/RAP)	3560.00/ea
		Dense Grade (no RAP)	3415.00/ea
		Gap Grade Rubber	3865.00/ea

Prices will be adjusted for tests excluded at clients written request

Full Superpave Mix Design **Request Quote**

MISCELLANEOUS

Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
PM/PE Review/Admin Support (per report)	90.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD - Prints	10.00/sheet

Responsive Resourceful Reliable

2020 Fee Schedule
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NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions:

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

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

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

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

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

(h) Verification of Coverage

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

(i) Self-Insured Retentions

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

(j) Insurance Limits

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

(k) Subcontractors

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

(l) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Signature: Janice D. Magdich
Janice D. Magdich (Aug 25, 2020 10:41 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., OF LODI, FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

=====

WHEREAS, the Public Works Engineering Division requires the services of materials testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects; and

WHEREAS, the Professional Services Agreement provides on-call support for construction materials testing and inspection services for City projects programmed for Fiscal Year 2020/21; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with Terracon Consultants, Inc., of Lodi, for construction testing and inspection services, in an amount not to exceed \$150,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Terracon Consultants, Inc., of Lodi, California, for construction testing and inspection services, in an amount not to exceed \$150,000; and

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

Dated: September 2, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020 by the following vote:

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

JENNIFER CUSMIR
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2020 Downtown Concrete Cleaning

MEETING DATE: September 2, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2020 Downtown Concrete Cleaning.

BACKGROUND INFORMATION: In 1998, the City's Central City Revitalization Improvement Project installed yellow colored concrete on School Street, from Lodi Avenue to Locust Street. As part of the maintenance, the colored concrete needs to be cleaned periodically. Council has directed Staff to have this service performed on an annual basis.

This project removed debris and pressure washed the yellow concrete bands, and spot cleaned the paver areas along School Street, between Lodi Avenue and Locust Street. The project also included the large concrete "sun" feature located in Elm Street, between School Street and Sacramento Street. The work was done at night in order to minimize business interruptions.

The project was awarded to Sure Clean, Inc., of Cool, in the amount of \$21,495. The contract has been completed in substantial conformance with the specifications approved by City Council and was completed within the original contract amount and schedule. Photos of completed work are shown in Exhibit A. It's also worth noting that due to the age of the concrete, it often appears dirty even though it is clean. This is due to the top layer of the concrete being worn off and the small rocks that are inside of the concrete mix being visible. A photo of new and old concrete is included for comparison, also shown in Exhibit A.

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

FISCAL IMPACT: There is no long-term fiscal impact associated with this project.

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

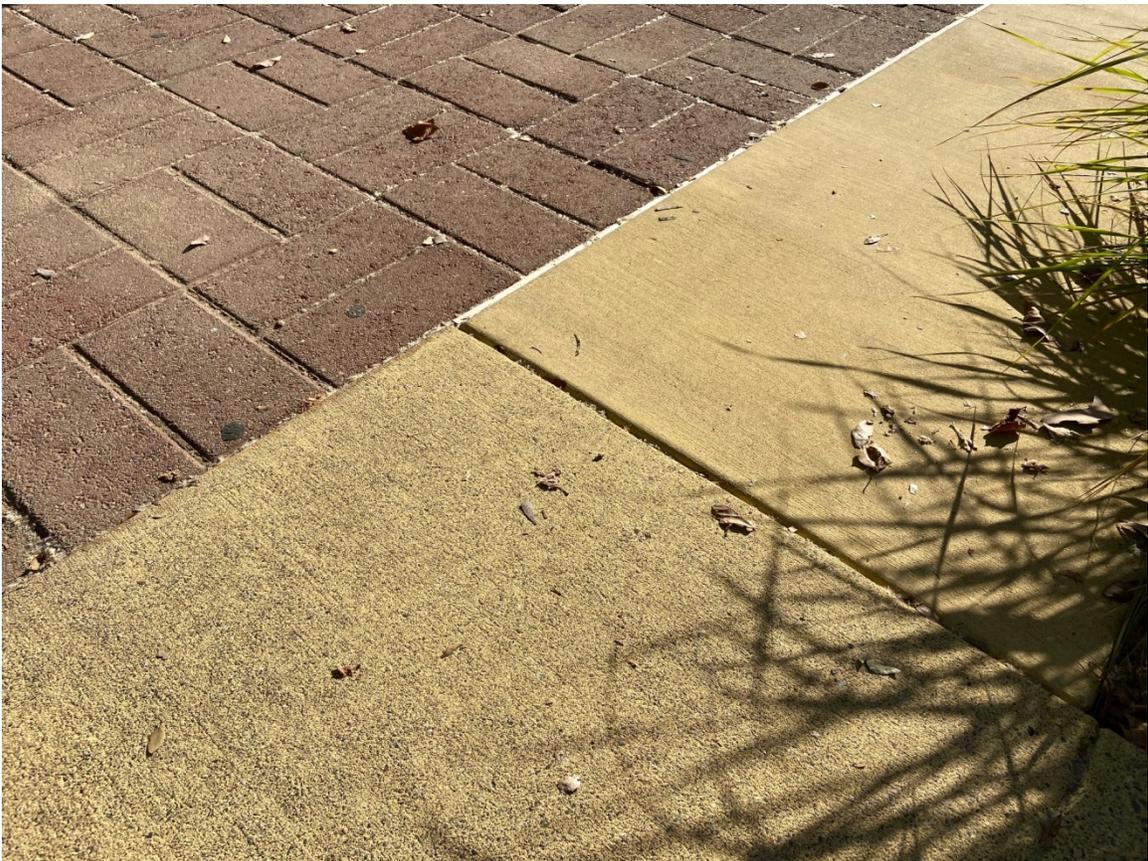
Charles E. Swimley, Jr.
Public Works Director

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

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A





Original yellow concrete on the left, newer (2-year old) concrete on the right (both are clean)



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Well 3R Rehabilitation Project

MEETING DATE: September 2, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Well 3R Rehabilitation Project.

BACKGROUND INFORMATION: Well 3R is located at 144 South Rose Street (southwest corner of Hutchins Street Square site) and was constructed in 1993. The well has a submersible pump and motor and produces about 850 gallons per minute of ground water into the City's municipal water system. This water well is used to supplement peak-hour water demand and fire flow capacity in the downtown area.

This project consisted of performing video inspection of the water well, cleaning the well casing, furnishing and replacing the submersible pump and motor, the discharge column, and other incidental and related work, as shown on the plans and specifications for the project.

The contract was awarded to Zim Industries, Inc., of Fresno, in the amount of \$167,450, on December 18, 2019 and has been completed in substantial conformance with the plans and specifications approved by City Council on October 2, 2019.

The final contract price was \$177,541.80. The difference between the original contract amount and the final contract price is due to two contract change orders. Change Order No. 1 (\$8,100) included repairing a hole in the well casing, which was discovered during the video inspection. Change Order No. 2 (\$1,992) included installation of a City-required check valve in the well casing to provide extra protection to the newly installed submersible pump and motor. The contractor provided a two-year warranty bond for the pump equipment as specified for the project.

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

FISCAL IMPACT: The project will decrease maintenance and operating costs of the water well due to the new pump equipment and clean well screen.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: This project was funded by Water Capital Fund.



Charles E. Swimley, Jr.
Public Works Director

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

cc: City Engineer
Utilities Manager
Public Works Management Analyst
Zim Industries, Inc.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing the Lodi Police Department to Participate in the Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety Further Authorizing the City Manager to Execute the Grant Documents on Behalf of the City of Lodi and Appropriate Funds (\$112,500)

MEETING DATE: September 2, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the Lodi Police Department to participate in the Selective Traffic Enforcement Program Grant funded by the Office of Traffic Safety further authorizing the City Manager to execute the grant documents on behalf of the City of Lodi and appropriate funds in the amount of \$112,500.

BACKGROUND INFORMATION: Lodi has a significant problem with alcohol and speed-related fatal and injury collisions, including those involving pedestrians, bicyclists, hit-and-run drivers, and motorcyclists.

With grant funding, the Lodi Police Department deploys existing officers on weekend and holiday evenings for DUI saturation enforcement and will conduct six DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Lodi Police Department will conduct driver's license checkpoints at all DUI checkpoints. This year's grant also includes funding to replace one of the department's aging radar trailers.

By adopting this resolution, the Lodi Police Department will receive \$112,500 in grant funding from the Office of Traffic Safety (OTS) to implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factor is driving under the influence (DUI) or speed. The project will strive to reduce motorcycle involved fatal and injury collisions, and bicycle/pedestrian involved collisions.

With Council approval, the City of Lodi and State of California OTS will enter into an agreement that provides \$112,500 to the City to fund enhanced enforcement, grant-required training, and the purchase of related materials. Staff further requests authorization for the City Manager to execute the grant documents on behalf of the City of Lodi.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing the Lodi Police Department to Participate in the Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety and Further Authorizing the City Manager to Execute the Grant Documents on Behalf of the City of Lodi and Appropriate Funds (\$112,500)

September 2, 2020

Page Two

FISCAL IMPACT: Funds in the amount of \$112,500 be appropriated as follows:

OTS Grant	\$ 112,500	21400000.56401	Revenue
OTS Grant Overtime	\$ 96,000	21499000.71002	Expense
OTS Grant Medicare	\$ 1,392	21499000.71015	Expense
OTS Safety Equipment	\$ 10,000	21499000.72306	Expense
OTS Grant Special Department Materials	\$ 5,108	21499000.72352	Expense

FUNDING AVAILABLE: Not applicable.

Andrew Keys
Deputy City Manager/Internal Services Director

Sierra Brucia
Chief of Police

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
LODI POLICE DEPARTMENT TO PARTICIPATE IN THE SELECTIVE
TRAFFIC ENFORCEMENT PROGRAM GRANT FUNDED BY THE
OFFICE OF TRAFFIC SAFETY; AUTHORIZING THE CITY MANAGER
TO EXECUTE THE GRANT DOCUMENTS ON BEHALF OF THE CITY;
AND FURTHER APPROPRIATING FUNDS

WHEREAS, by Council adoption of this Resolution, the Police Department will receive grant funding from the Officer of Traffic Safety (OTS) to implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factor is driving under the influence (DUI) or speed. The project will reduce motorcycle-involved fatal and injury collisions and bicycle/pedestrian-involved collisions; and

WHEREAS, the Police Department deploys existing officers on weekend and holiday evenings for DUI saturation enforcement and will conduct six DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Police Department will conduct driver’s license checkpoints at all DUI checkpoints; and

WHEREAS, with Council approval, the City of Lodi and State of California OTS will enter into an agreement that provides \$112,500 to the City to fund enhanced enforcement, grant required training, and the purchase of related materials and equipment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Lodi Police Department to participate in a selective traffic enforcement program grant funded by the Office of Traffic Safety; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the grant documents on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that funds in the amount of \$60,417 be appropriated for the grant as follows:

OTS Grant	\$ 112,500	21400000.56401	Revenue
OTS Grant Overtime	\$ 96,000	21499000.71002	Expense
OTS Grant Medicare	\$ 1,392	21499000.71015	Expense
OTS Safety Equipment	\$ 10,000	21499000.72306	Expense
OTS Grant Special Department Materials	\$ 5,108	21499000.72352	Expense

Date: September 2, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 2, 2020, by the following vote:

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

JENNIFER CUSMIR
City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution Authorizing the City Manager to Submit Two Homeless, Housing Assistance, Prevention Program (HHAP) Grant Applications and to Enter into Agreements with the San Joaquin Continuum of Care and San Joaquin County for HHAP Grants (Approximately \$2,500,000).

MEETING DATE: September 2, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to submit two Homeless, Housing Assistance, Prevention Program (HHAP) grant applications and to enter into agreements with the San Joaquin Continuum of Care (SJCOC) and San Joaquin County for HHAP grants (Approximately \$2,500,000).

BACKGROUND INFORMATION: The State of California Homeless Coordinating and Financing Council (HCFC), and the Business, Consumer Services and Housing Agency (BCSH) has made available approximately \$650 million in HHAP funding. The HHAP program was established under Assembly Bill 101 (Chapter 159, Statutes of 2019) and, signed into law by Governor Gavin Newsom on July 31, 2019. HHAP is a one-time block grant program designed to support the regional coordination and expansion of development to increase local jurisdictions' capacity to address immediate homeless challenges throughout the State. Spending must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families maintain their permanent housing. A key requirement of the HHAP program includes coordination between funded jurisdictions to identify their share of the regional need to address homelessness, and how the requested funds will help meet the jurisdiction's share of that need. The intent of the HHAP program funds is solely to expand or increase services and housing capacity for homeless individuals.

The Multi-Jurisdictional Agencies (SJCOC, City of Stockton, and San Joaquin County) have received a combined allocation of HHAP funds of \$12,430,905. These entities are collaboratively making those funds available to community organizations and jurisdictions, such as the City of Lodi, through a joint local Notice of Funding Availability (NOFA) process to allocate funds to programs and projects that reduce homelessness and increase permanent housing opportunities for homeless households and those at risk of homelessness across San Joaquin County. The Multi-Jurisdiction Agencies released the NOFA on August 3 with an application deadline of September 10, 2020.

City staff intends to apply for two (2) separate applications within the Multi-Jurisdictional Agencies HHAP grants for a total amount of approximately \$2.5 million. (1) One project will focus on the construction and operations of the Tiny Homes Project in the amount of approximately \$777,000, and the second (2) grant will focus on the construction and operational costs of a new Navigation Center in the amount of approximately \$1,700,000. Both applications support HHAP goals of expanding

APPROVED: _____
Stephen Schwabauer, City Manager

services and housing for homeless individuals or those at risk, within San Joaquin County, which includes the City of Lodi.

Projects proposing to use HHAP funding must also help local governments achieve the following goals and objectives, as outlined in the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (Strategic Plan):

Goal 1: Establish A Coordinated and Engaged Regional System of Care

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing Solutions

The City's proposed HHAP grant activities meet these Strategic Plan goals. In particular, the City's proposed Navigation Center meets Goal 2. In July and August, City Council approved grant applications to Local Early Action Planning (LEAP) and Permanent Local Housing Allocation (PLHA) grant programs for the predevelopment, construction, and operations of a housing and support services for homeless individuals and those at-risk of homelessness. Additionally, City staff applied for Emergency Services Grant COVID (ESG -CV) for a temporary facility that would address the urgent need of housing and services to homeless person for the prevention of Covid. Combined, and if funded, these grant resources could support the development of a new Navigation Center. The proposed Navigation Center is in its earliest stages of pre-planning and City staff is preparing a community engagement process to share more information on preliminary concepts with the public and to gather community feedback.

Second, the Tiny Homes project meets Goal 3. In May 2019, City Council accepted \$1,250,000 in Homeless Emergency Aid Program (HEAP) grant funds for the development of approximately five tiny homes. Residents will receive supportive services including housing vouchers to supplement their income. Initial cost estimates have since increased and the potential site may accommodate additional units. Once the final site location is selected for the project, staff anticipates that HEAP dollars will only cover part of the project costs; and HHAP dollars will be used to cover the additional funds plus additional units.

The City of Lodi, along with many cities in California, began facing a homeless crisis in 2017. The City's unsheltered homeless population grew to 139 individuals in 2019, as measured by the County's Point-In-Time Count, although local social service providers projected that the real number could be up to 100 more. In response to this crisis, the Lodi Committee on Homelessness (LCOH) mobilized to find resources and greater collaboration among social services agencies. Additionally, the City of Lodi Police Department created a new Homeless Liaison Officer position to provide street outreach to find housing and services for the unsheltered homeless population in Lodi. While this program experienced success in assisting more than 100 unsheltered homeless persons to find resources and housing, severely chronically homeless individuals still face obstacles and need solutions that go beyond the resources provided in the City's program. The LCOH, in collaboration with several experienced local and regional homeless professionals, identified that a navigation center with supportive services would be critical to assisting the City's unsheltered homeless population. Supportive services would include but not be limited to: case management, physical health, mental health, food, personal care, housing, and job training and placement. Moreover, to assist those recently homeless or at-risk of homeless to avoid becoming homeless, the City needs more affordable permanent supportive housing options, such as the Tiny Homes project.

Considering the above, City staff intends to pursue HHAP grant funding for approximately \$2,500,000, for increasing services and housing capacity for the homeless or those at risk of homelessness through the proposed Navigation Center and Tiny Homes projects.

Staff is requesting that City Council approve a resolution for submittal to the HHAP grant program, and subsequently, if awarded, to enter into agreements with the Multi-Jurisdictional Agencies for implementation of the grant.

FISCAL IMPACT: There is no fiscal impact for consideration of adoption of the Resolution. The City is eligible to receive an estimated \$2,500,000 to support construction, personnel, and/or operating costs of a navigation center and tiny homes project in Lodi. There is no obligated City match for this grant program.

FUNDING AVAILABLE: All funds will come from the grant proceeds.

Andrew Keys, Deputy City Manager/Internal Services Director

John R. Della Monica, Jr.
Community Development Director

Attachments:
Resolution

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT TWO HOMELESS, HOUSING ASSISTANCE AND PREVENTION PROGRAM (HHAP) GRANT APPLICATIONS AND TO ENTER INTO AGREEMENTS WITH THE SAN JOAQUIN CONTINUUM OF CARE AND SAN JOAQUIN COUNTY FOR HHAP GRANTS

WHEREAS, the State of California Homeless Coordinating and Financing Council (HCFC), and the Business, Consumer Services and Housing Agency (BCSH) has made available approximately \$650 million in Homeless, Housing Assistance and Prevention Program (HHAP) funding. The HHAP program was established under Assembly Bill 101 (Chapter 159, Statutes of 2019) and, signed into law by Governor Gavin Newsom on July 31, 2019; and

WHEREAS, the Multi-Jurisdictional Agencies of San Joaquin Continuum of Care (SJCOC), City of Stockton, and San Joaquin County have received a combined allocation of HHAP funds of \$12,430,905; and

WHEREAS, the allocation for San Joaquin County is \$2,871,309 for serving residents living within San Joaquin County; \$6,460,265 is available for the City of Stockton for projects located within the City of Stockton; and \$3,099,331 is available from the San Joaquin Continuum of Care for projects that serve residents living within San Joaquin County, including the City of Stockton; and

WHEREAS, the Multi-Jurisdictional Agencies (San Joaquin Continuum of Care, City of Stockton, and San Joaquin County) issued a Notice of Funding Availability (NOFA) dated August 3, 2020, for HHAP funds and due September 10, 2020; and

WHEREAS, the City of Lodi (Applicant) is an eligible local government that can apply for the program to administer one or more eligible activities; and

WHEREAS, the City of Lodi will apply for two separate applications in the estimated total amount of \$2,500,000 for construction, personnel, and/or operating costs for a proposed navigation center and tiny homes project; and

WHEREAS, funds must be obligated by May 31, 2023 and fully expended by June 30, 2025; and

WHEREAS, the Multi-Jurisdictional Agencies may approve funding allocations for the HHAP Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Multi-Jurisdictional agency and HHAP grant recipients; and

WHEREAS, if awarded, the City will enter into agreements with the Multi-Jurisdictional Agencies for implementation of its HHAP grant applications.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that:

1. The Lodi City Council does hereby authorize the City Manager to submit HHAP grant applications to the Multi-Jurisdictional Agencies, and specifically to San Joaquin Continuum of Care and San Joaquin County for allocation of funds; and
2. If Multi-Jurisdictional Agencies award Applicant with funds pursuant to the above-referenced HHAP NOFA, the Lodi City Council authorizes Stephen Schwabauer,

City Manager, to enter into agreements with the Multi-Jurisdictional Agencies, including executing the HHAP Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the HHAP Program or the HHAP grant awarded to the Applicant; and

3. Upon execution of agreements, the Lodi City Council represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable State and federal statutes, rules, regulations and laws, including without limitation all rules and laws regarding the HHAP Program, as well as any and all related HHAP contracts or Standard Agreement the Applicant may have with the Multi-Jurisdictional agencies.

Dated: September 2, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020, by the following vote:

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

JENNIFER CUSMIR
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize the Mayor, on Behalf of the City Council to Send a Letter of Support For the Coalition to Support Local Recovery and the League of California Cities (LOCC) COVID-19 Recovery Efforts

MEETING DATE: September 2, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Authorize the Mayor, on behalf of the City Council to send a letter of support for the Coalition to Support Local Recovery and the League of California Cities (LOCC) COVID-19 recovery efforts.

BACKGROUND INFORMATION: On March 27, 2020 the Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law providing over \$2 trillion in economic relief and assistance to cities, states, tribal communities, companies and individuals and on May 15, 2020, the U.S. House of Representatives passed the Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act which would provide direct and flexible federal assistance for all California cities to protect local jobs and core services.

On the Senate side, U.S. Senators Bob Menendez (D-NJ) and Bill Cassidy, M.D. (R-LA) formally introduced the bipartisan State and Municipal Assistance for Recovery and Transition (SMART) Act. This legislation aims to deliver critical, federal relief and funding to cities, towns, and villages on the frontlines of America's response to and recovery from COVID-19 by establishing a \$500 billion fund to help local governments address the impact of COVID-19.

Cities throughout California and the nation are facing severe revenue shortfalls as a result of the COVID-19 pandemic. Revenue shortfalls may impact core city services, and for many cities, it already has. According to the LOCC website, cities face a \$7 billion revenue shortfall over the next two years due to the pandemic and response. An LOCC data analysis shows that this shortfall grows by billions of dollars as modified stay-at-home orders extend into the summer months. For many cities, this means fewer firefighters and police officers to answer emergency calls, delayed repairs to streets and roads, reduced garbage pickup frequency, and limited hours of operation for parks and senior centers. With drastically reduced revenues, many cities will no longer be able to fund programs that support businesses and local economic development projects.

The LOCC is organizing a coalition to effectively lobby officials at the federal and state level over the next couple of months to ensure local governments receive much-needed recovery funds. As part of the Coalition's campaign, the LOCC is currently encouraging cities to send a letter to the Governor with information regarding the needs of cities for relief in response to COVID-19. A sample letter of what is currently proposed is provided as Attachment 1.

APPROVED: _____
Stephen Schwabauer, City Manager

The Support Local Recovery Coalition goals include:

- State Government: Secure \$7 billion in direct and flexible funding to support critical local services and secure CARES Act funding for all cities for COVID-19-related expenditures.
- Federal Government: Secure \$500 billion in direct and flexible funding for all cities nationwide to support critical local services.

As reflected in the estimates, there is a significant amount of money at stake for our City in the bills being contemplated by Congress. Once a package is approved by Congress, it appears the Governor will allocate funds to California cities.

For the reasons stated above and in the attached draft correspondence, it is recommended that the City Council authorize the execution and delivery of the proposed correspondence.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

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

JENNIFER CUSMIR
City Clerk

JANICE D. MAGDICH
City Attorney

September 2, 2020

Honorable Gavin
Newsom Governor,
State of California
State Capitol
Sacramento, CA 95814
VIA E-mail: ExternalAffairs@gov.ca.gov

Dear Governor Newsom:

The City of Lodi thanks you for your leadership and efforts to protect and support Californians during this unprecedented public health crisis. Cities remain on the front line helping residents stay safe and in their homes, delivering emergency services, and supporting local businesses and community organizations. However, as emergency costs continue to grow, city revenues to fund local services are plummeting. COVID-19 is having devastating impacts on city budgets and services statewide.

Based on the League of California Cities analysis, California cities are projecting a nearly **\$7 billion general revenue shortfall** over the next two fiscal years. This shortfall will grow by billions of dollars if stay-at-home orders to protect public health extend into the summer months and beyond.

These shortfalls have already impacted our core City services, including police, fire service, library parks and recreation, emergency management, and have required the City to not fill vacant positions, issue lay-offs and furloughs, which will further impact core City services for residents.

Since the beginning of the COVID-19 crisis, the City of Lodi has stepped up to protect and serve our community. The City has partnered with the school district and hospital to get issue safety messaging. We have implemented the Great Plates Program to feed our vulnerable seniors. We have opened up free public spaces for businesses to operate consistent with safety requirements. We issued free permits and inspections to meet business need to safety requirements. We implemented a plan to install homeless hygiene stations to prevent spread in the homeless community. We ceased all late utility fees and shutoffs for non-payment, we also issued over 3 million dollars in utility credits to assist our businesses, and residents keep their power on all while securing the vast quantity of PPE to continue to serve our residents. The necessary measures our city has taken are costly. In order to continue to be a full partner with the state in saving lives, protecting our communities, and ultimately recovering from this crisis, **we need your help.**

The City of Lodi has joined the Support Local Recovery coalition and we are calling on you to immediately support the following actions:

- Provide **\$7 billion in direct and flexible state funding** to support critical local services and allocate CARES Act funding for all cities for COVID-19-related expenditures.
- Advocate to secure **\$500 billion in direct and flexible funding from the federal government** for all cities nationwide to support critical local services.

The City of Lodi appreciates your consideration of our requests and look forward to further discussing in the coming days how together we can continue to best protect Californians and reopen our economy. Thank you again for your leadership and partnership during these uncertain times.

Sincerely,

Doug Kuehne
Mayor
City of Lodi

Cc: Senator Cathleen Galgiani
Assembly Member Jim Cooper
Bismarck Obando, League of California Cities, SupportLocalRecovery@cacities.org



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Authorize the Mayor, on Behalf of the City Council, to Send a Letter Urging Congress to Support \$500 Billion in Direct Flexible Federal Assistance to Local Governments to Sustain Core Services for Residents and Support Public Health and Economic Recovery

MEETING DATE: September 2, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Authorize the Mayor, on behalf of the City Council, to send a letter urging Congress to support \$500 billion in direct flexible federal assistance to local governments to sustain core services for residents and support public health and economic recovery.

BACKGROUND INFORMATION: On Monday, July 27, 2020, Senate Majority Leader Mitch McConnell (R-KY) introduced the HEALS Act in the U.S. Senate.

According to Senator McConnell the pillars of the HEALS Act are economic assistance, liability protection, and schools. Additionally, Senator Chuck Grassley (R-IA) stated that this proposal will provide greater flexibility in how states can use their monies from the Coronavirus Relief Fund (CRF), including backfilling lost revenue. Specifically, CRF funds can be used to cover a revenue shortfall if the state government has distributed 25 percent of the money downstream – for example, from a state to a city. Additionally, a government may only use 25 percent of allocated money to back fill lost revenue. While this is accurate, it is important to note that the HEALS Act does not contain any additional funds for states or local governments.

The National League of Cities (NLC) has advocated and continues to lobby for direct aid to cities. Moreover, the NLC has reiterated in a letter to Treasury Secretary Steven Mnuchin that flexibility alone is insufficient.

The League of California Cities is requesting cities throughout the state contact their Senators and Congressional Representative asking that they support the inclusion of funding for local governments. Attached is a draft of the proposed letter, which will be mailed to the following:

- U.S. Senator Diane Feinstein
- U.S. Senator Kamala Harris
- U.S. Representative Jerry McNerney

For the reasons stated above and in the attached draft correspondence, it is recommended that the City Council authorize the execution and delivery of the proposed correspondence.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL

DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
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STEPHEN SCHWABAUER
City Manager

JENNIFER CUSMIR
City Clerk

JANICE D. MAGDICH
City Attorney

August 31, 2020

The Honorable <<FIRST NAME>> <<LAST NAME>>
<<CONGRESSMEMBER OR SENATOR>>
<<ADDRESS>>
Washington, D.C. 2005

Dear Congressman <<FIRST NAME>> <<LAST NAME>>,

On behalf of the City of Lodi, I urge you to support \$500 billion in direct and flexible federal assistance to local governments of all sizes to sustain core services for our residents and to support public health and economic recovery in our communities.

The COVID-19 pandemic has impacted municipal budgets across the country in ways that local governments could not have foreseen. Serving on the front lines of fighting this pandemic, California cities have stepped up by enacting emergency orders, setting up testing, protecting residents, supporting vulnerable populations, and helping Main Street businesses stay afloat. These actions have saved lives, but they have come at a cost. This unprecedented and multifaceted COVID-19 response, including the shutdown of our local economies, has left California cities facing a nearly \$7 billion revenue shortfall over the next two years. This shortfall continues to grow by billions of dollars as modified stay-at-home orders have extended into the summer months. At the same time, California cities have incurred significant unplanned expenditures.

Without significant new federal resources to offset expenses and address revenue shortfalls due to COVID-19, cities, who are required to balance their budgets every year, have no choice but to reduce or eliminate critical public services that our residents rely upon and layoff city employees. In a recent survey by the League of California Cities, ninety percent of cities say they will have to cut staff or decrease city services to residents, and nearly seventy-five percent of cities report they may have to take both actions.

Cities need Congress to deliver this assistance with no minimum population threshold determining eligibility for funding to all of our communities now. We cannot afford to wait. The funding provided through the CARES Act was not enough to ensure that all local governments have the resources to stabilize local budgets and continue delivering local services, fighting this pandemic and supporting local recovery.

Since the beginning of the COVID-19 crisis, the City of Lodi has stepped up to protect and serve our community. The City has partnered with the school district and hospital to get issue safety messaging. We have implemented the Great Plates Program to feed our vulnerable seniors. We have opened up free public spaces for businesses to operate consistent with safety requirements. We issued free permits and inspections to meet business need to safety requirements. We implemented a plan to install homeless hygiene stations to prevent spread in

the homeless community. We ceased all late utility fees and shutoffs for non-payment, we also issued over 3 million dollars in utility credits to assist our businesses, and residents keep their power on all while securing the vast quantity of PPE to continue to serve our residents. The necessary measures our city has taken are costly. In order to continue to be a full partner with the state in saving lives, protecting our communities, and ultimately recovering from this crisis, **we need your help.**

Cities are the economic engines of our state and the backbone of this nation. Recovery from this unprecedented crisis will only be realized at the local level with strong support from the federal government. We implore you to provide this assistance to our cities, so that we can continue to be your strong partner in California.

If you have any questions, please contact me at 209-747-5583.

Sincerely,

Doug Kuehne
Mayor, City of Lodi

CC: The Honorable Mitch McConnell, Majority Leader, U.S. Senate:
katelyn_bunning@mcconnell.senate.gov, Stefanie_Muchow@mcconnell.senate.gov,
Scott_Raab@mcconnell.senate.gov, Sharon_Soderstrom@mcconnell.senate.gov

The Honorable Chuck Schumer, Minority Leader, U.S. Senate:
mike_lynch@schumer.senate.gov, erin_sager@schumer.senate.gov,
meghan_taira@schumer.senate.gov

The Honorable Nancy Pelosi, Speaker of the House, U.S. House of Representatives:
dan.bernal@mail.house.gov, Diane.Dewhirst@mail.house.gov,
robert.edmonson@mail.house.gov, Drew.Hammill@mail.house.gov,
George.Kundanis@mail.house.gov, Terri.McCullough@mail.house.gov,

The Honorable Kevin McCarthy, Minority Leader, U.S. House of Representatives:
will.dunham@mail.house.gov, robin.lake-foster@mail.house.gov,
kyle.lombardi@mail.house.gov, daniel.meyer@mail.house.gov,
james.min@mail.house.gov,

League of California Cities: SupportLocalRecovery@cacities.org



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Roll Forward the Remaining Appropriation to Fiscal Year 2021 for the Outfitting of Engine 2034 (\$40,000)

MEETING DATE: September 2, 2020

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt Resolution Authorizing the City Manager to Roll Forward the Remaining Appropriation to Fiscal Year 2021 for the Outfitting of Engine 2034 (\$40,000)

BACKGROUND INFORMATION: The purchase and outfitting of a new fire engine was adopted as part of the fiscal year 2020 budget (\$650,000 new engine/\$100,000 outfitting). This new engine will be placed on the front line and will be replacing the current Engine 2034.

Due to COVID-19, there were delays in the manufacturing of the engine and it did not arrive in California until the end of June. This caused delays in making purchases related to the outfitting of the new engine. The unspent balance of the appropriation for the outfitting of the engine is \$40,000.

Staff recommends authorizing the City Manager to roll forward the remaining appropriation in the amount of \$40,000 into fiscal year 2021 to complete the outfitting of Engine 2034.

FISCAL IMPACT: Roll remaining \$40,000 appropriation to FY 2021

FUNDING AVAILABLE: Fund 644-Fire Vehicle Replacement

Andrew Keys, Deputy City Manager/Internal Services Director

Gene Stoddart, Fire Chief

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2020-_____

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO ROLL FORWARD THE REMAINING APPROPRIATION TO FISCAL YEAR 2021 FOR THE OUTFITTING OF THE NEW ENGINE 2034

=====

WHEREAS, the City of Lodi is a public agency located in the County of San Joaquin, State of California; and

WHEREAS, the purchase and outfitting of a new fire engine was adopted as part of the Fiscal Year 2020 budget (\$650,000 new engine/\$100,000 outfitting); and

WHEREAS, this new engine will be placed on the front line and will be replacing the current Engine 2034; and

WHEREAS, due to COVID-19, there were delays in the manufacturing of the engine and it did not arrive in California until the end of June, causing delays in making purchases related to the outfitting of the new engine; and

WHEREAS, the unspent balance of the appropriation for the outfitting of the engine is \$40,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to roll forward the remaining appropriation in the amount of \$40,000 into Fiscal Year 2021 to complete the outfitting of Engine 2034; and

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

Dated: September 2, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appoint Jennifer Phillips-Lorentzen as Adult Advisor on Greater Lodi Area Youth Commission; Rayleen Salgado, Matthew Gobel, Morgan Orlando, Kyle Armknecht, Talia Duran, Benjamin Gobel, Ahmad Kahn, and Parker Orlando as Student Members on Greater Lodi Area Youth Commission; Manjit Singh to the Planning Commission; and Magdalena Saldana to the Lodi Improvement Committee; and Re-Post for One Vacancy on Greater Lodi Area Youth Commission (Adult Advisor)

MEETING DATE: September 2, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Appoint Jennifer Phillips-Lorentzen as Adult Advisor on Greater Lodi Area Youth Commission and Rayleen Salgado, Morgan Orlando, Parker Orlando, Ahmad Khan, Kyle Armknecht, Talia Duran, Matthew Gobel, and Benjamin Gobel as Student Members on Greater Lodi Area Youth Commission; Manjit Singh to the Planning Commission; and Magdalena Saldana to the Lodi Improvement Committee; and re-post for one vacancy on Greater Lodi Area Youth Commission (Adult Advisor).

BACKGROUND INFORMATION: The City Council directed the City Clerk to post for expiring terms and vacancies on the Greater Lodi Area Youth Commission on March 18 and June 3, 2020.

The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the appointments as detailed below.

Council directed the City Clerk to post for vacancies and expiring terms on the Greater Lodi Area Youth Commission on March 18 and June 3, 2020. Very few applications were received for Adult Advisors during the filing period. It is recommended that the City Council direct the City Clerk to re-post for the remaining vacancy until filled. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

APPOINTMENTS:

Greater Lodi Area Youth Commission (Adult Advisors)

Jennifer Phillips-Lorentzen Term to expire May 31, 2023

NOTE: 3 applicants (1 applicant seeking reappointment; 2 new applications; 0 applications on file); posting ordered 3/18/20 and 6/3/20; application deadline – 7/13/20.

Greater Lodi Area Youth Commission (Student Members)

Rayleen Salgado	Term to expire May 31, 2022
Matthew Gobel	Term to expire May 31, 2022
Morgan Orlando	Term to expire May 31, 2022
Kyle Armknecht	Term to expire May 31, 2022
Talia Duran	Term to expire May 31, 2022
Benjamin Gobel	Term to expire May 31, 2021
Ahmad Khan	Term to expire May 31, 2021
Parker Orlando	Term to expire May 31, 2021

NOTE: 15 applicants (4 applicants seeking reappointment; 3 new applications; 8 applications on file); posting ordered 3/18/20 and 6/3/20; application deadline – 7/13/20.

APPROVED: _____
Stephen Schwabauer, City Manager

Appoint Jennifer Phillips-Lorentzen as Adult Advisor on Greater Lodi Area Youth Commission; Rayleen Salgado, Matthew Gobel, Morgan Orlando, Kyle Armknecht, Talia Duran, Benjamin Gobel, Ahmad Kahn, and Parker Orlando as Students Members on Greater Lodi Area Youth Commission; Manjit Singh to the Planning Commission; and Magdalena Saldana to the Lodi Improvement Committee; and Re-Post for One Vacancy on Greater Lodi Area Youth Commission (Adult Advisor)
September 2, 2020
Page Two

Planning Commission

Manjit Singh Term to expire June 30, 2021

NOTE: 5 applicants (0 applicants seeking reappointment; 0 new applications; 5 applications on file); posting ordered 6/17/20; application deadline – 7/18/20.

Lodi Improvement Committee

Magdalena Saldana Term to expire March 1, 2021

NOTE: 2 applicants (0 applicants seeking reappointment; 0 new applications; 2 applications on file); posting ordered 3/18/20; application deadline – 4/28/20.

POSTINGS:

Greater Lodi Area Youth Commission (Adult Advisors)

Jean Powell Term to expire May 31, 2023

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

JC/PMF



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute the Professional Services Agreement with Northern Consulting Actuaries, of Minneapolis, MN, for OPEB Valuation Study Services for a Total Not to Exceed Amount of \$20,000

MEETING DATE: September 2, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute the Professional Services Agreement with Northern Consulting Actuaries, of Minneapolis, MN, for OPEB Valuation Study Services, for a total not to exceed amount of \$20,000.

BACKGROUND INFORMATION: The City has used Northern Consulting Actuaries since June 2016. Northern Consulting Actuaries was selected by the City to provide a report that would include information on the actuarial value of certain post employment benefits (OPEB liability) and meet requirements of the Government Accounting Standards Board (GASB) 16 and GASB 45/75 statements including the Annual Required Contribution (ARC), annual OPEB Cost, and Reconciliation of the Net OPEB Obligation.

Northern Consulting Actuaries has performed these tasks professionally, timely and accurately. The current contract expired with the completion of the most recent actuarial report, but has an optional two year extension. Staff is recommending executing that extension for these required services to complete the calculation for the City's financial statements and to continue funding these benefit programs.

The initial actuarial valuation will be performed as of January 1, 2020 and will provide for the June 30, 2020 and June 30, 2021 ARC. The subsequent valuation will be performed as of January 1, 2021 and will provide for the June 30, 2022 and June 30, 2023 Net OPEB Liability and OPEB Expense under GASB 75. Full actuarial valuations will be performed every two years, with simplified actuarial reporting occurring in the off-years.

FISCAL IMPACT: Funding is included for the report in the Fiscal Year 2020-21 adopted budget. Funding for subsequent reports will be included in the future year budget proposals.

FUNDING AVAILABLE: 6552200.72450

Andrew Keys

Andrew Keys
Deputy City Manager/Internal Services Director

APPROVED: 
Steve Schwabauer (Aug 24, 2020 10:48 PDT)
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Northern Consulting Actuaries, Inc, dba Van Iwaarden Associates (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Other Post Employment Benefits (OPEB) Valuation Study (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2020 and terminates upon the completion of the Scope of Services or on June 30, 2023, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Melissa Munoz, Accounting Manager

To CONTRACTOR: Northern Consulting Actuaries, INC.
 DBA Van Iwaarden Associates
 840 Lumber Exchange Building
 Ten South Fifth Street
 Minneapolis, MN 55402-1010

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER CUSMIR
City Clerk

STEPHEN SCHWABAUER
City Manager

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

NORTHERN CONSULTING ACTUARIES, INC.
dba Van Iwaarden Associates

By: _____
jdm

By: _____
Name: Mark W. Schulte, FSA, EA
Title: Consulting Actuary

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

Funding Source: 10095000.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Signature: Janice D. Magdich
Janice D. Magdich (Aug 10, 2020 08:40 PDT)

Email: jmagdich@lodi.gov

Exhibit A - Scope of Services

CONTRACTOR will provide to CITY a report prepared by CONTRACTOR, that will include information on the actuarial value of benefits (OPEB liability), GASB 16 and GASB 45/75 accounting information including the Annual Required Contribution (ARC), annual OPEB Cost, and Reconciliation of the Net OPEB Obligation. A five-year payout projection, an ARC determined using an amortization period specified by CONTRACTOR, and general recommendations on managing the liability will be provided in the report. The content of the report will be uniform and determined by CONTRACTOR.

The initial actuarial valuation will be performed as of January 1, 2020 and will provide for the June 30, 2020 and June 30, 2021 ARC. The subsequent valuation will be performed as of January 1, 2021 will provide for the June 30, 2022 and June 30, 2023 Net OPEB Liability and OPEB Expense under GASB 75. If CITY establishes an OPEB trust the actuarial valuation will include GASB 74 information for the June 30, 2021 OPEB trust financial reporting. Future actuarial valuations will also include GASB 74 information. Full actuarial valuations will be performed every two years, with simplified actuarial reporting occurring in the off-years.

An option to extend for the June 30, 2021 and June 20, 2022 actuarial reporting cycle will be based on CONTRACTOR proposed fees and on cost of providing service at that time and agreed by CITY.

An actuarial certification, including indication of compliance with Actuarial Standards of Practice No. 41 "Actuarial Communications" and American Academy of Actuaries "Prescribed Statement of Actuarial Opinion" will be provided.

CONTRACTOR will make reasonable effort to provide the report to CITY within sufficient time for CITY to prepare required financial disclosures, but not earlier than four weeks after receipt of census data and benefits information determined by CONTRACTOR to be sufficient to prepare the information described above.

The report to CITY will provide all required actuarial calculations for OPEB of which CONTRACTOR is made aware, including "implicit subsidies" arising from the extension of CITY sponsored health care coverage to retirees, as well as any CITY-paid OPEB subsidies, such as premium reimbursement arrangements.

CONTRACTOR will meet CITY staff to present and discuss their report. CONTRACTOR may also be required to attend one CITY Council Meeting to present and discuss their report or one additional staff meeting to provide further clarification.

Exhibit B – Fees for Services

CONTRACTOR will provide its services to CITY as provided in the Scope of Services in Exhibit A as follows:

	FIXED FEE
GASB 45 Actuarial Valuation Report for FY2020	\$7,600.00
GASB 16 Actuarial Valuation Report for FY2020	Included
GASB 16 Actuarial Valuation Report for FY2022	\$7,900.00
GASB 75 Actuarial Valuation Report for FY2022	Included

OPEB Trust is established in FY2021 or before:

	FIXED FEE
GASB 45 Actuarial Valuation Report for FY2020	\$7,600.00
GASB 16 Actuarial Valuation Report for FY2020	Included
GASB 74 Actuarial Valuation Report for FY2021	\$1,500.00
GASB 16 Actuarial Valuation Report for FY2022	\$2,400.00
GASB 74/75 Full Actuarial Valuation Report for FY2022	\$6,500.00
GASB 74/75 Actuarial Valuation Report for FY2023	\$1,500.00

TOTAL NOT TO EXCEED \$20,000.00

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE THE PROFESSIONAL
SERVICES AGREEMENT WITH NORTHERN CONSULTING
ACTUARIES, OF MINNEAPOLIS, MINNESOTA, FOR OPEB
VALUATION STUDY SERVICES

=====

WHEREAS, the City has used Northern Consulting Actuaries since June 2016 to provide a report that would include information on the actuarial value of certain post-employment benefits (OPEB liability) and meet the requirements of the Government Accounting Standards Board (GASB) 16 and GASB 45/75 statements including the Annual Required Contribution (ARC), annual OPEB Cost, and Reconciliation of the Net OPEB Obligation; and

WHEREAS, Northern Consulting Actuaries has performed these tasks professionally, timely, and accurately. The current contract expired with the completion of the most-recent actuarial report but has an optional two-year extension; and

WHEREAS, staff recommends executing the extension for the required services to complete the calculation for the City's financial statements and to continue funding these benefits programs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the two-year extension to the Professional Service Agreement with Northern Consulting Actuaries, of Minneapolis, Minnesota, for OPEB Valuation Study Service in an amount not to exceed \$20,000.

Dated: September 2, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020 by the following vote:

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

JENNIFER CUSMIR
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for September 16, 2020 to Consider Introducing an Ordinance Approving the Planning Commission's Recommendation to Repeal and Reenact the Following Lodi Municipal Code Chapters and Section: Chapter 15.60 – Flood Damage Prevention; Section 17.14.040 – General Performance Standards; and, Chapter 17.28 – Overlay Zoning Districts; and, Amend the Lodi Zoning Map to Establish the Flood Hazard (-F) - 200 Overlay District to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection

MEETING DATE: September 2, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for September 16, 2020, to consider introducing an ordinance approving the Planning Commission's recommendation to repeal and reenact the following Lodi Municipal Code Chapters and Section: Chapter 15.60 – Flood Damage Prevention; Section 17.14.040 – General Performance Standards; and, Chapter 17.28 – Overlay Zoning Districts; and, amend the Lodi Zoning Map to establish the Flood Hazard (-F) - 200 Overlay District to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-Year Flood Protection.

BACKGROUND INFORMATION: SB 5 and SB 1278 require that cities and counties in the Sacramento-San Joaquin Valley adopt flood protection measures that address a storm that has a 1-in-200 chance of occurring in any given year (200-year storm).

Under SB 5, cities and counties in the Sacramento-San Joaquin Valley must take actions to minimize property damage associated with the 200-year flood. Various chapters and sections of the Lodi Municipal Code establish regulations that reduce the potential for damage associated with the 100-year storm and the 100-year floodplain. These provisions will remain in effect and will not be affected by the currently proposed amendments.

Various Municipal Code sections would be amended to establish limitations on construction in areas subject to flooding in the 200-year storm. Areas in Lodi subject to flooding during the 200-year storm are relatively limited and are mostly developed. Proposed regulations would restrict new construction in the 200-year floodplain but would not restrict improvements to existing homes or reconstruction of existing homes in the event of catastrophic damage. The 200-year flood designation does not affect flood insurance requirements.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

John R. Della Monica Jr.
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Set a Public Hearing for September 16, 2020 to Consider Adopting a Resolution Approving the Planning Commission’s Recommendation to Amend the General Plan Safety Element to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 related to 200-Year Flood Protection

MEETING DATE: September 2, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for September 16, 2020, to consider adopting a resolution approving the Planning Commission’s recommendation to amend the General Plan Safety Element to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-Year Flood Protection.

BACKGROUND INFORMATION: SB 5 and SB 1278 require that cities and counties in the Sacramento-San Joaquin Valley (including the City of Lodi) adopt measures to reduce the potential for damage resulting from a storm that has a 1-in-200 chance of occurring in any given year (200-year storm).

The Safety Element of the General Plan addresses a range of potential threats, including flooding, and must be updated to meet the requirements of SB 5. Additionally, various changes to the State of California General Plan Guidelines have been adopted by the Office of Planning and Research since the 2010 adoption of the City of Lodi General Plan Safety Element. The City Council hearing will consider the following amendments to the Safety Element:

- Discussion of 100-year and 200-year floodplains
- Addition of 200-year floodplain map
- Summary of KSN study that defined the 200-year floodplain
- Discussion of Agency’s Responsible for Flood Protection
- Statement on Slope Instability/Liquefaction potential
- Discussion of hazards related to Climate Change
- Updated summary of Emergency Management

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

John R. Della Monica Jr.
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for September 16, 2020, to Consider the Appeal of JAS Real Properties Development Lodi LLC (JAS) Regarding the Planning Commission’s Approved Conditions of Approval for the Reynolds Ranch Tentative Tract Map (Bennett)

MEETING DATE: September 2, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for September 16, 2020 to consider the appeal of JAS Real Properties Development Lodi LLC (JAS) regarding the Planning Commission’s approved Conditions of Approval for the Reynolds Ranch Tentative Tract Map (Bennett).

BACKGROUND INFORMATION: On August 12, 2020 the Planning Commission held a public hearing to hear the request of Dennis Bennett, applicant on behalf of Puccinelli Revocable Trust, David and Linda Seeman Revocable Trust and Gary and Joyce Tsutsumi 2011 Trust, for approval of a Tentative Subdivision Map.

The item was scheduled for the July 8, 2020 Planning Commission Meeting, but was unable to be heard due to a couple of vacant seats which lead to a lack of a quorum of Commissioners. It was then set for July 22, 2020 with the same result.

Mr. Chris Robles sent an email on July 22, 2020 expressing his concerns with most of the conditions placed on the project. Those comments were forwarded to the Planning Commission for their consideration and were then attached to the staff report for the packet on the August 12, 2020 Planning Commission Agenda. Mr. Robles then sent another email comment on August 12, 2020 that was forwarded to the Planning Commission for their consideration and will become part of the permanent record along with all the other comments that were received for this item.

On August 12, 2020, the Planning Commission approved the request of Bennett Homes, Inc. for a Tentative Tract Map to subdivide three parcels into 150 residential lots with two parcels left for landscape and park purposes. They also approved the recommendation to the City Council to grant the project 39 Low-Density and 111 Medium-Density Residential Growth Management Allocations and approve the Planned Development Standards and Guidelines for the project.

On August 20, 2020 JAS Real Properties Development Lodi LLC filed an appeal of the decision of the Planning Commission forcing the delay in the hearing until the appeal hearing can be scheduled.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

John R. Della Monica Jr.
Community Development Director

Attached:
Appeal Letter

APPROVED: _____
Stephen Schwabauer, City Manager

LAW OFFICE OF
MARCUS J. LO DUCA
A Professional Corporation

COPY

MARCUS J. LO DUCA

August 20, 2020

RECEIVED

AUG 20 2020

CITY CLERK

Ms. Jennifer Cusmir, CMC, MPA
City Clerk
City of Lodi
221 W. Pine Street
Lodi, CA 95240

VIA PERSONAL DELIVERY

Re: Appeal of Planning Commission Decision Regarding Reynolds Ranch
Tentative Tract Map PL2020-016

Dear Ms. Cusmir:

This office represents JAS Real Properties Development Lodi LLC ("JAS"), which is in contract to purchase properties owned by The David Alan and Linda Ellen Seeman Trust, The Ralph R. and Virginia M. Washburn 1988 Inter Vivos Revocable Trust (collectively, the "Seeman/Washburn Trusts")(APN 058-130-21), Grace Puccinelli and Guiseppe Puccinelli ("Puccinelli")(APN 058-130-22), and The Diane Y. Tsutsumi and Gary Tsutsumi Trust ("Tsutsumi Trust")(APN 058-130-25), which properties constitute the real property (hereinafter, the "Property") for which the Lodi Planning Commission approved Tentative Tract Map PL2020=016 on August 12, 2020 (hereinafter, the "Tentative Map"). The representative for JAS regarding the Tentative Map is Chris Robles of Chris Robles Consulting LLC, who submitted written comments to the Planning Commission on August 12, 2020, via electronic mail prior to the Commission meeting that evening, describing thirteen (13) separate conditions to which JAS objected or requested clarification in the list of proposed conditions from the City's Community Development Department, as well as objections to a number of proposed conditions from the City's Public Works Department. A copy of the correspondence emailed by Mr. Robles to the Commission is enclosed herewith. Mr. Robles received written confirmation that the City had received his comments from Kari Chadwick of the City's Community Development Department, a copy of which confirmation is enclosed herewith. Mr. Robles requested on behalf of JAS that, if the conditions could not be

modified to address his comments, the Tentative Map be continued to a future Commission agenda to provide time to the JAS team to work with City staff on the conditions at issue. Mr. Robles had previously that week requested that City staff address his comments regarding the conditions, or continue the hearing to allow additional time for Mr. Robles and City staff to negotiate needed revisions to the conditions. JAS and Mr. Robles therefore have standing to bring this appeal to the City Council.

The Planning Commission ignored Mr. Robles' request, and acted to approve the Tentative Map, including all the conditions to which Mr. Robles had expressed objections or requested clarification. The Commission action mirrored the refusal of City staff to address the comments from Mr. Robles regarding the conditions. The comments from Mr. Robles were not read into the record, nor were any other comments from the public read into the record. Thus, members of the public viewing the hearing were prevented from hearing what public comments had been submitted to the Commission regarding the Tentative Map. In addition, the remote video structure of the meeting prohibited all but one member of the public from being able to voice telephonically their concerns directly to the Commission during the hearing.

JAS, as represented by Mr. Robles, hereby appeals the Planning Commission action approving the Tentative Map, on the basis that the conditions highlighted in the enclosure to Mr. Robles' correspondence to the Planning Commission are either not reasonably and legally related to the impacts of the Tentative Map, and are thus inapplicable to the project, or require clarification to determine if they are either in fact applicable to the project, or, if applicable, are not sufficiently defined to allow JAS to develop the Property. In addition, allowing one member of the public, the applicant, to call into the Planning Commission hearing while not making such form of oral communication available to the public at large, including JAS, as represented by Mr. Robles, violated the due process rights of JAS by precluding direct oral testimony to the Commission by JAS while allowing one member of the public to orally communicate with the Commission during the public hearing. If one member of the public is allowed to communicate orally with the Commission (or the City Council, for that matter), then all members of the public must be given the same means of communication. Clearly, while the Governor's Executive Order N-29-20 as amended March 17, 2020, allows a local agency to conduct its meetings via teleconference and allows members of the public to address such meetings telephonically or otherwise electronically, nothing in

Ms. Jennifer Cusmir, CMC, MPA

August 20, 2020

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the Governor's order allows a local agency to provide one means of communication for some members, or in this case, one member, of the public, while preventing other public members from having the same means of communication with that agency's hearing bodies.

Thus, without waiving objections to the violation of JAS' due process rights by the Planning Commission, Mr. Robles and the undersigned request the ability to speak via telephone at the City Council hearing on the appeal, and not just be limited to written testimony.

If you have any questions or request further documentation, please contact me at the address and phone number on this letter.

Respectfully submitted,

LAW OFFICE OF MARCUS J. LO DUCA

A Professional Corporation

A handwritten signature in black ink, appearing to read 'Marcus J. Lo Duca', written over a faint, larger version of the same signature.

Marcus J. Lo Duca

Enclosures

Cc: Client

Chris Robles

Marcus LoDuca

From: chisroblesconsulting@gmail.com
Sent: Wednesday, August 12, 2020 6:20 PM
To: 'John Della Monica'; 'Planning Commission Comments'
Cc: Land Development Team; 'Lyman M Chang'
Subject: 8/12/20 PC agenda Item 4A, Tentative Tract Map for 150 lots
Attachments: Lodi request for modified conditions.pdf

Dear Planning Commission Chair Cummins and Planning Commissioners:

On behalf of the Developer who holds the options to purchase the Tentative Tract Map for 150 lots in the northwest quadrant of Reynolds Ranch we request that the attached modified conditions of approval be incorporated into the project conditions. The revisions requested are of great importance to us to ensure that we have clarity in the development obligations requested by the City and to ensure that we deliver on the City's expectations. If the condition modifications cannot be incorporated into the project at tonight's meeting we request that this item be continued to allow the project developer to work with staff to resolve the outstanding issues with the conditions of approval.

Thank you for your consideration.

Best regards,

Chris Robles
President
Chris Robles Consulting LLC
(916) 759-5940

CONDITIONS OF APPROVAL

Project No. PL2020-016 S – Reynolds Ranch Residential Subdivision to subdivide an approximately 28.2-acre site into 150 single family lots. The site is located south of E Harney Lane and west of S Stockton Street in the Reynolds Ranch Planned Development (PD 39).

Assessor's Parcel Numbers: 058-130-21, -22, and -25

Planning Commission Approval Date: August 12, 2020

Conditions of Approval	Timing/Implementation	Enforcement/Monitoring	Verified (Date and Signature) Applicant Comments
<p>General Conditions/Conditions Prior to Final Map</p> <p>1. The applicant shall review and sign below verifying the "Acceptance of the Conditions of Approval" and return the signed page to the Planning Department. Project approval is not final until a signed copy of these conditions is filed with the City.</p> <p>_____ Applicant Signature</p> <p>_____ Date</p> <p>_____ Print Name</p>	<p>Must be completed to finalize project approval</p>	<p>Planning Department</p>	<p>As the applicant we have concerns with conditions as stated and will not be able to sign as presented.</p>

Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
<p>2. The applicant shall indemnify, protect, defend, and hold harmless the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including but not limited to arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under CEQA, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.</p>	Ongoing	Planning Department	
<p>3. This map shall expire 24 months after its effective date, unless the lifetime of the map is extended as provided in Zoning Code 17.52.130. The effective date of this map shall be date on which a growth allocation is approved by the City Council.</p>	Ongoing	Public Works and Planning Departments	OK
<p>4. All of the Public Works conditions in the attached memorandum dated April 21, 2020, shall be satisfied.</p>	As Shown	Public Works	Conflicts with CID

Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
5. Approval of a Final Subdivision Map shall be contingent upon the approval of a growth allocation for the project by the City Council.	Ongoing	Public Works and Planning Departments	
6. Prior to recordation of the final maps for homes adjacent to existing agricultural operations, the applicant shall submit a detailed wall and fencing plan for review and approval by the Community Development Department. (Final EIR Mitigation Measure 3.7.1)	Prior to recordation of Final Map	Planning Department	
<p>7. Prior to recordation of a final map, the applicant shall submit for City review and approval Development Standards and Guidelines (DS&G) for this subdivision. The DS&G shall be subject to review and approval by the City Council based on recommendation by the Planning Commission and shall be made part of the Reynolds Ranch Planned Development (PD39).</p> <p>The DS&G shall address at least the following topics, plus others as deemed necessary by the City:</p> <ul style="list-style-type: none"> • Planning Commission Development Standards including: <ul style="list-style-type: none"> • Setbacks: height limits • Signs • Fences: Walls and Hedges • Landscaping: including landscaping in the public domain • Lighting • Parking • Permitted, conditionally permitted, and prohibited land uses • SPARC - Architectural Guidelines, including: <ul style="list-style-type: none"> • Proposed architectural improvement documents • Colors and materials (physical submission) • Exterior elevations (all orientations) • Roof Plans • Specific site plans with driveways principal paths 	Prior to recordation of Final Map	Planning Department	Design Guidelines have been included on the agenda for 8/12/20.

Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
<ul style="list-style-type: none"> Fence lines <p>The Development Standards and Guidelines (DS&G) shall include a statement that the most recent adopted version of the Lodi Zoning Code shall be used where the DS&G do not include a specific change from the standards in the Zoning Code.</p> <p>The Development Standards and Guidelines shall refer to the most recent adopted version of the Lodi Zoning Code for the following:</p> <ul style="list-style-type: none"> Site Plan and Architectural Review Variations and Deviations <p>To the extent possible, consistent with the desire to create a specific product type/style for this subdivision, the DS&G shall be consistent with the "Planned Development Overlay Standards & Guidelines" adopted in 2014 for the Reynolds Ranch Subdivision (project no. 2014-07 S), specifically in terms of landscaping, signage, etc., in the public domain where consistency among residential neighborhoods in the Reynolds Ranch project is desired.</p>			
Conditions Prior to Development or Building Permit Issuance			
8. No permits (building permit, grading permit, etc.) shall be issued prior to recordation of a Final Map.	Prior to Permit Issuance	Public Works Department	OK
9. Prior to issuance of a building permit, the applicant shall pay an Agricultural Land Mitigation fee to the City of Lodi. Said fee is to be determined by the pending adoption of an ordinance of the City establishing a fee mitigation program to offset the loss of agricultural land to future development. In the event said ordinance is not effective at the time building permits are requested, the applicant shall pay a fee to the Central Valley Land Trust (Central Valley Program) or other equivalent entity to offset the loss of the Prime Farmland. The City Council, acting within its legislative capacity and as a matter of policy, shall determine the sufficiency of fees paid to mitigate the loss	Prior to Permit Issuance	Building and Planning Departments	Please provide a copy of the pending ordinance.

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Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
10.	of Prime Farmland. (Final EIR Mitigation Measure 3.7.2) Clearing, grubbing, and/or removal of vegetation shall not occur during the bird-nesting season (from February 1 - September 31) unless a biologist with qualifications that meet the satisfaction of the City of Lodi conducts a preconstruction survey for nesting special-status birds including Swainson's hawk, western burrowing owl, white-tailed kite, California horned lark, and loggerhead shrike. If discovered, all active nests shall be avoided and provided with a buffer zone of 300 feet (500 feet for all raptor nests) or a buffer zone that otherwise meets the satisfaction of the California Department of Fish and Game. Once buffer zones are established, work shall not commence/resume within the buffer until the biologist confirms that all fledglings have left the nest. In addition to the preconstruction survey, the biologist shall conduct weekly nesting surveys of the construction site during the clearing, grubbing, and/or removal of vegetation phase, and any discovered active nest of a special-status bird shall be afforded the protection identified above. Clearing, grubbing, and/or removal of vegetation conducted outside the bird-nesting season (from October 1 - January 31) will not require nesting bird surveys. (Final EIR Mitigation Measure 3.2.2)	Prior to Clearing, Grubbing, or Removal of Vegetation	Public Works and Planning Departments	
11.	Development on the subject site shall participate in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SIMHCP). This includes payment of Open Space Conversion fees in accordance with the fee schedule in-place at the time construction commences and implementation of the Plan's "Measures to Minimize Impacts" pursuant to Section 5.2 of the SIMHCP. (Final EIR Mitigation Measure 3.2.2)	Prior to Clearing, Grubbing, or Removal of Vegetation	Public Works and Planning Departments	
12.	The City of Lodi shall not issue permits for construction activities on the project site unless the portion of the site involved in the requested permit has been deemed clear of recognized environmental conditions in writing by a California State Registered Environmental Assessor	Prior to Permit Issuances	Public Works and Planning Departments	Please clarify the type of document environmental document required.

Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
<p>with HAZWOPER 40-hour OSHA Certification. Portions of the site require further hazardous material investigations to make a determination of the presence of recognized environmental conditions. Such investigations shall be conducted in accordance with the most recent American Society for Testing and Materials (ASTM) standards, such as the ASTM's "Standard Guide for Environmental Site Assessments: Phase I [or II] Environmental Site Assessment Process". In total, the updated hazardous material investigations of the site shall minimally evaluate the areas previously inaccessible to hazardous material investigators, the southern-most barn on the eastern portion of APN 058-110-41, the contents of the vault in the shed on the southern portion of APN 058-110-04, the function of the "water" basin and its previous discharges must be determined, the exact location of the 10 inch Kinder Morgan refined product pipeline, the areas adjacent to the Union Pacific Railroad right-of-way, and the onsite residential structures and buildings which were previously inaccessible. (Final EIR Mitigation Measure 3.5.1)</p>	<p>Prior to Approval of Development Plans</p>	<p>Planning Department</p>	<p>Not applicable to the property. If a Phase 1 indicates a need for Phase 2, we will prepare accordingly.</p>
<p>13. A Phase II Environmental Site Assessment (ESA) shall be completed prior to the approval of individual development plans within the project area. Said Phase II ESA report shall include subsurface investigations and recommended remedial actions, if required, at specific locations as recommended in the Phase I Environmental Site Assessment prepared by Kleinfelder. In case of any subsequent updated report, the following additional requirements shall apply:</p> <ul style="list-style-type: none"> a. Soil sampling and analysis for pesticides shall only be conducted in those areas of the site that are still agricultural; and b. If levels of organochloride pesticides are found to be in excess of applicable residential or commercial Preliminary Remediation Goals/Maximum Contaminant Limits (PRGs/MCLs) then an evaluation shall be required to determine the depth and extent of these elevated concentrations. (Final EIR Mitigation Measure 3.5.2) 			

Lodi Planning Commission
 Project No. PL2020-016 - Reynolds Ranch Residential Subdivision

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
14.	Habitable second-story residential space, located within 245 feet of the Harney Lane centerline, must have upgraded structural protection including dual-paned windows and supplemental ventilation (air conditioning) to allow for window closure, in compliance with the City of Lodi Compatibility Standards. (Final EIR Mitigation Measure 3.8.3)	Prior to Building Permit Issuance	Building and Planning Departments	
15.	Outdoor recreational space within 145 feet of the Harney Lane centerline must be shielded by solid perimeter walls of 6-7 feet in height or landscape berming, or any combination of the two to achieve the desired noise attenuation. (Final EIR Mitigation Measure 3.8.4)	Prior to Building Permit Issuance	Building and Planning Departments	Please clarify the height of the wall required.
16.	New residential development both north and south of Harney Lane shall require installation of 6-7 foot high sound walls or landscape berming, or any combination of the two to achieve the desired noise attenuation. (Final EIR Mitigation Measure 3.8.5)	Prior to Building Permit Issuance	Building and Planning Departments	Will install wall according to exhibit prepared by Eric Norris.
17.	Homes situated adjacent to the train tracks require either a setback distance of 430 feet or a 6 foot sound wall, landscape berming, or any combination of the two to mitigate train noise to 65 dB at the residential exterior and ground floor interior. This attenuation may be achieved by the design of the main storage facility. An interior noise analysis should be submitted in conjunction with building plan check to verify that structural noise reduction will be achieved in a livable upstairs space at the perimeter tier of homes by the specified structural components (windows, walls, doors, roof/ceiling assembly) shown on building plans. Disclosure of the presence of the tracks should be included in all real estate transfer documents to anyone buying or leasing a property within 500 feet of the train tracks. (Final EIR Mitigation Measure 3.8.6)	Prior to Building Permit Issuance	Building and Planning Departments	Noise attenuation of the home to be addressed by builder. This section is not a map condition.
18.	A detention basin pump system will be required to empty the detention basin. The planned proximity of homes to the basin would likely require substantial shielding if such pumps were to operate at	Prior to Building Permit Issuance	Building and Planning Departments	Not applicable as we are not installing pumps pursuant to PW's conditions

Lodi Planning Commission
 Project No. PL2020-016 - Reynolds Ranch Residential Subdivision

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
<p>right. To the satisfaction of the City of Lodi, noise levels at residences in proximity to any required basin pump system shall be attenuated to meet the City's noise standards. Said attenuation can be achieved through enclosing the pump system or using upgraded sound rating building materials in nearby residences. (Final EIR Mitigation Measure 3.8-7)</p>				
19.	Proponents of development onsite shall submit a construction Traffic Control Plan to the Public Works Department for review and approval prior to commencing construction on the project and any related off-site improvements. (Final EIR Mitigation Measure 3.10.4)	Prior to Building Permit Issuance	Public Works Department	
20.	To the satisfaction of the City of Lodi Public Works Department, the development shall be assessed its fair share of the cost of developing additional water sources, including but not limited to participation in acquiring additional water rights, development and construction of surface water treatment or recharge the groundwater system, construction of water transmission facilities, and other related water infrastructure. (Final EIR Mitigation Measure 3.11.4)	Prior to Building Permit Issuance	Public Works and Planning Departments	
Conditions To Be Implemented During Development/Construction				
21.	If buried Native American archaeological resources are discovered during the project activities, work shall stop immediately in the vicinity of the discovery, until a qualified archaeologist that meets the satisfaction of the City of Lodi determines the significance of the discovery and develops plans to preserve the significance of any discovered CRHR eligible resources. Such archaeological resource preservation plans shall be implemented to the satisfaction of the City of Lodi. (Final EIR Mitigation Measure 3.3.4)	During Grading	Public Works and Planning Departments	
22.	Should paleontological resources be encountered during construction excavation, the project proponent shall halt excavation in the vicinity of the discovery and contact a qualified vertebrate paleontologist to evaluate the significance of the find and make recommendations for	During Grading and Excavation	Public Works and Planning Departments	

Lodi Planning Commission
 Project No. PL2020-016 - Reynolds Ranch Residential Subdivision

Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
collection and preservation of discovered paleontological resources in a written report to the City of Lodi. Said recommendations shall be implemented to the satisfaction of the City of Lodi. (Final EIR Mitigation Measure 3.3.5)			
23. If subsurface structures are encountered during site development or excavation onsite, care should be exercised in determining whether or not the subsurface structures contain asbestos. If they contain asbestos, it shall be removed, handled, transported, and disposed of in accordance with local, state, and federal laws and regulations. (Final EIR Mitigation Measure 3.5.3)	During Grading and Excavation	Public Works and Planning Departments	
24. The wells onsite should not be used as a water supply for any of the proposed land uses unless the water from said wells is tested and found to meet state and federal drinking water standards as confirmed by the City's water department. (Final EIR Mitigation Measure 3.5.4)	During Grading and Excavation	Public Works and Planning Departments	
25. An asbestos and lead paint assessment shall be conducted for structures constructed prior to 1980, if they are to be renovated or demolished prior to future development on the project site. The following requirements apply: a. A Certified Cal-OSHA Asbestos Consultant shall conduct said surveys. If asbestos is detected, all removal shall be completed by a licensed asbestos abatement contractor; and b. Any lead paint that is detected and which is in poor condition shall be removed prior to building demolition. (Final EIR Mitigation Measure 3.5.5)	Prior to Demolition of Structures	Building and Planning Departments	
26. All locations of underground storage tanks (USTs) on the project site, where past releases are known or are suspected, shall be subject to further investigation and analysis to confirm or deny evidence of past releases. Said investigations shall be conducted in accordance with Environmental Protection Agency (EPA) and per Leaking Underground Storage Tank (LUST) guidelines. (Final EIR Mitigation Measure 3.5.5)	Prior to Grading and Excavation	Public Works and Planning Departments	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
Measure 3.5.6)				
27.	Miscellaneous debris located throughout the project site, and described in the Phase I ESA. If debris is found on the project site it shall be removed prior to development activities. Any petroleum products and/or hazardous materials encountered should be disposed of or recycled in accordance with local, state, and federal regulations. (Final EIR Mitigation Measure 3.5.8)	Prior to Grading and Excavation	Public Works and Planning Departments	Not applicable as the site does not have debris as stated.
28.	Various sized buckets and drums containing petroleum products were noted at several locations on the project site in the Phase I ESA. All such drums and buckets shall be removed from the project site in accordance with local, state, and federal regulations. In addition, soil sampling shall be conducted at these bucket and drum locations where staining was noted. (Final EIR Mitigation Measure 3.5.9)	Prior to Grading and Excavation	Public Works and Planning Departments	Not applicable to this parcel. Deletion of this condition does not diminish the obligation of the EIR.
29.	To the satisfaction of the City of Lodi Public Works Department, all drainage facilities shall be constructed in conformance with the standards and specifications of the City of Lodi. (Final EIR Mitigation Measure 3.6.3)	Ongoing During Development	Public Works Department	
30.	To the satisfaction of the City of Lodi Public Works Department, the project proponents shall participate in a financing mechanism to fund the required drainage infrastructure to serve the demands of the project. (Final EIR Mitigation Measure 3.6.6)	Prior to Grading	Public Works Department	Not applicable, we are excavating the basin beyond our impact. Project would require the excavation of 5,000 cubic yards of material we are excavating 12,000 yards and providing a new outfall gate. Will the City reimburse the developer for work beyond the project impacts?

Lodi Planning Commission
 Project No. PL2020-016 - Reynolds Ranch Residential Subdivision

Ongoing Conditions

31.	The applicant shall inform and notify prospective buyers in writing, prior to purchase, about existing and on-going agricultural activities in the immediate area in the form of a disclosure statement. The notifications shall disclose that the residence is located in an agricultural area subject to ground and aerial applications of chemical and early morning or nighttime farm operations which may create noise, dust, et cetera. The language and format of such notification	During Home Sales	Planning Department	
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Lodi Planning Commission
 Project No. PL2020-016 - Reynolds Ranch Residential Subdivision

Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
<p>shall be reviewed and approved by the City Community Development Department prior to recordation of final maps. Each disclosure statement shall be acknowledged with the signature of each prospective owner. Additionally, each prospective owner shall also be notified of the City of Lodi and the County of San Joaquin Right-to-Farm Ordinance. (Final EIR Mitigation Measure 3.7.1)</p>			
<p>32. Buyer notification of the presence of possible agricultural activity noise shall be made as part of any property transfer documents. (Final EIR Mitigation Measure 3.8.8)</p>	<p>Ongoing During Sale of Homes</p>	<p>Planning Department</p>	
<p>33. All construction shall require a permit and shall be limited to the hours of 7 a.m. to 10 p.m. Staging areas shall be located away from existing residences, and all equipment shall use properly operating mufflers. (Final EIR Mitigation Measure 3.8.1)</p>	<p>During Construction</p>	<p>Building and Planning Departments</p>	
<p>34. The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. (Final EIR Mitigation Measure 3.8.2)</p>	<p>During Construction</p>	<p>Building and Planning Departments</p>	



MEMORANDUM, City of Lodi, Public Works Department

To: Community Development Director
From: Public Works Department
Date: April 21, 2020
Subject: Tentative Subdivision Map Conditions for 2739 South Stockton Street
APN: 058-130-21, 058-130-22, and 058-130-25;
File #PL2020-016 – Reynolds Ranch/Bennett Subdivision (150 units)

The following conditions of approval are required for the subject project per City codes and standards, all to be accomplished prior to, or concurrent with, final map filing unless noted otherwise:

1. The project development shall comply with the requirements of Senate Bill (SB) 5, related to an urban level of flood protection (200-year storm event). The developer has the option of 1) Preparing their own 200-year flood protection report to prove that their property is in compliance, or 2) Contribute towards the City's delineation map and study that is currently being completed. The preliminary delineation map identifies the properties are above the 200-year flood plain, which does not require any additional measures for compliance. The City's cost for the delineation map and study is \$188 per lot.
2. Project design and construction shall be in compliance with the applicable terms and conditions of the Multi-Agency Post-Construction Stormwater Standards Manual adopted by the City of Lodi in compliance with the State Water Resources Control Board's Phase II MS4 permit.
 - a) A Project Storm Water Plan must be submitted for approval prior to any master plan and improvement plans submittal.
 - b) State-mandated construction site inspections to assure compliance with the City of Lodi's Phase II MS4 permit are required. The fee for these inspections is the responsibility of the developer and must be paid prior to the map filing or commencement of construction operations, whichever occurs first.
3. Utility Master Plans (Storm Drain, Water, and Wastewater) shall be approved prior to submittal of Public Improvement Plans.
4. Engineered improvement plans and cost estimates shall be submitted for approval per the City Public Improvement Design Standards for all public improvements prior to final map filing. Incomplete submittals will not be accepted. Plan submittal shall include the following:
 - a) Approved tentative map, signed by the Community Development Director.
 - b) Approved Stormwater Master Plan.
 - c) Design shall conform to the Multi-Agency Post-Construction Stormwater Standards Manual (PCSP) as adopted by City Council on November 4, 2015 and all state and federal requirements.

- d) Landscape and irrigation plans shall conform to the Model Water Efficient Landscaping Ordinance (MWELo) per the Governor's Executive Order B-29-12 adopted on December 31, 2015.
 - i) Landscape Planting Plan required with the first submittal. Full landscape and irrigation plans are required with the second submittal.
 - ii) MWELo landscape plan submittal will be required with the second submittal.
- e) Current soils report. If the soils report was not issued within the past three (3) years, provide an updated soils report from a licensed engineer.
- f) Grading, drainage and erosion control plans.
- g) Copy of Notice of Intent for NPDES permit. A WDID number will be required prior to plan approval.
- h) All utilities, including street lights and electrical, gas, telephone and cable television facilities.
- ~~i) Undergrounding of all overhead utilities fronting Stockton Street from the southern project boundary to Harney Lane. This is an offsite improvement and the City has not made a nexus to the projects impacts to warrant this improvement. The condition must be proportional to the project impacts.~~
- ii) Joint trench plans (required with second submittal).
- k) Reverse frontage wall and details. Minimum wall height shall be 8.6 feet above the adjacent pad and/or ground elevation or as required by Community Development Department to satisfy the general plan requirements.
- l) Street tree planting plan for landscaping areas require approval of the Community Development Director and Public Works Director.

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A complete plan check submittal package, including all the items listed above plus the Map/Improvement Plan Submittal cover letter, Improvement Plan Checklist and engineering plan check fees, is required to initiate the Public Works Department plan review process for the engineered improvement plans.

- 5. Design and installation of public improvements shall be in accordance with City Master Plans. Street, wastewater, storm drainage, and water master plans and design calculations will be required for the development.
 - a) Street
 - i) All street designs shall conform to the City of Lodi Design Standards.
 - ii) Curb returns and corner cut-offs shall conform to City of Lodi Standard Plans 611 and 612.
 - iii) Provide an onsite fire-truck/garbage truck turning analysis for the street knuckles. If the fire-truck and garbage truck turning movements are not met, knuckles shall be designed in conformance with City of Lodi Standard Plan 133.
 - ~~iv) All residential streets shall contain vertical type (side lot) or rolled type (fronts) curb, gutter and sidewalk as reflected in the tentative map submittal; and shall conform with City of Lodi Standard Plan 135 and 136 respectfully.~~

- v)iv) Install street lights along Stockton Street from Rocky Lane to the southern project boundary.
 - a) Street light locations shall be properly coordinated.
- vi)v) Provide all necessary traffic signs for the entire subdivision, including any necessary traffic signs along Stockton Street.
 - a) Install "NO PARKING ANYTIME" signs along the Stockton Street frontage.
- vii) Install frontage improvements including but not limited to pavement, driveway, streetlights, reverse frontage wall, landscaping, curb, gutter and sidewalk along all streets in the subdivision in accordance with City Standards.
- viii)vi) Install reverse frontage walls, landscaping, and irrigation improvements along Stockton Street. Frontage improvements and landscaping shall be constructed by the Developer at the Developer's expense to the approval of the Public Works Director and Community Development Director.
- ix)vii) Street Design shall comply with the following requirements on the following streets, unless otherwise approved by the City Engineer:
 - a) Minor Residential (Cross-sections A, B, C, and D)
 - (1) All interior streets designated as "minor residential" shall be 36 feet, curb to curb.
 - (2) The linear path noted in cross-sections B and C shall be 10 feet wide.
 - b) Entry Street (Cross-section E)
 - (1) The entry street shall be 40 feet, curb to curb, and have 55 feet of right of way. Street D shall be considered as an entry street.
 - (2) Additional landscaping may be dedicated/installed (behind the sidewalk) at the developer's option to accommodate more robust landscaping.
 - c) Stockton Street
 - (1) The sidewalk shall meander as far north as possible to the northern boundary of the project (lot 146). OK
 - (2) Developer shall make their best effort to obtain necessary easements and construct a pedestrian connection from the project's northern limits to the Harney Lane intersection (approximately 600 feet). Comment: This is an offsite improvement and the City has not made a nexus to the projects impacts to warrant this improvement. Will the City reimburse for developers' expense in design and construction of these improvements? The condition must be proportional to the project impacts.
 - (3) Developer shall make their best efforts to obtain the necessary easements and construct a pedestrian connection. Sidewalk shall be installed fronting parcel 058-130-14 to provide an ADA path of travel. If it is determined that the pedestrian connection will create drainage issues on the parcel or be determined to be detrimental to the

property, the developer is relieved of this obligation.

~~(4)~~—A handicap ramp shall be installed at lot 147 to provide an ADA path of travel across Stockton Street.

~~(5)~~~~(4)~~ Unused driveways fronting Lots 1 through 5 and Lots 146 through 150 shall be removed.

- d) Install a 3-way stop at the intersection of Kordia Avenue and Street D.
- e) The standard cross slope of all streets shall be a minimum of 2.5 percent.

~~x)~~viii) All public and private block walls are subject to the following criteria:

- a) Minimum reverse-frontage wall heights shall be 8 ~~6~~ feet above the highest adjacent pad elevation or as required by the Community Development Department Director and Public Works Director. All walls 7-feet and taller, including fencing on top of walls, require a building permit from the Community Development Department.
- b) A wall detail shall be included with the improvement and grading plans for reference.
- c) Wall shall be setback to accommodate reverse frontage landscaping and irrigation improvements. The reverse frontage wall, landscaping and irrigation improvements shall be constructed by the developer at the developer's expense, to the approval of the Public Works Director and Community Development Director.
- d) Provide a public wall easement along all parcels containing a public masonry wall (including footings). The masonry walls along Stockton Street shall be in a public wall easement.

~~x)~~ix) Traffic striping modifications shall be performed as necessary along Stockton Street (from Rocky Lane to the south project limits).

b) Wastewater

- i) Wastewater system shall be designed in conformance with the City's Wastewater Master Plan and design standards.
- ii) Separate wastewater services in conformance with Standard Plan 201 shall be provided to each parcel from the public wastewater main in all public streets.
- iii) Flushing station(s) may be required at locations with peak flows below City Standards.

c) Storm Drainage

- i) The storm drain system shall be designed in conformance with the City's Storm Drain Master Plan and design standards. The engineer shall submit a C factor calculation to show the proposed development meets the current standard runoff coefficient, otherwise the engineer shall consider using higher C factors to calculate storm water runoff from the development.
- ii) Slopes for all parcels within the development shall flow towards the proposed street. All storm water shall be collected within the development and cannot flow to neighboring parcels. Lots 5 and 6 shall not drain onto parcel 058-130-14.

- iii) An overland flood release pathway shall be incorporated in the street and circulation design plan for each subarea. For example, when any particular catch basin or pipe is obstructed or overwhelmed with water, the street drainage design (high points and low points) shall be calculated so that no water shall pond higher than 1-foot below any finished floor elevation without releasing the excess water toward the planned flood release point.
- iv) An onsite basin will not be allowed with this project. The developer is required to excavate the existing Reynolds Ranch storm basin south of the proposed development to obtain the required storm water retention volume. An outlet structure with automatic slide gate at the southwest corner of the existing basin shall be constructed per the Reynolds Ranch Storm Drain Master Plan.

The proposed basin land shall be flat and be landscaped with turf and bordering plants matching the area to the south. Do we get parkland dedication credit for this area?
- v) The storm water pipe connection shall be revised to connect to the existing storm water pipe in Stockton Street and Street D. OK
- vi) Developer shall take the storm water drainage of parcel 058-130-14 into consideration to provide proper drainage into the public storm drain system and not across any other private properties.

d) Water

- i) The water system shall be designed in conformance with the City's Water Master Plan and design standards.
- ii) Separate water services in conformance with Standard Plan 403 shall be provided to each parcel from the public water main in all public streets. Service sizes shall be identified on the plans.
- iii) Provide a looped water system. A minimum of two connections to the City water system are required throughout all phases.
- iv) A water sampling station shall be provided within the subdivision. The location of the sampling station will be provided by the City Engineer during the plan check process.
- v) When possible, fire hydrants shall be placed between driveways. Fire hydrants shall be placed in side yards as opposed to front yards (for corner lots). Fire hydrants shall be installed along the trail side of Kordia Avenue.
- vi) Water meter boxes shall be located inside a public utility easement and outside of areas subject to vehicular travel.
- vii) All public landscape shall be designed to use non-potable water (NPW). The system should connect to the existing NPW system. Where is this located?

6. Provide street names for all of the streets in the development for approval.

~~7.~~ Revise the subdivision name and provide it for approval. There was a map named Reynolds Ranch Residential in the file already.

~~8.~~ Provide a sound/noise study which addresses the railroad and overpass immediately adjacent to the project.

~~9-7.~~ Provide a slope easement or retaining wall along the boundary of the development

for all grade differentials of 0.5 feet or greater.

- ~~10.8.~~ The slope of the Harney Lane overpass (parcel 058-130-26) to the north of the project and the 25-foot strip of land along the western boundary of the project shall be landscaped.
- ~~11.~~ A split rail fence shall be installed along the north side of the trail along Street A.
- ~~12.~~ A chain link fence shall be installed along the western boundary of the project.
- ~~13.9.~~ All unused water, wastewater and storm drain stubs, services, and utility extensions shall be abandoned at the developer's expense.
- ~~14.10.~~ All on-site water wells and septic systems shall be abandoned in conformance with applicable City and County codes and requirements prior to the approval of the public improvement plans. A copy of the abandonment permit shall be submitted to the City after the completion of the abandonment.
- ~~15.11.~~ All public improvements shall be installed within one year of final map filing under the terms of an improvement agreement, to be approved by the City Council prior to final map filing. The Developer will be required to provide warranty security in the amount of 10% of the value of the public improvements. The warranty period will be two (2) years, commencing on the date of acceptance of the public improvements.
- ~~16.12.~~ The Developer shall provide on-going maintenance and replacement of reverse frontage walls, landscaping and irrigation improvements, street trees, as well as other public services by annexation to the City of Lodi Community Facilities District prior to final map filing. All costs associated with annexation to the District are the Developer's responsibility.
- ~~17.13.~~ Developer is required to perform regular maintenance of the installed public landscape element and equipment for a period of 3 years after the final acceptance of the project. Proper maintenance securities and insurance shall be provided for the maintenance period.
- ~~18.14.~~ All project design and construction shall be in compliance with the Americans with Disabilities Act (ADA) and California Title 24. City of Lodi Standard Plans are in the process of being revised and it should not be assumed that current standard plans are fully ADA compliant. Project compliance with ADA standards is the Developer's responsibility.
- ~~19.15.~~ The City of Lodi is a participant in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). An application for evaluation of the project site with respect to SJMSCP requirements shall be submitted to the San Joaquin Council of Governments (SJCOG) prior to commencement of any clearing, grading or construction activities on the project site. Is an application to SJCOG required given there is an established fee?
- ~~20.16.~~ The developer shall dedicate all public utility easements required by the various utility companies and the City of Lodi.
17. All property dedicated to the City of Lodi shall be free and clear of all liens and encumbrances and without cost to the City of Lodi and free and clear of environmental hazards, hazardous materials or hazardous waste. Developer shall prepare and submit a hazardous materials report and shall indemnify the City against any and all hazardous materials and/or ground water contamination for all property/easements dedicated to the City.
21. In order to assist the City of Lodi in providing an adequate water supply, the Owner/Developer on behalf of itself, its successors and assigns, shall enter into an agreement with the City that the City of Lodi be appointed as its agent for the exercise of any and all overlying water rights appurtenant to the proposed Vineyard Terrace

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~~Residential subdivision, and that the City may charge fees for the delivery of such water in accordance with City rate policies. In addition, the agreement shall assign all appropriate or prescriptive rights to the City. The agreement will establish conditions and covenants running with the land for all lots in the subdivision and provide deed provisions to be included in each conveyance. Not the correct project.~~

~~22-18.~~ As required by the California Green Building Code (CALGreen), project shall participate in the Construction and Demolition Recycling Program.

~~23.~~ Prior to any work within City Right-of-Way, the applicant shall obtain an encroachment permit issued by the Public Works Department.

~~24-19.~~ All existing survey monuments are to be preserved per California Senate Bill 1467. It is the applicant's responsibility to ensure that monuments are properly protected and/or perpetuated. If any of the monuments are to be disturbed or are near the area of construction, a licensed surveyor must confirm that the monuments have been protected and/or perpetuated and the appropriate documentation has been recorded.

~~25-20.~~ Annexation to Community Facilities District 2007-1 (Public Services) to cover the cost of providing various City services is required. Annexation shall be complete prior to final map filing. All costs associated with annexation to the Community Facilities District shall be the responsibility of the developer. OK

~~26-21.~~ Submit final map per City and County requirements including the following:

- a) Preliminary title report including copies of all referenced exception documents.
- b) Waiver of access rights at:
 - i) All lots adjacent to Stockton Street.
- c) Waiver of vehicular access rights at:
 - i) Lots 1 and 150 adjacent to Street D.
 - ii) All lots adjacent to Stockton Street.
- d) Standard note regarding requirements to be met at subsequent date. What does this mean?
- e) Subdivision Map Guarantee.
- f) Annexation to Community Facilities District

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~~27-22.~~ Obtain the following permits:

- a) Grading Permit issued from the City of Lodi Building Department.
- b) Building Permit issued from the City of Lodi Building Department for the walls in excess of seven (7) feet in height.
- c) Encroachment Permit issued from the City of Lodi Public Works Department for any work within the City's public right of way or on existing public water, wastewater and storm drain infrastructure.
- d) San Joaquin County well/septic abandonment permit (if needed).
- e) NPDES Construction General Permit (SWPPP).
- f) San Joaquin Valley Air Pollution Control District (SJVAPCD) permits.

~~28-23.~~ Payment of the following fees:

- a) Filing and processing fees and charges for services performed by City forces per the Public Works Fee and Service Charge Schedule.
- b) Water meter installation fees at the time of building permit issuance for each parcel.

- c) Regional Transportation Impact Fee (RTIF) at the time of building permit issuance.
 - d) Encroachment Permit fee.
 - e) ~~Habitat Conservation Fee.~~
 - f) ~~Stormwater compliance inspection fee prior to map filing or commencement of construction operations, whichever occurs first.~~
 - g) ~~Annexation into the new City of Lodi Community Facilities District – Estimated at \$10,000 prior to recording the final subdivision map. The annexation process generally requires 2-3 months to complete.~~
 - h) ~~Neighborhood Park mitigation fee if any. Do we get credit for park improvements and dedication of land?~~
 - i) ~~Reimbursement fees per any approved agreements.~~
29. ~~Payment of the following fee prior to temporary occupancy or occupancy of the building unless noted otherwise:~~
- a) ~~Development Impact Mitigation Fees per the Public Works Fee and Service Charge Schedule at the time of final inspection of the homes.~~
 - b) ~~County Facilities Fees.~~
- ~~The above fees are subject to periodic adjustment as provided by the implementing ordinance/resolution. The fee charged will be that in effect at the time of collection indicated above. These are not map conditions.~~
- 30.24. ~~Additional comments and conditions will be provided during the improvement plans review process when more detailed plans are available. Conditions cannot be added after the discretionary approval is granted.~~

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Lyman Chang
City Engineer / Deputy Public Works Director

LC/ktvk

cc: Assistant Engineer, Kiriu
Senior Engineer Technician, Wiman

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Marcus LoDuca

Subject: FW: 8/12/20 PC agenda Item 4A, Tentative Tract Map for 150 lots

From: Chris Robles <chrisroblesconsulting@gmail.com>

Sent: Wednesday, August 12, 2020 7:00 PM

To: Planning Commission Comments <pccomments@lodi.gov>; John Della Monica <jdellamonica@lodi.gov>

Cc: Land Development Team <Landteam@tricommercial.com>; Lyman M Chang <lchang@lodi.gov>

Subject: Re: 8/12/20 PC agenda Item 4A, Tentative Tract Map for 150 lots

Thank you Kari much appreciated.

Chris Robles

Cell 916-759-5940

chrisroblesconsulting@gmail.com

From: Kari Chadwick <kchadwick@lodi.gov> on behalf of Planning Commission Comments <pccomments@lodi.gov>

Sent: Wednesday, August 12, 2020 6:21:48 PM

To: chrisroblesconsulting@gmail.com <chrisroblesconsulting@gmail.com>; John Della Monica <jdellamonica@lodi.gov>; Planning Commission Comments <pccomments@lodi.gov>

Cc: Land Development Team <Landteam@tricommercial.com>; Lyman M Chang <lchang@lodi.gov>

Subject: RE: 8/12/20 PC agenda Item 4A, Tentative Tract Map for 150 lots

Thank you Mr. Robles. Your comments will be forwarded to the Planning Commissioners and made a part of the record.

Kari Chadwick

Administrative Assistant

Community Development

209-333-6711 or 209-269-4527

From: chrisroblesconsulting@gmail.com [<mailto:chrisroblesconsulting@gmail.com>]

Sent: Wednesday, August 12, 2020 6:20 PM

To: John Della Monica; Planning Commission Comments

Cc: Land Development Team; Lyman M Chang

Subject: 8/12/20 PC agenda Item 4A, Tentative Tract Map for 150 lots

Dear Planning Commission Chair Cummins and Planning Commissioners:

On behalf of the Developer who holds the options to purchase the Tentative Tract Map for 150 lots in the northwest quadrant of Reynolds Ranch we request that the attached modified conditions of approval be incorporated into the project conditions. The revisions requested are of great importance to us to ensure that we have clarity in the development obligations requested by the City and to ensure that we deliver on the City's expectations. If the condition modifications cannot be incorporated into the project at tonight's meeting we request that this item be continued to allow the project developer to work with staff to resolve the outstanding issues with the conditions of approval.

Thank you for your consideration.

Best regards,

Chris Robles

President



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Re-Set Public Hearing from September 2, 2020 to September 16, 2020 to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and Approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett)

MEETING DATE: September 2, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Re-set public hearing from September 2, 2020 to September 16, 2020 to consider adopting a resolution approving the Planning Commission's recommendation to authorize 39 low-density and 111 medium-density 2020 residential Growth Management Allocations and approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett).

BACKGROUND INFORMATION: As part of the City's Growth Management program, the Planning Commission reviews allocation requests for new housing developments. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On August 12, 2020, the Planning Commission held a public hearing regarding a request from Dennis Bennett for a 2020 Residential Growth Management Development Allocation for a residential subdivision in Reynolds Ranch. Mr. Bennett is requesting 39 Low-Density and 111 Medium-Density Residential Growth Management Allocations for the proposed 150-unit subdivision.

On August 20, 2020 JAS Real Properties Development Lodi LLC filed an appeal of the decision of the Planning Commission forcing the delay in the hearing until the appeal hearing can be scheduled.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

John R. Della Monica Jr.
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Presentation on the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan and Adopt A Resolution Supporting Plan

MEETING DATE: September 2, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Receive Presentation on the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan and Adopt A Resolution Supporting Plan.

BACKGROUND INFORMATION: The San Joaquin Continuum of Care (SJCoC) adopted the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (2020 Strategic Plan) in June and has made it available for review, comment, and adoption by local jurisdictions and associations, including the City of Lodi.

Timeline

The final draft of the 2020 Strategic Plan was adopted unanimously by the SJCoC Board of Directors on June 11, 2020. Other key milestones of the plan development include:

- On February 6, 2018, the Stockton City Council voted unanimously to allocate \$50,283 in General Funds to support the Program Administrator – Homeless Initiatives position reporting to the County Administrator. These funds were set aside to cover a potential shortfall in funding for the position. Because the County Administrator’s Office was successful in securing necessary funding for the position without the need for City support, the City of Stockton allocation reverted to the General Fund.
- On May 21, 2019, the Stockton City Council voted unanimously to reallocate \$50,000 of the funds previously allocated for the Program Administrator – Homeless Initiatives to provide a portion of funding for the development of a homelessness strategic plan.
- July 3, 2019, as part of the process to develop the plan and following a request to the San Joaquin Continuum of Care (SJCoC) Board of Directors from the Office of Mayor Michael Tubbs, the SJCoC Board recommended the selection of Homebase and approved the use of a direct State allocation of funds to the SJCoC through the California Emergency Solutions and Housing program to match the City of Stockton’s allocation. The SJCoC also agreed to work with Homebase to develop the plan through the Strategic Planning Committee and the Collaborative Applicant.
- On September 17, 2019, the Stockton City Council approved Homebase as the consultant for the strategic plan and authorized payment.
- On October 1, 2019, Homebase initiated contact with the SJCoC and began gathering information to develop the plan.

APPROVED: _____
Stephen Schwabauer, City Manager

- On December 4, 2019, Homebase hosted an all-day “summit” attended by over 140 stakeholders from throughout San Joaquin County to survey attendees, facilitate discussion and seek feedback on key aspects of the draft plan.
- Between January 1 and May 30, 2020, Homebase facilitated several meetings of the SJCoC Strategic Planning Committee and key stakeholders from City of Stockton and County of San Joaquin to finalize the document for presentation to the Board of Directors. During this process, the plan was revised multiple times based on feedback and discussion including representatives from City of Stockton, County of San Joaquin, the SJCoC, and stakeholders from Lodi, Tracy, Manteca, and Community Based Organizations working in homelessness in San Joaquin County.
- On May 26, 2020, the Strategic Planning Committee forwarded the final draft to the SJCoC Board of Directors with a recommendation to adopt; the plan was adopted unanimously at the following meeting.

Goals and Strategies

As designed, Plan delineates three broad goals to address homelessness, along with three strategies to achieve each goal:

Goal 1: Establish a Coordinated and Engaged Regional System

- o Create Shared Processes
- o Improve Data Collection
- o Educate the Community

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services

- o Expand Low-barrier Shelter
- o Invest in Prevention and Diversion
- o Expand Outreach

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing

- o Increase Affordable Housing
- o Invest in Landlord Engagement and Navigation
- o Expand Supportive Services

Multiple measures for success are also associated with each goal. For example, one measure of success under Goal 3 indicates that veteran homelessness reaches “functional zero” by the 2025 Point-In-Time Count. This measure intentionally reflects the goal already set by the San Joaquin County Board of Supervisors and the Stockton City Council at the Joint Meeting on Homelessness of May 30, 2019. Other key measures associated with each goal include:

Goal 1 Strategies

- HMIS collects intake, assessment, and exit data to allow for coordination and tracking as people exit homelessness and/or return to homelessness.
- All stakeholder groups – the County, cities, Continuum of Care, service providers, and community-based organizations – have adopted the Strategic Plan.
- A shared funding process/advisory board has been put in place, with representatives from the County, cities, Continuum of Care, health care systems, VA and other federal partners, service providers, and community-based organizations.

Goal 2 Strategies

- By 2025, 200 new housing-focused low-barrier shelter beds are available to people experiencing homelessness in San Joaquin County (The beds may be in congregate or non-congregate shelter settings, as public health needs dictate).
- The 2025 Point-in-Time County will show that the number of unsheltered households in San Joaquin County is less than 50% of the 2019 Count.

- Annually reduce by 10% the number of households that return to homelessness in 6 months after exiting to permanent housing from a Transitional Housing, Rapid Rehousing, or Permanent Supportive Housing program.

Goal 3 Strategies

- The County and its 4 largest cities initiated at least 1 new pilot project to test efficacy of nonconventional housing options, including shared or modular housing
- The County and its 4 largest cities created or adopted 1 new policy that waives fees, increases density, or changes zoning laws to facilitate new and affordable housing construction or rehabilitation.
- HMIS collects the time between assessment for services and placement into a transitional or permanent housing program.

All of the goals, strategies, and measures of success included in the Plan were the direct result of a broad, months-long coordinated effort to engage over 200 stakeholders County-wide and, importantly, includes contributions and perspectives from those who were formerly or are currently homeless. Each goal, strategy, and measure for success includes narratives which explain and explore community feedback and the reasons for inclusion in the Plan, the evidence-based practices which the items are based upon, potential roles and responsibilities of local stakeholders, comparative analyses of established local systems addressing homelessness pertinent to each goal and strategy, and priorities for funding based on community feedback. These narratives, along with all of the contents of the Plan, were painstakingly reviewed and edited by contributors from San Joaquin County, City of Stockton and the SJCoC through six distinct drafts before ultimately being recommended to the SJCoC Board of Directors for approval. The City of Lodi has volunteer representatives on the SJCoC Board of Directors. As stated in Goal 3 above the waiving of fees and zoning changes, staff will evaluate the cost benefit of these proposed changes before bringing to the City Council or taking action on a project or service.

Implementation of Plan

One of the central requests from the group working with Homebase was that the final Plan document be “actionable” and include not just a series of suggested strategies and unrelated narratives, but a crosswalk of guidance on how each step of the plan might best be implemented, and by whom, based on feedback from the community and the evidence-based best practices the expert staff at Homebase brought with them to the project. This request also contemplated, to the extent possible, a demonstration of how the individual aspects of the plan could be integrated together to form a cohesive regional strategy. This desire was indicative of the understanding that funding programs such as HEAP, CESH, and HHAP would be a primary driver of Plan implementation: these funding programs require regional collaboration in order to access funds, and it is expected that most if not all future available homelessness funding will include similar requirements around regional collaboration. As a result, included in the Plan is a 9-page “Implementation Addendum” which serves this purpose and provides guidance across a five-year process. The Implementation Addendum breaks down each strategy into approximately ten steps, categorized into “Year 1” and “Years 2 – 5”. Each groups of steps also includes associated “responsible parties” and “stakeholders” to provide general suggestions regarding who might be the most appropriate groups to lead specific initiatives.

Development of the plan was paid for through a budget allocation from the City of Stockton as well as a matching grant from the San Joaquin Continuum of Care through a direct allocation to the SJCoC of State California Emergency Solutions and Housing program funds. Costs to the County associated with implementing the plan will depend upon City Council direction. Implementing the plan will involve staff time associated with directing State and Federal grant funds for homelessness. It is important to note that the Plan is a “roadmap” of guidelines and suggestions developed from community feedback, and should be implemented by City staff only in alignment with City direction and to the extent that funds are available. Implementation of the plan may involve varying degrees of commitment of City

resources depending on numerous factors which should be thoughtfully considered before moving forward. Possible aspects of implementation could involve the development and distribution of Scopes of Work, Requests for Proposals, and Notices of Funding Availability.

The City of Lodi is experiencing a crisis with its homeless population. Over the last few years, the City has seen an increase in the number of sheltered and unsheltered homeless individuals. Many of Lodi's unsheltered homeless individuals face challenges with mental illness and addiction; plus, those in temporary shelters have difficulty finding affordable and safe permanent housing. The City's Committee on Homelessness meets monthly to look for solutions among members and collaborates with the SJCoC on homeless initiatives. Beginning in 2017, the City Police Department's Homeless Liaison Officer and several volunteers have provided one-on-one assistance to those facing homelessness as well. In an attempt to address this crisis collectively, the City held a town hall meeting in October 2018 to gather various stakeholders and residents to discuss issues and solutions. The City staff pursues grant funds for increased housing and service for Lodi's homeless and at-risk of homeless. Staff recommends that City Council approve this regional homeless strategic plan in order to continue all these above efforts and through further regional collaboration and specific strategies to help reduce homeless in Lodi.

FISCAL IMPACT: This action will have no fiscal impact at this time.

FUNDING AVAILABLE: Not applicable

John R. Della Monica, Jr.
Community Development Director

Attachments:

- A. Resolution
- B. San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL SUPPORTING
SAN JOAQUIN COMMUNITY RESPONSE TO
HOMELESSNESS – 2020 SAN JOAQUIN STRATEGIC PLAN

=====

WHEREAS, in October 2019, the City of Stockton and San Joaquin Continuum of Care (SJCoC) began work on a regional homeless strategic plan through the assistance of a consultant, Homebase, called the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (Plan); and

WHEREAS, on December 4, 2019, Homebase hosted an all-day “summit” attended by over 140 stakeholders from throughout San Joaquin County to survey attendees, facilitate discussion, and seek feedback on key aspects of the draft plan; and

WHEREAS, between January 1 and May 30, 2020, Homebase facilitated several meetings of the SJCoC Strategic Planning Committee and key stakeholders, including the City of Lodi, to finalize the document for presentation to the SJCoC Board of Directors; and

WHEREAS, on May 26, 2020, the Strategic Planning Committee of the SJCoC forwarded the final draft to the SJCoC Board of Directors with a recommendation to adopt; the plan was adopted unanimously at the following meeting on June 11, 2020; and

WHEREAS, the strategic plan delineates three broad goals to address homelessness, along with three strategies to achieve each goal and a five-year implementation plan with specific guidance on responsible parties, stakeholders, and funding opportunities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby support the final Plan.

Dated: September 2, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020, by the following vote:

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

JENNIFER CUSMIR
City Clerk

The San Joaquin Community Response to Homelessness

2020 SAN JOAQUIN COUNTY STRATEGIC PLAN



ACKNOWLEDGEMENTS

This strategic plan was drafted by Homebase on behalf of the San Joaquin Continuum of Care. Homebase would like to thank the membership of the CoC's Strategic Planning Leadership Committee for their partnership throughout the process of developing this plan. Special thanks to San Joaquin County, the City of Stockton, the Housing Authority of San Joaquin County, and Central Valley Low Income Housing Corp. for their assistance with gathering information and providing feedback, and to the many service providers, local government staff, and people experiencing homelessness who were interviewed for this plan, for sharing their experiences and providing invaluable insight.

EXECUTIVE SUMMARY



The San Joaquin community is able to address the homelessness crisis it faces. It will require a collaborative effort to develop a formal coordinated system that functions throughout the region. It will require a focus on solutions that can be measured and impactful. It will require significant investment in housing-first focused services that increase shelter beds and provide successful transitions to long-term permanent housing.



San Joaquin has already done a great deal to address homelessness. Since 2015, the community has adopted a Housing First approach in many programs, working to ensure households can access low-barrier housing and services. The region has also increased shelter capacity and initiated dedicated outreach efforts to support unhoused residents through coordination with police departments, County Behavioral Health, the faith-based community, and local businesses and residents. In addition, local legislation has been amended to encourage innovative solutions to building permanent housing, such as permitting and providing “off the shelf” Accessory Dwelling Unit projects. Each of the many jurisdictions in San Joaquin, including the County, the Continuum of Care, and the cities within, have aggressively pursued new resources and opportunities to collaborate. Scheduled to open in October, Turnpike Commons represents a creative solution to develop manufactured homes with wraparound services for nine families through a partnership between the Housing Authority of San Joaquin, STAND Affordable Housing, Central Valley Housing, and Stockton Shelter for the Homeless. Efforts like these have established a strong foundation upon which the community can build.

Yet, homelessness continues to increase in San Joaquin County and across California. The need is urgent. Homelessness is a community priority; it impacts everyone, from our neighbors who are unstably housed to those who have already fallen into homelessness, to our first responders and business community, to all who will benefit from community-wide strategies that systemically and effectively resolve homelessness. Together we must coordinate key resources available across all sectors of the community. We are on a precipice and now is the time to focus on meaningful solutions, rather than simply addressing the symptoms.



The Strategic Plan: “The San Joaquin Community Response to Homelessness,” provides a set of goals tailored for our community that have been proven to be successful. It is a roadmap of how to address homelessness, based on local needs and strategies and tactics that work. To effectively address the crisis, the entire community — every corner of the county — needs to participate in solutions and build on the collaborative effort that produced this comprehensive plan. Proactive and evidenced-based solutions are far less costly, far more humane, and the only way to create a system that effectively responds to homelessness.

The Goals for the Community are Clear:



Goal 1: Establish a Coordinated and Engaged Regional System



Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services



Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing

As the housing crisis in California deepens, more and more San Joaquin County residents are just one paycheck or medical crisis away from losing their housing. This reality has only magnified in the wake of the COVID-19 global pandemic, which took a greater toll on San Joaquin County than many other communities in California. Building on what is already working well, the community is poised to take further steps to reduce and prevent homelessness. In some circumstances, it may only require a small intervention to prevent hundreds more people from becoming homeless — whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget. In other situations, it will require a concerted effort to provide shelter, supportive services, and a path to long-term permanent housing. The timing is ripe to invest in San Joaquin to ensure we have a robust and responsive system that can lift up individuals and families as they confront housing, health, and employment instability. We must ensure that our neighbors can find their way back to safe, secure, and thriving homes.

Adopters of the 2020 San Joaquin County Strategic Plan include:

- San Joaquin Continuum of Care Board of Directors (June 11, 2020)

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INTRODUCTION

In August 2015, San Joaquin County’s Homeless Task Force began its critical work to address the regional issue of homelessness. In 2016, it officially became a countywide taskforce and commenced meeting on a monthly basis. The Task Force meetings were widely attended, with over 50 organizations actively participating. By the end of 2016, the Task Force proposed a suite of policy recommendations to the County Board of Supervisors, which adopted the recommended strategic priorities early in 2017. One year later, the Board of Supervisors adopted a set of final policy recommendations from the Task Force, and by 2019, a formal governance structure was put in place to continue this critical work. During that time, local partners have made great strides in developing a system to respond to homelessness and reduce its impact on the community, but there is much work to be done.

While homelessness continues to be an evolving challenge in the San Joaquin region and across California, local accomplishments since 2017 have established an invaluable foundation for continued progress in addressing homelessness.

ACHIEVEMENTS

- ✓ *Grew collaboration among cities and the County regarding homelessness issue*
- ✓ *Provided over 1,000 units annually of permanent supportive housing and rapid rehousing*
- ✓ *Founded the Ready to Work program as a nonprofit*
- ✓ *With the addition of the City of Stockton to the top 13 Cities in California, secured more than \$7 million to support homelessness efforts, including trailers*
- ✓ *Stockton City Council prioritized homelessness and affordable housing, adopting ordinances supporting accessory dwelling units (ADUs) and creating a housing pipeline with over 500 units*
- ✓ *Submitted through San Joaquin County, a Continuum of Care grant request to support a Homelessness Initiatives staff position*

✓ Secured \$18.5 million over 5 years for the County's Whole Person Care initiative and collaborated with key health care and community partners (including Gospel Center Rescue Mission, Dignity Health, Kaiser Permanente, Sutter Health, and Community Medical Centers) to advance initiatives aimed at addressing homelessness, including:

- Funding new beds at Gospel Center Rescue Mission;
- Creating a County Housing Pool that can accept donations; and
- Developing a recuperative care program.

✓ Fostered a collaboration between San Joaquin County Behavioral Health Services and the Housing Authority of San Joaquin in which \$3.5M in Mental Health Services Act funds were dedicated to acquire, construct, and renovate housing units for seriously mentally ill individuals, plus an additional \$500k for a capitalized operating subsidy reserve, including:

- 39 new units at Crossway Residences
- A long-term partnership between the County and the Housing Authority to develop new project-based housing units under the "No Place Like Home" program

✓ Fostered a collaboration between San Joaquin County Behavioral Health Services and Sacramento Self-Help Housing which dedicated \$6.5M in Mental Health Services Act funding over five years to:

- Create housing opportunities for adults with serious mental illnesses
- Develop 12 to 18 scattered site houses via master leases (with an average of four consumers per unit)

✓ Supported a collaborative program between San Joaquin County Behavioral Health Services and Community Medical Centers to engage and serve 1,000 at-risk individuals with mental illness and/or substance use disorders, including:

- \$6.0M over 3 years to support substance withdrawal management services and medication-assisted treatment
- \$8.2M Mental Health Services Act Innovation funding for behavioral health assessments and services
- Coordination with law enforcement to deflect public inebriates and others away from jail and into program services.

Initiated public health efforts, including:

- ✓ ○ *Dedicated \$100k for Public Health Services to perform rapid syphilis testing at homeless encampments SECURED*
- *A minimum of 200 unduplicated clients will be tested along with follow-up treatment services*
- *City of Stockton has added two new positions to the Housing and Homelessness Division*

✓ *Added 100 Emergency Shelter Winter beds in 2019*

Despite these significant steps forward, homelessness in San Joaquin County – and across California – is continuing to rise, due to high rates of poverty and escalating costs of housing. Without meaningful, coordinated action, homelessness will continue to grow, as more of our community members lose their housing and are unable to overcome the barriers to exiting homelessness.

On a given night in 2019, there were 2,631 men, women and children experiencing homelessness in San Joaquin County, with 1,558 of those people living unsheltered on the streets, in vehicles, or in encampments. More than 83% of these individuals had their last stable residence in San Joaquin County.

While there are many reasons San Joaquin County residents may fall into homelessness – reduced work hours, medical bills or an unexpected expense, loss of a relative, or mental health issue – these members of the community are living without stable housing or the support to regain it.

The Strategic Plan is based on the latest in available data and established best practices to provide an ambitious but achievable roadmap for meaningfully addressing homelessness in San Joaquin County. It represents the input of numerous stakeholders, including the private and public sectors, homeless service providers, public health and behavioral health experts, and representatives of law enforcement, among many others.

OUR SHARED LANGUAGE: A GLOSSARY OF TERMS

At risk of homelessness is a status given to individuals and their families who do not meet HUD definitions of homelessness but have unstable housing and inadequate income and resources, or that are a child or youth defined as a homeless under other federal statutes.¹

Chronically Homeless is when a person has been homeless for at least a year, either 12 months consecutively or over the course of at least 4 separate occasions in the past 3 years. To be chronically homeless, the individual or head of household must also have a disability.

Community Development Block Grant (CDBG) is a flexible program run by the federal Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs.

Continuum of Care (CoC) is the group organized to carry out the responsibilities prescribed in the CoC Program Interim Rule for a defined geographic area. A CoC is composed of representatives of organizations including: nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons. Responsibilities of a CoC include operating the CoC, designating and operating an HMIS, planning for the CoC (including coordinating the implementation of a housing and service system within its geographic area that meets the needs of the individuals and families who experience homelessness there), and designing and implementing the process associated with applying for CoC Program funds.

CoC Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

CoC Program Interim Rule focuses on regulatory implementation of the CoC Program, including the CoC planning process. The CoC Program was created through the McKinney-Vento Homeless Assistance Act as amended by the HEARTH Act of 2009.

¹ See 24 C.F.R. § 576.2 for complete definition of “at risk of homelessness” under the Emergency Solutions Grant Program.

Coordinated Entry System (CES) provides a centralized approach to connect the region's most vulnerable homeless residents to housing through a single community-wide assessment tool and program matching system.

Congregate Shelters are facilities with overnight sleeping accommodations, in shared quarters, the primary purpose of which is to provide temporary shelter for the homeless.

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

Emergency Shelter is any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Emergency Solutions Grants (ESG) provides funds to assist people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

Functional zero is when the number of homeless households, whether sheltered or unsheltered, is no greater than the monthly housing placement rate of homeless households.

Homeless is defined in four categories: (1) individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (2) individuals and families who will imminently lose their primary nighttime residence; (3) unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; and (4) individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

Homeless Housing, Assistance and Prevention (HHAP) Program is a \$650 million one-time block grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.

Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each CoC is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

Housing First is a well-accepted, national, evidenced-based best practice that eliminates barriers to housing, ensuring individuals and families can exit homelessness as quickly as possible. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to

permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

Low-barrier shelters include fair and equitable policies that provide the greatest access to residents, while still protecting the safety of staff and other residents. Low-barrier shelter has a minimum number of expectations placed on people who wish to stay there. The aim is to have as few barriers as possible to allow more people access to services. For example, residents are allowed to bring their pets and possessions, to live with their partners, and do not have to exit the shelter each morning. They are not expected to abstain from using alcohol or other drugs, so long as they do not engage in these activities in common areas of the shelter and are respectful of other residents and staff. Low-barrier facilities follow a harm reduction philosophy.

Navigation Centers are “housing-focused” facilities that provide shelter and comprehensive onsite services to support participants to exit homelessness permanently. See [below](#) for more information.

No Place Like Home is a California-based funding program that supports communities as they develop permanent supportive housing for individuals living with serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

Non-congregate shelters are sheltering solutions that provide overnight sleeping accommodations with individual quarters, such as hotels, motels, and dormitories.

Permanent Supportive Housing (PSH) provides long-term housing with intensive supportive services to persons with disabilities. These programs typically target people with extensive experiences of homelessness and multiple vulnerabilities and needs who would not be able to retain housing without significant support.

Prevention is a strategy intended to target people who are at imminent risk of homelessness (whereas diversion usually targets people as they are initially trying to gain entry into shelter).

Rapid Rehousing (RRH) provides housing subsidies and tailored supportive services for up to 24-months, with the goal of helping people to transition during that time period to more permanent housing. RRH is funded primarily through CoC and ESG programs, CalWORKs, CDBG, HOME, and SSVF.

Supportive Services include assistance applying for benefits, mental health and substance use services, outpatient health services, information and referral services, child care, education, life skills training, employment assistance and job training, housing search and counseling services, legal services, outreach services, transportation, food assistance, risk assessment and safety planning (particularly for individuals and families experiencing domestic violence), and case management services such as counseling, finding and coordinating services, and monitoring and evaluating progress in a program.

Transition Age Youth (TAY) are persons between age 18 and 24 who are transitioning from childhood to adulthood.

Transitional Housing (TH) provides temporary housing accommodations and supportive services. While many households benefit most from direct connections to permanent housing programs such as RRH or PSH (which are often more cost-effective over the long term), transitional housing can also be an effective support. In particular, certain subpopulations, such as people fleeing domestic violence and transitional age youth, can meaningfully benefit from a transitional housing environment.

STRATEGIC PLAN OVERVIEW

PLANNING PROCESS

This strategic plan reflects feedback and input from hundreds of community members, developed over a six-month community process. The strategic planning process included:



- An **environmental scan** of existing reports, data and research about San Joaquin County, the cities in the region and the health and economic well-being of the community, including homelessness and the system of care;



- **Stakeholder interviews** with representatives from cities, County agencies, federal agencies (including VA), health care systems, law enforcement, community-based organizations, service providers, and faith-based organizations;



- **Focus groups** with direct service providers and people with lived experience of homelessness;

- A **Community Summit** with more than 130 elected officials, County staff, City staff, service providers, community-based organizations, law enforcement, faith-based organizations, and individual community members;

- **CoC Strategic Planning Leadership Committee meetings** focused on increasing housing, solutions to addressing unsheltered homelessness, public communications and engagement, and strengthening supportive services for people experiencing homelessness; and



- A series of **presentations and discussions** at public meetings.

VISION STATEMENT

Through the planning process, the community developed the following **vision statement**:

.....
We envision a future in which homelessness in San Joaquin County will be rare, brief, and non-recurring, supported by a robust homeless crisis response system. People experiencing homelessness will be empowered through a responsive, nimble, housing-focused system that provides effective, supportive, and humane services and housing, efficiently leveraging public and private resources.
.....

The goals and strategies in this plan are all designed to put San Joaquin County on the path to achieving this shared vision, inspiring action and guiding overall long-term thinking and decision-making.

PARTNERS IN ENDING HOMELESSNESS

The San Joaquin County region benefits from a strong network of formal and informal partnerships to address homelessness. Key partners, all of whom were involved in developing this Strategic Plan, include people with lived experience of homelessness, service providers, and local leaders who worked together to set the vision for shared goals and strategies.

Planning Coordination and Leadership. The development of this plan has been guided by the leadership of the San Joaquin County Continuum of Care (CoC) Strategic Planning Committee, in partnership with the City of Stockton and San Joaquin County.

Strategic Planning Partners. Together, the San Joaquin community has leveraged invaluable partnerships and cross-community coordination to respond to homelessness and develop the next steps described in this Strategic Plan.

The following is a non-exhaustive list of partners actively engaged in addressing homelessness in San Joaquin County:

AmeriCorps
Bags of Hope
Breakthrough Project for
Social Justice
Builders Industry Association
Business Council San Joaquin
County
California Department of
Motor Vehicles
Calvary Living Well Ministries
Care Link
Catholic Charities of the
Diocese of Stockton
Central Valley Low Income
Housing Corporation
City of Escalon
City of Lathrop
City of Lodi
City of Manteca
City of Ripon
City of Stockton
City of Tracy
Civic Pride Independent
Academy
Community Medical Centers
County of San Joaquin
Delta Humane Society

Dignity Health St. Joseph's
Medical Center
Disabled American Veterans
Charities of San Joaquin
County
Downtown Stockton Alliance
Episcopal Church of St. John
the Baptist
Family Promise of San
Joaquin County
Gleason House
Golden Valley Health Centers
Gospel Center Rescue Mission
Grace Point Church
Grace Presbyterian Church
Gravity Church
Greater Stockton Chamber of
Commerce
Haven of Peace
Hope Family Shelters
Housing Authority of the
County of San Joaquin
Helping Urban Bicyclists
(HUB)
Inner City Action
Knights of Columbus
League of Women Voters of
San Joaquin County

Lodi Committee on
Homelessness
Lodi Community Foundation
Lot of Love and Giving
Love, Inc.
Lutheran Social Services
Manteca Gospel Rescue
Mission
Manteca Unified School
District
Police Departments
Public Works
Ready to Work
Refuge Church
Rotary Club of North Stockton
Rotary Club of Stockton
Salvation Army
San Joaquin County
Behavioral Health Services
San Joaquin Community Data
Co-Op
San Joaquin County
Administrator's Office
(CAO)
San Joaquin County District
Attorney's Office
San Joaquin County
Environmental Health Dept

*San Joaquin County Health
Care Services (HCS)
San Joaquin County Human
Services Agency (HSA)
San Joaquin County Sheriff's
Office
San Joaquin County Whole
Person Care Program
San Joaquin Regional Transit
District
San Joaquin Valley Veterans
Second Harvest
Showered with Love
St. Anne's Church*

*St. John the Evangelist
Episcopal Church
St. Mary's Dining Room
St. Paul Lutheran Church
Stocktonians Taking Action to
Neutralize Drugs (STAND)
Stockton Fire Department
Stockton Host Lion's Club
Stockton Shelter for the
Homeless
The Office of Senator
Cathleen Galgiani
Tracy Community
Connections Center*

*Tracy Interfaith Ministries
U.S. Department of Housing
and Urban Development
U.S. Department of Veteran
Affairs
United Veterans Council of
San Joaquin County
United Way of San Joaquin
County
Venture Academy
Westcare
Women's Center Youth and
Family Service*

HOMELESSNESS IN SAN JOAQUIN COUNTY

HOW MANY PEOPLE ARE EXPERIENCING HOMELESSNESS IN SAN JOAQUIN COUNTY?

Every other year, the San Joaquin County Continuum of Care (CoC) conducts a “Point-in-Time” (PIT) Count of people experiencing homelessness on a single night in January. This count includes those who are unsheltered and living on the street or places not meant for habitation. The PIT Count provides the best data available on the size and characteristics of the homeless population over time.² In 2019, volunteers identified 2,631 individuals experiencing homelessness in San Joaquin County on the night of the count.

The number of people who experience homelessness in San Joaquin County over the course of a year, however, is likely much higher. This is because the PIT Count only measures the number of people who are homeless on a given day and does not account for the many people who fall in and out of homelessness during the remaining 364 days of a given year.

Homelessness in San Joaquin County is an ever-present challenge. Like much of the rest of the State of California, from the 2015 to 2019, the number of people identified as experiencing homelessness has increased dramatically. In San Joaquin County, it has grown from 1,708 to 2,631 individuals, an increase of 56%.

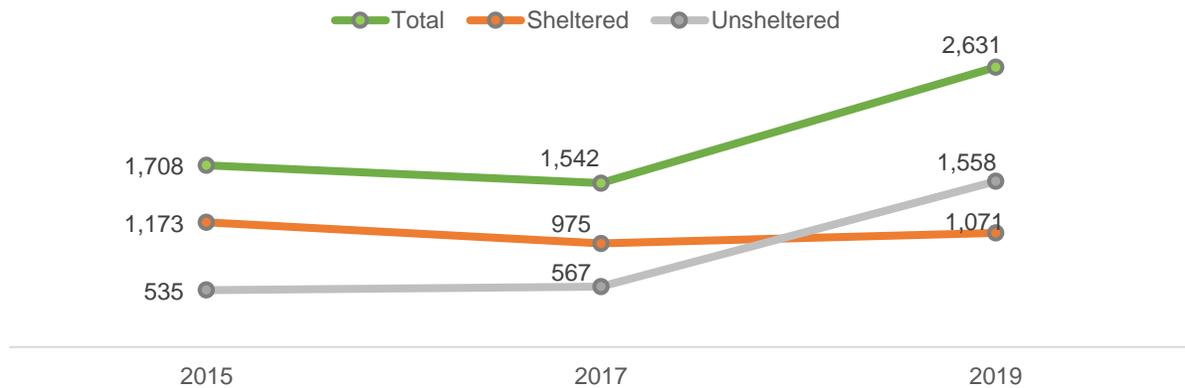
Most troubling of all is the changing distribution of homelessness since 2015. Five years ago, almost 70% of people experiencing homelessness in San Joaquin County were sheltered (1,173), while only 30% (515) were living without a safe place to sleep at night – on the streets, in parks, in cars, and by the river. In 2019, however, more than three times as many people experiencing homelessness are now living without a safe place to sleep at night (1,558 or almost 60% of the total population) and the percent of individuals and families living in shelters has decreased to only 40% (down from almost 70% in 2015).

² All population data in this report is taken from the PIT Counts unless otherwise specified. PIT Count reports can be found on the U.S. Department of Housing and Urban Development website here: <https://www.hudexchange.info/programs/coc/coc-homeless-populations-and-subpopulations-reports/>, or through the San Joaquin County Continuum of Care website here: <http://www.sanjoaquincoc.org/point-in-time-sic/>. The Point-in-Time Count uses a definition of homelessness mandated by the U.S. Department of Housing and Urban Development (HUD). This definition counts people as homeless when they are living in a place not meant for human habitation (such as an encampment, tent, or vehicle), emergency shelters, or transitional housing. People who are doubled up or couch surfing are not counted as homeless under this definition. Except where otherwise noted, the Homeless Management Information System (HMIS) data is consistent with PIT Count data.

However, these numbers cannot be viewed in isolation. Significant improvements to counting methodology greatly improved outreach efforts to locations where those living unsheltered often congregate.

In 2017, the CoC used a census approach, through connection events and limited outreach by approximately 35 volunteers, counting 567 unsheltered homeless individuals. By contrast, in 2019, the decision was made early on to employ more volunteers (401 people from 91 organizations) with a much greater emphasis on outreach to locations where people were living outside. While the results cannot wholly be attributed to an increase in the unsheltered population, or an improved methodology, the outcome remains the same. There are more unsheltered households in San Joaquin than the system can possibly handle in its current state. Creating additional space for those who want to come inside, while increasing access and exits to permanent housing solutions, is essential to support those experiencing homelessness at present and those who may lose housing in the future.

Figure 1. San Joaquin CoC 2015-2019 Homelessness Point-in-Time Count



Source: 2015 CA-511 HUD PIT Report, 2017 CA-511 HUD PIT Report, 2019 San Joaquin CoC Point-in-Time Count

The number of people who are experiencing unsheltered homelessness is highest in Stockton (921 individuals, representing 59% of the community’s unsheltered population). This is not surprising given that Stockton is the largest city in the county and is also the hub for many of the services available in San Joaquin. Manteca has the second highest number of people experiencing unsheltered homelessness (218 or 20%), followed by Tracy (155 or 10%), and Lodi (139 or 9%).³

While homelessness has increased in San Joaquin County, it is not likely due to individuals moving to the area in order to obtain services. In fact, the vast majority – 83% – of those experiencing homelessness were living in San Joaquin County prior to experiencing homelessness.⁴

³ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard. <http://www.sanjoaquincoc.org/wp-content/uploads/2019/09/2019-SJCoC-Point-in-Time-Count-Data-Dashboard.pdf>.

⁴ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard.

Demographic and Subpopulation Trends

Gender

According to the 2019 PIT Count, 63% (1,660) of those experiencing homelessness identified as male, 37% (966) as female, and less than 1% as transgender. Housing and service program data from 2018 shows a slightly different composition by gender identity. Of those identified in the CoC's HMIS, 52% identified as male (6,652), 48% as female (6,147), and less than 1% as transgender (18).⁵ Both the PIT and HMIS data indicate that men make a slightly larger share of those experiencing homelessness in the community. The current capacity to provide men supportive services while in shelter or on the street is extremely limited. Supportive services are critical at every phase of the homeless response system to ensure access to new housing and employment opportunities.

When it comes to families, however, the ratio changes such that females comprise 63% of members of families with children and males comprise only 37% of the population. While households with children led by women have slightly more access to supportive services, the need remains immense.

Households with Children and Unaccompanied Youth

The 2019 PIT count found that 13% of people experiencing homelessness in San Joaquin County were children under 18 years of age (342 out of 2,631), with an additional 5.6% of people experiencing homelessness transition age youth (TAY) between the ages of 18 and 24 years (148 out of 2,631).

The majority of children (98%) were sheltered – living in emergency shelters (88%) or transitional housing (10%). One hundred percent of parenting youth were sheltered, as well. The statistics are quite different, however, for unaccompanied youth. While all parenting youth were able to obtain shelter, more than 6 out of 10 unaccompanied youth (62%) were living without a safe place to sleep. The majority of unaccompanied youth were male (67%). Of those youth living without shelter, close to 1 in 4 were chronically homeless.

Over the course of a year, many more San Joaquin County children experience homelessness than are captured in the PIT Count. Under the federal McKinney-Vento Act, schools are also required to track students experiencing homelessness, using a definition of homelessness that also includes youth who are couch surfing or doubled-up (e.g., with multiple families sharing the same space).⁶ In the 2017-18 school year, San Joaquin County schools reported 4,330 school age children experiencing homelessness under that definition.⁷ Similarly, the PIT count may undercount the number of young adults facing homelessness. The HMIS data for 2018 showed that 8% (1,000) of individuals tracked in the homeless

⁵ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.

⁶ 42 U.S.C. §11434(2)(B), McKinney-Vento Act, U.S. Department of Education.

⁷ See excel spreadsheet, County Office Homeless Liaison Contact List with 2017–18 Enrollment information, line 58, "Homeless Enrolled," California Department of Education, April 25, 2019.

system of care were between the ages of 18 and 24 years old,⁸ many more than were counted as homeless on one night in January 2019.

Older Adults

Consistent with national patterns, the homeless population in San Joaquin County is rapidly aging. Close to 1 out of every 4 people experiencing homelessness in 2019 were at least 55 years old. This number is expected to continue to increase, due in part to the high costs of housing and health care that are increasingly unaffordable.⁹

Older adults who are homeless face unique challenges and often require special support. People experiencing homelessness age more rapidly than others who are housed and older adults with extensive histories of homelessness typically present as much older than their biological age reflects.¹⁰ They may be more challenged with activities of daily living, poor eyesight, balance, and hearing. Older adults are also more likely to suffer from cognitive impairments and are more likely to present with depression. They may require more medical interventions, compared to the general population of people experiencing homelessness. The capacity to serve older adults is also insufficient, as many seniors find themselves facing the outdoors on weekends and other hours when shelters are not accessible. This significantly exacerbates any existing health conditions and only makes it more difficult to find stability.

Race and Ethnicity

Research in California and around the country shows that people of color are more likely to experience homelessness in the U.S. compared to White people; and that Black/African Americans are in particular more likely to experience homelessness.¹¹ San Joaquin's data bears this out. While Black/African Americans make up roughly 8% of San Joaquin's population, they represent 25% of those experiencing homelessness in the 2019 PIT count. They also comprise 38% of the individuals living in families with children who are homeless (202 out of 525). And they make up a striking 50% of parenting youth (8 out of 16) experiencing homelessness. In contrast, while White people are represented in the PIT Count similar to their proportion of San Joaquin's general population, that is not the case when it comes to homeless families with children. Only 46% of individuals from families with children identified as White, compared to 67% of the general population.

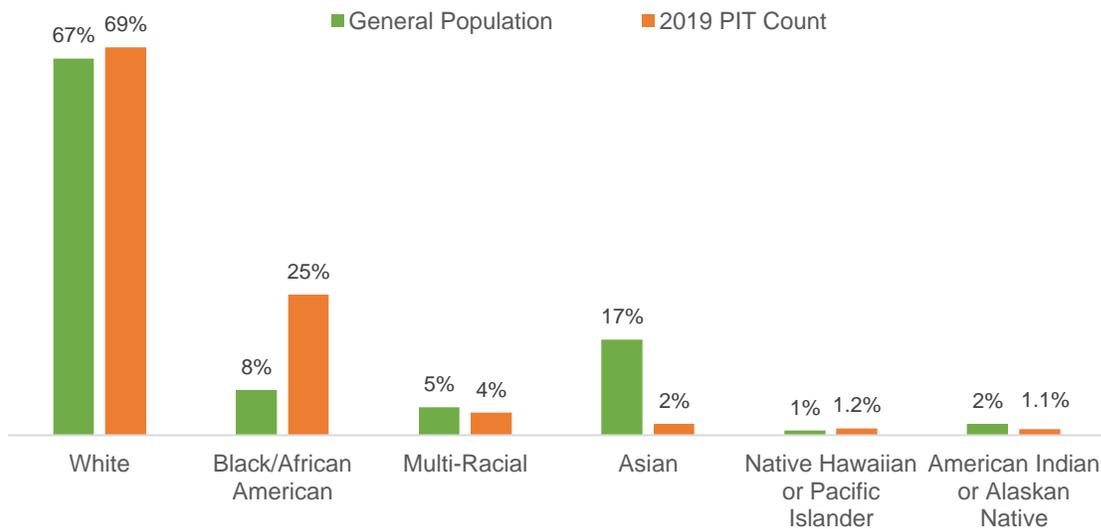
⁸ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.

⁹ Demographics of Homelessness Series: The Rising Elderly Population, April 2010.

¹⁰ Homeless people suffer geriatric conditions decades early; UCSF study shows, UCSF, February 2016.

¹¹ Center for Social Innovation, SPARC: "Phase One Study Findings, March 2018. <https://center4si.com/wp-content/uploads/2016/08/SPARC-Phase-1-Findings-March-2018.pdf>.

Figure 2. Number of People in San Joaquin CoC Experiencing Homelessness by Race



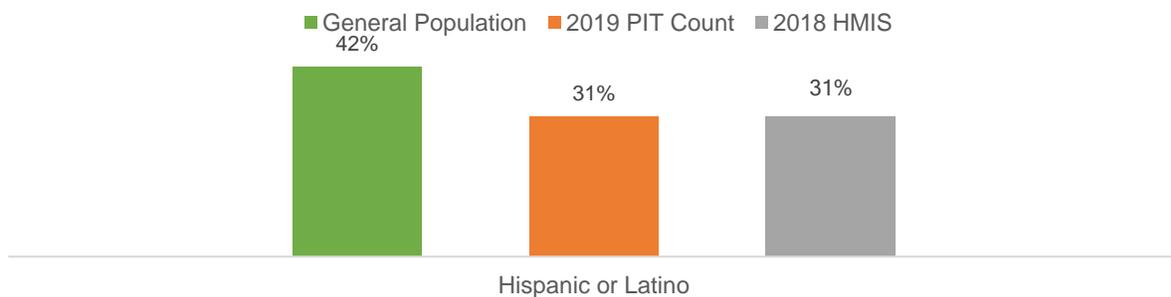
Source: U.S. Census Bureau, QuickFacts San Joaquin County:

<https://www.census.gov/quickfacts/fact/table/sanjoaquincountycalifornia/PST045218>. San Joaquin 2019 PIT Count Dashboard. HMIS Clarity Data, Accessed October 17, 2019.

Note: Percentages will not total 100 due to excluding numbers for "Did Not Answer" or "Refused."

Similarly, while 42% of San Joaquin County residents identify as Hispanic/Latino, this group makes up 31% of the homeless population. A slightly higher margin (36%) of families with children experiencing homelessness identify as Hispanic/Latino.

Figure 3. Number of People in San Joaquin CoC Experiencing Homelessness by Hispanic/Latino Identity



Source: U.S. Census Bureau, QuickFacts San Joaquin County:

<https://www.census.gov/quickfacts/fact/table/sanjoaquincountycalifornia/PST045218>. San Joaquin 2019 PIT Count Dashboard. HMIS Clarity Data, Accessed October 17, 2019.

Mental Illness or Substance Use Disorders

The 2019 PIT count found that 2 out of 3 San Joaquin homeless adults (66%) identified as having a serious mental illness or substance use disorder. Due to the stigma associated with behavioral health issues, this self-reported data may be an undercount. Of those individuals, only 36% had a serious

mental illness, while the remaining 64% experienced a substance use disorder. Contrary to public perceptions, only 24% of homeless individuals indicated that they had a serious mental illness. The San Joaquin demographics are consistent with state level statistics, where 26% of individuals experiencing homelessness throughout California indicate they have a serious mental illness.¹²

For homeless individuals who suffer from a serious mental illness or substance use disorders, more than 8 out of 10 were living without shelter. 84% of those with a serious mental illness had no safe place to sleep, while 83% of those with substance use disorders were also on the street, in the park, or otherwise with no place to go. This demographic only emphasizes the need for supportive services to be maintained at each level of the homeless response system or the same individuals will continue to rely on emergency services rather than receive the targeted care they require.

Chronic Homelessness

A person is considered chronically homeless when they have been homeless for at least a year, either 12 months consecutively, or over the course of at least 4 separate occasions in the past 3 years. To be chronically homeless, the individual or head of household must also have a disability (physical, mental, developmental or living with HIV/AIDS).

Of those counted in the San Joaquin 2019 PIT count, 704 were chronically homeless (27%). Of the 704 chronically homeless, 86% (605) had no place to sleep at night.

People who are considered chronically homeless have often experienced extensive trauma and have severe service needs. While interventions such as Permanent Supportive Housing have been proven to be extremely effective in supporting people experiencing chronic homelessness to regain stable housing, people with extensive histories of homelessness often require intensive service engagement and relationship-building with street outreach and other providers to establish a foundation of trust and rapport to successfully exit homelessness.

Veterans

In the 2019 PIT Count, 153 veterans were identified as experiencing homelessness and 47% of these individuals were unsheltered. In the 2017 Count, 112 veterans were counted as homeless

This is a 37% increase in homeless veteran numbers from 2017. HMIS data for 2018 indicates that 8% of those receiving housing and services in the homeless system of care identified as veterans.¹³ While there are often services dedicated to serving veterans, especially from the federal government and the County, increased coordination with the homeless response system is essential going forward.

¹² San Joaquin County Behavioral Health Services in partnership with the Homeless Initiatives Division of the County Administrator's Office. No Place Like Home Plan. November 2018.

¹³ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.

WHAT HOUSING RESOURCES ARE AVAILABLE?

San Joaquin, like the rest of California, is in dire need of more affordable housing — particularly housing that is available to individuals and families who are most vulnerable and/or earning little to no income. Households in the extremely low-income range, earning 30% or less of Area Median Income (AMI), or roughly \$18,000 per year,¹⁴ are considered the most vulnerable and at risk of homelessness. In San Joaquin County, 36% of occupied housing units are rented, as opposed to owner-occupied. Additionally, the most recent census information indicates that more than 93% of San Joaquin housing was occupied. Moreover, only 1.6% of current housing was built in 2014 or after.¹⁵

Economic conditions for people living in San Joaquin County, are worse than other parts of the State. The unemployment rate in San Joaquin County is 5%, higher than the State unemployment rate.¹⁶ Nearly 1 in 5 of San Joaquin residents were living below the federal poverty line in 2017 (for 2019, that means income of less than \$25,750 for a family of four).¹⁷ In 2017, the average family of four in San Joaquin spent close to \$12,000 a year (\$990 per month) on housing.¹⁸ For 1 in 5 families in San Joaquin County living below the federal poverty level, housing costs made up more than 45% of their income.¹⁹

Across all income levels, 38% of households pay more than 30% of their income toward housing.²⁰ For individuals with the lowest income (known as “Extremely Low Income” or ELI), 76% spend *more than half* of their income on housing. The median monthly asking rent in the county is \$1,532, which requires renters to earn \$29.46 per hour – 2.5 times more than the State minimum wage – to afford rent. Meanwhile, the Public Housing Authority payment standard for a one bedroom (which also covers Section 8 and VASH) is now \$912, and many vouchers are issued for below that amount.

In 2014, the San Joaquin Council of Governments’ Regional Housing Needs Assessment determined that 40,360 housing units were needed by 2023, of which, 23.5% (9,485) would be necessary for very-low income households.²¹ More recently, in May 2019, California Housing Partnership declared that the county needs 25,489 more affordable rental units to meet the increasing demand for affordable housing.²² Affordable housing broadly has not kept up with needs in the county and neither have homelessness housing resources. According to the Housing Inventory Count (HIC), the number of homelessness housing beds in the community (shelter, PSH, and RRH beds) has increased only slightly

¹⁴ Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

¹⁵ Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

¹⁶ Stockton-Lodi Metropolitan Statistical Area (MSA), San Joaquin County, California Employment Development Division, November 15, 2019.

¹⁷ Selected Economic Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

¹⁸ Family Budget Fact Sheets, San Joaquin County, Economic Policy Institute.

¹⁹ San Joaquin County’s Housing Emergency Update, California Housing Partnership, May 2019. <https://1p08d91kd0c03rlxhmhtydpr-wpengine.netdna-ssl.com/wp-content/uploads/2019/05/San-Joaquin-HNR-2019.pdf>

²⁰ Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

²¹ San Joaquin County Council of Governments’ Regional Housing Needs Plan 2014-2023. Adopted August 28, 2014.

²² California Housing Partnership, San Joaquin County’s Housing Emergency Update. May 2019. <https://1p08d91kd0c03rlxhmhtydpr-wpengine.netdna-ssl.com/wp-content/uploads/2019/05/San-Joaquin-HNR-2019.pdf>.

since 2015 (6.5% or 139 beds). The slight increase in HIC beds (139) falls far short of serving the more than 900 additional individuals who newly experienced homelessness during that same time period.

During this time, due to changing federal funding priorities, the number of beds available for transitional housing (TH) decreased (or were converted into rapid rehousing), while board and care facilities shut down, leaving fewer facilities to provide more intensive supportive housing and services for highly vulnerable populations. Board and Care capacity has decreased by 40% since 2015, leaving only 158 beds for all mental health consumers.²³

Creating, rehabilitating, subsidizing, and incentivizing permanent and affordable housing solutions is a central pillar of the San Joaquin regional response. Expanding low-barrier shelters on the front end is a critical and necessary piece of homeless crisis response but building a housing pipeline to create exits from shelter is the solution.

THE CURRENT HOMELESS SYSTEM OF CARE

While there are dozens of organizations throughout San Joaquin that are providing services and support to people experiencing homelessness, there are only two organizations that receive federal funding from HUD through the Continuum of Care (CoC): Central Valley Low Income Housing Corp. and Lutheran Social Services. They provide rental assistance, permanent supportive housing, transitional housing and case management for youth, adults, families, seniors, and veterans. Federal Emergency Solutions Grant (ESG) funding through the City of Stockton and San Joaquin County supports emergency shelter, rapid rehousing, homelessness prevention, HMIS, and other critical services.

These programs serve as an important foundation for the San Joaquin homeless system of care, but the population data above underscores the need to expand capacity of programs through additional resources – a challenge given federal funding constraints that requires investment of local resources.

Figure 4. Housing Inventory Count 2019 - Unit/Bed Capacity

Emergency Shelter (year-round beds)	Transitional Housing	Rapid Rehousing	Permanent Supportive Housing	Total Units/Beds
883	346	262	769	2260

²³ San Joaquin County Behavioral Health Services, No Place Like Home Plan. November 2018.

San Joaquin CoC Supportive Housing Programs



- Permanent supportive housing (PSH) provides housing and supportive services for homeless persons with disabilities; primarily those with serious mental illness, chronic problems with alcohol and drug abuse, or those with acquired immunodeficiency syndrome (AIDS). PSH is established in apartments and scattered sites throughout the County, with supportive services offered and provided by a network of more than 20 community providers.
- The C.A.R.E. Program (Coordinated Agency Response Effort) supports smaller family shelters as they provide continuing supportive services to clients who have moved from shelters to permanent housing. The primary focus is on households with dependent children. Continuing case management services are often, but not always, provided by the shelter where the families previously resided.



- The C.H.A.R.M. Program (Communitywide Homeless Assessment & Resource Management) is the CoC's Homeless Management Information System.
- Hermanas I & II Programs provide rapid rehousing to homeless households with significant substance abuse problems. The focus is on single mothers with dependent children.
- The Homeless to Homes and Horizons Programs provide rapid rehousing and supportive services to homeless families. The programs put an emphasis on the transition from emergency shelter to stable housing.



- Project HOPE Is a program geared towards former foster youth at high risk of homelessness. The program uses scattered site apartments throughout the cities of Stockton and Lodi and offers educational and life skills training.
- The S.P.I.C.E. (Supporting People in a Community Environment) Program offers permanent housing for people with disabilities.

Human Services Agency

San Joaquin County's Human Services Agency (HSA) operates 14 community centers, which provide hot lunch and socialization programs for vulnerable and/or socially isolated adults, many of whom are homeless. HSA also works with homeless and indigent individuals to help them secure health coverage, cash-aid, and/or food assistance. HSA programs include California Work Opportunity and Responsibility to Kids (CalWORKs), Foster Care, CalFresh, General Assistance, Medi-Cal, Adoptions, Child Protective Services, Adult Protective Services, In-Home Supportive Services (IHSS), Refugee Assistance, and the Mary Graham Children's Shelter.

First 5 San Joaquin

In partnership with HSA, First 5 San Joaquin exists to serve and improve the community by fostering the active participation of parents, caregivers, educators and community members. First 5 develops and offers programs benefiting children ages 0 to 5 years old. First 5 San Joaquin provides financial support for critical programs such as health, preschool and literacy programs, to ensure programs effectively meet the needs of families through the following programs: preschool, health education, parent education, home visitation, kindergarten bridge, health and developmental screenings, breastfeeding support services, and health insurance screening and referral.

Behavioral Health Services

The County's Behavioral Health Services provides housing support services for individuals with serious mental illness through rental subsidies, board and care supplemental patches, motel vouchers, and placement in supported residential facilities. MESA funds were used to develop 53 permanent housing units in Stockton and Lodi that are restricted to residents with serious mental illness. Two Mental Health Services Act innovation projects focus on homeless mentally ill individuals: Progressive Housing (45 new scattered-site beds to date) and the Assessment and Respite Center, serving as a friendly front door to behavioral health services for homeless individuals. Mental Health Services Act funds were used to develop 39 new units of project-based housing for the seriously mentally ill adults. Behavioral Health Services also provides a number of homeless outreach and engagement services: the Project for Assistance in Transition from Homelessness (PATH) team, Whole Person Care Behavioral Health Navigation Team, Inspire team, Allies team, and the Law Enforcement Assisted Diversion (LEAD) team, which partners with the District Attorney's Office and the Stockton Police Department. Through these services, people experiencing homelessness are connected to housing and services whenever possible.

Whole Person Care

Whole Person Care (WPC) is a pilot program intended to more effectively coordinate the physical health, behavioral health, and social services needs of the most vulnerable Medi-Cal beneficiaries who are high users of multiple publicly-funded health care systems and who continue to have poor health outcomes. In addition, the program seeks to build and sustain relationships, develop infrastructure allowing data to be shared between various clinical information systems and demonstrate a reduction in publicly funded costs.

WPC specifically targets adult Medi-Cal beneficiaries that are homeless or at-risk of homelessness upon release from the County Jail, a psychiatric health facility, or hospital, as well as high utilizers of emergency department services and individuals with a mental health and/or substance use disorder. Health Care Services (HCS) is the lead County entity and single point of contact with the State Department of Health Care Services (DHCS) for the County's WPC Program.

Law Enforcement

Law enforcement plays a key role in addressing homelessness throughout the region, as they are often the first point of contact for those living on the street. Each of San Joaquin's major cities have at least one dedicated officer to act as a homeless liaison. Stockton's Law Enforcement Assisted Diversion (LEAD)

program serves as an example of a successful model for using law enforcement as a partner and a bridge to services. Officers regularly foster community and connection with unhoused individuals, often knowing a person's circumstances better than other community supports.

Housing Authority

The Housing Authority of the County of San Joaquin (HACSJ) established a preference to provide permanent affordable housing for individuals and families participating in a Supportive Housing Program, Shelter Plus Care Program, Emergency Solutions Grants program, or homeless program. Since the inception in 2017, 91 households transitioned from homelessness and are receiving permanent rental assistance. Multiple agencies throughout San Joaquin County participated in identifying and referring clients through this preference. The leading referral agencies include the Stockton Shelter for the Homeless, Haven of Peace, and Central Valley Low Income Housing Corp., among others.

The Housing Authority received Mental Health Services Act funds to repurpose its former administrative buildings into 26 affordable rental units for Behavioral Health clients. An additional 11 units are being rehabilitated from another HACSJ owned property for the same purpose. Units will be available for lease up as early as August 2020. Supportive services will be available for all residents provided by Behavior Health Services.

The Housing Authority, in partnership with STAND Affordable Housing, Central Valley Low Income Housing Corp., and Stockton Shelter for the Homeless have broken ground on a new project referred to as Turnpike Commons. Turnpike Commons is the first phase in this project currently under construction consisting of nine homes to individuals and families experiencing homelessness. Phase two will consist of three homes on two separate parcels as infill development within the City of Stockton.

Centralized Assessment and Coordinated Entry System

San Joaquin is committed to providing a "no wrong door" approach to access housing and services. Currently, there are two organizations that contribute to the operation of the local Coordinated Entry System: Central Valley Low-Income Housing Corp., which serves as the HMIS Lead Agency, and Family Resource and Referral Center, which operates the local 211 system and provides support for housing and services referrals. Those presenting as homeless, typically through a shelter provider, but also through street outreach and the local 211 system, are referred to Central Valley Low Income Housing Corp., where an assessment is conducted and HMIS entry is completed. Central Valley Housing staff then determines the availability of permanent housing programs based on the needs of the client.

Emergency Shelter

There are over a dozen site-based shelter programs operating in the county. Some serve women and children surviving domestic violence, while others are affiliated with religious institutions, and still others focus on providing support to families with children. Most of the shelters provide a place to sleep, food, hygiene services, and clothing for residents. Some provide job readiness and life skills training (e.g., Family and Youth Services, Gospel Center Rescue Mission, McHenry House, Haven of Peace, and the Women's Center Youth and Family Services). Limited providers offer on-site health care services (e.g., Gospel Center Rescue Mission and St. Mary's Dining Room) or counseling services (e.g.,

Family and Youth Services, McHenry House, and Lodi House). In addition to the many services noted, the Women's Center also offers case management, parenting classes, domestic violence and self-esteem support groups, financial literacy, and services for employment preparation. They also operate the Just for Kids Program and an aftercare support group.

Most of the shelters impose conditions on their residents, requiring people to be abstinent or sober, prohibiting residents from bringing possessions, pets, or partners into the shelter, and requiring residents to exit each morning. There remains a real need for additional low-barrier shelters that screen people in, rather than out. Combined with insufficient housing vouchers and affordable units, the system stalls at shelter. Households continue to cycle in and out rather than move on to permanent housing solutions. Additional shelter capacity must be coupled with additional housing. All must have supportive services.

Figure 5. Housing Inventory Count 2019 – Emergency Shelter Beds²⁴

Organization Name	Project Name	Bed Type	Target Pop.	Beds HH w/ Children	Beds HH w/o Children	Beds HH w/ only Children	Year-Round Beds	PIT Count	Total Beds	Utilization Rate
Chest of Hope	Hope's House	Facility-based	DV	12	8	0	20	20	20	100%
Gospel Center Rescue Mission	Men's Lodge	Facility-based	NA	0	70	0	70	63	70	90%
Gospel Center Rescue Mission	New Hope Shelter	Facility-based	NA	16	22	0	38	35	38	92%
Haven of Peace	Haven of Peace	Facility-based	NA	22	13	0	35	35	35	100%
HOPE Ministries	HOPE Shelter	Facility-based	NA	35	0	0	35	16	35	46%
HOPE Ministries	Raymus House	Facility-based	NA	36	0	0	36	6	36	17%
Lodi House	Lodi House	Facility-based	NA	20	4	0	24	11	24	46%
McHenry House	McHenry House	Facility-based	NA	32	0	0	32	20	32	62%
Salvation Army-Lodi	Hope Harbor	Facility-based	NA	12	59	0	71	62	71	87%
San Joaquin County	TANF Homeless Assistance	Voucher-based	NA	190	1	0	191	191	191	100%
Stockton Shelter	Family Shelter	Facility-based	NA	92	22	0	114	142	142	100%
Stockton Shelter	Singles Shelter	Facility-based	NA	0	160	0	160	189	189	100%
Women's Center - YFS	DAWN House	Facility-based	DV	27	8	0	35	37	37	100%
Women's Center - YFS	Safe House	Facility-based	NA	0	0	10	10	4	10	40%
Women's Center - YFS	Serenity House	Facility-based	DV	8	4	0	12	14	14	100%
Totals				502	371	10	883	845	944	79%

²⁴ The "Utilization Rate" column is determined by dividing the PIT Count number by the "Total Beds." PIT Count numbers and Total Beds include *Overflow* and *Seasonal* beds that are available either temporarily, or only during high-demand seasons of the year, respectively. Overflow and Seasonal beds are not included in Year-Round Bed totals.



Veterans Administration

The VA offers a variety of emergency and longer-term shelter options for eligible veterans. The Health Care for Homeless Veteran's (HCHV) program, operated by Stockton Shelter, offers stays of 60 days; the Grant Per Diem program, operated by Dignity's Alcove, offers shelter, meals, and other services for up to 2 years; and the HCHV program, operated by Compassionate Residio, offers limited respite care for veterans with medical necessity.

St. Mary's Dining Room and Stockton Shelter together provide a place for people to get food and shelter or seek respite during the day under a roof. Stockton Shelter has 111 beds for single adults and can accommodate 30 families. Yet, it was running at 175% of capacity on the men's side, and 120% of capacity on the family side, during 2019. Both organizations lack sufficient case management staff (Stockton Shelter only recently hired a case manager to support the hundreds of single adults they shelter).

Local Financial Investment

The primary source of funding to support efforts to reduce homelessness in the county are federal and state funds (e.g., CoC, ESG, VA). While local police, fire, transportation, and sanitation provide services to

people experiencing homelessness, until very recently, no local funding was dedicated to support homeless services specifically. Local investment is increasingly necessary, especially as federal and state funding require matching contributions. Given the matching requirement, local investment results in an exponential increase in total funding for the homeless response system.

HOW IS THE SYSTEM PERFORMING?

"All agencies that serve homeless households within the San Joaquin Continuum of Care have a responsibility to positively contribute to the elimination of homelessness in San Joaquin County."²⁵ As such, the CoC's System-Wide Performance and Evaluation Committee ("the Committee") established performance measures to guide individual project performance evaluation thresholds for various funding sources. In order to develop these measures and the strategies to achieve them, the Committee adopted HUD's core System Performance Measures (SPM), examined local HMIS data, assessed external conditions specific to San Joaquin County, and incorporated best practices from the United States Interagency Council on Homelessness, National Alliance to End Homelessness, and National Homeless Information Project. The San Joaquin CoC Board of Directors adopted as policy the Committee's work and recommendations.

²⁵ San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.



The specific performance measures for the local community are:



1. *Reduction in the average and median length of time persons remain homeless;*
2. *Reduction in the percent of persons who return to homelessness from permanent housing;*
3. *Reduction in the total number of persons who are homeless;*
4. *Increase in the percent of adults who gain or increase employment or non-employment cash income over time;*
5. *Reduction in the number of persons who become homeless for the first time;*
6. *Placement in housing of households that are homeless under other laws;*
- 7a. *Increase in the percent of persons who exit from the streets to an ES, SH, TH, or permanent housing destination;*
- 7b. *Increase in the percent of persons who exit to or retain permanent housing from PSH;*
8. *Increase in the percent of persons who exit to permanent housing from RRH;*
9. *Reduce the number of people living unsheltered in our community; and*
10. *Increase the number of units available to those exiting homelessness.*²⁶

For the most part, CoC system performance reflects a region that is seeing increases in first-time and returns to homelessness. SPM 5, which looks at first time homeless, increased substantially between 2015 and 2017, particularly over a single year between 2016 and 2017. In 2016, there were 2,736 people in San Joaquin emergency shelters, transitional housing, or permanent supportive housing who were experiencing homelessness for the first time. By 2017 that number more than doubled to 5,913.²⁷ Additionally, SPM 2, which measures returns to homelessness over 2 years, increased between 2015-2017 from 16% to 21%. It is important to note that this data only looks at San Joaquin and does not take into account if someone returned to homelessness in a different county or CoC. Given the above, the Committee has endorsed the work of the Coordinated Entry Committee in establishing a no wrong door approach to coordinated assessment and access to prevention and diversion programs.²⁸

Some performance measures appear to indicate success in decreasing how long a person experiences homeless. SPM 1, which assesses the average length of time someone is homeless, showed a decreased in the average length of stay in emergency shelters and transitional housing programs from 103 days (2015) to 54 days (2017). However, this data likely reflects the inclusion of new hotel stay data in HMIS

²⁶ System Performance Measures 1 through 7b are established by the Housing and Urban Development Department to evaluate the success of local efforts related to addressing homelessness. Measures 8, 9, and 10 are locally identified Performance Measures. These measures are calculated on a calendar consistent with the HUD calendar for System-wide Performance Measure reporting (Oct. 1 through Sept. 30).

²⁷ HUD Exchange, System Performance Measures Data Since FY 2015, CA-511. <https://www.hudexchange.info/resource/5691/system-performance-measures-data-since-fy-2015/>.

²⁸ San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.

skewing the overall numbers.²⁹ As such, the Committee determined there needs to be an ongoing effort to move people from shelter and transitional housing programs through comprehensive supportive services to permanent housing solutions, such as rapid rehousing.³⁰

Ensuring accurate and widespread data collection, from program entry to exit, is essential for ongoing evaluation of these critical federal and local performance measures.

²⁹ HUD Exchange, System Performance Measures Data Since FY 2015, CA-511. <https://www.hudexchange.info/resource/5691/system-performance-measures-data-since-fy-2015/>.

³⁰ San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.

PRIORITIES AND GOALS FOR EFFECTIVELY ADDRESSING HOMELESSNESS

While the San Joaquin community has made meaningful progress in setting up a homeless response system that has prevented or ended homelessness for hundreds of residents, significantly more coordination, investment, and focus is needed to fully address the impacts of homelessness across the county.

The increasing number of people experiencing homelessness who are living without shelter is a major concern for the community. The lack of low-barrier shelters throughout the county exacerbates the problem. While many organizations support people experiencing homelessness, only a small handful receive federal or state funding, and many do not fully participate in HMIS. Coordination across programs and agencies is insufficient to meet the current need. Looking ahead, the increases in first-time homelessness and returns to homelessness, are a strong call for the community to invest more in prevention and diversion, wrap around supportive services, and affordable permanent housing solutions.

The strategic planning process has involved extensive community engagement, a review of local data, and research to better understand the San Joaquin region's current homelessness system of care. Based on data, community feedback, and evidenced-based practices, San Joaquin has identified **three goals** that will be critical to effectively address homelessness over the next five years.



GOAL 1: ESTABLISH A COORDINATED AND ENGAGED REGIONAL SYSTEM OF CARE

San Joaquin County needs to deepen coordination to establish a community-wide response to homelessness. There are many organizations actively engaged in serving people experiencing homelessness. The region needs to strengthen the homeless crisis system it has in place and develop a fully coordinated and transparent system that can help obtain greater funding, identify shared priorities, and establish a formal coordinated entry system to identify, assess, and connect individuals to housing and services. Collaboration will expand understanding of the causes of homelessness and support the most effective approaches to address it. A stronger network can also celebrate success, reflect and course correct, and monitor and evaluate to ensure continued progress.

GOAL 2: INCREASE ACCESS & REDUCE BARRIERS TO HOMELESS CRISIS RESPONSE SERVICES



Connecting and building rapport with people experiencing homelessness is critical in a region where nearly 60% live without shelter – on the streets, in cars, under bridges, or by the river. By expanding outreach, increasing services, and developing low-barrier shelters, the community can target resources to those living in places not meant for human habitation. At the same time, San Joaquin must be better positioned to support those at-risk of becoming homeless. While a small number of people require more intensive services, most people facing housing instability need a minimal amount of help to stay housed. Whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget, the more the system can provide supports and services to prevent homelessness in the first place, the more the community will be able to use the limited resources on hand to end homelessness altogether – while at the same time protecting additional individuals and families from the traumas associated with homelessness.



GOAL 3: ENSURE HOUSEHOLDS EXPERIENCING HOMELESSNESS HAVE ACCESS TO AFFORDABLE & SUSTAINABLE PERMANENT HOUSING SOLUTIONS

Permanent housing – and the supportive services needed to obtain and maintain it – is the solution to homelessness. By expanding permanent housing options, such as Permanent Supportive Housing and Rapid Rehousing, hundreds more people in San Joaquin County will have a home that provides security and comfort – hand-in-hand with case management and job support services many residents require to achieve stability and long-term self-sufficiency. To do so not only requires more investment in new housing, but engagement with landlords and others to increase access to housing that already exists.



GOAL 1: ESTABLISH A COORDINATED AND ENGAGED REGIONAL SYSTEM OF CARE



Measure 1.1: All housing and homelessness agencies and programs are trained and participate in HMIS.

Measure 1.2: A formal Coordinated Entry System (CES) is in place, including a robust HMIS that is fully populated with data countywide.

Measure 1.3: HMIS collects intake, assessment, and exit data to allow for coordination and tracking as people exit homelessness and/or return to homelessness.

Measure 1.4: All stakeholder groups – the County, cities, Continuum of Care, service providers, and community-based organizations – have adopted the Strategic Plan.

Measure 1.5: Stakeholders are working together communitywide to implement a shared set of strategies to address homelessness in line with the Strategic Plan.

Measure 1.6: A shared funding process/advisory board has been put in place, with representatives from the County, cities, Continuum of Care, health care systems, VA and other federal partners, service providers, and community-based organizations.

Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the Countywide Homeless System of Care

Homelessness is a countywide challenge that requires partnership between numerous jurisdictions, agencies, and sectors. Communities that are making headway in addressing homelessness have invested in effective, centralized leadership to coordinate efforts and implement shared strategies, ensuring that community resources are being used as effectively as possible. While the San Joaquin community has strongly indicated that there is a desire for coordination across jurisdictions and funding streams, greater focus, planning, investment, and collaboration is needed to collectively achieve the shared goals.

- **Strengthen Coordinated Entry System:** Stakeholders in San Joaquin County have expressed the desire to have a robust Coordinated Entry System (CES) to better prioritize and serve those struggling with housing instability and homelessness. CES is a process developed to ensure that all people experiencing a housing crisis have fair and equal access to housing and supportive services. Individuals should be quickly identified, assessed for, referred, and matched to housing and assistance based on their strengths and needs. An effective CES can reduce the time it takes to get services to participants and ensure that resources are used efficiently.

The steps to strengthen San Joaquin’s CES include:

- ✓ *Centralize access points to administer coordinated assessment tool (VI-SPDAT), incorporating San Joaquin 2-1-1 and existing community/resource centers (e.g., HSA Community Centers);*
- ✓ *Expand CES to ensure that all homeless response programs – shelters, Rapid Rehousing, Permanent Supportive Housing, and Prevention – are included in the system, to ensure placements are tracked and documented, and success can be measured;*
- ✓ *Increase CES coverage and participation to include the full spectrum of services that are available in San Joaquin, including mobile teams, satellite offices, rotating staff, and co-located services;*
- ✓ *Consider integrating related systems of care, such as re-entry from criminal justice or hospital discharge to further improve coordination; and*
- ✓ *Once widely adopted, evaluate the effectiveness of the coordinated assessment tool (VI-SPDAT) in identifying the best intervention (e.g., RRH, PSH) according to vulnerability, and analyze any disparities between subpopulation access to services and placement into housing.*

Strengthening and centralizing the CES process will enhance San Joaquin’s capability to expand, track, and analyze how effective the community is at serving people in need. It will help ensure people with the greatest needs are prioritized while those facing an immediate housing crisis are diverted from the homeless response system altogether.



VI-SPDAT

Vulnerability Index - Service Prioritization Decision Assistance Tool. The VI-SPDAT is a commonly used, pre-screening, or triage tool, that is designed to be used by all providers within a community to quickly assess the health and social needs of homeless persons and match them with the most appropriate support and housing interventions that are available. The VI-SPDAT is designed to determine the presence and acuity of an issue and identify clients to refer for assessment for specific housing interventions, but it is not intended to provide a comprehensive assessment of each person’s needs. The tool is designed to measure acuity and risks to housing instability.

- **Establish countywide priorities:** Throughout the process of developing the strategic plan, stakeholders expressed a clear sense of priorities for the region: invest in prevention efforts to keep households from becoming homeless from the outset (and diversion when they do), expand low-barrier shelters to ensure those living on the street can quickly gain access to services, and increase the availability of affordable permanent housing. For example, there was strong feeling that they system needs to prioritize vouchers for people with mental illness, “People with mental illness need vouchers immediately. They must be prioritized, and this cannot just be based on whether the person has SSI or SSDA.”
- **Design a shared process around funding and allocation:** With only two organizations currently receiving federal CoC funds, but a broader set of organizations working to end homelessness, the community needs to focus attention on increased planning to ensure adequate and strategic coordination is in place to support priority initiatives and to reduce duplicative efforts. The additional state funding opportunities that are available for the region provide even greater incentive to take the time to establish a coordinated and cross-jurisdictional process to apply for, prioritize, and distribute funding effectively across the region. To effectively collaborate and maximize funding opportunities, the community can:

 - ✓ Explore establishing a Funding Advisory Group comprised of officials from the county’s three HUD Entitlement Jurisdictions, which may include members of the CoC Board, Board of Supervisors, city executive and legislative branches, community-based organizations, and other relevant stakeholders with authority. (This must include a full-time staff position, which could be funded by a trusted community-based organization, or the County, to provide support on data requests, administrative functions, and staffing.)
 - ✓ Design a single Request for Funding Proposal (RFP) mechanism that permits applicants to submit a shared application for multiple funding streams and be responsible for the same reporting and fiscal duties.
 - ✓ Offer more comprehensive technical assistance to providers who have not previously sought funding to establish a new project pipeline and provide infrastructure for programs to help alleviate administrative burdens.



Example Roles and Responsibilities of a Funding Advisory Group

1. *Seek to achieve functional zero homelessness in San Joaquin County, using this Strategic Plan as the initial guiding document;*
2. *Support the goals and duties of the San Joaquin Continuum of Care;*
3. *Own the issue of homelessness within the county;*
4. *Align homelessness-related funding and policies throughout the county;*
5. *Promote and invest in Housing First strategies;*
6. *Ensure adherence to evidenced-based solutions;*
7. *Represent rural, urban, and suburban communities;*
8. *Monitor local system performance measures;*
9. *Focus on high-level decisions, not technical aspects of issues related to homelessness;*
10. *Create ongoing or ad hoc Task Groups, so long as there is sufficient staff capacity;*
11. *Approve the submission of applications to Notices of Funding Availability (NOFAs) published by HUD and the State, ideally through a single Request for Funding Proposal;*
12. *Establish San Joaquin County's homelessness funding priorities and make funding-related decisions (e.g., project types to fund, subpopulations to target);*
13. *Ensure that organizations serving the county's homeless population receive the technical assistance and training they need to achieve system performance measures through a Housing First model;*
14. *Communicate with the public on issues related to homelessness; and*
15. *Designate a Chair for the Funding Advisory Group who will act as the official spokesperson to the public and stakeholders.*



Single Request for Funding Proposal

The purpose of the Single Request for Funding Proposal is to streamline the project application process while encouraging creative program design to respond to homelessness through one or more available funding streams. This process should support the implementation of comprehensive housing programs that include robust supportive services and adhere to shared principles and systems, such as Housing First, Coordinated Entry, and HMIS. Federal and state priorities compound the need to coordinate and align resource allocation in order to maximize impact. Any funds offered by HUD, the State, or the County should be included in the single RFP, such as CoC, ESG, California Emergency Solutions and Housing (CESH), Homeless Emergency Aid Program (HEAP), and HHAP. To increase efficiency and reduce the burden to apply, a standard budget template is used regardless of funding source.

With a streamlined funding process in place, the community can expand the outreach process for federal and state funding opportunities to provide the ability for more stakeholders to access these resources. This would require that there is increased information and transparency regarding funding streams, administrators, and award processes. Additionally, the CoC (and Funding Advisory Group if implemented) could offer more comprehensive technical assistance to providers who have not previously sought funding in order to help them overcome administrative and reporting burdens.

Strategy 1.2: Improve Data Collection, Measurement, and Analysis

Stakeholders in San Joaquin County have expressed the need for improved data collection, measurement, and analysis in order to better understand the needs of those facing housing instability and the effectiveness of program interventions. There was strong consensus from stakeholders that the number one priority would be to ensure every entity that is part of the homeless system of care provides data into HMIS.

While there is widespread interest in participating in HMIS, stakeholders indicated that one of the biggest hurdles to effective data collection is the capacity of the agencies serving the homeless population. Many organizations do not have the ability to complete data entry in a timely manner and often the information that is entered into the data system is limited or out of date.

Currently the primary agencies that participate in HMIS are those that provide shelter and housing. Many of the agencies that provide supportive services are not connected into HMIS, or their staff are not sufficiently well trained to use HMIS. Without a robust HMIS system that everyone commits to participating in, which effectively engages and trains all organizations and their staff throughout the region, the ability for the community to respond to the greatest needs will continue to fall short. In order to ensure the system is accountable and all organizational activities are known and tracked, the CoC should ensure that all housing and homelessness organizations actively participate in data entry and quality.

To do so, the CoC should:

- Ensure all housing and homeless programs are trained and participate in HMIS (condition funding on participation);
- Establish HMIS Policies and Procedures with agreed upon definitions, standards for data integrity, and timeliness expectations for data entry;
- Require that participating organizations track individuals returning to homelessness, attend free trainings offered to them, and seek technical assistance when necessary;
- Assess data to drive community action (e.g., measure if outputs meet inputs, effectiveness of interventions);

- Hire dedicated administrative staff to manage the day-to-day operations of HMIS to improve data quality, provide support to partner organizations, and enable real-time data collection;
- Improve ability for agencies/system to capture client exit destinations, including from shelter;
- Increase coordination between mainstream resources and homeless assistance data systems to ensure identification of those eligible for benefits, such as SSI and CalWORKs; and
- Engage in a robust review of the HMIS Lead, including soliciting other agencies interested in acting as the HMIS Lead.

Opportunities to better coordinate around Veterans' services illustrates ways to enhance the effectiveness of San Joaquin's homeless system of care. Stakeholders expressed a desire for increased coordination between the VA, the CoC, and the community-at-large in order to achieve a functional zero for veteran homelessness. The system as it currently functions is not sufficiently maintained, with client lists that include people who are deceased, unreachable, or ineligible for services. Strategies to consider include:

- ✓ *Use a VA-managed "By-Name" List as the organizing document for housing and serving veterans;*
- ✓ *Expedite, through CES and HMIS, the identification of those eligible for VA programs (which is dependent on discharge status), so that veterans ineligible for VA programs may more readily access CoC and other housing and services;*
- ✓ *Increase coordination with the VA on PIT Count methodology and implementation; and*
- ✓ *Partner with the County Veterans Advisory Commission (VAC) to bridge veterans and services by connecting unhoused veterans with veteran peers in the community.*

Strategy 1.3: Educate and Engage the Community

While homelessness is growing across the State of California, so are the many myths and misconceptions around why people are homeless and the programs and services that work best in solving the problem. Rising costs of housing, combined with wages that do not keep pace, are driving increased rates of homelessness in San Joaquin County and across the State. A deeper understanding of homelessness and its solutions will strengthen community support for critical next steps.

Stakeholders in San Joaquin County have expressed the need for increased engagement and education of the members of the Continuum of Care and the community-at-large. A community that speaks the same language and supports the same mission can collectively address homelessness more efficiently and effectively.

Stakeholders also prioritized a focus on demystifying who is actually living on the street and in shelters. We know that in many communities there is a misconception that the majority of people experiencing homelessness have mental health or substance use disorders. The most common causes of homelessness in many communities, however, are unemployment and unpaid rent. While many people experiencing homelessness do have a disability that creates a barrier to regaining stable housing, the disability is often the result of their homelessness rather than its cause. Only a small percentage of the total number of people experiencing homelessness became homeless because of mental health issues or substance use disorders.

“When you first become homeless, you try your hardest to get your housing back. But then as the weeks go by, it becomes harder and harder. You get buried deeper and deeper. People do not look at you the same. Even a brief respite from living on the street can allow you to recharge – as little as two weeks can be enough to help reset your motivation.”

In addition to demystifying who is homeless, there are numerous ways to build a common understanding of the homeless system of care and the strategies to address it.

San Joaquin should prioritize the following:

- Educate the public on the need to implement evidence-based best practices (e.g. Housing First, Coordinated Entry, prevention and diversion, trauma-informed care, low-barrier programming, and voluntary services);
- Publicize success stories of individuals and strategies;
- Work with the business sector to address their concerns about blight and use data to show the results of efforts that have already been undertaken;
- Initiate messaging that better explains Housing First that highlights what has worked in San Joaquin and other similar communities;
- Undertake community education to encourage willingness for affordable development in our neighborhoods; and
- Incorporate the voice of the consumer/client through focus groups, surveys, and listening meetings.

2

GOAL 2: INCREASE ACCESS AND REDUCE BARRIERS TO HOMELESS CRISIS RESPONSE SERVICES



Measure 2.1: By 2025, 200 new housing-focused low-barrier shelter beds are available to people experiencing homelessness in San Joaquin County (The beds may be in congregate or non-congregate shelter settings, as public health needs dictate).

Measure 2.2: By 2025, an additional 200 total rental assistance eviction prevention grants are available.

Measure 2.3: The 2025 Point-in-Time Count will show that the number of unsheltered households in San Joaquin County is less than 50% of the 2019 Count.

Measure 2.4: More than 50% of households who were housed in Transitional Housing and Rapid Rehousing programs will exit to permanent housing destinations between 2020 and 2025.

Measure 2.5: Beginning 2021, the number of people experiencing homelessness for the first time will be reduced by 5% each year, achieving a 20% annual reduction by 2025.

Measure 2.6: Annually reduce by 10% the number of households that return to homelessness in 6 months after exiting to permanent housing from a Transitional Housing, Rapid Rehousing, or Permanent Supportive Housing program.

Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services

Emergency shelters and warming centers provide safe places for people to stay at night and help connect people to services and housing opportunities. When the programs are housing-focused and low-barrier, they are an important part of the system to engage people and help them exit homelessness to permanent housing.



Housing First

The Housing First approach has been extremely successful in reducing the length of time households are homeless, preventing returns to homelessness, and supporting participants' long-term stability and well-being. Research suggests Housing First program participants are 2.5 times more likely to be housed after 18-24 months than other programs.³¹

³¹ Baxter AJ, Tweed EJ, Katikireddi SV, et al. Effects of Housing First approaches on health and well-being of adults who are homeless or at risk of homelessness: systematic review and meta-analysis of randomized controlled trials. J Epidemiol Community Health 2019; 73.

Stakeholders in San Joaquin County have expressed the need to expand low-barrier shelter capacity. Current space, hours, structure, and services are insufficient to meet the needs of those facing housing instability, especially in the winter. This has been greatly exacerbated by the COVID-19 health crisis, increasing the need for non-congregate shelter settings. (For more guidance on best practices for non-congregate shelter settings in light of COVID-19, see HUD’s [“Non-Congregate Approaches to Sheltering for COVID-19 Homeless Response,”](#) in the Appendices.)

Members of the community have proposed lowering many barriers to entry that may discourage a household from moving indoors. Some of the barriers and challenges most commonly encountered are: ID requirements; restrictions against pets, possessions, and partners; rules based on sobriety rather than behavior; and curfews or exit times that eliminate education and employment opportunities. These can be life or death decisions.

There is currently only one congregate emergency shelter in the entire county that ascribes to a low-barrier approach, attempting to reduce burdensome requirements. However, clients remain unable to bring pets or store possessions, and must exit each morning. These issues persist in non-congregate settings where pets and many possessions are often not permitted. Moreover, the Stockton Shelter has insufficient capacity to accommodate the demand during each winter throughout the year. This past winter, the City of Stockton and San Joaquin County ensured expanded winter capacity by funding 100 additional beds for four months. However, with thousands of San Joaquin residents living on the streets, in cars, in parks, and by the river, a temporary expansion of 100-beds is insufficient to meet the growing need.



Navigation Centers

New legislation in California defined Navigation Centers as facilities that provide “temporary room and board with limited barriers to entry while case managers work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.”³² Navigation Centers are “housing-focused” facilities that provide shelter and comprehensive onsite services to support participants to exit homelessness permanently. While they help people stay safe from the dangers of living outside, they are also a valuable link to permanent housing, especially for people who have been homeless for an extended period of time and might be reluctant to engage in services.

Navigation Centers are “housing focused” because they are low-barrier and tailor their services to support the goal of exiting homelessness. They screen-in, rather than screen-out, potential participants with the greatest barriers to housing. They do not require participation in services as a condition of stay. They impose minimal rules and restrictions that focus on behavioral expectations to help ensure client and staff safety, i.e., few rules, not “no rules.” They provide flexible access to shelter and services, including extended hours of operation, arrangements for late arrivals, non-restricted mealtimes, and lenient curfew policies. They offer CES assessments on-site, voluntary case management, and other supportive services that assist households to create an action plan to help them obtain permanent housing.

In order to improve the community’s capacity to respond to the current and ever-growing need for shelter in San Joaquin County, stakeholders should explore the following:

- Expand low-barrier shelter capacity, incorporating Housing First principles to existing emergency shelters, and to any new or expanded congregate or non-congregate shelters (e.g. allow partners, pets, possessions; not require sobriety or mental health counseling to enter) – even consider a Navigation Center when appropriate;
- Standardize policies throughout all shelters, so they are predictable and equitable;
- Ensure that voluntary support services are accessible at all shelters through coordinated on-site case management, mobile multi-disciplinary teams, or rotating support staff;
- Obtain city, County, and private investment to support winter shelter capacity; and
- Provide financial support to expand hours of “Night-by-Night” shelters or to secure other 24-hour accommodations in order to provide continuity of care and increased case management support.

³² California Senate Bill 850 50490.4(a)(4)(A).

Persons with lived experience also highlighted that current policies and service offerings at different shelter sites, dedicated to different subpopulations, were inequitable or misaligned with the needs of residents. Many single adults and adults with partners (with no children) are interested in accessing more supportive services and abiding by behaviorally-based rules – similar to approaches taken in shelters serving households with children – to improve the shelter environment and support exits to permanent housing. With the increased need for non-congregate shelter settings, sufficient supportive services and equitable policies are even more crucial as individuals become more isolated and face new challenges in new environments.

A true low-barrier shelter model is grounded in fair and equitable policies that provide the greatest access to residents, while still prioritizing the protection and safety of staff and other residents.

Shelter residents suggested the following changes:

- Eliminate alcohol and drug testing via invasive practices, instead monitoring conditions based on a behavioral standard;
- Allow partners to live together;
- Allow pets;
- Create smaller, or individual, rooms within shelters to allow people to better manage their health and safety;
- Eliminate restrictive curfews and limited mealtime hours; and
- Improve access to self-care services, like showers and hygiene products.

Strategy 2.2: Invest in Prevention and Diversion

Living without stable housing, even briefly, is a traumatizing experience, and many never recover from the physical, emotional and financial impacts. By diverting households from shelter and preventing imminent homelessness, we can help individuals and families avoid the economic, social, mental, and physical challenges that result from homelessness – often at a much lower cost than it takes to serve people after they lose their housing.

With more and more San Joaquin households spending higher percentages of their income on rent, there are an increasing number of people falling into homelessness. Once somebody has fallen into homelessness, it can be extremely difficult to return to housing.

Prevention

Stakeholders in San Joaquin County have voiced a great need for investment into prevention services that will help struggling households maintain their housing rather than enter the homeless response

system. Prevention services have often been presented as one of the three largest community needs (along with shelter and permanent housing).

Steps to address prevention include:

- Invest in eviction prevention rental assistance funds to pay rental arrears (back rent);
- Establish an emergency eviction prevention fund that can quickly respond to needs (e.g., within 7-10 days);
- Increase access to free legal services and assistance (representation greatly increases tenant victories);
- Establish funds to address the gap created by ESG income limitations (30% AMI);
- Fund short-term rental subsidies to increase household housing stability;
- Advocate to the State the need for expedited access to Emergency Solutions Grant (ESG) funds, as there have been significant delays;
- Connect people to mainstream resources and benefits;
- Enact rent control legislation that considers both tenants and landlords by preventing rent increases of exorbitant amounts while providing government subsidies or tax credits to help renters absorb price increases; and
- Re-envision the Homeless Prevention & Rapid Rehousing (HPRP) project model to fund rental assistance up to 18 months, including security deposits, utility assistance, moving costs, and/or hotel vouchers.



Preventing Homelessness by Connecting People to Mainstream Resources

One of the key strategies to prevent homelessness is to maximize services that people are already eligible for, such as CalFresh, CalWORKS, Medi-Cal, Social Security Disability Insurance, and SSI. Communities can also fund dedicated support staff who are experienced at helping connect people to such benefits. In addition, communities can hire staff who can help people access rental assistance, conduct housing searches, and problem-solve collaboratively.

Diversion

Diversion programs provide a variety of interventions to help prevent people from entering shelter. Services are tailored to meet the needs, strengths, and preferences of each client, which ensures that

each person receives the minimum amount of support necessary to regain permanent housing, while conserving limited resources and serving as many people as possible. Diversion programs decrease the likelihood of a household entering a shelter and are less expensive than providing assistance once a household becomes homeless.

Services that support diversion include:

- Limited financial, utility, and/or rental assistance;
- Short-term case management;
- Housing search assistance;
- Credit repair;
- Landlord mediation;
- Tenant and/or financial education;
- Employment assistance; and
- Connection to mainstream benefits and resources.

Strategy 2.3: Improve and Expand Outreach and Engagement

Throughout the process of developing the strategic plan, stakeholders expressed a clear sense of priorities for the region: invest in prevention efforts to keep people housed, expand access to low-barrier shelter and services for those living on the street, and increase the availability of affordable permanent housing solutions.

While long-term solutions to homelessness require community-wide investment in permanent housing, housing-focused *services* help people connect to these long-term solutions and address the barriers that keep them from becoming housed. The goal is to help people exit homelessness as soon as possible. Once housed, people can work on the underlying challenges that undermine their stability.

Yet, stakeholders also identified that there is a real lack of information about services and housing opportunities that are available, and that those providing outreach often had difficulty understanding their lived experience. There was a strong desire from those affected by homelessness to have people with lived experience of homelessness provide any outreach services. There was also a strong sense that the efforts to do outreach, while admirable, fall far short of the level of effort needed to reach people. The average outreach attempt in San Joaquin is only two encounters or “touches.” Creating trust and rapport, as anyone can attest to, likely requires more.

Individuals who are formerly or currently homeless continue to raise outreach as an important area in need of improvement. They indicate that few people are effectively made aware of locations where services are located or are made aware of the breadth of services that are available. Clients feel that they are “chasing their own tails,” as they seek out services at one location only to be told that they must travel elsewhere or that they have missed their chance altogether.

- **Outreach by People with Lived Experience:** Like many other communities in California, people experiencing homelessness prefer to work directly with outreach staff who have direct experience with homelessness. As one stakeholder eloquently expressed, outreach staff with experience of homelessness “... don’t look down on me. They don’t just ask, ‘What happened?’ It is so important that the wording used by outreach workers is appropriate to the person being approached.”
- **Street and Encampment Outreach:** Street and encampment outreach teams meet people where they are to provide connections to services. Many people with extensive histories of homelessness are disconnected from the network of services that could help them return to housing. They often have deep-seated trauma and negative experiences with the safety net system that may make them reluctant to engage with providers. Outreach specialists should be trained to use proven engagement techniques, such as Trauma-Informed- Care, Critical Time Intervention, and Motivational Interviewing, to build trust and help people connect to the services and support they may need to find and keep housing.



Trauma-Informed Care (TIC)

Trauma-Informed Care (TIC) offers a framework for working with people experiencing trauma, including individuals who are homeless. Traumatic experiences can lead to stress and other long-lasting impacts, “interfering with a person’s sense of safety, ability to self-regulate, sense of self, perception of control and self-efficacy, and interpersonal relationships,”³³ TIC ensures that service providers adopt an approach to working with people experiencing homelessness by employing some degree of trauma awareness; placing an emphasis on safety; providing opportunities for individuals they work with to rebuild control; and adopting a strengths-based approach (identifying people’s skills and helping them to develop coping mechanisms).³⁴



Critical Time Intervention (CTI)

Critical Time Intervention (CTI) is a case management model designed specifically to prevent homelessness in people living with mental illness. It is used in a time-limited manner to work with people following discharge from hospitals, shelters, and prisons/jails – situations when it is extremely challenging for people to obtain stable housing and needed supports. Case managers provide emotional and practical support during the transition while also helping individuals develop long-term ties to services, family, and friends.³⁵

³³ E. Hauper, E. Bausuek, J. Olivet, “Shelter from the Storm: Trauma-Informed Care in Homelessness Services Settings,” *The Open Health Services and Policy Journal*, 2009.

³⁴ *ibid*

³⁵ *Critical Time Intervention: Preventing Homelessness in the Transition from Institution to Community*, [criticaltime.org](https://www.criticaltime.org/wp-content/uploads/2009/04/cti-handout4.pdf). Available at <https://www.criticaltime.org/wp-content/uploads/2009/04/cti-handout4.pdf>



Motivational Interviewing (MI)

Motivational Interviewing (MI) is a client-centered, evidence-based approach used by direct service providers working with people experiencing homelessness. It focuses on allowing individuals to direct their own path toward the change they seek, rather than trying to convince them of what they need to do. The provider builds trust, listens, and then acts as a guide to help the client to identify their own personal next steps.³⁶

Stakeholders in San Joaquin County have also highlighted the need for expanded outreach to households living in places not meant for habitability (e.g. street/car). Current partnerships between entities such as Law Enforcement and Behavioral Health have already resulted in increased engagement and connections to housing and services. Examples of current efforts include the establishment of a Community Liaison in Lodi and the implementation of the Stockton Law Enforcement Assisted Diversion (LEAD) Program.

Much more can be done, however, to increase not only the capacity, but also the effectiveness of street outreach.

Additional activities to pursue:

- Support and expand existing multi-disciplinary teams (e.g. social workers, mental and physical health providers, police) who conduct street outreach and are able to connect people to supportive services;
- Increase diversity of street outreach staff, to include more people with lived experience and to better reflect the population served;
- Increase prevalence of locations (e.g. shelters, community centers) for “warm handoffs” from law enforcement/other sectors to service providers;
- Re-invest and expand existing successful pilot programs (e.g. Stockton LEAD and Lodi Community Liaison) to ensure full-time staffing to meet existing needs;
- Identify entities that should lead coordination efforts with law enforcement, behavioral health, and other entities, so that law enforcement remains a partner, but not the leader, of homeless response efforts; and
- Expand or replicate behavioral health mobile teams (e.g. San Joaquin County Mobile Crisis Support Teams).

³⁶ *Spotlight on PATH Practices and Programs: Motivational Interviewing, U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. (2010).*



GOAL 3: ENSURE
HOUSEHOLDS
EXPERIENCING
HOMELESSNESS HAVE
ACCESS TO
AFFORDABLE AND
SUSTAINABLE
PERMANENT HOUSING
SOLUTIONS



Measure 3.1: By 2025, 100 new rapid rehousing opportunities are available, and 200 new permanent supportive housing units are built or rehabilitated or in the pipeline (with at least 100 built or rehabilitated by 2024), for people experiencing homelessness in San Joaquin County.

Measure 3.2: Veteran homelessness reaches functional zero by the 2025 Point-In-Time Count.

Measure 3.3: The County and its 4 largest cities initiated at least 1 new pilot project to test efficacy of non-conventional housing options, including shared or modular housing.

Measure 3.4: The County and its 4 largest cities created or adopted 1 new policy that waives fees, increases density, or changes zoning laws to facilitate new and affordable housing construction or rehabilitation.

Measure 3.5: HMIS collects the time between assessment for services and placement into a transitional or permanent housing program.

Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families

Permanent housing programs, such as Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH), are well-established as some of the most cost-effective and successful strategies to address homelessness.

These programs provide subsidized housing, combined with the supportive services the household needs to retain that housing and attain long-term stability. Services can include case management; connections to employment and public benefits; and medical, mental health, and substance use treatment. The programs tailor services to the unique needs of each household and successfully support many San Joaquin County residents each year to permanently exit homelessness and regain self-sufficiency.

“The rent is way too high. Most Stockton rentals require two to three times the rental amount. In addition, there are virtually no low-income rentals available near the businesses that are actually hiring.”

Shared Housing

Shared housing is a living arrangement between two unrelated people who choose to live together to take advantage of the mutual benefits it offers. Families, students, young adults, and seniors have been using this arrangement for generations. It is now recognized as a viable option for people exiting homelessness.

Shared housing allows single adults to agree to live together for both economic reasons and for social support. It is usually a situation where rent and utilities are shared between two or more people. There are different models, including entire apartment buildings or homes structured as shared housing, some with shared common areas such as kitchens and living rooms, while others are private residences with landlords. Still others might be run by County agencies. In the context of serving people at risk of or experiencing homelessness, often shared housing pairs permanent housing with supportive services.

Stakeholders in San Joaquin County have overwhelmingly voiced the need for investment into the creation, rehabilitation, and expansion of affordable housing options. Ultimately, without a pathway to housing, many households experiencing homelessness will continue to face instability, experience trauma, and remain on the street. The following strategies should be explored:

- Master lease, lease to own, or convert existing lodging in the community (e.g., motels/hotels);
- Rehabilitate vacant or underutilized properties (government or privately owned);
- Pursue a dedicated source of funding for a permanent housing trust fund that would accelerate development for affordable housing and homelessness projects;
- Establish a predevelopment loan pool for developers to have funds to complete due diligence on proposed projects;
- Establish homeless unit set-asides in affordable non-homeless projects/developments;
- Preserve and invest in housing dedicated to seniors given they make up 25% of homeless population;

- Promote the development of social housing (mixed-income projects available to anyone) funded by new real-estate document recording fees, a tax increase on high-dollar real estate transactions, or through income-based rent;
- Advocate for the establishment of an inclusionary zoning policy requiring at least 20% of units to be affordable in new developments;
- Support and encourage creative housing production solutions (e.g., modular, manufactured);
- Advocate for affordable housing projects to be expedited;
- Waive permitting fees for Extremely Low-Income (ELI) housing construction;
- Ensure incoming state funding supports the development or rehabilitation of permanent housing for homeless households;
- Encourage the evaluation of and modification of zoning laws that unnecessarily restrict the development of affordable housing; and
- Increase case management services to ensure special subpopulations stay housed.



Social Housing

“Social housing³⁷ is a public option for housing. Typically, it is rental housing provided below market rates. Rents are charged according to either real costs-based or income-based formulas. Social housing is permanently off the private market: in some cases, it can be owned and operated by municipal governments or nonprofit housing providers. In other cases, as with limited-equity cooperatives, land trusts or mutual housing associations, residents may own a stake in their homes at subsidized rates, and they cannot sell them for exorbitant profit. Social units should be primarily new construction on infill or previously non-residential or unaffordable sites, particularly in supply-constrained cities and regions where sprawl encourages high rates of car use, as well as in areas that lack a substantial stock of existing public housing. While new construction is essential to realizing this vision, it must not raze existing communities in the name of new development.”

³⁷ <https://homesguarantee.com/wp-content/uploads/Homes-Guarantee--Briefing-Book.pdf>

Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives

Individuals experiencing homelessness report that landlords frequently require triple the amount of rent at move-in or three times rent as monthly income; even with a housing voucher this cannot be overcome.

Many communities – even those in high cost rental markets – are highly successful in working with landlords and property managers to identify units for people exiting homelessness.

Building relationships, including understanding and addressing landlords’ concerns, is key.

Stakeholders have recognized that local landlords are key partners in responding to homelessness. Identifying, engaging, and incentivizing landlords is a critical goal for San Joaquin, given a large portion of permanent housing is secured from market rate landlords only in scattered-site models.

Affirmative actions that can be taken include:

- Negotiate with property owners, rather than property management companies, to help overcome the high move-in costs that property managers are requiring;
- Invest in Landlord Navigator and Housing Locator positions who can identify prospective partners, ensure landlord questions are answered promptly, and prepare program participants to succeed in housing;
- Educate landlords about laws against discriminating against applicants based on source of income;
- Incentivize absent landlords to sell or develop properties;
- Offer mediation services for landlord-tenant conflicts;
- Provide assistance for clients in need of credit repair;
- Engage homeowners who have spare rooms or ADUs on site to become landlords;
- Create flexible funding to incentivize private landlords to house program participants in market rate units (e.g. signing bonuses, ongoing funds to hold units, double deposits);
- Design and implement a county-wide messaging and engagement strategy (e.g. refined program literature, community orientations and appreciation events, print/social media campaigns)

- Examine the discretion held by the Office of the District Attorney and the courts regarding the clearance of criminal convictions and unpaid fines for people that are homeless in order to remove landlord concerns regarding criminal and credit history.



Accessory Dwelling Units

Accessory Dwelling Units (ADUs) are small secondary housing units located on the same grounds as a primary home. They include units such as a basement apartment, a garage apartment, or a stand-alone “tiny home” on the same property as a single-family residence. Sometimes known as in-law units or backyard cottages, they have become increasingly more sought after as one way to help resolve the housing crisis because they are a more affordable option for adding much-needed housing in California. They are legally part of the same property as the main home. Over the past 2-3 years, California enacted new policies to allow homeowners to more readily build ADUs as one of many ways to help solving the housing crisis.

Strategy 3.3: Expand Case Management, Employment, and Supportive Services

Many people experiencing homelessness in San Joaquin have been homeless for an extended period of time. These individuals are often disconnected from the resources they need to exit homelessness and achieve stability. Supporting people with extensive histories of homelessness and related trauma requires significant time to connect with people and build trust.

Moreover, while some were disabled prior to losing their housing, many others acquired their disability as a result of living on the streets or without stable housing – an experience that is extremely dangerous and traumatic. To return to, and maintain, housing successfully, individuals experiencing homelessness often require ongoing treatment and support – both before and after they are housed.

Nonprofits, community groups, and County agencies provide a variety of services that can help people exit homelessness and stay housed permanently. Programs such as mental health treatment, employment and job training, health care, and substance use recovery can meaningfully help people attain greater stability.

While some of these programs are dedicated to people experiencing homelessness, others are resources available to everyone in the community. Ensuring that these programs are available and accessible for people experiencing homelessness allows the community to get the most out of its existing resources.

Stakeholders in San Joaquin County have expressed the need for supportive services at every level of the homeless response system. Case management and employment/education services are critical elements to ensuring housing stability for those living on the street, in shelter, and in permanent housing. San Joaquin should consider the following:

- New shelter, rapid rehousing, and permanent supportive housing projects/initiatives must include funding for supportive services (or at minimum, partnership agreements with service providers or the County);
- Services should adhere to a “Housing First” model (low-barrier, client-centered, voluntary);
- Set aside a portion of any supportive services funds for “aftercare” (services after financial support ends);
- Negotiate and/or lobby for case management to become reimbursable under Medi-Cal;
- Case Management should be “housing-focused” (housing stability drives all participant goals and plans); and
- Engage the business community to create internship, apprenticeship, employment, and grant opportunities.

“When I first came to Stockton Shelter, I knew all about St. Mary’s Dining Room. I began volunteering and then found my way to Social Services where I found help with housing, counseling, and mental health. Now I volunteer and have a leadership role in one of the programs. The shelter program has helped me stay clean and sober.”

While San Joaquin County works to build a robust and responsive system of care with sufficient low-barrier shelter capacity and affordable permanent housing options – all of which are critical to ending homelessness – few can pull themselves up alone. Supportive services are a critical element to ensuring every household can find and keep a safe home in which to thrive.

CONCLUSION

Call to Action

The San Joaquin community faces two pandemics: one well-known, one novel, both devastating. Homelessness is not new. It is more and more present in San Joaquin. Those who had found new homes are increasingly returning to homelessness, while those who have never faced the prospect of living on the street are increasingly confronting this reality. This reality has been further exacerbated by the arrival of COVID-19.

However, this convergence has created opportunity. There is an unknown and uncertain future, but the federal and state governments are paying attention. They are creating new funding streams, permitting flexibility, and encouraging creative solutions to resolve widespread housing instability. San Joaquin must come together at this critical juncture with increased local investment and political will.

The San Joaquin Community Response to Homelessness was developed to serve as the touchstone for the Continuum of Care, County, and cities within, to ensure evidenced-based and community-developed strategies guide San Joaquin's immediate and future actions. By committing to increased coordination, data collection, community education, and local funding, San Joaquin's unhoused citizens will be afforded a critical safety net that prioritizes the most vulnerable, removes unnecessary barriers to entry, and offers comprehensive supportive services.

The Implementation Addendum included as an appendix to this strategic plan provides a road map of activities, action steps, responsible parties, and key stakeholders to implement this shared vision.

APPENDICES

IMPLEMENTATION ADDENDUM

Goal 1: Establish a Coordinated and Engaged Regional System of Care

Activity	Steps	Responsible Parties	Stakeholders
<p>Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the countywide Homeless System of Care</p>	<p>Strengthen Coordinated Entry System</p> <p><i>Year 1:</i></p> <ul style="list-style-type: none"> <i>Hire consultant to assist CoC Board with operating plan for Coordinated Entry System</i> <i>Finalize system design and policies and procedures</i> <i>Conduct onboarding and training</i> <i>Determine access points</i> <i>Establish key organizations, ensuring full geographic coverage</i> <i>Survey end users</i> <i>Set up HMIS to support system</i> <p><i>Years 2-5:</i></p> <ul style="list-style-type: none"> <i>Rollout system with selected providers</i> <i>System in place and tracking metrics</i> <i>Evaluate VI-SPDAT</i> 	<p><i>Coordinated Entry System Committee</i></p> <p><i>CoC Board</i></p>	<p><i>End users of CES</i></p>

	<p><i>Establish Countywide Priorities, Design a Shared Process Around Funding</i></p> <p><i>Year 1:</i></p> <ul style="list-style-type: none"> • <i>CoC Board sends approved plan to all jurisdictions to request voting bodies to adopt</i> • <i>CoC Board review of current committee structure to ensure it aligns with strategic plan goals; assignment of committees as responsible parties</i> • <i>Jurisdictions adopt strategic plan, align investment of resources</i> <ul style="list-style-type: none"> ○ <i>Identify action steps for each of the local jurisdictions, what their role should be as they move to support implementation</i> • <i>Design advisory board responsible for coordinating and prioritizing use of federal, state and local funding</i> <p><i>Years 2-5:</i></p> <ul style="list-style-type: none"> • <i>Annual review of Strategic Plan by CoC Board</i> • <i>Annual report of progress produced and distributed by CoC Board</i> • <i>Annual CoC Board training</i> • <i>Launch advisory board with participation by all jurisdictions</i> • <i>Design common RFP mechanism</i> • <i>Offer TA to providers to establish new project pipeline</i> 	<p><i>CoC Board</i></p> <p><i>County</i></p> <p><i>Cities</i></p>	<p><i>Providers</i></p> <p><i>CoC</i></p>
<p>Strategy 1.2: Improve Data Collection, Measurement, and Analysis</p>	<p><i>Year 1:</i></p> <ul style="list-style-type: none"> • <i>Ensure all housing & homeless programs are trained and participate in HMIS (condition funding on participation)</i> • <i>Demonstrate the utility of data collection to achieve buy-in from participating organizations to track individuals returning to homelessness, take advantage of free trainings offered to them, obtain technical assistance when necessary, etc., free licenses – goal is 100% participation</i> • <i>Engage in a robust review of the HMIS Lead, including soliciting other agencies interested in acting as the HMIS Lead</i> • <i>Evaluate opportunities to streamline/expand data entry through partnerships that have emerged from COVID-19 response efforts</i> 	<p><i>CoC Board</i></p> <p><i>HMIS Lead Agency</i></p>	<p><i>End Users</i></p> <p><i>HMIS Lead</i></p> <p><i>Data Cmte</i></p> <p><i>Mainstream providers</i></p>

	<p><i>Years 2-5:</i></p> <ul style="list-style-type: none"> • <i>Assess data to drive community action (e.g. measure if outputs meet inputs, effectiveness of interventions) (ongoing)</i> • <i>Hire dedicated administrative staff to manage the day-to-day operations of the HMIS to improve data quality, provide support to partner organizations, and to enable real-time data collection</i> • <i>Improve ability for agencies/system to capture client exit destinations</i> • <i>Increase coordination between mainstream benefits and homeless assistance data systems to ensure identification of those eligible for SSI, CalWORKs, etc.</i> 		
<p>Strategy 1.3: Educate and Engage the Community</p>	<p><i>Year 1:</i></p> <ul style="list-style-type: none"> • <i>Educate the public on the need to implement evidence-based best practices (e.g. Housing First, Coordinated Entry, prevention and diversion, trauma-informed care, low-barrier programming, and voluntary services)</i> • <i>Identify funding to support public education</i> • <i>Establish lead entity for engagement and education efforts; engage wide array of partners, including jurisdictions, to participate on Education Cmte</i> • <i>Identify costs of homelessness vs. cost savings through best practices</i> <p><i>Years 2-5:</i></p> <ul style="list-style-type: none"> • <i>Publicize success stories of individuals and strategies, including trauma-informed care, prevention, and cultural awareness</i> • <i>Work with the business sector to address their concerns about blight and use data to show the results of efforts that have already been undertaken</i> • <i>Initiate messaging that better explains Housing First and that highlights what has worked in San Joaquin and other similar communities</i> • <i>Undertake community education to encourage willingness for affordable development in our neighborhoods; and</i> • <i>Incorporate the voice of the consumer/client through focus groups, surveys, and listening meetings.</i> 	<p><i>CoC Board</i></p> <p><i>Education Cmte</i></p> <p><i>City of Stockton</i></p> <p><i>San Joaquin Fair Housing</i></p>	<p><i>CBOs</i></p> <p><i>Business Community</i></p> <p><i>Youth</i></p> <p><i>Reinvent Stockton</i></p> <p><i>ACES</i></p> <p><i>HMIS Lead</i></p> <p><i>Office of Ed., School Districts, Cmty. Colleges</i></p>

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services

Activity	Steps	Responsible Parties	Stakeholders
Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services	Invest in Expansion of Shelter Capacity	County Cities Shelter providers Funding Advisory Board	Business community Allied CBOs People with lived experience Law enforcement Hospitals
	<p>Year 1:</p> <ul style="list-style-type: none"> Obtain city, County, and private investment to maintain existing capacity of programs Identify needs and develop plan for population-specific low barrier shelters (e.g., single women) Identify and engage private sector partners (e.g., join business community meetings) Provide financial support to expand hours of “Night-by-Night” shelters (ideally for 24 hours) in order to provide continuity of care and increased case management support Consider impact of COVID-19 and tailor shelter strategies as appropriate <p>Years 2-5:</p> <ul style="list-style-type: none"> County Human and Behavioral Health are fully integrated into major shelters, providing essential wrap around services Expand low-barrier shelter capacity, incorporating Housing First principles to existing shelters, and to any new or expanded shelters (e.g. allow partners, pets, possessions; not require sobriety or mental health counseling to enter) Identify location, scope of services, and sustainability plan for Navigation Center Identify and engage additional shelter providers for expansion 		
	Standardize Low-Barrier Shelter Policies	CoC Board	Shelter providers Allied CBOs
	<p>Year 1:</p> <ul style="list-style-type: none"> Provide best practices, guidance, and consistent definition of terms to support standardization of policies throughout all shelters, in promotion of equity <p>Years 2-5:</p> <ul style="list-style-type: none"> Provide technical assistance to higher barrier shelters and sober living environments to revise policies in alignment with low-barrier approaches 		

<p>Strengthen Housing-Focused Case Management</p> <p>Year 1:</p> <ul style="list-style-type: none"> Assess staffing capacity of shelters, identify needs <p>Years 2-5:</p> <ul style="list-style-type: none"> Identify permanent funding streams to support ongoing staffing needs Ensure that voluntary support services are accessible at all shelters through coordinated on-site case management, mobile multi-disciplinary teams, or rotating support staff 	<p>County</p> <p>Cities</p> <p>Shelter providers</p> <p>Funding Advisory Board</p>	<p>Business community</p> <p>Allied CBOs</p> <p>People with lived experience</p>	
<p>Strategy 2:2: Invest in Prevention</p>	<p>Year 1:</p> <ul style="list-style-type: none"> Invest in eviction prevention rental assistance funds to pay rental arrears (back rent); Establish an emergency eviction prevention fund that can quickly respond to needs (e.g., within 7-10 days) Increase access to free legal services and assistance (representation greatly increases tenant victories); leverage available eviction data to inform strategies and make the case for funding Develop toolkit to educate partners about available resources (including school districts) Evaluate effectiveness and impact of COVID-specific strategies and funding that should be replicated or maintained longer term <p>Years 2-5:</p> <ul style="list-style-type: none"> Establish funds to address the gap created by ESG income limitations (30% AMI) Fund short-term rental subsidies to increase household housing stability Advocate to the State the need for expedited access to Emergency Solutions Grant (ESG) funds, as there have been significant delays Connect people to mainstream resources and benefits (e.g., going upstream to develop systems of support to school districts, looking at poverty, low literacy, homelessness, etc.) 	<p>County</p> <p>Cities</p> <p>Education Cmte</p> <p>Funding Advisory Board</p>	<p>CBOs</p> <p>Property owners</p> <p>Tenants</p> <p>CVLI</p> <p>Housing Authority</p> <p>Banks</p> <p>CPF</p> <p>Legal services</p> <p>Schools</p> <p>Business Community</p>

	<ul style="list-style-type: none"> • <i>Enact rent control legislation that considers both tenants and landlords by preventing rent increases of exorbitant amounts while providing government subsidies or tax credits to help renters absorb price increases</i> • <i>Re-envision the Homeless Prevention & Rapid Rehousing (HPRP) project model to fund rental assistance up to 18 months, including security deposits, utility assistance, moving costs, and/or hotel vouchers.</i> • <i>Evaluate needs of subpopulations, including transition age youth</i> 		
<p>Strategy 2.3: Improve and Expand Outreach and Engagement</p>	<p><i>Year 1:</i></p> <ul style="list-style-type: none"> • <i>Support and expand existing multi-disciplinary teams (e.g. social workers, mental and physical health providers, police) who conduct street outreach and are able to connect people to supportive services</i> • <i>Re-invest and expand existing successful pilot programs (e.g. Stockton LEAD and Lodi Community Liaison) to ensure full-time staffing to meet existing needs</i> • <i>Identify entities that should lead coordination efforts with law enforcement, behavioral health, and other entities, so that law enforcement remains a partner, but not the leader, of homeless response efforts</i> • <i>Expand or replicate behavioral health mobile teams (e.g. San Joaquin County Mobile Crisis Support Teams)</i> <p><i>Years 2-5:</i></p> <ul style="list-style-type: none"> • <i>Reduce barriers to hiring to increase diversity of street outreach staff, to include more people with lived experience and to better reflect the population served</i> • <i>Increase prevalence of locations (e.g. shelters, community centers) for “warm handoffs” from law enforcement/other sectors to service providers</i> • <i>Break down silos between outreach teams and case management</i> • <i>Implement trainings on best practices for teams, including trauma-informed care, critical time intervention, motivational interviewing, and use of technology</i> 	<p><i>CoC Board</i></p> <p><i>County</i></p> <p><i>Cities</i></p> <p><i>Education Cmte</i></p>	<p><i>Outreach teams</i></p> <p><i>CBOs</i></p> <p><i>FBOs</i></p> <p><i>Police Depts</i></p> <p><i>Behavioral Health</i></p>

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing Solutions

Activity	Steps	Responsible Parties	Stakeholders
Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families	<p>Year 1:</p> <ul style="list-style-type: none"> • Master lease, lease to own, or create agreements with existing lodging in the community (e.g. motels) to create Permanent Supportive Housing • Evaluate and modify codes and zoning laws at City and County levels that unnecessarily restrict the development of high-density affordable housing • Develop a list of vacant or underutilized properties to target for development (government or privately owned) • Establish homeless unit set-asides in affordable non-homeless projects/developments <p>Years 2-5:</p> <ul style="list-style-type: none"> • Rehabilitate vacant or underutilized properties • Assess complementary agencies to support affordable housing (e.g., transit, parks, food) • Establish a predevelopment loan pool for developers to have funds to complete due diligence on proposed projects (Housing Trust Fund) • Develop Affordable Housing Strategic Plans for all jurisdictions • Promote the development of social housing (mixed-income projects available to anyone) funded by new real-estate document recording fees, a tax increase on high-dollar real estate transactions, or through income-based rent • Advocate for inclusionary zoning policy requiring at least 20% of units to be affordable in new developments • Support and encourage creative housing production solutions (e.g., modular, manufactured) • Advocate for expedited affordable housing projects 	<p>CoC Board</p> <p>County</p> <p>Cities</p>	<p>Developers</p> <p>Municipal staff</p> <p>Community Foundation</p> <p>Funders</p>

	<ul style="list-style-type: none"> • <i>Advocate for permitting fees for Extremely Low-Income (ELI) housing construction</i> • <i>Ensure incoming state funding supports the development or rehabilitation of permanent housing for homeless households</i> • <i>Increase case management services to ensure special subpopulations stay housed</i> 		
<p>Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives</p>	<p><i>Year 1:</i></p> <ul style="list-style-type: none"> • <i>Create flexible funding to incentivize private landlords to house program participants in market rate units (e.g. signing bonuses, ongoing funds to hold units, double deposits)</i> • <i>Advocate for investment in Landlord Navigator and Housing Locator positions who can identify prospective partners, ensure landlord questions are answered promptly, and prepare program participants to succeed in housing</i> <p><i>Years 2-5:</i></p> <ul style="list-style-type: none"> • <i>Secure local funds for prevention and incentives</i> • <i>Engage a long-term contracted service provider to staff housing navigation support</i> • <i>Share Stockton’s off-the-shelf ADU plans with fellow cities</i> • <i>Negotiate with property owners, rather than property management companies, to help overcome the high move-in costs that property managers are requiring</i> • <i>Educate landlords about laws against discriminating against applicants based on source of income</i> • <i>Incentivize absent landlords to sell or develop properties</i> • <i>Offer mediation services for landlord-tenant conflicts</i> • <i>Provide assistance for clients in need of credit repair</i> • <i>Engage homeowners who have spare rooms or ADUs on site to become landlords</i> 	<p><i>CoC Board</i></p> <p><i>County</i></p> <p><i>Cities</i></p> <p><i>Funding Advisory Board</i></p>	<p><i>CBOs</i></p> <p><i>Developers</i></p> <p><i>Property owners</i></p>

	<ul style="list-style-type: none"> • <i>Design and implement a county-wide messaging and engagement strategy (e.g. refined program literature, community orientations and appreciation events, print/social media campaigns)</i> • <i>Examine the discretion held by the Office of the District Attorney and the courts regarding the clearance of criminal convictions and unpaid fines for people that are homeless in order to remove landlord concerns regarding criminal and credit history</i> 		
<p>Strategy 3.3: Expand Case Management, Employment, and Supportive Services</p>	<p><i>Year 1:</i></p> <ul style="list-style-type: none"> • <i>Engage the business community to create internship, apprenticeship, employment, and grant opportunities</i> • <i>Educate providers about benefits of “Housing First” model (low-barrier, client-centered, voluntary)</i> • <i>Host “conference” to expand education about housing-focused case management services to broader audience</i> <p><i>Years 2-5:</i></p> <ul style="list-style-type: none"> • <i>Evaluate population-specific case management needs</i> • <i>New shelter, rapid rehousing, and permanent supportive housing projects/initiatives must include funding for supportive services (or at minimum, partnership agreements with service providers or the County)</i> • <i>Maximize and institutionalize local match to secure highest amount of state and federal funding to support service needs</i> • <i>Set aside a portion of any supportive services funds for “aftercare” (services after financial support ends)</i> • <i>Negotiate and/or lobby for case management to become reimbursable under Medi-Cal</i> • <i>Case Management should be “housing-focused” (housing stability drives all participant goals and plans)</i> 	<p><i>CoC Board</i></p> <p><i>Funding Advisory Board</i></p>	<p><i>CBOs</i></p> <p><i>Worknet</i></p> <p><i>CalWorks</i></p> <p><i>Business Community and Assns.</i></p> <p><i>Chambers of Commerce</i></p> <p><i>County</i></p> <p><i>Cities</i></p> <p><i>Office of Ed.</i></p>

NON-CONGREGATE APPROACHES FOR COVID-19 RESPONSE

NON-CONGREGATE APPROACHES TO SHELTERING FOR COVID-19 HOMELESS RESPONSE

Continuums of Care considering non-congregate approaches to sheltering people who are homeless that are symptomatic or in high risk categories, such as seniors or people with chronic illness, should consider the following guidance when designing local approaches. Coordination with public health partners is essential in design, resource investment and staffing considerations.

PLACEMENT: Comprehensive screening and triage in place to refer to site and prioritize placement

	Best Practice Approach: Private Individual Rooms	Better Approach: Individual Rooms/Semi-Private Spaces	Good Approach: Shared Spaces
Target Population	<ul style="list-style-type: none"> <input type="checkbox"/> Individuals who are symptomatic after screening at shelter has been implemented <input type="checkbox"/> Individuals who are pending testing or are close contacts of confirmed cases <input type="checkbox"/> Individuals who are high risk¹ with or without symptoms <input type="checkbox"/> Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized 	<ul style="list-style-type: none"> <input type="checkbox"/> Individuals who are symptomatic after screening at shelter has been implemented <input type="checkbox"/> Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized as long as all individuals in the space are COVID-19 positive 	<ul style="list-style-type: none"> <input type="checkbox"/> Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized as long as all individuals in the space are COVID-19 positive <input type="checkbox"/> Individuals who are asymptomatic after screening at shelter has been implemented as long as all individuals in the space are asymptomatic.
Set-up	<ul style="list-style-type: none"> <input type="checkbox"/> Individual bedroom (walls on all sides and a door) <input type="checkbox"/> Individual bathroom <input type="checkbox"/> Individual HCV <input type="checkbox"/> Personal cleaning supplies for an ill person's room and bathroom 	<ul style="list-style-type: none"> <input type="checkbox"/> Individual bedroom (walls on all sides and a door) <input type="checkbox"/> If no existing walls, makeshift walls that are floor to ceiling should be created to create 6ft separation <input type="checkbox"/> Limited shared bathroom with cleaning regiment <input type="checkbox"/> Bathroom should be cleaned and disinfected after each use by an ill person <input type="checkbox"/> Dedicate an entrance(s) or passageway(s) for infectious individuals when feasible. 	<ul style="list-style-type: none"> <input type="checkbox"/> Shared bedroom spaces with 6ft separation <input type="checkbox"/> Makeshift walls that are floor to ceiling (if feasible) should be created <input type="checkbox"/> Arrange all sleeping areas (including beds/cots) so that individuals are separated by putting a minimum of 6 feet between individual sleeping surfaces to prevent the spread of infections. <input type="checkbox"/> Shared bathroom <input type="checkbox"/> Bathroom should be cleaned and disinfected after each use by an ill person <input type="checkbox"/> Dedicate an entrance(s) or passageway(s) for infectious individuals when feasible.
Staffing	<ul style="list-style-type: none"> <input type="checkbox"/> Onsite healthcare <input type="checkbox"/> Transportation plan for closest hospital transport <input type="checkbox"/> Staff shifts and crew configuration <input type="checkbox"/> Cleaning schedules <input type="checkbox"/> PPE available for staff <input type="checkbox"/> Non-Congregate site management staff <input type="checkbox"/> Case management staff <input type="checkbox"/> Security 	<ul style="list-style-type: none"> <input type="checkbox"/> Identifying dedicated staff to care for COVID-19 patients. <input type="checkbox"/> Telehealth options <input type="checkbox"/> PPE available for staff <input type="checkbox"/> Non-Congregate site management staff <input type="checkbox"/> Security 	<ul style="list-style-type: none"> <input type="checkbox"/> Identifying dedicated staff to care for COVID-19 patients. <input type="checkbox"/> Telehealth options <input type="checkbox"/> PPE available for staff <input type="checkbox"/> Non-Congregate site management staff <input type="checkbox"/> Security

¹ Center for Disease Control: Corona Virus 2019 (COVID 19) *Are you at higher risk for severe illness?*
<https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>

This resource is prepared by technical assistance providers and intended only to provide guidance. The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution Approving the Final Location for Tiny Homes Project

MEETING DATE: September 2, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Adopt a resolution approving the final location for Tiny Homes Project.

BACKGROUND INFORMATION: In December 2018, the San Joaquin Continuum of Care (SJCoC) awarded the City \$1,250,000 in HEAP grant funds for its tiny home permanent supportive housing project. On May 1, 2019, the City Council accepted the award.

City staff worked with numerous stakeholders to gather feedback on and evaluate potential sites, including Lodi's Committee on Homelessness, a town hall meeting, homeless services providers, local advocacy groups such as Take Back Lodi, local law enforcement, developers, and residents with these and other partners. Factors for site selection were deliberated, such as vacant lots, proximity to resources for project residents, compatibility with surrounding uses, compliance with zoning and development codes, concentration of similar type projects, property acquisition costs, and site development costs such as environmental assessments and clearance.

As a result of this feedback, the City initially narrowed down its options to two potential locations at 301 East Lodi Avenue and 2 East Lodi Avenue (Maple Square), which were assessed for environmental impacts. An environmental assessment revealed that both sites exceeded permitted noise levels. City staff looked into site modification that would reduce noise levels to a permitted level, such as, walls, landscaping, site layout, and building materials, to name a few; however, no reasonable modifications were found to alleviate the noise level and meet project expectations.

City staff then looked at other potential sites, and weighing the factors listed above, identified a new site at Tom Chapman Field or Armory Park (333 N. Washington Street). This site meets the criteria for proximity to resources for project residents, compatibility with surrounding uses, compliance with zoning and development codes, low acquisition cost and ease of acquisition (city-owned), and low anticipated development costs such as environmental assessment and clearance. The proposed site is located in the North part of the City and lies adjacent to, and just south and west, of similar-use recreational areas: Grape Bowl, Zupo Field and Lawrence Park. Single and multi-family housing border the park on its west, and to its south are recreational-use buildings including Army National Guard Recruiting Office, Fraternal Order of Eagles Lodge, and American Legion Memorial Building. The park has a baseball/softball diamond with bleachers, field lights, and restrooms. The park is currently used by recreational associations such as Lodi Boosters of Boys/Girls Sports; although, park usage has historically been low. Should this site be selected, City staff plans to work with the community, Parks and Recreation Commission, and other stakeholder groups to increase other park assets to offset the loss of this field. Additionally, because the Tiny Homes project is only anticipated to cover about one-fourth of the total lot, City staff will engage the public and City Council on potential future uses of the site.

APPROVED: _____
Stephen Schwabauer, City Manager

Project Description:

The City's tiny home project will create approximately five units of permanent housing for homeless individuals and families or those at risk of homelessness with expansion capacity of eight units. This supportive housing will help homeless individuals/families move from emergency shelters, motel voucher and transitional housing programs, or off the streets into long-term, affordable housing where they can continue their progress toward stable and independent living.

The project will receive tenant referrals from local organizations including Salvation Army, Lodi House and Women's Center, as well as the Housing Authority of the County of San Joaquin (HACCSJ). HACCSJ will supply housing choice vouchers to tenants. Volunteer supportive housing services will be available for tenants, and tenants will sign lease agreements that include appropriate maintenance of each unit.

The City has partnered with HACCSJ to manage the construction of this project. Also, the City will acquire or provide the land for the project site and HACCSJ will own and manage the tiny homes project, similar to its other housing properties.

Once the location is established, City staff will confirm the project schedule and budget. City staff will also then prepare an agreement between City and Housing Authority for consideration and approval by the City Council.

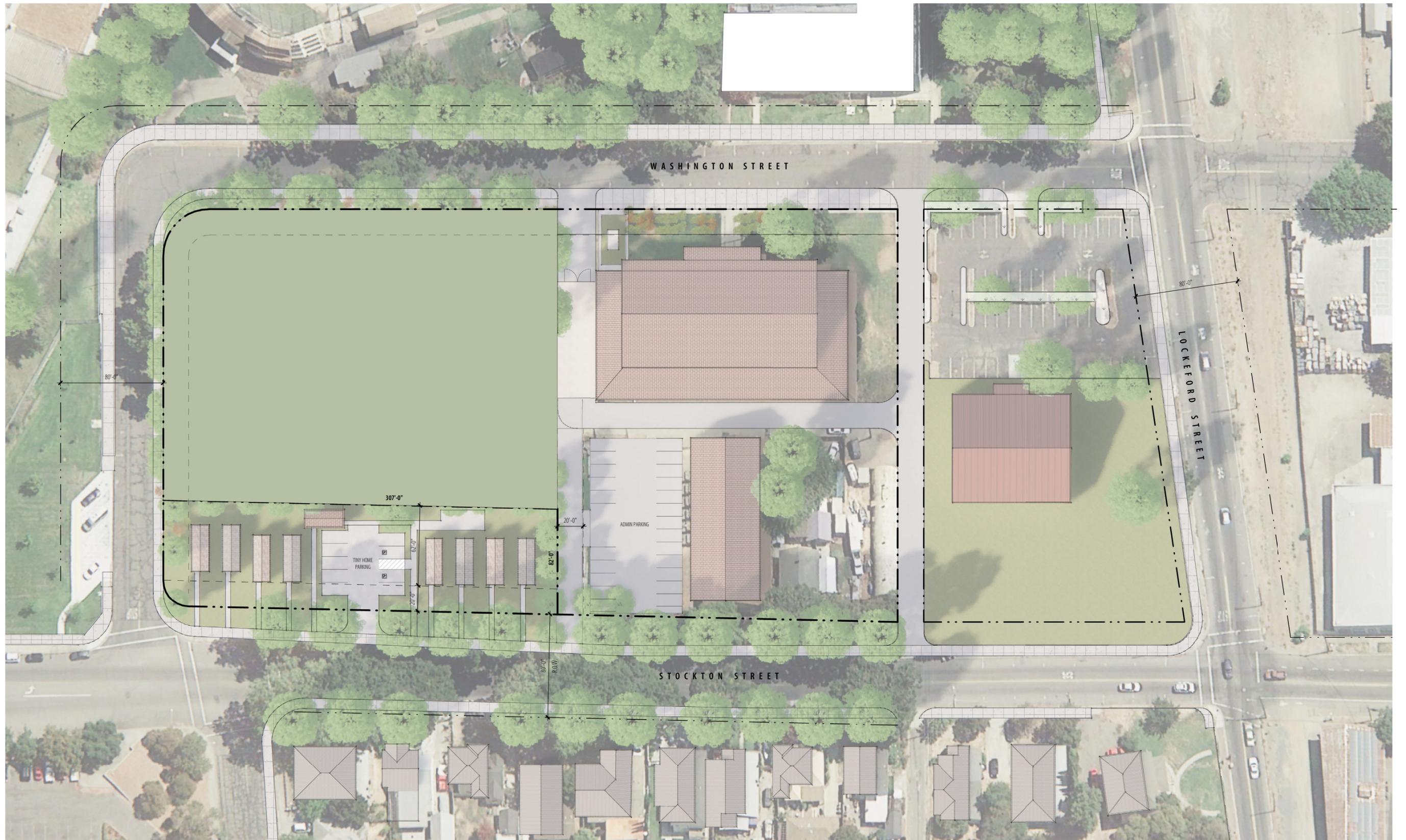
FISCAL IMPACT: Not Applicable.

FUNDING AVAILABLE: The HEAP grant will provide \$1.25 million in funds to cover project costs including a set-aside of \$128,058 in related property acquisition costs.

Andrew Keys, Deputy City Manager/Internal Services Director

John R. Della Monica, Jr.
Community Development Director

Attachments:
Site Map
Resolution



TINY HOME MASTER PLAN

CITY OF LODI

08.17.20

SCHEMATIC DESIGN

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE FINAL LOCATION FOR THE TINY HOMES PROJECT

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WHEREAS, the City of Lodi has been awarded a \$1,250,000 Homeless Emergency Aid Program (HEAP) grant from the San Joaquin Continuum of Care (SJCoC); and

WHEREAS, the grant funds will be used to create approximately five tiny homes of permanent supportive housing for homeless individuals and families or those at risk of homelessness, with a possible expansion to eight units; and

WHEREAS, the City entered into a Subrecipient Agreement with SJCoC for implementation of the HEAP grant, which includes a project description and grant requirements; and

WHEREAS, City staff evaluated multiple sites in various locations for the tiny homes project; factors for site selection included proximity to resources for project residents, compatibility with surrounding uses, compliance with zoning and development codes, concentration of similar type projects, property acquisition costs, and site development costs such as environmental assessments and clearance; and

WHEREAS, the City will enter into an agreement with the Housing Authority of the County of San Joaquin at a future date, which will include project description, budget, schedule, and grant requirements for the design, construction, and operations of the tiny homes project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the final location for the tiny homes project at Tom Chapman Field.

Dated: September 2, 2020

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I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk