



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

Streaming Link:  
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**AGENDA – Regular Meeting**  
Date: June 3, 2020  
Time: Closed Session 6:40 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 [www.facebook.com/CityofLodi/](http://www.facebook.com/CityofLodi/)

### **Public Comment:**

Members of the public can send written comments to the City Council prior to the meeting by emailing [councilcomments@lodi.gov](mailto: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](mailto: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.

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](mailto: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](mailto: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.

**The following members of the Lodi City Council are listed to permit them to appear telephonically at the City Council Meeting on June 3, 2020:** Mayor Pro Tempore Alan Nakanishi.

For information regarding this Agenda please contact:  
**Pamela M. Farris**  
**Assistant 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 May 1, 2020 through May 14, 2020 in the Amount of \$3,576,046.14 (FIN)
- C-2 Approve Minutes (CLK)
  - a) May 6, 2020 (Regular Meeting)
  - b) May 6, 2020 (Special Meeting)
  - c) May 12 and May 19, 2020 (Shirtsleeve Sessions)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for the Stormwater Trash Collection Project – Phase 1 (2020) (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Church Street Bike and Pedestrian Improvement Project (PW)
- Res. C-5 Adopt Resolution Awarding Contract for 2020 Pavement Maintenance Project to DSS Company dba Knife River Construction, of Stockton (\$185,450), Authorizing City Manager to Execute Change Orders (\$100,000), and Appropriating Funds (\$65,450) (PW)

- Res. C-6 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program, with Popuch Concrete Contracting, Inc., of Lodi, Including Consumer Price Index Adjustments to the Contract Unit Prices (PW)
- Res. C-7 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for SCADA Database and Graphics Update for McLane Substation with Survalent Technology Corporation, of Buffalo, New York (\$44,500) (EU)
- Res. C-8 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Three-Year Renewal of Outage Management System (OMS), Interactive Voice Response (IVR), WindMil and WindMilMap Circuit Analysis Tools and Support Services with MilSoft Utility Solutions, of Abilene, Texas (\$100,800) (EU)
- Res. C-9 Adopt Resolution Approving Annual Shared Automation Fee Structure for Agreement Between City of Stockton and Sirsi Corp., Integrated Library System, and Approving Cost Sharing Fee for Fiscal Year 2019/20 (\$26,766) (LIB)
- Res. C-10 Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2020/21 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$76,505), Transit Facility Cleaning (\$58,658), and Hutchins Street Square Landscape Maintenance (\$21,403) (PW)
- C-11 Accept Improvements Under Contract for McLane Substation Renovation Project (EU)
- Res. C-12 Adopt Resolution Authorizing Lodi Arts Commission to Place a Mural on the Downtown Parking Garage Commemorating the Centennial of the 19<sup>th</sup> Amendment to the U.S. Constitution, and Authorize City Manager to Negotiate an Encroachment Agreement for the Mural Placement (\$20,000) (PRCS)
- Res. C-13 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)
- Res. C-14 Adopt Resolution Exempting the City of Lodi from the State-Mandated Congestion Management Program in Conjunction with San Joaquin Council of Governments' Effort to Achieve Countywide Exemption in Accordance with California Government Code §65088.3 (PW)
- C-15 Appoint Catherine Metcalf to Lodi Arts Commission, Eugene Chow to Library Board of Directors, and Lisa Craig to Site Plan and Architectural Review Committee (SPARC); and Re-Post for Vacancies on Greater Lodi Area Youth Commission (Adult Advisors and Student Members) (CLK)
- C-16 Receive Report Regarding Communication Pertaining to HEROES Act COVID-19 Response Package (CLK)
- Res. C-17 Adopt a Resolution Authorizing the City Manager to Submit a Local Early Action Planning (LEAP) Grant Application and to Enter into Agreements with the California Department of Housing and Community Development for LEAP Grants (\$300,000) (CD)
- Res. C-18 Adopt a Resolution Authorizing the City Manager to Draft a 2020 Permanent Local Housing Allocation (PLHA) Grant Application to the California Department of Housing and Community Development for Permanent Homeless Shelter Project - Predevelopment Phase (\$2,017,590) (CD)
- Res. C-19 Adopt Resolution Accepting the Fiscal Year 2018/19 Measure L Citizens' Oversight Committee Annual Accountability Report, and Authorizing the City Manager to have a One-Page Flyer (Bill Insert) Created to Promote the Successes of Measure L (\$3,500) (CM)
- Res. C-20 Adopt Resolution Declaring Intention to Annex Territory (Gateway South Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Public Services (Annexation No. 10); and Setting Public Hearing for July 15, 2020 (PW)

**D. Comments by the Public on Non-Agenda Items**

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

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). 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**

Res. G-1 Public Hearing to Consider Adopting a Resolution Amending the Procedures for Review of Growth Allocation Applications (CD)

**H. Regular Calendar**

Res. H-1 Adopt Resolution 1) Authorizing City Manager to Amend Customer Assistance & Relief Energy (CARE) Package Program Increasing Benefits by \$249,000; 2) Authorizing City Manager to Amend Existing CARE Program Third-Party Administrator Contract Limits and Existing Energy Efficiency Services Professional Services Agreement to include CARE Program Application Services in Amount Not to Exceed \$102,000 Collectively; and 3) Authorizing Necessary Appropriations and Carry Forward into Fiscal Year 2020/21 (CM)

Res. H-2 Adopt Resolution Approving Fiscal Year 2020/21 Financial Plan and Budget and Approving Fiscal Year 2020/21 Appropriation Spending Limit (DCM)

**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.

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Pamela M. Farris  
Assistant City Clerk

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

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at [www.lodi.gov](http://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/](https://www.facebook.com/CityofLodi/)



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Register of Claims for May 1, 2020 through May 14, 2020 in the Total Amount of \$3,576,046.14

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Internal Services Director

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$3,576,046.14

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$3,576,046.14 for May 1, 2020 through May 14, 2020. Also attached is Payroll in the amount of \$1,472,626.36 through May 3, 2020.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

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Andrew Keys  
Internal Services Director

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Council Report  
City of Lodi - v11.3.20 Live  
5/1/2020 through 5/14/2020

<b>Fund</b>	<b>Fund Title</b>	<b>Amount</b>
100	General Fund	\$1,246,448.25
103	Measure L	\$82,354.30
120	Library Fund	\$130.66
140	Expendable Trust	\$8,568.05
200	Parks Rec & Cultural Services	\$75,075.63
205	State Grants	\$10,614.84
270	Comm Dev Special Rev Fund	-\$4,030.78
301	Gas Tax-2105 2106 2107	\$56,431.74
305	TDA - Streets	\$3,178.69
307	Federal - Streets	\$41,142.65
402	Info Systems Replacement Fund	\$5,056.18
403	Vehicle Replacement Fund - PD	\$205,885.75
404	Vehicle Replacement Fund - FD	\$14,191.58
432	Parks & Rec Capital	\$24,113.00
500	Electric Utility Fund	\$271,265.20
501	Utility Outlay Reserve Fund	\$210,939.10
504	Public Benefits Fund	\$47,553.23
530	Waste Water Utility Fund	\$66,939.55
560	Water Utility Fund	\$59,015.85
561	Water Utility-Capital Outlay	\$436,974.85
565	PCE/TCE Rate Abatement Fund	\$1,200.00
590	Central Plume	\$11,247.41
591	Southern Plume	\$1,400.43
593	Northern Plume	\$885.82
594	South Central Western Plume	\$902.69
600	Dial-a-Ride/Transportation	\$159,392.45
601	Transit Capital	\$3,564.31
650	Internal Service/Equip Maint	\$18,894.98
655	Employee Benefits	\$514,172.92
801	L&L Dist Z1-Almond Estates	\$2,536.81
<b>Total</b>		<b>\$3,576,046.14</b>

**Council Report: Payroll**  
**City of Lodi - v11.3.20 Live**  
**Pay Period 5/3/2020**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	797,399.00
103	Measure L	95,651.29
120	Library Fund	16,661.55
200	Parks Rec & Cultural Services	90,951.07
270	Comm Dev Special Rev Fund	28,196.06
301	Gas Tax-2105 2106 2107	32,249.24
500	Electric Utility Fund	196,662.46
501	Utility Outlay Reserve Fund	27,198.76
530	Waste Water Utility Fund	131,814.26
560	Water Utility Fund	18,482.50
600	Dial-a-Ride/Transportation	10,482.80
650	Internal Service/Equip Maint	18,015.51
655	Employee Benefits	8,861.86
<b>Report Total</b>		<b>1,472,626.36</b>



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Approve Minutes  
a) May 6, 2020 (Regular Meeting)  
b) May 6, 2020 (Special Meeting)  
c) May 12, 2020 (Shirtsleeve Session)  
d) May 19, 2020 (Shirtsleeve Session)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) May 6, 2020 (Regular Meeting)  
b) May 6, 2020 (Special Meeting)  
c) May 12, 2020 (Shirtsleeve Session)  
d) May 19, 2020 (Shirtsleeve Session)

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

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Pamela M. Farris  
Assistant City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 6, 2020**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 6, 2020, was called to order by Mayor Kuehne at 6:33 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 Assistant City Clerk Farris

NOTE: Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference.

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; Xavier Becerra, in his official capacity as the Attorney General of California; Sonia Angell, in her official capacity as California Public Health Officer; Maggie Park, in her official capacity as Public Health Officer, San Joaquin County; Marcia Cunningham, in her official capacity as Director of Emergency Services, San Joaquin County; City of Lodi; Tod Patterson, in his official capacity as Chief of Police of Lodi, California, United States District Court, Eastern District of California Case No. 2:20-cv-00832-JAM-CKD

C-3 Adjourn to Closed Session

At 6:33 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:42 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:01 p.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

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

A. Call to Order / Roll Call

The Regular City Council meeting of May 6, 2020, was called to order by Mayor Kuehne at 7:01 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 Assistant City Clerk Farris

NOTE: 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 [www.facebook.com/cityoflodi](http://www.facebook.com/cityoflodi); the opportunity for public comment was available through [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov).

B. Presentations

B-1 National Public Works Week Proclamation (PW)

Mayor Kuehne presented a proclamation to Public Works Director Charlie Swimley declaring May 17 to 23, 2020 as National Public Works Week in Lodi. Mr. Swimley thanked the Mayor for recognizing Public Works Week and noted that the theme this year is, "The Rhythm of Public Works." He stated that the Public Works team has risen to the occasion of the pandemic by taking on many new responsibilities, but, through it all, Public Works has remained steady.

B-2 National Police Week Proclamation (PD)

Mayor Kuehne presented a proclamation to Police Chief Sierra Brucia declaring the week of May 10 to 16, 2020, as National Police Week in Lodi. Chief Brucia thanked Council for recognizing the Police Department, especially during these challenging times. He noted that due to the COVID-19 pandemic, Officer Rick Cromwell, who died in the line of duty, would be privately honored by the Department.

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member 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 March 27, 2020 through April 16, 2020 in the Amount of \$2,128,164.13 (FIN)

Claims were approved in the amount of \$2,128,164.13.

C-2 Approve Minutes (CLK)

The minutes of April 7, 2020 (Shirtsleeve Session), April 14, 2020 (Shirtsleeve Session), April 15, 2020 (Regular Meeting), April 15, 2020 (Special Meeting), and April 21, 2020 (Shirtsleeve Session) were approved as written.

- C-3 Adopt Resolution Awarding Contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri (\$1,882,322), Authorizing City Manager to Execute Change Orders (\$400,000), and Authorizing City Manager to Execute Related Documents (PW)

Adopted Resolution No. 2020-83 awarding contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri, in the amount of \$1,882,322; authorizing the City Manager to execute change orders in an amount not to exceed \$400,000; and authorizing the City Manager to execute related documents.

- C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for Operations and Maintenance Services of Central Plume PCE/TCE Remedial Sites (\$171,656), and Appropriating Funds (\$171,656) (PW)

Adopted Resolution No. 2020-84 authorizing the City Manager to execute a Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and maintenance services of Central Plume PCE/TCE Remedial Sites, in the amount of \$171,656, and appropriating funds, in the amount of \$171,656.

- C-5 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for Laboratory Services (\$150,000) (PW)

Adopted Resolution No. 2020-85 authorizing the City Manager to execute a Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for laboratory services, in the amount of \$150,000.

- C-6 Adopt Resolution Approving 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 Funding (PW)

Adopted Resolution No. 2020-86 approving 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 funding.

- C-7 Adopt Resolution Ratifying Expenses and Authorizing City Manager to Execute Change Order to Resolution No. 2019-178 to Purchase Replacement Ultra High Frequency (UHF) Conventional Multisite Radio Communications Systems from Motorola Solutions, Inc., of San Diego (\$53,431) (IT)

Adopted Resolution No. 2020-87 ratifying expenses and authorizing the City Manager to execute change order to Resolution No. 2019-178 to purchase replacement ultra high frequency (UHF) conventional multisite radio communications systems from Motorola Solutions, Inc., of San Diego, in the amount of \$53,431.

- C-8 Adopt Resolution Amending the Implementation of the Electric Vehicle Strategy by Authorizing Staff to Increase Commercial Rebate Amounts, and Reallocate Electric Vehicle Ride and Drive Event Funds to Other Promotional Activities, as Necessary (CM)

Adopted Resolution No. 2020-88 amending the implementation of the Electric Vehicle Strategy by authorizing staff to increase commercial rebate amounts, and reallocate Electric Vehicle Ride and Drive Event funds to other promotional activities, as necessary.

- C-9 Adopt Resolution Authorizing City Manager to Execute ESRI Enterprise Advantage Program (EEAP) Agreement with Environmental Systems Research Institute, Inc., (ESRI),

of Redlands, for Geographic Information System (GIS) Integration Services (\$89,000), and Authorizing Electric Utility Director to Purchase Additional Support Service Credits (\$68,000) to Advance Lodi Electric Utility's GIS Adoption and Integration Efforts (EU)

Adopted Resolution No. 2020-89 authorizing the City Manager to execute ESRI Enterprise Advantage Program (EEAP) agreement with Environmental Systems Research Institute, Inc., (ESRI), of Redlands, for geographic information system (GIS) integration services, in the amount of \$89,000, and authorizing the Electric Utility Director to purchase additional Support Service Credits, in the amount of \$68,000, to advance Lodi Electric Utility's GIS adoption and integration efforts.

C-10 Adopt Resolution Authorizing City Manager to Execute the Participating Electric Distribution Utility Joinder to the Clean Fuel Reward Program Governance Agreement (EU)

Adopted Resolution No. 2020-90 authorizing the City Manager to execute the Participating Electric Distribution Utility Joinder to the Clean Fuel Reward Program Governance Agreement.

C-11 Adopt the Following Resolutions Pertaining to the November 3, 2020, General Municipal Election:

Adopted the following resolutions pertaining to the November 3, 2020, General Municipal Election: Resolution No. 2020-91 calling and giving notice of the General Municipal Election; Resolution No. 2020-92 requesting the San Joaquin County Board of Supervisors to render specified services for the conduct of a General Municipal Election; Resolution No. 2020-93 setting forth the Council's policy regarding impartial analysis, arguments, and rebuttal arguments for any measure(s) that may qualify to be placed on the ballot; and Resolution No. 2020-94 adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at the General Municipal Election.

C-12 Appoint Trenton Diehl to the Site Plan and Architectural Review Committee (CLK)

Made the following appointment:

Site Plan and Architectural Review Committee  
Trenton Diehl Term to expire January 1, 2024

C-13 Receive Report Regarding Communication Pertaining to Support of H.R. 6467, Coronavirus Community Relief Act (CLK)

Received report regarding communication pertaining to support of H.R. 6467, Coronavirus Community Relief Act.

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.

Comments were received via email (filed) and read into the record from the following members of the public:

Kathy Carey Dais - problems with the homeless  
Amanda Lee - termination of Lodi Police Officer  
Jenny Miller - termination of Lodi Police Officer  
Theresa Delp - closure of the parking garage

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

Council Member Mounce stated that she appreciated the comments about the closure of the parking garage, but the City has already responded and the parking garage is open again. She further stated that Kathy Dais and other members of Take Back Lodi are the reason the City was as clean as it was despite having people living on the streets, and she agrees with what Ms. Dais had to say; the City has made strides to help people living on the street; Mayor Kuehne and Council Member Chandler have worked hard on this issue but it is not obvious to the public; it is time to make some visible changes; the City needs to designate City-owned property to fence off and provide an area with bathrooms and sanitation stations to get the homeless out of downtown and the parks; and Downtown, Lawrence Park, and the PG&E station are all getting worse, despite Officer Schiele's hard work.

In response to Council Member Mounce, City Manager Schwabauer stated an item would be brought to Council at either the second meeting in May or the first meeting in June.

Council Member Chandler stated that he agrees with Council Member Mounce regarding finding space, but there is no reason to expect that the homeless will not be in other areas of the City as well. He further stated that citizens are accusing the Council of not opening the City, but the Council does not have that authority and citizens should contact the Governor's office; City Council will do everything in their power to open the City but at this time, it is just following orders.

Mayor Pro Tempore Nakanishi stated he supports the comments regarding the homeless and looks forward to the report. He noted that the City is in the 7th week of the stay-at-home order which began March 19; the curve has been flattened and the hospital is empty but there is a loss of jobs and income, and Council has received many emails and letters demanding the City do something. He stated that he agrees but the City does not have the authority to overrule the County and the State, and citizens should write to San Joaquin County Public Health and to the Governor. He further stated that the San Joaquin County Board of Supervisors will be discussing their plan on Tuesday regarding reopening some types businesses, which is the same plan advocated by the cities in Stanislaus County in their letter to the Governor; he is in favor of sending the same type of letter.

Mayor Kuehne stated Council has received a variety of emails regarding opening the City back up. He noted that a third of the population wants to open up as if nothing had happened, a third is cautiously optimistic and wants to open things slowly and carefully, and a third wants nothing to open until there is a vaccine. He stated that he has been communicating with Dr. Park on a weekly basis about her position and how it affects Lodi; Supervisor Winn contacted him regarding putting together a protocol or a list of businesses to provide protocols for reopening in preparation for when County Public Health authorizes reopening. Lodi citizens have done an excellent job of sheltering in place, and there has been only one death and very few cases, so he is supportive of staff pressing the issue with the County and is willing to sign a letter to the Governor.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving Final 2020-21 Annual Action Plan for Community Development Block Grant (CDBG) Program (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting resolution approving Final 2020-21 Annual Action Plan for Community Development Block Grant (CDBG) Program.

Community Development Director John Della Monica gave a short overview of the item and introduced CDBG Program Administrator Patrice Clemons. Ms. Clemons provided a PowerPoint presentation regarding CDBG Final Annual Action Plan for 2020-2021. Specific topics of discussion included CDBG purpose, 2020-2021 Annual Action Plan, Annual Action Plan Process, budget, funding recommendations, and recommended action.

Council Member Mounce stated that during the second round for CDBG based on the Community CARE Program, the City should give consideration to some of the objectives discussed at the last meeting, specifically the organizations that requested funding but did not receive it in this round.

Mayor Kuehne opened the public hearing for public comment.

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

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-95 approving the Final 2020-21 Annual Action Plan for Community Development Block Grant (CDBG) Program.

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).

G-2 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Title 17 – Development Code, by Repealing and Reenacting Section 17.18.020 – Purposes of Residential Zoning Districts, Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements, Section 17.20.040 – Commercial District General Development Standards, and Section 17.22.030 - Mixed Use Zoning Districts Land Uses and Permit Requirements in Their Entirety (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider introducing an ordinance amending Lodi Municipal Code Title 17 - Development Code, by repealing and reenacting Section 17.18.020, "Purposes of Residential Zoning Districts," Section 17.20.030, "Commercial Zoning District Land Uses and Permit Requirements," Section 17.20.040,

"Commercial District General Development Standards," and Section 17.22.030, "Mixed Use Zoning Districts Land Uses and Permit Requirements" in their entirety.

Community Development Department contract Planner Ed Junker provided a PowerPoint presentation regarding the proposed ordinance. Specific topics of discussion included purpose of amendment, scope and effect of revisions, proposed amendments, residential density, office district uses, map of office-zoned lands, core office district, Community Commercial (CC) parcel size, map of CC-zoned lands, core CC district, Mixed Commercial Use (MCO) district residential uses, maps of MCO district single family residential uses, Planning Commission review, CEQA review, and recommendation.

In response to City Manager Schwabauer, Mr. Junker stated that there is interest in a senior care facility, but evaluation of the Code is separate from any project before the department.

In response to Council Member Chandler, Mr. Junker stated that the current commercial parcels under two acres in size were legal when created but parcels cannot be created in this manner now.

Council Member Mounce expressed concern over the revisions to Section 17.18.020 and stated the City needs to be cautious about putting additional pressure on the Eastside, which is already over populated, as the City does not want the unintended consequence of more apartment complexes added to the Eastside. She also expressed concerns about the mixed-use zoning district on Elm Street, stating she cannot support this piece of the ordinance.

Mr. Junker stated that these zoning overlays already exist on the Eastside and are being identified by staff at this time, not created.

City Manager Schwabauer clarified that the object is to make the houses that are currently non-conforming into conforming uses.

Community Development Director John Della Monica confirmed that a single-family detached house can remain but a new one cannot be built.

Council Member Mounce stated that commercial uses produce noise in the neighborhood, and further, she is concerned because a house that is in poor condition cannot be rebuilt.

City Manager Schwabauer clarified that many years ago the zoning in that area was changed from residential to industrial, so it is currently industrial which makes all of the houses legal nonconforming; the purpose of the ordinance is to make the houses legal and remove the burden of code nonconformance which prevents property owners from getting building permits.

Mr. Della Monica reiterated that the purpose of the change is to bring the single-family residences into conformance so that owners can do things, such as obtain a repair or remodel permit.

Council Member Mounce stated that residents should not have the risk of an adjacent property owner selling a house that would be converted to industrial use.

In response to Mayor Kuehne, Mr. Junker confirmed that duplexes, triplexes, and apartments are allowed per the 2013 Code.

City Schwabauer clarified that the change was in response to citizens asking to remodel their houses, so he would suggest approving this ordinance change to allow permits to be issued to

those with currently legal nonconforming uses, and then returning to Council with changes to address the other concerns regarding this area.

Mayor Pro Tempore Nakanishi suggested looking at the Lodi Avenue mixed-use area and amending the Code again.

Council Member Mounce stated she cannot support the ordinance if the area is all zoned multi-use and industrial is allowed in the residential areas.

City Manager Schwabauer reiterated that the ordinance is not changing any of the current zoning; the aim is to allow residential property owners to upgrade their houses.

In response to Council Member Chandler, City Manager Schwabauer stated these zoning changes were made in the 1980s.

Council Member Chandler suggested extracting this section from the motion and then clarify property identifications.

In response, Mr. Junker clarified that on the map, pink represents residential use and blue is not confirmed as residential; there is probably more residential uses than reflected on the map, which reinforces the need to recognize those property as legal and conforming.

Council Member Mounce stated that she appreciates that the changes are intended to help people be conforming, but the City needs to remove the multi-use zoning and make it residential only.

Mr. Della Monica suggested making the change to allow single-family residential to bring those properties into conformance and then visit the issue of rezoning to eliminate land use, but in the meantime this would allow property owners to maintain their homes and could heal some of the neighborhood.

Mayor Kuehne stated he would be support the change if the language was cleaned up to allow homeowners to work on their houses; City Manager Schwabauer stated that those language changes could not be made tonight.

Mayor Kuehne opened the public hearing for public comment.

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

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to introduce Ordinance No. 1977 amending Lodi Municipal Code Title 17 - Development Code, by repealing and reenacting Section 17.18.020, "Purposes of Residential Zoning Districts," Section 17.20.030, "Commercial Zoning District Land Uses and Permit Requirements," Section 17.20.040, "Commercial District General Development Standards," and Section 17.22.030, "Mixed Use Zoning Districts Land Uses and Permit Requirements" in their entirety.

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).

H. Regular Calendar

H-1 Adopt Resolution Approving Policy for Emergency Paid Sick Leave and Expansion of the Family Medical Leave Act in Accordance with H.R. 6201, the Families First Coronavirus Response Act (CM)

Human Resources Manager Adele Post provided a presentation regarding the policy for Emergency Paid Sick Leave and the Expansion of the Family Medical Leave Act in accordance with H.R. 6201. Specific topics of discussion included numerous changes; Blue Sheet which shows last-minute changes to child care and isolation; covers two acts - Emergency Paid Sick Leave and Expansion of the Family Medical Leave Act; temporary policy which will expire on December 31, 2020; expansion of definition of childcare provider; and deletion of Senior Library Assistant position from exempted list.

In response to Mayor Pro Tempore Nakanishi, City Manager Schwabauer stated that no federal money is provided to support the mandated adoption of this policy; private companies receive funding but not government agencies.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-96 approving Policy for Emergency Paid Sick Leave and Expansion of the Family Medical Leave Act in Accordance with H.R. 6201, the Families First Coronavirus Response Act.

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-2 Discussion on Status of Stay-at-Home Orders in Issued in Response to the COVID-19 Pandemic (CM)

City Manager Schwabauer provided an introduction to the discussion on the status of the stay-at-home orders issued in response to the COVID-19 pandemic. He stated the City does not have a public health authority and does not have the authority that is granted to public health authorities; the State and San Joaquin County have issued orders; only businesses allowed are those deemed essential; earlier this week the Governor announced as of Friday the State will be transitioning to Phase 2a; there is a pattern of softening restrictions; San Joaquin County is taking steps to implement those changes; types of businesses included in Phase 2a are largely retail stores operating with curbside service; the Governor is also working on creating a set of factors that counties can rely on for Phase 2b which will include another broader group of businesses; expecting more guidance from the State on Thursday as to what the County will need to be able to certify; and the County has not issued Phase 3 guidelines which will include more assembly-type businesses.

Council Member Mounce stated that the one-size-fits all approach taken by the State does not make sense; Lodi has done a great job flattening the curve and has a low number of infected and

hospitalized citizens; the orders are killing small businesses; as long as social distancing is observed, there is no reason not to move Lodi towards reopening; the Council needs to send a letter to the Public Health Director and the Governor to urge them to take into consideration the City's data, to make sure they understand that one-size does not fit all, and to find a way to open up business in Lodi.

Council Member Chandler stated that he wholly endorses Council Member Mounce's comments and feels that the City needs to be more aggressive in making the point that the citizens of Lodi need to be able to open their businesses.

Mayor Pro Tempore Nakanishi stated that he agrees with Council Member Mounce; the orders are ambiguous and arbitrary; and businesses such as hair salons, dog groomers, barbers, and car washes need to be included in allowed businesses.

Mayor Kuehne stated that he supports Council Member Mounce's comments; Lodi is the only city in the County that has had multiple protests because the citizens know the City is doing well in preventing the spread; the County needs to treat Lodi slightly differently; Lodi should open slowly and cautiously, sooner than the other cities; and he is supportive of a letter to the Governor.

Mayor Pro Tempore Nakanishi indicated he would support a letter similar to the one written by the cities in Stanislaus County.

Council Member Mounce stated that she feels the City should stop citing businesses and the City should shift the enforcement of the County and Governor's orders to the County.

Council Member Chandler and Mayor Kuehne concurred.

Police Chief Brucia stated the City needs to maintain consistency; it is difficult for officers to make judgement calls in the field because the orders are ambiguous; and enforcement has mostly been education with only one or two citations issued.

Council Member Mounce reiterated that the Police Department should not be using resources for enforcement or education.

Mayor Pro Tempore Nakanishi stated that Tuesday the Public Health Authority would be making a presentation to the San Joaquin County Board of Supervisors and suggested the City wait for that report.

Council Member Mounce disagreed, stating the City should move forward as quickly as possible.

Council Member Chandler concurred, stating that there is no reason not to be on the record regarding reopening businesses in Lodi.

Mayor Kuehne concurred, stating he supported including verbiage about proceeding with caution, supporting mitigation work to return to work safely, not supporting large gatherings and concerts, and enumerating protocols.

City Manager Schwabauer encouraged Council not to become involved with public health business as the City is not a public health authority or to tell the public how to operate in opposition to State and County orders.

Mayor Pro Tempore Nakanishi stated he supports sending a letter and asking the Police Department to be light handed.

Chief Brucia stated if the Police Department is asked to enforce parts of the orders and not enforce other parts, there will be an uptick in complaints.

City Attorney Magdich stated inconsistency makes it very difficult for officers; only one citation was issued in the City; if the City does not follow the guidelines, we will have no insurance coverage; tomorrow the Governor will be releasing guidelines for counties to make decisions; the County will be making a road map for recovery; and there will be definite changes following the Governor's announcement.

Council Member Mounce stated she supports writing a letter to the County and the Governor advocating local control; businesses can make decisions on operation and consumers can make decisions on whether to patronize the businesses; and it is not the City's responsibility to enforce the orders.

Council Member Chandler supported sending a letter advocating advancing the phases more rapidly as our community has been acting responsibly.

Mayor Kuehne asked for public comment and the emails (filed) received from the following members of the public were read into the record. All emails advocated the reopening of businesses in Lodi.

Philip Diaz  
Jenny Miller  
Kathy Carey Dais  
Gary & Denise Wiman  
Trevor Phillips  
Leah Suelter  
Amanda Lee  
Jacqueline Davis  
Mindy Compton  
Monica Fritz  
Judy Phillips  
Alex Aliferis

I. Ordinances

- I-1 Adopt Ordinance No.1976 Entitled, "An Ordinance of the City Council of the City of Lodi Authorizing an Amendment to the Contract Between the City Council of the City of Lodi and the Board of Administration of the California Public Employees' Retirement System"

Council Member Mounce made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Ordinance No.1976 entitled, "An Ordinance of the City Council of the City of Lodi Authorizing an Amendment to the Contract Between the City Council of the City of Lodi and the Board of Administration of the California Public Employees' Retirement System."

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 9:51 p.m.

ATTEST:

Pamela M. Farris  
Assistant City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 6, 2020**

A. Call to Order / Roll Call

The Special City Council meeting of May 6, 2020, was called to order by Mayor Kuehne at 9:51 p.m.

Present: Council Member Chandler, Council Member Mounce, and Mayor Kuehne

Absent: Mayor Pro Tempore Nakanishi

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

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 [www.facebook.com/cityoflodi](http://www.facebook.com/cityoflodi); the opportunity for public comment was available through [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov).

B. Regular Calendar

B-1 Resolution Reaffirming Ratification of City Manager's Proclamation Finding the 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 Schwabauer stated that this item was to reaffirm the ratification of the proclamation finding the existence of a local emergency. This is not a public health directive; the purpose is to have access to funds which are available for reimbursement of costs incurred by the City for the COVID-19 pandemic.

Deputy City Manager Keys stated that the expense report from the first 30 days shows a downward correction.

In response to Council Member Mounce, City Manager Schwabauer confirmed that the reaffirmation is for 30 days.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-97 reaffirming the ratification of the City Manager's proclamation finding the 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 Chandler, Council Member Mounce, and Mayor Kuehne

Noes: None

Absent: Mayor Pro Tempore Nakanishi

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:54 p.m.

ATTEST:

Pamela M. Farris  
Assistant City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 12, 2020**

The May 12, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris  
Assistant City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 19, 2020**

The May 19, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris  
Assistant City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Stormwater Trash Collection Project – Phase 1 (2020)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Stormwater Trash Collection Project – Phase 1 (2020).

**BACKGROUND INFORMATION:** The City is permitted by the State Water Board to discharge stormwater into the Mokelumne River under the statewide general permit for small municipal storm sewer systems (referred to as MS4s).

The State has mandated that all trash (items as small as a cigarette) be collected prior to discharging to rivers or streams, and has specified a compliance deadline of December 2030. Currently, trash that blows out of overfilled garbage cans (or littered) gets washed into our storm drain system. Approximately one-third of the City’s storm drainage system ends up discharging into the Mokelumne River. None of these systems that discharge into the river currently are able to capture the trash prior to discharge.

Staff is generally prioritizing locations by high risk land uses (as required by the State), size of outfall, and size of drainage area. This proposed first phase will cover the 60-acre drainage area of Outfall No. 2, with construction being near the intersection of Turner Road and Beckman Road (Exhibit A). Staff anticipates a total of 10 phases in order to comply with the State’s requirement. The total cost of this program is estimated at \$6.5 million, over the next 10 years and is included in the Wastewater Enterprise Financial Plan.

The project will install a trash capture device upstream of the Outfall No. 2 discharge point. The device will be approximately 10 feet in diameter and 20 feet in depth, with only a manhole opening visible at the surface. The specifications are on file in the Public Works Department. The planned bid opening date is July 1, 2020. The project estimate is \$350,000.

**FISCAL IMPACT:** This project will slightly increase annual storm drainage maintenance costs for the trash capture device.

**FUNDING AVAILABLE:** Funding will be identified at project award.

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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Alice Bernardino, Assistant Engineer  
CES/AB/tc  
Attachment

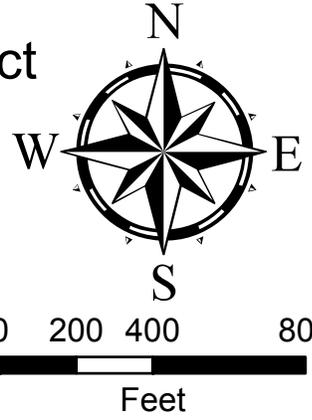
cc: Sean Nathan, Senior Civil Engineer  
Andrew Richle, Utility Superintendent

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

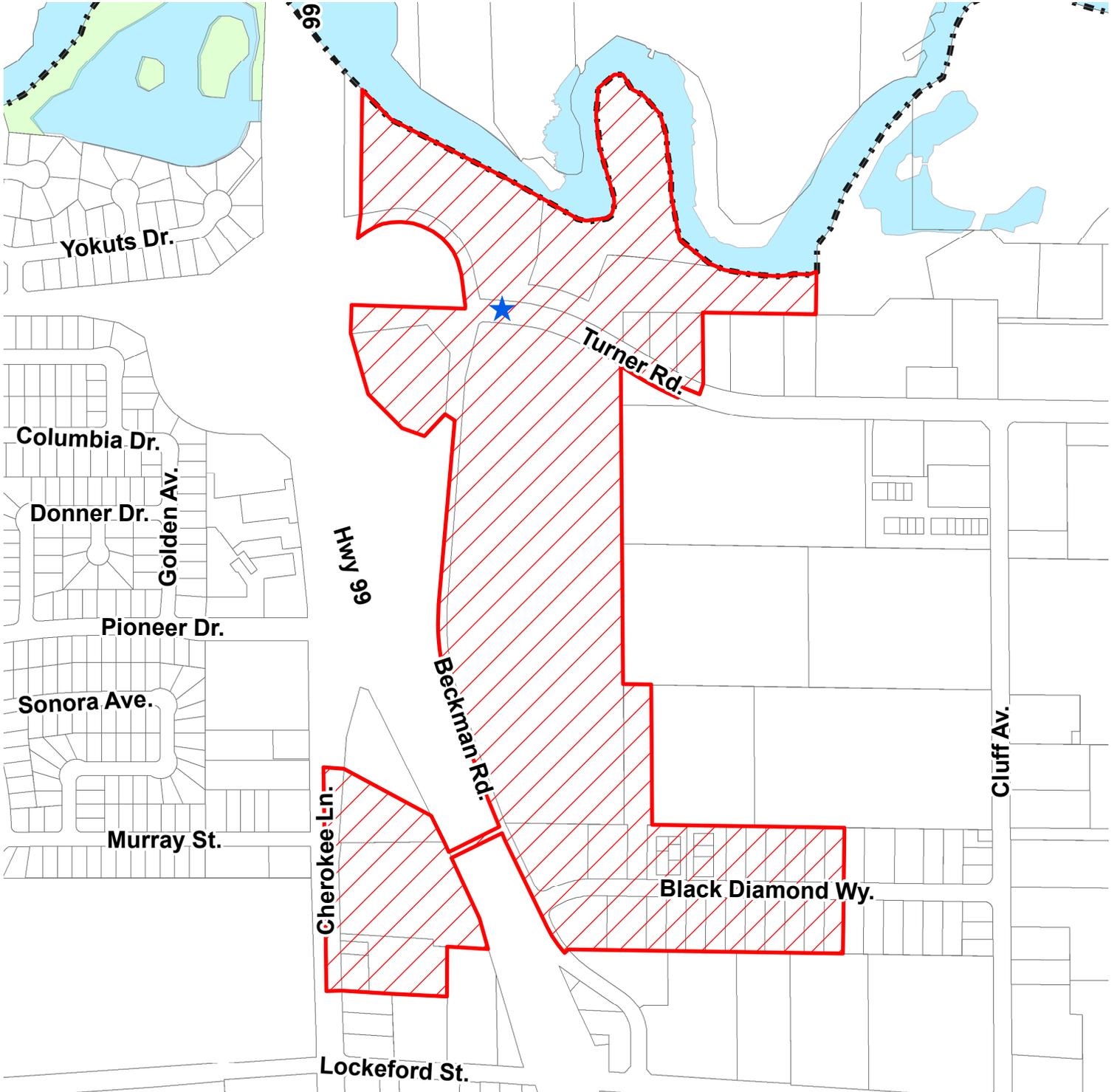
# Exhibit A

## Stormwater Trash Collection Project Phase 1 (2020)



★ Capture Device Location

 Outfall No. 2 Drainage Area





# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Church Street Bike and Pedestrian Improvement Project

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for the Church Street Bike and Pedestrian Improvement Project.

**BACKGROUND INFORMATION:** On March 6, 2019, Council authorized the City Manager to enter into a cooperative agreement with the San Joaquin Council of Governments to utilize Bicycle, Pedestrian, and Safe Routes to School Competitive Measure K funding for this project. A public meeting was held at the Lodi Chamber of Commerce on February 27, 2019 and a project presentation was given at a shirtsleeve meeting on April 30, 2019.

The project is located on Church Street, from Lodi Avenue to Lockeford Street and includes resurfacing the roadway, reducing the existing four travel lanes to two travel lanes, installing a two-way left-turn lane, installing Class II bike lanes, modifying the signal equipment to provide bike detection at intersections, and installing other pedestrian accessibility enhancements.

On October 2, 2019, Council approved plans and specifications and authorized advertisement for bids. The bids received on October 2, 2019 were substantially higher than estimated and exceeded the available grant and local funding. On November 20, 2019, Council rejected all bids and directed Staff to revisit the project in 2020.

To reduce costs, Staff revised the original design by eliminating project elements that do not impact the original project goals to include Class II bike lanes and video detection equipment for bike detection. The project savings will mainly come from using existing traffic signal poles instead of purchasing new poles and simplifying the traffic striping on Church Street, while still meeting California Manual on Uniform Traffic Control Devices requirements. The redesign of the project is estimated to save \$750,000 on project cost.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is June 24, 2020. Project award is anticipated to be July 22, 2020.

**FISCAL IMPACT:** There will be a slight increase in traffic signal and striping maintenance costs and a minimal long-term cost-savings related to the pavement resurfacing and pedestrian improvements

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FUNDING AVAILABLE:** Funding will be identified at the project award.

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Charles E. Swimley, Jr.  
Public Works Director

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

cc: Senior Civil Engineer  
Engineering Technician - Mangrich



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for 2020 Pavement Maintenance Project to DSS Company dba Knife River Construction, of Stockton (\$185,450), Authorizing City Manager to Execute Change Orders (\$100,000), and Appropriating Funds (\$65,450)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for 2020 Pavement Maintenance Project to DSS Company dba Knife River Construction, of Stockton, in the amount of \$185,450, authorizing City Manager to execute change orders in an amount not to exceed \$100,000, and appropriating funds in the amount of \$65,450.

**BACKGROUND INFORMATION:** Historically, when there have been small segments of roadways with pot-holes or deformed pavement area, Street Division crews have completed the pavement repairs utilizing in-house staff. The City has not been able to perform these functions in recent years given the current staffing levels, priorities, and resources being redirected to perform homeless related activities, such as trash pickup and sidewalk cleaning.

In order to address a few high-traffic areas with significant pavement failures (mainly Lower Sacramento Road), the City is proposing to remove and replace various pavement areas within the City utilizing an outside contract. The project will involve traffic control, pavement removal, base recompaction, new paving, and pavement striping repairs.

Specifications for this project were approved on February 5, 2020. The City received the following seven bids for this project on May 6, 2020:

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>	<b>Above/(Below) Estimate</b>
Engineer's Estimate		\$ 273,000	
DSS Company (Knife River)	Stockton	\$ 185,450	\$ (87,550)
Tom Mayo Const.	Stockton	\$ 192,710	\$ (80,290)
Central Valley Eng. & Asphalt	Roseville	\$ 195,400	\$ (77,600)
All American Const.	Live Oaks	\$ 213,550	\$ (59,450)
Teichert Const.	Roseville	\$ 226,610	\$ (46,390)
Robert Burns Const.	Stockton	\$ 238,055	\$ (34,945)
B&M Builders	Rancho Cordova	\$ 269,420	\$ ( 3,580)

Due to the very favorable bid submitted by DSS Company dba Knife River Construction, Staff intends to negotiate an expanded scope of work to include additional roadways that would benefit from the pavement repair and is why Staff is recommending \$100,000 change order authority for the City Manager, for a total estimated project construction cost of \$285,450, if all change order authority is utilized. This will allow the

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

City to fully utilize the Road Repair and Accountability Act of 2017, Senate Bill 1 funding allocation for this year. If agreement on a proposed expanded scope cannot be reached with the contractor, the remaining Senate Bill 1 funding will be reserved for subsequent City projects.

Staff recommends awarding contract for 2020 Pavement Maintenance Project to DSS Company dba Knife River Construction, of Stockton, in the amount of \$185,450, authorizing City Manager to execute change orders in an amount not to exceed \$100,000, and appropriating funds in the amount of \$65,450.

**FISCAL IMPACT:** Repairing these areas now will prevent them from getting worse and potentially causing vehicle damage. This project does not impact the General Fund.

<b>FUNDING AVAILABLE:</b>	Senate Bill 1 Gas Tax (FY 2019/2020 Budget)	\$ 220,000
	Requested Appropriation:	
	Senate Bill 1 Gas Tax (30499000.77020)	<u>\$ 65,450</u>
	<b>TOTAL:</b>	<b>\$ 285,450</b>

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Andrew Keys  
Deputy City Manager/Internal Services Director

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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer  
CES/SN/tc  
Attachments



**2020 PAVEMENT MAINTENANCE PROJECT  
VARIOUS LOCATIONS**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DSS COMPANY dba Knife River Construction, a California corporation, herein referred to as the "Contractor."

WITNESSETH:

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

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

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	
Bid Proposal	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Plans	
Addenda	

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

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

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

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

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

The work consists of removing approximately 71,000 square feet of asphalt concrete and rubberized asphalt concrete, replacing it with new asphalt concrete, and performing other incidental and related work, all as described in the specifications for the above project.

For additional bid item descriptions refer to Section 6-07 "Description of Bid Items".

CONTRACT ITEMS

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization, Traffic Control, and Construction Notification	1	LS	\$ 22,000.00	\$ 22,000.00
2	Pavement Repair	71,000	SF	\$ 1.95	\$ 138,450.00
3	Striping Repair	1	LS	\$ 25,000.00	\$ 25,000.00

TOTAL \$ 185,450.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **21 CALENDAR DAYS**.

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

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

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

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

CONTRACTOR: CITY OF LODI, a municipal corporation

\_\_\_\_\_ By: \_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Attest:  
Title

\_\_\_\_\_  
PAMELA M. FARRIS  
Assistant City Clerk

(CORPORATE SEAL)

Approved As To Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT FOR 2020 PAVEMENT MAINTENANCE PROJECT TO  
DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, OF  
STOCKTON, AUTHORIZING CITY MANAGER TO EXECUTE  
CHANGE ORDERS, AND APPROPRIATING FUNDS

=====

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 May 6, 2020, at 11:00 a.m., for 2020 Pavement Maintenance Project, described in the plans and specifications therefore approved by the City Council on February 5, 2020; and

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

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>	<b>Above/(Below) Estimate</b>
Engineer's Estimate		\$ 273,000	
DSS Company (Knife River)	Stockton	\$ 185,450	\$ (87,550)
Tom Mayo Const.	Stockton	\$ 192,710	\$ (80,290)
Central Valley Eng. & Asphalt	Roseville	\$ 195,400	\$ (77,600)
All American Const.	Live Oaks	\$ 213,550	\$ (59,450)
Teichert Const.	Roseville	\$ 226,610	\$ (46,390)
Robert Burns Const.	Stockton	\$ 238,055	\$ (34,945)
B&M Builders	Rancho Cordova	\$ 269,420	\$ ( 3,580)

WHEREAS, staff recommends that the City Council award the contract for 2020 Pavement Maintenance Project to DSS Company, dba Knife River Construction, of Stockton, in the amount of \$185,450; and

WHEREAS, staff also recommends that the City Council authorize the City Manager to execute change orders in an amount not to exceed \$100,000; and

WHEREAS, staff further recommends that the City Council appropriate funds in the amount of \$65,450, from the fund balance of Senate Bill 1 Gas Tax (30499000.77020) for Fiscal Year 2019/20.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2020 Pavement Maintenance Project to DSS Company, dba Knife River Construction, of Stockton, in the amount of \$185,450; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute change orders in an amount not to exceed \$100,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation of funds in the amount of \$65,450 for the 2020 Pavement Maintenance Project as set forth above; and

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

Dated: June 3, 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 June 3, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program, with Popuch Concrete Contracting, Inc., of Lodi, Including Consumer Price Index Adjustments to the Contract Unit Prices

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Amendment No. 1 to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program with Popuch Concrete Contracting, Inc., of Lodi, including Consumer Price Index adjustments to the contract unit prices.

**BACKGROUND INFORMATION:** The Public Works Department manages an annual contract that provides for the construction, removal, and/or the replacement of curb, gutter, sidewalk, ramps, or other miscellaneous concrete items at various locations throughout the City.

The City started this program in 2013 to provide quick response to needed sidewalk repairs. Since the project's inception, three two-year contracts have been publically advertised and awarded to Popuch Concrete Contracting Inc. as the lowest bidder. Last year, the 2017-2019 contract was extended by mutual consent through Fiscal Year 2019/2020. Popuch Concrete Contracting, Inc., has consistently provided excellent service and all work has been good quality.

The current contract with Popuch Concrete Contracting, Inc. is set to expire on June 30, 2020. Again, the contract may be extended if mutually agreeable to the City and the contractor. Since the current contract unit prices were set in June 2017, the contractor is requesting the extension include a Consumer Price Index (CPI) increase to account for increases in labor and materials costs over the last three years (Exhibit A).

Staff recommends extending the contract with the annual Consumer Price Index (CPI) adjustment. The CPI data between February 2019 and February 2020 reflects a one-year increase of 3.1 percent (based on the West Region of the "All Urban Consumers-All Items" category). Based on the bidding history noted above, Popuch Concrete Contracting, Inc. would likely be the low bidder and the unit prices would increase by more than 3.1 percent.

Because this contract is structured on an as-needed, unit-price basis, Staff recommends applying the CPI adjustments to the individual contract unit prices. For example, the current cost to remove sidewalk is \$6.00 per square foot. After the CPI adjustment, this cost would increase to approximately \$6.19 per square foot. Amendment No. 1, if approved, will establish line item specific CPI adjustments and will extend the contract for one year. The proposed increase would add approximately \$5,300 per year Citywide, if annual expenditures remain consistent.

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

Staff recommends authorizing City Manager to execute Amendment No. 1 to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program with Popuch Concrete Contracting, Inc., of Lodi, including Consumer Price Index adjustments to the contract unit prices.

**FISCAL IMPACT:** Well maintained sidewalks reduce liability. The City's annual sidewalk maintenance contract will reduce the City's overall liability related to trip and fall claims. Since the contract was executed in 2017, the City has expended approximately \$175,000 per year Citywide on concrete maintenance and repair activities.

**FUNDING AVAILABLE:** Funding for this Citywide contract is drawn from a variety of budgeted funding sources on a department- specific basis.

---

Charles E. Swimley, Jr.  
Public Works Director

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

cc: Utility Manager  
Popuch Concrete

Popuch  
Concrete  
Contracting

COMMERICAL . INDUSTRIAL . RESIDENTIAL

DIR #1000004985 License #327940

Charles Swimley,

Due to labor and materials prices increase I was not willing to sign an extension to my 2017 contract. After the City's offer to extend the contract while employing a CPI increase, I have reconsidered and will agree to the extension for an additional year.

P.O. Box 2570 Lodi, CA 95241  
Tel. (209) 369-0829 Fax (209) 367-0865 Cell (209) 993-1633

AMENDMENT NO. 1

POPUCH CONCRETE CONTRACTING, INC.  
CONTRACT

THIS AMENDMENT NO. 1 TO CONTRACT, is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and POPUCH CONCRETE CONTRACTING, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Contract on July 13, 2017 and Contract Extension No. 1 on June 6, 2019, (collectively the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to extend the term of the Agreement from July 1, 2020 through June 30, 2021; and
3. WHEREAS, CONTRACTOR requested to amend said Agreement to increase the unit prices by 3.1 percent (annual Consumer Price Index adjustment), as set forth in Exhibit 2, attached hereto and made part of; and; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

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

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

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

POPUCH CONCRETE CONTRACTING, INC., a  
California corporation  
hereinabove called "CONTRACTOR"

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

\_\_\_\_\_  
NAME:  
Title:

Attest:

\_\_\_\_\_  
PAMELA M. FARRIS, Assistant City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH, City Attorney



CONTRACT EXTENSION NO. 1  
POPUCH CONCRETE CONTRACTING, INC.  
CONTRACT

THIS EXTENSION NO. 1 TO CONTRACT, is made and entered this <sup>6+17</sup> 22nd day of ~~May~~ June, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and POPUCH CONCRETE CONTRACTING, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Contract on July 13, 2017 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to extend the term of the agreement from July 1, 2019 through June 30, 2020; and
3. WHEREAS, CONTRACTOR agrees to said amendments.

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

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

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

POPUCH CONCRETE CONTRACTING, INC., a  
California corporation  
hereinabove called "CONTRACTOR"

  
STEPHEN SCHWABAUER  
City Manager

  
JOHN POPUCH  
President

Attest:

  
JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

  
JANICE D. MAGDICH, City Attorney

**2017-2019 SIDEWALK AND MISCELLANEOUS  
CONCRETE REPAIR PROGRAM**

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and POPUCH CONCRETE CONTRACTING, INC., a California corporation, herein referred to as the "Contractor."

**WITNESSETH:**

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

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

- |                        |                                     |
|------------------------|-------------------------------------|
| Notice Inviting Bids   | The July 1992 Edition,              |
| Information to Bidders | Standard Specifications,            |
| General Provisions     | State of California,                |
| Special Provisions     | Business and Transportation Agency, |
| Bid Proposal           | Department of Transportation        |
| Contract               |                                     |
| Contract Bonds         |                                     |
| Plans                  |                                     |

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary to construct, remove, and/or replace curb, gutter, sidewalk, ramps, or other miscellaneous concrete items at various locations throughout the City. This is a 2-year unit price bid that will be divided into work orders typically ranging in price between \$500 and \$20,000. All improvements will include other incidental and related work, all as specified in the specifications for the "2017-2019 Sidewalk and Miscellaneous Concrete Work"

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

#### CONTRACT ITEMS

Item	Description	Est Qty	Unit	Unit Price	Total
1	Saw Cut Concrete	700	LF	\$ 6.00	\$ 4200.00
2	Remove Sidewalk, Asphalt Concrete, Ramp	6,000	SF	\$ 6.00	\$ 36000.00
3	Remove Commercial Sidewalk	1,000	SF	\$ 6.50	\$ 6500.00
4	Remove Curb and Gutter	400	LF	\$ 16.00	\$ 6400.00
5	Root Surgery Under Sidewalk or in Planter Area	50	EA	\$350.00	\$17500.00
6	Root Surgery Under Curb and Gutter	10	EA	\$450.00	\$4500.00
7	Install Sidewalk or Residential Driveway (0 - 75 SF)	500	SF	\$16.00	\$8000.00
8	Install Sidewalk or Residential Driveway (76 - 300 SF)	1,000	SF	\$ 11.00	\$ 11000.00
9	Install Sidewalk or Residential Driveway (>300 SF)	4,500	SF	\$ 7.50	\$ 33750.00
10	Install Curb Ramp	1,300	SF	\$ 16.00	\$ 20800.00
11	Install Commercial Driveway	1,000	SF	\$ 12.00	\$ 12000.00

Item	Description	Est Qty	Unit	Unit Price	Total
12	Install Curb and Gutter (0 - 20 LF)	150	LF	\$ 45.00	\$ 6,750.00
13	Install Curb and Gutter (21 -50 LF)	300	LF	\$ 42.00	\$ 12,600.00
14	Install Curb and Gutter (>51 LF)	102	LF	\$ 41.00	\$ 4,182.00
15	Install Truncated Domes (3' x 4' typical)	60	SF	\$ 40.00	\$ 2,400.00
16	Install Furnished Side Inlet or Drop Inlet Catch Basin Assembly	2	EA	\$750.00	\$ 1,500.00
17	Install Catch Basin Barrel	1	EA	\$ 1,350.00	\$ 1,350.00
18	Install Furnished Street Name Sign Base	2	EA	\$ 300.00	\$ 600.00
19	Miscellaneous Concrete Subgrade Compaction	6,000	SF	\$ 2.00	\$ 12,000.00
20	Move-In Cost for Jobs Less Than \$200	2	EA	\$ 600.00	\$ 1,200.00

TOTAL            \$203,232.00

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

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

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

ARTICLE VIII - The length of the contract will be twenty-four (24) months, starting July 1, 2017 and ending June 30, 2019. The contract may be extended if agreed upon by the Contractor and the City.

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

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

- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

Popuch Concrete Contracting, Inc

By: [Signature]  
STEPHEN SCHWABAUER  
City Manager

By: [Signature] John Popuch  
President  
Title

Date: 7/13/17

Attest:

[Signature]  
JENNIFER M. FERRAILO  
City Clerk

(CORPORATE SEAL)

Approved As To Form:

[Signature]  
JANICE D. MAGDICH  
City Attorney

City of Lodi - Public Works Department  
5-1-20 CPI Adjustment of 3.1%

**2017-2019 Sidewalk and Miscellaneous, extension FY 2020-21  
Concrete Repair Program**

Item	Description	Est Qty	Unit	Company:		Popuch Concrete		Popuch Concrete	
				City:		Lodi		Lodi	
				Original Contract Prices		Revised Contract Prices w/CPI			
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Saw Cut Concrete	700	LF	\$ 6.00	\$ 4,200.00	\$ 6.19	\$ 4,330.20		
2	Remove Sidewalk, Asphalt Concrete, Ramp	6,000	SF	\$ 6.00	\$ 36,000.00	\$ 6.19	\$ 37,116.00		
3	Remove Commercial Sidewalk	1,000	SF	\$ 6.50	\$ 6,500.00	\$ 6.70	\$ 6,701.50		
4	Remove Curb and Gutter	400	LF	\$ 16.00	\$ 6,400.00	\$ 16.50	\$ 6,598.40		
5	Root Surgery Under Sidewalk or in Planter Area	50	EA	\$ 350.00	\$ 17,500.00	\$ 360.85	\$ 18,042.50		
6	Root Surgery Under Curb and Gutter	10	EA	\$ 450.00	\$ 4,500.00	\$ 463.95	\$ 4,639.50		
7	Install Sidewalk or Residential Driveway (0 - 75 SF)	500	SF	\$ 16.00	\$ 8,000.00	\$ 16.50	\$ 8,248.00		
8	Install Sidewalk or Residential Driveway (76 - 300 SF)	1,000	SF	\$ 11.00	\$ 11,000.00	\$ 11.34	\$ 11,341.00		
9	Install Sidewalk or Residential Driveway (>300 SF)	4,500	SF	\$ 7.50	\$ 33,750.00	\$ 7.73	\$ 34,796.25		
10	Install Curb Ramp	1,300	SF	\$ 16.00	\$ 20,800.00	\$ 16.50	\$ 21,444.80		
11	Install Commercial Driveway	1,000	SF	\$ 12.00	\$ 12,000.00	\$ 12.37	\$ 12,372.00		
12	Install Curb and Gutter (0 - 20 LF)	150	LF	\$ 45.00	\$ 6,750.00	\$ 46.40	\$ 6,959.25		
13	Install Curb and Gutter (21 - 50 LF)	300	LF	\$ 42.00	\$ 12,600.00	\$ 43.30	\$ 12,990.60		
14	Install Curb and Gutter (>51 LF)	102	LF	\$ 41.00	\$ 4,182.00	\$ 42.27	\$ 4,311.64		
15	Install Truncated Domes (3' x 4' typical)	60	SF	\$ 40.00	\$ 2,400.00	\$ 41.24	\$ 2,474.40		
16	Install Furnished Side Inlet or Drop Inlet Catch Basin Assembly	2	EA	\$ 750.00	\$ 1,500.00	\$ 773.25	\$ 1,546.50		
17	Install Catch Basin Barrel	1	EA	\$ 1,350.00	\$ 1,350.00	\$ 1,391.85	\$ 1,391.85		
18	Install Furnished Street Name Sign Base	2	EA	\$ 300.00	\$ 600.00	\$ 309.30	\$ 618.60		
19	Miscellaneous Concrete Subgrade Compaction	6,000	SF	\$ 2.00	\$ 12,000.00	\$ 2.06	\$ 12,372.00		
20	Move-In Cost for Jobs Less Than \$200	2	EA	\$ 600.00	\$ 1,200.00	\$ 618.60	\$ 1,237.20		
					\$ 203,232.00		\$ 209,532.19		

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO 2017-  
2019 SIDEWALK AND MISCELLANEOUS CONCRETE REPAIR  
PROGRAM CONTRACT WITH POPUCH CONCRETE  
CONTRACTING, INC., OF LODI, INCLUDING CONSUMER PRICE  
INDEX ADJUSTMENTS TO THE CONTRACT UNIT PRICES

WHEREAS, the Public Works Department manages an annual contract that provides for the construction, removal, and/or the replacement of curb, gutter, sidewalk, ramps, or other miscellaneous concrete items at various locations throughout the City; and

WHEREAS, the current contract with Popuch Concrete Contracting, Inc., is set to expire on June 30, 2020; and

WHEREAS, Popuch Concrete Contracting, Inc. has requested extending the contract with the annual Consumer Price Index (CPI) adjustment of 3.1 percent for a period of one (1) year; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 1 to the 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program contract with Popuch Concrete Contracting, Inc., of Lodi, including Consumer Price Index adjustments of 3.1 percent to the individual contract unit prices for the period of one (1) year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program contract with Popuch Concrete Contracting, Inc., of Lodi, including Consumer Price Index adjustments of 3.1 percent to the individual contract unit prices for the period of one (1) year; and

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

Dated: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for SCADA Database and Graphics Update for McLane Substation with Survalent Technology Corporation of Buffalo, New York (\$44,500)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution authorizing City Manager to execute a professional services agreement for SCADA database and graphics update for McLane substation with Survalent Technology Corporation of Buffalo, NY in an amount not to exceed \$44,500.

**BACKGROUND INFORMATION:** Resolution 2008-11 approved the purchase and implementation of a SCADA system with Survalent Technology Corporation to remotely control and monitor electric distribution system equipment.

Lodi Electric Utility (LEU) has recently undertaken a project to upgrade aging equipment at the McLane substation. Along with equipment upgrade, it is necessary to update the existing SCADA database which provides remote control and monitoring functionalities to the equipment. Staff recommends hiring Survalent to perform the update. The scope includes database creation with direct mapping of old database points, re-building historical datasets, implementing control panels of new protection devices on the SCADA screen, on-site systems engineering support and more. The proposed services will provide the needed support for LEU's McLane substation SCADA system as well as provide training tools to assist staff with more effective use of the system in day-to-day operations, including emergency response.

These services are exempt from bidding per Lodi Municipal Code Section 3.20.070 which reads "Bidding shall be dispensed with only when the commodity can be obtained from only one vendor due to a product standardization by resolution of the City Council."

**FISCAL IMPACT:** Not-to-exceed \$44,500.

**FUNDING AVAILABLE:** Included in capital project budget EUCP-18148.

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Andrew Keys  
Deputy City Manager/Internal Services Director

---

Jeff Berkheimer  
Electric Utility Director

**PREPARED BY:** Hasan Shahriar, Engineering and Operations Manager

---

**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 Survalent Technology Corporation (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for Database and graphics update for McLane substation (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

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

#### **Section 2.2 Time For Commencement and Completion of Work**

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

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

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

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on June 3, 2020 and terminates upon the completion of the Scope of Services or on December 31, 2020, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

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

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

**Section 3.2 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: Hasan Shahriar, Engineering & Operations Manager

To CONTRACTOR:      Survalent Technology Corporation  
   1967 Wehrie Drive, Suite 1 PMB 122  
   Buffalo, New York USA 14221  
   Attn: David Felice

**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:

\_\_\_\_\_  
PAMELA M. FARRIS  
Assistant City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

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

SURVALENT TECHNOLOGY CORPORATION

By: \_\_\_\_\_  
JDM

By: \_\_\_\_\_  
Name: Young Ngo  
Title: Chief Technology Officer

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

**Funding Source:** EUCP-18148  
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

EXHIBIT - A/B

# Survalent.



## Quotation:

Lodi Electric Utility

McLane Graphics Improvements

Quotation No. A20\_3\_64222

March 12, 2020

Item	Qty	Description	Price (USD)
<b>Survalent Professional Services</b>			
001	1	<b>Project Management</b> Survalent will assign a Project Manager to coordinate the activities of the project including kickoff meeting, project schedule, project status report, managing resources, coordinating remote services, and coordinating on-site activities.	INCLUDED
002	1	<b>Database and graphics update for 1 substation (McLane)</b> Included: a) Database Creation with direct mapping or using IED Templates: <ul style="list-style-type: none"> <li>• Substation: 1 (McLane)</li> <li>• Total database points (138 status, 178 analog, 30 controls); max. 340</li> <li>• Update/re-building of 66 calculations affected by DB change</li> <li>• Update of 13 command sequences affected by the DB change</li> <li>• Re-building of 15 historical datasets</li> <li>• Re-building reports for McLane substation</li> </ul> b) Relinking of pmacros from 25 corresponding views to the new database points	INCLUDED
003	1	<b>On-Site System Engineering Services (5 Days)</b> Five consecutive days of on-site system engineering services for commissioning, testing, performance tuning, or training. Services purchased on a project order must be used before the end of system commissioning. Services purchased outside a project order will be invoiced on receipt of order, and must be used within 6 months unless mutually agreed by both parties. No refund will be provided for any unused hours.	INCLUDED
<b>Total Survalent Professional Services</b>			<b>\$40,000</b>
<b>Total Price</b>			<b>\$40,000</b>

End User: Lodi Electric Utility

Shipping Terms: EXW Ontario, Canada

Shipment approximately 6 To 8 weeks from receipt of purchase order.

Please send purchase order to [stcorder@survalent.com](mailto:stcorder@survalent.com)

Prices do not include applicable state, provincial, federal, withholding or other local taxes.

This quote is valid for 60 days from date of issue and is based on Survalent (a) Standard Terms and Conditions of Sale, (b) Software License Agreement, and (c) Support and Maintenance Terms and Conditions, as applicable.

# Survalent.

Survalent Technology Inc.  
1967 Wehrle Drive, Suite 1, PMB 122  
Buffalo, New York • USA 14221  
T +1-905-826-5000 • F +1-905-826-7144  
survalent.com

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Item	Qty	Description	Price (USD)
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Note 1: Standard payment terms are 100% on receipt of order.

This quotation is not valid unless signed by an authorized representative of Survalent.

Approved By:



Rodrigo Pinetta, Proposals Manager

# Survalent.

Survalent Technology Inc.  
1967 Wehrle Drive, Suite 1, PMB 122  
Buffalo, New York • USA 14221  
T +1-905-826-5000 • F +1-905-826-7144  
survalent.com

Item	Qty	Description	Price (USD)
		<b>Survalent Professional Services</b>	
001	1	<b>Implementation of Control Panels for McLane Substation</b>  Included: a) Building control panels for SEL-351S and SEL-735 b) Adding 13 x SEL-351S and 2 x SEL-735 control panel pmacros on McLane substation view and corresponding feeder views c) Linking control panel pmacros to corresponding DB stations	INCLUDED
		<b>Total Survalent Professional Services</b>	<b>\$4,500</b>
		<b>Total Price</b>	<b>\$4,500</b>

End User: Lodi Electric Utility

Shipping Terms: EXW Ontario, Canada

Shipment approximately 8 To 10 weeks from receipt of purchase order.

Please send purchase order to stcorder@survalent.com

Prices do not include applicable state, provincial, federal, withholding or other local taxes.

This quote is valid for 60 days from date of issue and is based on Survalent (a) Standard Terms and Conditions of Sale, (b) Software License Agreement, and (c) Support and Maintenance Terms and Conditions, as applicable.

Note 1: Standard payment terms are 100% on receipt of order.

This quotation is not valid unless signed by an authorized representative of Survalent.

Prepared By: Xiaodong Du

Du Xiaodong, Inside Sales

Approved By: Ian MacCuaig

Ian MacCuaig, VP Customer Success

Signature: Janice D. Magdich  
Janice D. Magdich (May 18, 2020)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020 - \_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT FOR SCADA  
DATABASE AND GRAPHICS UPDATE FOR MCLANE  
SUBSTATION WITH SURVALENT TECHNOLOGY  
CORPORATION OF BUFFALO, NEW YORK

WHEREAS, by adoption of Resolution 2008-11, the Council approved the purchase and implementation of a SCADA system with Survalent Technology Corporation to remotely control and monitor the distribution system equipment of Lodi Electric Utility (LEU); and

WHEREAS, the existing SCADA database of LEU's McLane substation needs to be updated to accommodate recent upgrades to equipment; and

WHEREAS, the proposed services will provide the needed support for LEU's SCADA system for McLane substation as well as provide training tools to assist staff with more effective use of the system in day-to-day operations, including emergency response; and

WHEREAS, these services are exempt from bidding per Lodi Municipal Code Section 3.20.070 which reads "Bidding shall be dispensed with only when the commodity can be obtained from only one vendor due to a product standardization by resolution of the City Council."

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for SCADA database and graphics update for McLane substation, with Survalent Technology Corporation of Buffalo, NY, in an amount not to exceed \$44,500; and

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

Dated: June 3, 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 June 3, 2020 by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Three-Year Renewal of Outage Management System (OMS), Interactive Voice Response (IVR), WindMil and WindMilMap Circuit Analysis Tools and Support Services with MilSoft Utility Solutions of Abilene, Texas (\$100,800)

**MEETING DATE:** June 3, 2020  
**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute professional services agreement for three-year renewal of Outage Manager Systems (OMS), Interactive Voice Response (IVR), WindMil, WindMilMap circuit analysis tools and support services with Milsoft Utility Solutions of Abilene, Texas in an amount not to exceed \$100,800.

**BACKGROUND INFORMATION:** On May 20, 2009, the City Council approved the sole source of MilSoft Utility Solution's WindMil and WindMilMap circuit analysis tools. To date these software tools have provided an effective mechanism for the utility to perform electrical system analysis when necessary.

On June 19, 2019 the City Council approved, the use of Milsoft's Outage Management System (OMS) including Interactive Voice Response (IVR) to automatically notify callers of an outage event, send outage updates via text messages and quickly identify outage impact and restoration of power to affected customers. These new systems have been implemented and they are currently in the testing phase with goals to be fully deployed to the public within the next year.

The licensing and support package for the OMS, IVR, WindMil and WindMilMap tools will expire on June 30, 2020. Staff recommends renewing the licensing and support packages for a period of three years. This proposed purchase is exempt from bidding per Lodi Municipal Code Section 3.20.070, which states: "Bidding shall be dispensed with only when the commodity can be obtained from only one vendor due to a product standardization by resolution of the City Council."

**FISCAL IMPACT:** Not to exceed \$100,800.  
**FUNDING AVAILABLE:** Costs included in budget.

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Andrew C. Keys  
Deputy City Manager/Internal Services Director

---

Jeff Berkheimer  
Electric Utility Director

**PREPARED BY:** Hasan Shahriar, Engineering and Operations Manager

---

**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 Milsoft Utility Solutions, Inc., a Texas corporation (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for DisPATCH Outage management system (OMS), customer outage alerts and personnel notification (IVR), WindMil and WindMilMap (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: Hasan Shahriar, Engineering & Operations Manager

To CONTRACTOR:      Milsoft Utility Solutions  
   4400 Buffalo Gap Road, Suite S150  
   Abilene, TX 79606  
   Attn: Josh Wolfe

**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:

\_\_\_\_\_  
PAMELA M. FARRIS  
Assistant City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

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

Milsoft Utility Solutions, Inc.,  
a Texas corporation

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name: Adam Turner  
Title: CEO Business Operations

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

**Funding Source: 50061000.72450 and 50061500.72369**  
**(Business Unit & Account No.)**

Doc ID:

CA:Rev.01.2015

EXHIBIT - A/B



**Schedule A**

Quote Number: 49608  
Date Created: 2020-04-08  
Account Manager: Josh Wolf  
E-mail: josh.wolf@milsoft.com  
Phone: (800) 344-5647  
Valid Until: 07/08/2020

Bill To	Ship To
Hasan Shahriar Lodi Electric Utility Department PO Box 3006 Lodi, CA, 95241-1910 USA	Hasan Shahriar Lodi Electric Utility Department 1331 S Ham Lane Lodi, CA, 95242-3995 USA

**Support**

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
3.00	Milsoft Support Thirty-six (36) months of annual Support for Milsoft's DisSPatch OMS, DisSPatch Test System, Customer Outage Alerts, Personnel Notifications, two integration configurations, Milsoft WindMil (all engineering applications) and WindMilMap (GIS). This amount will change if more applications are purchased.	\$33,600.00	\$100,800.00	0.00%

Subtotal: \$100,800.00  
Discount: \$0.00  
Discounted Subtotal: \$100,800.00  
Total: \$100,800.00

**Grand Total**

Subtotal: \$100,800.00  
Discount: \$0.00  
Discounted Subtotal: \$100,800.00  
Total: \$100,800.00

**Quote Acceptance:**

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable.

**Terms & Conditions - Annual Support**

**Payment Terms**

- Payment due upon receipt of invoice
- Payment must be made in USD

**Account Name:** \_\_\_\_\_

**Accepted By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO# (if applicable):** \_\_\_\_\_



# EXHIBIT C

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

## Insurance Requirements for IT Vendor Services

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability Insurance,** with limits not less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

### Other Insurance Provisions:

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

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

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

- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage  
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions  
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits  
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies  
If any of the required policies provide coverage on a claims-made basis:  
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.  
2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.  
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY  
MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT  
FOR THREE-YEAR RENEWAL OF OUTAGE MANAGEMENT SYSTEM  
(OMS), INTERACTIVE VOICE RESPONSE (IVR), WINDMIL AND  
WINDMILMAP SOFTWARE AND SUPPORT SERVICES WITH MILSOFT  
UTILITY SOLUTIONS OF ABILENE, TEXAS

WHEREAS, on May 20, 2009 the City Council approved the sole source purchase of MilSoft Utility Solution’s WindMil and WindMilMap circuit analysis tools; and

WHEREAS, the WindMil and WindMilMap tools provide an effective mechanism for Lodi Electric Utility (LEU) to perform internal electrical system analysis when necessary; and

WHEREAS, on June 19, 2019 the City Council approved the use of Milsoft’s Outage Management System (OMS), including Interactive Voice Response (IVR) to automatically notify callers of an outage event, send outage updates via text messages and quickly identify outage impact and restoration of power to affected customers; and

WHEREAS, the licensing and support packages for the OMS, IVR, WindMil and WindMilMap tools will expire on June 30, 2020; and

WHEREAS, LEU staff recommends renewing the licensing and support packages for these tools for a period of three years in an amount not to exceed \$100,800; and

WHEREAS, pursuant to Lodi Municipal Code Section 3.20.070, bidding shall be dispensed with when the commodity can be obtained from only one vendor due to a product standardization by resolution of the City Council; and

WHEREAS, this project is in accordance with LEU’s Strategic Plan whereby LEU will design, operate, and maintain the distribution system to ensure reliable electric service.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Professional Services Agreement for three-year renewal of Outage Management System (OMS), Interactive Voice Response (IVR), WindMil and WindMilMap tools and support services with MilSoft Utility Solutions of Abilene, Texas, in an amount not to exceed \$100,800.

Dated: June 3, 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 June 3, 2020, by the following vote:

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

Pamela Farris  
Assistant City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving the Annual Shared Automation Fee Structure for the Agreement Between the City of Stockton and Sirsi, Corp., Integrated Library System, and Approving Cost Sharing Fee for Fiscal Year 2019/20 (\$26,766)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Library Director

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**RECOMMENDED ACTION:** Adopt resolution approving the annual shared automation fee structure for the agreement between the City of Stockton and Sirsi, Corp., Integrated Library System, and approving cost sharing fee for fiscal year 2019/20 of \$26,766.

**BACKGROUND INFORMATION:** In 2003 as authorized by the City Council, the Lodi Public Library entered into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation. The Sirsi ILS integrates all the functions of the library in one automated system. It allows users online access to the catalog to search for library material and access their accounts via the Internet to place holds and to receive email notification of holds, overdues, and due date reminders. The integrated library system maintains all the records of items in the collection and registered borrowers and their status in relation to each other. The contract requires the parties to annually agree on a fee structure for the Sirsi services to the Lodi Library.

City of Stockton Information Technology Department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed. Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for City of Stockton staffing expertise and consultation are charged annually for estimated services rendered. This year, Stockton proposes that Lodi pay \$26,766 under the contract. This represents a slight increase over the previous year.

**FISCAL IMPACT:** Online access to Library resources reduces the need to hire employees to serve public inquiries.

**FUNDING AVAILABLE:** 12090000.72450; \$26,766

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Andrew Keys, Deputy City Manager

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Anwan Baker, Library Director

AB/yh

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager



CITY OF STOCKTON  
 COMMUNITY SERVICES DEPARTMENT  
 STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY  
 605 N. El Dorado Street • Stockton, CA 95202-1907 • 209-937-8206  
 www.stocktongov.com

**INVOICE**

City of Lodi  
 201 W. Locust St  
 Lodi CA Zip 95240  
 ATTN: **Anwan Baker, Library Director**

Invoice No. 461762  
 Invoice Date: 01-13-20  
 PO No. \_\_\_\_\_  
 Period of Service:  
 July 1, 2019 - June 30, 2020

Description	Price
Annual automation service and maintenance fee for the	\$26,766
City of Lodi Library, includes Unicorn software & maintenance,	
Datastream & Enterprise subscriptions, hardware annual support,	
Symphony software, staff costs, and estimated connectivity	
<b>TOTAL</b>	<b>\$26,766</b>

**Office Use Only**

Revenue Account: 041-3530-347-12-00 Proj #**CL2071**  
 Customer Account: 39054-39054  
 Prepared by: Lfarrar

*Invoice is due and payable upon receipt.  
 Mail remittance to City of Stockton, 605 N. ElDorado Street, Stockton CA 95202  
 For questions regarding this invoice, please contact David Tolliver 209-937-8154*

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE ANNUAL SHARED AUTOMATION FEE STRUCTURE FOR THE AGREEMENT BETWEEN THE CITY OF STOCKTON AND SIRSI, CORP., INTEGRATED LIBRARY SYSTEM, AND APPROVING COST SHARING FEE FOR 2019/20 BUDGET YEAR

=====

WHEREAS, in 2003, as authorized by the City Council, the Lodi Public Library entered into a contract with Stockton San Joaquin County Library System to share an Integrated Library System provided by Sirsi Corp; and

WHEREAS, the City of Stockton Information Technology department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed; and

WHEREAS, Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton; Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system; charges for the City of Stockton staffing expertise and consultation are charged annually for estimated services rendered; and

WHEREAS, staff recommends that the City Council approve payment of the City of Lodi's annual cost sharing fee of \$26,766 for the Sirsi Corp., Integrated Library System for fiscal year 2019/20.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Annual Shared Automation Fee Structure for the agreement between the City of Stockton and Sirsi, Corp., Integrated Library System, and approve cost sharing fee for the 2019/20 budget year in the amount of \$26,766.

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: June 3, 2020

=====

I hereby certify that Resolution No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2020, by the following vote:

- AYES: COUNCIL MEMBERS – None
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2020/21 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$76,505), Transit Facility Cleaning (\$58,658), and Hutchins Street Square Landscape Maintenance (\$21,403)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contracts for Fiscal Year 2020/21 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown Cleaning in the amount of \$76,505, transit facility cleaning in the amount of \$58,658, and Hutchins Street Square landscape maintenance in the amount of \$21,403.

**BACKGROUND INFORMATION:** United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties (UCP) has been working for the Public Works Department since 2000 at several City facilities. Staff is proposing to contract with UCP for downtown cleaning, transit facility cleaning, and Hutchins Street Square landscape maintenance. The downtown area addresses street furniture, trash, litter, spills, and leaf removal; the transit facility cleaning addresses the grounds surrounding Lodi Transit Station, the Lodi Transit Station Parking Structure, and sheltered bus stops; and work at Hutchins Street Square includes weekly landscape maintenance, such as weeding, shrub trimming, and debris removal.

The UCP program provides meaningful work for the disabled. Each UCP crew generally includes four persons plus a supervisor. The program includes transportation and direct supervision for the crew at the following hourly rates:

	<b>2020</b>	<b>2021*</b>
Downtown Cleaning	\$73.70	\$79.90
Transit Facility Cleaning	\$70.15	\$74.80
Hutchins Street Square Landscape	\$72.57	\$78.77

\*Rates reflect the State Minimum Wage increase effective January 1, 2021.

UCP is the only known nonprofit organization that pays the disabled the State minimum wage. Other organizations are known to pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage compensation. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends waiving the method of receiving competitive bids since it is advantageous for the City.

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

Staff recommends authorizing City Manager to execute contracts for Fiscal Year 2020/21 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown Cleaning in the amount of \$76,505, transit facility cleaning in the amount of \$58,658, and Hutchins Street Square landscape maintenance in the amount of \$21,403.

**FISCAL IMPACT:** Maintaining a clean downtown core, transit facility, and Hutchins Street Square enhances the appearance of Lodi. Failing to maintain, or reducing maintenance services in these areas, may result in decreased visitation and sales tax generation. This project does not impact the General Fund.

**FUNDING AVAILABLE:** Budgets for these contracts are included in the Fiscal Year 2020/21 operating budgets, as follows:

Downtown Cleaning:	\$76,505 – Street Fund (30156003)
Transit Facility Cleaning:	\$58,658 – Transit Fund (60054104)
Hutchins Street Square Landscape Maintenance:	\$21,403 – HSS Fund (20071402)

---

Andrew Keys  
Deputy City Manager/Internal Services Director

---

Anwan Baker  
Parks, Recreation & Cultural Services  
Interim Director  
Prepared by Sean Nathan, Senior Civil Engineer  
CES/SEN/tc  
Attachments

---

Charles E. Swimley, Jr.  
Public Works Director

cc: Transportation Manager  
Building & Event Supervisor  
PW Management Analyst

## Contract for "Downtown Lodi Cleaning Crew"

1. Introduction. This Contract for "Downtown Lodi Cleaning Crew" ("**Contract**") is made and entered into on July 1, 2020 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, a California non-profit corporation ("**Contractor**") and the City of Lodi, a California municipal corporation ("**Customer**").
2. Background. The services for "Downtown Lodi Cleaning" outlined in this Contract will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.
3. Term: The term of this Contract will be for one (1) year, beginning July 1, 2020. The Contract will be automatically renewed for succeeding terms of one (1) year each, unless at least thirty (30) calendar days before expiration of any term, either party gives written notice to the other of its intention not to renew this Contract.
4. Early Termination. This Contract may be terminated by either party at any time, at will, with or without cause, for any or no reason, by giving written notice to the other party at least thirty (30) calendar days before the termination is to be effective.
5. Description of the Cleaning Services: In exchange for the consideration set forth in this Contract, Contractor agrees to perform the following cleaning services on a rotating basis to the Downtown Lodi area during the hours of 7:00 a.m. – 11:00 a.m., Monday – Friday (except holidays):
  - a. Empty trash containers (Monday & Friday only)
  - b. Clean furniture weekly, dust benches, bollards, light standards
  - c. Blow and collect leaves
  - d. Remove litter, broken glass, cleanup spills
  - e. Wash sidewalk areas around trash containers monthly
  - f. Report observed hazards immediately to Customer (e.g., broken tree limbs, loose pavers, etc.)
6. Contractors' Duties.
  - a. Contractor will provide staff to make up one (1) crew of up to four (4) crewmembers, to perform cleaning services to the Downtown Lodi area as outlined in this Contract. Contractor will assign one (1) supervisor/job coach to each crew to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
  - b. Contractor will train, supervise, schedule and oversee all crewmembers at no cost to the Customer. Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all workers' compensation and wages paid to each crewmember and staff assigned to the work site.
  - c. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., workers' compensation, unemployment insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered pursuant to this Contract.
  - d. Contractor will submit to Customer on a monthly basis tracking documents and an invoice for all work performed.
  - e. Contractor will use reasonable care in the use of all equipment and supplies provided by Customer pursuant to the terms of this Contract. If Contractor damages any property due to negligence, or causes harm to persons through negligence,

Contractor will be responsible for all liabilities resulting therefrom including repairing or replacing Customer's property.

- f. Contractor will comply with the health and safety regulations established by OSHA, the State of California, and Customer while performing the work outlined in this Contract.
  - g. Contractor shall obtain and maintain during the term of this Contract insurance coverage as set forth in Exhibit "A" attached hereto.
  - h. Contractor to the fullest extent permitted by law, shall indemnify and hold harmless Customer, 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 to the extent those injuries or damages arise out of the negligence or willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. Customer may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If Customer 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.
7. Customer's Duties:
- a. Customer will pay Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$73.70 for each hour associated with the "Downtown Lodi Cleaning" work outlined in this Contract. Effective January 1, 2021 the hourly rate per hour of service will increase to \$79.90.
  - b. Customer will provide all Contractor crewmembers with supplies and equipment sufficient to perform the work outlined in this Contract.
  - c. Customer will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the Contract on an as needed basis.
  - d. To the greatest extent permitted by law, Customer will maintain the confidentiality of all personal and medical records and transactions specific to the Contractor's employees.
  - e. Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's workers' compensation injuries incurred by the Contractor's crewmembers.
8. Contractor's Status. Contractor acknowledges and agrees that it, and its employees, in the performance of this Contract, are acting in an independent capacity and not as officers or employees of the State of California.
9. Miscellaneous Provisions.
- a. All notices, consents, requests, demands, and other communications required or permitted under this Contract shall be in writing and shall conclusively be deemed effective: (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission if sent by confirmed facsimile transmission or email, or (4) three (3) calendar days after deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below:

\_\_\_\_\_  
\_\_\_\_\_

- b. Contractor acknowledges and agrees that it, and its employees, in the performance of this Contract, are acting in an independent capacity and not as officers or employees of the State of California.
- c. This Contract may be supplemented, amended, or modified only by a writing signed by both parties.
- d. Unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.
- e. This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Contract and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty except those expressly set forth in this Contract.
- f. If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

UNITED CEREBRAL PALSY ASSOCIATION OF  
 SAN JOAQUIN, CALAVERAS, AMADOR COUNTIES,  
 a California non-profit corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_ Date

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
 STEPHEN SCHWABAUER  
 City Manager

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
 PAMELA M. FARRIS  
 Assistant City Clerk

APPROVED AS TO FORM:

TC  
 fix

\_\_\_\_\_  
 JANICE D. MAGDICH  
 City Attorney

**Downtown Lodi Cleaning Cost Projection**

<b>FY 2020/21</b>	<b>July 2020</b>	<b>Aug 2020</b>	<b>Sept 2020</b>	<b>Oct 2020</b>	<b>Nov 2020</b>	<b>Dec 2020</b>	<b>Jan 2021</b>	<b>Feb 2021</b>	<b>March 2021</b>	<b>April 2021</b>	<b>May 2021</b>	<b>June 2021</b>	<b>Total</b>
<b>Hours Serviced</b>	88	84	84	88	72	80	76	76	92	88	80	88	996
<b>Cleaning Cost/Hour</b>	\$73.70	\$73.70	\$73.70	\$73.70	\$73.70	\$73.70	\$79.90	\$79.90	\$79.90	\$79.90	\$79.90	\$79.90	
<b>Cleaning Cost/Month</b>	\$6,485.60	\$6,190.80	\$6,190.80	\$6,485.60	\$5,306.40	\$5,896.00	\$6,072.40	\$6,072.40	\$7,350.80	\$7,031.20	\$6,392.00	\$7,031.20	\$76,505.20

## 2020-2021 Downtown Lodi Schedule

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

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2	3	4	5	6	7	8
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23	24	25	26	27	28	29
30	31					

September

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		1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30			

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Days Worked

\*Subject to change

Holiday



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

**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.

## Contract for "Landscape Maintenance "

1. Introduction. This Contract for "Landscape Maintenance" ("**Contract**") is made and entered into on July 1, 2020 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, a California non-profit corporation ("**Contractor**") and the City of Lodi, a California municipal corporation ("**Customer**").
2. Background. The services for "Landscape Maintenance" outlined in this Contract will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.
3. Term: The term of this Contract will be for one (1) year, beginning July 1, 2020. The Contract will be automatically renewed for succeeding terms of one (1) year each, unless at least thirty (30) calendar days before expiration of any term, either party gives written notice to the other of its intention not to renew this Contract.
4. Early Termination. This Contract may be terminated by either party at any time, at will, with or without cause, for any or no reason, by giving written notice to the other party at least thirty (30) calendar days before the termination is to be effective.
5. Description of the Landscape Maintenance Services. In exchange for the consideration set forth in this Contract, Contractor agrees to perform the following landscape maintenance services on a rotating basis to the Hutchins Street Square area during the hours of 7:00 a.m. – 11:00 a.m., Monday – Friday (except holidays):
  - a. Edge grass around utility boxes, sprinkler heads, etc.
  - b. Use one or more commercial yard blowers to remove grass clippings, leaves, and other small landscape debris from walkways.
  - c. Weed flowerbeds.
  - d. Clip hedges and bushes.
  - e. Prune trees.
6. Contractors' Duties.
  - a. Contractor will provide staff to make up one (1) crew of up to four (4) crewmembers, to perform landscape maintenance services to the Hutchins Street Square in the City of Lodi area as outlined in this Contract. Contractor will assign one (1) supervisor/job coach to each crew to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
  - b. Contractor will train, supervise, schedule and oversee all crewmembers at no cost to the Customer. Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all workers' compensation and wages paid to each crewmember and staff assigned to the work site.
  - c. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., workers' compensation, unemployment insurance, state and federal taxes as well as any reimbursement costs), associated with the "Landscape Maintenance" services rendered pursuant to this Contract.
  - d. Contractor will submit to Customer on a monthly basis tracking documents and an invoice for all work performed.
  - e. Contractor will use reasonable care in the use of all equipment and supplies provided by Customer pursuant to the terms of this Contract. If Contractor damages any property due to negligence, or causes harm to persons through negligence, Contractor will be responsible for all liabilities resulting therefrom including repairing or replacing Customer's property.

- f. Contractor will comply with the health and safety regulations established by OSHA, the State of California, and Customer while performing the work outlined in this Contract.
- g. Contractor shall obtain and maintain during the term of this Contract insurance coverage as set forth in Exhibit "A" attached hereto.
- h. Contractor to the fullest extent permitted by law, shall indemnify and hold harmless Customer, 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 to the extent those injuries or damages arise out of the negligence or willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. Customer may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If Customer 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.

7. Customer's Duties:

- a. Customer will pay Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$72.57 for each hour associated with the "Landscape Maintenance" work described in this Contract. Effective January 1, 2021 the hourly rate per hour of service will increase to \$78.77.
- b. Customer will provide all Contractor crewmembers with supplies and equipment sufficient to perform the work outlined in this Contract.
- c. Customer will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the Contract on an as needed basis.
- d. To the greatest extent permitted by law, Customer will maintain the confidentiality of all personal and medical records and transactions specific to the Contractor's employees.
- e. Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's workers' compensation injuries incurred by the Contractor's crewmembers.

8. Miscellaneous Provisions.

- a. All notices, consents, requests, demands, and other communications required or permitted under this Contract shall be in writing and shall conclusively be deemed effective: (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission if sent by confirmed facsimile transmission or email, or (4) three (3) calendar days after deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- b. Contractor acknowledges and agrees that it, and its employees, in the performance of this Contract, are acting in an independent capacity and not as officers or employees of the State of California.
- c. This Contract may be supplemented, amended, or modified only by a writing signed by both parties.
- d. Unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.
- e. This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Contract and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty except those expressly set forth in this Contract.
- f. If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

UNITED CEREBRAL PALSY ASSOCIATION OF  
 SAN JOAQUIN, CALAVERAS, AMADOR COUNTIES,  
 a California non-profit corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_ Date

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
 STEPHEN SCHWABAUER  
 City Manager

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
 PAMELA M. FARRIS  
 Assistant City Clerk

APPROVED AS TO FORM:

 \_\_\_\_\_  
 JANICE D. MAGDICH  
 City Attorney

**Landscape Maintenance Cost Projection**

<b>FY 2020/21</b>	<b>July 2020</b>	<b>Aug 2020</b>	<b>Sept 2020</b>	<b>Oct 2020</b>	<b>Nov 2020</b>	<b>Dec 2020</b>	<b>Jan 2021</b>	<b>Feb 2021</b>	<b>March 2021</b>	<b>April 2021</b>	<b>May 2021</b>	<b>June 2021</b>	<b>Total</b>
<b>Hours Serviced</b>	32	32	32	36	12	12	12	12	20	16	32	36	284
<b>Cleaning Cost/Hour</b>	\$72.57	\$72.57	\$72.57	\$72.57	\$72.57	\$72.57	\$78.77	\$78.77	\$78.77	\$78.77	\$78.77	\$78.77	
<b>Cleaning Cost/Month</b>	\$2,322.24	\$2,322.24	\$2,322.24	\$2,612.52	\$870.84	\$870.84	\$945.24	\$945.24	\$1,575.40	\$1,260.32	\$2,520.64	\$2,835.72	\$21,403.48

## 2020-2021 Hutchins Street Square Schedule

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
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January

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Days Worked

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Holiday



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

**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.).
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- (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.

## Contract for "Transit Facility Cleaning "

1. Introduction. This Contract for "Transit Facility Cleaning" ("**Contract**") is made and entered into on July 1, 2020 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, a California non-profit corporation ("**Contractor**") and the City of Lodi, a California municipal corporation ("**Customer**").
2. Background. The services for "Transit Facility Cleaning" outlined in this Contract will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.
3. Term: The term of this Contract will be for one (1) year, beginning July 1, 2020. The Contract will be automatically renewed for succeeding terms of one (1) year each, unless at least thirty (30) calendar days before expiration of any term, either party gives written notice to the other of its intention not to renew this Contract.
4. Early Termination. This Contract may be terminated by either party at any time, at will, with or without cause, for any or no reason, by giving written notice to the other party at least thirty (30) calendar days before the termination is to be effective.
5. Description of the Cleaning Service. In exchange for the consideration set forth in this Contract, Contractor agrees to perform the following cleaning services on a rotating basis to various transit facilities owned by Customer during the hours of 7:00 a.m. – 11:00 a.m., Monday – Friday (except holidays):
  - a. Clean and collect trash from the bus stops shown on Exhibit "A" attached hereto.
  - b. Remove litter, weeds, and leaves.
  - c. Emptying trash containers.
  - d. Wash down spilled or leaked fluids in parking structures.
6. Contractors' Duties.
  - a. Contractor will provide staff to make up one (1) crew of up to four (4) crewmembers, to perform cleaning services to facilities owned by Customer, including, without limitation, the Lodi Train Station, the Lodi Station Parking Structure, and the Grapeline bus shelters, as outlined in this Contract. Contractor will assign one (1) supervisor/job coach to each crew to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
  - b. Contractor will train, supervise, schedule and oversee all crewmembers at no cost to the Customer. Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all workers' compensation and wages paid to each crewmember and staff assigned to the work site.
  - c. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., workers' compensation, unemployment insurance, state and federal taxes as well as any reimbursement costs), associated with the "Transit Facility Cleaning" services rendered pursuant to this Contract.
  - d. Contractor will submit to Customer on a monthly basis tracking documents and an invoice for all work performed.
  - e. Contractor will use reasonable care in the use of all equipment and supplies provided by Customer pursuant to the terms of this Contract. If Contractor damages any property due to negligence, or causes harm to persons through negligence, Contractor will be responsible for all liabilities resulting therefrom including repairing or replacing Customer's property.

- f. Contractor will comply with the health and safety regulations established by OSHA, the State of California, and Customer while performing the work outlined in this Contract.
- g. Contractor shall obtain and maintain during the term of this Contract insurance coverage as set forth in Exhibit "B" attached hereto.
- h. Contractor to the fullest extent permitted by law, shall indemnify and hold harmless Customer, 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 to the extent those injuries or damages arise out of the negligence or willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. Customer may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If Customer 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.

7. Customer's Duties:

- a. Customer will pay Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$70.15 for each hour associated with the "Transit Facility Cleaning" work described in this Contract. Effective January 1, 2021 the hourly rate per hour of service will increase to \$74.80.
- b. Customer will provide all Contractor crewmembers with supplies and equipment sufficient to perform the work outlined in this Contract.
- c. Customer will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the Contract on an as needed basis.
- d. To the greatest extent permitted by law, Customer will maintain the confidentiality of all personal and medical records and transactions specific to the Contractor's employees.
- e. Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's workers' compensation injuries incurred by the Contractor's crewmembers.

8. Miscellaneous Provisions.

- a. All notices, consents, requests, demands, and other communications required or permitted under this Contract shall be in writing and shall conclusively be deemed effective: (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission if sent by confirmed facsimile transmission or email, or (4) three (3) calendar days after deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- b. Contractor acknowledges and agrees that it, and its employees, in the performance of this Contract, are acting in an independent capacity and not as officers or employees of the State of California.
- c. This Contract may be supplemented, amended, or modified only by a writing signed by both parties.
- d. Unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.
- e. This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Contract and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty except those expressly set forth in this Contract.
- f. If a court or an arbitrator of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Contract shall not be affected.

UNITED CEREBRAL PALSY ASSOCIATION OF  
 SAN JOAQUIN, CALAVERAS, AMADOR COUNTIES,  
 a California non-profit corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_ Date

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
 STEPHEN SCHWABAUER  
 City Manager

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
 PAMELA M. FARRIS  
 Assistant City Clerk

APPROVED AS TO FORM:

*TC*  
*FW* \_\_\_\_\_  
 JANICE D. MAGDICH  
 City Attorney

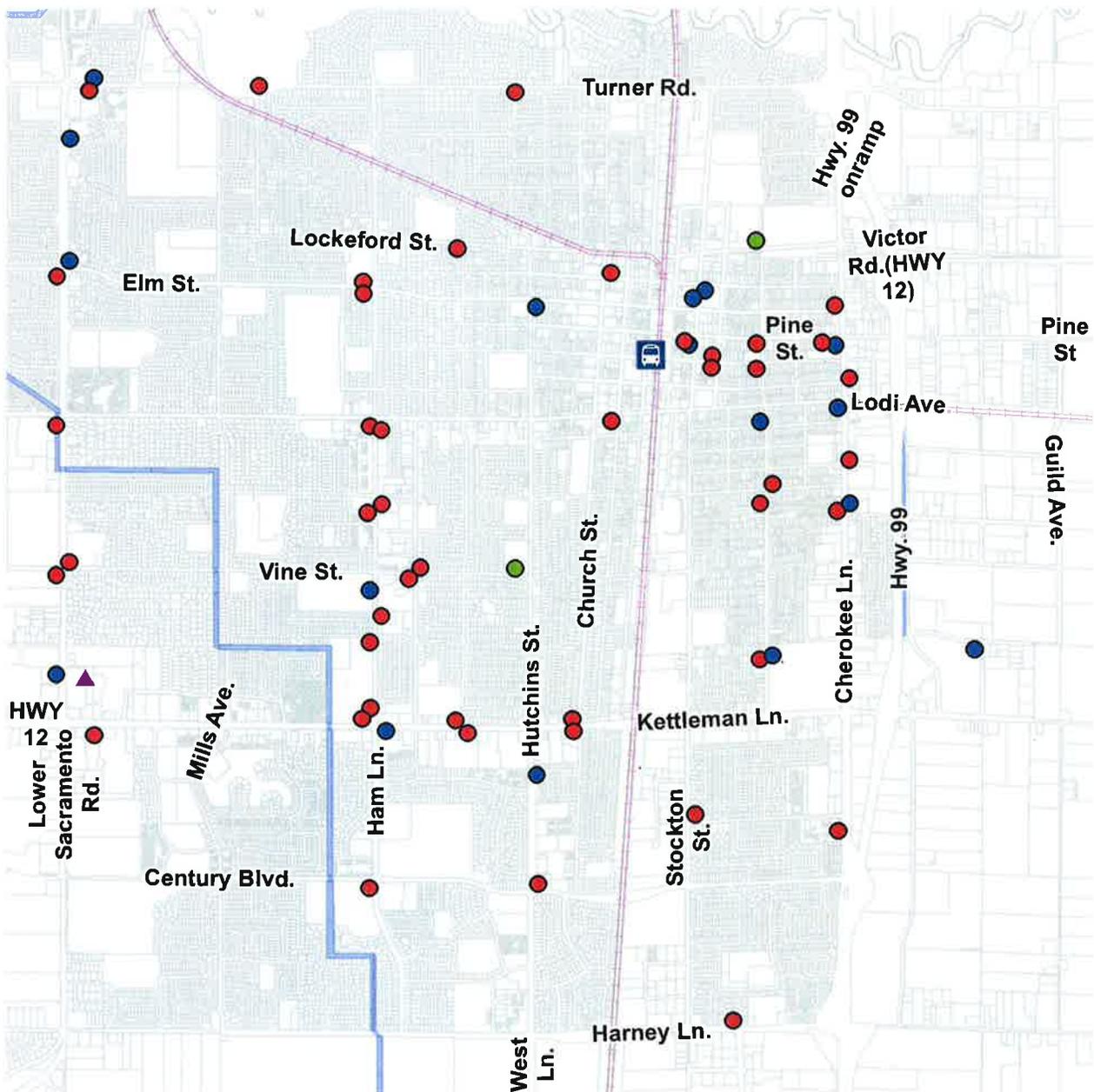
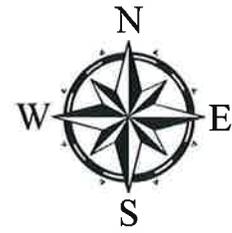
# EXHIBIT A

## Legend

 Lodi Transit Station

## Location Feature

-  Trash
-  Trash/Recycling
-  Trash maintained by Parks/Rec
-  Private Trash



**Transit Facility Cost Projection**

<b>FY 2020/21</b>	<b>July 2020</b>	<b>Aug 2020</b>	<b>Sept 2020</b>	<b>Oct 2020</b>	<b>Nov 2020</b>	<b>Dec 2020</b>	<b>Jan 2021</b>	<b>Feb 2021</b>	<b>March 2021</b>	<b>April 2021</b>	<b>May 2021</b>	<b>June 2021</b>	<b>Total</b>
<b>Hours Serviced</b>	71.5	68.25	68.25	71.5	58.5	65	61.75	61.75	74.75	71.5	65	71.5	809.25
<b>Cleaning Cost/Hour</b>	\$70.15	\$70.15	\$70.15	\$70.15	\$70.15	\$70.15	\$74.80	\$74.80	\$74.80	\$74.80	\$74.80	\$74.80	
<b>Cleaning Cost/Month</b>	\$5,015.73	\$4,787.74	\$4,787.74	\$5,015.73	\$4,103.78	\$4,559.75	\$4,618.90	\$4,618.90	\$5,591.30	\$5,348.20	\$4,862.00	\$5,348.20	\$58,657.95

# 2020-2021 Transit Facility Schedule

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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 CITY  
MANAGER TO EXECUTE CONTRACTS FOR FISCAL YEAR 2020/21  
WITH UNITED CEREBRAL PALSY OF SAN JOAQUIN, AMADOR, AND  
CALAVERAS COUNTIES, OF STOCKTON, FOR DOWNTOWN  
CLEANING, TRANSIT FACILITY CLEANING, AND HUTCHINS STREET  
SQUARE LANDSCAPE MAINTENANCE

=====

WHEREAS, staff is proposing to contract with UCP for downtown cleaning, transit facility cleaning, and Hutchins Street Square landscape maintenance; and

WHEREAS, the downtown area addresses street furniture, trash, litter, spills, and leaf removal; the transit facility cleaning addresses the grounds surrounding Lodi Transit Station, the Lodi Transit Station Parking Structure, and sheltered bus stops; and work at Hutchins Street Square includes weekly landscape maintenance, such as weeding, shrub trimming, and debris removal; and

WHEREAS, the program includes transportation and direct supervision for the crew at the following hourly rates:

	<b>2020</b>	<b>2021*</b>
Downtown Cleaning	<b>\$73.70</b>	<b>\$79.90</b>
Transit Facility Cleaning	<b>\$70.15</b>	<b>\$74.80</b>
Hutchins Street Square Landscape	<b>\$72.57</b>	<b>\$78.77</b>

\*Rates reflect the State Minimum Wage increase effective January 1, 2021.

WHEREAS, per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City; and

WHEREAS, staff recommends authorizing City Manager to execute contracts for Fiscal Year 2020/21 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning in the amount of \$76,505, transit facility cleaning in the amount of \$58,658, and Hutchins Street Square landscape maintenance in the amount of \$21,403; and

WHEREAS, staff also recommends waiving the method of receiving competitive bids since it is advantageous for the City to receive this service at a very competitive price.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute contracts for Fiscal Year 2020/21 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning in the amount of \$76,505, transit facility cleaning in the amount of \$58,658, and Hutchins Street Square landscape maintenance in the amount of \$21,403; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby waive the method of receiving competitive bids since it is advantageous for the City to receive this service at a very competitive price; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to

make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 3, 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 June 3, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Accept Improvements Under Contract for McLane Substation Renovation Project.

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Accept improvements under contract for McLane substation renovation project.

**BACKGROUND INFORMATION:** This project upgraded the aging facilities at the McLane substation. The project scope included replacing two existing front gates, removing and replacing two 60kV breakers, removing and replacing five 12kV breakers, expanding the existing bus structure and installing one new 12kV breaker, providing and installing a pre-fabricated control building along with state of the art control systems equipment, furnishing and installing concrete foundations, wire and cable, conduit and cable support systems required to complete the installation, providing electrical commission testing, and other incidental and related work, all as shown on the plans and specifications for this project.

The project was awarded to Wilson Utility Construction Company of Canby, Oregon, on July 17, 2019, in the amount of \$1,605,835.28. The contract has been completed in substantial conformance with the specifications approved by City Council. The final cost of the contract was \$1,698,926.28. The difference between the original contract amount and final contract was due to four change orders totaling \$93,091, which is 5.8 percent of the original contract amount.

The contract was completed within the original contract schedule. Photos of completed work are shown in Exhibit A.

Following acceptance by the City Council, as required by law, a Notice of Completion will be filed 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 improve reliability of the McLane substation.

**FUNDING AVAILABLE:** Capital project EUCP-18148.

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Jeff Berkheimer  
Electric Utility Director

Prepared by Hasan Shahriar, Engineering and Operations Manager  
Attachments

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**EXHIBIT – A**  
**New 60kV breakers**



**New control building and front gate**



**Protection equipment inside control building**



**New 12kV breakers and bus structure**





# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Lodi Arts Commission to Place a Mural on the Downtown Parking Garage Commemorating the Centennial of the 19<sup>th</sup> Amendment to the US Constitution and Authorize the City Manager to Negotiate an Encroachment Agreement for the Mural Placement (\$20,000)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Parks, Recreation and Cultural Services Interim Director

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**RECOMMENDED ACTION:** Adopt resolution authorizing Lodi Arts Commission to place a mural on the downtown parking garage commemorating the centennial of the 19<sup>th</sup> Amendment to the US Constitution and authorize the City Manager to negotiate an encroachment agreement for the mural placement (\$20,000).

**BACKGROUND INFORMATION:** In 2020, Americans will celebrate the centennial of the extension of the right to vote to women. When Congress passed the 19<sup>th</sup> Amendment in 1919, and 36 states ratified it by August 1920, women's right to vote was enshrined in the US Constitution. One hundred years later, there are local, state, and national centennial celebrations being planned and executed throughout the land. Lodi is one of the communities celebrating the centennial.

The Lodi Arts Commission and Lodi Art Foundation are seeking submissions from Lodi area adult artists for a design that will be used for the creation of a mural to be installed on the wall between World of Wonders Science Museum and the parking garage at 2 North Sacramento Street commemorating the Centennial of the 19<sup>th</sup> Amendment to the US Constitution.

In conjunction with the mural project, Lodi Arts Commission will be identifying sites throughout Lodi that have historic significance to women for a walking trail and provide an easily accessible narrative (QR code phone app and paper map) explaining the significance of each site. The Lodi Arts Commission and Lodi Arts Foundation will be seeking sponsorships and donations to fund the walking trail project.

The total cost for the mural shall not exceed \$50 per square foot, or \$20,000 for up to 400 square feet, and must be inclusive of all artist fees, conception, design, personal liability insurance, any needed sub-contractors, wall preparation, and painting of the mural itself.

**FISCAL IMPACT:** \$20,000

**FUNDING AVAILABLE:** 43499000.77020 Arts in Public Places Fund

\_\_\_\_\_  
Andrew Keys  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
Anwan Baker  
Interim Parks, Recreation, and Cultural Services Director

AB:JW/tl  
cc: City Attorney

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE LODI ARTS COMMISSION TO PLACE A  
MURAL ON THE DOWNTOWN PARKING GARAGE  
COMMEMORATING THE CENTENNIAL OF THE 19<sup>TH</sup>  
AMENDMENT TO THE U. S. CONSTITUTION, AND AUTHORIZE  
THE CITY MANAGER TO NEGOTIATE AN ENCROACHMENT  
AGREEMENT FOR THE PLACEMENT (\$20,000)

=====

WHEREAS, on June 4, 1919 Congress passed the 19<sup>th</sup> Amendment granting women the right to vote; and

WHEREAS, one hundred years later there are local, state, and national centennial celebrations being planned and executed throughout the land, and Lodi is one of the communities celebrating the centennial; and

WHEREAS, the Lodi Arts Commission and Lodi Art Foundation are seeking submissions from Lodi area adult artists for a design that will be used for the creation of a mural to be installed on the wall between World of Wonders Science Museum and the downtown parking garage; and

WHEREAS, in conjunction with the mural project, the Lodi Arts Commission will be identifying sites throughout Lodi that have historic significance to women for a walking trail and provide an easily accessible narrative (QR code phone app and paper map) explaining the significance of each site; and

WHEREAS, the Lodi Arts Commission will be seeking sponsorships and donations for the walking trail project; and

WHEREAS, the total cost for the mural shall not exceed \$50 per square foot, or \$20,000 for up to 400 square feet, and must be inclusive of all artist fees, conception, design, personal liability insurance, any needed sub-contractors, wall preparation, and painting of the mural itself.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the Lodi Arts Commission to place a mural on the downtown parking garage commemorating the centennial of the 19<sup>th</sup> Amendment to the United States Constitution, and authorize the City Manager to negotiate an encroachment agreement for the placement (\$20,000).

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: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

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

**MEETING DATE:** June 3, 2020

**PREPARED BY:** City Attorney

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

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

An outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States. As of May 28, 2020, there are a total of 834 confirmed cases of COVID-19 in San Joaquin County, an increase of 62 cases between May 23 and May 27, and 34 fatalities (an increase of just over 30% in the last 23 days), and continued evidence of community spread; County Public Health Services anticipates the number of confirmed cases will continue to increase.

COVID-19 is an infectious disease that causes respiratory illness and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are over 65 years of age or have underlying chronic health conditions or immunodeficiency.

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

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

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

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

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

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

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

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

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

On March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County’s Public Health Officer. San Joaquin County is currently in Phase 2 of the State’s Pandemic Roadmap to Recovery Plan. County Public Health cautions that there continue to be infections and deaths at a rate in San Joaquin County that necessitate a firm and carefully planned and managed response as the California economy is reopened.

As part of the City’s response to the current emergency, the City is participating in the State’s Great Plates Delivered program. The program currently supports 275 qualified adults 65 years and older and adults 60-64 who are at high-risk from COVID-19, in staying home and receiving the delivery of three meals each day. The program also provides economic stimulus to the participating local businesses and their workers.

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

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

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Janice D. Magdich  
City Attorney

Attachment:

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

RESOLUTION NO. 2020-\_\_\_\_\_

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

=====

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, as of May 28, 2020, there have been a total of 834 confirmed cases of COVID-19 in San Joaquin County, an increase of 62 cases between May 23 and May 27; and 34 fatalities (an increase of just over 30% in the last 23 days), and continued evidence of community spread, with the number of confirmed cases anticipated to continue to increase; and

WHEREAS, San Joaquin County is currently in Phase 2 of the State's Pandemic Roadmap to Recovery Plan, and San Joaquin County Public Health cautions that there continue to be infections and deaths at a rate in San Joaquin County that necessitate a firm and carefully planned and managed response as the California economy is reopened; and

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

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

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

emergency services plan of the City of Lodi as determined by the City Manager/Director of Emergency Services within the National Incident Management System; and

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

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

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

Dated: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney

2020-\_\_\_\_\_

**Proclamation of the Director of Emergency Services for the City of Lodi Finding the Existence of a Local Emergency (COVID-19)**

=====

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: March 18, 2020  
Time: 8:00 a.m.



Stephen Schwabauer  
Director of Emergency Services

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

Approved as to Form:



Janice D. Magdich  
City Attorney



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Exempting City of Lodi from State-Mandated Congestion Management Program in Conjunction with San Joaquin Council of Governments’ Effort to Achieve County-wide Exemption in Accordance with California Government Code §65088.3

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution exempting City of Lodi from State-mandated Congestion Management Program in conjunction with San Joaquin Council of Governments’ effort to achieve County-wide exemption in accordance with California Government Code §65088.3.

**BACKGROUND INFORMATION:** The San Joaquin Council of Governments (SJCOG) Regional Congestion Management Program (RCMP) is required to abide by State Congestion Management Plan (SCMP). These plans reflect their respective State and local planning guidelines to reduce vehicle congestion on roadways and are necessary to satisfy California Environmental Quality Act (CEQA) requirements. Pursuant to California Government Code §65088.3, an exemption clause allows a county to “opt out” of the SCMP if the majority of jurisdictions that represent the majority of the county’s population adopt resolutions “opting out” of the SCMP.

The implementation of Senate Bill (SB) 743 strongly encourages RCMP’s to replace level of service (LOS) as the primary performance metric with vehicle miles traveled (VMT). In December 2019, SJCOG’s Board of Directors passed Resolution R-20-16 authorizing SJCOG’s Executive Director to start the process of “opting out” of the SCMP. On December 30, 2019, SJCOG emailed information that included a letter, December 2019 SJCOG Board staff report, resolution R-20-16, and examples to reference (Exhibit A), outlining the benefit of opting out of the SCMP.

SJCOG’s letter references the administrative benefits and cost savings of opting out of the SCMP, including:

- Removes the need to submit project referral applications and environmental documentation for land use review; and
- Removes the follow up from jurisdictions about project and mitigation measure updates; and
- Eliminates the chance of losing State and Federal funding due to non-compliance with the LOS threshold due to potentially conflicting CEQA analyses; and
- Eliminates the need to submit updates to complete seven-year capital improvement program.

It is recommended that City Council consider:

- 1) Finding that the proposed action is exempt from the California Environmental Quality Act for reasons stated in this staff report; and

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

- 2) Adopting a resolution, as authorized by the California Government Code §65088.3, electing to opt out of the SCMP.

If SJCOG is successful in acquiring majority jurisdictional support and “opting out” of the SCMP, SJCOG can revise their RCMP to fulfill Federal Congestion Management Plan requirements along with considering the incorporation of data that meets the information demands of jurisdictions.

**FISCAL IMPACT:** Opting out of this program will alleviate the city obligation under SJCOG’s RCMP and eliminate the chance of losing state and Federal funding due to noncompliance with SCMP. There is no impact to the General Fund.

**FUNDING AVAILABLE:** Not applicable.

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Charles E. Swimley, Jr.  
Public Works Director

CES/LC/tc  
Attachment

Cc: Senior Civil Engineer  
Public Works Management Analyst  
Travis Yokoyama, SJCOG



## SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202 • P 209.235.0600 • F 209.235.0438 • [www.sjco.org](http://www.sjco.org)

12/30/19

Dear Representative of San Joaquin County,

SJCOG started the “Opt Out” process with the goal of significantly reducing the administrative burden passed upon jurisdiction staff and saving SJCOG money on tasks to meet California Congestion Management Program (CMP) statutes. More specifically, “Opting Out” of State CMP:

- Removes the need to submit project referral applications and environmental documentation for land use review
- Removes the follow up from jurisdictions about project and mitigation measure updates
- Eliminates the chance of losing State and Federal funding due to non-compliance with the LOS threshold, and
- Eliminates the need to submit updates to complete seven-year capital improvement program.

On December 5, 2019, SJCOG’s Board of Directors’ unanimously approved Resolution R-20-16 (Attachment A) and authorized the San Joaquin Council of Governments (SJCOG) Executive Director to start the process of “Opting Out” of State CMP.

### So What Are the Next Steps?

After receiving SJCOG Board’s approval, SJCOG must ask for your assistance in passing resolutions by your Board of Supervisors/City Council by **June 30, 2020**. Without your help, SJCOG cannot move forward “Opting Out” of State CMP.

As SJCOG is not the first Congestion Management Agency to “Opt Out” of State CMP, SJCOG can refer jurisdiction(s) to previously generated staff reports, resolutions, and/or supporting documentation. Attached are two examples from Los Angeles County and City of San Gabriel. SJCOG recommends jurisdiction(s) duplicate or reference these staff report(s) in preparation of your own staff report. In terms of a resolution, SJCOG had previously generated a sample resolution that is within December 2019’s Board staff report.

Staff feels comfortable jurisdiction(s) will be able to generate a staff report and resolution with these examples. In addition, SJCOG will be available over the phone or in-person to answer any questions throughout a jurisdiction’s “opt out” process. If you wish to meet in-person, please feel to email me a list of dates and times. Staff will be in contact periodically to see how your process is going and plans to be in attendance of your Board of Supervisors/City Council at the time of approval.

Thank you and do not hesitate to contact me at [Yokoyama@SJCOG.ORG](mailto:Yokoyama@SJCOG.ORG).

Sincerely,

Travis Yokoyama

ATTACHMENT A - Opt Out of State RCMP Requirements - Dec 2019 Board

ATTACHMENT B - Example (County of Los Angeles)

ATTACHMENT C - Example (City of San Gabriel)

*Doug Kuehne*  
CHAIR

*Jesus Andrade*  
VICE CHAIR

*Andrew T. Chesley*  
EXECUTIVE DIRECTOR

*Member Agencies*  
CITIES OF ESCALON,  
LATHROP, LODI,  
MANTECA, RIPON,  
STOCKTON, TRACY,  
AND THE COUNTY OF  
SAN JOAQUIN

December 2019  
SJCOG Board

## STAFF REPORT

- SUBJECT:** California Congestion Management Program (CMP) Opt-Out
- RECOMMENDED ACTION:** Approve Resolution R-20-16 and Authorize SJCOG Executive Director to Start the Process of Opting Out of State CMP
- DISCUSSION:**
- SUMMARY:**

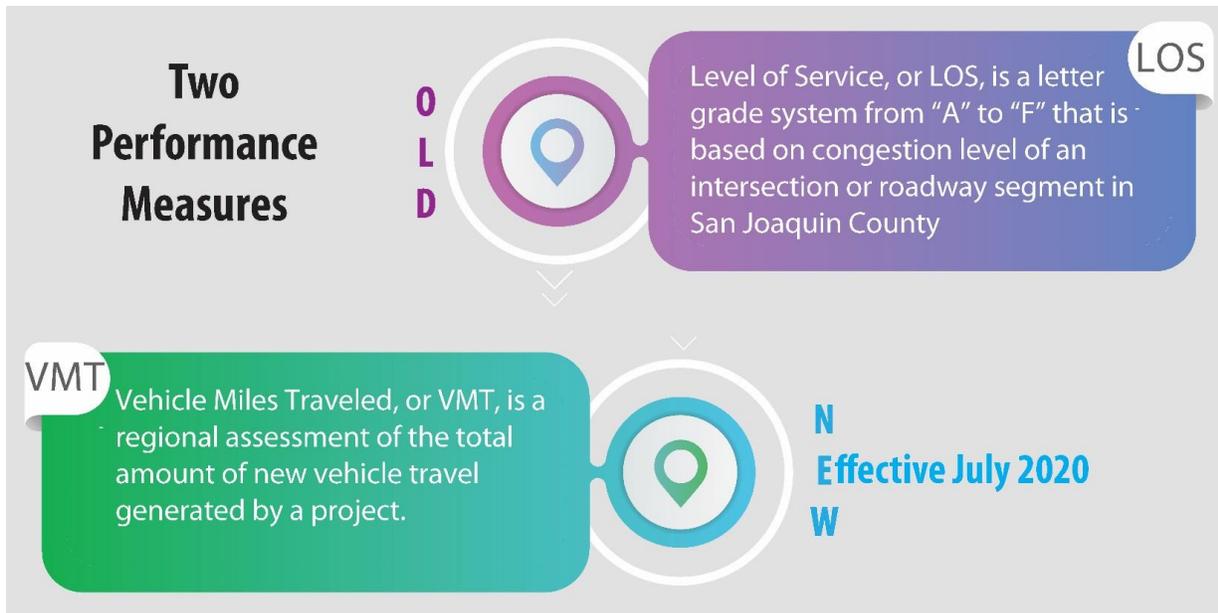
State law allows SJCOG to “Opt Out” of State CMP with no loss of gas tax revenues as long as a majority of local agencies representing a majority of the county’s population pass resolutions in support. SJCOG staff is seeking support from all local agencies to “opt out” thereby reducing the administrative burden to comply with outdated level-of-service requirements.

Like other Congestion Management Agencies (CMA) in California, San Joaquin Council of Governments (SJCOG) is at a “crossroads” on the issue of “Opting Out” of California’s Congestion Management Program (CMP). “Opting Out” of CMP does the following:

- Removes the need to submit project referral applications and environmental documentation for land use review
- Removes the follow up from jurisdictions about project and mitigation measure updates
- Eliminates the chance of losing State and Federal funding due to non-compliance with the LOS threshold, and
- Eliminates the need to submit updates to complete seven-year capital improvement program.

Staff concludes these benefits, along with the chance of building a new CMP that fulfills our Federal CMP requirements and better fit the needs of our stakeholders, should be strongly considered by SJCOG’s Board. By state law, SJCOG is required to prepare and update a CMP biennially for San Joaquin County. Initiated by the passage of Proposition 111 of 1990 (Increasing the state gas tax from 9 to 18 cents), the State CMP was later supported by adoption of San Joaquin County Local Measure K on 2006. The intent of the CMP process tied new tax revenue source to a coordinated process to review land use development and transportation programs with the intent to reduce traffic congestion.

The state CMP requires the transportation system to be measured using Level of Service (LOS), a letter grade system from “A” to “F” based on congestion level. To date, the CMP LOS analysis “piggybacks” on the transportation impact analysis to meet California Environmental Quality Act (CEQA) requirements for a project (i.e., Mitigated Negative Declaration, Environmental Impact Report, etc.) – local agencies usually use the same analysis for both purposes. However, per Senate Bill 743 (Steinberg 2013) all jurisdictions will be required to use Vehicle Miles Traveled (VMT) rather than LOS in CEQA documents starting in July 2020. At that point, the CMP LOS analysis would be an additional requirement on jurisdictions that would potentially conflict with the impacts and mitigation measures found in CEQA. “Opting out” eliminates this conflict.



**RECOMMENDATION:**

SJCOG staff recommends the SJCOG Board of Directors approve Resolution R-20-16 (Appendix B) and authorize the Executive Director to start the process of opting out of California CMP, in accordance with State CMP statute.

**FISCAL IMPACT:**

Opting out of State CMP eliminates the need to staff activities for state CMP compliance. For this current fiscal year, SJCOG staff anticipates the Board adopted, budgeted resources for the Congestion Management Program (Work Element # 801.04) will be reduced by approximately 25%, a reduction of \$45,000. These savings would come from a combination of funding sources including Measure K and FHWA Planning. In addition to an annual savings, every two years, SJCOG spends \$150,000 for consultant services related to state CMP updates which would no longer be necessary. Any savings can be reallocated to other eligible work items in SJCOG’s OWP. State gas tax revenue will continue to flow to local jurisdictions. Local jurisdictions will also experience savings in their own activities related to state CMP compliance.

## BACKGROUND:

For SJCOG and jurisdictions alike, the continued administration of the State CMP may not have the value it once had in improving the region's transportation system.

Seven incorporated cities, the County of San Joaquin, and SJCOG share various State CMP statutory responsibilities; including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinances, and mitigating congestion impacts.

The framework of State CMP is predicated on adding roadway lanes to mitigate congestion levels, with LOS as the main performance metric. The recent adoption of Assembly Bill (AB) 32: California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006) directly or indirectly moved CEQA away from LOS as a performance metric. Therefore, the State CMP became a bureaucratic checklist that is completed for the purpose of retaining eligibility for state and federal funds; instead of promoting a more sustainable and equitable region.

LOS is also embedded within our Measure K Renewal Ordinance of 2006 as a performance metric. Measure K Renewal Ordinance and programs will be updated after the opt out is completed. "Opting out" of State CMP is the first task in building a platform to consider new ways of measuring transportation system performance along with VMT that complement efforts to combat climate change, support sustainable, vibrant communities and improve mobility.

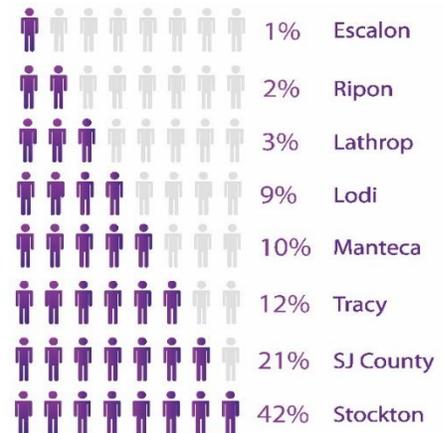
### Reasons to "Opt Out" of State CMP

SJCOG has listed the reasons for "Opting Out" of State CMP on next page. In short, our current outdated form of measuring performance along our regional roadway system has been costly and tedious with little to no benefit to either jurisdiction nor SJCOG.



## “Opt Out” Process

Pursuant to California Government Code §65088.3, counties may “Opt Out” of the CMP requirement with no loss of gas tax revenues if the majority of jurisdictions that represent the majority of the county’s population pass resolutions that request to “Opt Out” of California CMP. SJCOG needs a minimum of 5 jurisdictions approve resolutions by City Council/Board of Supervisors; of which one must be City of Stockton or the County. Based on American Factfinder, City of Stockton accounts for 42% of total population in San Joaquin County.



Should the “Opt Out” occur, SJCOG staff anticipates immediate implementation. Planning and Engineering staff will no longer have to perform duties related to the state CMP.

## Examples

SJCOG will not be the first to “Opt Out” of State CMP in California and even in San Joaquin Valley. The following agencies have either already opted out, are currently in the process, or passed a resolution that recommends “Opt Out” of State CMP.

### “Opted Out”

- Fresno Council of Governments (Fresno County) – 1997
- Sacramento Transportation Authority (Sacramento County) – 1996
- San Diego Association of Governments (San Diego County) – 2009
- San Luis Obispo Council of Governments (San Luis Obispo County) – 1997
- Santa Cruz County Regional Transportation Commission (Santa Cruz County) – 2000
- Sonoma County Transportation Authority (Sonoma County) – 2000s

### In the Process of “Opting Out”

- Los Angeles Metro (Los Angeles County) – Board passed a resolution initiating process in June 2018. City of Los Angeles and 45 other member jurisdictions passed resolutions to “Opt Out” by June 2019.

### Passed a Resolution (3000 Revised) that encourages their counties to “Opt Out”

- Metropolitan Transportation Commission (Member Counties with CMAs include Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano)

## Alternative Considered

SJCOG can continue to fulfill the requirements as required by State CMP and move forward with updating the current CMP. We do not recommend this alternative as SJCOG has examined multiple ways of adapting the state legislative requirements to better fit the needs of our stakeholders and found little benefit of preserving State CMP. Opting out of the CMP gives SJCOG the flexibility to implement mobility improvements through the programs and projects in

the Long Range Transportation Plan adopted by the Board, while furthering improvements to transportation capacity, choice and cost-effectiveness.

### Determination

CMP LOS analysis was originally a pioneering effort in coordinated transportation planning, but now will become a burdensome and duplicative requirement for local agencies that is out of step with statewide transportation goals and greenhouse gas emission targets. To reiterate the reasons to “Opt Out” of State CMP, the following requirements would be removed:

- Submittal of project referral application & environmental documents for land use review;
- Follow up correspondence from jurisdictions about project & mitigation measure updates;
- The chance of losing State & Federal funding; And
- Submittal of updates to complete seven-year capital improvement program.

SJCOG staff sees merit in “opting out” of the State CMP and does recommend jurisdictions start the “Opt Out” process that results in the adoption of resolutions by City Councils/Board of Supervisors. SJCOG staff prefers all jurisdictions adopt resolutions to “Opt Out” State CMP; however, the minimum requirement of 5 jurisdictions that includes City of Stockton or San Joaquin County is acceptable.

### **Impact to Measure K Program**

There is a linkage between Measure K projects and the CMP. The Measure K Program, in Section 7 of the Ordinance, identifies requirements of Measure K Projects to the adopted Congestion Management Program. It further goes into technical detail about state CMP requirements, which identified earlier in this staff report, are now antiquated. If and when this region “Opts Out” of State CMP, the Measure K ordinance will require an amendment to remove these outdated references.

This can occur during the annual Call for Amendments to the Measure K Ordinance conducted by SJCOG Board. Appendix E is an excerpt from the Measure K Ordinance and illustrates the strikeover (deleted) text and new text that would be submitted for the proposed Measure K amendment. Ultimately, updates of SJCOG’s CMP will achieve the goal of meeting Federal CMP requirements while adding policies, information, and/or action items that better supports the needs of jurisdictions within San Joaquin County.

### Jurisdiction Review

This staff report was distributed on 10/31/19 to primarily Planning staff for review with comments and questions due at 5:00 PM on 11/21/19. SJCOG felt Planning staff would be the most incentivized for “Opting Out” of State CMP due to the current staff time needed to receive and respond to SJCOG letters and provide updates to projects and associated mitigation measures.

As of 11/21/19, no comments were received from Planning Staff. On 11/22/19, San Joaquin County left a voicemail to request clarity on possibly whom would be right department to take

forth a recommendation to their Board of Supervisors. On 11/25/19, SJCOG emailed San Joaquin County to provide clarification and availability to discuss “Opting Out” of State CMP more in detail, if needed.

#### **COMMITTEE ACTIONS:**

- **Technical Advisory Committee** – Unanimously approved on 11/14/19.
  - City of Lodi was provided a recommended implementation deadline of July 1, 2020.
  - City of Ripon received assurance that there are no drawbacks by SJCOG “Opting Out” of State CMP.
  - City of Tracy was provided clarity on minimum participation requirement of jurisdictions to “Opt Out” of State CMP.
- **Management & Finance Committee** – Unanimously approved on 11/20/19.
  - Cities of Tracy and Ripon asked similar questions as Cities of Lodi and Ripon at TAC.
  - City of Stockton asked why SJCOG did not “Opt Out” earlier. SJCOG noted SB 743 implementation in 2020 was the main factor to “Opt Out.”
- **Citizens Advisory Committee** – Unanimously approved on 11/20/19.
  - Sierra Club was provided clarification on SB 743 and received assurance that there are no drawbacks by SJCOG “Opting Out” of State CMP.
- **Executive Committee** - Unanimously approved on 11/22/19.
  - City of Lodi was provided clarity on VMT.
  - City of Ripon was provided clarity that staff currently follow s both federal and state CMP statutes. This request will opt SJCOG out of state CMP statutes.

#### **NEXT STEPS:**

Staff will move forward with the follow steps:

- Monitor and provide information/advise while jurisdictions move forward with the resolution process with their City Councils/Board of Supervisors;
- Work with our jurisdictions while amending CMP to fulfill federal CMP statutes and better fit the needs of jurisdictions in San Joaquin County;
- Plan to amend San Joaquin County’s Measure K in 2020 and replace State CMP requirements with reference that Measure K will comply with Federal CMP requirements;  
And
- Update other SJCOG documents, like SJCOG’s Overall Work Program, to reflect the removal of State CMP statutes.

#### **ATTACHMENTS:**

- A. SJCOG Resolution R-20-16
- B. Sample Resolution for City / County
- C. State Statutes Related to Congestion Management Programs

- D. List of Current & Past CMAs and Sources
- E. Draft Measure K Renewal Ordinance of 2006 Amended
- F. Draft SJCOG Overall Work Program Updated

*Prepared by: Travis Yokoyama, Associate Regional Planner*



## RESOLUTION SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-20-16

### RESOLUTION RECOMMENDING OUR JURISDICTIONS ADOPT RESOLUTIONS TO OPT OUT OF STATE CONGESTION MANAGEMENT PROGRAM (CMP)

WHEREAS, the San Joaquin Council of Governments (SJCOG) serves as the Congestion Management Agency (CMA) for San Joaquin County; and

WHEREAS, pursuant to the passage of Proposition 111 of 1990 and Measure K of 2006, SJCOG must follow guidelines set forth by California Government Code 65088; and

WHEREAS, SJCOG must prepare and update a CMP biennially for San Joaquin County that includes an element defining the CMP system, an element establishing level of service (LOS) standards, a system-wide multimodal performance element, a program for analyzing the impact of land use decisions, and a seven-year capital improvement program; and

WHEREAS, SJCOG must monitor the regional roadway network set forth by the policies of most recent CMP update; and

WHEREAS, jurisdictions can be held accountable for deficient roadways/intersections; and

WHEREAS, adoptions of Assembly Bill (AB) 32 California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006) directly or indirectly moved CEQA away from LOS as a performance metric; and

WHEREAS, fulfilling State CMP requirements has become burdensome and duplicative requirement for local agencies that is out of step with statewide transportation goals and greenhouse gas emission targets; and

WHEREAS, pursuant to California Government Code 65088.3, SJCOG can opt out of State CMP requirements if the majority of local governments, collectively comprised of the city councils and the county board of supervisors, which in total also represent a majority of the population in the county, each adopt resolutions electing to be exempt from the congestion management program; and

WHEREAS, the option of "Opting Out" of State CMP has been reviewed by our jurisdictions

and approved by the San Joaquin Council of Governments' Board on December 5, 2019.

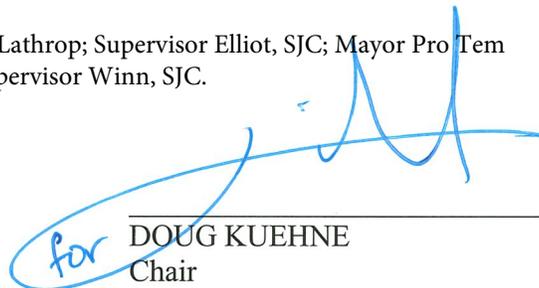
NOW, THEREFORE BE IT RESOLVED that staff of the eight jurisdictions in San Joaquin County are recommended to submit a resolution to city council that opts a jurisdiction out of responsibilities of State CMP set forth by California Government Code 65088.

PASSED AND ADOPTED this 5<sup>th</sup> day of December 2019 by the following vote of the San Joaquin Council of Governments, to wit;

Councilmember Andrade, Stockton; Councilmember Jobrack, Stockton; Supervisor Miller, SJC;  
AYES: Councilmember Murken, Escalon; Mayor Rickman, Tracy; Councilmember Singh, Manteca;  
Vice Mayor Wright, Stockton; Mayor Zuber, Ripon.

NOES: None.

ABSENT: Mayor Dhaliwal, Lathrop; Supervisor Elliot, SJC; Mayor Pro Tem  
Kuehne, Lodi; Supervisor Winn, SJC.



for DOUG KUEHNE  
Chair

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

\_\_\_\_\_, CALIFORNIA, ELECTING TO BE EXEMPT FROM

THE CONGESTION MANAGEMENT PROGRAM

WHEREAS, in 1990 the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

WHEREAS, the legislature and governor established the specific requirements of the Congestion Management Program by passage of legislation which was a companion to Proposition 111 and is encoded in California Government Code Section 65088 to 65089.10; and

WHEREAS, the San Joaquin Council of Governments (SJCOG) has been designated as the Congestion Management Agency responsible for San Joaquin County's Congestion Management Program; and

WHEREAS, California Government Code Section 65089.3 allows urbanized counties to be exempt from the Congestion Management Program based on resolutions passed by local jurisdictions representing a majority of a county's jurisdictions with a majority of the county's population; and

WHEREAS, the Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on \_\_\_\_\_ the SJCOG Board of Directors took action to direct SJCOG staff to work with local jurisdictions to prepare the necessary resolutions to exempt San Joaquin County from the Congestion Management Program.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of \_\_\_\_\_, California, as follows:

1. That the above recitations are true and correct.
2. That the City of \_\_\_\_\_ hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ by the following vote, to wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
(Name), Mayor

ATTEST:

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(Name), City Clerk

(Seal)

SAMPLE

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 65088-65089.10

65088. The Legislature finds and declares all of the following:

(a) Although California's economy is critically dependent upon transportation, its current transportation system relies primarily upon a street and highway system designed to accommodate far fewer vehicles than are currently using the system.

(b) California's transportation system is characterized by fragmented planning, both among jurisdictions involved and among the means of available transport.

(c) The lack of an integrated system and the increase in the number of vehicles are causing traffic congestion that each day results in 400,000 hours lost in traffic, 200 tons of pollutants released into the air we breathe, and three million one hundred thousand dollars (\$3,100,000) added costs to the motoring public.

(d) To keep California moving, all methods and means of transport between major destinations must be coordinated to connect our vital economic and population centers.

(e) In order to develop the California economy to its full potential, it is intended that federal, state, and local agencies join with transit districts, business, private and environmental interests to develop and implement comprehensive strategies needed to develop appropriate responses to transportation needs.

(f) In addition to solving California's traffic congestion crisis, rebuilding California's cities and suburbs, particularly with affordable housing and more walkable neighborhoods, is an important part of accommodating future increases in the state's population because homeownership is only now available to most Californians who are on the fringes of metropolitan areas and far from employment centers.

(g) The Legislature intends to do everything within its power to remove regulatory barriers around the development of infill housing, transit-oriented development, and mixed use commercial development in order to reduce regional traffic congestion and provide more housing choices for all Californians.

(h) The removal of regulatory barriers to promote infill housing, transit-oriented development, or mixed use commercial development does not preclude a city or county from holding a public hearing nor finding that an individual infill project would be adversely impacted by the surrounding environment or transportation patterns.

65088.1. As used in this chapter the following terms have the following meanings:

(a) Unless the context requires otherwise, "agency" means the agency responsible for the preparation and adoption of the congestion management program.

(b) "Bus rapid transit corridor" means a bus service that includes at least four of the following attributes:

- (1) Coordination with land use planning.
- (2) Exclusive right-of-way.
- (3) Improved passenger boarding facilities.
- (4) Limited stops.
- (5) Passenger boarding at the same height as the bus.

- (6) Prepaid fares.
- (7) Real-time passenger information.
- (8) Traffic priority at intersections.
- (9) Signal priority.
- (10) Unique vehicles.

(c) "Commission" means the California Transportation Commission.

(d) "Department" means the Department of Transportation.

(e) "Infill opportunity zone" means a specific area designated by a city or county, pursuant to subdivision (c) of Section 65088.4, that is within one-half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan. A major transit stop is as defined in Section 21064.3 of the Public Resources Code, except that, for purposes of this section, it also includes major transit stops that are included in the applicable regional transportation plan. For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

(f) "Interregional travel" means any trips that originate outside the boundary of the agency. A "trip" means a one-direction vehicle movement. The origin of any trip is the starting point of that trip. A roundtrip consists of two individual trips.

(g) "Level of service standard" is a threshold that defines a deficiency on the congestion management program highway and roadway system which requires the preparation of a deficiency plan. It is the intent of the Legislature that the agency shall use all elements of the program to implement strategies and actions that avoid the creation of deficiencies and to improve multimodal mobility.

(h) "Local jurisdiction" means a city, a county, or a city and county.

(i) "Multimodal" means the utilization of all available modes of travel that enhance the movement of people and goods, including, but not limited to, highway, transit, nonmotorized, and demand management strategies including, but not limited to, telecommuting. The availability and practicality of specific multimodal systems, projects, and strategies may vary by county and region in accordance with the size and complexity of different urbanized areas.

(j) (1) "Parking cash-out program" means an employer-funded program under which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. "Parking subsidy" means the difference between the out-of-pocket amount paid by an employer on a regular basis in order to secure the availability of an employee parking space not owned by the employer and the price, if any, charged to an employee for use of that space.

(2) A parking cash-out program may include a requirement that employee participants certify that they will comply with guidelines established by the employer designed to avoid neighborhood parking problems, with a provision that employees not complying with the guidelines will no longer be eligible for the parking cash-out program.

(k) "Performance measure" is an analytical planning tool that is used to quantitatively evaluate transportation improvements and to assist in determining effective implementation actions, considering all modes and strategies. Use of a performance measure as part of the program does not trigger the requirement for the preparation of deficiency plans.

(l) "Urbanized area" has the same meaning as is defined in the 1990 federal census for urbanized areas of more than 50,000 population.

(m) Unless the context requires otherwise, "regional agency" means the agency responsible for preparation of the regional transportation improvement program.

State CMP  
"Opt Out"  
Criteria

65088.3. This chapter does not apply in a county in which a majority of local governments, collectively comprised of the city councils and the county board of supervisors, which in total also represent a majority of the population in the county, each adopt resolutions electing to be exempt from the congestion management program.

65088.4. (a) It is the intent of the Legislature to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking distance of mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing needs.

(b) Notwithstanding any other provision of law, level of service standards described in Section 65089 shall not apply to the streets and highways within an infill opportunity zone.

(c) The city or county may designate an infill opportunity zone by adopting a resolution after determining that the infill opportunity zone is consistent with the general plan and any applicable specific plan, and is a transit priority area within a sustainable communities strategy or alternative planning strategy adopted by the applicable metropolitan planning organization.

65088.5. Congestion management programs, if prepared by county transportation commissions and transportation authorities created pursuant to Division 12 (commencing with Section 130000) of the Public Utilities Code, shall be used by the regional transportation planning agency to meet federal requirements for a congestion management system, and shall be incorporated into the congestion management system.

65089. (a) A congestion management program shall be developed, adopted, and updated biennially, consistent with the schedule for adopting and updating the regional transportation improvement program, for every county that includes an urbanized area, and shall include every city and the county. The program shall be adopted at a noticed public hearing of the agency. The program shall be developed in consultation with, and with the cooperation of, the transportation planning agency, regional transportation providers, local governments, the department, and the air pollution control district or the air quality management district, either by the county transportation commission, or by another public agency, as designated by resolutions adopted by the county board of supervisors and the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county.

(b) The program shall contain all of the following elements:

(1) (A) Traffic level of service standards established for a system of highways and roadways designated by the agency. The highway and roadway system shall include at a minimum all state highways and principal arterials. No highway or roadway designated as a part of

the system shall be removed from the system. All new state highways and principal arterials shall be designated as part of the system, except when it is within an infill opportunity zone. Level of service (LOS) shall be measured by Circular 212, by the most recent version of the Highway Capacity Manual, or by a uniform methodology adopted by the agency that is consistent with the Highway Capacity Manual. The determination as to whether an alternative method is consistent with the Highway Capacity Manual shall be made by the regional agency, except that the department instead shall make this determination if either (i) the regional agency is also the agency, as those terms are defined in Section 65088.1, or (ii) the department is responsible for preparing the regional transportation improvement plan for the county.

(B) In no case shall the LOS standards established be below the level of service E or the current level, whichever is farthest from level of service A except when the area is in an infill opportunity zone. When the level of service on a segment or at an intersection fails to attain the established level of service standard outside an infill opportunity zone, a deficiency plan shall be adopted pursuant to Section 65089.4.

(2) A performance element that includes performance measures to evaluate current and future multimodal system performance for the movement of people and goods. At a minimum, these performance measures shall incorporate highway and roadway system performance, and measures established for the frequency and routing of public transit, and for the coordination of transit service provided by separate operators. These performance measures shall support mobility, air quality, land use, and economic objectives, and shall be used in the development of the capital improvement program required pursuant to paragraph (5), deficiency plans required pursuant to Section 65089.4, and the land use analysis program required pursuant to paragraph (4).

(3) A travel demand element that promotes alternative transportation methods, including, but not limited to, carpools, vanpools, transit, bicycles, and park-and-ride lots; improvements in the balance between jobs and housing; and other strategies, including, but not limited to, flexible work hours, telecommuting, and parking management programs. The agency shall consider parking cash-out programs during the development and update of the travel demand element.

(4) A program to analyze the impacts of land use decisions made by local jurisdictions on regional transportation systems, including an estimate of the costs associated with mitigating those impacts. This program shall measure, to the extent possible, the impact to the transportation system using the performance measures described in paragraph (2). In no case shall the program include an estimate of the costs of mitigating the impacts of interregional travel. The program shall provide credit for local public and private contributions to improvements to regional transportation systems. However, in the case of toll road facilities, credit shall only be allowed for local public and private contributions which are unreimbursed from toll revenues or other state or federal sources. The agency shall calculate the amount of the credit to be provided. The program defined under this section may require implementation through the requirements and analysis of the California Environmental Quality Act, in order to avoid duplication.

(5) A seven-year capital improvement program, developed using the

performance measures described in paragraph (2) to determine effective projects that maintain or improve the performance of the multimodal system for the movement of people and goods, to mitigate regional transportation impacts identified pursuant to paragraph (4). The program shall conform to transportation-related vehicle emission air quality mitigation measures, and include any project that will increase the capacity of the multimodal system. It is the intent of the Legislature that, when roadway projects are identified in the program, consideration be given for maintaining bicycle access and safety at a level comparable to that which existed prior to the improvement or alteration. The capital improvement program may also include safety, maintenance, and rehabilitation projects that do not enhance the capacity of the system but are necessary to preserve the investment in existing facilities.

(c) The agency, in consultation with the regional agency, cities, and the county, shall develop a uniform data base on traffic impacts for use in a countywide transportation computer model and shall approve transportation computer models of specific areas within the county that will be used by local jurisdictions to determine the quantitative impacts of development on the circulation system that are based on the countywide model and standardized modeling assumptions and conventions. The computer models shall be consistent with the modeling methodology adopted by the regional planning agency. The data bases used in the models shall be consistent with the data bases used by the regional planning agency. Where the regional agency has jurisdiction over two or more counties, the data bases used by the agency shall be consistent with the data bases used by the regional agency.

(d) (1) The city or county in which a commercial development will implement a parking cash-out program that is included in a congestion management program pursuant to subdivision (b), or in a deficiency plan pursuant to Section 65089.4, shall grant to that development an appropriate reduction in the parking requirements otherwise in effect for new commercial development.

(2) At the request of an existing commercial development that has implemented a parking cash-out program, the city or county shall grant an appropriate reduction in the parking requirements otherwise applicable based on the demonstrated reduced need for parking, and the space no longer needed for parking purposes may be used for other appropriate purposes.

(e) Pursuant to the federal Intermodal Surface Transportation Efficiency Act of 1991 and regulations adopted pursuant to the act, the department shall submit a request to the Federal Highway Administration Division Administrator to accept the congestion management program in lieu of development of a new congestion management system otherwise required by the act.

65089.1. (a) For purposes of this section, "plan" means a trip reduction plan or a related or similar proposal submitted by an employer to a local public agency for adoption or approval that is designed to facilitate employee ridesharing, the use of public transit, and other means of travel that do not employ a single-occupant vehicle.

(b) An agency may require an employer to provide rideshare data bases; an emergency ride program; a preferential parking program; a transportation information program; a parking cash-out program, as defined in subdivision (f) of Section 65088.1; a public transit

subsidy in an amount to be determined by the employer; bicycle parking areas; and other noncash value programs which encourage or facilitate the use of alternatives to driving alone. An employer may offer, but no agency shall require an employer to offer, cash, prizes, or items with cash value to employees to encourage participation in a trip reduction program as a condition of approving a plan.

(c) Employers shall provide employees reasonable notice of the content of a proposed plan and shall provide the employees an opportunity to comment prior to submittal of the plan to the agency for adoption.

(d) Each agency shall modify existing programs to conform to this section not later than June 30, 1995. Any plan adopted by an agency prior to January 1, 1994, shall remain in effect until adoption by the agency of a modified plan pursuant to this section.

(e) Employers may include disincentives in their plans that do not create a widespread and substantial disproportionate impact on ethnic or racial minorities, women, or low-income or disabled employees.

(f) This section shall not be interpreted to relieve any employer of the responsibility to prepare a plan that conforms with trip reduction goals specified in Division 26 (commencing with Section 39000) of the Health and Safety Code, or the Clean Air Act (42 U.S.C. Sec. 7401 et seq.).

(g) This section only applies to agencies and employers within the South Coast Air Quality Management District.

65089.2. (a) Congestion management programs shall be submitted to the regional agency. The regional agency shall evaluate the consistency between the program and the regional transportation plans required pursuant to Section 65080. In the case of a multicounty regional transportation planning agency, that agency shall evaluate the consistency and compatibility of the programs within the region.

(b) The regional agency, upon finding that the program is consistent, shall incorporate the program into the regional transportation improvement program as provided for in Section 65082. If the regional agency finds the program is inconsistent, it may exclude any project in the congestion management program from inclusion in the regional transportation improvement program.

(c) (1) The regional agency shall not program any surface transportation program funds and congestion mitigation and air quality funds pursuant to Sections 182.6 and 182.7 of the Streets and Highways Code in a county unless a congestion management program has been adopted by December 31, 1992, as required pursuant to Section 65089. No surface transportation program funds or congestion mitigation and air quality funds shall be programmed for a project in a local jurisdiction that has been found to be in nonconformance with a congestion management program pursuant to Section 65089.5 unless the agency finds that the project is of regional significance.

(2) Notwithstanding any other provision of law, upon the designation of an urbanized area, pursuant to the 1990 federal census or a subsequent federal census, within a county which previously did not include an urbanized area, a congestion management program as required pursuant to Section 65089 shall be adopted within a period of 18 months after designation by the Governor.

(d) (1) It is the intent of the Legislature that the regional agency, when its boundaries include areas in more than one county,

should resolve inconsistencies and mediate disputes that arise between agencies related to congestion management programs adopted for those areas.

(2) It is the further intent of the Legislature that disputes that may arise between regional agencies, or agencies that are not within the boundaries of a multicounty regional transportation planning agency, should be mediated and resolved by the Secretary of Transportation, or an employee of the Transportation Agency designated by the secretary, in consultation with the air pollution control district or air quality management district within whose boundaries the regional agency or agencies are located.

(e) At the request of the agency, a local jurisdiction that owns, or is responsible for operation of, a trip-generating facility in another county shall participate in the congestion management program of the county where the facility is located. If a dispute arises involving a local jurisdiction, the agency may request the regional agency to mediate the dispute through procedures pursuant to subdivision (d). Failure to resolve the dispute does not invalidate the congestion management program.

65089.3. The agency shall monitor the implementation of all elements of the congestion management program. The department is responsible for data collection and analysis on state highways, unless the agency designates that responsibility to another entity. The agency may also assign data collection and analysis responsibilities to other owners and operators of facilities or services if the responsibilities are specified in its adopted program. The agency shall consult with the department and other affected owners and operators in developing data collection and analysis procedures and schedules prior to program adoption. At least biennially, the agency shall determine if the county and cities are conforming to the congestion management program, including, but not limited to, all of the following:

(a) Consistency with levels of service standards, except as provided in Section 65089.4.

(b) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

(c) Adoption and implementation of a deficiency plan pursuant to Section 65089.4 when highway and roadway level of service standards are not maintained on portions of the designated system.

65089.4. (a) A local jurisdiction shall prepare a deficiency plan when highway or roadway level of service standards are not maintained on segments or intersections of the designated system. The deficiency plan shall be adopted by the city or county at a noticed public hearing.

(b) The agency shall calculate the impacts subject to exclusion pursuant to subdivision (f) of this section, after consultation with the regional agency, the department, and the local air quality management district or air pollution control district. If the calculated traffic level of service following exclusion of these impacts is consistent with the level of service standard, the agency shall make a finding at a publicly noticed meeting that no deficiency plan is required and so notify the affected local jurisdiction.

(c) The agency shall be responsible for preparing and adopting procedures for local deficiency plan development and implementation

responsibilities, consistent with the requirements of this section. The deficiency plan shall include all of the following:

(1) An analysis of the cause of the deficiency. This analysis shall include the following:

(A) Identification of the cause of the deficiency.

(B) Identification of the impacts of those local jurisdictions within the jurisdiction of the agency that contribute to the deficiency. These impacts shall be identified only if the calculated traffic level of service following exclusion of impacts pursuant to subdivision (f) indicates that the level of service standard has not been maintained, and shall be limited to impacts not subject to exclusion.

(2) A list of improvements necessary for the deficient segment or intersection to maintain the minimum level of service otherwise required and the estimated costs of the improvements.

(3) A list of improvements, programs, or actions, and estimates of costs, that will (A) measurably improve multimodal performance, using measures defined in paragraphs (1) and (2) of subdivision (b) of Section 65089, and (B) contribute to significant improvements in air quality, such as improved public transit service and facilities, improved nonmotorized transportation facilities, high occupancy vehicle facilities, parking cash-out programs, and transportation control measures. The air quality management district or the air pollution control district shall establish and periodically revise a list of approved improvements, programs, and actions that meet the scope of this paragraph. If an improvement, program, or action on the approved list has not been fully implemented, it shall be deemed to contribute to significant improvements in air quality. If an improvement, program, or action is not on the approved list, it shall not be implemented unless approved by the local air quality management district or air pollution control district.

(4) An action plan, consistent with the provisions of Chapter 5 (commencing with Section 66000), that shall be implemented, consisting of improvements identified in paragraph (2), or improvements, programs, or actions identified in paragraph (3), that are found by the agency to be in the interest of the public health, safety, and welfare. The action plan shall include a specific implementation schedule. The action plan shall include implementation strategies for those jurisdictions that have contributed to the cause of the deficiency in accordance with the agency's deficiency plan procedures. The action plan need not mitigate the impacts of any exclusions identified in subdivision (f). Action plan strategies shall identify the most effective implementation strategies for improving current and future system performance.

(d) A local jurisdiction shall forward its adopted deficiency plan to the agency within 12 months of the identification of a deficiency. The agency shall hold a noticed public hearing within 60 days of receiving the deficiency plan. Following that hearing, the agency shall either accept or reject the deficiency plan in its entirety, but the agency may not modify the deficiency plan. If the agency rejects the plan, it shall notify the local jurisdiction of the reasons for that rejection, and the local jurisdiction shall submit a revised plan within 90 days addressing the agency's concerns. Failure of a local jurisdiction to comply with the schedule and requirements of this section shall be considered to be nonconformance for the purposes of Section 65089.5.

(e) The agency shall incorporate into its deficiency plan

procedures, a methodology for determining if deficiency impacts are caused by more than one local jurisdiction within the boundaries of the agency.

(1) If, according to the agency's methodology, it is determined that more than one local jurisdiction is responsible for causing a deficient segment or intersection, all responsible local jurisdictions shall participate in the development of a deficiency plan to be adopted by all participating local jurisdictions.

(2) The local jurisdiction in which the deficiency occurs shall have lead responsibility for developing the deficiency plan and for coordinating with other impacting local jurisdictions. If a local jurisdiction responsible for participating in a multi-jurisdictional deficiency plan does not adopt the deficiency plan in accordance with the schedule and requirements of paragraph (a) of this section, that jurisdiction shall be considered in nonconformance with the program for purposes of Section 65089.5.

(3) The agency shall establish a conflict resolution process for addressing conflicts or disputes between local jurisdictions in meeting the multi-jurisdictional deficiency plan responsibilities of this section.

(f) The analysis of the cause of the deficiency prepared pursuant to paragraph (1) of subdivision (c) shall exclude the following:

(1) Interregional travel.

(2) Construction, rehabilitation, or maintenance of facilities that impact the system.

(3) Freeway ramp metering.

(4) Traffic signal coordination by the state or multi-jurisdictional agencies.

(5) Traffic generated by the provision of low-income and very low income housing.

(6) (A) Traffic generated by high-density residential development located within one-fourth mile of a fixed rail passenger station, and

(B) Traffic generated by any mixed use development located within one-fourth mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing, as determined by the agency.

(g) For the purposes of this section, the following terms have the following meanings:

(1) "High density" means residential density development which contains a minimum of 24 dwelling units per acre and a minimum density per acre which is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre shall automatically be considered high density.

(2) "Mixed use development" means development which integrates compatible commercial or retail uses, or both, with residential uses, and which, due to the proximity of job locations, shopping opportunities, and residences, will discourage new trip generation.

65089.5. (a) If, pursuant to the monitoring provided for in Section 65089.3, the agency determines, following a noticed public hearing, that a city or county is not conforming with the requirements of the congestion management program, the agency shall notify the city or county in writing of the specific areas of nonconformance. If, within 90 days of the receipt of the written notice of nonconformance, the city or county has not come into conformance with the congestion management program, the governing body of the agency shall make a

finding of nonconformance and shall submit the finding to the commission and to the Controller.

(b) (1) Upon receiving notice from the agency of nonconformance, the Controller shall withhold apportionments of funds required to be apportioned to that nonconforming city or county by Section 2105 of the Streets and Highways Code.

(2) If, within the 12-month period following the receipt of a notice of nonconformance, the Controller is notified by the agency that the city or county is in conformance, the Controller shall allocate the apportionments withheld pursuant to this section to the city or county.

(3) If the Controller is not notified by the agency that the city or county is in conformance pursuant to paragraph (2), the Controller shall allocate the apportionments withheld pursuant to this section to the agency.

(c) The agency shall use funds apportioned under this section for projects of regional significance which are included in the capital improvement program required by paragraph (5) of subdivision (b) of Section 65089, or in a deficiency plan which has been adopted by the agency. The agency shall not use these funds for administration or planning purposes.

65089.6. Failure to complete or implement a congestion management program shall not give rise to a cause of action against a city or county for failing to conform with its general plan, unless the city or county incorporates the congestion management program into the circulation element of its general plan.

65089.7. A proposed development specified in a development agreement entered into prior to July 10, 1989, shall not be subject to any action taken to comply with this chapter, except actions required to be taken with respect to the trip reduction and travel demand element of a congestion management program pursuant to paragraph (3) of subdivision (b) of Section 65089.

65089.9. The study steering committee established pursuant to Section 6 of Chapter 444 of the Statutes of 1992 may designate at least two congestion management agencies to participate in a demonstration study comparing multimodal performance standards to highway level of service standards. The department shall make available, from existing resources, fifty thousand dollars (\$50,000) from the Transportation Planning and Development Account in the State Transportation Fund to fund each of the demonstration projects. The designated agencies shall submit a report to the Legislature not later than June 30, 1997, regarding the findings of each demonstration project.

65089.10. Any congestion management agency that is located in the Bay Area Air Quality Management District and receives funds pursuant to Section 44241 of the Health and Safety Code for the purpose of implementing paragraph (3) of subdivision (b) of Section 65089 shall ensure that those funds are expended as part of an overall program for improving air quality and for the purposes of this chapter.

**Current & Past State Congestion Management Agencies**

<b>County</b>	<b>Agency</b>	<b>Opt Out?</b>	<b>Opt Out Year</b>
Alameda	Alameda County Transportation Commission	N	
Contra Costa	Contra Costa Transportation Authority	N	
<b>Fresno</b>	<b>Fresno Council of Governments</b>	<b>Y</b>	<b>1997</b>
Kern	Kern Council of Governments	N	
<b>Los Angeles</b>	<b>Los Angeles County Metropolitan Transportation Authority</b>	<b>Y</b>	<b>In Process</b>
Marin	Transportation Authority of Marin	N	
Monterey	Transportation Agency for Monterey County	N	
Napa	Napa County Transportation Planning Agency	N	
Orange	Orange County Transportation Authority	N	
Placer	Placer County Transportation Planning Agency	N	
Riverside	Riverside County Transportation Commission	N	
<b>Sacramento</b>	<b>Sacramento Transportation Authority</b>	<b>Y</b>	<b>1996</b>
San Bernardino	San Bernardino Associated Governments	N	
<b>San Diego</b>	<b>San Diego Association of Governments</b>	<b>Y</b>	<b>2009</b>
San Francisco	San Francisco Transportation Authority	N	
San Joaquin	San Joaquin Council of Governments	N	
<b>San Luis Obispo</b>	<b>San Luis Obispo Council of Governments</b>	<b>Y</b>	<b>1997</b>
San Mateo	San Mateo County Association of Governments	N	
Santa Barbara	Santa Barbara County Association of Governments	N	
Santa Clara	Santa Clara County Transportation Authority	N	
<b>Santa Cruz</b>	<b>Santa Cruz County Regional Transportation Commission</b>	<b>Y</b>	<b>2000</b>
Solano	Solano County Transportation Authority	N	
<b>Sonoma</b>	<b>Sonoma County Transportation Authority</b>	<b>Y</b>	<b>2000s</b>
Stanislaus	Stanislaus Council of Governments	N	
Tulare	Tulare County Associate of Governments	N	
Ventura	Ventura County Transportation Commission	N	
Yolo	Yolo County Transportation District	N	

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## MEASURE K RENEWAL CMP REQUIREMENTS

### SECTION 7. REGIONAL CONGESTION MANAGEMENT PLAN

- 7.01 The Authority must have in place and be fully implementing a Regional Congestion Management Plan by January 1, 2008.
- 7.02 The primary goals of this Plan shall include:
- (a) Monitoring Vehicle Mile Traveled (VMT) as a key indicator of growth and jobs/housing targets.
  - (b) Adopting programs that strive to keep the increase in VMT to an annual rate that is equal or less than the population increase.
  - (c) Supporting and planning for improved heavy passenger rail and regional bus connections with the Bay Area and Sacramento.
  - (d) Ensuring new development contributes a fair share and provides transportation improvements at the time of new construction.
- 7.03 The Regional Congestion Management Plan shall **be in compliance with the federal Congestion Management Process. ~~the following:~~**
- ~~(a) Traffic Level of Service standards for all regional roadway facilities.~~
  - ~~(b) Standards for the frequency and routing of public transit.~~
  - ~~(c) A trip reduction and travel demand element that promotes alternative transportation modes.~~
  - ~~(d) A program to coordinate the development review process to reduce automobile trip generation from newly developed residential and employment centers.~~
  - ~~(e) The San Joaquin Council of Governments will review all environmental documents and/or development applications for residential, commercial, retail, and industrial development in San Joaquin County generating 125 or more peak hour trips, based on ITE factors. The San Joaquin Council of Governments will comment on each of these developments as to their impact on the region and recommend the appropriate mitigation to address the impacts the new development will have on the existing transportation system. The San Joaquin Council of Governments will coordinate with the California Department of Transportation on these comments.~~
  - ~~(f) Use of a regional transportation and traffic computer model and database to determine the quantitative impacts of traffic from new and existing development on the regional transportation system.~~
- 7.04 An Annual Report will be produced and adopted by the Authority determining the compliance of all local agencies and the San Joaquin Council of Governments with sections 7.01 through 7.03. Should a local agency fail to comply with the requirements of this section that agency will be suspended from being allocated Congestion Relief funds for new projects until found to be in compliance. Should the San Joaquin Council of Governments fail to comply with the requirements of this section the agency will suspend expenditure of the 1% administrative funds until compliance is achieved.

Attached is a conceptual update of the Congestion Management Program Work Element based on the FY 19/20 OWP. The purpose is to indicate tasks that would no longer be needed after the removal of the State CMP requirements.

The exact tasks and budget for each future fiscal year will be determined through the OWP process based on the requirements of the Federal CMP and priorities of SJCOG and member agencies.

Note that consultant assistance was not expected during FY 19/20, so the estimated \$150,000 savings in biannual consultant costs are not shown. Only the estimated \$45,000 annual staff savings are shown.

## 801.04 CONGESTION MANAGEMENT PROGRAM/SYSTEM

- A. Previous Work: ~~AB 471 (1989) provides for development of Congestion Management Programs for all urbanized counties in California.~~ The Measure K Renewal Program Ordinance, approved in November 2006, includes goals and provisions for update of the CMP and a process to review and comment on local plans and development proposals. The FAST Act requires the establishment of a Congestion Management Process. During FY 17/18, SJCOG updated the program, adopted a revised Regional Congestion Management Plan, and developed and used the Federal Congestion Management Process as a component of the RTP/SCS updates. During FY 18/19, SJCOG completed the system monitoring and performance reports.
- B. Purpose: To implement the requirements of the ~~State Congestion Management Plan~~, the Federal Congestion Management Process and the Measure K Renewal Program. To adhere to a planning process that flags and corrects new areas of congestion before they occur. To implement a technically sound and achievable set of planning methods that monitor the transportation system as well as the land use developments that generate trip making. To demonstrate that all reasonable Transportation Demand Management (TDM) and Transportation System Management strategies have been employed prior to programming a roadway capacity increasing project.
- C. Tasks:
1. Continue to refine, quarterly, CMP process to address all suggestions and/or recommendations made as part of the federal certification review process and to ensure continued compliance with FHWA policy and guidance. In reference to 23 CFR 450.320 (6) (d) and (e).
  2. Planning activities to demonstrate and ensure that all reasonable Transportation Demand Management (TDM) strategies have been employed prior to adding capacity to a regionally significant roadway.
  3. Collect data on CMP network and monitor system performance ~~through use of the CMP Land Use Analysis program. This program will enable a review and technical analysis of planning and development proposals and proposed capacity enhancing transportation projects.~~
  4. Use of CMP process to identify transportation projects and programs that can be considered for inclusion in the next RTP.
  5. Continue to define and expand upon CMP's performance measures and indicators.
  6. Per Measure K Renewal, prepare annual evaluation and recommendations based on CMP implementation goals in conjunction

with local, ~~state~~, and federal mandates.

~~7. Per State Statute, update CMP every 2 years (e.g., perform traffic counts and level of service analysis of the CMP network in conformance with CMP requirements, re-establish system LOS, review implementation strategies, assess effectiveness of CMP based on performance measure and indicators).~~

8. Continue to refine and develop applications for SJCOG's use of the federal congestion management process and procedures as a component of the CMP update. Adhering to the Federal Congestion Management process, investigate and apply corridor level monitoring analysis to evaluate CMP system performance.

D. Products & Schedule:

1. Application of regional and roadway specific Transportation Demand Management strategies – Quarterly through June 2020.

~~2. Review planning and development proposals in accordance with the CMP and provisions of the Measure K Renewal Ordinance – Approximately 50 reviews per year. July 2019 to June 2020~~

3. Perform strategic intersection and roadway segment traffic counts on CMP network ~~and re-establish system LOS~~ – As deemed necessary throughout year.

4. Apply Federal Congestion Management process and procedures as part of the CMP update – June 2020.

~~5. Biennial CMP Update – June 2020~~

6. Biennial evaluation of CMP implementation – June 2021.

~~7. Preparation and adoption of Deficiency Plans – As required by development proposals or technical analysis.~~

E. Funding Source:

FHWA PL-	\$ 107,000.00 - Credits 12,272.90	\$82,000.00
Local Transportation Authority-MK PM	\$ 60,000.00	\$40,000.00

F. Responsible Agency:

SJCOG

~~\$ 167,000.00~~ \$122,000.00

G. Staff Required: (person-months)

SJCOG:

5.5



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 July 16, 2019

Handwritten signature of Celia Zavala in black ink.

CELIA ZAVALA  
EXECUTIVE OFFICER

July 16, 2019

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
CONGESTION MANAGEMENT PROGRAM OPT-OUT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to approve a resolution exempting the Los Angeles County from the State-mandated Congestion Management Program in conjunction with Metro's effort to achieve Countywide exemption once a majority of the Los Angeles County's local governments have adopted similar resolutions.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve the resolution, as authorized by the California Government Code Section 65088.3, electing for the Los Angeles County to be exempt from the Congestion Management Program as described in the California Government Code Section 65088 et seq.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and withdraw the County from the requirement of the adopted Congestion Management Program (CMP).

## Background

The CMP for the County region was first established in 1992 by the County Transportation Commission, predecessor of Metro, following the passage of Proposition 111 in 1990. The purpose of the CMP was to address the impacts of local growth on the regional transportation system. The CMP was created to link local land use decisions with their impacts on regional transportation and air quality as well as to develop a partnership among transportation decision makers on devising appropriate transportation solutions that include all modes of travel.

Under the CMP, the 88 incorporated cities plus the County share various statutory responsibilities, including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinance, and mitigating congestion impacts.

The framework for the CMP is linked to the idea that congestion can be mitigated by continuing to add capacity to roadways since the primary metric that drives the program is level of service (LOS). LOS is a qualitative metric that is used to define operational conditions of a roadway in terms of vehicular service measures, such as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience. Recent State laws and rulemaking, namely Assembly Bill 32 (California Global Warming Solutions Act of 2006), Senate Bill (SB) 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit-oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006), all move away from LOS directly or indirectly. Therefore, the CMP contradicts these key State policies. Several counties have elected to opt-out of the CMP over the years, including Fresno, San Diego, San Luis Obispo, and Santa Cruz. The reasons for doing so are varied but generally include redundant administrative processes that come with great expense with little to no congestion management benefit along with the continued mandate of using LOS to determine roadway deficiencies.

Over the last several years, the CMP has become increasingly outdated in relation to the direction of regional, State, and Federal transportation planning requirements. Additional reasons to opt-out of the CMP include:

Opting out of the CMP relieves the County from:

- Having to use a single measure LOS to determine roadway deficiencies.
- Losing State gas tax funds or being ineligible to receive State and Federal Transportation Improvement Program funds, as a result of not being in compliance with CMP requirements or performance standards.
- Administrative and financial burden associated with the preparation of documents to demonstrate conformance with the CMP.

While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated and expensive.

Metro has been designated as the Congestion Management Agency responsible for administering the County's region CMP. On June 28, 2018, the Metro Board of Directors acted to initiate the process to opt-out of the State-mandated program and directed Metro to consult with local jurisdictions to consider and prepare the necessary resolutions for jurisdictions to exempt themselves from the program. The California Government Code Section 65088.3 states that jurisdictions within a county may opt-out of the CMP requirement without penalty, if a majority of local jurisdictions

representing a majority of the County's population formally adopt resolutions requesting to opt-out of the program. If Metro is successful in opting out of the CMP, it will allow the region to use different performance measures consistent with State-mandates to determine roadway deficiencies and ensure adequate planning.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions will maximize the use of County assets by exercising fiscal responsibility of County funds.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

Opting out of this program will alleviate the County obligation on the CMP costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The resolution has been reviewed and approved by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. It can be seen with certainty that there is no possibility that the project may have a significant effect on the environment pursuant to State CEQA Guidelines Section 15061(b)(3). The proposed project is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The adoption of the resolution exempting the County from the CMP is exempt under this common-sense exemption because the CMP is an obsolete performance-based planning program that is not consistent with current transportation metrics used for CEQA analysis. Furthermore, other similar, applicable regional, State, and Federal transportation planning processes and requirements have weakened and supplanted the CMP. Thus, exemption from the CMP can have no potential significant impact on the environment. Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There are no negative impacts anticipated from opting out of this program and the enclosed resolution will continue to enable the County to preserve gasoline tax subvention funds.

**CONCLUSION**

Please return two adopted copies of the letter and resolution to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:DBM:pr

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Laura Jacobson)  
Executive Office

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES, CALIFORNIA, ELECTING TO BE EXEMPT FROM THE  
CONGESTION MANAGEMENT PROGRAM**

WHEREAS, California voters passed Proposition 111 in June of 1990 requiring urbanized counties to develop and implement a Congestion Management Program (CMP); and

WHEREAS, Metro is the Congestion Management Agency responsible for the County's CMP; and

WHEREAS, California Government Code Section 65088.3 states that the CMP requirements do not apply in the County in that the majority of local governments comprised of City councils and the Board, and representing a majority of the population within the county, each adopt resolutions electing to be exempt from the CMP; and

WHEREAS, over time the CMP has become increasingly out of step with current regional, State, and Federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on June 28, 2018, the Metro Board of Directors directed Metro staff to work with the various local governments within the County to gauge the level of interest in pursuing exemption from the CMP, and assisting with preparing the resolutions required under Government Code Section 65088.3.

NOW, THEREFORE BE IT RESOLVED by the Board that:

1. The Board, pursuant to the California Government Code Section 65088.3 does hereby elect to be exempt from the CMP as described in the California Government Code Sections 65088 to 65089.10.

On the 16<sup>th</sup> day July, 2019, the foregoing resolution was adopted by the Board of Supervisors of the Los Angeles County.



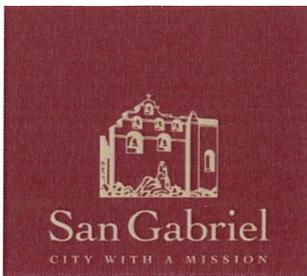
CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
Los Angeles County

By *Dan Ruy*  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy



# City of San Gabriel STAFF REPORT

DATE: February 19, 2019

TO: Honorable Mayor and City Council

FROM: Mark Lazzaretto, City Manager *ML*

BY: Greg de Vinck, P.E., Public Works Director/City Engineer *GDV*  
Algis J. Marciuska, P.E., Principal Civil Engineer *AM*

SUBJECT: **Metro / California Congestion Management Program (CMP) - Opt Out Resolution No. 19-05**

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## SUMMARY

*Staff recommends that City Council adopt Resolution No. 19-05 electing that the City join the process for Metro and all Los Angeles County local jurisdictions to opt out of the California Congestion Management Program (CMP) in accordance with State CMP statute.*

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## INTRODUCTION

Metro is required by state law to prepare and update on a biennial basis a Congestion Management Program (CMP) for the County of Los Angeles. The CMP process was established as part of a 1990 legislative package to implement Proposition 111, which increased the state gas tax from 9 to 18 cents. The intent of the CMP was to tie the appropriation of new gas tax revenues to congestion reduction efforts by improving land use/transportation coordination. While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated and expensive. CMP primarily uses a level of service (LOS) performance metric which is a measurement of vehicle delay that is inconsistent with new state-designated performance measures, such as vehicle miles travelled (VMT), enacted by SB 743 for California Environmental Quality Act (CEQA) transportation analysis.

Pursuant to California Government Code §65088.3 (Attachment A, C.G.C. §65000 et seq.), jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county's population formally adopt resolutions requesting to opt out of the program. Given that the CMP has become increasingly out of step with regional, state, and federal planning processes and requirements, staff recommends that

Metro initiate the process to gauge the interest of local jurisdictions and other stakeholders in opting out of State CMP requirements.

## **ANALYSIS**

Under the CMP, the 88 incorporated cities plus the County of Los Angeles share various statutory responsibilities, including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinances, and mitigating congestion impacts.

The framework for the CMP is firmly grounded in the idea that congestion can be mitigated by continuing to add capacity to roadways. This is evidenced by the primary metric that drives the program which is LOS. Recent state laws and rulemaking, namely AB 32 (California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006), all move away from LOS directly or indirectly. Therefore, the CMP contradicts these key state policies and Metro's own efforts to promote a more sustainable and equitable region.

A number of counties have elected to opt out of the CMP over the years including San Diego, Fresno, Santa Cruz and San Luis Obispo counties. The reasons for doing so are varied but generally concern redundant, expensive, administrative processes that come with great expense, little to no congestion benefit and continue to mandate the use of LOS to determine roadway deficiencies.

The passage of Measure M and the update of the Long Range Transportation Plan present Metro with an opportunity to consider new ways to measure transportation system performance, measures that complement efforts to combat climate change, support sustainable and vibrant communities, and improve mobility. For Metro and cities alike, the continued administration of the CMP is a distraction at best or an impediment at worst to improving our transportation system.

Over the last several years, the CMP has become increasingly outdated in relation to the direction of Metro's planning process and regional, state, and federal transportation planning requirements. Additional reasons to opt out of the CMP include:

1. Relieves Metro and local jurisdictions of a mandate to use a single measure (LOS) to determine roadway deficiencies.
2. Eliminates the risk to local jurisdictions of losing their state gas tax funds or being ineligible to receive state and federal Transportation Improvement Program funds, as a result of not being in compliance with CMP requirements or performance standards.
3. Eliminates the administrative and financial burden to cities associated with the preparation of documents to demonstrate conformance with the CMP.

Metro could continue to implement the CMP as adopted by the Board or look to update the program. After examining multiple ways to adapt state legislative requirements, Metro does not recommend either of those options. Metro has not been able to fit Los Angeles County mobility complexities to statutory requirements in a manner that achieves consensus of the stakeholders over the twenty-five-year life of the program. Opting out of the CMP gives Metro the flexibility to implement mobility improvements through the programs and projects in the Long Range Transportation Plan adopted by the Board. This will allow more appropriate improvements to transportation capacity, choice and cost-effectiveness.

Metro is working with all the cities in the county to obtain enough resolutions to allow opting-out of the CMP and is hopeful the minimum required number of resolutions is obtained. However, if that effort is unsuccessful, then Metro would continue to enforce the requirements of the CMP.

### **FISCAL IMPACT**

There is no impact to the current fiscal year budget, nor any anticipated impact to future budgets or the continued flow of state gas tax revenues to local jurisdictions. The recommended action may have a positive impact on Metro and local jurisdiction budgets in future years by eliminating the annual costs associated with implementing the CMP. Annual costs to local agencies vary based on size, but generally there is a staff commitment of 25-60 hours per jurisdiction plus the cost of conducting traffic counts at the 164 CMP intersections throughout the County at a cost of approximately \$250 per intersection. For Metro, the annual burden of administering the CMP is approximately 1.2 Full Time Equivalent (FTE).

### **ENVIRONMENTAL ANALYSIS**

The proposed action is exempt from CEQA per section 15061 (b) (3), the General Rule. The General Rule can be applied when it can be seen with certainty that the activity will not have a significant effect on the environment.

### **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 19-05 electing to be exempt from the Congestion Management Program (CMP) in accordance with the CMP State statute.

### **ATTACHMENTS**

Attachment A – Resolution 19-05

Attachment B - CMP Opt-Out Supporting Information from Metro

**RESOLUTION NO. 19-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN GABRIEL, CALIFORNIA, ELECTING TO BE EXEMPT  
FROM THE CONGESTION MANAGEMENT PROGRAM**

WHEREAS, in 1990 the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

WHEREAS, the legislature and governor established the specific requirements of the Congestion Management Program by passage of legislation which was a companion to Proposition 111 and is encoded in California Government Code Sections 65088 to 65089.10; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) has been designated as the Congestion Management Agency responsible for Los Angeles County's Congestion Management Program; and

WHEREAS, California Government Code Section 65088.3 allows urbanized counties to be exempt from the Congestion Management Program based on resolutions passed by local jurisdictions representing a majority of a county's jurisdictions with a majority of the county's population; and

WHEREAS, the Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on the 20<sup>th</sup> of June 2018, the Metro Board of Directors took action to direct Metro staff to work with local jurisdictions to prepare the necessary resolutions to exempt Los Angeles County from the Congestion Management Program.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of San Gabriel, California, as follows:

1. That the above recitations are true and correct.

2. That the City of San Gabriel hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of San Gabriel on the 19<sup>th</sup> day of February 2019 by the following vote, to wit:

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John R. Harrington, Mayor  
City of San Gabriel

Attest:

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Julie Nguyen  
City Clerk



**Board Report**

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File #: 2018-0122, File Type: Program

Agenda Number: 22.

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**PLANNING AND PROGRAMMING COMMITTEE  
JUNE 20, 2018**

**SUBJECT: CONGESTION MANAGEMENT PROGRAM OPT-OUT**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

APPROVE initiating the process for Metro and all Los Angeles County local jurisdictions to opt out of the California Congestion Management Program (CMP), in accordance with State CMP statute.

**ISSUE**

Metro is required by state law to prepare and update on a biennial basis a Congestion Management Program (CMP) for the County of Los Angeles. The CMP process was established as part of a 1990 legislative package to implement Proposition 111, which increased the state gas tax from 9 to 18 cents. The intent of the CMP was to tie the appropriation of new gas tax revenues to congestion reduction efforts by improving land use/transportation coordination.

While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated and expensive. CMP primarily uses a level of service (LOS) performance metric which is a measurement of vehicle delay that is inconsistent with new state-designated performance measures, such as vehicle miles travelled (VMT), enacted by SB 743 for California Environmental Quality Act (CEQA) transportation analysis.

Pursuant to California Government Code §65088.3 (Attachment A, C.G.C. §65000 et seq.), jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county's population formally adopt resolutions requesting to opt out of the program. Given that the CMP has become increasingly out of step with regional, state, and federal planning processes and requirements, staff recommends that Metro initiate the process to gauge the interest of local jurisdictions and other stakeholders in opting out of State CMP requirements.

**DISCUSSION**

Under the CMP, the 88 incorporated cities plus the County of Los Angeles share various statutory responsibilities, including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinances, and mitigating congestion impacts.

The framework for the CMP is firmly grounded in the idea that congestion can be mitigated by continuing to add capacity to roadways. This is evidenced by the primary metric that drives the program which is LOS. Recent state laws and rulemaking, namely AB 32 (California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006), all move away from LOS directly or indirectly. Therefore, the CMP contradicts these key state policies and Metro's own efforts to promote a more sustainable and equitable region.

A number of counties have elected to opt out of the CMP over the years including San Diego, Fresno, Santa Cruz and San Luis Obispo counties. The reasons for doing so are varied but generally concern redundant, expensive, administrative processes that come with great expense, little to no congestion benefit and continue to mandate the use of LOS to determine roadway deficiencies.

The passage of Measure M and the update of the Long Range Transportation Plan present Metro with an opportunity to consider new ways to measure transportation system performance, measures that complement efforts to combat climate change, support sustainable, vibrant communities and improve mobility. For Metro and cities alike, the continued administration of the CMP is a distraction at best or an impediment at worst to improving our transportation system.

Over the last several years, the CMP has become increasingly outdated in relation to the direction of Metro's planning process and regional, state, and federal transportation planning requirements. Additional reasons to opt out of the CMP include:

- Relieves Metro and local jurisdictions of a mandate to use a single measure (LOS) to determine roadway deficiencies.
- Eliminates the risk to local jurisdictions of losing their state gas tax funds or being ineligible to receive state and federal Transportation Improvement Program funds, as a result of not being in compliance with CMP requirements or performance standards.
- Eliminates the administrative and financial burden to cities associated with the preparation of documents to demonstrate conformance with the CMP.

### **ALTERNATIVES CONSIDERED**

Metro could continue to implement the CMP as adopted by the Board or look to update the program. We do not recommend this as we have examined multiple ways to adapt state legislative requirements, but we have been unable to fit Los Angeles county mobility complexities to statutory requirements in a manner that achieves consensus of our stakeholders over the twenty-five-year life of the program. Opting out of the CMP gives Metro the flexibility to implement mobility improvements through the programs and projects in the Long Range Transportation Plan adopted by the Board, while furthering improvements to transportation capacity, choice and cost-effectiveness.

### **DETERMINATION OF SAFETY IMPACT**

This Board action will have no adverse impact on safety standards for Metro.

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## **FINANCIAL IMPACT**

There is no impact to the current fiscal year budget, nor any anticipated impact to future budgets or the continued flow of state gas tax revenues to local jurisdictions. The recommended action may have a positive impact on Metro and local jurisdiction budgets in future years by eliminating the annual costs associated with implementing the CMP. Annual costs to local agencies vary based on size but generally require a staff commitment of 25-60 hours per jurisdiction plus the cost of conducting traffic counts at the 164 CMP intersections at a cost of approximately \$250 per intersection. For Metro the annual burden of administering the CMP is approximately 1.2 Full Time Equivalent (FTE).

## **NEXT STEPS**

Upon Board approval, staff will proceed in consulting with local jurisdictions and other interested stakeholders as follows:

- Consult with the Metro Technical Advisory Committee (TAC) regarding opting out of the CMP and conduct a workshop of our stakeholders to receive input on the interest in opting out of the CMP.
- With the concurrence of the TAC and workshop participants, request local jurisdictions to consider adopting draft resolution (Attachment B) to opt out of the program.
- Upon receipt of formally-adopted resolutions from a majority of local jurisdictions representing a majority of the population, notify the State Controller, Caltrans, and SCAG that Los Angeles County has opted out of the CMP in accordance with statutory requirements.

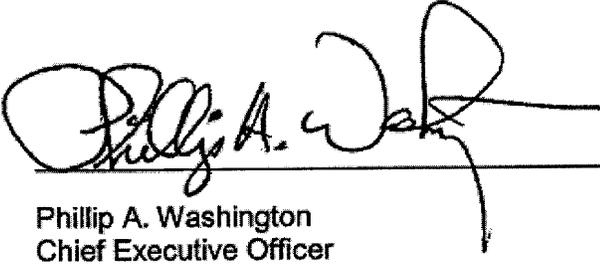
## **ATTACHMENTS**

Attachment A - CMP legislation

Attachment B - Draft Resolution to Opt Out of the Congestion Management Program in Los Angeles County

Prepared by: Paul Backstrom, Manager, Countywide Planning & Development, (213) 922-2183  
Mark Yamarone, DEO, Countywide Planning & Development, (213) 418-3452  
Kalieh Honish, EO, Countywide Planning & Development, (213) 922-7109  
Manjeet Ranu, SEO, Countywide Planning & Development, (213) 418-3157

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington  
Chief Executive Officer



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

## **LA Metro Congestion Management Program Opt-Out FAQ**

### **What is the Congestion Management Program (CMP)?**

The CMP is a 1990 era state-mandated performance-based planning program that attempts to link land use and transportation decisions.

### **Who are the parties responsible for implementation of the CMP?**

Metro is the Congestion Management Agency charged with administering the state-mandated program. All 89 jurisdictions (88 cities plus the County of Los Angeles) are responsible for compliance with the provisions of the program.

### **Why is Metro recommending an opt-out of the CMP?**

While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated. CMP primarily uses a level of service (LOS) performance metric which is a measurement of vehicle delay that is inconsistent with new state-designated performance measures, such as vehicle miles travelled (VMT), enacted by SB 743 for California Environmental Quality Act (CEQA) transportation analysis.

### **Is Metro replacing the CMP?**

No, this is not a replacement effort. The opt-out is strictly about removing the LA County region from the state-mandated requirements of the CMP. Cities will retain local control over land use decisions.

### **What are the requirements to opt out of the CMP?**

A majority consensus of 45 jurisdictions representing approximately 5.1 million people in the County of Los Angeles is required to opt out formally.

Pursuant to California Government Code §65088.3 (Attachment A, C.G.C. §65000 et seq.), jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county's population formally adopt resolutions requesting to opt out of the program.

**Has Metro contacted representatives from the City of LA and or the County?**

Recognizing the population that needs to be achieved for a successful opt-out, Metro did consult with City and County of Los Angeles officials to ensure that their respective agencies were amenable to the idea. Any final decision to opt out would require approval from their respective governing bodies.

**Has Metro contacted anyone from the state about the decision to proceed with an opt-out?**

Yes. Metro consulted with the State Controller's Office, Office of Planning and Research, Caltrans and the California Transportation Commission prior to initiating the opt-out process. None of the state agencies referenced raised any concerns.

**Will local jurisdictions continue to receive their apportionment of 2105 gas tax funds if the opt-out is successful?**

Yes. Cities will continue to receive gas taxes tied to the CMP.

**Have other regions have opted out of the CMP?**

Yes. Some of the regions that have opted out of the CMP include: Fresno, Santa Cruz, San Luis Obispo, Sacramento, Sonoma and San Diego.

**What does Metro need from local jurisdictions who wish to opt out of the CMP?**

Metro needs local jurisdictions to formally adopt resolutions requesting to opt out of the program. A sample resolution is attached to this email. Once your governing body has adopted the resolution, please scan and send the final signed copy to Paul Backstrom [backstromp@metro.net](mailto:backstromp@metro.net).

**What is your timeline for completing the opt-out?**

Metro encourages local jurisdictions to adopt resolutions as soon as possible. Metro intends to provide an update to our Board in June. To meet that internally imposed timeline, Metro asks that local jurisdictions do their best to provide Metro with adopted resolutions by March 29, 2019.

**What happens to our debits and credits accumulated under the CMP?**

The debits and credits will exist and remain in our records but hold no current value outside of the CMP program.

**What happens to the transportation demand ordinances that cities adopted to comply with the provisions of the CMP?**

The ordinances remain intact as part of each city's municipal code. The only thing that would change is that cities would retain the option to remove or update those ordinances at their own discretion.

**What if the effort to opt out is unsuccessful?**

Should efforts to opt-out fail, Metro would continue to enforce the requirements of the CMP.

**Who can I contact for more information?**

Paul Backstrom by email [backstromp@metro.net](mailto:backstromp@metro.net) or by phone 213.922.2183.

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LODI, CALIFORNIA, ELECTING TO BE EXEMPT FROM THE  
CONGESTION MANAGEMENT PROGRAM

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WHEREAS, the San Joaquin Council of Governments (SJCOG) Regional Congestion Management Program (RCMP) is required to abide by State Congestion Management Plan (SCMP); and

WHEREAS, pursuant to California Government Code §65088.3, an exemption clause allows a county to “opt out” of the SCMP if the majority of jurisdictions that represent the majority of the county’s population adopt resolutions “opting out” of the SCMP; and

WHEREAS, in December 2019, SJCOG’s Board of Directors passed and adopted Resolution R-20-16 authorizing SJCOG’s Executive Director to start the process of “opting out” of the SCMP; and

WHEREAS, staff recommends exempting City of Lodi from State-mandated Congestion Management Program in conjunction with San Joaquin Council of Governments’ effort to achieve County-wide exemption in accordance with California Government Code §65088.3.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby Elect to be exempt from State-mandated Congestion Management Program in conjunction with San Joaquin Council of Governments’ effort to achieve County-wide exemption in accordance with California Government Code §65088.3.

Dated: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appoint Catherine Metcalf to Lodi Arts Commission, Eugene Chow to Library Board of Directors, and Lisa Craig to Site Plan and Architectural Review Committee; and Re-Post for Vacancies on Greater Lodi Area Youth Commission (Adult Advisors and Student Members)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Appoint Catherine Metcalf to Lodi Arts Commission, Eugene Chow to Library Board of Directors, and Lisa Craig to Site Plan and Architectural Review Committee (SPARC); and re-post for vacancies on Greater Lodi Area Youth Commission (Adult Advisors and Student Members).

**BACKGROUND INFORMATION:** The City Council directed the City Clerk to post for expiring terms and vacancies on the Lodi Arts Commission, Library Board of Trustees, and SPARC on March 18, 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, 2020. No applications were received for Adult Advisors and no new applications were received for Student Members during the filing period. It is recommended that the City Council direct the City Clerk to re-post for these vacancies for a 30-day period. 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:**

### **Lodi Arts Commission**

Catherine Metcalf Term to expire July 1, 2023

NOTE: 1 applicant (1 applicant seeking reappointment; 0 new applications; 0 applications on file); posting ordered 3/18/20; application deadline – 4/28/20.

### **Library Board of Trustees**

Eugene Chow Term to expire June 30, 2023

NOTE: 2 applicants (0 applicants seeking reappointment; 1 new application; 1 application on file); posting ordered 3/18/20; application deadline – 4/28/20.

### **Site Plan & Architectural Review Committee**

Lisa Craig Term to expire January 1, 2022

NOTE: 2 applicants (0 applicants seeking reappointment; 1 new application; 1 application on file); posting ordered 3/18/20; application deadline – 4/28/20.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Appoint Catherine Metcalf to Lodi Arts Commission, Eugene Chow to Library Board of Directors, and Lisa Craig to Site Plan and Architectural Review Committee; and Re-Post for Vacancies on Greater Lodi Area Youth Commission (Adult Advisors and Student Members)  
June 3, 2020  
Page Two

**POSTINGS:**

**Greater Lodi Area Youth Commission (Adult Advisors)**

Jean Powell Term to expire May 31, 2023  
Jennifer Phillips-Lorentzen Term to expire May 31, 2023

**Greater Lodi Area Youth Commission (Student Members)**

Benjamin Gobel Term to expire May 31, 2022  
Morgan Orlando Term to expire May 31, 2022  
Jordyn Hummel Term to expire May 31, 2022  
Brandon Duran Term to expire May 31, 2022  
Rayleen Salgado Term to expire May 31, 2022  
Jasmine Shukla Term to expire May 31, 2021  
Kevin Armknecht Term to expire May 31, 2021  
Arriana Galvan Term to expire May 31, 2021

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Pamela M. Farris  
Assistant City Clerk

PMF



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Receive Report Regarding Communication Pertaining to HEROES Act COVID-19 Response Package

**MEETING DATE:** June 3, 2020

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Receive report regarding communication pertaining to the HEROES Act COVID-19 response package.

**BACKGROUND INFORMATION:** The City received a request for communication from the Northern California Power Agency regarding a letter to Representative Jerry McNerney regarding the HEROES Act COVID-19 response package. There was a need to send a letter immediately.

The HEROES Act ignores the steps individual electric utilities have taken in response to the COVID-19 pandemic and imposes one-size-fits-all mandates on utility services that do not account for local needs or regional differences. The legislation mandates, under financial penalty for violations, that electric utilities cannot terminate or disconnect service to any customer before 120 days after the end of the federal emergency. In addition, the legislation fails to provide federal funds to address the very real financial challenges the utilities are experiencing, which will be compounded by the proposed utility service mandates.

The attached letter, signed by the Mayor, was sent on May 14, 2020. A copy of the initial request is also attached. This report is provided for informational purposes only, pursuant to policy.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Pamela M. Farris  
Assistant City Clerk

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

CITY COUNCIL

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

# CITY OF LODI

2015 "Wine Region of the Year"

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

STEPHEN SCHWABAUER  
City Manager

PAMELA M. FARRIS  
Assistant City Clerk

JANICE D. MAGDICH  
City Attorney

May 13, 2020

Representative Jerry McNerney  
2265 Rayburn House Office Building  
Washington, DC 20515

Dear Representative McNerney:

As the House considers the HEROES Act, I want to share with you my deep concern about provisions in the legislation on utility service that unnecessarily intrude on local control.

As you know, our community owns and operates our electric utility. Our community-owned electric utility has provided us with competitive rates, reliable service, and the ability to set policies that reflect local needs, values, and circumstances. The advantages of this local control are evidenced in our response to the COVID-19 pandemic. Like our allied public power utilities in the state, we have voluntarily suspended residential customer shut-offs in recognition of the financial pressures and uncertainties that many in our community are experiencing. In addition, we have taken tailored steps to reduce customer bills. The City of Lodi Electric Utility has recently provided all of our customer accounts with a utility bill credit equal to half the average monthly bill for each rate class. This credit was a substantial action and is anticipated to total approximately \$3M in funds being returned to our customer owners during this unprecedented time. These are not easy decisions. Our utility faces its own financial pressures as electric sales decline, and collections are reduced at the same time that it struggles with the direct impacts on employees and services resulting from the pandemic. Long-term, the current financial challenges could impact utility investments in important clean energy programs and projects, force deferrals of needed maintenance, and impact the utility's transfer to the city's general fund.

Regrettably, the HEROES Act ignores the multiple steps we have taken and imposes one-size-fits-all mandates on utility service that do not account for local needs or regional differences. The legislation mandates, under financial penalty for violations, that electric utilities—including non-profit, community-owned utilities like ours—cannot terminate or disconnect service to any customer before 120 days after the end of the federal emergency. Nor can a utility assess interest or other penalties on the unpaid bill.

Our community has first-hand knowledge of the challenges our residents and businesses face. While we understand the desire to mitigate the harm of the pandemic and ensure access to an essential service, the proposed provision is unwarranted and unwise. As drafted, this mandate threatens the financial viability of our utility and city; usurps our authority to craft solutions tailored to the needs and resources of our community; and imposes rigid requirements to "fix" a problem that has already been addressed.

To compound the problem, the legislation fails to provide federal funds to address the very real financial challenges our utility is experiencing—challenges that will be compounded by the proposed utility service mandate. While the legislation provides \$1.5 billion in additional funding for the Low Income Home Energy Assistance Program (LIHEAP), that is only one-third of the needed funds. As well, LIHEAP funds cannot be used to address nonpayment of commercial accounts, which are covered by the no-shutoff legislative mandate.

We urge you to take action to remove this unwarranted and detrimental mandate from the legislation. In addition, we ask that Congress provide direct aid to utilities to offset the financial impacts we are experiencing and provide the full \$4.3 billion in needed LIHEAP funds.

Thank you for your consideration.

Sincerely,



Doug Kuehne, Mayor  
City of Lodi

**From:** Jane Cirrincione <[Jane.Cirrincione@ncpa.com](mailto:Jane.Cirrincione@ncpa.com)>  
**Sent:** Wednesday, May 13, 2020 11:23 AM  
**To:** \*L&R Committee <[L&RCommittee@ncpa.com](mailto:L&RCommittee@ncpa.com)>  
**Subject:** Time Sensitive--NCPA Member Letters to House Offices Requested  
**Importance:** High

Good morning,

The House of Representatives is expected to vote on the 1800+ page HEROES Act COVID-19 response package on Friday. Yesterday, we shared an overview of key provisions of the Act that relate to public power. Of particular concern is the inclusion of one-size-fits-all requirements related to utility shutoffs for non-payment. In addition, while the package includes provisions outlining timelines utilities must comply with—including no shut-offs for non-payment through 120 days following the end of the federal pandemic emergency, it doesn't address the need for direct aid for electric utilities to address the revenue shortfalls this would create nor mitigate the financial impacts we are already experiencing today.

With the bill introduced yesterday, and headed to the floor of the House for a vote on Friday, the time to register our concerns with our congressional delegation is very short—and we would like to enlist your assistance to get the word out. While this bill isn't expected to be a final version of what is ultimately agreed upon in Congress, it is very important that we flag these issues as they arise to keep them front and center as the debate over the next COVID-19 bill ensues.

Marty Kanner has prepared the attached draft template of a letter on these issues that we ask you consider sending directly to your Representatives' offices by COB tomorrow (5/14). In the letter, there is a placeholder where you can include specifics on the consumer protection policies your utility has enacted. If possible, we ask that the letter be signed by your mayor, utility board chair, or utility director.

Each letter should be addressed to the Member of Congress, and in the interest of time, emailed directly to their energy staffer. Names of the energy staff as well as their email addresses are listed below.

Rep. Jared Huffman: Logan Ferree. Email address: [logan.ferree@mail.house.gov](mailto:logan.ferree@mail.house.gov)  
Rep. Anna Eshoo: Eric Henshall. Email address: [eric.henshall@mail.house.gov](mailto:eric.henshall@mail.house.gov)  
Rep. Salud Carbajal: Johanna Montiel. Email address: [johanna.montiel@mail.house.gov](mailto:johanna.montiel@mail.house.gov)  
Rep. Doug LaMalfa: Kathleen Devlin. Email address: [kathleen.devlin@mail.house.gov](mailto:kathleen.devlin@mail.house.gov)  
Rep. Ro Khanna: Kevin Fox. Email address: [kevin.fox@mail.house.gov](mailto:kevin.fox@mail.house.gov)  
Rep. Tom McClintock: Kyle Campbell. Email address: [kyle.campbell@mail.house.gov](mailto:kyle.campbell@mail.house.gov)  
Rep. Jerry McNerney: Mike Stoeber. Email address: [mike.stoeber@mail.house.gov](mailto:mike.stoeber@mail.house.gov)  
Rep. Barbara Lee: Victor Yang. Email address: [victor.yang@mail.house.gov](mailto:victor.yang@mail.house.gov)

If possible, please also send a copy of your final letter to me, and our team will follow up and ensure it is brought to the attention of the congressional staff.

Thank you so much for your assistance with this effort. Should you have any questions at all, please don't hesitate to call Jack Lincoln of our L&R Team at (916) 759-3265 or [jack.lincoln@ncpa.com](mailto:jack.lincoln@ncpa.com) or me anytime.

Best regards,  
Jane

*Jane Cirrincione*  
*Assistant General Manager, Legislative and Regulatory Affairs*  
Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Office: (916) 781-4203  
Cell: (916) 847-2956

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**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt a Resolution of the City of Lodi City Council Authorizing the City Manager to Submit a Local Early Action Planning (LEAP) Grant Application and to Enter into Agreements with the California Department of Housing and Community Development for LEAP Grants (\$300,000)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Community Development Director

**RECOMMENDED ACTION:** Adopt a resolution of the City of Lodi City Council authorizing the City Manager to submit a Local Early Action Planning (LEAP) Grant application and to enter into agreements with the California Department of Housing and Community Development (HCD) for LEAP Grants in an amount of \$300,000.

**BACKGROUND INFORMATION:** The State of California Department of Housing and Community Development (HCD) is accepting applications for the 2020 Local Early Action Planning (LEAP) grant program. This funding is made available as a portion of the Local Government Planning and Support Grants program administered by the HCD and provides funding to jurisdictions for the preparation and adoption of planning documents and facilitates residential development. Funding for Lodi is available in the amount of \$300,000 for the preparation of plans, streamlined processes and ordinance amendments that facilitate the production of housing.

In order to apply for the grant funds, a resolution of authorization is required from the City Council. This resolution authorizes the City Manager.

As noted, LEAP grants are intended to facilitate construction of homes to reduce the current lack of housing within California. The specific efforts the City will propose include the following:

Accessory Dwelling Units

Accessory Dwelling Units (ADU's refers to construction of a second dwelling on a property with a single family home. The State has enacted laws that make ADU's allowed wherever a single family dwelling is allowed. The State has also established certain default standards that are automatically in effect, but in limited cases a city can adopt regulations tailored to the local community. While the City is receiving considerable interest in ADU's, the construction of an ADU is a complex and costly undertaking for a property owner.

Major efforts anticipated under this task include: 1) update the City's Second Dwelling Units (ADU) regulations to restore consistency with State regulations, including form of development, allowed ADU's and review procedures; 2) develop ADU prototype designs for use by property owners; 3) prepare ADU brochures to educate the public on ADU procedures and regulations; and, 4) create an ADU submittal checklist for homeowners.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

### Municipal Services Review/Sphere of Influence Update

The Cortese-Knox-Hertzberg Act establishes regulations related to governmental reorganizations, including the annexation of land to a city. These regulations require that a city prepare and regularly update a Municipal Service Review (MSR) that describes how municipal services are and will be provided. The State has mandated that MSR's and Spheres of Influence (SOI's) be updated every five years. The City of Lodi MSR and SOI were last updated in 2007 and the San Joaquin County Local Agency Formation Commission (LAFCo) has informed the City that no annexation by Lodi will be processed until the MSR and SOI have been updated.

This task will involve updating the City's MSR and exploring expansion of the SOI. Specific tasks will include: 1) conduct a study of potential growth areas to accommodate new development, including housing; 2) amend the City's MSR, consistent with the Cortese-Knox-Hertzberg Act; 3) submit an updated MSR to San Joaquin LAFCo for consideration; and, 4) prepare CEQA environmental documentation to support an amendment of the City's SOI.

### Homeless Shelter Program

The Committee on Homelessness is a community organization made up of stakeholders, community leaders, business owners and concerned citizens designed to respond to the issue of increasing homelessness in the community. The Community Development Department Neighborhood Services Division in concert with the appeal from the San Joaquin Continuum of Care (CoC) proposes to establish the framework for a long term solution to our community's homelessness issues through the development of a permanent low-bar/no-bar shelter.

Major efforts anticipated under this task include: 1) Identification of appropriate sites dedicated to this challenge; 2) Develop conceptual land use studies charged with accommodating between 50 and 100 unsheltered individuals; 3) Provide supportive environmental reviews of selected sites; 4) Develop business and operational plan integrating state, county and local supportive services.

## **ENVIRONMENTAL ASSESSMENT**

The LEAP grant program provides funding for planning and process streamlining to support housing construction. These grants would not fund any physical improvement and no physical project is proposed in conjunction with LEAP grants. As such, it can be seen with certainty that this action does not have the potential to result in impacts to the environment. Therefore, as established in Section 15061(b)(3) of the CEQA Guidelines, the activity is not subject to review under CEQA.

**FISCAL IMPACT:** The City will apply for \$300,000 to support planning programs that facilitate construction of new homes within Lodi. There is no obligated City match for this grant program.

**FUNDING AVAILABLE:** Funding for preparation of the grant application is available within the 2019-20 Community Development Department budget.

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Andrew Keys, Deputy City Manager/Internal Services Director

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John R. Della Monica Jr.  
Community Development Director

Attachments:

1. Draft Resolution

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT A LOCAL EARLY ACTION PLANNING (LEAP) GRANT APPLICATION, AND TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR LEAP GRANTS

WHEREAS, pursuant to Health and Safety Code 50515 et seq., the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, staff recommends that the City Council authorize the City Manager to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi ("Applicant") resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Lodi is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$300,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and -

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

Dated: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt a Resolution of the City of Lodi City Council Authorizing the City Manager to Draft a 2020 Permanent Local Housing Allocation (PLHA) Grant Application to the California Department of Housing and Community Development for Permanent Homeless Shelter Project - Predevelopment Phase (\$2,017,590)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Patrice Clemons, Community Development Block Grant Specialist

**RECOMMENDED ACTION:** Adopt a Resolution of the City of Lodi City Council Authorizing the City Manager to Draft a 2020 Permanent Local Housing Allocation (PLHA) Grant Application to the California Department of Housing and Community Development for Permanent Homeless Shelter Project - Predevelopment Phase (\$2,017,590)

**BACKGROUND INFORMATION:** The California Department of Housing and Community Development released a Notice of Funding Availability (NOFA) in February 2020 for the Permanent Local Housing Allocation Program. This grant program provides funds to local governments for housing-related projects and programs that assist in addressing unmet housing needs in their local communities. The application deadline is July 27, 2020.

In 2017 Governor Jerry Brown signed a package of housing bills aimed at addressing California's housing shortage and high housing costs. This legislation package included Senate Bill (SB) 2, the Building Homes and Jobs Act, which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California and to address other urgent housing issues. Under SB 2 the revenue from these recording fees is deposited into the established the Building Homes and Jobs Trust Fund. Beginning in 2019 seventy (70) percent of the monies collected and deposited into this fund are allocated to the Permanent Local Housing Allocation (PLHA) program to support locally administered affordable housing.

In February 2020 the Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the entitlement and non-entitlement local government formula component of the PLHA program Notice of Funding Availability (NOFA). All entitlement and non-entitlement local governments are eligible for an allocation of PLHA funds on an annual basis for up to five-years. For entitlement jurisdictions (including the City of Lodi), the amount of funding allocated is based on the jurisdiction's share of the total Community Development Block Grant (CDBG) allocation in California. For Fiscal Year 2019-2020, the City of Lodi is eligible to receive \$336,265 PLHA funding. Over the five-year period, the City is eligible to receive a maximum of \$2,017,590 in PLHA funds, based on estimated annual allocations over the next five years. This five-year maximum allocation is an estimate provided by HCD; actual funding amounts over the five-years will be issued by HCD on an annual basis. PLHA grants are non-competitive; however, there are threshold requirements that must be met in order for funding to be approved (e.g. the jurisdiction must have an adopted Housing Element that is in compliance with state law and must submit a complete PLHA application with all required information).

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Projects proposing to use PLHA funding must help local governments achieve one or more of the following objectives:

- Increase the supply of housing for households at or below 60% of area median income
- Increase assistance to affordable owner-occupied workforce housing
- Assist persons experiencing or at risk of homelessness
- Facilitate housing affordability, particularly for lower- and moderate-income households
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation

The City of Lodi, along with many cities in California, began facing a homeless crisis in 2017. The City's unsheltered homeless grew to 139 individuals in 2019, as measured by the County's Point-In-Time Count, though 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 to find resources and housing, severely chronically homeless still face obstacles and need solutions that go beyond the resources provided in the City's program. The LCOH, in collaboration with several local and regional homeless experts, identified that a permanent low-bar shelter with supportive services would be critical to assisting the City's unsheltered homeless population. Services would include case management, physical health, mental health, food, personal care, transitional housing, job preparation, and more.

In light of the above, the City of Lodi intends to pursue PLHA grant funding for the maximum amount of \$2,017,590, which includes the first allocation of \$336,265 for Fiscal Year 2019-2020, for predevelopment, infrastructure and site improvements for a permanent low-bar homeless shelter. As part of the grant application, City staff will prepare a PLHA plan that outlines anticipated project details, costs, and schedule over the five-year period. That plan will be presented to the City Council and the public for review and approval at an upcoming City Council meeting, prior to the grant application due date of July 27, 2020.

The City of Lodi anticipates using Local Early Action Planning (LEAP) grant program funds for the planning phase of this permanent homeless shelter project including 1) identifying appropriate sites, 2) conceptual designs, and 3) preliminary environment studies, and 4) creating a business and operational plan. The City of Lodi plans to submit an application for LEAP funds in June 2020; which is also a non-competitive grant. Assuming an award of LEAP funds for project planning, the City's PLHA funds will be focused on implementation of actual onsite improvements.

Staff is requesting approval of a resolution in support of drafting the PLHA grant application to HCD; and staff will return to City Council for review and approval of the PLHA Plan, as required by HCD, and subsequent approval of a resolution in support of submittal of the PLHA grant application to HCD.

**FISCAL IMPACT:** There is no fiscal impact for consideration of adoption of the Resolution. The City will apply for \$2,017,590 to support predevelopment of a permanent homeless shelter in Lodi. There is no obligated City match for this grant program.

**FUNDING AVAILABLE:** Funding for preparation of the grant application is available within the 2019-20 Community Development Department budget.

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Andrew Keys, Deputy City Manager/Internal Services Director

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John R. Della Monica Jr.  
Community Development Director

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO DRAFT A 2020 PERMANENT LOCAL HOUSING ALLOCATION (PLHA) GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR PERMANENT HOMELESS SHELTER PROJECT - PREDEVELOPMENT PHASE (\$2,017,590)

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, the Department issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City of Lodi ("Applicant") is an eligible Local government applying for the program to administer one or more eligible activities; and

WHEREAS, in response to the NOFA, the Applicant, wishes to apply to the Department for, and receive an allocation of, PLHA funds; and

WHEREAS, procedures established by the Department require the Applicant to develop a PLHA Plan ("Plan") that is reviewed and approved by City Council, as well as, an opportunity for members of the public to review and comment on the plan, prior to submission of the grant application deadline of July 27, 2020.

NOW, THEREFORE, BE IT RESOLVED that Stephen Schwabauer, City Manager, City of Lodi, California, is hereby authorized to execute the PLHA Program Application, as the Department may deem appropriate, and to return to City Council for review and approval of the Plan at a future City Council Public Hearing.

Dated: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Accepting the Fiscal Year 2018/19 Measure L Citizen’s Oversight Committee Annual Accountability Report, and Authorizing the City Manager to have a One Page Flyer (Bill Insert) Created to Promote the Successes of Measure L (\$3,500)

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Adopt resolution accepting the Fiscal Year 2018-19 Measure L Citizen’s Oversight Committee Annual Accountability Report, and authorizing the City Manager to have a one page flyer (Bill Insert) created to promote the successes of Measure L (\$3,500).

**BACKGROUND INFORMATION:** Lodi Municipal Code Section 3.30.140 requires the City Council to cause preparation of an Annual Accountability Report for expenditures of Measure L tax revenues received. The report is

required to include the following:

- a. The amount of revenue collected; and
- b. The amount and general purpose of expenditures made from this revenue by category.

Lodi Municipal Code Section 3.30.150 (A) establishes the Measure L Citizens’ Oversight Committee, and charges the Committee to “have the duty and responsibility to review the annual accountability report and report its findings to the City Council and the citizens of the City.”

The initial draft of the attached report was presented to the Committee at its meeting on January 13, 2020, and a revised draft was presented to the Committee at its meeting on May 20, 2020. At that meeting, the Committee recommended that the report be presented to the City Council for acceptance at a future meeting. Additionally, the Committee recommended that the City Council authorize the City Manager to have a one page flyer (bill insert) created to communicate to the citizens of Lodi the successes of the Measure L program in Fiscal Year 2018/19.

**FISCAL IMPACT:** There is no fiscal impact from accepting the Annual Accountability Report. The preparation of the one page flyer and mailing as a utility billing insert would cost approximately \$3,500 of Measure L funds.

**FUNDING AVAILABLE:** Recommended in the Fiscal Year 2020-21 Measure L budget.

\_\_\_\_\_  
Andrew Keys, Deputy City Manager

**Attachments**

Measure L Annual Accountability Report; Measure L Citizen’s Oversight Committee Resolution; Resolution Accepting Measure L Citizen’s Oversight Committee Recommendation

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager



# City of Lodi

## Measure L

FISCAL YEAR 2018/19

### ANNUAL ACCOUNTABILITY REPORT

Measure L Citizen's Oversight  
Committee Members

- District 1 - Gary Woehl
- District 2 - Terence Spring
- District 3 - Phil Pennino
- District 4 - Spencer Rhoads
- District 5 - Mikey Hothi

Measure L was passed by the voter's  
in Lodi in November of 2018.  
Collection for the general purpose  
retail transactions and use tax began  
on April 1, 2019. This report presents



information for the three months from April 1, 2019 through June 30, 2019. The Ordinance requires the City Council to cause the preparation of an Annual Accountability Report (the "Report") to be reviewed by the Measure L Citizen's Oversight Committee. The Committee is responsible to review the Report and present findings to the City Council. The text printed on the ballot for Measure L is as follows. The full text of the ordinance can be viewed at [Lodi Ordinance No. 1953](#). Expenditures for the period include those for fire and police services. City Council has expanded authorizations to use funds for Parks and Library Services in Fiscal Year 2019/20.



*To make neighborhoods safer, maintain/improve essential City of Lodi services including: reducing crime; maintaining neighborhood police patrols/gang violence intervention/prevention; fixing potholes/city streets; maintaining neighborhood fire stations; enhancing rapid police/fire response times by restoring firefighter and adding police positions; maintaining recreation facilities/programs; and other general fund purposes; shall the City of Lodi measure enacting an ongoing half cent local sales tax, providing \$5,400,000 annually, with independent citizen oversight, and funds spent locally, be adopted?*



## CENTRAL FIRE STATION



### **Fiscal Year 2018/19 Measure L Revenue**

Initial estimates called for approximately \$1.2 million in revenue for the 3 month period from April 1, 2019 through June 30, 2019. Actual receipts were \$1,453,364. Additional un-programmed revenue remains in the Measure L fund balance for future programming. Given that Measure L is a new revenue source with a 3 year 16% fund balance, this will likely help the fund reach its reserve target more quickly than initially anticipated as the fund balance policy assumed no fund balance at the end of Fiscal Year 2018/19.

### **Fiscal Year 2018/19 Measure L Expenditures**

In February 2019, City Council authorized \$980,720 worth of expenditures from Measure L funds. This included the following:

- 6 new Peace Officers
- 3 Part Time Community Services Officers
- 3 new Firefighters
- 1 restored Battalion Chief (was eliminated in FY 2018/19 budget)
- Overtime to fully staff Engine 2031 for the first time in nearly 10 years
- 4 vehicle purchases, including one motorcycle to serve the new police positions
- Equipment and training related to all new positions

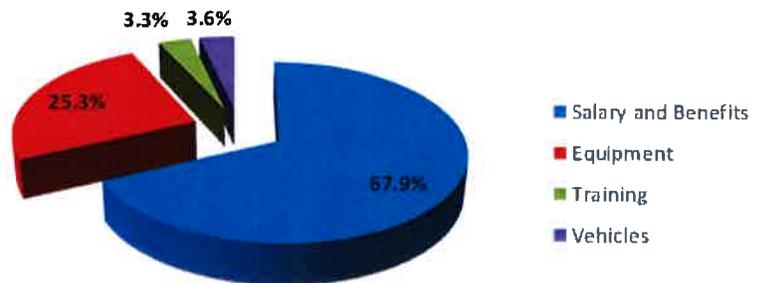
Due to challenges in ramping up to full staff within the police and fire departments, most of these positions went unfilled for Fiscal Year 2018/19. By June 30, 2019, only the 6 full time police officer positions were full. Table 1 shows Measure L expenditures for FY 2018/19 by expense category.



**Table 1. FY 2018/19 Measure L Expenditures by Category**

<b>Revenue</b>	<b>1,453,364</b>
Salary and Benefits	441,221
Equipment	164,406
Training	21,509
Vehicles	23,085
<b>Total Expenditures</b>	<b>650,221</b>
<b>Revenue Less Expenditures</b>	<b>803,143</b>
<b>Funds Encumbered but Not Spent</b>	
Police Vehicles	111,165
Radio Equipment	398,000
<b>Total Encumbrances</b>	<b>509,165</b>
<b>Fund Balance at June 30, 2019</b>	<b>293,979</b>

**FY 18/19 Measure L Expenditures by Category**





**Table 1. FY 2018/19 Measure L Expenditures by Category**

Police	283,519
Fire	366,702
<b>Total</b>	<b>650,221</b>

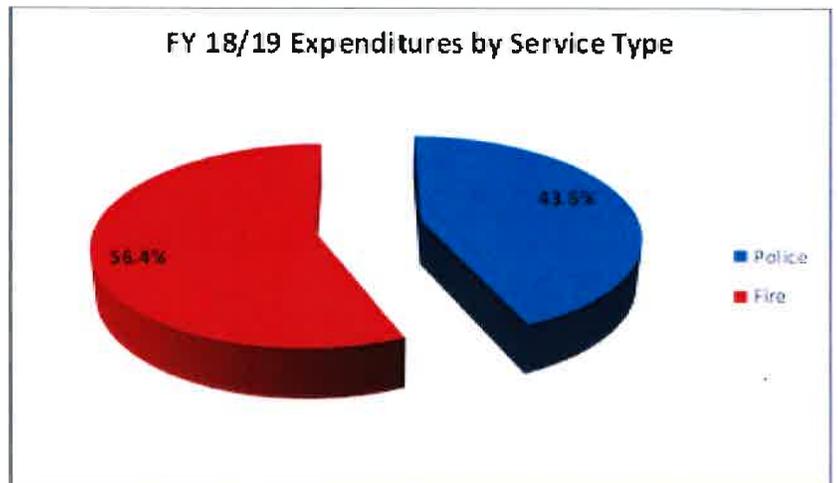


Table 2 shows Measure L FY 2018/19 expenditures by service type. In FY 2018/19 43.6% of expenditures were for police and 56.4% were for fire services. Fire services were expanded immediately on April 1 using overtime labor from existing resources. The police department was not able to use overtime labor from existing officers due to previously existing staffing shortages. The six new officers were hired by April 1, however part time Community Services Officers were not hired and equipment purchases were delayed beyond June 30, 2019. For Fiscal Year 2019/20, library and parks services have also been authorized.

Subsequent to the close of the fiscal year, City Council approved unallocated FY 2018/19 Measure L funds for purchase of radio infrastructure to serve both the police and fire department needs. This large capital expenditure will replace aging infrastructure that is past its useful life and set the City up to have newer, more reliable and flexible technology to adapt to future enhancements. Without Measure L funds, this project would not have been possible without significant cuts to other vital equipment purchases or services within the City.



### Fiscal Year 2019/20 Budget

The FY 2018/19 Measure L Annual Accountability Report is focused on expenditures that have already occurred. Lodi Municipal Code Section 3.30 (the "Ordinance") specifically limits the Citizens' Oversight Committee's role to review of expenditures at the close of each fiscal year. The Committee has no role in budgeting or planning. However, in this first Annual Accountability Report, it is important to note the benefit of the Measure L to maintaining existing service levels within the City. Table 3 below shows the positions funded by Measure L in FY 2019/20. As can be seen in the Table, the City is hiring a full time Librarian for the first time since 2015. Also programmed in Fiscal Year 2019/20 is over 850,000 in parks playground replacements that would not be possible without Measure L.

**Table 3. Measure L Funded Positions Fiscal Year 2019/20**

Measure L Funded Positions	Approved Mid Year 18/19	Approved for FY 19/20	Moved from GF in FY 19/20	Moved to GF FY 19/20	Total for FY 19/20	Budget Cost
Police Officers	6	0	4	0	10	\$ 1,296,360
Firefighters	3	0	5	0	8	\$ 840,000
Fire Battalion Chief	1	0	0	1	0	\$ -
Librarian	0	1	0	0	1	\$ 98,080
<b>Total</b>	<b>10</b>	<b>1</b>	<b>9</b>	<b>1</b>	<b>19</b>	<b>\$ 2,234,440</b>

Table 3 shows that a total of 11 new positions were approved using Measure L funds in the columns "Approved Mid Year 18/19" and "Approved for FY 19/20". Nine positions were moved from the General Fund into Measure L due to rising cost pressures in the General Fund, while one position was moved from Measure L back to the General Fund to prioritize boots on the ground positions in Measure L. This nets to eight positions that would have had to be cut from the City's budget had Measure L not been passed in November 2018. All told, 19 positions are funded by Measure L in the FY 2019/20 budget.



RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING THE  
RECOMMENDATION OF THE MEASURE L CITIZENS' OVERSIGHT COMMITTEE TO  
APPROVE THE FISCAL YEAR 2018/19 MEASURE L ANNUAL ACCOUNTABILITY  
REPORT, AND CREATE A ONE PAGE BILL INSERT FLYER TO PROMOTE THE  
SUCCESSSES OF MEASURE L

WHEREAS, Lodi Municipal Code Section 3.30.140 requires the City to prepare an Annual  
Accountability report (the "Report") for expenditures of Measure L tax revenues received; and

WHEREAS, the Report needs to show the amount of revenue collected and the amount and  
general purpose of expenditures made; and

WHEREAS, Lodi Municipal Code Section 3.30.150 (A) establishes the Measure L Citizens'  
Oversight Committee (the "Committee") and charges the committee with reviewing the report and present  
its findings to the City and the City Council; and

WHEREAS, the first draft of the Report was presented to the Committee on January 13, 2020;  
and

WHEREAS, the Committee reviewed, discussed and provided direction to staff on modifications  
to the report; and

WHEREAS, the second draft of the Report was presented to the Committee on May 20, 2020;  
and

WHEREAS, the Committee found the revised report to be sufficient to meet the obligations  
outlined in Lodi Municipal Code Section 3.30.140, and recommended its presentation to the City Council  
for approval; and

WHEREAS, the Committee recommends that the City Council authorize the City Manager to  
have a one page flyer and bill insert created to promote the successes of Measure L to Lodi Citizens, in  
an amount not to exceed \$3,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that:

- 1.) The Fiscal Year 2018/19 Measure L Annual Accountability Report is hereby accepted  
and adopted; and
- 2.) The City Manager is hereby directed to cause preparation of a one page flyer and bill  
insert to communicate to the citizens of Lodi the successes of Measure L as outlined in  
the Measure L Annual Accountability Report in an amount not to exceed \$3,500.

Dated: June 3, 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 June 3, 2020 by the following vote:

AYES: COMMITTEE MEMBERS –  
 NOES: COMMITTEE MEMBERS –  
 ABSENT: COMMITTEE MEMBERS –  
 ABSTAIN: COMMITTEE MEMBERS –

PAMELA M. FARRIS  
Assistant City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Declaring Intention to Annex Territory (Gateway South Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Public Services (Annexation No. 10); and Setting Public Hearing for July 15, 2020

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution declaring intention to annex territory (Gateway South Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to levy a special tax to pay for certain public services (Annexation No. 10); and setting public hearing for July 15, 2020.

**BACKGROUND INFORMATION:** The resolution, if adopted by the City Council, will begin the process to annex six parcels (to be subdivided into a total of 560 single-family lots), into the City of Lodi Community Facilities District No. 2007-1 (Public Services) (CFD). The boundary of the annexation is shown in Attachment A and includes APN 058-040-01, 058-040-02, 058-040-04, 058-040-05, 058-040-13, and 058-040-14. Approved tentative map conditions required the private landowners to cooperate in the annexation of those parcels into the CFD, the purpose of which is to offset a portion of the costs caused by new developments.

The resolution establishes, among other things, the City’s intent to approve Annexation No. 10 to the CFD, which includes the levy of a special tax to pay for public services and related costs. The resolution calls for a public hearing on July 15, 2020, at which time interested parties may comment upon the annexation to the CFD.

Exhibit A to the Resolution contains the description of the services to be provided as presented below:

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls; and
- (b) Fire protection and suppression services, and ambulance and paramedic services; and
- (c) Maintenance of parks, parkways, and open space; and
- (d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems; and
- (e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Exhibit B to the resolution is the special tax formula entitled “Amendment to Rate, Method of Apportionment, and Manner of Collection of Special Tax.” The special tax, established in 2015, provides for an annual tax of \$500 for single-family units (increased two percent per year) and \$145 for multi-family units (increased two percent per year). Certain properties, such as governmental property and undeveloped property, are not subject to the special tax program. The special taxes may not be prepaid. The special tax shall be levied in perpetuity.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Exhibit C to the resolution is the form of the Notice of Public Hearing that will be published and posted calling for a public hearing to be held by the City Council. Following that public hearing, the City Council will be in a position to approve a separate, future resolution that will form the CFD and will call the election for the CFD.

**FISCAL IMPACT:** Administration of the CFD shall be paid from the special taxes collected within the CFD. The developer has paid the City for all costs to establish the CFD. The estimated annual revenues at buildout of these projects will amount to approximately \$330,000.

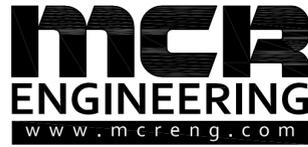
**FUNDING AVAILABLE:** Not applicable.

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Charles E. Swimley, Jr.  
Public Works Director

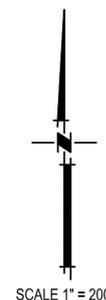
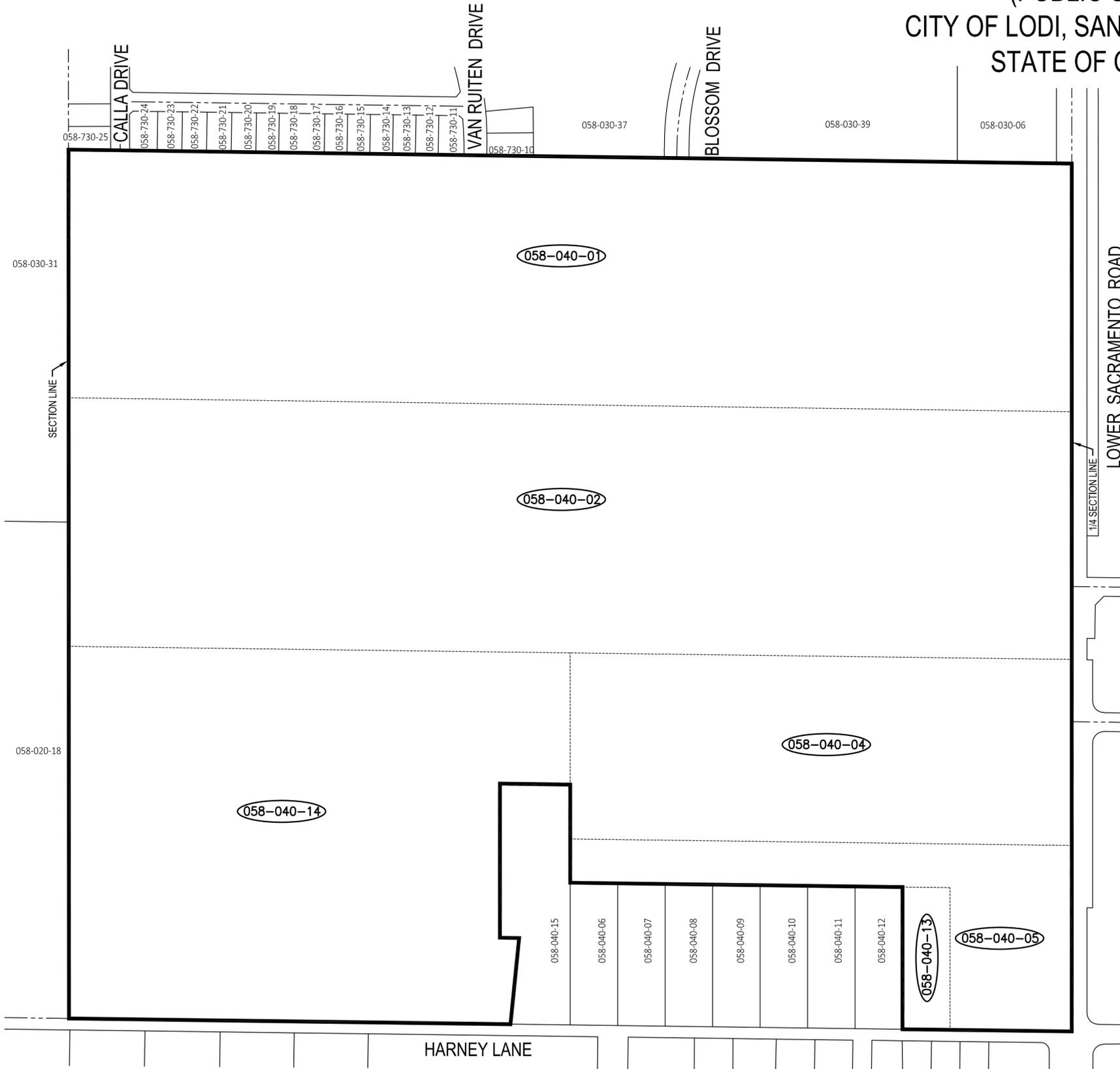
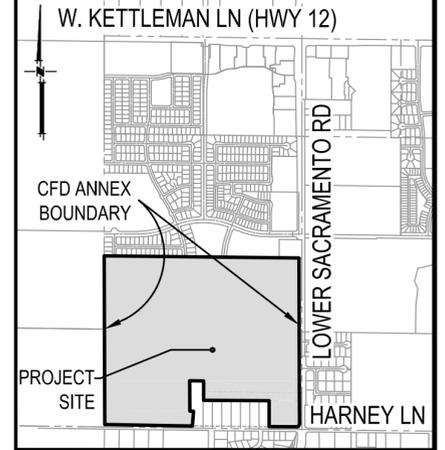
CES/LC/tc  
Attachment

cc: Lyman Chang, Deputy Public Works Director/City Engineer  
Janice D. Magdich, City Attorney  
Deputy City Manager  
Assistant Engineer Kiriu  
Gateway Farms, LLC  
Blossom Land Company  
Joey Tamura Trust



MCR ENGINEERING, INC.  
 1242 DUPONT COURT  
 MANTECA, CA 95336  
 TEL: (209) 239-6229  
 FAX: (209) 239-8839

ANNEXATION MAP NO. 10  
 COMMUNITY FACILITIES DISTRICT NO. 2007-1  
 (PUBLIC SERVICES)  
 CITY OF LODI, SAN JOAQUIN COUNTY  
 STATE OF CALIFORNIA



LEGEND:

- PROPOSED ANNEXATION BOUNDARY
- ASSESSOR'S PARCEL NO. INCLUDED IN ANNEXATION
- 058-040-01
  - 058-040-02
  - 058-040-04
  - 058-040-05
  - 058-040-13
  - 058-040-14

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_, CITY CLERK  
 CITY OF LODI

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 10 TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES), CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY ITS RESOLUTION NO. 2020-\_\_\_\_\_.

\_\_\_\_\_, CITY CLERK  
 CITY OF LODI

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

STEVE J. BESTOLARIDES, COUNTY RECORDER  
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) OF THE CITY OF LODI RECORDED WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE ON APRIL 19, 2007, IN BOOK 5, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 13, AS DOCUMENT NO. 2007-076402.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE SAN JOAQUIN COUNTY ASSESSORS MAPS FOR THIS PARCELS LISTED.

THE SAN JOAQUIN COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
DECLARING ITS INTENTION TO ANNEX TERRITORY  
TO COMMUNITY FACILITIES DISTRICT NO. 2007-1  
(PUBLIC SERVICES) AND TO LEVY A SPECIAL TAX  
TO PAY FOR CERTAIN PUBLIC SERVICES AND  
CALLING A PUBLIC HEARING (ANNEXATION NO. 10)

=====

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council (the "City Council") of the City of Lodi (the "City"), on April 4, 2007 approved Resolution No. 2007-59 establishing the City of Lodi Community Facilities District No. 2007-1 (Public Services) (the "CFD");

WHEREAS, the City Council called a special election for April 11, 2007, at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD;

WHEREAS, on May 2, 2007, the City Council adopted Resolution No. 2007-82 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed;

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lodi that:

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled "Annexation Map No. 10 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California," which map is on file with the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificate set forth on the map, add any additional information required by law, and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described

(i) in a map entitled "Amended Map of Community Facilities District No. 2007-1 (Public Services), City of Lodi, County of San Joaquin," on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on April 19, 2007, in Book 5 of Assessment Maps at Page 13;

(ii) in a map entitled "Annexation Map No. 1 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on June 25, 2014, in Book 6 of Assessment Maps at Page 54;

(iii) in a map entitled “Annexation Map No. 2 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder;

(iv) in a map entitled “Annexation Map No. 3 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on September 29, 2015, in Book 6 of Assessment Maps at Page 69;

(v) in a map entitled “Annexation Map No. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on July 20, 2016, in Book 6 of Assessment Maps at Page 87;

(vi) in a map entitled “Annexation Map No. 5 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on March 1, 2017, in Book 6 of Assessment Maps at Page 93;

(vii) in a map entitled “Annexation Map No. 6 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on March 21, 2018, in Book 6 of Assessment Maps at Page 115;

(viii) in maps entitled “Annexation Map No. 7 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California” on file with the City Clerk and recorded in the office of the San Joaquin County Recorder on (a) July 11, 2018, in Book 6 of Assessment Maps, at Page 128, (b) July 12, 2018, in Book 6 of Assessment Maps, at Page 130, and (c) July 12, 2018, in Book 6 of Assessment Maps, at Page 131;

(ix) in a map entitled “Annexation Map No. 8 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on June 5, 2019, in Book 6 of Assessment Maps at Page 154;

(x) in maps entitled (i) “Annexation Map No. 9 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California,” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 006; (ii) “Boundary Map of Proposed Annexation of Talavera Subdivision to the Existing City of Lodi Community Facilities District,” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 007; (iii) “Boundary Map of Proposed Annexation of Iris Drive Subdivision to the Existing City of Lodi Community Facilities District,” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 008; and (iv) “Boundary Map of Proposed Annexation of Interlaken Subdivision to the Existing City of Lodi Community Facilities District,” on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder on November 21, 2019, in Book 7 of Assessment Maps at Page 009.

Section 3. Specification of the Type of Services Provided. The type of services to be provided in the territory proposed to be annexed to the CFD is the same as that provided in the

existing CFD and are more particularly described in Exhibit A attached hereto. The cost of providing Services includes “incidental expenses,” which include costs associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District. The services authorized to be financed by the CFD are in addition to those currently provided in the territory of the CFD and do not supplant services already available within that territory.

Section 4. Plan for Providing Services. The public services that are financed by taxes collected in the CFD will be provided to residents of the current CFD and residents of the territory proposed to be annexed on the same basis.

Section 5. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay for all services (including incidental expenses) to be provided in or for the territory to be annexed and secured by a continuing lien against all nonexempt real property in the CFD will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax is set forth in Exhibit B hereto (the “Special Tax Formula”). For purposes of the Special Tax Formula, the territory proposed to be annexed to the CFD will be designated as Annexation No. 10.

Section 6. No Alteration of the Special Tax Levied in the Existing Community Facilities District. The City Council does not propose to alter the special tax rate levied within the existing CFD as a result of the proposed annexation.

Section 7. Public Hearing. The City Council hereby fixes 7:00 p.m., or as soon thereafter as practicable, on Wednesday, July 15, 2020, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 8. Notice of Hearing. The City Council directs the City Clerk to publish a notice of the hearing, in substantially the form attached hereto as Exhibit C (along with adding any language necessary regarding a teleconference meeting in accordance with the Governor’s Executive Order N-29-20 regarding the COVID 19 pandemic), once not later than seven days prior to the date fixed for the hearing, in a newspaper of general circulation published in the area of the CFD.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage.

=====

I hereby certify that Resolution No. \_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held June 3, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

---

DOUG KUEHNE  
Mayor

ATTEST:

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PAMELA M. FARRIS  
Assistant City Clerk

APPROVED AS TO FORM:

---

JANICE D. MAGDICH  
City Attorney

## EXHIBIT A

### DESCRIPTION OF SERVICES

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Maintenance of parks, parkways, and open space.
- (d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.
- (f) Incidental services associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

EXHIBIT B  
RATE AND METHOD OF APPORTIONMENT

**CITY OF LODI**

**COMMUNITY FACILITIES DISTRICT NO. 2007-1**

**(PUBLIC SERVICES)**

**RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District (CFD) No. 2007-1 (Public Services) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Tax rate, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate RMA is adopted for the annexation area.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Accessory Dwelling Unit"** means a second residential unit of limited size (i.e., granny cottage, second unit) that shares a Parcel with a Single Family Unit.

**"Administrative Expenses"** means any or all of the following: the expenses of the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, charges levied by the County, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

**"Administrator"** means the person(s) or firm designated by the City to administer the Special Taxes according to this RMA.

**"Assessor's Parcel"** or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor designating parcels by Assessor's Parcel number.

**"Authorized Services"** means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council when the CFD was formed.

**"CFD No. 2007-1"** or **"CFD"** means the City of Lodi Community Facilities District No. 2007-1 (Public Services).

**"City"** means the City of Lodi.

**"City Council"** means the City Council of the City of Lodi.

**"County"** means the County of San Joaquin.

**“Fiscal Year”** means the period starting on July 1 and ending on the following June 30.

**“Maximum Special Tax”** means the maximum Special Taxes determined in accordance with Section C below that can be levied on Single Family Property and Multi-Family Property in any Fiscal Year.

**“Multi-Family Property”** means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Multi-Family Units.

**“Multi-Family Unit”** means an individual residential unit within a structure with three or more residential units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers. Residential units located above commercial establishments that are available exclusively for rent and cannot be purchased by individual owners shall also be characterized as Multi-Family Units for purposes of this RMA.

**“RMA”** means this Rate and Method of Apportionment.

**“Single Family Property”** means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Single Family Units.

**“Single Family Unit”** means an individual single family detached residential unit or an individual residential unit within a half-plex, duplex, triplex, fourplex, townhome, condominium, or other structure with attached residential units that are available for sale to individual buyers, whether or not such a unit is ultimately offered for rent by an individual buyer. For-sale residential units located above commercial establishments shall also be categorized as Single Family Units for purposes of this RMA.

**“Special Tax”** means any tax levied within the CFD to pay the Special Tax Requirement.

**“Special Tax Requirement”** means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the tax will be collected.

**“Taxable Property”** means both Single Family Property and Multi-Family Property.

## **B. DATA FOR ANNUAL TAX LEVY**

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within the CFD. The Administrator shall also determine the number of Single Family and Multi-Family Units built or to be built on each Parcel of Taxable Property by referencing the building permit, condominium plan, apartment plan, site plan, or other development plan for the property.

In any Fiscal Year, if it is determined that (i) a parcel or subdivision map for a portion of property in the CFD was recorded after January 1 of the preceding Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of

the date the parcel or subdivision map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel or subdivision map, and (iii) one or more of the newly-created Parcels meets the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel or subdivision map by determining the Special Tax that applies separately to each Parcel of Taxable Property, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the parcel or subdivision map.

**C. MAXIMUM SPECIAL TAX**

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be \$500 per Single Family Unit and \$145.83 per Multi Family Unit for Fiscal Year 2015-2016. Beginning July 1, 2016 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by two percent (2%).

**D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX**

Each Fiscal Year, the Special Tax shall be levied proportionately on each Parcel of Taxable Property in the CFD up to 100% of the Maximum Special Tax determined pursuant to Section C above until the total amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2007-1 financial obligations, and the Special Tax shall be equally subject to foreclosure if delinquent.

**E. LIMITATIONS**

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels within the CFD that are not Single Family Property or Multi-Family Property. Furthermore, Accessory Dwelling Units shall not be counted in determining the Special Tax to be levied on the Parcels on which such units are located.

**F. INTERPRETATION OF SPECIAL TAX FORMULA**

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

EXHIBIT C

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY  
TO AN EXISTING COMMUNITY FACILITIES DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of Lodi on June 3, 2020, adopted its Resolution No. \_\_\_\_\_, in which it declared its intention to annex territory to existing Community Facilities District No. 2007-1 (Public Services) (the "CFD"), and to levy a special tax to pay for certain public services, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of services to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, Carnegie Forum, 305 W. Pine Street, Lodi, California.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed July 15, 2020, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PAMELA M. FARRIS  
Assistant City Clerk  
City of Lodi



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Public Hearing to Consider Adopting a Resolution Amending the Procedures for Review of Growth Allocation Applications

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Community Development Director

**RECOMMENDED ACTION:** Public hearing to consider adopting a resolution amending the procedures for review of Growth Allocation Applications.

**BACKGROUND INFORMATION:** Certain provisions of Resolution No. 91-171 related to the scheduling and review of applications for Growth Allocations are either inconsistent with general City practices or are problematic from an applicant's perspective.

The City of Lodi established a Growth Management Program (Program) in 1991 with the intent of regulating the character, location, amount and timing of future development. The Program was established through adoption of Ordinance No. 1521 which establishes the basis for the Program, certain policies related to the Program, and a yearly limitation on growth of 2% compounded annually.

Subsequent to the adoption of Ordinance No. 1521, the City Council adopted two resolutions that provide operational guidance for issuing Growth Allocations under the Program. Resolution No. 91-170 established a point system for evaluating Growth Allocation applications. Resolution No 91-171 established detailed procedures for the application requirements and review procedures for Growth Allocations.

In addition to these three foundation actions to establish and implement the Growth Management Program, the City Council has taken various actions to adjust the Program.

- Resolution No. 2006-141 (adopted July 19, 2006) made a one-year adjustment to the timing for submittal of Growth Allocation applications.
- Ordinance No. 1877 (adopted June 5, 2013) expired unused allocations and suspended the provisions of Resolution No. 91-171 from 2013 through December 31, 2019.

Through these actions, past Councils have on occasion adjusted the Growth Management Program to better align the Program with standard practices of the City and the needs of the development community. Upon sunset of Ordinance No. 1877 on December 31, 2019, the full provisions of scheduling and review procedures established through Resolution No. 91-171 again became effective and certain provisions now in effect are inconsistent with recent City practices and can be challenging for the development community.

Proposed amendments to the Growth Management Program and the procedures of the Growth Allocation process are intended to facilitate the review process, but not fundamentally amend the basic purpose and intent of the Growth Management Program. The proposed amendments include revisions to Resolution No. 91-171 (Guidelines, Content and Time Frames), as follows:

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

- **Section B. Development Schedule.**  
Current language within this section requires the Growth Allocation to be approved before a Tentative Map application can be accepted. The proposed amendment would allow the Planning Commission to review Growth Allocations and Tentative Maps concurrently. The final decision on the Growth Allocation would remain with the City Council.
- **Section C. Processing of Application for Growth Allocation.**  
As currently written, this section establishes specific annual windows during which Growth Allocation applications may be submitted and the timing for the review of such applications. Under current regulations an application for Growth Allocation can only be submitted between July 1 and October 1, with the decision on such application provided no later than September of the following year.

In order to provide a more flexible and responsive Program, this section is proposed to be amended as follows:

- Allows applications to be accepted at any time with review to begin with application submittal.
- Allows Growth Allocation applications to be submitted prior to or concurrent with a Tentative Map application.
- Restates that Planning Commission would recommend on the requested Growth Allocation and that the City Council would take final action.
- Establishes that if the City Council reduces a Growth Allocation supported by the Planning Commission, the associated Tentative Map must return to the Planning Commission for revision.
- Establishes that no Final Map may be recorded without prior City Council approval of a Growth Allocation.
- Removes discussion of CEQA review from Growth Allocation procedures. CEQA review will be completed as required consistent with the provisions of CEQA.
- Allow applications below 40 units to be approved administratively.

The purpose of the proposed revisions is to facilitate and streamline the Growth Allocation process while maintaining the underlying principals of the Growth Management Program. The rigid application window and review procedures of Resolution No. 91-171 do not result in a superior review of Growth Allocations and could easily result in a delay of a year or more in completing entitlement reviews. For residential projects, a delay of this length is costly and problematic, particularly for smaller development projects. The proposed adjustments to the Growth Allocation process would better align with development community needs without compromising the purpose and intent of the City's Growth Management Program.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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John R. Della Monica Jr.  
Community Development Director

Attachments: Draft City Council Resolution amending Resolution No. 91-171  
City Council Resolution No. 91-171

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING RESOLUTION NO. 91-171 ESTABLISHING  
GUIDELINES, CONTENTS, AND TIME FRAMES OF AND  
FOR DEVELOPMENT PLANS

=====

WHEREAS, Ordinance No. 1521, adopted by the Lodi City Council on September 20, 1991 provides that a "Development Plan" shall be submitted for all tentative maps, parcel maps and other approvals under the Subdivision Map Act; and

WHEREAS, Ordinance No. 1521 further provides that the format and contents of such development plans shall be established by Council resolution; and

WHEREAS, Resolution No. 91-171, adopted by the City Council on September 4, 1991, established guidelines, contents, and time frames of and for development plans submitted pursuant to Ordinance No. 1521; and

WHEREAS, staff recommends that the City Council amend Resolution No. 91-171 as shown below.

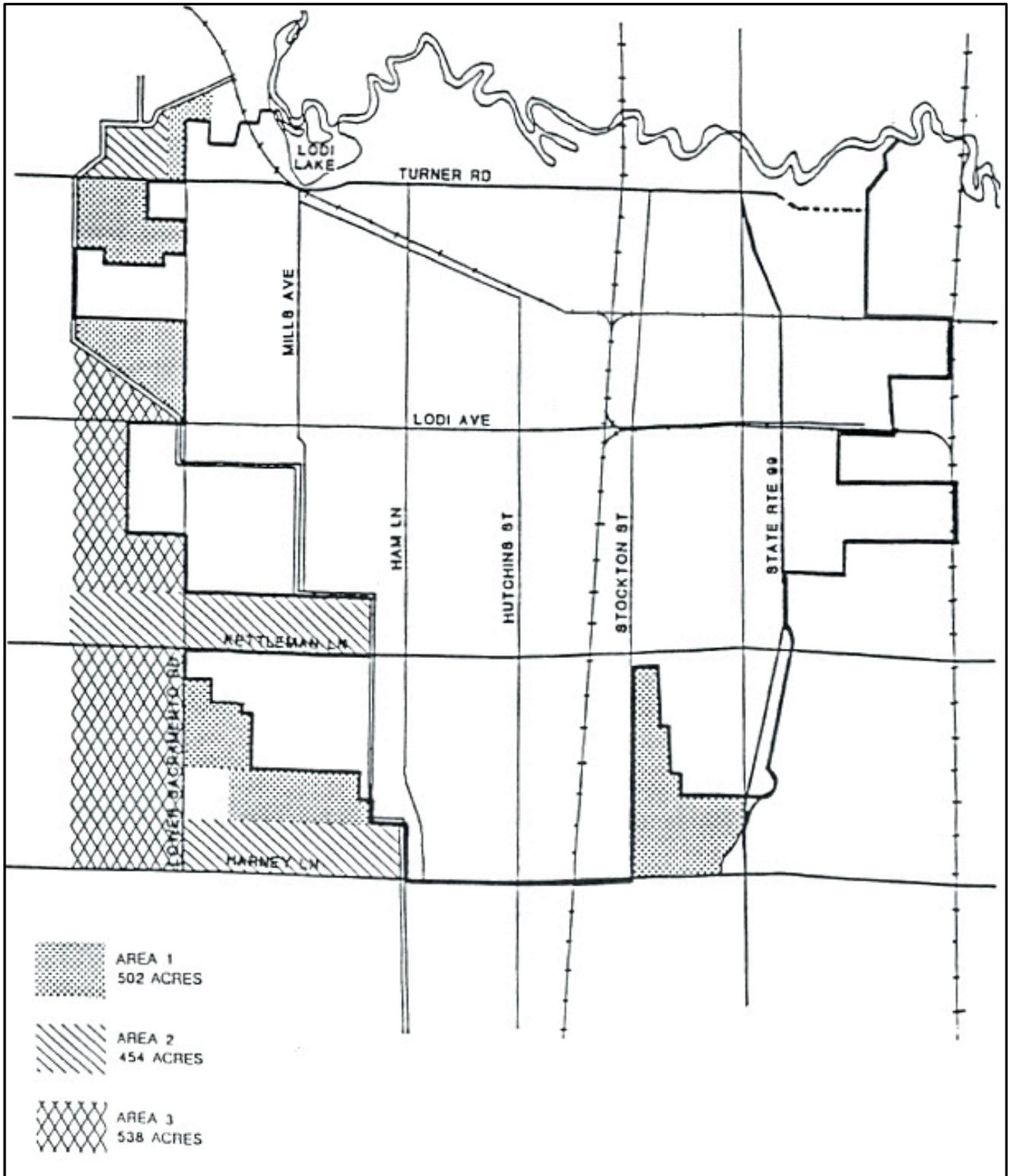
NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Resolution No. 91-171 and will apply to Development Plans, and shall read as follows:

A. Development Plan: Contents.

A development plan shall include:

1. A map showing any street system and/or lot design proposed within the development. Any area proposed to be dedicated or reserved for parks, open-space conservation, playgrounds, school sites, public buildings, churches and other such uses must be shown. Compliance with this requirement shall not be construed to relieve the applicant from compliance with City and State Subdivision regulations or any other applicable local or state laws.
2. A map showing the location of all trees over nine (9) inches in diameter with an indication of removal or incorporation into project design.
3. If required by the Community Development Department, a map showing the topography (with contour lines at one-foot intervals) shall be provided by the applicant. The map shall indicate the proposed elevations at the project boundaries and adjacent waterways;
4. The applicant shall provide a land-use plan for the proposed development indicating the areas to be used for the various purposes; a land-use map showing existing uses within the development and uses (including agricultural uses) within five hundred feet of the proposed development;
5. A plot plan for each building site or sites, except single-family residents on standard lots in the proposed development or any other portion thereof as required by the Community Development Department. A plot plan shall show the approximate location of all proposed buildings, indicate maximum and minimum distances between buildings and between buildings and property or building site lines;

Priority Development Areas  
Residential



Source: City of Lodi Resolution No. 91-171

6. Any or all of the following plans and diagrams may also be required to be included on the plot plan or appended thereto:
  - (a) Off-street parking and loading plan.
  - (b) A circulation diagram indicating the proposed movement of vehicles, goods and pedestrians within the development and to and from adjacent public thoroughfares.
7. Elevations or perspective drawings of all proposed structures, except single-family residences and their accessory buildings. Such drawings need not be the result of final architectural decisions and need not be in detail. The purpose of such drawings is to indicate within stated limits the height of proposed buildings and the general appearance of the proposed structures to the end that the entire development will have architectural unity and be in harmony with the surrounding developments;
8. Engineering data as described in the City of Lodi Public Improvement Design Standards.

#### B. Development Schedule

1. An application shall be accompanied by a development schedule indicating to the best of the applicant's knowledge the approximate date when construction of the project can be expected to begin, the anticipated rate of development and the completion date. The development schedule, if approved, shall become a part of the development plan and shall be adhered to by the owner or owners of the property and his successors in interest.
2. From time to time the Planning Commission shall compare the actual development accomplished with the approved development schedules.
3. If, in the opinion of the Planning Commission, the owner or owners of property are failing or have failed to meet the approved schedule, the Planning Commission may initiate proceedings to amend or revoke the approval of the development plan.
4. If the Tentative Subdivision Map is not filed one year after approved, the Planning Commission may forfeit the approved allocations to the next project on the list.
5. If the Planning Commission determines that a proposed Development Plan will require multi-year allocation to complete, each year of the development schedule shall be approved for a stated number and type of residential units.
6. Tentative Subdivision Maps ~~will not be accepted until~~ they may be submitted to the Planning Commission for review concurrent with or following review of ~~has approved~~ the Development Plan and Development ~~Schedule and allocated the number of units either on a single year or multi-year basis.~~ For projects seeking a multi-year allocation, ~~T~~ the City may require individual tentative maps for each year's phasing of multi-year allocations.

#### C. PROCESSING OF APPLICATION FOR GROWTH ALLOCATION

1. Applications for growth allocations may be submitted prior to or concurrently with an application for a Tentative Subdivision Map.
2. An application for Growth Allocation, whether submitted in conjunction with a Tentative

Subdivision Map or independently, shall include application materials described in Section A. Development Plan: Contents, and shall be reviewed under the California Environmental Quality Act (CEQA) as established under CEQA and the CEQA Guidelines.

3. The Planning Commission shall conduct a public hearing to consider the application for Growth Allocation and shall make a recommendation to the City Council to either approve or deny the request for Growth Allocation.
4. Following recommendation by the Planning Commission, the City Council shall conduct a public hearing to consider the application for Growth Allocation and shall either approve or deny the request for Growth Allocation.
5. No Final Map associated with an approved Tentative Map/Growth Allocation request may be recorded until such time as the City Council has approved a Growth Allocation of units equal to or greater than the number of units proposed in the Final Map.
6. Projects requesting less than 40 units shall be exempt from the Growth Allocation process and approved by the Community Development Director. However, such allocations shall be recorded within total allocations approved within the subject year.
7. Should the City Council approve a Growth Allocation for less units than the associated Tentative Map, the applicant shall amend the Tentative Map and the Planning Commission shall reconsider the amended Tentative Map. However, no additional review of the Growth Allocation shall be required.

Applications for Allocation: \_\_\_\_\_ Time.

- ~~1. The application period for allocation of residential units in the City shall open July 1 and close October 1 of each year.~~
- ~~2. The City shall make a Determination of Completeness by November 1 of the same year.~~
- ~~3. An Initial Study under the California Environmental Quality Act shall be completed and a preliminary point score evaluation of the project, utilizing the criteria adopted by Council resolution hereunder, shall be done by the City no later than December 1.~~
- ~~4. On or before the following March 1, a Draft Environmental Impact Report (if required) shall be completed.~~
- ~~5. The period for public review/comment on the Draft Environmental Impact Report shall end April 15 and the final Environmental Impact Report completed by May 1.~~
- ~~6. The Planning Commission and City Council shall thereafter, not later than July 1, conduct all necessary public hearings and reviews of the proposed projects, and shall approve or deny such proposals.~~
- ~~7. Based on such hearings/reviews and by reference to the point system evaluation described in this Chapter, the City Council shall, not later than September 30, allocate approvals of residential units. Thereafter, applicant shall submit a tentative map for a project, utilizing the number of allocated units awarded for each year.~~

Dated: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_

RESOLUTION NO. 91-171

=====

A RESOLUTION OF THE LODI CITY COUNCIL  
ESTABLISHING GUIDELINES, CONTENTS, AND TIME FRAMES  
OF AND FOR DEVELOPMENT PLANS

=====

WHEREAS, Ordinance No. 1521, adopted by the City Council on September 18, 1991 provides that a "Development Plan" shall be submitted for all tentative maps, parcel maps and other approvals under the Subdivision Map Act; and

WHEREAS, Ordinance No. 1521 further provides that the format and contents of such development plans shall be established by Council resolution;

NOW, THEREFORE, BE IT RESOLVED, by the City Council that the following shall apply to Development Plans:

A. Development Plan: Contents.

A development plan shall include:

1. A map showing any street system and/or lot design proposed within the development. Any area proposed to be dedicated or reserved for parks, open-space conservation, playgrounds, school sites, public buildings, churches and other such uses must be shown. Compliance with this requirement shall not be construed to relieve the applicant from compliance with City and State Subdivision regulations or any other applicable local or state laws.

2. A map showing the location of all trees over nine (9) inches in diameter with an indication of removal or incorporation into project design.
3. If required by the Community Development Department, a map showing the topography (with contour lines at one-foot intervals) shall be provided by the applicant. The map shall indicate the proposed elevations at the project boundaries and adjacent waterways;
4. The applicant shall provide a land-use plan for the proposed development indicating the areas to be used for the various purposes; a land-use map showing existing uses within the development and uses (including agricultural uses) within five hundred feet of the proposed development;
5. A plot plan for each building site or sites, except single-family residents on standard lots in the proposed development or any other portion thereof as required by the Community Development Department. A plot plan shall show the approximate location of all proposed buildings, indicate maximum and minimum distances between buildings and between buildings and property or building site lines;
6. Any or all of the following plans and diagrams may also be required to be included on the plot plan or appended thereto:
  - (a) Off-street parking and loading plan.

(b) A circulation diagram indicating the proposed movement of vehicles, goods and pedestrians within the development and to and from adjacent public thoroughfares.

7. Elevations or perspective drawings of all proposed structures, except single-family residences and their accessory buildings. Such drawings need not be the result of final architectural decisions and need not be in detail. The purpose of such drawings is to indicate within stated limits the height of proposed buildings and the general appearance of the proposed structures to the end that the entire development will have architectural unity and be in harmony with the surrounding developments;
8. Engineering data as described in the City of Lodi Public Improvement Design Standards.

B. Development Schedule.

1. An application shall be accompanied by a development schedule indicating to the best of the applicant's knowledge the approximate date when construction of the project can be expected to begin, the anticipated rate of development and the completion date. The development schedule, if approved, shall become a part of the development plan and shall be adhered to by the owner or owners of the property and his successors in interest.

2. From time to time the Planning Commission shall compare the actual development accomplished with the approved development schedules.
3. If, in the opinion of the Planning Commission, the owner or owners of property are failing or have failed to meet the approved schedule, the Planning Commission may initiate proceedings to amend or revoke the approval of the development plan.
4. If the Tentative Subdivision Map is not filed one year after approved, the Planning Commission may forfeit the approved allocations to the next project on the list.
5. If the Planning Commission determines that a proposed Development Plan will require multi-year allocation to complete, each year of the development schedule shall be approved for a stated number and type of residential units.
6. Tentative Subdivision Maps will not be accepted until the Planning Commission has approved the Development Plan and Development Schedule and allocated the number of units either on a single-year or multi-year basis. The City may require individual tentative maps for each year's phasing of multi-year allocations.

C. Applications for Allocation: Time.

1. The application period for allocation of residential units in the City shall open July 1 and close October 1 of each year.

2. The City shall make a Determination of Completeness by November 1 of the same year.

3. An Initial Study under the California Environmental Quality Act shall be completed and a preliminary point score evaluation of the project, utilizing the criteria adopted by Council resolution hereunder, shall be done by the City no later than December 1.

4. On or before the following March 1, a Draft Environmental Impact Report (if required) shall be completed.

5. The period for public review/comment on the Draft Environmental Impact Report shall end April 15 and the final Environmental Impact Report completed by May 1.

6. The Planning Commission and City Council shall thereafter, not later than July 1, conduct all necessary public hearings and reviews of the proposed projects, and shall approve or deny such proposals.

7. Based on such hearings/reviews and by reference to the point system evaluation described in this Chapter, the City Council shall, not later than September 30, allocate approvals of residential units. Thereafter, applicant shall submit a tentative map for a project, utilizing the number of allocated units awarded for each year.

Dated: September 4, 1991

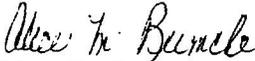
=====

I hereby certify that Resolution No. 91-171 was passed and adopted by the Lodi City Council in a regular meeting held September 4, 1991 by the following vote:

Ayes: Council Members - Pennino, Pinkerton, Sieglock, Snider and Hinchman (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Alice M. Reimche  
City Clerk

91-171

RES91171/TXTA.02J



*Please immediately confirm receipt  
of this fax by calling 333-6702*

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT:** NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTING A  
RESOLUTION AMENDING THE PROCEDURES FOR REVIEW OF  
GROWTH ALLOCATION APPLICATIONS

**PUBLISH DATE:** SATURDAY, MAY 23, 2020

**LEGAL AD**

**TEAR SHEETS WANTED:** One (1) please

**SEND AFFIDAVIT AND BILL TO:** PAMELA M. FARRIS, ASSISTANT CITY CLERK  
**LNS ACCT. #5100152** City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** THURSDAY, MAY 20, 2020

**ORDERED BY:** PAMELA M. FARRIS  
ASSISTANT CITY CLERK

*Pamela M. Farris*  
PAMELA M. FARRIS  
ASSISTANT CITY CLERK

\_\_\_\_\_  
KAYLEE CLAYTON  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

Emailed to the Sentinel at [legals@lodinews.com](mailto:legals@lodinews.com) at 9:03 (time) on 5/21/20 (date) \_\_\_\_\_ (pages)



## DECLARATION OF POSTING

### **PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION AMENDING THE PROCEDURES FOR REVIEW OF GROWTH ALLOCATION APPLICATIONS**

On Thursday, May 21, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution amending the procedures for review of Growth Allocation Applications (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum  
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 21, 2020, at Lodi, California.

ORDERED BY:

**PAMELA M. FARRIS**  
**ASSISTANT CITY CLERK**

A handwritten signature in blue ink that reads "Pamela M. Farris".

PAMELA M. FARRIS  
ASSISTANT CITY CLERK

\_\_\_\_\_  
KAYLEE CLAYTON  
ADMINISTRATIVE CLERK



# CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: June 3, 2020

Time: 7:00 p.m.

For information regarding this notice please contact:

**Pamela M. Farris**  
Assistant City Clerk  
Telephone: (209) 333-6702

**EXHIBIT A**

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, June 3, 2020**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Consider adopting a resolution amending the procedures for review of Growth Allocation Applications.**

While social distancing measures are imposed due to COVID-19, Council chambers are closed to the public during meetings of the City Council. **Members of the public may view and listen to the open session of the meeting at [www.facebook.com/CityofLodi/](http://www.facebook.com/CityofLodi/).**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. **Written statements may be filed with the City Clerk by emailing [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov). All comments received prior to the close of the public hearing will be read into the record.**

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Pamela M. Farris  
Assistant City Clerk

Dated: May 20, 2020

Approved as to form:

Janice D. Magdich  
Janice D. Magdich  
City Attorney

**AVISO:** Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution 1) Authorizing City Manager to Amend Customer Assistance & Relief Energy (CARE) Package Program Increasing Benefits by \$249,000; 2) Authorizing City Manager to Amend Existing CARE Program Third-Party Administrator Contract Limits and Existing Energy Efficiency Services Professional Services Agreement to Include CARE Program Application Services in Amount Not-To-Exceed \$102,000 Collectively; and 3) Authorizing Necessary Appropriations and Carry Forward into Fiscal Year 2020/21

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Business Development Manager

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**RECOMMENDED ACTION:** Adopt resolution 1) authorizing the City Manager to amend Customer Assistance & Relief Energy (CARE) package program increasing benefits by \$249,000; 2) authorizing the City Manager to amend the CARE Program Third-Party Administrator contract limits and existing Energy Efficiency Services professional services agreement to include CARE Program application services in an amount not-to-exceed \$102,000 collectively; and 3) authorizing the necessary appropriations and carry forward into Fiscal Year 2020/21.

**BACKGROUND INFORMATION:** Since 2004, the Customer Assistance & Relief Energy (CARE) Package Program has been assisting low income individuals and families pay electric bills when an unmanageable hardship occurs impairing a customer's ability to pay the amount due through one-time payment assistance in the amount of \$110, available once every six months. The funding source for this assistance is the Electric Utility's Public Benefits Fund. The Salvation Army and Community Partnership for Families serve as third party administrators of this program under contract with the utility.

Since July 2018, 121 payments have been applied, including 70 applications approved this fiscal year, totaling approximately \$12K in financial assistance. Approximately 75 percent of the total payments were for the maximum payment of \$110 with the remaining 25 percent below \$110. The third party administrator fee per application is \$45; administrative fees paid total \$5,490. Using a third party administrator eliminates the need for City Finance staff resources that would otherwise be needed to screen and process applications.

City Council has expressed a desire to provide additional assistance, beyond the recently approved one-time bill credit, to low-income and fixed income customers impacted by COVID-19. As such, staff proposes various short-term amendments.

For the period effective immediately upon City Council approval through August 31, 2020:

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

Adopt Resolution 1) Authorizing City Manager to Amend Customer Assistance & Relief Energy (CARE) Package Program Increasing Benefits by \$249,000; 2) Authorizing City Manager to Amend Existing CARE Program Third-Party Administrator Contract Limits and Existing Energy Efficiency Services Professional Services Agreement to Include CARE Program Application Services in Amount Not-To-Exceed \$102,000 Collectively; and 3) Authorizing Necessary Appropriations and Carry Forward into Fiscal Year 2020/21  
June 3, 2020

1. Expand eligibility for customers who currently qualify to receive the City's SHARE Program discount (low-income) and fixed income discount who demonstrate a need and/or hardship. Currently, approximately 2,260 customers receive the low-income and fixed income discount.
2. Expand eligibility such that a customer in need is eligible for an additional \$110 one-time bill payment even if the customer received a one-time payment under CARE eligibility criteria within the past 6 months.
3. Remove the requirement the customer present in person appropriate documentation to qualify for payment assistance and allow customers to provide information via US Mail and/or electronically as many at-risk customers may be unable or unwilling to travel away from their residence.
4. Remove the requirement the customer must present a receipt from the Finance Department showing the water, wastewater, and refuse (solid waste) charges paid.
5. Allow third party administrators to accept proof of hardship as it relates to COVID-19 in the form of unemployment verification, layoff notice, furlough notice, or related documents. The City's Business Development Manager will work with the third party administrators to determine appropriate documentation as it relates to the specified hardship and/or change in circumstance.
6. Processing of these additional applications will be first come, first served up to a maximum total of \$351,000 in total assistance, including third party administrator costs.

With the exception of those noted above, all other program requirements remain the same.

The current third-party administrator contracts with the Salvation Army and Community Partnership for Families are limited to \$10,000 each for payment of the administration fee of \$45 per application. Should applications increase in number equal to the number of customers who receive the low-income and fixed income discount, the administrative fees will total approximately \$102,000. Since there is no way to ascertain the exact amount needed for each existing contract, staff recommends the City Manager be given the authority to increase the current not-to-exceed contract amounts to the maximum amount of \$102,000, collectively.

In anticipation of a high number of applications by email, staff recommends an additional third-party administrator to assist in processing CARE applications. Efficiency Services Group (ESG), the City's current provider of energy efficiency services to residential and business customers is equipped to provide this additional service. Consequently, staff seeks authorization from City Council to expand ESG's scope of service to include processing CARE applications.

**FISCAL IMPACT:** The additional assistance will be capped at \$351,000. This assumes every current eligible low-income and fixed-income customer would apply for the additional assistance described above.

**FUNDING AVAILABLE:** Public Benefits Fund Account 50465300.72450 and 50465300.72921. An appropriation in the amount of \$351,000 is requested from the 504 Fund Balance to 50465300.72450 (\$102,000) and 50465300.72921 (\$249,000).

It is requested that any unused funds at the end of Fiscal Year 2019/20 be carried forward into Fiscal Year 2020/21.

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Andrew Keys  
Deputy City Manager/Internal Services Director

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Stephen Schwabauer  
City Manager

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO AMEND CUSTOMER ASSISTANCE & RELIEF ENERGY (CARE) PACKAGE PROGRAM INCREASING BENEFITS BY \$249,000; AUTHORIZING CITY MANAGER TO AMEND EXISTING CARE PROGRAM THIRD-PARTY ADMINISTRATOR CONTRACT LIMITS AND EXISTING ENERGY EFFICIENCY SERVICES PROFESSIONAL SERVICES AGREEMENT TO INCLUDE CARE PROGRAM APPLICATION SERVICES IN AMOUNT NOT-TO- EXCEED \$102,000 COLLECTIVELY; AND AUTHORIZING NECESSARY APPROPRIATIONS AND CARRY FORWARD INTO FISCAL YEAR 2020/21

=====

WHEREAS, the Customer Assistance & Relief Energy (CARE) Package program is designed to provide emergency payment assistance to Lodi individuals and families who fall at or below 60 percent of State median income thresholds and who experience hardship preventing payment of their electric bill; and

WHEREAS, since 2004, the CARE program eligibility requirements stipulated the customer must not have received assistance through the CARE program more than once in the previous six months, must present in person appropriate documentation to qualify for payment assistance, and present a receipt of the Finance Department demonstrating water, wastewater, and refuse (solid waste) charges have been paid; and

WHEREAS, effective immediately upon City Council approval through August 31, 2020, the City of Lodi seeks to expand eligibility for CARE assistance to Electric Utility customers who currently qualify to receive the City's SHARE Program discount (low-income) and fixed income discount who demonstrate a need and/or hardship; and

WHEREAS, for the period stated above, Lodi seeks to facilitate greater participation in the CARE Package Program by allowing the customer to be eligible for an additional \$110 one-time bill payment even if the customer had previously received a one-time payment under CARE within the past six months; and

WHEREAS, for the period stated above, the City will remove the requirement of applying for assistance in person allowing for email, regular mail, and a drop box provided by the third-party administrator to be the method of application; and

WHEREAS, for the period stated above, the City will remove the requirement of a receipt from the Finance Department demonstrating water, wastewater, and refuse (solid waste) charges have been paid; and

WHEREAS, processing of the additional CARE application will be first come, first served up to a maximum total of \$351,000 in total assistance, including third party administrator costs; and

WHEREAS, all other program requirements remain the same; and

WHEREAS, the current third-party administrator contracts with the Salvation Army and Community Partnership for Families are limited to \$10,000 each for payment of the administration fees per application; and

WHEREAS, staff recommends authorizing an additional third-party administrator to assist in the application process under the amended CARE assistance program in anticipation of a significant number of applications; and

WHEREAS, the additional third-party administrator is Efficiency Services Group, the City's existing energy efficiency consultant and efficiency services provider; and

WHEREAS, should the applications increase in number equal to the number of customers who currently receive the City's low-income and fixed income discount, administrative fees could collectively reach \$102,000; and

WHEREAS, for the three-month period stated above, staff recommends the City Manager be authorized to increase CARE Program third-party administrator contracts in an amount not-to-exceed \$102,000, collectively; and

WHEREAS, staff recommends the City Council appropriate funds in the amount of \$351,000 from the Public Benefits Fund Balance (Fund 504) to account 50465300.72450 in the amount of \$102,000 and to account 50465300.72921 in the amount of \$249,000 and that any unused funds at the end of Fiscal Year 2019/20 be carried forward into Fiscal Year 2020/21.

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby authorize the City Manager to temporarily amend the Customer Assistance & Relief Energy (CARE) Package Program increasing benefits by \$249,000 as set forth above; and

BE IT FURTHER RESOLVED that the Lodi City Council authorizes the City Manager to expand the scope of the existing contract with Efficiency Services Group to include third-party processing of CARE applications; and

BE IT FURTHER RESOLVED that the Lodi City Council authorizes the City Manager to increase CARE Program third-party administrator contracts in an amount not-to-exceed \$102,000, collectively; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation in the amount of \$351,000 for increased costs associated with temporarily amending the CARE Program as set forth above and a carry forward of any unused funds into Fiscal Year 2020/21.

Dated: June 3, 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 June 3, 2020 by the following votes:

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

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving the Fiscal Year 2020/21 Financial Plan and Budget and Approving the Fiscal Year 2020/21 Appropriation Spending Limit

**MEETING DATE:** June 3, 2020

**PREPARED BY:** Budget Manager

**RECOMMENDED ACTION:** Adopt resolution approving the Fiscal Year 2020/21 Financial Plan and Budget and approving the Fiscal Year 2020/21 Appropriation Spending Limit

**BACKGROUND INFORMATION:** Staff presented information to Council regarding the FY 2020/21 budget at its regularly scheduled meeting May 20, 2020. Staff published the budget document on May 15, 2020. The full proposed budget document is available on the City’s webpage at <http://www.lodi.gov/CivicAlerts.aspx?AID=182>

The Budget presented to Council this evening is consistent with the draft released on May 15<sup>th</sup> and the presentation at the May 20<sup>th</sup> Council meeting with the following corrections or changes:

Page #	Department	Correction or change: *
325	Police	10030001.76220 Transfer Out will be reduced by \$92,750 and moved to Police Salaries 10032000.71001 to fund an officer position.
273	Equipment Replacement	40100000.50001 Transfer In reduced by \$92,750 to reflect reduction in transfer from Police to fund officer
316-323; 335	Economic Development; Internal Services; Non-Departmental	<b>Fourth of July Funding:</b> 10010102.72605 Fireworks will increase by \$16,000; 10010102.72750 Fourth of July increase by \$21,000; 10020202.72315 Conference reduce by \$8,750; 10020202.72358 Training reduce by \$6,750; 10020203.71002 Overtime reduce by \$5,000; 10020300.72315 Conference reduce by \$3,000; 10020300.72358 Training reduce by \$4,000; 10020400.72358 Training reduce by \$4,500; 10095000.72215 Refuse reduce by \$5,000
135	Streets	30300000.51033 Measure K revenue projection was missed; entry will be corrected to \$1,200,000.
*Charts, summaries and descriptions effected by the above line item changes will be updated to reflect accurate figures		

The General Fund for FY 2020/21 is presented with revenues and expenditures of \$59,659,490. The June 30, 2021 fund balance is projected to be \$10,277,274. Staff is recommending a temporary suspension of the year end PARS contribution as required in the fiscal policies due to the unprecedented uncertainty of the COVID-19 impacts. Staff will stay diligent in monitoring the economic forecast and will report back to Council as more data is made available.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

The budgets for both Library and Parks, Recreation and Cultural Services (PRCS) were developed pre-COVID-19. As of this writing, the Library remains closed and many PRCS programs and facilities remain closed by public health orders. Corresponding staff is furloughed. Adopting pre-COVID-19 budgets for these two departments allow for flexibility and rapid return to operations as the County's Public Health Officer permits. Staff will monitor and the City Manager will only authorize expenditures or hires for programs permitted under public health guidelines.

The budget proposes 412 full time employees, a net increase of two from FY 20. The recommended changes are shown in the table below:

Classification	Department	Cost
Electrician	Wastewater	\$136,350
Senior Transit Planner	Transit	\$119,960

Additionally, six vacant police officer positions and one vacant dispatcher/jailer position are recommended to remain authorized but unfunded.

A change in the method of budgeting for capital improvement projects occurred in fiscal year 2019/20. Projects are now budgeted for the life of the project rather than re-budgeted each fiscal year. A summary of the programmed capital improvement projects can be found starting on page 180 of the budget document. For fiscal year 2020/21, projects totaling \$14,396,540 are proposed to be added to the program. Some of these include:

- Electric Utility (\$3.6m)
  - 12kV overhead/underground maintenance; streetlight maintenance and improvement; Henning feeder extension; substation load tap charger.
- Water Utility (\$2.9 million)
  - Granular activated carbon well projects; well rehabs; MSC office remodel; water taps/main replacements; PCE/TCE program.
- Wastewater Utility (\$3.7 million)
  - WSWPCF fan press replacement; digester #3 rehab; aeration diffuser replacement; storm drain trash handling; MSC office remodel; electrical roomer-roof; wastewater taps/relocations.
- Street Maintenance (\$2.5m)
  - Lodi Avenue and Mills Avenue resurfacing; Turner/Ca signal; signal preventative maintenance; pavement maintenance; sidewalk maintenance.

A resolution adopting the Financial Plan and Budget is attached. Included in the budget resolution is the adoption of the Appropriation Spending Limit for the 2020/21 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2020/21 Appropriation Limit is \$116,864,705, an increase of \$5,029,885 from the prior year. Details of the calculation are included in Attachment A.

**FISCAL IMPACT:** The 2020/21 budget provides an expenditure plan for all funds. The All-Funds expenditure budget is project to be \$207,892,320, a decrease of \$36,638,930 from the current revised FY 2019/20 budget. General Fund revenues and expenses are projected at \$59,659,490.

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Andrew Keys, Deputy City Manager

# ATTACHMENT A

## 2020-21 FINANCIAL PLAN AND BUDGET

### APPROPRIATIONS SPENDING LIMIT

2020-21 APPROPRIATIONS SPENDING LIMIT			AMOUNT
Last Year's Limit			111,834,820
Adjustment Factors			
	1 Population %	1.0074	
	2 Inflation %	1.0373	
Total Adjustment %			1.0450
Annual Adjustment			5,029,885
Adjustments			None
Total Adjustment			5,029,885
<b>2020-21 APPROPRIATIONS SPENDING LIMIT</b>			<b>116,864,705</b>

2020-21 Appropriations Subject to Limitation		AMOUNT
Proceeds of Taxes		46,704,764
Exclusions		-
Appropriations subject to limitations		46,704,764
Current Year Limit		116,864,705
<b>OVER (UNDER) LIMIT</b>		<b>(70,159,941)</b>

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
 ADOPTING THE CITY OF LODI FINANCIAL PLAN AND  
 BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1,  
 2020 AND ENDING JUNE 30, 2021, AND APPROVING  
 THE 2020/21 APPROPRIATIONS SPENDING LIMIT

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WHEREAS, the City Manager submitted the 2020/21 Financial Plan and Budget to the City Council on May 15, 2020; and

WHEREAS, the 2020/21 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions, and policies; and

WHEREAS, the City Council conducted a public budget review meeting on May 20, 2020; and

WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2020/21; and

WHEREAS the Appropriations Spending Limit and the annual adjustment factors selected to calculate the Limit are part of the Financial Plan and Budget.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lodi as follows:

1. That the 2020/21 Financial Plan and Budget, as proposed by the City Manager be approved as follows:

<b>General Fund</b>	<b>Budget</b>
Police Total	24,921,930
Fire Total	14,461,600
Internal Services Total	5,304,350
Parks, Recreation and Cultural Services	4,880,450
Non-Departmental Total	3,304,150
Public Works Total	2,891,680
Library	1,553,640
City Clerk Total	770,040
City Attorney Total	615,140
City Manager Total	547,650
Economic Development Total	408,860
<b>Total General Fund</b>	<b>59,659,490</b>
<b>Other Funds</b>	
Electric Utility	75,492,570
Wastewater Utility	17,355,460
Water Utility	13,290,500
Employee Benefits	9,245,590
Parks, Recreation and Cultural Services	7,771,830
Streets	6,021,030
Transit	4,501,850
Self Insurance	4,381,290
Community Development	2,494,320

Fleet Services	2,161,760
Debt Service	1,752,520
Library	1,724,830
Community Improvement Grants	647,280
Capital Outlay	478,500
Special Rev & Grants	461,500
Vehicle & Equipment Replace	346,000
Trust & Agency	76,000
TDA	30,000
<b>Grand Total</b>	<b>207,892,320</b>

2. That the funds for the 2020/21 Financial Plan and budget are appropriated in the document on file in the City Clerk's Office;
3. That the position additions and deletions are approved as shown in the table below effective July 1, 2020

Classification	Department	Change
Electrician	Wastewater	Add
Senior Transit Planner	Transit	Add

and;

4. That the Appropriations Spending Limit be increased by \$5,029,885 from the 2019/20 level of \$111,834,820 to the 2020/21 level of \$116,864,705 in accordance with the calculations on Attachment A.

Dated: June 3, 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 June 3, 2020, by the following vote:

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

PAMELA M. FARRIS  
 Assistant City Clerk

2020-\_\_\_\_

# ATTACHMENT A

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<b>2020-21 APPROPRIATIONS SPENDING LIMIT</b>			<b>116,864,705</b>

2020-21 Appropriations Subject to Limitation		AMOUNT
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Exclusions		-
Appropriations subject to limitations		46,704,764
Current Year Limit		116,864,705
<b>OVER (UNDER) LIMIT</b>		<b>(70,159,941)</b>