



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: January 6, 2016

Time: 7:00 p.m.

For information regarding this Agenda please contact:

**Jennifer M. Ferraiolo**

City Clerk

Telephone: (209) 333-6702

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

- C-1 Call to Order / Roll Call – N/A
- C-2 Announcement of Closed Session – N/A
- C-3 Adjourn to Closed Session – N/A

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

**C-4 Return to Open Session / Disclosure of Action**

**A. Call to Order / Roll Call**

**B. Presentations – None**

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

C-1 Receive Register of Claims in the Amount of \$6,186,664.97 (FIN)

C-2 Approve Minutes (CLK)

a) December 1, December 15, December 22, and December 29, 2015 (Shirtsleeve Sessions)

b) December 2 and December 16, 2015 (Regular Meetings)

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for 2016 Crack Sealing, West Lodi Avenue (PW)

C-4 Approve Specifications and Authorize Advertisement for Bids for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (PW)

Res. C-5 Adopt Resolution Authorizing Purchase of Megger Relay Test System from Megger USA, of Dallas, Texas (\$50,200) (EU)

Res. C-6 Adopt Resolution Authorizing City Manager to Execute Contract with WMB Architects, of Stockton, to Initiate Schematic Designs for Teen Scene Area at the Lodi Public Library, Accepting a Donation from the Library Board of Trustees, and Appropriating Funds (\$7,891) (LIB)

**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.

**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 Resolution Declaring the Formation of a Groundwater Sustainability Agency Within Lodi City Limits (PW)

**H. Communications**

H-1 Confirm Annual Appointment of City Council Members on Various Boards, Committees, and Commissions (CLK)

H-2 Appointment to the Lodi Arts Commission and the Lodi Senior Citizens Commission (CLK)

**I. Regular Calendar**

Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Title 9 – Public Peace, Morals and Welfare –  
(Introduce) by Repealing Chapter 9.30, “Medical Marijuana Dispensaries,” in Its Entirety, and Enacting Chapter 9.30, “Medical Marijuana,” to Prohibit the Delivery and Processing of Medical Marijuana within the City, as Well as the Continued Prohibition of Medical Marijuana Dispensaries (CA)

I-2 Provide Direction Regarding Lodi Electric Utility Customer Advisory Board (EU)

**J. Ordinances – None**

**K. Adjournment**

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

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Jennifer M. Ferraiolo  
City Clerk

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

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



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Register of Claims through December 17, 2015 in the total amount of \$6,186,664.97

**MEETING DATE:** January 6, 2016

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$6,186,664.97

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$6,186,664.97 through 12/17/15. Also attached is Payroll in the amount of \$1,360,172.86

**FISCAL IMPACT:** Not applicable.

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

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Ruby R. Paiste  
Financial Services Manager

RRP/mlm

Attachments

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

# Council Report

## City of Lodi, CA - v10.5 Live

### 11/27/2015 through 12/17/2015

Fund			Amount
100 - General Fund			2,708,206.23
120 - Library Fund			64,940.04
140 - Expendable Trust			54,886.45
200 - Parks Rec & Cultural Services			38,330.35
270 - Comm Dev Special Rev Fund			18,843.00
301 - Gas Tax-2105 2106 2107			84,722.63
302 - Gas Tax -2103			719.06
303 - Measure K Funds			9,121.87
307 - Federal - Streets			60,865.67
331 - LTF-Pedestrian/Bike			14,632.50
350 - H U D			8,764.56
403 - Vehicle Replacement Fund - PD			56,806.09
404 - Vehicle Replacement Fund - FD			506,448.00
406 - Vehicle Replacement Fund - CDD			19,848.65
431 - Capital Outlay/General Fund			876,867.36
432 - Parks & Rec Capital			1,341.95
500 - Electric Utility Fund			203,129.24
501 - Utility Outlay Reserve Fund			57,811.42
504 - Public Benefits Fund			126,609.68
506 - Solar Surcharge Fund			36,326.64
508 - Environmental Compliance			42,211.80
530 - Waste Water Utility Fund			316,579.58
531 - Waste Wtr Util-Capital Outlay			5,303.45
560 - Water Utility Fund			136,504.24
561 - Water Utility-Capital Outlay			67,662.81
565 - PCE/TCE Rate Abatement Fund			2,654.37
590 - Central Plume			8,159.50
600 - Dial-a-Ride/Transportation			321,586.54
601 - Transit Capital			236,046.03
603 - Prop 1B - TSSSDRA			3,228.77
604 - Low Carbon Transit Operation			102.23
650 - Internal Service/Equip Maint			41,725.09
655 - Employee Benefits			37,193.22
660 - General Liabilities			1,457.80
665 - Worker's Comp Insurance			10,123.95
801 - L&L Dist Z1-Almond Estates			6,904.20
<b>Total</b>			<b>6,186,664.97</b>

**Council Report: Payroll**  
**City of Lodi, CA - v10.5 Live**  
**Pay Period 11/22/2015**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	760,223.08
120	Library Fund	21,016.48
200	Parks Rec & Cultural Services	104,752.43
214	LPD-OTS Grants	5,496.23
270	Comm Dev Special Rev Fund	29,835.93
301	Gas Tax-2105 2106 2107	27,751.46
500	Electric Utility Fund	244,945.16
530	Waste Water Utility Fund	121,909.13
560	Water Utility Fund	19,376.34
600	Dial-a-Ride/Transportation	8,443.65
650	Internal Service/Equip Maint	16,422.97
<b>Report Total</b>		<b>1,360,172.86</b>



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) December 1, 2015 (Shirtsleeve Session)  
b) December 2, 2015 (Regular Meeting)  
c) December 15, 2015 (Shirtsleeve Session)  
d) December 16, 2015 (Regular Meeting)  
e) December 22, 2015 (Shirtsleeve Session)  
f) December 29, 2015 (Shirtsleeve Session)

**MEETING DATE:** January 6, 2016

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) December 1, 2015 (Shirtsleeve Session)  
b) December 2, 2015 (Regular Meeting)  
c) December 15, 2015 (Shirtsleeve Session)  
d) December 16, 2015 (Regular Meeting)  
e) December 22, 2015 (Shirtsleeve Session)  
f) December 29, 2015 (Shirtsleeve Session)

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

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

Attachments

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

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, DECEMBER 1, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, December 1, 2015, commencing at 7:00 a.m.

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

Absent: Council Member Mounce

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

NOTE: Council Member Nakanishi arrived at 7:05 a.m. and left at 8:20 a.m.

B. Topic(s)

B-1 Northern California Power Agency Presentation (EU)

Northern California Power Agency (NCPA) General Manager Randy Howard provided a PowerPoint presentation regarding the NCPA Geysers emergency restoration. Specific topics of discussion included the Valley Fire summary, damage to NCPA facilities, 21kV power line restoration, arrival of line crews, base camp, and restoration process.

Mr. Howard and NCPA Assistant General Manager Ken Speer presented Certificates of Appreciation to the Lodi Electric Utility line crews for their assistance in the restoration efforts in the aftermath of the Valley Fire, which caused extensive damage to the 21kV power lines and communication circuits at the NCPA geothermal generation facility in September. Those receiving recognition were: CJ Berry, Elton Lamborn, Ryan Mahler, Jeff Norwood, Kyle Peterson, Ross Phillips, Alvaro Ramirez, Rich Willett, Jason Willeford, Danny Souza, Adrian Solis, Jason Smith, and Brent Sirkel.

In response to Council Member Nakanishi, Mr. Howard stated NCPA has insurance and accounted for all of the cities' costs and efforts, which is being submitted to the Federal Emergency Management Agency for reimbursement. Because of the quick response and how the work was coordinated, the NCPA facility was out of operation for only two days.

Council expressed its appreciation to the crew members and to NCPA for taking the time to recognize everyone who worked to get this power line back in operation so quickly.

B-2 First Quarter Fiscal Year 2015/16 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding the quarterly update of the water and wastewater utilities. Specific topics of discussion included wastewater fund cash flow summary, wastewater operating results, wastewater funds cash balances, water fund cash flow summary, water operating results, water funds cash balances, bad debt write off, and water/wastewater utility activities.

In response to Council Member Kuehne, Mr. Swimely confirmed the 162 percent cash on hand is more than the 90-day target, and City Manager Schwabauer added both utilities have planned capital projects and future debt retirement and the surplus is not excessive for those reasons. Deputy City Manager Jordan Ayers added a higher reserve is more favorable when it comes to the rating agencies. Mr. Ayers explained each rating class has three ratings -- minus, neutral, and

plus -- and the wastewater utility is currently rated at AA, which is a positive rating.

Mayor Johnson questioned if continually seeking the next highest rating percentile becomes counterproductive at some point and asked staff to look into what savings the City would realistically see when it comes to refinancing.

In response to Council Member Kuehne, Mr. Schwabauer stated the City has two agreements relating to water supply: one with Woodbridge Irrigation District (WID) for the main supply; and the other with North San Joaquin Water Conservation District (NSJWCD) for the purchase of water in years that NSJWCD has water allocations. Mr. Schwabauer stated the City is using all of the water that WID allocates and no water has been purchased from NSJWCD since the agreement was made because it has not had water allocations. WID allocates 6,000 acre feet of water, which the City continues to pay for and bank for later use, and the City can purchase another 1,000 acre feet from NSJWCD when it is available. In response to Council Member Kuehne, Mr. Swimley stated over 40,000 acre feet of water is banked with WID, and Mr. Schwabauer stated the City currently uses 12,000, which leaves four to five years of banked water for future use. The City has 10 to 20 years after the expiration of the agreement to draw down water, after which the City can no longer purchase water. Mr. Schwabauer confirmed the City has not lost a drop of the WID water. Lodi began purchasing water from WID in 2003, but the City did not construct the water treatment plant until 2012, and the banked water supply built up during the time it took for the City to decide how to apply the water.

In response to Council Member Nakanishi, Mr. Schwabauer stated prior to the WID water, the City was using well water and drawing down the water table each year; therefore, Council made the decision to ensure a sustainable water supply, which took Council a significant amount of time to finalize.

In response to Council Member Kuehne, Mr. Schwabauer stated he believed the price of \$200 per acre foot from WID is a good deal. The reasons for the lower price of \$100 per acre foot from NSJWCD are that the water is not from a reliable supply; NSJWCD has been unable to utilize its water for most of its existence and cannot draw down its 20,000 acre feet; and the Board was threatening to take away its water rights. The City took advantage of the situation and negotiated a favorable purchase price in this agreement.

In response to Council Member Nakanishi, Mr. Schwabauer stated the City did not need the water for supply purposes, but it was necessary to ensure the water supply was sustainable. The \$100 per acre foot is what it would cost the City to pump water from the ground, and this agreement provides money to NSJWCD while placing no burden on Lodi's rate payers.

In response to Council Member Kuehne, Mr. Swimley stated the bad debt write off of 0.3 percent of sales is a respectable number, adding it was previously higher. In response to Council Member Kuehne, Mr. Ayers stated he would provide Council with comparison figures against other communities on bad debt write off.

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the quarterly update of the Electric Utility Department (EUD). Specific topics of discussion included electric utility fund cash flow summary, electric utility reserve policy, electric utility funds cash balances, power sales, energy cost adjustment revenue, electric utility fund operating results, power supply costs, bad debt write off, load coverage, and electric utility activities.

In response to Council Member Kuehne, Mr. Ayers stated the rating for the electric utility fund is A-, which is better than the rating from a decade ago when it was BBB. Mr. Ayers stated Council has not weighed in on a desired range for this fund, but as a member of Northern California Power Agency (NCPA), Lodi's rating has an impact on NCPA financing and is considered in any project. Improvement in a rating can be shown through consistency -- increases in revenues, reserves, and cash balances -- and what Council does with the rates.

In response to Council Member Nakanishi, Ms. Kirkley stated she was unsure of PG&E's structure and how it handles reserves. Mr. Schwabauer stated PG&E is regulated by the Public

Utilities Commission and is likely required to have a reserve in place.

In response to Mayor Johnson, Ms. Kirkley stated following the bid process for the new substation transformer, staff will have a better feel for whether or not the \$1 million contingency reserve is adequate or not.

In response to Mayor Johnson, Mr. Ayers stated NCPA financing experts have indicated they would like to see Lodi's rating raised to a higher level.

In response to Council Member Kuehne, Ms. Kirkley stated the solar surcharge fund is revenue collected from customers to fund solar rebates, it is a separate line item on the bill, and it is based on Council direction in response to the solar mandate. Throughout the calendar year, the fund is depleted in rebate form to customers with approved solar interconnection agreements.

In response to Council Member Kuehne, Ms. Kirkley stated there are 48 budgeted personnel in EUD.

In response to Council Member Nakanishi, Ms. Kirkley stated the ten-year forecast from NCPA includes Lodi's share in generation projects, as well as future power contracts and projections based on load forecast.

Council Member Kuehne stated salaries appear to be significant in the EUD, to which Ms. Kirkley stated much of the salary costs are in benefits and overtime. Mr. Schwabauer added lineworkers make roughly \$100,000 a year in salary and is typically a high-paid group of employees, mostly because this class is driven by overtime. In comparison, Roseville and SMUD lineworkers make \$300,000 to \$350,000, which is much higher than Lodi.

In response to Council Member Kuehne, Mr. Ayers stated NCPA collects comparison data on bad debt write off and Lodi is in the middle range.

Engineering & Operations Manager Jay Marchesseault reported in August Council approved retrofitting the Cobra street lights throughout the City, the audit is complete, and the project will commence in the southeast corner of town, working north and west. The map is posted on the City's website, and rate payers were notified of the project in the latest bill insert. He estimated the project will take two months to complete and will upgrade 5,465 street lights. Ms. Kirkley added the next project will be the retrofit of the decorative street lights.

In response to Council Member Kuehne, Mr. Swimley stated the downtown uprights should commence around December 4.

Business Manager Adam Brucker reported the residential energy audit program has provided assistance to 35 homes, installed hundreds of electric and water savings measures, and has received positive feedback. He stated customers are excited about the direct install measures, and he expects to see another 35 to 40 customers in December. The approved budget for the solar program in the upcoming year is \$550,000. Mr. Brucker reported the application period will begin in January and there is typically more interest than there are funds, in which case the funds are distributed via lottery drawing. Funding is capped at a maximum of \$7,000 for residential solar and \$40,000 for commercial. Last year, there were four commercial rebate applications, with only three ultimately installing a system. He anticipates five applications in the coming year; therefore, \$200,000 of the funding has been set aside for commercial rebates with the remainder available to residential customers. Mr. Brucker stated there is flexibility in the funding if there is not enough interest in the commercial rebate.

In response to Council Member Nakanishi, Mr. Brucker stated interested parties first submit an application along with information on the proposed system for installation. Once the rebate is approved, the applicant can move forward with the permitting process and installation, followed by the rebate request. He stated some ultimately choose not to move forward with the solar project.

In response to Mayor Pro Tempore Chandler, Rates & Resources Manager Melissa Price stated a majority of the applicants were funded and estimated roughly 20 people were unable to participate in the program.

Council Member Kuehne stated the maximum of \$7,000 per applicant seems high, adding Lodi's cap is \$2,000 to \$3,000 more than surrounding communities. He suggested reducing the cap to \$5,000 in order to greater disburse the funding. Mr. Brucker agreed the cap is a more generous rebate than others and pointed out not every customer receives the full rebate amount because it ultimately depends on the output and size of the system. In further response, Mr. Brucker stated solar customers are also eligible for a Federal tax credit, but the City does not provide advice to customers on that program.

In response to Council Member Kuehne, Mr. Schwabauer stated solar systems can operate under a net- or co-metering system. Net-metering, which is required on homes, is when kilowatt production is netted against kilowatt usage; however, this method does not allow EUD to recover its full cost of infrastructure and maintenance. There are ways to address the issue, such as how much the City will pay for excess power, which is decided by Council. Co-metering is possible for commercial customers and solar customers over 10 kilowatts. Ms. Kirkley added the specifications were amended to require all installations beginning October 1 to "grid tie" using two meters: one to register load and one to register solar generation. She stated she hopes future legislation will allow solar generation to meet renewable portfolio standards requirements. Mr. Schwabauer stated Lodi is ahead of the curve and, as more solar customers come online, there will be a strong impetus to end the subsidization of solar and allow for co-metering.

Council Member Kuehne questioned what the process is to reduce the maximum rebate amount from \$7,000 to \$5,000, to which Mr. Schwabauer replied staff will analyze the issue and research what other communities are doing. Council Member Kuehne stated he would like to see this amendment in place before the program kicks off for the next fiscal year. Mr. Brucker stated in order to do so, an item would need to come before Council prior to the January application period.

In response to Mayor Pro Tempore Chandler, Mr. Schwabauer stated the City offered a light emitting diode Christmas light replacement program five years ago, and Mr. Brucker added the program can be considered again.

Mr. Brucker further reported staff is researching the use of social media to connect better with customers. Some communities utilize FaceBook and Twitter to enhance service, which requires significant staff time. Staff realizes the value in disseminating information quickly to customers and at this time is moving forward with an Electric Utility FaceBook page.

Mayor Johnson requested staff explore the possibility of hiring a permanent or contract employee to work with all City departments on social media, stating it would likely save money in the long run. Council Member Kuehne agreed with the suggestion.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:23 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, DECEMBER 2, 2015**

- C-1 Call to Order / Roll Call - N/A
- C-2 Announcement of Closed Session - N/A
- C-3 Adjourn to Closed Session - N/A
- C-4 Return to Open Session / Disclosure of Action - N/A
- A. Call to Order / Roll Call

The Regular City Council meeting of December 2, 2015, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

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

B. Presentations

B-1 Presentation to Retiring Members of Boards, Committees, Commissions, and Task Forces (CLK)

Mayor Bob Johnson presented certificates of recognition to the following retiring members of boards, committees, commissions, and task forces:

Greater Lodi Area Youth Commission

Adult Advisor: Cynthia Rodriguez

Lodi Arts Commission

Nancy Carey

Recreation Commission

David Akin (accepting on behalf of Mr. Akin, who passed away earlier this year, was Jeanine Mastel, representing the family)

Unable to attend were the following individuals: Greater Lodi Area Youth Commission Student Appointees - Daniel Anaforian, Josh Baumbach, Simaron Dhillon, Madison Litton, Andrew Moton, and Ryan Ozminkowski; Recreation Commission - Rick Morgan and Barbara Wardrobe-Fox; and Senior Citizens Commission - Susan Cook and Mark Sey.

B-2 Presentation of Mayor's Community Service Award (CLK)

Mayor Johnson presented the Mayor's Community Service Award to Fred and Marty Weybret with the Lodi News Sentinel and John Ledbetter with the Hutchins Street Square Foundation, Lodi Community Foundation, and the Homeless Solutions Committee.

Fred Weybret relayed how purchasing the newspaper over 50 years ago was the best thing that happened to him and what a wonderful community Lodi is to live in, raise a family, and make friends. He thanked the Mayor for this honor and recognition, adding that he hoped he was able to give back to the community by way of public service.

Marty Weybret thanked his wife, Christy; expressed his joy in raising his children in Lodi; and thanked the readers for their loyalty and desire to be knowledgeable on local events, politics, and activities.

John Ledbetter stressed it was the community that came forward to create solutions for the homelessness issue. He hopes their efforts will make a difference in Lodi and stated he was proud to represent them. Mr. Ledbetter accepted this recognition on behalf of the many individuals involved with this effort.

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

Council Member Mounce made a motion, second by Mayor Pro Tempore 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: Mayor Pro Tempore Chandler, Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$3,435,073.31 (FIN)

Claims were approved in the amount of \$3,435,073.31.

C-2 Approve Minutes (CLK)

The minutes of November 17, 2015 (Shirtsleeve Session) were approved as written.

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.

Dave Kirsten, Pat Patrick, and Michael Carouba presented the Mayor with a plaque in recognition of his dedication and service to the City of Lodi, particularly in the areas of business retention and expansion, educating others about City functions and resources, and hands-on involvement in issues facing the City.

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

Council Member Nakanishi commended the Mayor on selecting outstanding individuals to receive the Mayor's Community Service Award, stating they were very deserving of the recognition and are icons in this community.

Council Member Mounce reported on her participation at the League of California Cities League Leaders event last week in Sacramento. Leaders across the state discussed issues of importance in California and what the League should advocate for in the upcoming years. The 2016 goals include: increasing funding for critical transportation and water infrastructure; improving housing affordability; and updating the local government tax structure to respond to the new economy and stimulate economic growth. Council Member Mounce stated she was privileged to serve the League as the First Vice President.

Council Member Kuehne reported Congress passed legislature that funds highways for five years. He participated in the dedication at Fire Station 2 earlier in the day, stating it was a vast improvement to the current run-down building. The facility has four bedrooms that sleep three to a room with Murphy beds and has male and female locker rooms, living room, and kitchen. Council Member Kuehne reported he attended Reverend David Hill's retirement reception. Reverend Hill was a pastor in Lodi for 33 years and also served as Chaplain in the Lodi Police Department.

Mayor Johnson welcomed and introduced Charlie Swimley who is serving as the Interim Public Works Director following the retirement of Wally Sandelin. Mr. Swimley has been with the City for almost 16 years, and Mayor Johnson expressed confidence in his abilities.

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

City Manager Schwabauer presented a PowerPoint presentation highlighting the many City accomplishments by department over the 2015 year. Mr. Schwabauer thanked Council for its support and leadership, which was critical in successfully accomplishing all of these projects.

G. Public Hearings - None

H. Communications - None

I. Regular Calendar

NOTE: Items I-1 and I-2 were discussed and acted upon as one item.

NOTE: City Attorney Magdich and City Clerk Ferraiolo left the dais and vacated the room at 7:38 p.m., returning to the dais at 7:43 p.m. following the conclusion of Items I-1 and I-2. Deputy City Clerk Pamela Farris recorded the proceedings of Items I-1 and I-2.

I-1 Adopt Resolution Adjusting City Attorney Compensation AND I-2 Adopt Resolution Adjusting City Clerk Compensation

Mayor Johnson reported that Council conducted evaluations of all three Council Appointees: City Manager, City Attorney, and City Clerk. Following the process, Council expressed its satisfaction with the performance of all three Appointees and recommended salary adjustments for the City Attorney and City Clerk, as further detailed in the staff report.

Council Members Mounce and Nakanishi and Mayor Pro Tempore Chandler all expressed support for the compensation adjustments.

Council Member Mounce made a motion, second by Council Member Kuehne, to adopt the following resolutions:

- . Resolution No. 2015-214 adjusting the City Attorney compensation; and
- . Resolution No. 2015-215 adjusting the City Clerk compensation.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances

J-1 Ordinance No. 1918 Entitled, "An Ordinance of the Lodi City Council Levying and Apportioning a Special Tax in Zone 1 of the City of Lodi Community Facilities District No. 2007-1 (Public Services) as Provided in Resolution No. 2015-89" (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1918 entitled, "An Ordinance of the Lodi City Council Levying and Apportioning a Special Tax in Zone 1 of the City of Lodi Community Facilities District No. 2007-1 (Public Services) as Provided in Resolution No. 2015-89," which was introduced at a regular meeting of the Lodi City Council held November 18, 2015.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K. Reorganization of the City Council

K-1 Presentation to Outgoing Mayor

City Manager Schwabauer made a presentation to outgoing Mayor Johnson, after which Mayor Johnson thanked his family, friends, staff, supporters, and community.

K-2 Reorganization of the Lodi City Council: a) Election of Mayor; and b) Election of Mayor Pro Tempore

NOMINATION(S) FOR MAYOR:

Council Member Kuehne made a motion, second by Council Member Johnson, to nominate Council Member Chandler to the office of Mayor. There being no further nominations for the office of Mayor, the nominations were closed.

VOTE:

In regard to the nomination of Council Member Chandler to the office of Mayor, the motion carried by the following vote, thereby adopting Resolution No. 2015-216.

Ayes: Council Member Chandler, Council Member Johnson, Council Member Kuehne, Council Member Mounce, and Council Member Nakanishi

Noes: None

Absent: None

NOMINATION(S) FOR MAYOR PRO TEMPORE:

1) Council Member Johnson made a motion, second by Mayor Chandler, to nominate Council Member Kuehne to the office of Mayor Pro Tempore.

There being no further nominations for the office of Mayor Pro Tempore, the nominations were closed.

VOTE:

In regard to the nomination of Council Member Kuehne to the office of Mayor Pro Tempore, the motion carried by the following vote, thereby adopting Resolution No. 2015-217.

Ayes: Council Member Johnson, Council Member Kuehne, Council Member Nakanishi, and Mayor Chandler

Noes: Council Member Mounce\*

Absent: None

NOTE: The call for "no" votes on this motion was not made, which did not allow an opportunity for members of the Council to declare dissent. Council Member Mounce contacted the City Clerk's Office the following day to state that her vote on this motion was "no" and should be indicated as such on the record.

Mayor Chandler thanked his family, friends, staff, and supporters for their support and assistance. In addition to the accomplishments highlighted by the City Manager earlier, other achievements over the past year include the Amgen tour, hiring the new Police Chief and additional police officers, and new ownership at Lodi Memorial Hospital. Continuing challenges facing Lodi are the retenanting of the General Mills facility, industrial infrastructure, enhancement of job skills for youth, Vision 2020 implementation, homelessness, and improvement of public safety in the areas of gang activity and crime. Mayor Chandler stated that his priority list includes tourism development, economic development, and City budget and congratulated Dave Phillips on being rated the No. 2 wine on the 100 greatest wines list.

L. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:55 p.m. in memory of Donald Phillips, who passed away on November 12, 2015.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, DECEMBER 15, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, December 15, 2015, commencing at 7:00 a.m.

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

Absent: Council Member Mounce

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

B. Topic(s)

B-1 Presentation and Discussion Regarding TASER Body Cameras (PD)

Lodi Police Sergeant Eric VerSteege provided a PowerPoint presentation regarding body cameras. Specific topics of discussion included the need for body cameras, considerations, recommendation, Flex versus Axon, TASER Axon video, local TASER users, cost, reasons TASER is superior, how the system works, and research and evaluation.

In response to Council Member Johnson, Sgt. VerSteege confirmed that Lodi Police Department vehicles are not equipped with dashboard cameras. With regard to pre-event recording, Sgt. VerSteege explained that, if an officer witnesses an event, once he pushes the record button on the body camera, he can capture the previous two minutes leading up to the event.

In response to Mayor Chandler, Sgt. VerSteege explained that the camera is always recording, but the video is not stored until the record button is activated. City Manager Schwabauer further explained that if the record button is not pushed within two minutes, the system discards the video.

In response to Mayor Pro Tempore Kuehne, Sgt. VerSteege stated that videos cannot be edited.

In response to Council Member Nakanishi, Sgt. VerSteege stated that videos can be deleted; however, it is an involved process that requires high-level administrative review, authority, and ability to do so; officers will not have the power to delete videos. In further response, Sgt. VerSteege stated that the Department preference is to store the data in the Cloud versus local storage. Council Member Nakanishi questioned what local authorities, such as Stockton, Tracy, Sherriff, and California Highway Patrol (CHP), are using for body cameras, to which Sgt. VerSteege responded that Stockton is still in the testing phase, Manteca is using and is pleased with the TASER cameras, the local district attorneys are highly satisfied with the quality of the TASER videos, and he was uncertain about the status of the Sherriff's Department and CHP, but he believed those agencies were a long way off from making a selection.

In response to Council Member Johnson, Sgt. VerSteege stated that the Department is looking to purchase 75 cameras and docks, which will provide a system for each of the 71 officers, while leaving extras should one break or malfunction or for equipping Animal Control and Code Enforcement Officers. He stated that the company will fix, replace, and maintain the equipment.

In response to Mayor Chandler, Sgt. VerSteege stated that the goal is to assign a camera to each officer so that videos can be labeled with the officer's name and to allow downtime for cameras to recharge and to download videos to evidence.com.

Council Member Johnson questioned why the cameras are equipped with a mute button, to which Sgt. VerSteeg responded that the policy on use of the mute button will be extremely restrictive in order to ensure complete transparency. He stated there may be rare circumstances requiring use of the mute button, such as discussions with a supervisor under tactical supervision, but for the majority of the time it will not be utilized and will be governed by policy. Sgt. VerSteeg added that videos will also be reviewed to ensure officers are behaving appropriately and recording events properly and will be used for training purposes. Sgt. Mike Kermgard added that the cameras can be initially set up to enable or disable use of the mute button under the permissions setting.

Council Member Johnson commented on a recent Sacramento Bee article, which reported that incidents have dropped dramatically and officers have a more conservative approach since the implementation of body cameras.

Mayor Pro Tempore Kuehne expressed support for body cameras, stating the price is reasonable when it comes to safety of the public and officers. He questioned if there was a way to estimate a potential savings from lawsuits as a result of the body cameras. Mr. Schwabauer stated it would be difficult to estimate a figure, but he believed it would significantly reduce the number of claims and could also help to resolve them more quickly, which would likely result in a savings. Additionally, the off-site storage and management of videos represents a significant savings to the City rather than assigning a high-level staff person to manage the policy. City Attorney Magdich concurred with the City Manager that the savings will likely pay for the cameras.

Captain David Griffin stated that the Department does not have the necessary manpower to manage the videos and, because this program is still in its infancy stage, it is unknown how much time will be needed in the future to manage videos once there are multiple years in storage. He stated that it will take significant staff time to review and delete videos, review videos for court cases, and blur faces if necessary.

In response to Mayor Pro Tempore Kuehne, Ms. Magdich stated that the minimum retention for videos is two years, but it will depend on the specific court case. Cpt. Griffin stated that videos will be tagged, which will help determine how long they should be maintained, and at the conclusion of two years, staff will review to determine how many are to be kept and how many can be destroyed. Some videos must be maintained for a longer period of time, or kept indefinitely, and will require additional storage. Ms. Magdich further stated that the videos cannot be edited, redacted, modified, or deleted; only faces can be blurred and the audio distorted. Mr. Schwabauer stated that this process will require a significant amount of staff time, and Ms. Magdich stated the policy will cover those areas and be limited to a small pool of individuals who will have access to manipulate videos. Sgt. VerSteeg added that the original video will always be maintained and the copy will be the version with blurred faces and distorted voices for use in court. He added that TASER also provides experts who can testify to the quality of videos and that they were not changed.

In response to Mayor Pro Tempore Kuehne, Sgt. VerSteeg stated that grant funding is available for body cameras; however, because it is restrictive and does not cover long-term costs, staff believes it is not beneficial to pursue and that the Department should be self sustaining in this regard. Mr. Schwabauer added that the Federal grants specific to body cameras have too many strings attached that require agencies to manage the program, store videos, and spend funds according to its guidelines, which leaves little room for local control of the program.

In response to Mayor Pro Tempore Kuehne, Deputy City Manager Jordan Ayers stated that the initial funding for body cameras comes from grant funding in the current year budget and some operational funding. He further explained that there are two different grants: one specific to body cameras, which the City is not pursuing; and one from generic grant money that the Department is applying toward the purchase of body cameras. The bulk of the generic grant has been appropriated, but some will be used to cover the cost of the cameras, which is on the Council agenda tomorrow evening. The future costs of \$60,000 per year can be funded through a combination of grant and operational funding, depending on the availability of grants.

Council Member Nakanishi expressed support for body cameras.

Council Member Johnson questioned if staff will return in the future with a plan for cameras in Police vehicles, to which Sgt. VerSteeg stated that not much research has been done on that so he could not quote a solid number, but TASER has an add-on feature that could accommodate it. Cpt. Griffin stated that staff felt the body cameras provided the best approach for the cost.

Myrna Wetzel expressed support for the recommendation, stating it was a positive step in assuring the safety of officers.

C. Comments by Public on Non-Agenda Items

City Manager Schwabauer informed Council that he will be attending the San Joaquin County Board of Supervisors' meeting later this morning regarding its item on the Groundwater Management Act. He will inform the Supervisors of the City's position and reference the \$60 million that Lodi's rate payers invested in its water sustainability. In reply to Mayor Pro Tempore Kuehne, Mr. Schwabauer stated he would report back to Council on the outcome of the meeting.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:48 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, DECEMBER 16, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of December 16, 2015, was called to order by Mayor Chandler at 6:30 p.m.

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

Absent: Council Member Mounce

Also Present: City Manager Schwabauer, Deputy City Attorney Fukasawa, and City Clerk Ferraiolo

C-2 Announcement of Closed Session

a) Actual Litigation: Government Code §54956.9; One Application; Virginia Elder v. City of Lodi; WCAB Case No. ADJ9165299 - 10/1/2013 (CM)

b) Actual Litigation: Government Code §54956.9. One Application; Kevin Brown v. City of Lodi; WCAB Case No. ADJ9388591 - 06/3/13 (CM)

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Chandler adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:51 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Chandler reconvened the City Council meeting, and Deputy City Attorney Fukasawa disclosed the following actions.

Items C-2a and C-2b were discussion and direction only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of December 16, 2015, was called to order by Mayor Chandler at 7:00 p.m.

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

Absent: Council Member Mounce

Also Present: City Manager Schwabauer, Deputy City Attorney Fukasawa, and City Clerk Ferraiolo

B. Presentations

B-1 Parks, Recreation, and Cultural Services 75th Anniversary (PRCS)

Management Analyst Anne-Marie Poggio presented information regarding the Parks, Recreation, and Cultural Services Department's 75th anniversary and highlighted the many activities and events planned for the year. There will be opportunities and prizes for corporate and individual sponsors, including priority seating at the Lodi Lake fireworks event. The celebration will kick off in January with a treasure hunt for two prizes, one of which is a kayak donated by Headwaters.

Anyone with questions about the events or those interested in being a sponsor were urged to contact the Parks, Recreation, and Cultural Services Department.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-1 Receive Register of Claims in the Amount of \$1,644,124.52 (FIN)

Claims were approved in the amount of \$1,644,124.52.

C-2 Approve Minutes (CLK)

The minutes of November 18, 2015 (Regular Meeting), November 24, 2015 (Shirtsleeve Session), and December 8, 2015 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume - Mid Plume PCE/TCE Groundwater Treatment Project (PW)

Approved the plans and specifications and authorized advertisement for bids for the Central Plume - Mid Plume PCE/TCE Groundwater Treatment Project.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 6 (PW)

Approved the plans and specifications and authorized advertisement for bids for the Water Meter Program Phase 6.

C-5 Adopt Resolution Authorizing City Manager to Procure LED Luminaires for Post Top Decorative Street Lights (\$500,000) (EU)

In response to Mayor Pro Tempore Kuehne, Engineering and Operations Manager Jay Marchesseault stated the decorative street light locations are scattered throughout town, mainly in residential areas and mostly on the east side of town. City Manager Schwabauer explained these particular decorative street lights are largely in the older, historic portions of Lodi. In further response, Mr. Marchesseault stated the light emitting diode (LED) lights cost half as much as the standard lights; the post top decorative lights tend to be located close together because they are only 12 feet high; and there are roughly 1,800 lights scheduled to be replaced.

In response to Council Member Johnson, Mr. Marchesseault stated there are only a few locations in the city that have a mix of the post top lights and the Cobra lights and staff will remove the Cobra lights in those areas where they coexist once the decorative lights are retrofitted.

In response to Mayor Pro Tempore Kuehne, Mr. Marchesseault stated the new LED lights will cast a bright, white light, similar to the Cobra head lights that were recently retrofitted, versus the yellow lights on some of the older post top lights.

Adopted Resolution No. 2015-218 authorizing the City Manager to procure LED luminaires for post top decorative street lights, in the amount of \$500,000.

- C-6 Adopt Resolution Awarding Bids for Purchase of Padmount and Polemount Transformers from HEES Enterprises, of Astoria, Oregon (\$327,500) and Pacific Utilities, of Concord (\$25,500) (EU)

Adopted Resolution No. 2015-219 awarding bids for the purchase of padmount and polemount transformers from HEES Enterprises, of Astoria, Oregon, in the amount of \$327,500, and Pacific Utilities, of Concord, in the amount of \$25,500.

- C-7 Adopt Resolution Authorizing Purchase of TASER Body Cameras for Lodi Police Department, Approving Execution of TASER Assurance Program Service Agreement, and Appropriating Funds (\$20,233) (PD)

Adopted Resolution No. 2015-220 authorizing the purchase of TASER body cameras for Lodi Police Department, approving execution of TASER Assurance Program Service Agreement, and appropriating funds in the amount of \$20,233.

- C-8 Adopt Resolution Awarding Contract for Animal Shelter Interior Improvements to BRM Construction, of Hollister (\$56,150) and Appropriating Funds (\$10,000) (PW)

Adopted Resolution No. 2015-221 awarding the contract for Animal Shelter Interior Improvements to BRM Construction, of Hollister, in the amount of \$56,150, and appropriating funds in the amount of \$10,000.

- C-9 Adopt Resolution Awarding Contract for Water Well Abandonment Project to Hedman Drilling, Inc., of Sacramento (\$80,000) and Appropriating Funds (\$48,000) (PW)

Adopted Resolution No. 2015-222 awarding the contract for the Water Well Abandonment Project to Hedman Drilling, Inc., of Sacramento, in the amount of \$80,000, and appropriating funds in the amount of \$48,000.

- C-10 Adopt Resolution Awarding Contract for Well 10C Rehabilitation Project to Zim Industries, Inc., of Fresno (\$110,385) (PW)

Adopted Resolution No. 2015-223 awarding the contract for the Well 10C Rehabilitation Project to Zim Industries, Inc., of Fresno, in the amount of \$110,385.

- C-11 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Lodi Electric Utility Strategic Planning Consulting and Facilitation with Hometown Connections International, LLC, of Lakewood, Colorado (\$104,000) (EU)

Adopted Resolution No. 2015-224 authorizing the City Manager to execute a Professional Services Agreement for Lodi Electric Utility strategic planning consulting and facilitation with Hometown Connections International, LLC, of Lakewood, Colorado, in the amount of \$104,000.

- C-12 Accept Improvements Under Contract for 2015 Pavement Surface Treatment Project (PW)

Accepted improvements under the contract for the 2015 Pavement Surface Treatment Project.

- C-13 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Task Order No. 3 with The Reed Group, Inc., of Sacramento, for Water Utility Financial Planning and Rate Setting Assistance (\$20,000) (PW)

Adopted Resolution No. 2015-225 authorizing the City Manager to execute Amendment No. 1 to Task Order No. 3 with The Reed Group, Inc., of Sacramento, for water utility financial planning and rate setting assistance, in the amount of \$20,000.

- C-14 Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for Additional

Construction Testing and Inspection Services for Water Meter Program Phase 5 and Appropriating Funds (\$100,000) (PW)

Adopted Resolution No. 2015-226 authorizing the City Manager to execute an amendment to the Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for additional construction testing and inspection services for Water Meter Program Phase 5 and appropriating funds in the amount of \$100,000.

C-15 Adopt Resolution Appropriating Funds for Lodi Lake Park - Boat Launch Facility Improvements (\$200,000) and Receive Update on Bid Results (PW)

This item was removed from the Consent Calendar by Council Member Nakanishi for discussion purposes.

In response to Council Member Nakanishi, Interim Public Works Director Charlie Swimley stated this project includes reconstruction of the existing boat ramp from wood to concrete, improvement of the ramp and dock, parking improvements, and stormwater improvements required to meet current construction standards. Mr. Swimley confirmed the Japanese garden is not scheduled for removal.

In response to Council Member Nakanishi, City Manager Schwabauer stated the long-term plan is to pave the park between the Japanese garden and the entrance to the back side of the lake, which was originally going to be funded with the purchase money from the water treatment plant. Unfortunately, this project is over bid and will utilize a portion of that funding; therefore, the paving project will be dependent upon the outcome of this project. Parks, Recreation, and Cultural Services Director Jeff Hood added there was a significant amount of money for capital improvements, but there was a high number of repairs that tapped into the funding source. He estimated the paving project is another two to three years out, but staff discussed this with Public Works to see if interim repairs can be done in the meantime. The cost of the boat launch project is more than anticipated, but it includes additional work outside the scope of the grant because the opportunity exists to also take care of some Americans with Disabilities Act improvements and necessary paving. In further response, Mr. Hood stated staff requested an extension with the State on the project completion date and, because of the number of changes within this State organization, he believed the State will likely grant the request because the delay was beyond the City's control.

In response to Council Member Johnson, Mr. Hood stated the extension is solely to request a continuation of the project completion date and staff will not be requesting additional funding. He stated he anticipates the project will begin in mid-January, the below-waterline work should be completed in February, and the remainder of the project should be completed in March or April.

Council Member Johnson made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-228 appropriating funds for Lodi Lake Park - Boat Launch Facility Improvements in the amount of \$200,000 and received update on the bid results.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-16 Adopt Resolution Approving Submittal of Grant Documents to California Governor's Office of Emergency Services and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests (PW)

Adopted Resolution No. 2015-227 approving the submittal of grant documents to the California Governor's Office of Emergency Services and authorizing the Transportation Manager to submit all necessary paperwork and reimbursement requests.

C-17 Set Public Hearing for January 6, 2016, to Consider Adopting Resolution Declaring Formation of a Groundwater Sustainability Agency Within Lodi City Limits (PW)

Set a public hearing for January 6, 2016, to consider adopting a resolution declaring the formation of a Groundwater Sustainability Agency within Lodi city limits.

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.

Susie Rabusin, representing the Citizens Against Lodi Electric Utility Rates and Charges FaceBook group, questioned if any further progress has been made on the citizens' concerns regarding utility rates and costs. She expressed that some movement has been made, but there is still much that has not been addressed. Ms. Rabusin believed there was a better way to supplement the general fund than with utility dollars and urged the City to pay the utility fund first and to make rates more affordable.

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

Council Member Nakanishi wished everyone a Merry Christmas and Happy New Year.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Chandler called for the public hearing to consider adopting a resolution setting pre-approved Engineering News Record Adjustment Index for usage-based and flat water rates for residential, commercial, and industrial customers.

Interim Public Works Director Charlie Swimley provided a PowerPoint presentation regarding water rates. Specific topics of discussion included water rate setting, recommendation, seven-year summary, recommended water flat rates, residential metered water rates, metered residential rate change, local rate comparisons, and regional rate comparisons.

In response to Council Member Nakanishi, Mr. Swimley stated roughly two-thirds of the residents are on the metered rate.

In response to Mayor Pro Tempore Kuehne, Mr. Swimley stated most residents, approximately 70 percent, are in the Tier 2 metered rate structure. Mr. Swimley explained the Tier 1 structure are those who utilize water for basic living purposes with minimal, to no, irrigation. In further response, Mr. Swimley confirmed that, for this last year of the rate structure, the rate decreased for those on meters. City Manager Schwabauer added that, some time ago, a program was implemented to increase certain classes to make the rates more equitable for residential classes.

Mr. Swimley clarified a discrepancy in the staff report that erroneously reported the new metered

rate as \$2.42; the correct rate is \$2.11, which for the average user will result in a decrease.

In response to Mayor Chandler, Mr. Swimley stated he could not estimate the reason behind the wide range in water rates among the various communities, but explained there are costs associated with pumping water from the ground and purchasing water and each agency has varying portfolios. Mr. Schwabauer stated agencies who operate 100 percent from groundwater have lower rates because they are not purchasing or treating water. Some agencies have treatment costs or debt repayment for treatment plants that are calculated into the rate, thereby making it higher, and those who do not have a reliable water supply or have not yet worked toward meters and the mandate to reduce water will ultimately be forced to raise rates to address those issues.

In response to Council Member Nakanishi, Mr. Swimley stated Stockton has metered water rates.

Mayor Chandler opened the public hearing for public comment.

In response to Susie Rabusin, Mr. Swimley stated there are 7.48 gallons in a cubic foot.

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

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to adopt Resolution No. 2015-229 setting pre-approved Engineering News Record Adjustment Index for usage-based and flat water rates for residential, commercial, and industrial customers.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

H. Communications

H-1 Post for Two Vacancies on the Site Plan and Architectural Review Committee (CLK)

Council Member Johnson made a motion, second by Council Member Nakanishi, to direct the City Clerk to post for the following vacancies:

Site Plan and Architectural Review Committee

Tim Litton, term to expire January 1, 2016

Roger Stafford, term to expire January 1, 2016

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

H-2 Monthly Protocol Account Report (CLK)

Council Member Johnson made a motion, second by Council Member Nakanishi, to approve the monthly Protocol Account Report through November 30, 2015.

VOTE:

The above motion carried by the following vote:

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

Noes: None  
Absent: Council Member Mounce

- I. Regular Calendar - None
- J. Ordinances - None
- K. Reorganization of the Following Agency Meetings: 1) Lodi Public Improvement Corporation; 2) Industrial Development Authority; 3) Lodi Financing Corporation; and 4) Lodi Public Financing Authority

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to adopt the following resolutions: Resolution No. LPIC2015-01 reorganizing the Lodi Public Improvement Corporation; Resolution No. IDA-38 reorganizing the Industrial Development Authority; Resolution No. LFC-25 reorganizing the Lodi Financing Corporation; and Resolution No. LPFA2015-01 reorganizing the Lodi Public Financing Authority.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

- L. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:38 p.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, DECEMBER 22, 2015**

The December 22, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, DECEMBER 29, 2015**

The December 29, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for 2016 Crack Sealing, West Lodi Avenue

**MEETING DATE:** January 6, 2016

**PREPARED BY:** Interim Public Works Director

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**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for 2016 Crack Sealing, West Lodi Avenue.

**BACKGROUND INFORMATION:** This project consists of crack sealing approximately 580,000 square feet of West Lodi Avenue (Lower Sacramento Road to Union Pacific Railroad tracks). The primary cause of asphalt failure is water infiltration into the street subgrade. Crack sealing is one of the most basic, and important, preventive street maintenance practices. This contract is intended to supplement work performed by Street Division crews to maximize the street area sealed each year.

The specifications are on file in the Public Works Department. The planned bid opening date is January 27, 2016. The project estimate is \$50,000.

**FISCAL IMPACT:** By increasing the crack sealing effort, the useful life of City streets will be extended.

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

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Charles E. Swimley, Jr.  
Interim Public Works Director

Prepared by Sean Nathan, Associate Engineer  
CES/SN/tb  
cc: Utility Superintendent

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



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees

**MEETING DATE:** January 6, 2016

**PREPARED BY:** Interim Public Works Director

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**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for rental and cleaning of uniforms for certain field and warehouse employees.

**BACKGROUND INFORMATION:** A uniform service has been used for the rental and cleaning of uniforms for certain field and warehouse employees since 1992. The current contract was awarded in 2011 and all extensions included in the contract have been exhausted. The current contract expires on June 30, 2016.

The new contract will again include uniforms for Facilities Services, Fleet Services, Streets, Water/Wastewater, Parks division employees and for certain staff at the Surface Water Treatment Plant, White Slough Water Pollution Control Facility, and Community Center, as provided in the memorandums of understanding. Rags, towels, and floor mats used in the various shops and buildings will also be part of this contract.

The specifications are on file in the Public Works Department at the Municipal Utilities Service Center. The planned bid opening date is February 10, 2016.

**FISCAL IMPACT:** This expense will be budgeted yearly in various operating accounts.

**FUNDING AVAILABLE:** Contract will be budgeted and paid out of the various department's operating accounts (10051000, 65055000, 30156001, 53053001, 53053003, 56052001, 56052005, 20072300, 20073001, 20072202, 20072203, 20071402)

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Charles E. Swimley, Jr.  
Interim Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst  
CES/RAY/trb

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



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Purchase of Megger Relay Test System from Megger USA, of Dallas, Texas (\$50,200)

**MEETING DATE:** January 6, 2016

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the purchase of a Megger Relay Test System, from Megger USA, of Dallas, Texas, in an amount not to exceed \$50,200.

**BACKGROUND INFORMATION:** The Electric Utility (EU) utilizes several protective measures to ensure high reliability and safety, while at the same time protecting power transformers and the distribution system from catastrophic failure.

Power transformers are large units within the EU substations that transform electricity from 60,000 Volts, to 12,000 Volts, which is then distributed to end-users. Power transformers are also the threshold for determining EU's largest contingency component of the capital reserve target. To safeguard this investment against catastrophic failure, the EU utilizes standard industry practice by installing relays that perform protective tasks.

The utility industry has not standardized on a specific type of relay or test equipment; however, the EU uses relays that include antiquated technology in the form of an electro-mechanical design as well as modern microprocessor-based technology. The EU utilizes test equipment that is incapable of testing all relays in the system; in addition, it is technology stale, requiring the use of antiquated computers and operating systems that are no longer supported. Testing relays is an industry best practice, as well as a regulatory requirement.

The Megger SMRT36 will enable staff to test all relays within EU's system, including relays that will be required for a future transmission system expansion. The Megger SMRT36, operates as a stand-alone unit which does not require a computer interface. This stand-alone design avoids the drawback of obsolete operating systems and additional computers that are needed to operate the test system.

In evaluating options, due diligence resulted in an opportunity to purchase a demonstration Megger SMRT36, with a 90-day manufacturer warranty, at a 25-percent discount from retail price. This unit is sold on a first-come-first-serve basis.

Consistent with Lodi Municipal Code Section 3.20.070(5), "Bidding shall be dispensed when the city council determines that the purchase or method of purchase would be in the best interest of the city."

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

Staff recommends the purchase of a demonstration Megger Relay Test System SMRT36, for the negotiated price as indicated on Exhibit A.

Megger Relay Test Set SMRT36	Estimated Tax	Estimated Shipping	Grand Total
Retail \$61,865.00	\$4,949.20	\$50.00	\$66,864.20
Demo \$46,398.75	\$3,711.90	\$50.00	\$50,160.65

**FISCAL IMPACT:** The total cost is estimated at \$50,160.65.

**FUNDING AVAILABLE:** Included in FY2015/16 Budget Account No. 50064200.

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Jordan Ayers  
Deputy City Manager/Internal Service Director

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Charles J. Berry, Electric Utility Superintendent

EAK/CJB/ke

## QUOTATION

Lodi Electric 1331 S Ham Lane  Lodi CA 95242 United States (209)333-3141 (Ph) (209)339-0851 (Fax)  <b>Attn: Chuck Thompson</b>	<b>Megger Quote No:</b> ISDQ56524-03 <b>Date:</b> Dec 16, 2015 <b>Your Ref:</b> RFQ - SMRT36 <b>Quotation Validity:</b> 30 Days <b>Payment Terms:</b> NET 30 Days <b>Currency:</b> US Dollars <b>Freight Terms:</b> EXW: Factory: Dallas, TX <b>Destination:</b> United States
Shipment subject to change due to demand. Payment Terms are subject to credit verification. If Tax-exempt, certificate is required with purchase	
<b>Please reference our Quote No. on all correspondence</b>	
<b>Thank you for your inquiry. We are pleased to submit the following Quotation subject to Megger Terms and Conditions.</b>	

Item	Qty	Part Number	Description	Unit Price	Total Price	Lead Time
	1	XFSMRT36-30P1F1A1	Like New Megger Relay Test System SMRT36 - includes: 30 Ampere continuous, 60 Ampere max output capability per channel, 3 Voltage / Current Channels, STVI, with Extra Binary I/O and BAT SIM, Bluetooth, IEC 61850, Standard American 15-Amp Power Cord, and test leads. Also includes Transducer Test Feature and AVTS Basic Software. ***Includes 90 Day Warranty***	\$46,398.75	\$46,398.75	
	1	DA-FRT	Ground freight cost, shipping from postal code 75237 to 95242	\$50.00	\$50.00	

\*\*\*Please note our annual factory shutdown is from Dec 25th through Jan 4th. Lead times for product(s) do not include this shutdown time \*\*\*

\*Freight will be prepaid and added to your invoice, unless you choose to supply Megger with your collect account information, at the time of order.

- Notes:
- Cancellations are subject to a minimum 20% restocking fee.
  - One instruction manual included when applicable; additional copies are subject to charge.
  - Minimum order amount: \$125.00 USD.
  - Any test reports or other special documentation required must be requested at time of inquiry and may be subject to charge.
  - Delivery lead times quoted by Megger are ex-factory unless otherwise noted. Megger will not be responsible for late delivery penalties unless Megger has been advised in the quotation stage that such a condition exist and it has been agreed to in writing.
  - Inspections by client representatives or third party contractors add to the delivery time and should be documented in the bid stage.

Once you've reviewed the enclosed information, should you have any questions or require additional information, please call me or contact our Technical Sales Representative in your area, Sierra Utility Sales Inc, Santa Cruz CA, at 831-464-2250

On behalf of Megger



Antonio Plascencia

Inside Sales Representative

214-330-3552

antonio.plascencia@megger.com

**TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS:** In these terms and conditions Megger will be referred to as the "Seller," the materials, goods and services to be furnished will be referred to as the "Goods," and the person or firm purchasing the Goods will be referred to as the "Buyer," and the Customer Acknowledgment or Invoice to which these Terms and Conditions of Sale are attached will be referred to as the "Agreement."

These Terms and Conditions of Sale shall supersede the terms of the Buyer's purchase order or contract in the event of contradiction or inconsistency herewith, and no other terms, agreements, or customs inconsistent herewith shall be binding upon the Seller. All orders are subject to acceptance by Seller at its principal place of business, 4271 Bronze Way, Dallas, Texas.

**2. PRICES AND TERMS:** (A) Domestic-Terms of payment for domestic shipments are net 30 days from the date of shipment. In the event shipment is delayed by the Buyer the terms of payment are net 30 days from the date of notification to the Buyer that equipment is ready for shipment. (B) Export-Acceptance of export sales cannot be made unless the Buyer (regardless of nationality) provides an irrevocable Letter of Credit drawn on a United States bank as specified by the Seller except where other arrangements have been accepted in writing by Seller, and payable in U.S. funds upon presentation of original invoice and Bill of Lading noting shipment from plant facility

**NOTE 1:** Buyer shall pay interest on all past due amounts at the lower of (a) one and one-half percent (1-1/2%) per month, or (b) the maximum nonusurious rate permitted by applicable law. Buyer agrees to pay all agency or attorney fees and court costs should it become necessary in the collection of delinquent payments.

**NOTE 2:** Unless otherwise agreed by Seller in writing, Buyer may not retain payment of any portion of the sales price. If Buyer disputes the accuracy of any portion of any invoice, Buyer may not withhold payment of the disputed amount, but shall promptly notify Seller specifying the amount in dispute and the reason therefor. Buyer will make timely payment of all amounts, including those in dispute. The parties will promptly attempt to resolve the dispute and, upon resolution, Seller will promptly pay any amounts due Buyer.

**NOTE 3:** Partial shipment and payment therefore will be allowed unless specifically excluded by the Buyer and agreed to by the Seller.

**3. PAYMENT:** (A) Payments are made in United States currency to Seller at the office of the corporation in Dallas County, Texas. (B) Payments of each invoice covering partial shipments shall become due in accordance with this Agreement. If Seller shall be delayed in shipment of the contract by action or inaction of the Buyer, Seller may store the Goods for Buyer's account and risk. See Paragraph No. 10. (Material Storage).

**4. TAXES:** Prices do not include sales, use, excise, added value, or any other direct tax of a similar nature of federal, state, county, or municipal origin, nor do prices include any such tax imposed by government units outside the United States. If Seller should be required to collect and/or pay such taxes, the Buyer shall reimburse the Seller for full amount.

**5. DELIVERY:** Prices are quoted Ex-Factory of Origin, unless otherwise agreed in writing, and delivery to a transportation company properly consigned, shall constitute delivery to the Buyer

**6. CRATING: PASSAGE OF TITLE, AND INSPECTION:** Unless otherwise specified Goods for domestic shipment will not be crated. Title to the Goods covered by this Agreement will pass to the Buyer at the time of delivery of the shipment to the transportation company, subject to the security interest therein reserved in Paragraph No. 12 hereof, and inspection of such Goods will be at destination unless otherwise specified herein.

Unless otherwise agreed in writing, Buyer and carrier are responsible for Goods lost or damaged in transit.

**7. DELAYS:** Seller shall not be liable for any loss, delay default or damage resulting from any cause beyond its reasonable control, including without limitation, war, governmental regulation or interference, act of God, fires, floods, accident, damage to its plants, epidemics, quarantine restrictions, strikes, lockouts, insurrection, riot, embargoes, interruption of transportation facilities, and failure of suppliers to meet delivery schedules,

**8. CHANGES:** Changes requested of this Agreement will be reviewed for price adjustment and will be subject to acceptance by Seller.

**9. CANCELLATION:** This order may be canceled only upon written request and must be with Seller's consent. Cancellation charges are calculated as a percentage of the invoice price as follows:

- 5.0% 6 weeks or more prior to confirmed ship date.
- 10.0% 4-6 weeks prior to confirmed ship date.
- 15.0% 2-4 weeks prior to confirmed ship date.
- 20.0% 2 weeks or less prior to confirmed ship date.

**10. MATERIAL STORAGE:** In the event Buyer is not in position to receive shipment of the Goods by the previously requested or agreed upon shipping date, Seller will not be required to hold or store such Goods for a period of more than fifteen (15) days unless a charge of 1 % of the selling price is authorized per month of storage thereafter.

**11. RETURNED GOODS:** Authority to return Goods (must be obtained) from and authorized official of the Seller. All return shipments must have transportation charges prepaid. Any Items returned by the Buyer for reason of his own is subject to a 20% restocking charge. Additional charges for reworking or replacement of parts will be assessed where necessary.

**12. CREDIT:** Seller reserves the right to require adequate security from the Buyer before continuing work whenever Seller believes the Buyer's credit is (in the Seller's opinion) impaired. It is agreed that to better secure payment of the amounts hereon, Seller shall have and retain a security interest in all Goods sold to the Buyer pursuant to this Agreement, and Buyer agrees to sign Financing Statements and other notices to establish the security interest held by Seller in accordance with the Uniform Commercial code or such other requirements for the perfection of a security interest in all such goods. The Buyer hereby agrees that this order may be filed as a financing statement pursuant to the Uniform Commercial Code. It is further agreed that until the entire purchase price has been paid, the Goods shall remain personal property and shall not become a part of the real estate or a fixture thereon and shall be subject to all statutory rights regarding personal property.

**13. ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Buyer may not assign its rights under the Agreement without prior written consent of the Seller.

**14. PATENTS:** Seller does not warrant that the use by the Buyer of Goods sold, or articles or materials made therefrom alone or in combination with other materials will not infringe a patent.

**15. DESIGN AND DRAWINGS:** All data, drawings, designs, ideas, etc. furnished by Seller shall remain property of the Seller. All information pertaining to Seller's design and drawings is proprietary, confidential and not to be disclosed, disseminated or used for any purpose except as provided by Seller.

**16. LIMITATIONS:** This Agreement includes and shall constitute the sole and entire agreement between the parties hereto with respect to the sale and purchase of the Goods hereunder; that no promises, agreements, or obligations other than those expressly contained and set forth herein have been made or created by either party thereto; that terms of this Agreement, shall be independent of, and independently enforced from, this Agreement, and any breach thereof shall not affect the rights, duties or obligations of the parties hereunder; and further, that this Agreement cannot and shall not be changed or modified in any particular whatsoever by any officer, employee, or representative of the Seller in any capacity, unless such change or modification shall be in writing and signed by both parties hereto. This Agreement shall not be amended in any manner by a course of dealing in contravention thereto. The provisions of the Agreement are severable, and, if any of its provisions shall be held invalid, such provisions shall not affect or impair any of the remaining provisions of this Agreement. It is hereby agreed between the parties hereto that this Agreement would have been entered into had such invalid provisions not been included herein.

**17. ENFORCEMENT:** In the event the Buyer is adjudged bankrupt or files a voluntary assignment for the benefit of creditors, a receiver is appointed or if it becomes necessary for the Seller to employ an attorney for the collection of the amounts due hereunder or the enforcement of their rights hereby, Buyer agrees to pay a reasonable fee of not less than fifteen percent (15%) of the amount due hereon to Seller for the legal services required.

**18. WARRANTY:** SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF THE GOODS FOR ANY PURPOSE WHETHER OR NOT KNOWN OR DISCLOSED TO SELLER, AND IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY SELLER WITH RESPECT TO THE GOODS EXCEPT AS PROVIDED BY SELLER TO BUYER SPECIFICALLY IN WRITING.

**19. REMEDIES:** BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY HEREUNDER, WHETHER AS TO GOODS DELIVERED OR FOR NON-DELIVERY OF GOODS, WHETHER RELATING TO QUANTITY, QUALITY, WEIGHT, CONDITION, LOSS OR DAMAGE AND WHETHER OR NOT BASED ON CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED, AT SELLER'S OPTION, TO A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF, THE PARTICULAR DELIVERY OF GOODS SHOWN TO BE OTHER THAN AS WARRANTED OR, IN THE CASE OF DEFICIENCY IN QUANTITY, AT SELLER'S OPTION, A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF THE QUANTITY SHOWN TO BE DEFICIENT, AND FAILURE TO GIVE WRITTEN NOTICE OF SUCH A CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN THE CASE OF NON-DELIVERY), SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH GOODS. SELLER SHALL NOT BE LIABLE ON ANY CLAIM UNDER OR ARISING OUT OF OR FOR BREACH OF THIS AGREEMENT UNLESS ACTION THEREON SHALL BE BROUGHT AGAINST SELLER WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OR BREACH. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL INCIDENT AL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

**20. GOVERNING LAW:** The transaction contemplated hereby, and the interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Texas and the execution and delivery of this Agreement shall be deemed to be the transaction of business within Texas for the purposes of conferring jurisdiction upon courts located within such State. The parties hereto consent and agree that the District Court of Dallas County, Texas, or, at Seller's option, the United States District Court for the Northern District of Texas, Dallas Division, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes between Seller and Buyer pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Buyer hereby irrevocably waives any objection that Buyer may now or hereafter have to the laying of venue in such courts, including without limitation any claim based upon improper venue or forum non conveniens. Nothing in this Agreement shall be deemed or operate to preclude the enforcement by Seller of any judgment or order obtained in such forum or the taking of any action under this agreement to enforce same in any other appropriate forum or jurisdiction.

**21. ARBITRATION:** Any controversy or claim between or among the parties hereto including but not limited to those arising out of or relating to this Agreement or any related agreements, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if applicable, applicable State law), the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."), and the "Special Rules" set forth below in the event of any inconsistency, the Special Rules shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

**A. Special Rules:** The arbitration shall be conducted in the City of Dallas, Texas and administered by J.A.M.S. who will appoint an arbitrator, if J.A.M.S. is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration; further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

**B. Reservation of Rights:** Nothing in this Agreement shall be deemed to limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement; or limit the right of the Seller (a) to exercise self help remedies or (b) to foreclose against any real or personal property collateral, or (a) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief, writ of possession or the appointment of a receiver. Seller may exercise such self help rights, foreclose upon such property, or obtain such provisional or ancillary remedies before, during or after the pendency or any arbitration proceeding brought pursuant to this Agreement. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

**22. TEXAS DTPA:** BUYER HEREBY WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT AS SET OUT IN THE TEXAS BUSINESS & COMMERCE CODE SECTION 17.41, et seq. OR ANY SUCCESSOR STATUTE, TO THE FULLEST EXTENT THE BUYER MAY LAWFULLY SO DO.

**23. WAIVER:** Failure of the Seller to enforce any of these terms or conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights, if such default continues or if any subsequent default of the Buyer occurs, and such failure on the part of Seller shall not constitute a waiver of other or future defaults of the Buyer.

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY  
COUNCIL APPROVING AND AUTHORIZING  
THE CITY MANAGER TO PURCHASE A  
MEGGER RELAY TEST SYSTEM FROM  
MEGGER USA, OF DALLAS, TEXAS

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WHEREAS, the Electric Utility (EU) utilizes several protective measures to ensure high reliability and safety, while at the same time protecting power transformers and the distribution system from catastrophic failure; and

WHEREAS, power transformers are large units within the EU substations that transform electricity from 60,000 Volts, to 12,000 Volts, which is then distributed to end-users; and

WHEREAS, power transformers are also the threshold for determining EU's largest contingency component of the capital reserve target; and

WHEREAS, to safeguard this investment against catastrophic failure, EU utilizes standard industry practice by installing relays that perform many protective tasks; and

WHEREAS, the utility industry has not standardized on a specific type of relay; however, the EU uses relays that include antiquated technology in the form of an electro-mechanical design as well as modern microprocessor-based technology, and staff does not have the equipment needed to test all relays in the system; and

WHEREAS, testing relays is an industry best practice, as well as a regulatory requirement; and

WHEREAS, staff recommends purchasing a Megger Relay Test System SMRT36, that will enable staff to test all relays within EU's system, including relays that will be required for a future transmission system expansion; and

WHEREAS, the Megger system operates as a stand-alone unit which does not require computer interface; and

WHEREAS, utilizing a stand-alone system avoids the drawback of obsolete operating systems and additional computers that are needed to operate the test system; and

WHEREAS, EU would be required to purchase several different test sets at a great cost that require computer interface, to meet the same testing capabilities of a Megger Relay Test System SMRT36; and

WHEREAS, in evaluating options, due diligence resulted in an opportunity to purchase a demonstration Megger Relay Test System SMRT36, at a 25 percent discount from retail price, which is a single unit, sold on a first-come-first-serve basis; and

WHEREAS, consistent with Lodi Municipal Code 3.20.070(5), bidding shall be dispensed...when the City Council determines that the purchase or method of purchase would be in the best interest of the City; and

WHEREAS, staff recommends the purchase of a like-new demonstration model Megger Relay Test System SMRT36, for the negotiated price shown on Exhibit A, attached hereto and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the bidding process and authorize the City Manager to purchase a like-new demonstration model Megger Relay Test System SMRT36, in an amount not to exceed \$50,200.

Dated: January 6, 2016

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I hereby certify that Resolution No. 2016-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 6, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# TERMS AND CONDITIONS OF SALE

**1. DEFINITIONS:** In these terms and conditions Megger will be referred to as the "Seller," the materials, goods and services to be furnished will be referred to as the "Goods," and the person or firm purchasing the Goods will be referred to as the "Buyer ." and the Customer Acknowledgment or Invoice to which these Terms and Conditions of Sale are attached will be referred to as the "Agreement."

These Terms and Conditions of Sale shall supersede the terms of the Buyer's purchase order or contract in the event of contradiction or inconsistency herewith, and no other terms, agreements, or customs inconsistent therewith shall be binding upon the Seller . All orders are subject to acceptance by Seller at its principal place of business, 4271 Bronze Way, Dallas, Texas.

**2. PRICES AND TERMS:** (A) Domestic-Terms of payment for domestic shipments are net 30 days from the date of shipment. In the event shipment is delayed by the Buyer the terms of payment are net 30 days from the date of notification to the Buyer that equipment is ready for shipment. (B) Export-Acceptance of export sales cannot be made unless the Buyer (regardless of nationality) provides an irrevocable Letter of Credit drawn on a United States bank as specified by the Seller except where other arrangements have been accepted in writing by Seller, and payable in U.S. funds upon presentation of original invoice and Bill of Lading noting shipment from plant facility

**NOTE 1:** Buyer shall pay interest on all past due amounts at the lower of (a) one and one-half percent (1-1/2%) per month, or (b) the maximum nonusurious rate permitted by applicable law. Buyer agrees to pay all agency or attorney fees and court costs should it become necessary in the collection of delinquent payments.

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**4. TAXES:** Prices do not include sales, use, excise, added value, or any other direct tax of a similar nature of federal, state, county, or municipal origin, nor do prices include any such tax imposed by government units outside the United States. If Seller should be required to collect and/or pay such taxes, the Buyer shall reimburse the Seller for full amount.

**5. DELIVERY:** Prices are quoted Ex-Factory of Origin, unless otherwise agreed in writing, and delivery to a transportation company, properly consigned, shall constitute delivery to the Buyer

**6. CRATING: PASSAGE OF TITLE, AND INSPECTION:** Unless otherwise specified Goods for domestic shipment will not be crated. Title to the Goods covered by this Agreement will pass to the Buyer at the time of delivery of the shipment to the transportation company, subject to the security interest therein reserved in Paragraph No. 12 hereof, and inspection of such Goods will be at destination unless otherwise specified herein.

Unless otherwise agreed in writing, Buyer and carrier are responsible for Goods lost or damaged in transit.

**7. DELAYS:** Seller shall not be liable for any loss, delay default or damage resulting from any cause beyond its reasonable control, including without limitation, war, governmental regulation or interference, act of God, fires, floods, accident, damage to its plants, epidemics, quarantine restrictions, strikes, lockouts, insurrection, riot, embargoes, interruption of transportation facilities, and failure of suppliers to meet delivery schedules,

**8. CHANGES:** Changes requested of this Agreement will be reviewed for price adjustment and will be subject to acceptance by Seller.

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**12. CREDIT:** Seller reserves the right to require adequate security from the Buyer before continuing work whenever Seller believes the Buyer's credit is (in the Seller's opinion) impaired. It is agreed that to better secure payment of the amounts hereon, Seller shall have and retain a security interest in all Goods sold to the Buyer pursuant to this Agreement, and Buyer agrees to sign Financing Statements and other notices to establish the security interest held by Seller in accordance with the Uniform Commercial Code or such other requirements for the perfection of a security interest in all such goods. The Buyer hereby agrees that this order may be filed as a financing statement pursuant to the Uniform Commercial Code. It is further agreed that until the entire purchase price has been paid, the Goods shall remain personal property and shall not become a part of the real estate or a fixture thereon and shall be subject to all statutory rights regarding personal property.

**13. ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Buyer may not assign its rights under the Agreement without prior written consent of the Seller.

**14. PATENTS:** Seller does not warrant that the use by the Buyer of Goods sold, or articles or materials made therefrom alone or in combination with other materials will not infringe a patent.

**15. DESIGN AND DRAWINGS:** All data, drawings, designs, ideas, etc. furnished by Seller shall remain property of the Seller . All information pertaining to Seller's design and drawings is proprietary, confidential and not to be disclosed, disseminated or used for any purpose except as provided by Seller.

**16. LIMITATIONS:** This Agreement includes and shall constitute the sole and entire agreement between the parties hereto with respect to the sale and purchase of the Goods hereunder; that no promises, agreements, or obligations other than those expressly contained and set forth herein have been made or created by either party thereto; that terms of this Agreement, shall be independent of, and independently enforced from, this Agreement, and any breach thereof shall not affect the rights, duties or obligations of the parties hereunder; and further, that this Agreement cannot and shall not be changed or modified in any particular whatsoever by any officer, employee, or representative of the Seller in any capacity, unless such change or modification shall be in writing and signed by both parties hereto. This Agreement shall not be amended in any manner by a course of dealing in contravention thereto. The provisions of the Agreement are severable, and, if any of its provisions shall be held invalid, such provisions shall not affect or impair any of the remaining provisions of this Agreement. It is hereby agreed between the parties hereto that this Agreement would have been entered into had such invalid provisions not been included herein.

**17. ENFORCEMENT:** In the event the Buyer is adjudged bankrupt or files a voluntary assignment for the benefit of creditors, a receiver is appointed or if it becomes necessary for the Seller to employ an attorney for the collection of the amounts due hereunder or the enforcement of their rights hereby, Buyer agrees to pay a reasonable fee of not less than fifteen percent (15%) of the amount due hereon to Seller for the legal services required.

**18. WARRANTY:** SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF THE GOODS FOR ANY PURPOSE WHETHER OR NOT KNOWN OR DISCLOSED TO SELLER, AND IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY SELLER WITH RESPECT TO THE GOODS EXCEPT AS PROVIDED BY SELLER TO BUYER SPECIFICALLY IN WRITING.

**19. REMEDIES:** BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY HEREUNDER, WHETHER AS TO GOODS DELIVERED OR FOR NON-DELIVERY OF GOODS, WHETHER RELATING TO QUANTITY, QUALITY, WEIGHT, CONDITION, LOSS OR DAMAGE AND WHETHER OR NOT BASED ON CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED, SELLER'S OPTION, TO A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF, THE PARTICULAR DELIVERY OF GOODS SHOWN TO BE OTHER THAN AS WARRANTED OR, IN THE CASE OF DEFICIENCY IN QUANTITY, AT SELLER'S OPTION, A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF, THE QUANTITY SHOWN TO BE DEFICIENT, AND FAILURE TO GIVE WRITTEN NOTICE OF SUCH A CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN THE CASE OF NON-DELIVERY), SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH GOODS. SELLER SHALL NOT BE LIABLE ON ANY CLAIM UNDER OR ARISING OUT OF OR FOR BREACH OF THIS AGREEMENT UNLESS ACTION THEREON SHALL BE BROUGHT AGAINST SELLER WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OR BREACH. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL INCIDENT AL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

**20. GOVERNING LAW:** The transaction contemplated hereby, and the interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Texas and the execution and delivery of this Agreement shall be deemed to be the transaction of business within Texas for the purposes of conferring jurisdiction upon courts located within such State. The parties hereto consent and agree that the District Court of Dallas County, Texas, or, at Seller's option, the United States District Court for the Northern District of Texas, Dallas Division, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes between Seller and Buyer pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Buyer hereby irrevocably waives any objection that Buyer may now or hereafter have to the laying of venue in such courts, including without limitation any claim based upon improper venue or forum non conveniens. Nothing in this Agreement shall be deemed or operate to preclude the enforcement by Seller of any judgment or order obtained in such forum or the taking of any action under this agreement to enforce same in any other appropriate forum or jurisdiction.

**21. ARBITRATION:** Any controversy or claim between or among the parties hereto including but not limited to those arising out of or relating to this Agreement or any related agreements, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if applicable, applicable State law), the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."), and the "Special Rules" set forth below in the event of any inconsistency, the Special Rules shall control. Judgement upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

**A. Special Rules:** The arbitration shall be conducted in the City of Dallas, Texas and administered by J.A.M.S. who will appoint an arbitrator, if J.A.M.S. is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration; further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

**B. Reservation of Rights:** Nothing in this Agreement shall be deemed to limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement; or limit the right of the Seller (a) to exercise self help remedies or (b) to foreclose against any real or personal property collateral, or (a) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief, writ of possession or the appointment of a receiver; Seller may exercise such self help rights, foreclose upon such property, or obtain such provisional or ancillary remedies before, during or after the pendency or any arbitration proceeding brought pursuant to this Agreement. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

**22. TEXAS DTPA:** BUYER HEREBY WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT AS SET OUT IN THE TEXAS BUSINESS & COMMERCE CODE SECTION 17.41, et seq. OR ANY SUCCESSOR STATUTE, TO THE FULLEST EXTENT THE BUYER MAY LAWFULLY SO DO.

**23. WAIVER:** Failure of the Seller to enforce any of these terms or conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights, if such default continues or if any subsequent default of the Buyer occurs, and such failure on the part of Seller shall not constitute a waiver of other or future defaults of the Buyer.



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract with WMB Architects, of Stockton, to Initiate Schematic Designs for the Teen Scene Area at the Lodi Public Library, Accepting a Donation from the Library Board of Trustees, and Appropriating Funds (\$7,891)

**MEETING DATE:** January 6, 2016

**SUBMITTED BY:** Library Director

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**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract with WMB Architects, of Stockton, to initiate schematic designs for the Teen Scene Area at the Lodi Public Library, accepting a donation from the Library Board of Trustees, and appropriating funds in the amount of \$7,891.

**BACKGROUND INFORMATION:** Over the years, the mission and focus of libraries has evolved. For centuries a library's primary responsibility has been to disseminate knowledge. In recent years, libraries have used their assets and services to teach and enable members of the public to make better decisions with their life choices. It has become the most fundamental and transformative reorganization of libraries in memory.

To accomplish this critical community need, over the past two years the Lodi Public Library has embarked on a comprehensive redesign and reconfiguration of the Library to meet the community's current and future needs, with the support of the Library Board of Trustees. The transformation's components include several steps:

- Children's Area – Redesign of Rott Children's Area, adding new furniture, murals and play structures to make the area more physically and mentally engaging to the City's children.
- Students – Build a new Homework Help Room. Given the explosive growth of the Homework Help Program (attendance grew from 3,000 in 2013 to 4,455 in 2014), and the broadening of the program to include a "Math Power Hour" on Tuesday and expanding the Homework Help program from three to four days a week, the Library is in need of additional space. This new Homework Help Room should be completed by Spring 2016.
- Adult Computer Center – Built a new computer center, titled the Lucas Computer Center. From January to March 2014, the previous computer center provided free computer training to 500 patrons. In the new Lucas Computer Center, use tripled to 500 patrons each month.
- Finally, creation of an innovative and new Teen Scene. The Lodi Public Library does not have a Teen Area that promotes and encourages teens to study/interact at the Library. The proposed Teen Scene area will be approximately 2,200 square feet, which includes about 1,000 square feet of current library space, plus an extension of the library to add another 1,100 square feet.

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

An expanded Teen Scene is a vital part of a comprehensive, inclusive Library. Over the past years other public libraries have concentrated on serving their teen patrons. At the Lodi Public Library, there are few options for teens to interact with their peers, raise their educational levels through homework assistance programs, and attend programs that expand their capabilities/knowledge. With social media, video games, and the Internet it can be a challenge to encourage teens to visit the Library, and the creation of teen-friendly spaces is a necessary first step.

Teens are the most challenging group to visit the library, but by giving them a space created for them a Library can sustain the visitation by teens that once began when they were children. Teens are attracted to spaces that are bright, colorful, have available technology, a place they can work together, hang out, and that is comfortable. Typically, this teen space is away from the main floor or has some type of divider to give teen patrons a degree of privacy. It is difficult to build lifelong learners – from toddlers to the elderly – when the library, at present, has neglected a wide swath of that continuum (the teens). In fact, next to children some would say the most important demographic for a library is its teen population, and with the construction and focus of the library on the teen population. The void now experienced by the absence of teens can be addressed through such a space and attention to their needs.

As the first step to design this new Teen Scene, the Library solicited bids from two architects, WMB Architects of Stockton and Gyroscope of Berkeley. The Library Board selected WMB Architects. WMB will initiate the exterior drawings of the proposed Teen Area, along with draft drawings of some interior spaces. With these drawings, the Library will embark on a fundraising campaign for the Teen Scene and, once the funding is secured, the Library would return to the Council for further actions related to the Teen Scene (including completing the architectural drawings).

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Funding will be provided by a \$7,891 donation from the Library Board of Trustees.

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Dean Gualco  
Library Director



## WMB ARCHITECTS

5757 Pacific Avenue  
Suite 226  
Stockton CA 95207  
209.944.9110

2000 L Street  
Suite 125  
Sacramento CA 95811  
916.254.5546

### PROPOSAL OF SERVICES – *Schematic Design and Promotional Renderings Only*

#### LODI PUBLIC LIBRARY: TEEN SCENE EXPANSION

15-111

August 27, 2015

#### DESCRIPTION OF THE PROJECT

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Development and preparation of Schematic Design plans and Promotional Renderings for the expansion of the Library at the Teen Area. The expansion consists of converting the existing north patio into a fully enclosed and conditioned space.

#### SUMMARY SCOPE OF SERVICES

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The scope of services includes:

- Investigation
- Schematic Design

The proposal includes services of the following disciplines:

- Architecture

The proposed fee is based upon tasking the time anticipated for each phase of the work. Our proposal for architectural services is divided into the following phases:

#### SCOPE OF SERVICES BY PHASE

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##### Phase 1 Investigation

- Develop base plans for the building utilizing existing CAD files, as-built drawings and field measurements.

##### Phase 2 Schematic Design

- Develop initial floor plan and exterior schematic design.
- Review meeting with Client – develop preferred floor plan and exterior elevations.
- Prepare schematic design documentation:
  - Floor Plan
  - Exterior Elevations
  - Interior And Exterior Promotional Perspective Color Renderings
  - Preliminary Cost Estimate

**Only services specifically described above are included in this proposal.**

*A separate proposal for Construction Documents, Building Permit Processing and Bidding Services (to include engineering services) will be submitted after final approval of schematic design documentation.*

CLIENT RESPONSIBILITIES

The following are to be provided as a responsibility of the Client and be paid for by the Client:

- A. The Client shall designate, when necessary, a representative authorized to act in the Client’s behalf with respect to the project.
- B. The Client shall furnish a geotechnical (soils) and hazardous materials report, as required.
- C. The Client shall pay all jurisdictional and utility agency costs required for permit approval and inspection.

PROJECT SCHEDULE

This proposal was developed with the following schedule timeframe assumptions:

Investigation + Schematic Design	To be determined
Construction Documents, Building Department, Bidding/Negotiation	To be determined
Construction	To be determined

FEE PROPOSAL

WMB will provide these services for a Fixed Fee of \$7,891, billed as incurred based on the Schedule of Hourly Rates attached. Reimbursable expenses are in addition to the fee and will be billed at cost plus 10 percent.

Invoices shall be rendered monthly in proportion to amount of services completed.

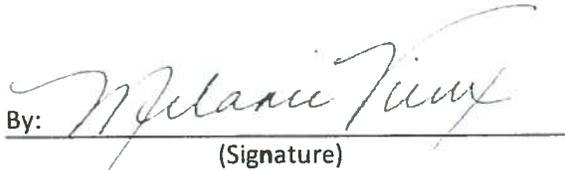
If additional services are required beyond the Scope of Services described above, a Change in Project Scope agreement will be prepared for the Client’s and Architect’s signatures.

Reimbursable expenses include printing and copying documents to develop the design and review the project, promotional rendering display boards, and sets required for building department processing, and bid and construction sets of drawings and specifications. WMB does not charge for mileage for client meeting or construction meeting travel.

We look forward to the opportunity to work with you through the successful completion of this project. Upon agreement of this proposal and proposed schedule, we have attached a Professional Services Agreement for your review and signature.

Consultant: WMB ARCHITECTS INC.

Client: *City of Lodi, a municipal corporation*

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Melanie Vieux, Principal Architect  
CA License C30857  
WMB Architects Inc.  
5757 Pacific Ave STE 226,  
Stockton CA 95207

Name: *Stephen Schuckbauer*  
*City Manager*

*The terms of this document are valid for 90 days from date on page 1. If the proposal is not agreed to within 90 days and a contract signed, the proposal, including proposed fee and schedule, is void and the terms will be re-negotiated.*

Approved as to form

City Attorney





## Schedule of Hourly Rates – 2015

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Senior Principal Architect	\$160
Principal Architect	\$135
Project Architect	\$125
Staff Architect	\$110
Project Manager	\$100
Interior Designer	\$100
CADD Draftsperson / Project Support	\$85
Administrative Support	\$55

### REIMBURSABLE EXPENSE RATES

Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable expenses such as computer plots, reproduction, color prints, presentation materials, conference calls, postage, and shipping include actual expenditures incurred by WMB Architects in the interest of the project. Reimbursable expenses are billed at 1.1 times direct cost.

1. AA# \_\_\_\_\_  
 2. JV# \_\_\_\_\_

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Dean Gualco	5. DATE:	12/14/15
4. DEPARTMENT/DIVISION:	Library		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING		41000000	57702	Library Capital-Donations	\$ 7,891.00
B. USE OF FINANCING		41099000	77020	Library Capital Projects	\$ 7,891.00

**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

**Lodi Public Library: Teen Scene Expansion Project.** Accept a donation from Library Trustees-Private Sector Trust to be used for the development and preparation of Schematic Design plans and Promotional Renderings for the expansion of the Library at the Teen Area. The expansion consists of converting the existing north patio into a fully enclosed and conditioned space.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: 15-12 Attach copy of resolution to this form.

Department Head Signature: [Signature]

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager	Date
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Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT WITH WMB ARCHITECTS, OF STOCKTON, TO  
INITIATE SCHEMATIC DESIGNS FOR THE TEEN SCENE  
AREA AT THE LODI PUBLIC LIBRARY, ACCEPTING A  
DONATION FROM THE LIBRARY BOARD OF TRUSTEES,  
AND FURTHER APPROPRIATING FUNDS

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WHEREAS, over the past two years, the Lodi Public Library has embarked on a comprehensive redesign and reconfiguration of the Library to meet the current and future needs of the community; and

WHEREAS, at the present time, the Lodi Public Library does not have a teen area that promotes and encourages teens to study and interact at the Library; and

WHEREAS, the proposed Teen Scene area will be approximately 2,200 square feet, which includes 1,000 square feet of current library space, plus an extension to the library of an additional 1,100 square feet; and

WHEREAS, the Library Board of Trustees has made a donation of \$7,891 to the City of Lodi for the contract with WMB Architects for the preparation of the schematic designs for the Teen Scene area, and requests that the City Council appropriate the funds for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract with WMB Architects, of Stockton, California, to initiate schematic designs for the Teen Scene area at the Lodi Public Library; and

BE IT FURTHER RESOLVED that the City Council does hereby accept the donation of funds in the amount of \$7,891 from the Library Board of Trustees and appropriate those funds for the Teen Scene Area project.

Dated: January 6, 2016

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I hereby certify that Resolution No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 6, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Public Hearing to Consider Adopting Resolution Declaring the Formation of a Groundwater Sustainability Agency Within Lodi City Limits

**MEETING DATE:** January 6, 2016

**PREPARED BY:** Interim Public Works Director

**RECOMMENDED ACTION:** Public hearing to consider adopting resolution declaring the formation of a Groundwater Sustainability Agency within Lodi city limits.

**BACKGROUND INFORMATION:** At the September 22, 2015 Shirtsleeve meeting, City Council received background information on the Sustainable Groundwater Management Act (SGMA). The background information included discussion regarding the general requirements and potential impacts of SGMA to local agencies.

At the October 20, 2015 Shirtsleeve meeting, Council received requested follow-up information regarding SGMA that included more detailed discussion on the formation of Groundwater Sustainable Agencies (GSA's), as well as the cost to prepare a Groundwater Sustainability Plan (GSP). Both are requirements of SGMA. The presentation also requested Council provide Staff with direction to proceed with planning the framework to form a GSA. Based on the minutes of that meeting, the Council was generally in agreement to move forward with forming an independent GSA (Exhibit A). Forming an independent GSA does not prohibit the City from participating with other GSA's, if beneficial to the City.

The State has established June 30, 2017 as the deadline to form a GSA. On November 18, 2015, the Advisory Water Commission voted to approve the County's request to form a GSA over the entire County jurisdictional boundary. Because the County's jurisdiction overlaps all local agencies within the County boundary, this proposed action by the County requires those agencies intending to form an independent GSA to declare their intent with the State within 90 days of the County's filing. Those agencies that do not declare their intent to form independently within this period will be recognized by the State to fall under the exclusive County-controlled GSA.

Staff has discussed the City's overlapping jurisdictional boundaries with Woodbridge Irrigation District (WID) and North San Joaquin Water Conservation District (NSJWCD). WID and NSJWCD intend to form independent GSA's. Both agencies have preliminarily agreed to adjust their respective GSA boundaries to remove the overlap, as reflected in Exhibit B. Lodi, along with WID and NSJWCD, are encouraging the County to file its overarching GSA excluding the proposed limits of the Lodi, WID, and NSJWCD GSA. To establish the City's desire to form an independent GSA, Staff recommends declaring the City's intent with the State within 90 days of the County's filing.

SGMA requires that agencies follow the noticing procedures established in Water Code Section 10723 and Government Code Section 6066. Staff recommends the Council conduct a public hearing to consider adopting a resolution declaring the formation of a Groundwater Sustainability Agency within Lodi city limits.

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

**FISCAL IMPACT:** Staff estimates the cost to file the City's notice of intent will be less than \$5,000.

**FUNDING AVAILABLE:** Not applicable.

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Charles E. Swimley, Jr.  
Interim Public Works Director

Prepared by Charlie Swimley, Interim Public Works Director  
CES/CES/tdb  
Attachments

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, OCTOBER 20, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 20, 2015, commencing at 7:00 a.m.

Present: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Absent: Mayor Pro Tempore Chandler

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

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

NOTE: Council Member Nakanishi left at 8:10 a.m.

B. Topic(s)

B-1 Fourth Quarter Fiscal Year 2014/15 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the fiscal year 2014/15 fourth quarter electric utility update. Specific topics of discussion included electric utility fund cash flow summary, reserve policy, cash balances, power sales, energy cost adjustment (ECA) revenue, operating results, power supply costs, bad debt write off, load coverage, and activities.

Mayor Johnson questioned if the \$13 million in the operating reserve was closing in on the target of \$17 million, to which Ms. Kirkley responded that, if the Utility maintains its current plan and based on the financial forecast, it will reach the target over time.

In response to Council Member Mounce, Ms. Kirkley confirmed that the Northern California Power Agency (NCPA) operating reserve is \$1.3 million over the target amount; however, she stated some of the funding is targeted for other purposes. Council Member Mounce stated that the overage amount should go into the City's operating reserve and that she is uncomfortable with NCPA holding more of Lodi's money than it should. Ms. Kirkley pointed out that the City receives interest on those funds, and Deputy City Manager Jordan Ayers likened it to an investment account because NCPA generates greater interest than the City would receive at a banking institution.

In response to Mayor Johnson, Ms. Kirkley confirmed that \$3.5 million was transferred in the current budget from the public benefit fund into the operating account, which will be included in the next quarterly update, leaving \$1 million in the public benefit fund.

In response to Council Member Mounce, Mr. Ayers confirmed that \$1.2 million was collected in penalty revenue associated with late utility bills. He pointed out that those charges apply to the total bill and are not given to a specific utility.

In response to Council Member Mounce, Ms. Kirkley confirmed that the energy audit program is available to all utility customers, regardless if they are renters or homeowners.

In response to Mayor Johnson, City Manager Schwabauer stated that costs associated with emergency assistance provided by the City to NCPA is reimbursed to the City, similar to the Fire Department's mutual aid agreement.

In response to Council Member Mounce, Ms. Kirkley stated that the collected meter data is used in engineering studies to review feeders and transformers on the system to determine if they are overloaded, underloaded, or need replacement.

In response to Mayor Johnson, Ms. Kirkley stated that staff is not experiencing any recruitment difficulties for the current openings, adding that many of the applicants are internal.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the fiscal year 2014/15 fourth quarter water and wastewater utility update. Specific topics of discussion included cash flow summary, operating results, cash balances, and cash flow summary for wastewater; operating results and cash balances for water; bad debt write off; and water/wastewater utility activities.

In response to Mayor Johnson, Mr. Schwabauer stated that a majority of the Central Valley cities received letters from the State stating they did not meet the water conservation targets, and he believed that, as long as the State meets its overall goal, it is likely there will be no consequences imposed. Mayor Johnson questioned how Lodi can put a positive spin on conservation when the local press is reporting that cities like Lodi and Ripon are not meeting the goals. Mr. Sandelin responded that staff has increased its enforcement efforts and issuance of fines and published a press release on the matter. Staff will also bring an item to Council next month to restructure the fee schedule for water waste offenders. Mr. Sandelin stated that Council can also consider moving to a higher water emergency stage by decreasing watering days from two times to one time per week; however, he recommended maintaining the current level and continuing to assess the results.

In response to Council Member Mounce, Mr. Sandelin explained that the category of "other" includes costs associated with Public Works assisting other departments with projects or private citizens with repairs, which is charged back to the Department.

Council Member Kuehne questioned the increase in the Public Works budget from fiscal year 2012/13 to 2015/16, and staff replied that it would look into the matter and report back to Council.

Council Member Mounce pointed out that the bad debt write off for the three utilities appears to total \$240,000, yet the City collected \$1.2 million in finance and late charges. She believed the City should not make money from the penalties and suggested they should be softened. Mr. Ayers stated that the total bad debt for fiscal year 2014/15 was \$321,000, which also includes bad debt associated with other services including refuse, and that the \$1.2 million in late fees is for late payments and has no correlation to bad debt write off. The revenue stream for late fees was not intended to cover bad debt. Council Member Mounce expressed her opposition to putting the revenue from late fees into the general fund, rather than back into the utility, and reiterated that the penalties should be reduced and the billing cycle timeline be revisited. Mr. Ayers stated that the concept of current late charges and billing timeline will come before Council at a Shirtsleeve Session in the next few weeks.

In response to Council Member Nakanishi, Mr. Ayers stated he would provide Council with information on how many businesses are assessed late penalties.

Council Member Kuehne requested that, when Council-approved projects are completed, a photograph of the final product be provided to Council. Mr. Schwabauer replied in the affirmative, stating that completed construction projects routinely go before Council for acceptance and he will ensure a photograph is attached to the staff report.

#### **B-2 Receive Follow Up Information on the Sustainable Groundwater Management Act (PW)**

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding Sustainable Groundwater Management Act (SGMA). Specific topics of discussion included SGMA follow up from previous meeting, basin identification and boundaries, SGMA timeline, Groundwater Sustainability Agency (GSA) formation, options for GSA formations, GSA formation

process, GSA estimated cost, general Groundwater Sustainability Plan (GSP) scope, and GSP estimated cost. Mr. Swimley informed Council that Woodbridge Irrigation District (WID) Board is holding a meeting at 10 a.m. today with its members and farmers in the district to discuss the matter and which direction the District should move.

Mayor Johnson expressed concern that those behind this effort seem unsure of the end result and suggested the City wait until the ultimate foundation is settled, particularly if the final target continues to evolve and change.

Council Member Kuehne stated he believed the preferable option is to form a joint powers agreement with the entire area, over an independent GSA, because there is strength in numbers and it would cover the entire San Joaquin basin. Mr. Swimley responded that Lodi has put forth a tremendous effort to achieve sustainability in its jurisdiction by investing \$15 million and the City should do all it can to protect that investment. An independent GSA would provide Lodi with autonomy; however, he stated it is unclear if Lodi can ultimately form its own agency because of overlapping districts. Mr. Schwabauer added that Lodi has 5,000 to 6,000 acre feet of surplus water that is sustainable and if Lodi were to join an agency with 10 to 15 other entities that are not sustainable, they could out vote Lodi and take the water to make others sustainable. Lodi forming its own GSA would force other agencies to be sustainable on their own without taking Lodi's water from the basin.

Council Member Mounce stated she believed Lodi must fiercely protect its water because other agencies may not work in partnership once water become a precious commodity. She stated that she does not want a group with no accountability to this community to make decisions for Lodi, particularly since GSAs have a significant amount of power, including assessment of fees and the ability to acquire property. Mr. Schwabauer added that GSAs can also force cities to shut down their pumps, which is a tremendous power to give to another agency.

In response to Mayor Johnson, Mr. Swimley stated that North San Joaquin Water Conservation District (NSJWCD) has taken a position to wait and see what happens with other entities, especially since Stockton East formed a GSA which will force overlapping agencies to make a move. He stated he believed WID would be a positive partner for Lodi, but it is unclear at the moment what the WID membership will do. Mr. Schwabauer stated that he believed NSJWCD will likely not oppose Lodi forming an independent GSA, but WID may be a tougher player, although the overlapping land is minimal.

Council Member Nakanishi stated he believed the cost to form an independent GSA will be significantly higher than staff's estimate and that, although he initially believed participation in a Centralized GSA would be more beneficial, an independent GSA would give Lodi the power to operate under its own terms. Council Member Nakanishi reported that a working group is being formalized to explore the possibility of a Centralized GSA and he asked for Council consensus to add Lodi to the list of participants, adding that WID and Stockton already joined. He stated this would not constitute a formal statement, but it would provide valuable information and allow discussion toward a decision on whether to join a larger group or be independent. Mr. Schwabauer reminded Council that it cannot provide such direction at a Shirtsleeve Session.

Council Member Nakanishi stated he believed this State law forces cities to spend a significant amount of money without receiving any additional needed water and that doing this alone is more costly than having a Centralized GSA.

Council Member Mounce stated the sole accomplishment of this law is the power to control water by imposing taxes, regulating water, and allowing for eminent domain and she does not want Lodi to give up that authority.

In response to Mayor Johnson, Council Member Nakanishi stated he would consent to the course that Lodi form an independent GSA, which seems to be the recommendation of staff and Council Member Mounce, but asked that he be permitted to join the County's study group to explore the possibility of a Centralized GSA. Council Member Mounce stated she was not opposed to joining the study group so long as it does not commit Lodi to anything other than a discussion on the

matter. Council Member Kuehne stated he would prefer that Lodi partner with as many worthy partners as it can, such as WID. Council Member Mounce stated that Lodi may ultimately be forced to bring on additional partners, but throughout the process, Lodi must ensure it has the majority vote among the entities in the group. Mayor Johnson stated his preference is to form an independent GSA and that, if the City is forced to increase the size of the GSA, it be limited to the immediate neighbors only, i.e. WID and NSJWCD.

Myrna Wetzel stated that she attended a meeting with Assemblymember Cooper regarding the twin tunnels project and he reported that Northern California is against the tunnels, while Southern California is in favor of the project and they have the greater number of votes.

C. Comments by Public on Non-Agenda Items

Council Member Mounce referenced an e-mail that Council received regarding the City's tree policy and the number of trees being cut down on Church Street. She requested staff research the policy and provide the information to Council and the citizen who questioned the matter.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:12 a.m.

ATTEST:

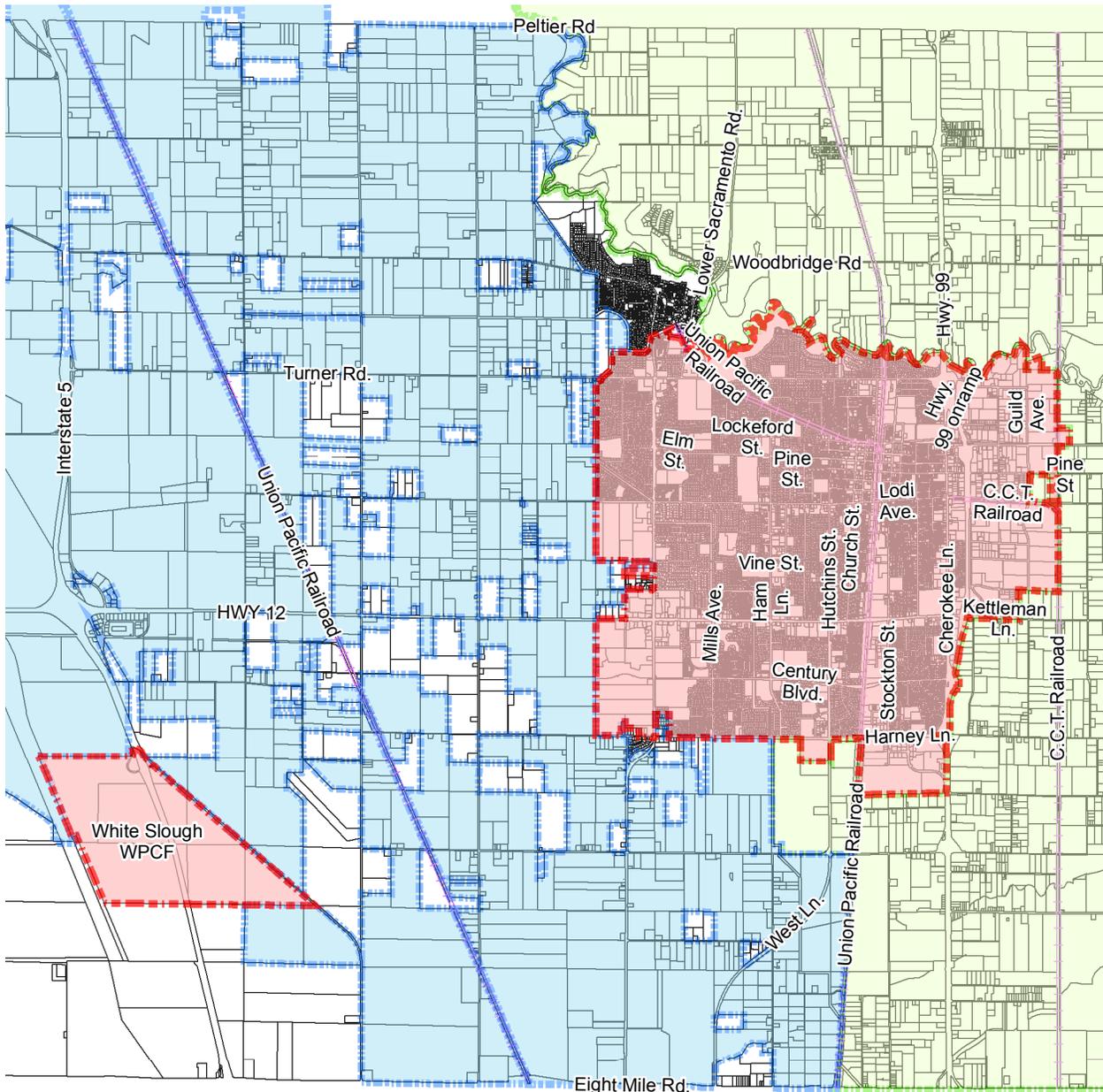
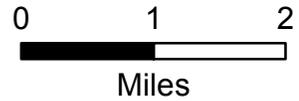
Jennifer M. Ferraiolo  
City Clerk

# EXHIBIT B

## Proposed Groundwater Sustainability Agency (GSA) Boundary Map

### Legend

- Proposed Lodi GSA (City Limits)
- Probable NSJWCD GSA
- Probable WID GSA



Document Path: G:\ESRI Maps\GSA Map-Proposed.mxd  
Date: 12/8/2015

Note:  
District boundary files obtained from the San Joaquin County GIS Data Download website on October 28, 2015

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING  
THE FORMATION OF A GROUNDWATER SUSTAINABILITY  
AGENCY WITHIN LODI CITY LIMITS

=====

WHEREAS, the California legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 (“SGMA”), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the legislative intent is to provide for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must elect to become a Groundwater Sustainability Agency (“GSA”); and

WHEREAS, the City of Lodi (the “City”) is a local agency, as SGMA defines that term; and

WHEREAS, the City is committed to sustainable management of its groundwater resources, as shown by, among other actions, its conservation efforts and substantial community investment in conjunctive use infrastructure to establish groundwater sustainability; and

WHEREAS, the City overlies the Eastern San Joaquin Groundwater Basin (designated basin number 5-22.01) in the California Department of Water Resources’ (DWR) groundwater basin system; and

WHEREAS, the Eastern San Joaquin Groundwater Basin has been designated by DWR as a high-priority basin in critical overdraft; and

WHEREAS, SGMA requires that a GSA be established for all basins designated by the Department of Water Resources by June 30, 2017; and

WHEREAS, it is the intent of the City to work cooperatively with other local GSAs, as may be appropriate, to sustainably manage a portion(s) of the Eastern San Joaquin Groundwater Basin that fall outside the City’s jurisdiction; and

WHEREAS, Section 10723.2 of SGMA requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans; and

WHEREAS, Section 10723.8 of the SGMA requires that a local public agency electing to be a GSA to notify the DWR of its election and intention to undertake sustainable groundwater management within the agency’s jurisdictional boundary; and

WHEREAS, pursuant to Government Code 6066, notice of a public hearing on the City’s election to become a GSA for the Basin (“Notice”) has been published in the Lodi News Sentinel as provided by law; and

WHEREAS, a courtesy copy of the Notice was mailed to the Eastern San Joaquin County Groundwater Basin Authority members; and

WHEREAS, on January 6, 2016, the City held a public hearing to consider adoption of this Resolution; and

WHEREAS, the City wishes to exercise the powers and authorities of a GSA granted by SGMA and to begin the process of cooperatively preparing a groundwater sustainability plan ("Sustainability Plan") with other GSAs as appropriate; and

WHEREAS, adoption of this Resolution does not constitute a "project" under California Environmental Quality Act Guidelines Section 15378(b)(5), including organization and administrative activities of government, because there would be no direct or indirect physical change in the environment.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. The City of Lodi hereby elects to become a GSA for that portion of the Eastern San Joaquin Groundwater Basin which underlies the area bound by the Lodi City limits as shown in Exhibit A; and
2. The Lodi City Council authorizes the City Manager (or his designee) to, within 30 days of the date of this Resolution, provide notice of the City's election to be the GSA for the Basin ("Notice of GSA Election") to the California Department of Water Resources in the manner required by law; and
3. Such notification shall include the boundaries of the areas the City intends to manage, which shall include the lands within the Lodi City limits as shown in Exhibit A, a copy of this Resolution, a list of interested parties developed pursuant to Section 10723.2 of SGMA, and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the GSAs groundwater sustainability plan; and
4. The City Council hereby directs staff to begin discussions with all interested stakeholders and beneficial users within the Eastern San Joaquin Groundwater Basin, resolve GSA boundary overlaps, and initiate the process of developing a coordinated Groundwater Sustainability Plan in accordance with SGMA.

Dated: January 6, 2016

=====

I hereby certify that Resolution No. 2016-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO  
City Clerk

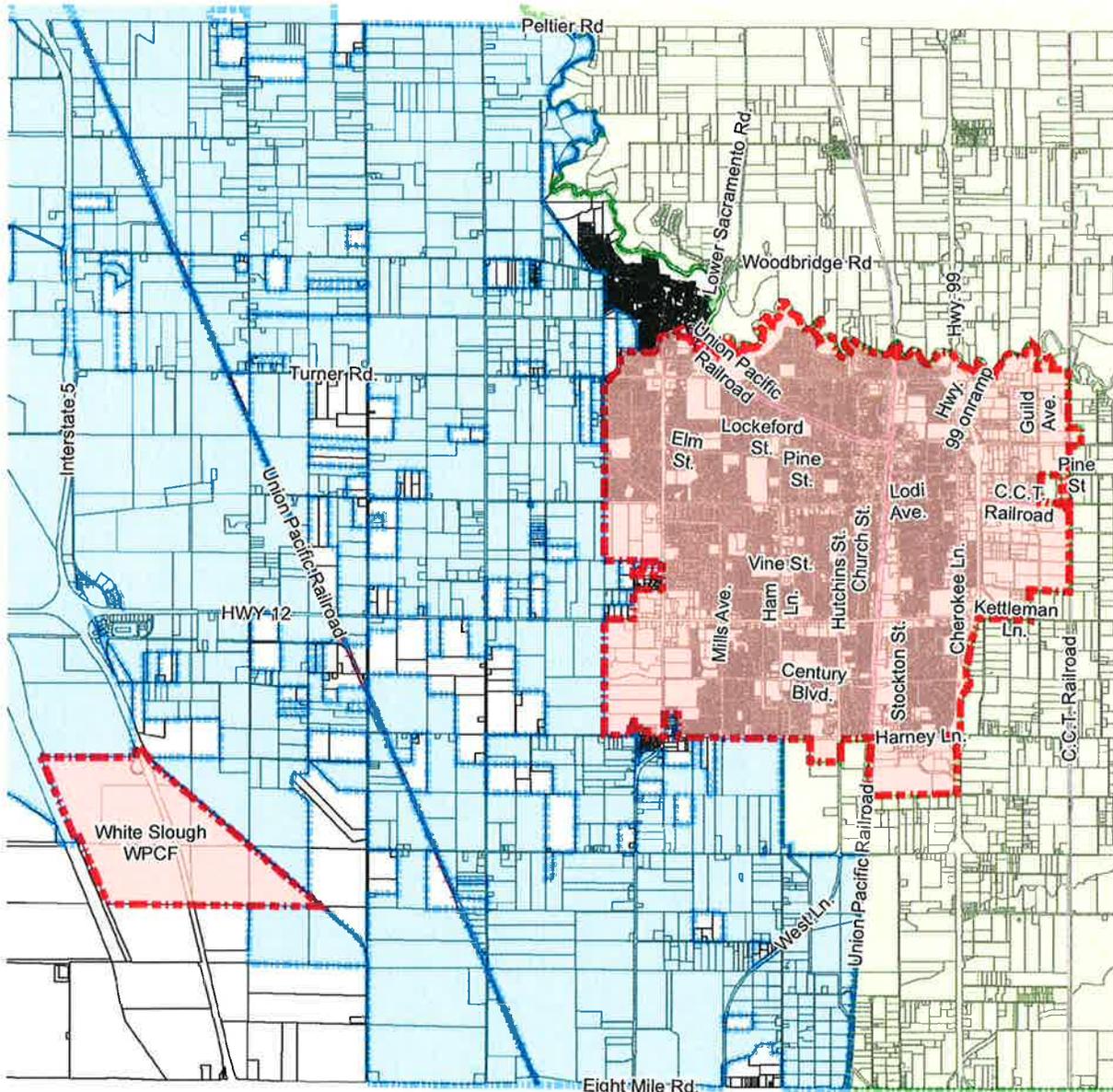
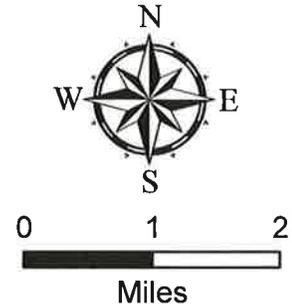
2016-\_\_\_\_

Exhibit A

# Proposed Groundwater Sustainability Agency (GSA) Boundary Map

## Legend

-  Proposed Lodi GSA (City Limits)
-  Probable NSJWCD GSA
-  Probable WID GSA



Document Path: G:\ESRI Maps\GSA Map-Proposed.mxd  
Date: 12/8/2015

Note:  
District boundary files obtained from the San Joaquin County GIS Data Download website on October 28, 2015



***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:** PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION  
DECLARING FORMATION OF A GROUNDWATER SUSTAINABILITY  
AGENCY WITHIN LODI CITY LIMITS

**PUBLISH DATE:** SATURDAY, DECEMBER 19, 2015  
SATURDAY, DECEMBER 26, 2015

**LEGAL AD**

**TEAR SHEETS WANTED:** One (1) please

**SEND AFFIDAVIT AND BILL TO:** JENNIFER M. FERRAILOLO, CITY CLERK  
**LNS ACCT. #0510052** City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** THURSDAY, DECEMBER 17, 2015

**ORDERED BY:** JENNIFER M. FERRAILOLO  
CITY CLERK

  
PAMELA M. FARRIS  
DEPUTY CITY CLERK

\_\_\_\_\_  
ELIZABETH BURGOS  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS Emailed to the Sentinel at dianer@lodinews.com at 9:30 (time) on 12/17/15 (date) \_\_\_\_\_ (pages)  
Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) EB PMF (initials)



## DECLARATION OF POSTING

### **PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION DECLARING FORMATION OF A GROUNDWATER SUSTAINABILITY AGENCY WITHIN LODI CITY LIMITS**

On Thursday, December 17, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting resolution declaring formation of a Groundwater Sustainability Agency within Lodi city limits (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 Thursday, December 17, 2015, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO  
CITY CLERK**

A handwritten signature in blue ink that reads "Pamela M. Farris".

PAMELA M. FARRIS  
DEPUTY CITY CLERK

\_\_\_\_\_  
ELIZABETH BURGOS  
ADMINISTRATIVE CLERK



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: January 6, 2016

Time: 7:00 p.m.

For information regarding this notice please contact:

**Jennifer M. Ferraiolo**

City Clerk

Telephone: (209) 333-6702

**EXHIBIT A**

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on **Wednesday, January 6, 2016**, 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 matter:

**a) Resolution Declaring Formation of a Groundwater Sustainability Agency within Lodi City Limits**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

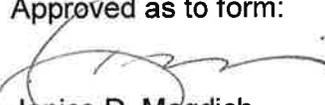
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Jennifer M. Ferraiolo  
City Clerk

**Dated: December 17, 2015**

Approved as to form:

  
Janice D. Magdich  
City Attorney



## DECLARATION OF MAILING

### **NOTICE OF PUBLIC HEARING TO CONSIDER RESOLUTION DECLARING FORMATION OF A GROUNDWATER SUSTAINABILITY AGENCY WITHIN LODI CITY LIMITS**

On Thursday, December 17, 2015, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a notice of public hearing to consider resolution declaring formation of a Groundwater Sustainability Agency within Lodi city limits attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 17, 2015, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO  
CITY CLERK, CITY OF LODI**

A handwritten signature in blue ink that reads "Pamela M. Farris".

**PAMELA M. FARRIS  
DEPUTY CITY CLERK**

---

**ELIZABETH BURGOS  
ADMINISTRATIVE CLERK**



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: January 6, 2016

Time: 7:00 p.m.

**EXHIBIT A**

For information regarding this notice please contact:

**Jennifer M. Ferraiolo**  
City Clerk  
Telephone: (209) 333-6702

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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:

  
Jennifer M. Ferraiolo  
City Clerk

**Dated: December 17, 2015**

Approved as to form:

  
Janice D. Magdich  
City Attorney

California Water Service Group  
1720 North First Street  
San Jose, CA 95112-4508

Central Delta Water Agency  
235 East Weber Avenue  
Stockton, CA 95201

Central San Joaquin Water Conservation District  
311 East Main Street  
Stockton, CA 95202

City of Stockton  
425 North El Dorado Street  
First Floor  
Stockton, CA 95202

North San Joaquin Water Conservation District  
PO Box E  
Victor, CA 95253

Stockton East Water District  
6767 East Main Street  
Stockton, CA 95215

San Joaquin County  
1810 East Hazelton Avenue  
Stockton, CA 95205

South Delta Water Agency  
4255 Pacific Avenue  
Suite 2  
Stockton, CA 95207

South San Joaquin Irrigation District  
11011 East Highway 120  
Manteca, CA 95336

Woodbridge Irrigation District  
18777 North Lower Sacramento Road  
Woodbridge, CA 95258

San Joaquin Farm Bureau Federation  
3290 North Ad Art Road  
Stockton, CA 95215



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Confirm Annual Appointment of City Council Members on Various Boards, Committees, and Commissions

**MEETING DATE:** January 6, 2016

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Confirm annual appointment of City Council Members on various boards, committees, and commissions.

**BACKGROUND INFORMATION:** The attached list sets forth the service of City Council Members on various County and regional boards, committees, and commissions. The list is confirmed annually after the reorganization of the City Council for accuracy. The changes are summarized below and highlighted on the attached list:

- The names in which the **position** was appointed were updated to reflect the Council reorganization and changes in staffing; and
- The Advisory Water Commission requested that an Alternate be appointed – the position of Water Plant Superintendent was added as Alternate.

Staff recommends confirmation of the list as presented.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

---

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

**LODI CITY COUNCIL**  
**SERVICE ON VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES**

CITY OF LODI RISK OVERSIGHT COMMITTEE – (Comprised of Council Member serving as NCPA Alternate Board member, City Manager, Deputy City Manager, City Attorney, and Electric Utility Director, no term limit.) Meetings not less than once per month, or as otherwise called). *Contact: Jordan Ayers, Deputy City Manager, (209) 333-6700*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333/6702	January 6, 2015	Unspecified

Appointments made by the City Council by motion action.

LEAGUE OF CALIFORNIA CITIES CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE - (Comprised of 1 representative and 1 alternate from each member municipality from which there is no officer; 2 Lodi reps., no term limit.) Meetings as called. *Contact: Stephen Qualls, LCC/CVD Public Affairs Regional Manager, 614-0118*

Purpose: Led by the Executive Board, the Committee guides member city activities and efforts to improve fellowship and cooperation among member cities and increase the quality, responsiveness, and vitality of Central Valley local governments.

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
JoAnne Mounce	333-6702	March 1, 2006	Unspecified
Stephen Schwabauer, City Manager	333-6700	March 1, 2006	Unspecified

*(Pursuant to City Council Protocol Manual Section 4.2b, the Mayor and Mayor Pro Tempore shall be the voting delegate and alternate for the National League of Cities and League of California Cities annual business meetings, unless otherwise delegated by the Mayor.)*

Appointments made by the City Council by motion action. Council Member to serve as representative, City Manager as Alternate.

LEAGUE OF CALIFORNIA CITIES EXECUTIVE BOARD – Meets quarterly. *Contact: Mimi Sharpe, LCC Executive Assistant, (916) 658-8232*

Purpose: The League board of directors is responsible for the overall supervision, control, and direction of the League. Only city officials from League member cities are eligible for membership on the board of directors..

	<u>Business</u>	<u>Appointed</u>
JoAnne Mounce, 2 <sup>nd</sup> 1 <sup>st</sup> Vice President	333-6702	November 28, 2014

Formatted: Superscript

JOINT CITY/COUNTY CRIMINAL JUSTICE TASK FORCE - (Comprised of representatives from each city in San Joaquin and representatives from the County; no term limit.) Meetings as called. *Contact: Scott Tyrrell, Aid to Supervisor Elliott, 468-0181*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Mayor <u>Mark Chandler</u>	333-6702	January 6, 2015	Unspecified
Mayor Pro Tempore <u>Doug Kuehne</u>	333-6702	January 6, 2015	Unspecified
Steve Schwabauer, Staff Liaison	333-6700		Unspecified
<u>Mark Helms</u> <u>Tod Patterson</u> , Staff Liaison	333-6725		Unspecified

LOCAL AGENCY FORMATION COMMISSION (LAFCO) - (1 Lodi rep., 4-year term.) Meets 2<sup>nd</sup> Thursday of each month at 9:00 a.m., Board of Supervisor's Chambers, 44 N. San Joaquin Street, 6<sup>th</sup> Floor, Stockton. *Contact: James Glaser, LAFCO Executive Officer, 468-3198*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Doug Kuehne, Alternate	333-6702	December 9, 2014	May 2017

Appointments made by a City Selection Committee comprised of all seated Mayors in San Joaquin County. Council Member required.

**LODI CITY COUNCIL  
SERVICE ON VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES**

LODI 2 X 2 COMMITTEE - (Comprised of 2 representatives each from City of Lodi and Lodi Unified School District; 2 Lodi reps., no term limit.) Meetings as called. *Contact: Susan Lake, City Manager's Office, 333-6700*

Purpose: To provide an opportunity for open dialogue, exchanging of ideas, and discussion of mutual goals between the City and the District; the committee is comprised of 2 Council members, 2 School Board members, the City Manager, the Superintendent, and staff members as appropriate.

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
JoAnne Mounce	333-6702	December 14, 2004	Unspecified
Bob Johnson	333-6702	December 14, 2004	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Two Council Members required.

NORTHEASTERN SAN JOAQUIN COUNTY GROUNDWATER BANKING AUTHORITY - (1 Lodi rep., 4-year term.) Board meets 2<sup>nd</sup> Wednesday of each month, 9:30 a.m. at the CA Water Service Co., Conference Room, 1602 E. Lafayette, Stockton. *Contact: Brandon Nakagawa, Interim Water Resources Coordinator, 468-3089*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Alan Nakanishi, Delegate	333-6702	January 6, 2015	Unspecified
Water Plant Superintendent, Alternate <i>Andrew Richle</i>	333-6878	January 6, 2015	Unspecified

Coordinating Committee meets 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays. Mr. Sandelin serves as the representative on the committee.

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member not required.

NORTHERN CALIFORNIA POWER AGENCY (NCPA) - (1 Lodi rep., no term limit.) Meets 4th Thursday of each month at 9:30 a.m. at various locations. *Contact: Cary Padgett, NCPA, (916) 781-4202*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Mark Chandler, Delegate	333-6702	January 6, 2015	Unspecified
Bob Johnson, Alternate	333-6702	January 6, 2015	Unspecified
Electric Utility Director, Alternate <i>Elizabeth Kirkley</i>	333-6762	June 21, 2010	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required (Delegate only).

SAN JOAQUIN COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY - (1 Lodi rep., no term limit.) Meeting date/time/location varies. *Contact: Carla Raborn, (209) 468-3229*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Alan Nakanishi	333-6702	January 6, 2015	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOC) - (1 Lodi rep., no term limit.) Meets 4th Thursday of each month at 5:00 p.m., 555 East Weber Avenue, Stockton. *Contact: Andrew Chesley, SJCOC, 235-0444*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Doug Kuehne, Delegate	333-6702	January 6, 2015	Unspecified
Alan Nakanishi, Alternate	333-6702	January 5, 2011	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

**LODI CITY COUNCIL  
SERVICE ON VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES**

SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT - WATER ADVISORY COMMISSION  
(1 Lodi rep., 4-year term.) Meets 3rd Wednesday of each month at 1:00 p.m.,  
Public Health Building Conference Room, 1601 Hazelton, Stockton.  
Contact: Lynn Hoffman, Public Works Dept., 468-3531 (mlhoffman@sjgov.org)

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Public Works Director, Delegate <a href="#">Charlie Swinley</a>	333-6706	January 6, 2015	February 22, 2017
<del>Water Plant Superintendent, Alternate <a href="#">Andrew Richle</a></del>	<del>333-6878</del>	<del>January 6, 2016</del>	<del>February 22, 2017</del>

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member preferred, not required.

SAN JOAQUIN COUNTY SOLID WASTE MANAGEMENT TASK FORCE - (1 Lodi rep., no term limit.) Meeting as called,  
1810 E. Hazelton, Stockton. Contact: David Gorton, County Public Works, 468-3066

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333-6702	January 6, 2015	Unspecified

Membership determined by Board of Supervisors and a majority of cities within the County which contain a majority of the population of the County. Council Member required.

SAN JOAQUIN JOINT POWERS AUTHORITY - (1 Lodi rep., no term limit.) Meets quarterly; location varies.  
Contact: Stacey Mortensen, Executive Director, (209) 944-6220

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333-6702	December 12, 2012	Unspecified

SAN JOAQUIN PARTNERSHIP - (1 Lodi rep., 4-year term.) Meets 4th Thursday of each month at 8:00 a.m., 2800 W. March Lane,  
Suite 470, Stockton. Contact: Chris Barnesberger-Youngsma, 956-3380

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson, Delegate	333-6702	February 16, 2005	Unspecified

Alternate has no voting authority in absence of the Delegate. Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

SAN JOAQUIN REGIONAL RAIL COMMISSION - (1 Lodi rep., no term limit.) Meets 1st Friday of the month at 8:00 a.m.,  
949 E. Channel Street, Stockton. Contact: Stacey Mortensen, Executive Director, (209) 944-6220

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333-6702	December 7, 2012	Unspecified

SAN JOAQUIN VALLEY SPECIAL CITY SELECTION COMMITTEE - (1 Lodi rep., no term limit.) Meetings as called. Meetings held at  
Central Region Office, Governing Board Room, 1990 E. Gettysburg Avenue, Fresno, CA (or via teleconference at  
one of these locations: Central Region Office in Fresno, Northern Region Office in Modesto, and Southern Region  
Office in Bakersfield). Contact: Seyed Sadredin, Executive Director, San Joaquin Valley APCD, (559) 230-6036

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Mayor, Delegate <a href="#">Mark Chandler</a>	333-6702	January 6, 2015	Unspecified
Mayor Pro Tempore, Alternate <a href="#">Doug Kuehne</a>	333-6702	January 6, 2015	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

**LODI CITY COUNCIL**  
**SERVICE ON VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES**

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TRANSMISSION AGENCY OF NORTHERN CALIFORNIA (TANC) - (1 Lodi rep., no term limit.) Meets 3rd Wednesday after the 1<sup>st</sup> Monday of every month, with additional special meetings as called.  
Meetings held at 10:00 a.m. at 35 Iron Point Circle, Suite 225, Folsom (location of firm which officiates over TANC activities). *Contact: Ann Czerwonka, Navigant, (916) 631-4007*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Electric Utility Director, Delegate <i>Elizabeth Kirkley</i>	333-6762	September 2, 2009	Unspecified
Rates & Resources Manager, Alternate <i>Melissa CadekPrice</i>	333-6762	January 6, 2015	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action.

---

Posted pursuant to Section 54972 of the State of California Government Code. Questions regarding this posting should be directed to the City Clerk's Office at (209) 333-6702.

Dated: February 4, 2015 January 6, 2016

---

Jennifer M. Ferraiolo  
City Clerk

Distribution (20):

B&C File	Electric Utility Director
City Attorney	Library (per State Statute)
City Clerk (3)	Posting (4)
City Council (5)	Public Works Director



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointment to the Lodi Arts Commission and the Lodi Senior Citizens Commission  
**MEETING DATE:** January 6, 2016  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointment to the Lodi Arts Commission and the Lodi Senior Citizens Commission.

**BACKGROUND INFORMATION:** On various dates, the City Council directed the City Clerk to post for vacancies on the Lodi Arts Commission and the Lodi Senior Citizens Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

**APPOINTMENT:**

**Lodi Arts Commission**

Edward Casillas Term to expire July 1, 2017  
Steven Orr Term to expire July 1, 2018

NOTE: Two applicants (no applications seeking reappointment, no applications on file, two new applications); posting ordered 7/15/15 and 8/5/15; application deadline – open until filled.

**Lodi Senior Citizens Commission**

Teresa Whitmire Term to expire December 31, 2019  
Tracy Williams Term to expire December 31, 2019

NOTE: Three applicants (Two applications seeking reappointment, one application on file, no new applications); posting ordered 10/21/15; application deadline 11/30/15.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

JMF/PMF

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



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Introduce Ordinance Amending Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – by Repealing Chapter 9.30 “Medical Marijuana Dispensaries” in its Entirety, and Enacting Chapter 9.30, “Medical Marijuana” to Prohibit the Delivery and Processing of Medical Marijuana within the City, as well as the Continued Prohibition of Medical Marijuana Dispensaries

**MEETING DATE:** January 6, 2016

**PREPARED BY:** City Attorney

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**RECOMMENDED ACTION:** Introduce Ordinance amending Chapter 9.30 of the Lodi Municipal Code by repealing Chapter 9.30 “Medical Marijuana Dispensaries” in its entirety, and enacting Chapter 9.30, “Medical Marijuana” to prohibit the delivery and processing of medical marijuana within the City of Lodi, as well as the continued prohibition of medical marijuana dispensaries.

**BACKGROUND INFORMATION:** Since April 15, 2009, medical marijuana dispensaries, whether fixed or mobile, have been expressly prohibited within the City’s jurisdictional limits. The outdoor cultivation of medical marijuana within the City and the indoor cultivation of medical marijuana that creates a public nuisance have been prohibited since December 19, 2012 (Lodi Municipal Code Chapter 8.30).

The City does not currently have any regulations affirmatively governing the distribution of medical marijuana by delivery services or the processing of medical marijuana for commercial retail and/or wholesale sales.

Pursuant to recent legislation<sup>1</sup>, collectively known as the Medical Marijuana Regulation and Safety Act (MMRSA), effective January 1, 2016, unless local agencies have express regulations or prohibitions in place by March 1, 2016, governing the cultivation of marijuana and/or the delivery of medical marijuana within their jurisdictions, these activities will be permitted and regulated by the State under the MMRSA.

The MMRSA is a series of three legislative bills that establish a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, storage, distribution, and sale of medical marijuana.

The MMRSA includes Assembly Bill 243, which establishes a regulatory and licensing structure for medical marijuana sites under the California Department of Food and Agriculture. It also includes Assembly Bill 266, which creates a dual licensing structure requiring both a State license, issued by the Department of Consumer Affairs, which will impose health and safety testing standards on medical marijuana, and a license or permit issued by the effected local jurisdiction. Lastly, Senate Bill 643 establishes criteria for the licensing of medical marijuana businesses, recognizes the authority of local entities to levy taxes and fees on such businesses, and regulates physicians recommending medical marijuana.

The proposed ordinance amends the City’s current regulation to include the prohibition of the delivery, transfer or transport, or arranging for the delivery, transfer or transport of medical marijuana, marijuana edibles and/or marijuana byproducts to or from any location within the jurisdictional limits of the City. These prohibitions are

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<sup>1</sup> AB 266 (Bonta, Cooley, Jones-Sawyer, Lack, Wood); AB 243 (Wood); and SB 643 (McGuire).

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

extended to activities that would otherwise be permitted under the MMRSA. AB 266 requires local agencies that desire to ban marijuana delivery services or mobile marijuana dispensaries to enact an ordinance affirmatively prohibiting this type of activity.

Several jurisdictions throughout the state have reported negative secondary effects relating to mobile dispensaries and delivery services, including but not limited to, an increase in criminal activity. For example, delivery drivers are often the target of armed robbers who seek cash and drugs. As a result, many drivers reportedly carry weapons or use armed guards for protection. It is also probable that delivery services will provide children with greater access to marijuana edibles that may fail to include proper warning labels or child resistant packaging. It is reasonable to assume that similar adverse impacts on the public health, safety and welfare could occur in the City if action is not taken to expressly prohibit marijuana delivery services.

The proposed ordinance also prohibits any method used to prepare marijuana, marijuana edibles and/or marijuana byproducts for commercial and/or wholesale sales. The prohibition would include the cleaning, curing, preparation, laboratory testing, manufacturing, packaging, and extraction of active ingredients to create marijuana related products and concentrates within the City. Such a processing prohibition would protect the public health, safety and welfare of the community.

Since the City currently prohibits medical marijuana dispensaries, whether fixed or mobile, and the outdoor cultivation of medical marijuana as well the indoor cultivation of medical marijuana that creates a public nuisance, the proposed amendments to Chapter 9.30 are consistent with the Council's historical position on the regulation of medical marijuana within the City.

**FUNDING:** None.

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Janice D. Magdich  
City Attorney

Attachment: Proposed Ordinance Enacting Chapter 9.30 "Medical Marijuana"

cc: Lodi Police Chief Tod Patterson

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF LODI AMENDING LODI MUNICIPAL CODE  
TITLE 9 – PUBLIC PEACE, MORALS, AND WELFARE –  
BY REPEALING CHAPTER 9.30, “MEDICAL MARIJUANA  
DISPENSARIES” IN ITS ENTIRETY, AND ENACTING  
CHAPTER 9.30, “MEDICAL MARIJUANA”

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – is hereby amended by repealing Chapter 9.30, “Medical Marijuana Dispensaries” in its entirety, and enacting Chapter 9.30, “Medical Marijuana” to read as follows:

CHAPTER 9.30

MEDICAL MARIJUANA ~~DISPENSARIES~~

SECTIONS:

- 9.30.010 Definitions
- 9.30.020 Establishment and Operation of Medical Marijuana Dispensaries Prohibited
- ~~9.30.030 Delivery of Medical Marijuana as a Prohibited Use and/or Activity~~
- ~~9.30.040 Processing of Medical Marijuana as a Prohibited Use and/or Activity~~
- 9.30.0350 Public Nuisance
- 9.30.0460 Civil Penalties

Section 9.30.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

A. “Medical Marijuana” is marijuana authorized in strict compliance with Health and Safety Code Section 11362.5, et seq.

B. “Medical Marijuana Dispensary” means any facility or location, whether fixed or mobile, where medical marijuana is cultivated or by any means made available to, distributed by, or distributed to two (2) or more of the following: a qualified patient, a person with an identification card, or a primary caregiver in strict accordance with Health and Safety Code Sections 11362.5, et seq., and 11362.7, et seq.

A medical marijuana dispensary shall not include the following uses, so long as such uses comply with this code, Health and Safety Code Section 11362.5 et seq., and other applicable law:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code.
2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code.

3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.
4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.
5. A hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

C. "Marijuana Delivery" or "Delivery" means the commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport of medical marijuana, marijuana edibles, and/or any marijuana products to or from any location within the jurisdictional limits of the City of Lodi, and any and all associated business and/or operational activities.

D. "Marijuana Processing" or "Processing" means any method used to prepare medical marijuana, marijuana edibles and/or marijuana byproducts for commercial retail and/or wholesale sales, including, but not limited to: cleaning, curing, preparation, laboratory testing, manufacturing, packaging, and extraction of active ingredients to create marijuana related products and concentrates.

DE. "Person with an identification card" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

DF. "Primary caregiver" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

EG. "Qualified patient" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

**Section 9.30.020 Establishment and Operation of Medical Marijuana Dispensaries Prohibited.**

No person shall establish, operate, or permit the establishment or operation of a medical marijuana dispensary in or upon any premises in the City of Lodi.

Section 9.30.030 Delivery of Marijuana as a Prohibited Use and/or Activity. Marijuana Delivery by any person or entity, including, but not limited to, clinics, collectives, cooperatives and dispensaries, is prohibited in the City. No permit, license, use permit or variance, whether conditional or otherwise, shall be issued for the establishment of such activity. Any Delivery that takes place in violation of any provision of this Chapter is unlawful, and is hereby declared a public nuisance. Nothing in this Chapter is intended to, nor shall it be construed to, make legal any Delivery activity that is otherwise prohibited under California law.

Section 9.30.040 Processing of Marijuana as a Prohibited Use and/or Activity. Marijuana Processing by any person or entity, including, but not limited to, clinics,

collectives, cooperatives and dispensaries, is prohibited in all zones within the City's jurisdictional limits. No permit, license, use permit or variance, whether conditional or otherwise, shall be issued for the establishment of such activity. Any Processing that takes place in violation of any provision of this Chapter is unlawful, and is hereby declared a public nuisance. Nothing in this Chapter is intended to, nor shall it be construed to, make legal any Processing activity that is otherwise prohibited under California law.

Section 9.30.0~~3~~<sup>5</sup>0 Public Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter 9.30 shall be; and hereby is declared to be a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731.

Section 9.30.0~~4~~<sup>6</sup>0 Civil Penalties.

In addition to any other enforcement permitted by this Chapter 9.30, the City Attorney may bring a civil action for injunctive relief and civil penalties pursuant to Chapter 1.10 of this code against any person or entity that violates this Chapter 9.30. In any civil action brought pursuant to this Chapter 9.30, a court of competent jurisdiction may award reasonable attorneys fees and costs to the prevailing party.

SECTION 2. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 4. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MARK CHANDLER  
Mayor

Attest:

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held January 6, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

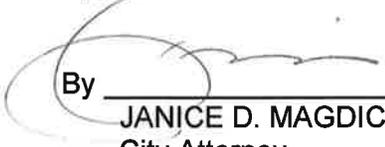
ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO  
City Clerk

Approved as to Form:

By 

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



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Provide Direction Regarding Lodi Electric Utility Customer Advisory Board  
**MEETING DATE:** January 6, 2016  
**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Provide direction regarding Lodi Electric Utility customer advisory board.

**BACKGROUND INFORMATION:** The Lodi Electric Utility (LEU) is governed by the City Council. At recent City Council meetings the concept of a customer advisory board was discussed during comments on non-agenda items.

In 2015 staff held two Town Hall Meetings to discuss various residential customer concerns. Should the City Council desire to pursue formation of an official customer advisory board, staff recommends due consideration of a proposed mission and purpose for such an advisory board and that it include representation from all customer classes.

Staff is seeking direction from the council regarding the formation of an LEU customer advisory board.

**FISCAL IMPACT:** Unknown at this time. Additional staff time will be required.

**FUNDING AVAILABLE:** Not applicable.

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Elizabeth A. Kirkley  
Electric Utility Director

EAK/ke

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