



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: January 15, 2014

Time: Closed Session 6:00 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl-Olson, 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.

***NOTE:** 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 24 hours prior to the meeting date.*

**C-1 Call to Order / Roll Call**

**C-2 Announcement of Closed Session**

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6

**C-3 Adjourn to Closed Session**

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

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

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

**B. Presentations – None**

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

- C-1 Receive Register of Claims in the Amount of \$3,322,332.68 (FIN)
- C-2 Approve Minutes (CLK)
  - a) December 17, 24, and 31, 2013 and January 7, 2014 (Shirtsleeve Sessions)
  - b) December 18, 2013 and January 1, 2014 (Regular Meetings)
  - c) December 18, 2013 and January 8, 2014 (Special Meetings)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 3 Parking Lot Improvements, 2141 South Ham Lane (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi West Wall Replacement, 2560 Paradise Drive (PW)
- Res. C-5 Adopt Resolution Rejecting Non-Responsive Bid and Awarding Contract for Western and Southern Plumes Monitoring Wells Installation Project to Applied Water Resources, of Walnut Creek (\$344,502.50), and Appropriating Funds (\$430,000) (PW)

- Res. C-6 Adopt Resolution Awarding Contract for Lodi Public Library Phase 3 Remodel Project to Diede Construction, Inc., of Woodbridge (\$284,190), and Appropriating Funds (\$350,000) (PW)
- Res. C-7 Adopt Resolution Awarding Contract for Hutchins Street Square Pool Filtration System Upgrade Project to Pool Scene, Inc., of West Sacramento (\$84,200), and Appropriating Funds (\$90,000) (PW)
- Res. C-8 Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 to Stockton Fence & Material Company, of Stockton (\$49,107.50) (PW)
- Res. C-9 Adopt Resolution Authorizing Use of Remaining Recreation Donation Funds for Skate Park Repairs and Appropriating Funds (\$7,089.84) (PRCS)
- C-10 Accept Improvements Under Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Staff Support for the Public Works Department Development Services Division with SNG & Associates, Inc., of Pleasanton (\$100,000) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute Agreement with EES Consulting, of Kirkland, Washington, for Electric Utility Rate Study Services and Appropriating Funds (\$78,560) (EU)

**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 Approving an Amendment of the 2013/14 Action Plan to Accommodate the Reallocation of Community Development Block Grant Funds and Appropriating Funds (\$62,885) (CD)

**H. Communications**

- H-1 Appointments to the Lodi Animal Advisory Commission, Lodi Senior Citizens Commission, Personnel Board of Review, San Joaquin County Mosquito and Vector Control District, and Site Plan and Architectural Review Committee and Re-Post for Remaining Vacancies on Lodi Animal Advisory Commission (CLK)
- H-2 Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

I-1 Take the Following Actions:

- Res. (3) a) Adopt Resolutions Approving One Time 2014 Adjustments to Executive Management Statement of Benefits, Approving 2014 Memorandum of Understanding with the Maintenance and Operators Unit, General Services Unit, and Mid-Management, Approving Benefit Modifications for Confidential Employees, and Appropriating Funds (\$647,869) (CA)
- Res. b) Adopt Resolution Approving One Time 2014 Benefit Modifications to Council Appointees and Appropriating Funds (\$13,138) (Mayor)

**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.

---

Randi Johl-Olson  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Receive Register of Claims through December 19, 2013 in the Total Amount of \$3,322,332.68.

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Financial Services Manager

---

**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$3,322,332.68.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$3,322,332.68 Through 12/19/13. Also attached is Payroll in the amount of \$2,701,219.62.

**FISCAL IMPACT:** Not applicable.

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

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Accounts Payable  
Council Report

Page - 1  
Date - 12/31/13

As of Thursday	Fund	Name	Amount
12/19/13	00100	General Fund	1,066,777.00
	00160	Electric Utility Fund	64,035.93
	00161	Utility Outlay Reserve Fund	405.00
	00164	Public Benefits Fund	9,425.00
	00170	Waste Water Utility Fund	116,466.05
	00171	Waste Wtr Util-Capital Outlay	104.38-
	00175	IMF Storm Facilities	4,498.32
	00180	Water Utility Fund	68,031.61
	00181	Water Utility-Capital Outlay	224,804.64
	00210	Library Fund	11,285.97
	00234	Local Law Enforce Block Grant	14,440.88
	00235	LPD-Public Safety Prog AB 1913	62.27
	00239	CalGRIP	2,643.35
	00260	Internal Service/Equip Maint	66,172.39
	00270	Employee Benefits	36,215.57
	00300	General Liabilities	816.23
	00310	Worker's Comp Insurance	17,003.30
	00321	Gas Tax-2105,2106,2107	40,465.44
	00322	Gas Tax -2103	553,913.98
	00325	Measure K Funds	310,879.54
	00331	Federal - Streets	68,867.65
	00340	Comm Dev Special Rev Fund	239.59
	00347	Parks, Rec & Cultural Services	30,109.22
	00444	HUD-Federal Sustainable Comm	15,244.52
	00459	H U D	92,456.70
	01211	Capital Outlay/General Fund	228,631.11
	01212	Parks & Rec Capital	1,004.55
	01250	Dial-a-Ride/Transportation	163,341.93
	01251	Transit Capital	1,216.08
	01410	Expendable Trust	95,175.79
Sum			3,304,525.23
	00184	Water PCE-TCE-Settlements	84.00
	00185	PCE/TCE Rate Abatement Fund	6,239.50
	00190	Central Plume	11,483.95
Sum			17,807.45
Total Sum			3,322,332.68

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	11/24/13	00100	General Fund	687,899.32
		00160	Electric Utility Fund	143,923.31
		00161	Utility Outlay Reserve Fund	4,676.41
		00170	Waste Water Utility Fund	109,667.33
		00180	Water Utility Fund	19,497.24
		00210	Library Fund	25,822.13
		00235	LPD-Public Safety Prog AB 1913	1,050.14
		00239	CalGRIP	864.40
		00260	Internal Service/Equip Maint	16,511.83
		00321	Gas Tax-2105,2106,2107	34,076.42
		00340	Comm Dev Special Rev Fund	23,167.03
		00345	Community Center	103.67
		00347	Parks, Rec & Cultural Services	100,765.46
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
Sum				1,175,566.57
	12/08/13	00100	General Fund	935,752.79
		00160	Electric Utility Fund	148,569.66
		00161	Utility Outlay Reserve Fund	2,338.20
		00170	Waste Water Utility Fund	146,836.61
		00180	Water Utility Fund	12,705.74
		00210	Library Fund	25,667.49
		00235	LPD-Public Safety Prog AB 1913	1,154.00
		00239	CalGRIP	669.91
		00260	Internal Service/Equip Maint	16,363.51
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	29,727.20
		00340	Comm Dev Special Rev Fund	23,211.92
		00347	Parks, Rec & Cultural Services	94,591.73
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
Sum				1,448,086.53
Retiree	01/31/14	00100	General Fund	77,566.52
Pay Period Total:				
Sum				77,566.52



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) December 17, 2013 (Shirtsleeve Session)  
b) December 18, 2013 (Regular Meeting)  
c) December 18, 2013 (Special Meeting)  
d) December 24, 2013 (Shirtsleeve Session)  
e) December 31, 2013 (Shirtsleeve Session)  
f) January 1, 2014 (Regular Meeting)  
g) January 7, 2014 (Shirtsleeve Session)  
h) January 8, 2014 (Special Meeting)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) December 17, 2013 (Shirtsleeve Session)  
b) December 18, 2013 (Regular Meeting)  
c) December 18, 2013 (Special Meeting)  
d) December 24, 2013 (Shirtsleeve Session)  
e) December 31, 2013 (Shirtsleeve Session)  
f) January 1, 2014 (Regular Meeting)  
g) January 7, 2014 (Shirtsleeve Session)  
h) January 8, 2014 (Special Meeting)

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

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

---

Randi Johl-Olson  
City Clerk

Attachments

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, DECEMBER 17, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, December 17, 2013, commencing at 7:00 a.m.

Present: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: Council Member Nakanishi

Also Present: Deputy City Manager Ayers, City Attorney Schwabauer, and City Clerk Johl-Olson

B. Topic(s)

B-1 Lodi Solar Program Update (PW)

Business Development Manager Rob Lechner and Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the solar program update. Specific topics of discussion included program summary, developing issues, renewable portfolio standard (RPS), net energy metering (NEM), program participation, solar costs, and future of the program.

In response to Mayor Pro Tempore Hansen, Mr. Lechner stated the One Million Homes Program appears to be on target based on the fact that the program funds are being used in their entirety and Lodi has approximately 180 homes.

In response to Mayor Katzakian and Mayor Pro Tempore Hansen, Ms. Kirkley stated the solar rate applies to both residential and commercial properties. She stated the rate is available all year round on a retail basis to offset excess solar generation. Ms. Kirkley also explained the annual true-up process for excess generation above what is actually used.

In response to Council Member Johnson and Mayor Pro Tempore Hansen, Mr. Lechner and Ms. Kirkley stated the consultant will do a rate study for all electric rates and will also look at solar rates and charges during that review.

In response to Mayor Pro Tempore Hansen, Mr. Lechner confirmed there are zero days for solar energy generation based upon the number of foggy and cloudy days.

In response to Mayor Pro Tempore Hansen, Ms. Kirkley stated a low-income customer that pays into the solar program will likely be unable to purchase a solar system and therefore there is an equity issue.

In response to Mayor Pro Tempore Hansen, Mr. Lechner stated pay back on a solar system is typically about 7 to 10 years currently.

Discussion ensued amongst Mayor Pro Tempore Hansen, Ms. Kirkley, and Mr. Lechner regarding the timeline for future hydro and geo projects and RPS qualifications and eligibility.

In response to Mayor Katzakian, Ms. Kirkley stated there are no customers right now in the City that are generating excess solar energy.

In response to Mayor Pro Tempore Hansen, Mr. Lechner stated he cannot think of any reason the City would want to stop or prevent the NEM legislation.

In response to Mayor Katzakian, Mr. Lechner confirmed that solar systems are most beneficial to keep customers out of the Tier 4 and Tier 5 energy usage.

In response to Council Member Mounce, Mr. Lechner stated there is generally little incentive for a property owner to install a solar system for a rental property, which is likely true for east side properties.

In response to Mayor Pro Tempore Hansen, Mr. Lechner confirmed that 2010 legislation requires new homes to be solar ready and may also require some solar paneling.

In response to Council Member Johnson, Mr. Lechner stated shading in an area, along with the direction the house is facing and roof condition, may affect the effectiveness of a solar system.

In response to Council Member Johnson, Mr. Lechner stated there is no pre-approved list for solar system contractors although he does provide several names verbally if asked.

A brief discussion ensued amongst the City Council regarding the pros and cons of establishing a pre-approved list of solar installation contractors.

In response to Mayor Katzakian, City Attorney Schwabauer stated solar contractors are licensed and bonded through the State and the City also requires a business license.

In response to Mayor Pro Tempore Hansen, Mr. Lechner stated the City has a rebate program, there is a federal tax credit available, and the State tax credit has expired.

In response to Mayor Pro Tempore Hansen, Mr. Lechner stated three years ago a non-residential lottery was held for six slots and ten entries were received for the rebate program.

In response to Mayor Pro Tempore Hansen, Mr. Lechner stated there have been no complaints received to date regarding the rebate program.

In response to Mayor Pro Tempore Hansen, Mr. Lechner stated the rebate program is first come, first serve unless there are more applications received than slots available.

In response to Mayor Katzakian, Mr. Lechner stated of the \$450,000, \$210,000 is for residential and the remaining is for non-residential. Mr. Lechner stated any unused funds from one side will be combined with the other side as necessary.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, DECEMBER 18, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of December 18, 2013, was called to order by Mayor Katzakian at 6:35 p.m.

Present: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: Council Member Nakanishi

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl-Olson

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

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

A. Call to Order / Roll Call

The Regular City Council meeting of December 18, 2013, was called to order by Mayor Katzakian at 7:00 p.m.

Present: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: Council Member Nakanishi

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl-Olson

B. Presentations

- B-1 Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CM)

Mayor Katzakian presented the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting to Ruby Paiste, Financial Services Manager,

and Wendy Corder-Dowhower, Supervising Accountant.

B-2 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

Miranda O'Mahony and Daniel Anaforian, members of the Greater Lodi Area Youth Commission, gave a presentation regarding the Commissions activities and accomplishments.

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: Council Member Nakanishi

C-1 Receive Register of Claims in the Amount of \$1,864,714.95 (FIN)

Claims were approved in the amount of \$1,864,714.95.

C-2 Approve Minutes (CLK)

The minutes of November 20, 2013 (Regular Meeting), November 26, 2013 (Shirtsleeve Session), December 3, 2013 (Shirtsleeve Session), December 3, 2013 (Special Meeting), December 4, 2013 (Regular Meeting), and December 10, 2013 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 4 (PW)

Approved the plans and specifications and authorized advertisement for bids for Water Meter Program Phase 4.

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

Approved the plans and specifications and authorized advertisement for bids for Water Meter Program - Non-Residential Phase.

C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Wastewater Main Rehabilitation Program (Project No. 6) (PW)

Approved the plans and specifications and authorized advertisement for bids for Wastewater Main Rehabilitation Program (Project No. 6).

C-6 Approve Specifications and Authorize Advertisement for Bids to Procure Padmount Transformers (EU)

Approved the specifications and authorized advertisement for bids to procure padmount transformers.

C-7 Approve Specifications and Authorize Advertisement for Bids for Directional Boring, Excavation, and Conduit Installation (EU)

Approved the specifications and authorized advertisement for bids for directional boring, excavation, and conduit installation.

C-8 Adopt Resolution Authorizing the Lodi Police Department to Accept a 1994 Ford Econoline E350 Diesel Van (PD)

Adopted Resolution No. 2013-214 authorizing the Lodi Police Department to accept a 1994 Ford Econoline E350 diesel van and authorizing the City Manager to execute a Transfer of Surplus Property and Hold Harmless Agreement.

C-9 Adopt Resolution Approving the Purchase of Transit Fare Collection Vault Equipment from Sole Source GFI GenFare, of Elk Grove Village, IL (\$41,083.41) (PW)

Adopted Resolution No. 2013-215 approving the purchase of transit fare collection vault equipment from sole source GFI GenFare, of Elk Grove Village, IL, in the amount of \$41,083.41.

C-10 Adopt Resolution Accepting Improvements Under Contract for Grape Bowl Phase 3 Improvements Project and Appropriating Funds (\$110,000) (PW)

Adopted Resolution No. 2013-216 accepting improvements under contract for Grape Bowl Phase 3 Improvements Project and appropriating funds in the amount of \$110,000.

C-11 Adopt Resolution Accepting Improvements Under Contract for Water Meter Program Phase 3 and Appropriating Funds (\$750,000) (PW)

Adopted Resolution No. 2013-217 accepting improvements under contract for Water Meter Program Phase 3 and appropriating funds in the amount of \$750,000.

C-12 Accept Improvements Under Contract for Kofu Park Parking Lot Improvements, 1145 South Ham Lane (PW)

Accepted the improvements under contract for Kofu Park Parking Lot Improvements, 1145 South Ham Lane.

C-13 Adopt Resolution Authorizing the City Manager to Execute Contract Amendment with Atlas Copco Compressors, LLC, to Include Repairs to Compressed Natural Gas Fueling Station (\$25,000) (PW)

Adopted Resolution No. 2013-218 authorizing the City Manager to execute contract amendment with Atlas Copco Compressors, LLC, to include repairs to compressed natural gas fueling station in the amount of \$25,000.

C-14 Adopt Resolution Authorizing the City Manager to Extend the Term of the Contract with Matt Foskett Consulting LLC for Electric Utility Rates and Resources Services (EU)

Adopted Resolution No. 2013-219 authorizing the City Manager to extend the term of the contract with Matt Foskett Consulting LLC for Electric Utility rates and resources services.

C-15 Adopt Resolution Authorizing the City Manager to Approve Contract with Comcast Enterprise Services for Internet Service Upgrade (\$25,200) (CM)

Adopted Resolution No. 2013-220 authorizing the City Manager to approve contract with Comcast Enterprise Services for internet service upgrade in the amount of \$25,200.

C-16 Adopt Resolution Approving Affordable Care Act's Look-Back Measurement Method Safe Harbor (CM)

Adopted Resolution No. 2013-221 approving Affordable Care Act's Look-Back Measurement Method Safe Harbor.

C-17 Adopt Resolution Approving Transit Policy for Personal Care Attendants on the GrapeLine Fixed Route Service (PW)

Adopted Resolution No. 2013-222 approving Transit Policy for Personal Care Attendants on the GrapeLine Fixed Route Service.

C-18 Adopt Resolution Authorizing Removal of School Crosswalk and All Associated Signage and Striping on Holly Drive West of Fairmont Avenue (PW)

Adopted Resolution No. 2013-223 authorizing removal of school crosswalk and all associated signage and striping on Holly Drive west of Fairmont Avenue.

C-19 Set Public Hearing for January 15, 2014, to Consider and Approve an Amendment of the 2013/14 Action Plan to Accommodate the Reallocation of Community Development Block Grant Funds (CD)

Set public hearing for January 15, 2014, to consider and approve an amendment of the 2013/14 Action Plan to accommodate the reallocation of Community Development Block Grant funds.

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.

None.

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

Council Member Mounce asked that staff follow up on specific locations of concern regarding sidewalk repairs and code enforcement issues.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Confirming the 2014 Annual Report and Levy of Assessments Within the Lodi Tourism Business Improvement District (CM)

NOTE: This item is a quasi-judicial hearing and requires disclosure of ex parte communications as set forth in Resolution No. 2006-31

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider adopting resolution confirming the 2014 Annual Report and levy of assessments within the Lodi Tourism Business Improvement District.

Deputy City Manager Jordan Ayers provided a brief overview of the proposed resolution confirming the 2014 annual report and levy of assessments within the Lodi Tourism Business Improvement District as set forth in the Council Communication.

Mayor Katzakian opened the hearing to receive public comment. Receiving no comments, Mayor Katzakian closed the public hearing.

Council Member Mounce made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2013-224 confirming the 2014 Annual Report and levy of assessments within the Lodi Tourism Business Improvement District.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: Council Member Nakanishi

G-2 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 Katzakian called for the 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.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the pre-approved Engineering News Record adjustment index for water rates. Specific topics of discussion included the history and procedure of the previous approval for adjustments, five-year summary, current and recommended rates, and local and regional rate comparisons.

In response to Council Member Mounce, Mr. Sandelin stated this item is related to an existing five-year program of approved increases through which the City Council was provided information on how to keep the program operations level through 2014. Mr. Sandelin stated the new Proposition 218 process will be approved in 2014 for implementation in 2015 through 2018.

Mayor Katzakian opened the hearing to receive public comment. Receiving no comments, Mayor Katzakian closed the public hearing.

Council Member Johnson made a motion, second by Mayor Katzakian, to adopt Resolution No. 2013-225 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, Mayor Pro Tempore Hansen, and Mayor Katzakian  
Noes: Council Member Mounce  
Absent: Council Member Nakanishi

G-3 Public Hearing to Consider Adopting Resolutions Setting Future Water, Wastewater, and Solid Waste Rate Schedules Pursuant to Proposition 218 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 Katzakian called for the public hearing to consider adopting resolutions setting future water, wastewater, and solid waste rate schedules pursuant to Proposition 218 for residential, commercial, and industrial customers.

City Attorney Schwabauer provided a brief overview of the need to extend the public hearing to ensure notice is provided to all residents, including the approximately 1,300 residents that may not have received notice due to a computer error.

Council Member Johnson expressed his preference to re-do the entire Proposition 218 process from the beginning, notwithstanding the costs associated with the same, to ensure proper notice is given to all residents.

The following residents provided a protest to the proposed water, wastewater, and solid waste rates pursuant to Proposition 218:

James Born - 526 Louie Avenue  
Alan Goldberg - 912 Everett Court  
Laurie and Edward Perez - 76 Westwood Drive  
Maria Rubino - 212 Maple Street  
Martha Garcia - 241 1/2 Flora Street  
Elba Reyes, 211 Watson  
Matthew Hinton - 230 Meadowlark Way

Doug Kuehne spoke in regard to his preference for a comparison with other cities.

City Attorney Schwabauer provided an overview of the process associated with in-lieu transfers from utilities to the General Fund for cost of services provided to specific enterprises. Public Works Director Wally Sandelin provided an overview of the various water meter sizes, costs, and installation of the same.

In response to Council Member Mounce, Mr. Schwabauer stated the Proposition 218 notices were not sent out in Spanish. Council Member Mounce expressed her preference for a re-do of the entire Proposition 218 process.

In response to Mayor Katzakian, Mr. Schwabauer stated Proposition 218 does allow notices to go out with utility billing. Mr. Ayers stated it would take approximately four weeks for the utility billing cycle to be completed and there are approximately 6,000 customers who do not receive a paper bill.

In response to Council Member Hansen, Mr. Ayers stated the 6,000 customers that do not receive a paper bill receive an electronic bill at their request and a process will need to be included for noticing those customers.

Council Member Mounce made a motion, second by Council Member Johnson, to (1) conduct the Proposition 218 process again from the beginning, (2) conduct the new process through the City's

existing utility billing system, (3) include in the final count any protests received to date under the current noticing, (4) provide bilingual notices in the new process, (5) ensure the new notices are in a readable font and include a marking indicating the importance of the notice, (6) include with the notice a copy of the letter written by the Public Works Director explaining the need for the increase, (7) provide bilingual translators at future public hearings for this topic, and (8) schedule a future City Council or Shirtsleeve Session to review what alternatives are available to the community if a rate increase is not implemented.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: Council Member Nakanishi

H. Communications

H-1 Monthly Protocol Account Report (CLK)

Mayor Katzakian made a motion, second by Council Member Mounce, to accept the cumulative Monthly Protocol Account Report through November 30, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: Council Member Nakanishi

I. Regular Calendar

I-1 Review of City's Annual Financial Report (Fiscal Year 2012/13) by Macias, Gini & O'Connell, LLP (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the 2012/13 Comprehensive Annual Financial Report. Specific topics of discussion included the auditor's opinion, status of the City's financial position including budget to actual variances in the General Fund, single audit results, and a review of the Management Letter including previous year findings.

Council Member Mounce requested a future meeting to review the utility late fee amount charged for non-payment in light of the \$415,000 increase reflected in the presentation.

In response to Council Member Hansen, Mr. Ayers stated police officer hiring is subject to a time limit based on the terms of the grant. Mr. Bartlam stated there is also an ability to hire issue associated with the funding, which includes current numbers in the department and the lengthy hiring process.

In response to Council Member Hansen, Police Chief Mark Helms stated there are currently three vacancies and two officers starting in January. A brief discussion ensued amongst Council Member Hansen and Chief Helms regarding the hiring and recruiting process for police officers.

In response to Council Member Johnson, Mr. Ayers stated he does monitor reserve establishment in the industry and is comfortable with the current amount.

In response to Council Member Mounce, Mr. Ayers stated with respect to offsite back-up at White Slough, the hardware is in place but the process has not yet been started and staff will review the same in connection with the Tyler implementation.

In response to Council Member Mounce, Auditor Scott Brunner stated the City staff works very well with the auditors to ensure documentation requested is provided and the City is financially more stable this year than the previous year. Mr. Brunner stated a future item of concern for the City Council is GASB 68, which is related to reporting unfunded pension liabilities. Mr. Brunner stated the reporting itself will reduce the net position for agencies in the future and overall the City's debt to asset ratio currently is on par with other agencies.

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

Mayor Katzakian made a motion, second by Council Member Mounce, to adopt the following resolutions: Resolution No. LPIC2013-01 reorganizing the Lodi Public Improvement Corporation; Resolution No. IDA-36 reorganizing the Industrial Development Authority; Resolution No. LFC-23 reorganizing the Lodi Financing Corporation; and Resolution LPFA2013-01 reorganizing the Lodi Public Financing Authority.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Hansen, and Mayor Katzakian

Noes: None

Absent: Council Member Nakanishi

L. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:25 p.m., in memory of long-time Public Works employee, John Croce, who passed away on November 27.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, DECEMBER 18, 2013**

The December 18, 2013, Special Meeting of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, DECEMBER 24, 2013**

The December 24, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, DECEMBER 31, 2013**

The December 31, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JANUARY 1, 2014**

The January 1, 2014, Regular Meeting of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JANUARY 7, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 7, 2014, commencing at 7:00 a.m.

Present: Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl-Olson

B. Topic(s)

B-1 Proposed Changes for Fourth of July at the Lake (PRCS)

Parks, Recreation and Cultural Services Director Jeff Hood provided a PowerPoint presentation regarding proposed changes for 4th of July at the Lake. Specific topics of discussion included history, current event logistics, major event expenses, event results, recommendations for 2014, activities throughout day in recent years and proposed for 2014, cost and revenue considerations, and alternatives.

In response to Council Member Nakanishi, Mr. Hood stated costs for the event have generally been the same since 2007.

In response to Mayor Pro Tempore Hansen, Mr. Hood confirmed that attendance was light in the beach area last year.

In response to Council Member Mounce, Recreation Supervisor Jennifer Winn confirmed that event attendees are not allowed to rope off areas without a physical presence in that area throughout the day.

In response to Mayor Pro Tempore Hansen, Lt. David Griffin stated officers exclude a fair amount of contraband and prohibited items from the event. He stated the officers also monitor gang activity and gang clothing.

In response to Council Member Mounce, Mr. Hood confirmed there was a beer booth at the event last year. Mr. Hood stated under the proposal participants will be able to bring in a picnic but food and beverage vendors will not be available.

In response to Mayor Pro Tempore Hansen, Mr. Hood stated ten vendors participated in last year's event. Mr. Hood stated vendors are reluctant to spend the whole day at the park and would prefer to leave the park prior to the fireworks show.

In response to Council Member Mounce, Lt. Griffin stated there is limited space in the staging area where police mobile command is currently located for the event and space for vendors will be tight.

In response to Council Member Nakanishi, Ms. Winn stated the highest sale from last year's vendors was shaved ice and the lowest sale was barbecue foods.

In response to Mayor Katakian, Mr. Hood confirmed that there are no food and beverage options other than vendors because the snack stand closed years ago.

In response to Mayor Pro Tempore Hansen, Ms. Winn confirmed that total event attendance has declined over the last few years.

In response to Council Member Mounce, Lt. Griffin stated the make-up of the event over the years has changed in that there are less activities during the day and that may be contributing to the decline in attendance.

In response to Council Member Mounce, Mr. Hood reviewed the options of going smaller, going bigger, or keeping the status quo for the annual 4th of July event. He stated going smaller involves closing the park during the day and going bigger involves increased costs for volunteers and activities.

In response to Council Member Mounce, Police Chief Mark Helms stated from a community safety perspective, he preferred a fenced event with entry fees and controlled access over an open event.

A brief discussion ensued amongst the City Council, Chief Helms, and Mr. Bartlam regarding the use of volunteers for the 4th of July event and related costs.

In response to Mayor Pro Tempore Hansen, Mr. Hood stated the nature area is closed during the event due to emergency vehicle access requirements.

In response to Council Member Mounce, Mr. Hood stated staff can review options for vendors to have an ability to leave the premises earlier in the day prior to the start of the fireworks show.

The City Council provided general direction to remain with the status quo for the annual 4th of July event.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:45 a.m.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JANUARY 8, 2014**

A. Call to Order / Roll Call

The Special City Council meeting of January 8, 2014, was called to order by Mayor Katzakian at 7:05 a.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: None

Also Present: City Attorney Schwabauer, and City Clerk Johl-Olson

B. Closed Session

B-1 Conference with Phil Katzakian (Labor Negotiator) Regarding City Council Appointees, Pursuant to Government Code §54957.6

At 7:05 a.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 7:50 a.m.

C. Return to Open Session / Disclosure of Action

At 7:50 a.m., Mayor Katzakian reconvened the City Council meeting and disclosed the following action.

Item B-1 was discussion only with no reportable action.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:50 a.m.

ATTEST:

Randi Johl-Olson  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 3 Parking Lot Improvements, 2141 South Ham Lane

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Fire Station No. 3 Parking Lot Improvements, 2141 South Ham Lane.

**BACKGROUND INFORMATION:** The parking lot at Fire Station No. 3 was constructed with the original building in 1974. The parking lot no longer drains properly and has numerous potholes.

The project consists of reconstructing the parking lot (approximately 4,400 square feet) with asphalt concrete, constructing a drive approach and van accessible parking stalls, and other incidental and related work, all as shown on the plans and specifications for the project.

Plans and specifications are on file in the Public Works Department. The planned bid opening date is February 12, 2014. The construction estimate is \$50,000.

**FISCAL IMPACT:** None.

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

---

F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer  
FWS/SN/pmf  
cc: Fire Chief

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi West Wall Replacement, 2560 Paradise Drive

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Lodi West Wall Replacement, 2560 Paradise Drive.

**BACKGROUND INFORMATION:** In September 2013, a vehicle hit the 8-foot high block wall and entrance sign at 2560 Paradise Drive. The wall and sign were damaged beyond repair and need to be fully removed and replaced.

The project consists of removing 22 linear feet of 8-foot wall, removing the entrance sign, reconstructing the wall with the matching stone, replacing the entrance sign, and other incidental and related work, all as shown on the plans and specifications for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is February 12, 2014. The construction estimate is \$15,000.

**FISCAL IMPACT:** The project will not have an impact to the maintenance costs of the facility but will reduce the City's liability associated with a damaged structure.

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

---

F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer  
FWS/SN/pmf  
cc: Deputy Public Works Director – Utilities

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Rejecting Non-Responsive Bid and Awarding Contract for Western and Southern Plumes Monitoring Wells Installation Project to Applied Water Resources of Walnut Creek (\$344,502.50) and Appropriating Funds (\$430,000)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution rejecting non-responsive bid, awarding contract for Western and Southern Plumes Monitoring Wells Installation Project to Applied Water Resources, of Walnut Creek, in the amount of \$334,502.50 and appropriating funds in the amount of \$430,000.

**BACKGROUND INFORMATION:** The *Groundwater Monitoring Plan for the Western and Southern Plume Areas*, prepared in February 2011 by Treadwell and Rollo, established a groundwater monitoring and reporting plan for the Western and Southern Plume areas. Previously conducted investigations have generally defined the extent of the groundwater pollution as shown in Attachment A. The pollution is industrial solvents PCE and TCE, which are found in the soil and groundwater in parts of central Lodi.

Using the City's groundwater model prepared by Treadwell and Rollo, combined with the results of previous investigations, locations and depths were identified for additional monitoring facilities. As a result, three monitoring wells are proposed for construction at the locations identified in Attachment B (WMW 1A,B,C,D; WMW 2 A,B,C; and SMW 1A,B). At each monitoring well location, two to four discrete depth levels will be monitored using nested monitoring wells, each constructed to sample from a single discrete depth. The final discrete depths and associated well screen locations will be determined during construction and in consultation with the Regional Water Quality Control Board (Board). On November 9, 2012, the Board issued approval of the draft plan for these monitoring wells.

Following installation of the new monitoring wells, a quarterly monitoring program will be implemented that will include one existing monitoring well in the Western Plume and 13 existing monitoring wells in the Southern Plume. Preparation of the existing monitoring wells and execution of the monitoring program is a part of the Monitoring Program contract previously awarded to Stantec Consulting Corporation.

The monitoring program will allow us to track PCE and TCE in the groundwater, which will guide future remediation efforts, if necessary.

Plans and specifications for this project were approved on February 20, 2013. The City received the following four bids for this project on December 4, 2013.

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Rejecting Non-Responsive Bid and Awarding Contract for Western and Southern Plumes Monitoring Wells Installation Project to Applied Water Resources of Walnut Creek (\$344,502.50) and Appropriating Funds (\$430,000)  
 January 15, 2014  
 Page 2

Bidder	Location	Bid
Engineer's Estimate		\$326,850.00
Apex Envirotech, Inc.	Gold River	\$217,330.00 (non-responsive)
Applied Water Resources	Walnut Creek	\$344,502.50*
Cascade Drilling	West Sacramento	\$363,850.00
SAC Consulting Engineers	Pleasanton	\$416,513.02
*Corrected Total		

The lowest bidder, Apex Envirotech, Inc., failed to list all subcontractors who will perform more than one half of one percent of the bid work in their bid proposal as required per California's Public Contract Code 4110, hence their bid is considered non-responsive. Staff recommends rejecting the bid from Apex Envirotech, Inc., as non-responsive and awarding the contract to the lowest responsive bidder, Applied Water Resources.

The requested appropriation of \$430,000 will cover the contract cost, contingencies, as well as engineering and inspection for the project.

**FISCAL IMPACT:** Not Applicable

<b>FUNDING AVAILABLE:</b>		Requested Appropriation:
	Western Plume Fund (194)	\$322,500
	Southern Plume Fund (191)	<u>\$107,500</u>
	<b>Total</b>	<b>\$430,000</b>

---

Jordan Ayers  
 Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
 Public Works Director

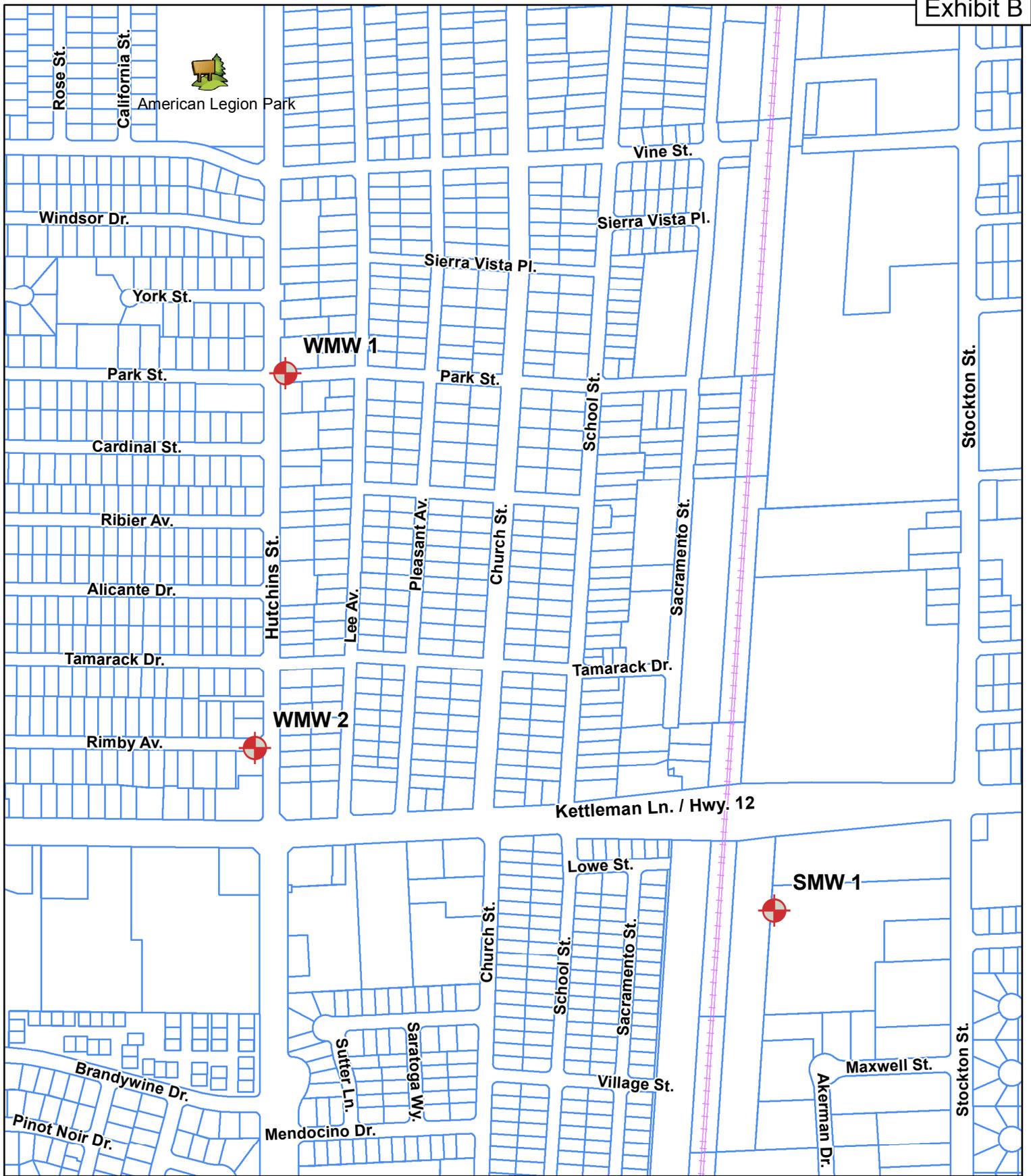
Prepared by Lyman Chang, Senior Civil Engineer  
 FWS/LC/pmf  
 Attachments

cc: Deputy Public Works Director – Utilities  
 City Engineer/Deputy Public Works Director  
 Senior Civil Engineer  
 Apex Envirotech, Inc  
 Applied Water Resources



Legend	
	Monitoring Well
	City Water Supply Well
	Central Plume Monitoring Well
	Railroad
	Park
	Mokelumne River
	School
<b>Western PCE Contours, 2007 (µg/L)</b>	
	Deep PCE Contour, Inferred (>75 ft)
	Deep PCE Contour (>75 ft)
	Shallow PCE Contour, Inferred (< 75 ft)
	Shallow PCE Contour (< 75 ft)
<b>Southern Plume Contours, 2008 (µg/L)</b>	
<b>PCE + TCE + 1,1-DCE</b>	
	Inferred Contour
	Isoconcentration Contour

<b>GROUNDWATER MONITORING</b> Lodi, California		
<b>WESTERN AND SOUTHERN</b> PLUME AREAS		
Date 1/31/2011	Project No. 730392333	Figure 1
<b>Treadwell &amp; Rollo</b> <small>A LANGAN COMPANY</small>		



**Western and Southern Plumes  
Monitoring Wells Installation Project  
Vicinity Map**



1 inch = 500 feet

**WESTERN AND SOUTHERN PLUMES  
MONITORING WELLS INSTALLATION PROJECT**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and APPLIED WATER RESOURCES, herein referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

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

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

The work consists of installing three groups of groundwater monitoring wells at locations shown on the vicinity maps in the project specifications. Contractor will be required to obtain all permits associated with monitoring well construction and will include a California-licensed Professional Geologist or Engineer. The work includes collecting groundwater samples and procuring analyses from a State certified lab as outlined in the project specifications. This project is being completed under the regulatory oversight of the California Regional Water Quality Control Board, Central Valley Region (RWQCB). The monitoring wells shall be constructed in accordance with California and San Joaquin County Well Standards. The wells shall be constructed as nested monitoring wells.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization/ Demobilization/Cleanup	LS	1	\$ 19,000.00	\$19,000.00
2.	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
3.	Testing and Reporting	LS	1	\$ 1,500.00	\$ 1,500.00
4.	Drill Monitoring Well, WMW 1 A, B, C	LS	1	\$ 69,500.00	\$69,500.00
5.	Drill Monitoring Well, WMW 2 A, B, C	LS	1	\$ 91,000.00	\$91,000.00
6.	Drill Monitoring Well, SMW 1 A, B	LS	1	\$ 27,000.00	\$27,000.00
7.	Well Development	Hour	64	\$ 200.00	\$12,800.00
8.	Premium for Monitoring Well WMW 2 D	LS	1	\$ 7,000.00	\$ 7,000.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
9.	Concrete Pavement	SF	550	\$ 12.55	\$ 6,902.50
10.	Dispose Hazardous Waste	TON	160	\$ 398.75	\$63,800.00
11.	Dispose Designated Waste	TON	160	\$ 275.00	\$44,000.00
TOTAL BID					\$344,502.50

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **90 CALENDAR DAYS**.

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

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

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

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

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

\_\_\_\_\_

Title

Attest

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 



A RESOLUTION OF THE LODI CITY COUNCIL REJECTING NON-RESPONSIVE BID, AWARDING CONTRACT FOR WESTERN AND SOUTHERN PLUMES MONITORING WELLS INSTALLATION PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on December 4, 2013, at 11:00 a.m., for the Western and Southern Plumes Monitoring Wells Installation Project, described in the plans and specifications therefore approved by the City Council on February 20, 2013; and

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

<b>Bidder</b>	<b>Bid</b>
Apex Envirotech, Inc. (non-responsive)	\$217,330.00
Applied Water Resources	\$344,502.50*
Cascade Drilling	\$363,850.00
SAC Consulting Engineers	\$416,513.02
<b>*Corrected Total</b>	

WHEREAS, the lowest bidder, Apex Envirotech, Inc., failed to list all subcontractors who will perform more than one half of one percent of the bid work in their bid proposal as required per California's Public Contract Code 4110, hence their bid is considered non-responsive; and

WHEREAS, staff recommends rejecting the non-responsive bid; awarding the contract to the lowest responsive bidder, Applied Water Resources, in the amount of \$344,502.50; and appropriating additional funds in the amount of \$430,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the non-responsive bid of Apex Envirotech, Inc., of Gold River, California; and

BE IT FURTHER RESOLVED that the City Council does hereby award the contract for the Western and Southern Plumes Monitoring Wells Installation Project to the lowest responsive bidder, Applied Water Resources, of Walnut Creek, California, in the amount of \$344,502.50; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$430,000 be appropriated from the Western Plume Fund and the Southern Plume Fund for this project.

Dated: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk

**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Lodi Public Library Phase 3 Remodel Project to Diede Construction, Inc., of Woodbridge (\$284,190) and Appropriating Funds (\$350,000)**MEETING DATE:** January 15, 2014**PREPARED BY:** Public Works Director**RECOMMENDED ACTION:** Adopt resolution awarding contract for Lodi Public Library Phase 3 Remodel Project to Diede Construction, Inc., of Woodbridge, in the amount of \$284,190 and appropriating funds in the amount of \$350,000.**BACKGROUND INFORMATION:** The Lodi Library Board has been developing plans to renovate the Lodi Public Library and has implemented the renovation as a phased project. Phases 1 and 2 were successfully completed in 2009.

City Council awarded the professional services agreement for design of the Lodi Public Library Phase 3 Remodel to WMB Architects, of Stockton, on May 1, 2013.

The Phase 3 Project will complete carpet, lighting, communications, space conditioning and furniture upgrades within the remodel area. Rooms to accommodate tutoring, a computer lab, meetings, café-style seating and a teen sitting area will also be provided. Working with Library and Public Works staff, WMB Architect has completed plans and specifications for the Phase 3 project. A drawing of the project floor plan is attached for reference as Exhibit A.

Plans and specifications for this project were approved on November 6, 2013. The City received the following eight bids for this project on December 17, 2013.

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
Engineer's Estimate		\$ 340,000.00
Diede Construction, Inc.	Woodbridge	\$ 284,190.00
Sierra Valley Construction, Inc.	Roseville	\$ 297,637.00
American River Construction, Inc.	El Dorado	\$ 335,000.00
Bobo Construction	Elk Grove	\$ 336,000.00
Peterson Developments	Fair Oaks	\$ 371,000.00
S.W. Allen Construction, Inc.	Sacramento	\$ 373,144.00
B.C. Construction	Ceres	\$ 378,101.00
U.S. Matrix Construction, Inc.	Pittsburg	\$ 379,500.90

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

The estimated total project budget is provided in the table below.

Budget Item	Budget
<b>Construction</b>	
Construction Contract	\$284,190
Plan Check/Permit Fee	\$9,000
Plan Printing Costs (Stockton Blue)	\$2,500
Project Management (City Staff)	\$7,000
Copy/Shipping Expenses Estimate	\$1,000
Testing & Inspection	\$2,000
<b>Construction Total</b>	<b>\$305,690</b>
Contingency	\$44,310
<b>Project Total Budget</b>	<b>\$350,000</b>

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** The project total of \$350,000 includes allowances above the contract amount for contingencies, construction administration, testing, and staff costs. Funding for this project is through a \$270,000 donation from the Library Foundation (211 fund) to be advanced to the City prior to the start of construction and \$80,000 from the Library's operating book budget account (210801). Additionally, the Foundation will re-fund the Library's operating book budget account \$80,000 through a private donation (210 fund). An Appropriation Adjustment Request form is attached.

---

Jordan Ayers  
 Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
 Public Works Director

Prepared by Gary Wiman, Construction Project Manager  
 FWS/GW/pmf  
 Attachment  
 cc: Library Services Director



**WMB ARCHITECTS**

5757 Pacific Avenue  
Suite 226  
Stockton CA 95207

209.944.9110 T  
209.944.5711 F  
www.wmbarchitects.com

Larry Wenell  
Tim Mattheis  
Tom Bowe  
Doug Davis  
Melanie Viewx  
Principal Architects

Lodi Public Library  
Phase III Renovation  
201 W. Locust Street  
Lodi, California

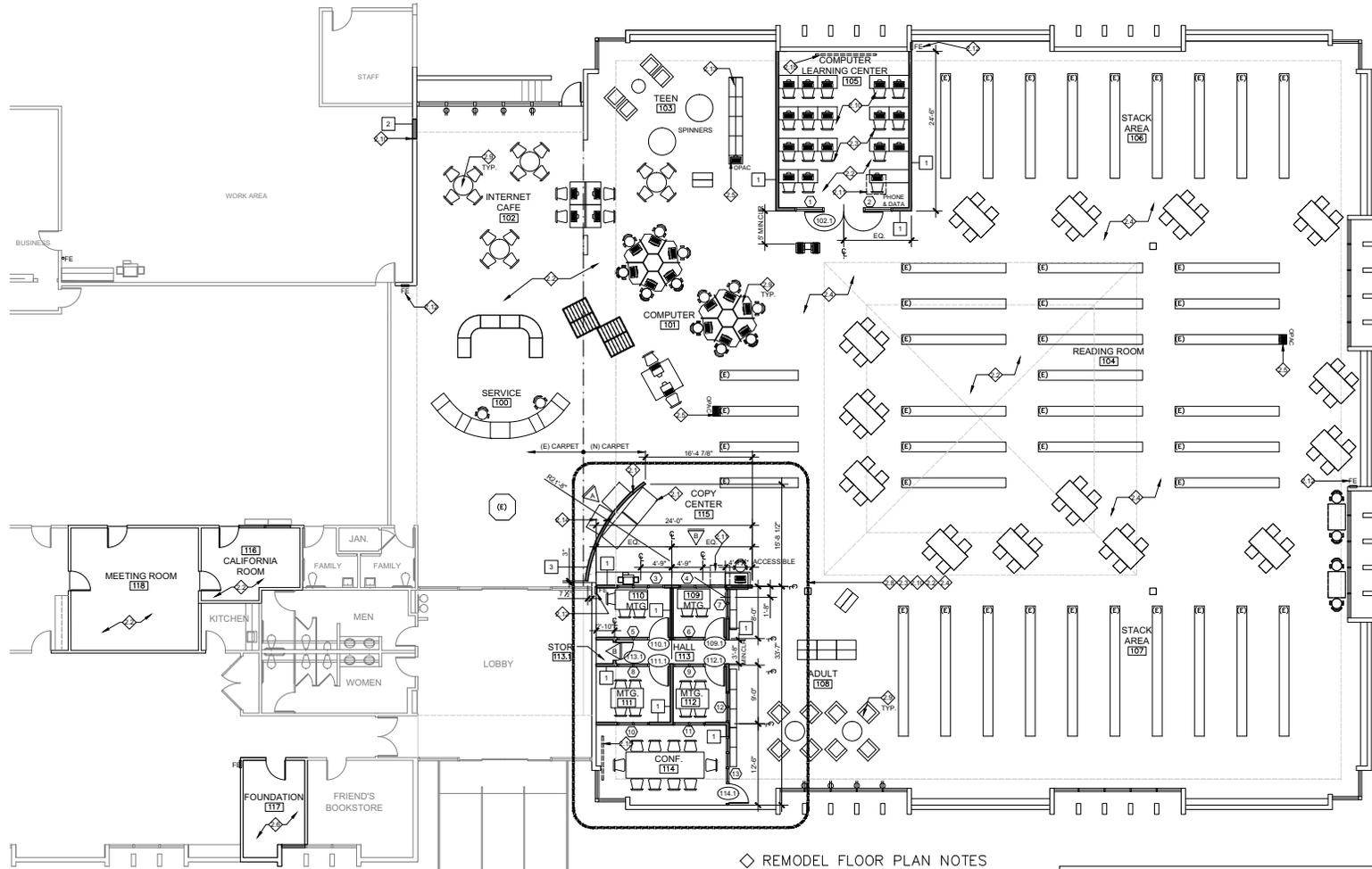
NOTATION PLAN



08.08.13 Const. Documents

PUBLISH HISTORY

△ DATE REVISION SET



**REMODEL FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**WALL LEGEND**

- (E) WALL FRAMING TO REMAIN
- (E) WALL FRAMING TO BE REMOVED
- (N) FRAMED WALL

**GENERAL NOTES**

1. PROTECT AND PRESERVE CARPET IN AREAS WHERE IT IS TO REMAIN
2. PATCH AND TEXTURE ALL WALLS IN AREAS OF WORK PRIOR TO PAINTING
3. (E) BRICK TO REMAIN WITHOUT FINISH; PROTECT DURING CONSTRUCTION

**◇ REMODEL FLOOR PLAN NOTES**

- 2.1 +48" LOW WALL W/ TRANSLUCENT TOP - SEE DETAIL A/ A10.1
- 2.2 PAINT ALL WALLS IN AREA OF WORK - SEE INTERIOR FINISHES SCHEDULE
- 2.3 (N) CARPET THROUGHOUT - SEE INTERIOR FINISHES SCHEDULE AND CARPET PATTERN PLAN
- 2.4 (N) CARPET THROUGHOUT - SEE CARPET PATTERN PLAN AND INTERIOR FINISHES SCHEDULE
- 2.5 END-OF-RANGE COMPUTER STATION BY OWNER. SEE ELECTRICAL PLANS FOR POWER REQUIREMENTS
- 2.6 SEE MECHANICAL PLANS FOR SCOPE OF WORK
- 2.7 NOT USED
- 2.8 PAINT ALL WALLS IN MEETING ROOMS - SEE INTERIOR FINISHES SCHEDULE
- 2.9 FURNITURE TO BE PROVIDED AND INSTALLED BY OTHERS - TYP.
- 2.10 INSTALL (N) WALL BASE TO MATCH (E) - TYP.
- 2.11 (E) CEILING ACCESS PANEL ABOVE TO REMAIN
- 2.12 (E) FIRE EXTINGUISHER
- 2.13 ANCHOR (E) BOOKSHELVES TO FLOOR USING 1/2" WEDGE BOLTS @ 24" O.C. W/ 3 1/2" EMSED
- 2.14 EQUIPMENT TO BE PROVIDED AND INSTALLED BY OWNER
- 2.15 PULL-DOWN CEILING MOUNTED PROJECTION SCREEN BY OWNER

**WALL SCHEDULE**

NO.	SIZE/TYPE	INSULATION	INTERIOR	EXTERIOR	F.R.	U.L.
1	3 1/2" 20 GA. MTL. STUDS @ 16" O.C.	R-11 F.G. BATT	3/4" GYP. BD. BOTH SIDES			
2	20 GA. MTL. STUDS @ 16" O.C. - INFL. WALL	R-19 F.G. BATT	3/4" GYP. BD. BOTH SIDES			
3	3 1/2" 20 GA. MTL. STUDS @ 16" O.C. TO 4' A.F.F.	NO INSULATION	3/4" GYP. BD. BOTH SIDES			
STUD SIZE						
APPLICATION		SIZE/GAUGE FOR 16" O.C. SPACING			MAX. HT.	
INTERIOR STUDS WITH MIN. 2" GYP. BD. BOTH SIDES, FULL HEIGHT OF STUD.		3 1/2" 20 GA. - SSMA DESIGNATION: 362S125-30			15'-0"	
		4" 18 GA. - SSMA DESIGNATION: 400S125-43			18'-0"	
		6" 20 GA. - SSMA DESIGNATION: 600S125-30			20'-0"	

WMB PROJECT:  
10-103

A2.2

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DIEDE CONSTRUCTION, INC., herein referred to as the "Contractor."

W I T N E S S E T H:

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

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

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- Addenda

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

Item	Description	Unit	Total Price
	Library Phase 3 Remodel Project	(Lump Sum)	\$284,190.00

Total Contract Amount: Two Hundred Eighty Four Thousand, One Hundred Ninety and 00/100 Dollars.

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within **90 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of **\$500.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

**LODI PUBLIC LIBRARY  
PHASE 3 REMODEL**

**Contract & Bonds**

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

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam, City Manager

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

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

\_\_\_\_\_

Title

Attest:

\_\_\_\_\_  
Randi Johl-Olson, City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
Steve Schwabauer, City Attorney



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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Rebecca Areida-Yadav 5. DATE: 1/6/14  
 4. DEPARTMENT/DIVISION: Public Works

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	210	210801	7308	Books/periodicals	\$ 80,000.00
	211	4210		Transfer In	\$ 80,000.00
	210	2101	6153	Donations	\$ 80,000.00
	211	2111	6153	Donations	\$ 270,000.00
	211	3205		Fund balance	\$ 80,000.00
B. USE OF FINANCING	210	3205		Fund balance	\$ 80,000.00
	210	4220		Transfer Out	\$ 80,000.00
	210	810801	7308	Books/periodicals	\$ 80,000.00
	211	211815	1836.2250	Phase III remodel	\$ 350,000.00

**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 is starting the final phase of its renovation. The project is estimated at \$350,000 of which \$80,000 is coming from the library's book fund and \$270,000 is coming from private donations raised by the Lodi Public Library Foundation. The Library Foundation is generously donating an additional \$80,000 to be used to purchase books and materials.

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

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

Department Head Signature: Wally Sandelin

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
CONTRACT FOR THE LODI PUBLIC LIBRARY PHASE 3  
REMODEL PROJECT AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on December 17, 2013, at 11:00 a.m., for the Lodi Public Library Phase 3 Remodel Project, described in the plans and specifications therefore approved by the City Council on November 6, 2013; and

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

<b>Bidder</b>	<b>Bid</b>
Diede Construction, Inc.	\$ 284,190.00
Sierra Valley Construction, Inc.	\$ 297,637.00
American River Construction, Inc.	\$ 335,000.00
Bobo Construction	\$ 336,000.00
Peterson Developments	\$ 371,000.00
S.W. Allen Construction, Inc.	\$ 373,144.00
B.C. Construction	\$ 378,101.00
U.S. Matrix Construction, Inc.	\$ 379,500.90

WHEREAS, staff recommends awarding the contract to the low bidder, Diede Construction, Inc., in the amount of \$284,190.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Public Library Phase 3 Remodel Project to the low bidder, Diede Construction, Inc., of Woodbridge, California, in the amount of \$284,190; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$350,000 be appropriated for the project from the Library Foundation to the City prior to the start of the contract.

Dated: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Hutchins Street Square Pool Filtration System Upgrade Project to Pool Scene, Inc., of West Sacramento (\$84,200) and Appropriating Funds (\$90,000)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for Hutchins Street Square Pool Filtration System Upgrade Project to Pool Scene, Inc., of West Sacramento, in the amount of \$ 84,200 and appropriating funds in the amount of \$90,000.

**BACKGROUND INFORMATION:** The Hutchins Street Square swimming pool was recently re-lined with a fiberglass liner. The existing pool filtration equipment does maintain water quality requirements for public bathing, however, the system (installed in 1989) is outdated, inefficient, and relies on manual operation instead of automated controls to manage water quality as bathing loads change.

The Hutchins Street Square Pool Filtration System Upgrade Project consists of removing the existing filtration system; installing a new filter, chlorine feed system, pH buffering system, water chemistry controller, flow meter, and ultra-violet disinfection system; and other ancillary improvements. Ultra-violet disinfection, coupled with chlorine disinfection, significantly reduces chlorine dosing requirements and other disinfection by-products (such as chlorine smell) that are more noticeable in indoor pools.

The upgrade work is anticipated to take place in late March or early April and will take two to three weeks to complete. During this time, the pool will be closed to the public. The reason for the delay between the time of award and the construction completion date is due to equipment manufacture and delivery.

Plans and specifications for this project were approved on August 21, 2013. On December 11, 2013, eight prospective bidders attended a mandatory pre-bid conference. The City received one bid for this project on December 18, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$75,000
Pool Scene Inc.	West Sacramento	\$84,200

**FISCAL IMPACT:** Upgrading the pool filtration equipment will improve system reliability, and significantly reduce energy usage, chemical usage and staff time required to monitor and adjust the system as bathing loads vary.

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Hutchins Street Square Pool Filtration System Upgrade Project  
to Pool Scene Inc., of West Sacramento (\$84,200) and Appropriating Funds (\$90,000)  
January 15, 2014  
Page 2

**FUNDING AVAILABLE:** Requested Appropriation:  
Public Benefit Fund (164605.8098) \$90,000

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf  
cc: Parks, Recreation and Cultural Services Director  
Business Development Manager

**HUTCHINS STREET SQUARE POOL  
FILTRATION SYSTEM UPGRADE PROJECT  
125 South Hutchins Street**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and POOL SCENE, INC., herein referred to as the "Contractor."

WITNESSETH:

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

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

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

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

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

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

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

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

The work consists of removal and disposal of the existing pool sanitizing equipment; installation of a new filter, chlorine feed system, pH buffering system, water chemistry controller, flow meter, and ultra-violet disinfection system; and other incidental and related work, all as shown on the plans and specifications for the "Hutchins Street Square Pool Filtration System Upgrade Project, 125 South Hutchins Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Remove and Properly Dispose of Existing Sanitation System	LS	1	\$ 2,800.00	\$ 2,800.00
2.	Provide and Install New Filter, Chlorine Feed and pH Buffering System, Water Chemistry Controller, Flow Meter	LS	1	\$ 43,000.00	\$43,000.00
3.	Provide and Install New Ultra-Violet Dechloramination and Disinfection System	LS	1	\$ 36,000.00	\$36,000.00
4.	All Work in Accordance with the Contract Documents with the Exception of Work Included Under Bid Items 1 through 3	LS	1	\$ 2,400.00	\$ 2,400.00
<b>TOTAL</b>					<b>\$84,200.00</b>

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

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

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

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

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

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

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

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

Konradt Bartlam  
City Manager

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

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

Attest

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Rebecca Areida-Yadav 5. DATE: 1/7/2014  
 4. DEPARTMENT/DIVISION: Public Works

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		4210	Operating Transfers In	\$ 90,000.00
	164	164605	8098	Public Benefits Program	\$ 90,000.00
B. USE OF FINANCING	1211	1211050	1825.2250		\$ 90,000.00
	164		4220	Operating Transfers Out	\$ 90,000.00

**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.

Contract with Pool Scene, Inc., for Hutchins Street Square Pool Filtration System Upgrade Project funded by Public Benefits Program.

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

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

Department Head Signature: Wally Sandoe

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR THE HUTCHINS STREET SQUARE POOL FILTRATION SYSTEM UPGRADE PROJECT AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on December 18, 2013, at 11:00 a.m., for the Hutchins Street Square Pool Filtration System Upgrade Project, described in the plans and specifications therefore approved by the City Council on August 21, 2013; and

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

<b>Bidder</b>	<b>Bid</b>
Pool Scene, Inc.	\$84,200

WHEREAS, staff recommends awarding the contract to the sole bidder, Pool Scene, Inc., in the amount of \$84,200.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Hutchins Street Square Pool Filtration System Upgrade Project to the sole bidder, Pool Scene, Inc., of West Sacramento, California, in the amount of \$84,200; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$90,000 be appropriated from Public Benefit Funds for the project.

Dated: January 15, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 to Stockton Fence & Material Company, of Stockton (\$49,107.50)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 to Stockton Fence & Material Company, of Stockton, in the amount of \$49,107.50.

**BACKGROUND INFORMATION:** The White Slough Water Pollution Control Facility (WSWPCF) has four onsite storage ponds with a capacity of 100 million gallons and working depths ranging from 7 to 9 feet. These ponds are primarily used for effluent storage for use as agricultural irrigation or as storage of effluent not suitable for surface water discharge due to plant operational issues. Currently, these ponds are only partially fenced on the southern border.

In order to minimize the potential for liability, the full perimeter of the ponds needs to be fenced, preventing unauthorized public access into the ponds. This project includes approximately 4,800 lineal feet of fence and three access gates. The layout of the fencing will allow public access to the existing wildlife viewing area at the northeast corner of Pond 3.

Plans and specifications for this project were approved on November 20, 2013. The City received the following 10 bids for this project on December 12, 2013.

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
Engineer's Estimate		\$ 79,050.00
Stockton Fence & Material Company	Stockton	\$ 49,107.50
Arrow Fencing	Calpella	\$ 54,865.00
All State Fence	Lathrop	\$ 58,562.50
Golden Bay Fence Plus Iron Works	Stockton	\$ 64,302.00
Benton Fencing & Drilling	Acampo	\$ 70,975.00
Roebbelen Contracting	El Dorado Hills	\$ 77,055.00
FenceCorp	Sacramento	\$ 81,146.50
Land Graphics Fencing	Sloughouse	\$ 99,750.00
Joe Miller Construction	Sacramento	\$ 106,870.50*
Bailey Fence Company	Hayward	\$ 115,590.39*

\* Corrected Total

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Pond Fencing  
Project 2013 to Stockton Fence & Material Company, of Stockton (\$49,107.50)  
January 15, 2014  
Page 2

This project is budgeted for \$100,000 in FY 2013/14. That amount covers the contract, engineering, inspection and project contingencies.

**FISCAL IMPACT:** This project will reduce the risk of liability associated with unrestricted access to the ponds.

**FUNDING AVAILABLE:** Wastewater Capital (171493)

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer  
FWS/SN/pmf

cc: Associate Civil Engineer Nathan  
Deputy Public Works Director – Utilities  
City Engineer/Deputy Public Works Director  
Wastewater Plant Superintendent

**WHITE SLOUGH WATER POLLUTION CONTROL FACILITY  
POND FENCING PROJECT 2013  
12751 North Thornton Road**

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and STOCKTON FENCE & MATERIAL COMPANY, herein referred to as the "Contractor."

WITNESSETH:

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

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

Notice Inviting Bids	The 2010 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

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

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

Perform the work necessary to construct 4,800 linear feet of 6-foot tall chain link fence around the north, east, and west sides of the storage ponds at the White Slough Water Pollution Control Facility. Two pedestrian gates and one vehicular gate will be installed with the project. All work is as described in the specifications for the above project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Install Six-Foot Tall Chain Link Fence	LF	4,800	\$ 8.82	\$42,336.00
2.	Existing Fence Removal	LF	4,050	\$ 0.95	\$ 3,847.50
3.	Install Walk (Pedestrian) Gate	EA	2	\$ 777.00	\$ 1,554.00
4.	Install 16-Foot Wide Vehicle Gate (Dual 8-Foot)	EA	1	\$ 1,370.00	\$ 1,370.00
TOTAL					\$49,107.50

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **28 CALENDAR DAYS**.

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

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

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

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

Konradt Bartlam  
City Manager

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

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

Attest

\_\_\_\_\_

Title

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_

D. Stephen Schwabauer  
City Attorney

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
CONTRACT FOR THE WHITE SLOUGH WATER POLLUTION  
CONTROL FACILITY POND FENCING PROJECT 2013

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on December 12, 2013, at 11:00 a.m., for the White Slough Water Pollution Control Facility Pond Fencing Project 2013, described in the plans and specifications therefore approved by the City Council on November 20, 2013; and

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

<b>Bidder</b>	<b>Bid</b>	
Stockton Fence & Material Company		\$ 49,107.50
Arrow Fencing		\$ 54,865.00
All State Fence		\$ 58,562.50
Golden Bay Fence Plus Iron Works		\$ 64,302.00
Benton Fencing & Drilling		\$ 70,975.00
Roebbelen Contracting		\$ 77,055.00
FenceCorp		\$ 81,146.50
Land Graphics Fencing		\$ 99,750.00
Joe Miller Construction		\$ 106,870.50*
Bailey Fence Company		\$ 115,590.39*
<b>* Corrected Total</b>		

WHEREAS, staff recommends awarding the contract to the low bidder, Stockton Fence & Material Company, in the amount of \$49,107.50.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the White Slough Water Pollution Control Facility Pond Fencing Project 2013 to the low bidder, Stockton Fence & Material Company, of Stockton, California, in the amount of \$49,107.50; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract.

Dated: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Use of Remaining Recreation Donation Funds for Skate Park Repairs and Appropriating Funds (\$7,089.84)

**MEETING DATE:** January 15, 2014

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

---

**RECOMMENDED ACTION:** Adopt resolution authorizing use of remaining Recreation donation funds for skate park repairs and appropriating funds in the amount of \$7,089.84.

**BACKGROUND INFORMATION:** On Jan. 16, 2013, the City Council appropriated \$6,500 out of \$13,589.84 held in a Recreation trust account to pay for repairs at the Kofu Park Skate Park. All of those funds were expended on replacing ramp surfaces, purchasing new fasteners and related hardware, and welding broken park features. The adopted resolution stated the Council would be asked to appropriate additional funds from the trust account the next time repairs were needed.

On December 16, 2013, skate park users alerted staff to additional defects due to heavy wear. The park was closed the following day due to safety concerns related to the defects, and the park remains closed. Staff anticipates needing at least \$3,500 for new ramp material, and an unknown amount for fasteners, other hardware, and repairs to the framework supporting ramp features. Although repairs are not expected to cost more than the balance held in the trust account (\$7,089.84), purchasing additional sheets of ramp material and hardware now will eliminate future freight charges and reduce the length of future park closures when repairs are again necessary.

Preceding the Council's action last year, the Recreation Commission voted unanimously in support of releasing the trust account funds for repairs at the Kofu Park Skate Park, stating that use was consistent with their original goal of funding a teen center. The trust account was established and funded more than 20 years ago and had been dormant until last year.

**FISCAL IMPACT:** Using donation funds will allow the Parks Division to make repairs that may not otherwise be done because of other park priorities.

**FUNDING AVAILABLE:** PRCS donation account 1410.2356.2

---

Jordan Ayers, Deputy City Manager

---

Jeff Hood  
Parks, Recreation and Cultural Services Director

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

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

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jeff Hood	5. DATE:	1/6/14
4. DEPARTMENT/DIVISION: PRCS/Parks Division			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1410		2356.2	PRCS donations	\$7,090
B. USE OF FINANCING	347313		7331	Repairs to machinery/equipment	\$7,090

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>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.</p> <p>Remaining funds held in trust for a Teen Center for more than 20 years will be used for additional Skate Park repairs, as teens are the most frequent users and the funds were meant to benefit teens. The Recreation Commission endorsed this plan, which includes replacing worn ramp material and repairing a popular skate park feature, at its Dec. 4, 2012 meeting. This follows City Council approval of \$6,500 in trust accounts funds for this purpose on Jan. 16, 2013.</p>

<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: _____</p>
---

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
USE OF THE REMAINING RECREATION DONATION FUNDS  
FOR SKATE PARK REPAIRS AND APPROPRIATING FUNDS

=====

WHEREAS, on January 16, 2013, the City Council appropriated \$6,500 out of \$13,589.84 held in a Recreation trust account to pay for repairs at the Kofu Park Skate Park; and

WHEREAS, all those funds were expended on replacing ramp surfaces, purchasing new fasteners and related hardware, and welding broken park features; and

WHEREAS, staff anticipates needing at least \$3,500 for new ramp material, and an unknown amount for fasteners, other hardware, and repairs to the framework supporting ramp features; and

WHEREAS, repairs are not expected to cost more than the balance held in the trust account (\$7,089.84), but staff requests to purchase additional skate park materials to have available when future repairs are needed.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the use of the remaining donated Recreation skate park funds for skate park repairs and additional materials for future repairs as needed; and

BE IT FURTHER RESOLVED, that funds in the amount of \$7,089.84 be appropriated from the trust account to the PRCS capital fund for skate park repairs.

Dated: January 15, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSEN  
City Clerk

2014\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Accept Improvements Under Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects.

**BACKGROUND INFORMATION:** The contract was awarded to Diede Construction, Inc., of Woodbridge, in the amount of \$307,357.44, on April 17, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of constructing 180 lineal feet of concrete masonry unit security wall north of the Transit Vehicle Maintenance Facility (TVMF) between the Municipal Service Center yard and Kofu Park, adding solar panels and associated system to the south-facing roof of the TVMF and adding site lighting at the Lodi Station bus parking area.

The lighting improvements at the Lodi Station bus parking area included replacement of two existing light poles and installation of three additional light poles to provide additional security lighting in the area where the buses are parked overnight.

The contract completion date was October 8, 2013. The final contract price was \$328,246.44. The difference between the original contract amount and final contract amount is due to two contract change orders. Change Order No. 1 was for additional engineering to redesign the security wall footings to work around existing unknown utilities and additional underground investigation at Lodi Station to determine locations of existing underground utilities (\$9,304). Change Order No. 2 was for extra labor and materials related to revised footing details and additional electrical boring (\$11,585).

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

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager  
FWS/GW/pmf  
cc: Transportation Manager

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Staff Support for the Public Works Department Development Services Division with SNG & Associates, Inc., of Pleasanton (\$100,000)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement for staff support for the Public Works Department Development Services Division with SNG & Associates, Inc., of Pleasanton, in the amount of \$100,000.

**BACKGROUND INFORMATION:** The Public Works Department is currently processing a 234-lot subdivision and the Planning Department has received application for an additional 296 lots. It is anticipated this substantial uptick in residential activity, along with current commercial development (Lodi Shopping Center and Reynolds Ranch), will exceed the Division's capacity to provide timely reviews and prompt turn-around times on improvement plan submittals.

In preparation of this additional workload, staff recommends Council authorize the City Manager to execute a Professional Services Agreement with SNG & Associates, Inc., to augment current staff capacity by providing professional staff support services that include subdivision improvement plan review and preparing development and subdivision agreements for commercial, industrial and residential developments.

SNG & Associates, Inc., provided professional staff support services to the Public Works Development Services Division during the early 2000's. At that time, staff found their work to be timely, accurate and reasonable in cost. In order to identify the cost of services for each development, the professional services agreement requires that each project assignment be performed under a separate task order.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** The costs of these services will be funded by development fees.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SNG & ASSOCIATES, INC. (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for professional staff support services, including subdivision improvement plan review and preparation of development and subdivision agreements for commercial, industrial and residential developments (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

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

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

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

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

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames.

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on February 1, 2014 and terminates upon the completion of the Scope of Services or on February 1, 2015, whichever occurs first.

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1 Compensation**

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

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

#### **Section 3.2 Method of Payment**

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

#### **Section 3.3 Costs**

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

#### **Section 3.4 Auditing**

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

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

this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

## **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

### **Section 4.1 Nondiscrimination**

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

### **Section 4.2 ADA Compliance**

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

### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

### **Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

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

**Section 4.8 Notices**

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

To CITY:                      City of Lodi  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910  
   Attn: Charles Swimley, Deputy PW Director/City Engineer

To CONTRACTOR:        SNG & Associates, Inc.  
   5776 Stoneridge Mall Road, Ste. 365  
   Pleasanton, CA 94588  
   Attn: Nanda Gottiparthi

**Section 4.9 Cooperation of CITY**

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

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

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

an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

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

**Section 4.12 Confidentiality**

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

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

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

**Section 4.14 City Business License Requirement**

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

**Section 4.15 Captions**

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

**Section 4.16 Integration and Modification**

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

**Section 4.17 Contract Terms Prevail**

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

**Section 4.18 Severability**

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

**Section 4.19 Ownership of Documents**

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

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

**Section 4.20 Authority**

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

**Section 4.21 Federal Transit Funding Conditions**

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

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

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL-OLSON  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

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

SNG & ASSOCIATES, INC.

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



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

Name:  
Title:

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

**Funding Source: Various Development Services Accounts**  
**(Business Unit & Account No.)**

Doc ID:WP\Projects\PSAs\SNG&Associates2014

CA:rev.07.2013

EXHIBIT A  
SCOPE OF SERVICES

Provide professional staff support services, including subdivision improvement plan review and preparation of development and subdivision agreements for commercial, industrial and residential developments.

# SNG & Associates Inc. [REDACTED]

## Hourly Rate Schedule

<u>Position</u>	<u>Hourly Rate</u>
Principal Engineer	138.00
Senior Engineer	118.00
Associate Engineer	105.00
Engineer Associate	98.00
CAD Operator/Designer	85.00
Engineering Inspector	85.00
Clerical	65.00

Note: Expenses, such as travel, in-house duplicating, facsimile, telephone, postage, in-house blueprinting, and computer time will be billed at 6.15% of the labor fee. Rates valid through 12/31/2014.

**AMOUNT NOT TO EXCEED \$100,000.**





**Insurance Requirements for Consultant** The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**  
 \$1,000,000 Ea. Occurrence  
 \$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**  
 Proof of coverage with limits not less than \$1,000,000 combined single limit
3. **PROFESSIONAL ERRORS AND OMISSIONS**  
 Not less than \$3,000,000 per Claim.

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
 Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
 (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
 Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
 The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
 This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation is required for Workers' Compensation insurance.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT FOR STAFF SUPPORT SERVICES  
FOR THE PUBLIC WORKS DEPARTMENT DEVELOPMENT  
SERVICES DIVISION WITH SNG & ASSOCIATES, INC.

WHEREAS, the Public Works Department is currently processing a 234-lot subdivision and the Planning Department has received application for an additional 296 lots; and

WHEREAS, it is anticipated this substantial uptick in residential activity, along with current commercial development will exceed the Division's capacity to provide timely reviews and prompt turn-around times on improvement plan submittals; and

WHEREAS, SNG & Associates, Inc., provided professional staff support services to the Public Works Development Services Division during the early 2000's, and staff found their work to be timely, accurate and reasonable in cost; and

WHEREAS, staff recommends executing a Professional Services Agreement with SNG & Associates, Inc., to augment current staff capacity by providing professional staff support services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with SNG & Associates, Inc., to augment current staff capacity by providing professional staff support services that include subdivision improvement plan review and preparation of development and subdivision agreements for commercial, industrial and residential developments, in the amount of \$100,000.

Dated: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Agreement with EES Consulting of Kirkland, Washington for Electric Utility Rate Study Services and Appropriating Funds (\$78,560)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution authorizing City Manager to execute agreement with EES Consulting of Kirkland, Washington for Electric Utility Rate Study Services and appropriating funds in the amount of \$78,560.

**BACKGROUND INFORMATION:** On October 31, 2013, the Electric Utility (EU) issued a Request for Proposals (RFP) for utility rates study services including development of a 10-year financial planning model and completion of a cost of service analysis, including retail rate design.

With more than five years since a comprehensive EU rate review has been completed, it has become necessary to review and ensure that revenues of the EU are sufficient to meet current and future debt service coverage and reserve requirements and that system revenues are at adequate levels to ensure the operation, maintenance and capital improvement of a safe and reliable distribution system.

In addition, it has become necessary to review the financial impact of ever increasing unfunded State mandates with respect to Renewables Portfolio Standards (RPS) and demand side management programs, including customer installed solar.

The proposed scope of work includes a two-phase approach with Phase I resulting in a 10-year financial model to be completed by April 2014. Phase II will include a cost of service analysis and retail rate design, to be completed by July 2014.

EES Consulting was one of seven firms responding to the RFP and the most qualified candidate selected after interviewing four of the highest ranked respondents. EES has successfully performed similar work for the City of Roseville and City of Glendale.

**FISCAL IMPACT:** Additional funds required from Electric Utility Operating Fund Balance.

**FUNDING AVAILABLE:** Electric Utility Operating Fund (160.3205) \$78,560

An appropriation adjustment form is attached.

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

---

Jordan Ayers  
Deputy City Manager/ Internal Service Director

---

Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Melissa Price, Rates & Resources Manager

EAK/MCP/lt

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and EES Consulting, a corporation (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

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

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

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

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

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

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

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

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

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

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on February 1, 2014, and terminates upon the completion of the Scope of Services or on February 1, 2015, whichever occurs first.

## **ARTICLE 3 COMPENSATION**

### **Section 3.1 Compensation**

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

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

### **Section 3.2 Method of Payment**

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

### **Section 3.3 Costs**

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

### **Section 3.4 Auditing**

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

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

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

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

**Section 4.2 ADA Compliance**

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

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

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

**Section 4.8 Notices**

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

To CITY:                   Lodi Electric Utility  
                                  1331 S. Ham Lane  
                                  Lodi, CA 95242  
                                  Attn: Melissa Price

To CONTRACTOR: EES Consulting  
                                  570 Kirkland Way, Ste 100  
                                  Kirkland, WA 98033  
                                  Attn: Anne Falcon

**Section 4.9 Cooperation of CITY**

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

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

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

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

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

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

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

**Section 4.14 City Business License Requirement**

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

**Section 4.15 Captions**

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

**Section 4.16 Integration and Modification**

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

**Section 4.17 Contract Terms Prevail**

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

**Section 4.18 Severability**

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

**Section 4.19 Ownership of Documents**

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

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

**Section 4.20 Authority**

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

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

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL-OLSON  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

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

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

By: \_\_\_\_\_  
ANNE FALCON  
Managing Director

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source: 160603.7323**

CA:rev.07.2013

# Exhibit A: Scope of Services

---

## Project Management

Our experience working on cost of service and rate studies for numerous publicly-owned utilities has shown us that the key to success is a well-conceived, carefully controlled management/communications plan that emphasizes leadership, responsiveness, communication, and accountability. For this Project clearly defined communication protocols and roles and responsibilities is critical.

EES's project management approach involves detailed planning of the content and flow of all tasks and work activities and timely, consistent decision-making. Our primary goal is to deliver a work product that meets LEU's needs, has been produced efficiently, and represents a technically sound document.

The most crucial activities – those that will dictate the success or failure of a project – are planned during the kickoff phase. We will work with LEU staff to prepare a solid work plan and schedule, a communication protocol, and a clear path to project delivery during this kickoff phase. EES will provide LEU staff with monthly updates of the project progression and EES senior staff is always available to answer questions or provide additional support as needed.

The scope of work for this project has been developed based on the RFP and EES's experience developing financial plans and rate studies for publicly owned utilities. The following narrative summarizes the study analysis and results to be provided to each utility.

## Phase I

The objective of this task is to develop a ten year revenue requirement model through 2023 that can be used to model different financial scenarios and can be used as a decision tool by LEU going forward. This model will be developed in excel and will be an easy to use, logical and based on LEU's financial reporting format. Training will be provided on this model so LEU can use the model for future financial planning.

The first step for this phase is to hold a kick-off meeting to address key issues and focus areas to be modeled in the revenue requirement model. The project goals and utility objectives will also be discussed at this initial project kickoff meeting. A data request will be provided to the utility prior to the meeting and a process to obtain the information necessary to complete the study will be developed.

LEU's historic financial and load data will be reviewed, and a summary of historic trends will be provided to LEU. Next, EES will discuss with Staff expected changes and differences from historic trends that will need to be incorporated into the financial model. LEU's historic and forecast load and customer count will be reviewed and incorporated into the revenue requirement model. The historical records and expected growth rates will be used to forecast loads and future revenues from current rates by customer class.

The utility's financial records will be analyzed to evaluate the current and budgeted system revenues from current rates and resources available to finance the forecast revenue requirement for the desired test period. The utility's current and projected power supply costs will be determined based on the load forecast and resource portfolio. A detailed analysis of power supply cost drivers will be performed to ensure proper classification and allocation of all power supply costs to customer classes.

The cost of power supply and transmission expenses, other operation and maintenance expenses, taxes, debt service expenses, capital improvements funded from revenues, reserve fund requirements and all other necessary costs associated with the operation of the utility's system will be analyzed to determine the annual revenue requirement for each year of the study period. A review of LEU's reserve requirement policy and current balances will be performed. A recommendation of industry standard reserve levels given LEU's risk profile will be performed and presented.

In addition, different financing plans for major capital improvements will be developed, including additional debt and cash requirements. The impact of projected revenues and expenses for each scenario on the utility's debt-related financial ratios will be determined. If the financial targets are not met, deficiencies in revenues will be identified and the resulting needed rate increase will be identified.

Projected revenues will be compared to the annual revenue requirement (total expenses) to identify the need for a rate adjustment to existing monthly rates and charges. If necessary, a plan can be developed to phase-in rate changes over time, should large adjustments be required.

### **Proposed Scope for Phase II**

Following the acceptance of the Revenue Requirement report and authorization to proceed with Phase II, the next phase is the development of a Cost of Service and Rate Design study (COSA). The COSA study must be developed based on generally accepted cost allocation principles; however, there are many considerations to incorporate into actual rate design. It is therefore important to start the COSA process with a strategy session with LEU staff to ensure LEU's goals and policy considerations are incorporated into the analysis. At this meeting issues such as LEU's billing system, regulatory constraints and other unique circumstances will be discussed.

A COSA study allocates the costs of providing utility service to the various customer classes served by the utility based upon the cost-causal relationship associated with specific expense items. This approach is taken to develop a fair and equitable designation of costs to each customer class where customers pay for the costs that they incur. Because the majority of costs are not incurred by any one type of customer, the COSA becomes an exercise in spreading joint and common costs among the various classes using factors appropriate to each type of expense.

The study starts with a review of the appropriate number of rate classes, based on the character of service provided, to ensure the proper rate classes are being considered. Next, a review of the planning, design, and operational data for the system will be discussed with LEU staff to determine the facilities in place and how each rate class benefits from and uses these facilities. This information may be used for direct assignments to a specific rate class where appropriate.

In the COSA, costs will be functionalized by itemizing plant investments and related expenses by the following functions: production, transmission, distribution, customer services, and administrative and general (A&G). Additional functionalization categories can be added if desired by LEU. Costs will be classified to determine whether each individual plant investment or cost was incurred to meet a customer's demand, energy or customer related need. Distribution costs will be classified based on both a minimum system analysis and 100% demand methodology unless one method is preferred by LEU. Finally, costs will be allocated to the utility's rate classes by developing allocation factors based on customer information, historic load data and projected usage by rate class. Where data is not available, EES will work with LEU staff to obtain data that may be applicable to the LEU service area. For example, LEU may have hourly metered substation data that can be used to approximate load factors and coincident factors for some customer classes.

Average unit costs by functional category will be provided based on the allocated costs and billing determinants developed for each rate class. EES's COSA model keeps all costs unbundled throughout the COSA process. The average unit costs represent cost of service rates and can be used as an input in the rate setting process. Any subsidies that may exist between rate classes will be identified in this task and addressed before starting any rate design.

For this study, rate options based on LEU's current rates, rate changes needed through 2023, the COSA results, industry practice and the impact to customers both interclass and intra-class will be developed for review by LEU staff. Bill comparisons will be developed based on current rates, proposed rates and rates currently in place by competitors.

### **Meetings and Presentations**

EES will present results and make recommendations to the utility's management staff and policymakers, as desired. Included in the estimated budget are one kick-off meeting for each phase and two additional meetings for Phase I and three additional meeting in Phase II to either meet with staff or present findings to Council.

### **Deliverables**

A draft report with the results of the Revenue Requirement analysis (Phase I report) will be provided after the preliminary Revenue Requirement analysis is finalized. This report includes a summary of the historic loads, revenues and expenses, a description of assumptions made in the revenue requirements analysis and a summary of the scenarios modeled and the potential rate impact of each scenario. Once LEU has reviewed the draft report, EES will incorporate any comments or suggestions into a final report.

A draft report with the results of the COSA and Rate design study (Phase II report) will be provided after the preliminary COSA analysis is finalized. Once LEU has reviewed the draft report, EES will incorporate any comments or suggestions into a final report.

The revenue requirement model, COSA model, the rate design model and all other analysis and work papers will be provided to LEU with the final report. These models will become the property of LEU and may be used for any purpose. In addition, 8 hours of training is included in the budget for both Phase I and Phase II. EES has successfully worked with several clients to ensure they can continue to use our models for future financial and rate planning.

### Exhibit B – Cost Proposal

Scope	Estimated Hours	Cost by Task
<b>Phase I – Financial Model (Revenue Requirement)</b>		
Subtask 1: Kickoff Meeting	16	\$ 2,960
Subtask 2: Data Gathering, Load Analysis, Revenue	58	\$ 9,420
Subtask 3: Revenue Requirement Modeling	74	\$12,580
Subtask 4: Financial Scenario Modeling	55	\$10,050
Subtask 5: Meetings and Report	28	\$ 4,720
<b>Total Labor</b>		<b>\$39,730</b>
<b>Not to Exceed Expense</b>		<b>\$ 2,800</b>
<b>SUBTOTAL PHASE I</b>		<b>\$42,530</b>

Scope	Estimated Hours	Cost by Task
<b>Phase II – Rate Study (Cost of Service/Rate Design)</b>		
Subtask 1: Kickoff Meeting	16	\$ 2,960
Subtask 2: Data Gathering	42	\$ 6,700
Subtask 3: COSA	40	\$ 7,400
Subtask 4: Rate Design	60	\$11,000
Subtask 5: Meetings and Report	28	\$ 4,720
<b>Total Labor</b>		<b>\$32,780</b>
<b>Not to Exceed Expense</b>		<b>\$ 3,250</b>
<b>SUBTOTAL PHASE II</b>		<b>\$36,030</b>

Exhibit C



**Insurance Requirements for Consultant** The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**  
\$1,000,000 Ea. Occurrence  
\$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**  
Proof of coverage with limits not less than \$1,000,000 combined single limit
3. **PROFESSIONAL ERRORS AND OMISSIONS**  
Not less than \$1,000,000 per Claim.

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation is required for Workers' Compensation insurance.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.



RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ELECTRIC UTILITY RATE STUDY SERVICES AND APPROPRIATE FUNDS

WHEREAS, on October 31, 2013, the Electric Utility (EU) issued a Request for Proposals (RFP) for utility rate study services including development of a 10-year financial planning model and completion of a cost of service analysis, including retail rate design; and

WHEREAS, it has become necessary to review and ensure that revenues of the EU are sufficient to meet current and future debt service coverage and reserve requirements and that system revenues are at adequate levels to ensure the operation, maintenance and capital improvement of a safe and reliable distribution system; and

WHEREAS, it has become necessary to review the financial impact of ever increasing unfunded State mandates with respect to Renewables Portfolio Standards (RPS) and demand side management programs, including customer installed solar; and

WHEREAS, the proposed scope of work includes a two-phase approach with Phase I resulting in a 10-year financial model to be completed by April 2014 and Phase II including a cost of service analysis and retail rate design, to be completed by July 2014; and

WHEREAS, EES Consulting was one of seven firms responding to the RFP and the most qualified candidate selected after interviewing four of the highest ranked respondents.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an agreement with EES Consulting of Kirkland, Washington for EU rate study services; and

BE IT FURTHER RESOLVED that funds in the amount of \$78,560 be appropriated for this Agreement from the Electric Utility Operating Fund (160.3205).

Dated: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON  
City Clerk

**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.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**Comments by the City Council Members on non-agenda items**



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Public Hearing to Consider Adopting a Resolution Approving an Amendment of the 2013/14 Action Plan to Accommodate the Reallocation of CDBG Funds and Appropriating Funds (\$62,885)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Community Development Department Director

**RECOMMENDED ACTION:** Public hearing to consider adopting a Resolution approving an amendment of the 2013/14 Action Plan to accommodate the reallocation of unused CDBG funds and appropriating funds (\$62,885).

**BACKGROUND INFORMATION:** A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

On October 2, 2013, the Lodi City Council reallocated CDBG funds to the Grape Bowl Project to accommodate the installation of an additional ramp for ADA accessibility. With that project delayed indefinitely, the City intends on using those funds for a portion of the ADA Accessibility Improvements for the City Hall Annex Project. In addition to the funds from the Grape Bowl Project, there are additional CDBG funds available for reallocation from a 2011-12 allocation to the Disability Resource Agency for Independent Living (DRAIL) that they have not been able to use.

The reallocation of funding from those two projects to create a new CDBG project for 2013/14 requires the amendment of the Annual Action Plan. The public review and comment period for the draft of the Action Plan Amendment (Exhibit A) began December 16, 2013 and will end January 15, 2014.

**Sources:** A total of \$62,885 is being considered for reallocation.

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
11-09	Residential Accessibility Program - DRAIL	\$5,685
12-11	Grape Bowl Accessibility Project	\$57,200

**Uses:** The reallocated funds will be distributed as follows:

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
13-14 (New Project)	City Hall Annex - ADA Accessibility	\$62,885

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**Descriptions:**

The reallocation of the CDBG funding is recommended as follows:

City Hall Annex – ADA Accessibility

Improvements necessary to remove barriers to accessibility by permanently disabled persons by providing an accessible path of travel into and within an existing facility in those areas of the building accessible to the public.

**FISCAL IMPACT:**

The amendment of the 2013/14 Action Plan document is being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

**FUNDING AVAILABLE:**

Funding Source:

4591211.7700 – Grape Bowl ADA Improvements II (\$57,200)

4591109.7323 – Residential Handicap Access (\$5,685)

Requested Appropriation:

4591314.7700 – City Hall Annex - ADA Accessibility (\$62,885)

---

Jordan Ayers, Deputy City Manager

---

Konradt Bartlam  
Community Development Director

KB/jw

Attachments

# **Exhibit A**

## **2013-14 ANNUAL ACTION PLAN AMENDMENT #2**

**2013-14**

**Community Development Block Grant**

**Annual Action Plan  
Amendment #2**

***DRAFT***

**December 16, 2013**

## I. INTRODUCTION

The 2013-14 Action Plan is a one-year plan to address housing and community development needs in the City of Lodi, with a particular focus on the needs of low-income households. This is the fifth year of the implementation of the five-year Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by the Neighborhood Services Division in the Community Development Department.

The 2013-14 Annual Action Plan was adopted on May 1, 2013, based upon an estimated annual allocation of \$597,871 from the federal Community Development Block Grant (CDBG) program. Subsequent to that adoption and submittal to the U.S. Department of Housing and Urban Development (HUD), we received formal notification that our actual annual allocation amount was \$649,980. The additional \$52,109 received for 2013-14 was allocated through the adoption of Annual Action Plan Amendment #1 on October 2, 2013. Action Plan Amendment #1 also accommodated the reallocation of \$60,286 in CDBG funds that were available from the 2012-13 Program Year.

In Action Plan Amendment #1, the Lodi City Council reallocated CDBG funds to the Grape Bowl Project to accommodate the installation of an additional ramp for ADA accessibility. With that project delayed indefinitely, the City intends on using those funds for a portion of the ADA Accessibility Improvements for the City Hall Annex Interior Remodel Project. In addition to the funds from the Grape Bowl Project, there are additional CDBG funds available for reallocation from a project or service that has not been able to use them.

The total available for reallocation is \$62,885.

Questions regarding this Action Plan amendment should be directed to:

Joseph Wood  
CDBG Program Administrator  
City of Lodi  
221 W. Pine Street, PO Box 3006  
Lodi, CA 95241-1910  
209-333-6800 x2467

The Action Plan amendment is available for public review during a 30-day public comment period from December 16, 2013 to January 15, 2014. A public notice announcing its availability was published in the *Lodi News-Sentinel* on December 14, 2013. A public hearing on the Amendment will be held on January 15, 2014, at the Lodi City Council meeting.

## II. REALLOCATED FUNDS

The following projects and services are being considered for reallocation to new or existing projects:

Project Number	Project/Public Service Name	Balance for Transfer
11-09	Home Accessibility Program - DRAIL	\$5,685
12-11	Grape Bowl Accessibility Project	\$57,200
<b>TOTAL</b>		<b>\$62,885</b>

## III. ACTIVITY CHANGES

The City has identified new activities to which it will commit the reallocated CDBG funding. In order to commit a substantial amount of funding to existing activities, or to create new activities, the City must amend the 2013-14 Annual Action Plan.

A description of the activities and proposed funding follows:

### ***PUBLIC FACILITIES***

**City Hall Annex Interior Remodel Project - ADA Accessibility**, Public Works Dept.

The Public Works Department is proposing an interior renovation project for an existing, vacant floor of the old Public Safety Building, now referenced as the City Hall Annex. The renovation will allow the reoccupancy of the first floor of the building to accommodate the Administrative Office for both the Parks & Recreation Department and the Fire Department. The CDBG funding proposed for this project is covering a limited amount of the total project to address the removal of barriers to accessibility only, in those areas of the building accessible to the public.

Output: Public facility improvement.

Outcome Category: Accessibility for the purpose of providing a suitable living environment.

Goals Addressed: CD-6

Funding:     \$62,885 – Reallocated CDBG  
              \$62,885 – NEW PROJECT

## **IV. REVISED OBJECTIVES/OUTCOMES**

### **OBJECTIVES**

With the adoption of the Annual Action Plan, the City identified the following key objectives for the 2013-14 funding period:

- Improve the ability of elderly and disabled residents to access their homes, the City's public facilities, and City streets and sidewalks.
- Increase the supply of affordable housing.
- Improve the condition of the City's housing stock.
- Improve public facilities benefiting low-income areas and targeted low-income populations.
- Remove blighting influences in low-income areas.
- Support community organizations to make improvements to their facilities.
- Assist community-based organizations to provide fair housing and basic needs programs to target-income residents.
- Support economic development and employment opportunities with the goal of developing small businesses and improving living conditions for low-income households.

### **OUTCOMES**

With the adoption of the Annual Action Plan, the City identified the following outcomes for the 2013-14 funding period:

#### **Housing**

The City will fund the weatherization of the Housing Authority's six-unit apartment complex in Lodi.

#### **Public Facilities**

Barriers to the disabled and elderly will be removed as part of public facility, parks and right-of-way improvement projects. Public facility and parks improvements will also benefit low-income areas and target populations (elderly, homeless and disabled), and remove blighting influences.

The proposed reallocation will support this outcome through the removal of barriers to accessibility for the disabled and the elderly.

**Public Services**

Public service programs will reduce blight, reduce hazards to health and safety, and meet basic human needs.

**Economic Development – Micro-Enterprise Assistance**

Economic development activities will foster the development of small businesses owned by low-income persons.

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Joseph Wood, Neighborhood Services 5. DATE: 1/15/14  
 4. DEPARTMENT/DIVISION: Community Development

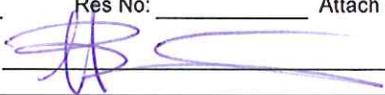
**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	459	4591109	7323	Residential Handicap Access	\$ 5,685.00
	459	4591211	7700	Grape Bowl ADA Improvements	\$ 57,200.00
B. USE OF FINANCING	459	4591314	7700	City Hall Annex - ADA Accessibility	\$ 62,885.00

**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.

Reallocation of available CDBG funds to new project.

If Council has authorized the appropriation adjustment, complete the following:  
 Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.  
 Department Head Signature:  \_\_\_\_\_

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN AMENDMENT OF THE 2013-14 ACTION PLAN TO ACCOMMODATE THE REALLOCATION OF UNUSED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM PREVIOUS YEARS, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) as an entitlement community; and

WHEREAS, the City has identified the following two sources that have a total of \$62,885 in CDBG funding available for reallocation:

11-09	Residential Accessibility Program - DRAIL	\$5,685
12-11	Grape Bowl Accessibility Project	\$57,200

WHEREAS, the City has identified four existing project and two new projects in which to commit the reallocated funds:

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
13-14 (New Project)	City Hall Annex - ADA Accessibility	\$62,885

WHEREAS, the reallocation of funds requires an amendment of the 2013/14 Action Plan; and

WHEREAS, the City of Lodi has held, with proper notification and at the completion of the mandatory 30 day public comment period, a public hearing at the City Council meeting of January 15, 2014, to receive comments on the proposed Action Plan amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the amendment of the 2013/14 Annual Action Plan to accommodate the aforementioned reallocations, and the appropriation of funds accordingly.

Dated: January 15, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSEN  
City Clerk

# CITY OF LODI

## LEGAL ADVERTISEMENT

### ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF AN  
AMENDMENT OF 2013-14 ANNUAL ACTION PLAN (AAP)

PUBLISH (DATES): December 20, 2013;

ACCT#: 20104930

TEAR SHEETS WANTED: 2 EXTRA

DELIVER TO: Community  
Development Dept.

AFFIDAVIT & BILL TO: Community Development - CDBG  
City of Lodi  
221 W. Pine Street  
Lodi, CA 95241

DATE: December 17, 2013

ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager

## LEGAL NOTICE

### NOTICE OF PUBLIC HEARING FOR DISCUSSION OF AN AMENDMENT TO THE 2013-14 ANNUAL ACTION PLAN (AAP)

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, January 15, 2014 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider an amendment to the Community Development Block Grant (CDBG) Program 2013-14 Annual Action Plan (AAP). The AAP generally describes how the City will utilize CDBG program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

The City proposes to reallocate CDBG funds that have not been expended. Funds may be allocated to new projects and programs, or existing projects and programs may receive additional funding.

The release of this notice is one of the City's activities to fulfill citizen participation requirements. Federal regulations require localities to provide the public with reasonable access to the documents.

The AAP amendment is available for public review at the Lodi City Hall, 221 West Pine Street, and on the City's website at [www.lodi.gov/community\\_development/neighborhoods/cdbg.html](http://www.lodi.gov/community_development/neighborhoods/cdbg.html). Copies of the AAP amendment will be made available upon request and are free of charge.

The public review and comment period for the amendment of the 2013-14 AAP begins December 16, 2013 and will end January 15, 2014. The City Council will consider adoption of the amendment of the 2013-14 AAP and provide an opportunity for public comment at their January 15, 2014 meeting.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and accomplishments under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (209) 333-6702. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Notice of Non-Discrimination on the Basis of Disability and Reasonable Accommodation

The City of Lodi does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities on the basis of disability. Reasonable accommodations will be made available to the disabled, upon request. Translators/Translation services are also available upon request. Any questions, concerns or requests related to these Notices should be directed to the following person:

Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager  
Joseph Wood

Dated: December 17, 2013



## DECLARATION OF POSTING

### **PUBLIC HEARING TO CONSIDER AND APPROVE AN AMENDMENT OF THE 2013/14 ACTION PLAN TO ACCOMMODATE THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

On Thursday, December 19, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider and approve an amendment of the 2013/14 Action Plan to accommodate the reallocation of Community Development Block Grant funds (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

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

Executed on December 19, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL-OLSON  
CITY CLERK**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA DITMORE  
ADMINISTRATIVE CLERK



## DECLARATION OF MAILING

### **PUBLIC HEARING TO CONSIDER AND APPROVE AN AMENDMENT OF THE 2013/14 ACTION PLAN TO ACCOMMODATE THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

On Thursday, December 19, 2013, 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 and approve an amendment of the 2013/14 Action Plan to accommodate the reallocation of Community Development Block Grant funds, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

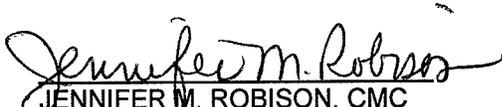
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

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

Executed on December 19, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK, CITY OF LODI**

  
JENNIFER W. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA DITMORE  
ADMINISTRATIVE CLERK

## LEGAL NOTICE

EXHIBIT A

### NOTICE OF PUBLIC HEARING FOR DISCUSSION OF AN AMENDMENT TO THE 2013-14 ANNUAL ACTION PLAN (AAP)

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, January 15, 2014 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider an amendment to the Community Development Block Grant (CDBG) Program 2013-14 Annual Action Plan (AAP). The AAP generally describes how the City will utilize CDBG program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities.

The City proposes to reallocate CDBG funds that have not been expended. Funds may be allocated to new projects and programs, or existing projects and programs may receive additional funding.

The release of this notice is one of the City's activities to fulfill citizen participation requirements. Federal regulations require localities to provide the public with reasonable access to the documents.

The AAP amendment is available for public review at the Lodi City Hall, 221 West Pine Street, and on the City's website at [www.lodi.gov/community\\_development/neighborhoods/cdbg.html](http://www.lodi.gov/community_development/neighborhoods/cdbg.html). Copies of the AAP amendment will be made available upon request and are free of charge.

The public review and comment period for the amendment of the 2013-14 AAP begins December 16, 2013 and will end January 15, 2014. The City Council will consider adoption of the amendment of the 2013-14 AAP and provide an opportunity for public comment at their January 15, 2014 meeting.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and accomplishments under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (209) 333-6702. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

#### Notice of Non-Discrimination on the Basis of Disability and Reasonable Accommodation

The City of Lodi does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities on the basis of disability. Reasonable accommodations will be made available to the disabled, upon request. Translators/Translation services are also available upon request. Any questions, concerns or requests related to these Notices should be directed to the following person: Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager, Joseph Wood

Dated: December 17, 2013

**January 15<sup>th</sup> Public Hearing - Mailing List**

**EXHIBIT B**

Captains Tory and Martin Ross  
c/o Salvation Army, Lodi Corps  
PO Box 1388  
Lodi, CA 95241  
[martin.ross@usw.salvationarmy.org](mailto:martin.ross@usw.salvationarmy.org)  
209-369-5896 x107

Mike Mallory  
c/o Second Harvest Food Bank  
704 E. Industrial Park Drive  
Manteca, CA 95337-6116  
[ktapia@feedingamerica.org](mailto:ktapia@feedingamerica.org)  
209-239-2091

Rebeca Knodt  
c/o Emergency Food Bank of Stockton/San Joaquin  
7 W. Scotts Avenue  
Stockton, CA 95202  
[rknodt@stocktonfoodbank.org](mailto:rknodt@stocktonfoodbank.org)  
209-464-7369

Peggy Wagner  
c/o San Joaquin County Fair Housing Association  
247 E. Miner Ave  
Stockton, CA 95202  
[PeggyW@sifairhousing.com](mailto:PeggyW@sifairhousing.com)  
(209) 451-3471

Kristi Rhea  
c/o Housing Authority of the County of San Joaquin  
448 S. Center Street  
Stockton, CA 95202  
[krhea@hacsj.com](mailto:krhea@hacsj.com)  
209-460-5024

Tracy Williams  
c/o LOEL Foundation, Inc.  
105 S. Washington Street  
Lodi, CA 95240  
[tracy@loelcenter.net](mailto:tracy@loelcenter.net)  
209-368-2050

Dean Fujimoto  
c/o SJC Human Services Agency  
PO Box 201056  
Stockton, CA 95201

Jake McGregor  
c/o One-Eighty Teen Center  
17 W. Lockeford Street  
Lodi, CA 95240

Elvira Ramirez  
Catholic Charities  
1106 N. El Dorado  
Stockton, CA 95202  
[eramirez@ccstockton.org](mailto:eramirez@ccstockton.org)  
209-444-5938

Nate McBride  
c/o Small Business Development Center  
56 S. Lincoln Street  
Stockton, CA 95203

Barry Smith, Executive Director  
Disability Resource Agency for Independent Living  
501 W. Weber Ave, Ste 200-A  
Stockton, CA 95203



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointments to the Lodi Animal Advisory Commission, Lodi Senior Citizens Commission, Personnel Board of Review, San Joaquin County Mosquito and Vector Control District, and Site Plan and Architectural Review Committee and Re-Post for Remaining Vacancies on Lodi Animal Advisory Commission

**MEETING DATE:** January 15, 2014

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointments to the Lodi Animal Advisory Commission, Lodi Senior Citizens Commission, Personnel Board of Review, San Joaquin County Mosquito and Vector Control District, and Site Plan and Architectural Review Committee and direct the City Clerk to re-post for remaining vacancies on Lodi Animal Advisory Commission.

**BACKGROUND INFORMATION:** On October 16, 2013, the City Council directed the City Clerk to post for expiring terms on various boards and commissions. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments. In addition, two vacancies remain on the Lodi Animal Advisory Commission. It is recommended that Council direct the City Clerk to post for these vacancies to remain open until filled.

**APPOINTMENTS:**

**Lodi Animal Advisory Commission**

Linda Castelanelli Term to expire December 31, 2016

NOTE: One applicant (one reappointment); posting ordered 8/7/13 and 10/16/13; application deadline 11/18/13

**Senior Citizens Commission**

Jill Hernandez Term to expire December 31, 2017

Pat Hill Term to expire December 31, 2017

NOTE: Two applicants (one reappointment and one new applications); posting ordered 10/16/13; application deadline 11/18/13

**Personnel Board of Review**

Ed Miller Term to expire January 1, 2017

Bill Russell Term to expire January 1, 2017

Jim Schweickardt Term to expire January 1, 2017

NOTE: Three applicants (three reappointments); posting ordered 10/16/13; application deadline 11/18/13

**San Joaquin County Mosquito and Vector Control District**

Jack Fiori Term to expire December 31, 2017

NOTE: One applicant (one reappointment); posting ordered 10/16/13; application deadline 11/18/13

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**Site Plan and Architectural Review Committee**

John Della Monica, Jr. Term to expire January 1, 2018

NOTE: Two applicants (two new applications); posting ordered 7/17/13 and 10/2/13; application deadline 11/18/13

**POSTINGS:**

**Lodi Animal Advisory Commission**

Two Vacancies Terms to expire December 31, 2016

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

---

Randi Johl-Olson  
City Clerk

RJO/JMR



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Monthly Protocol Account Report

**MEETING DATE:** January 15, 2014

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through December 31, 2013.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

---

Randi Johl-Olson  
City Clerk

RJO/JMR

Attachment

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager





**CITY OF LODI  
COUNCIL COMMUNICATION**

™

**AGENDA TITLE:** Adopt Resolutions Approving One Time 2014 Adjustments to Executive Management Statement of Benefits, Approving 2014 Memorandum of Understanding with the Maintenance and Operators Unit, General Services Unit, and Mid-Management, Approving Benefit Modifications for Confidential Employees, and Appropriating Funds (\$647,869)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** City Attorney's Office  
City Manager's Office

**RECOMMENDED ACTION:** Adopt resolutions approving one time 2014 adjustments to Executive Management Statement of Benefits, approving 2014 Memorandum of Understanding with the Maintenance and Operators Unit, General Services Unit, and Mid-Management, approving benefit modifications for Confidential Employees, and appropriating funds in the amount of \$647,869 for Fiscal Year 2013/14.

**BACKGROUND INFORMATION:** Staff, the Mid-Management group, and AFSCME have reached a tentative agreement for their respective 2014 year Memoranda of Understanding (MOU), subject to the approval of Council. Both agreements are based on a similar framework with some exceptions to address their unique working conditions. The base compensation concept is to pay a base \$2,300 per employee benefit on a one-time, non-PERS-able basis to each employee in the 2014 MOU year and increase each employee's medical cap rates to the January 1, 2014 rates. Finally, both agreements are subject to "me too" language that is limited to group-wide changes. Individual differences are laid out in further detail below.

**MID MANAGEMENT:**

Under the tentative agreement with Mid-Management, the City would agree to modify their MOU to achieve three primary salary and benefit modifications. First, the City would increase the medical cap to the January 2014 lowest cost HMO rate. Second, the City would grant a one-time \$2,300 per employee cash payment. The payment would be a non-recurring, one year, non-PERSable increase in recognition of a small portion of past years concessions. Third, the City would permit Mid Managers to cash out a total of 60 hours of administrative leave consistent with the other mid management bargaining units that can cash out 40 hours of administrative leave and a portion of their vacation leave.

The Medical cap proposal is defined in detail below:

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

APPROVED: \_\_\_\_\_

Konradt Bartlam, City Manager

A redline strikeout version of the Mid-Management MOU is attached for Council review and approval. The redline version reflects several housekeeping items and all agreements include changes mandated by recent pension reform legislation.

**CONFIDENTIAL GENERAL SERVICES/MID MANAGERS:**

The Confidential mid managers and general services workers are not members of a recognized bargaining group. However, Council has traditionally treated the Confidential mid managers and the Confidential general services employees in the same manner as their closest corollary negotiating team. Staff requests that Council approve corollary changes to the Confidential mid managers as set forth above and Confidential general services employees as set forth below.

**AFSCME:**

A copy of the revised sections of the AFSCME MOU provisions is also attached for Council consideration. The Tentative Agreement with AFSCME Maintenance and Operators and General Services is also based on a \$2,300 one-time base payment and is identical to mid managers regarding health insurance caps. However, AFSCME has requested that employees with less than two years of service receive a payment of \$1,150 per employee and that the other half be redistributed among their members with over two years of service. That request would roughly increase the one-time payment for employees with over two years of service by approximately \$150 (total of \$2,450). The exact figure is dependent on the employees at the time Council ratifies the agreement. In addition, staff has tentatively agreed to modify the MOUs to put water and wastewater operators on a standby basis. As Council knows, the City has exposure to significant fines in operating its water, wastewater, and electric utilities. Currently, electric and water operators are on standby status, meaning that at the end of every shift, one employee is paid a set number of hours in exchange for the obligation for being willing and able to return to duty to deal with emergency calls when the operation is not otherwise staffed. Currently, wastewater is not placed on standby and water and electric have different standby rates. This MOU would standardize the three systems to match the current electric utility standby mechanism at three hours of pay on an employee's regular work day (the standard scenario), 4 hours if we have to call an employee not on that day's schedule, and 8 hours for observed holidays. In addition, the City has agreed to several changes to the Uniform, Tools, and Boot provisions more fully outlined in the attached redline provisions.

**EXECUTIVE (excluding Council Appointees):**

Appointed staff recommend that Council make equivalent changes on a one-time basis to the Executive Management Statement of Benefits applicable to all but the Council-appointed staff (Deputy City Manager, Electric Utility Director, Fire Chief, Library Director, Parks Recreation and Cultural Services Director, Police Chief, and Public Works Director). Specifically, non-Council-appointed staff would receive through the Statement of Benefits: 1) the base one-time payment of \$2,300, 2) an increase to the January 2014 Medical Cap, and 3) an additional 20 hours of cashable administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

**FISCAL IMPACT:** Total calendar year cost of the proposals equals \$796,561 of which \$647,869 is applicable to fiscal year 2013/14. The above proposal is not in the 2013/14 budget and will require an appropriation. Funding is available for the General Fund from dollars in excess of its 2013/14 reserve target. Funding for other funds will come from available reserves. Partial funding for Library (\$25,300) and Parks, Recreation, and Community Services (\$36,800) will come from a General Fund transfer.

**FUNDING:** Funding for the General Fund portion of this item will be provided by funds in excess of the General Fund reserve target established by Council. Funding for this item outside the General Fund will come from available reserves. Partial funding for Library (\$25,300) and Parks, Recreation, and Community Services (\$36,800) will come from a General Fund transfer.

---

Jordan Ayers, Deputy City Manager

---

Stephen Schwabauer  
City Attorney

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF LODI**  
**AND**  
**LODI CITY MID-MANAGEMENT ASSOCIATION**

JANUARY 1, 201~~4~~<sup>2</sup> – DECEMBER 31, 201~~3~~<sup>4</sup>

***MID-MANAGEMENT***

~~ACCOUNTANT~~  
~~ASSISTANT ENGINEER~~  
~~ASSISTANT ENGINEER/PLANS EXAMINER~~  
~~ASSISTANT PLANNER~~  
~~ASSOCIATE CIVIL ENGINEER~~  
~~ASSOCIATE PLANNER~~  
~~BUILDING OFFICIAL~~  
~~BUSINESS DEVELOPMENT MANAGER~~  
~~CHIEF WATER PLANT OPERATOR~~  
~~CITY PLANNER/PLANNING MANAGER~~  
~~COMMUNITY CENTER MANAGER~~  
~~COMPLIANCE ENGINEER~~  
~~CONSTRUCTION PROJECT MANAGER~~  
~~DEPUTY PUBLIC WORKS DIRECTOR—CITY ENGINEER~~  
~~DEPUTY PUBLIC WORKS DIRECTOR—UTILITIES~~  
~~ELECTRIC OPERATIONS SUPERINTENDENT~~  
~~ELECTRIC UTILITY RATE ANALYST~~  
~~INFORMATION SYSTEMS MANAGER~~  
~~LAB/ENVIRONMENTAL COMPLIANCE SUPERINTENDENT~~  
~~LIBRARIAN I/II~~  
~~LIBRARY SERVICES DIRECTOR~~  
~~LIBRARY SERVICES MANAGER~~  
~~LITERACY AND VOLUNTEER MANAGER~~  
~~MANAGEMENT ANALYST~~  
~~MANAGER, CUSTOMER SERVICE & PROGRAMS~~  
~~NEIGHBORHOOD SERVICES MANAGER~~  
~~NETWORK ADMINISTRATOR~~  
~~PARK SUPERINTENDENT~~  
~~RATES & RESOURCES MANAGER~~  
~~RECREATION MANAGER~~  
~~RECREATION SUPERINTENDENT~~  
~~SENIOR CIVIL ENGINEER~~  
~~SR. POWER ENGINEER~~  
~~SR. PROGRAMMER/ANALYST~~  
~~SUPERVISING ACCOUNTANT~~  
~~TRANSPORTATION MANAGER/SR. TRAFFIC ENGINEER~~  
~~WASTEWATER PLANT SUPERINTENDENT~~  
~~WATER/WASTEWATER/UTILITY SUPERINTENDENT~~

**TABLE OF CONTENTS**

ARTICLE I - SALARY AND TERM ..... 1

ARTICLE II - UNIFORM ALLOWANCE/OPERATOR D-5 INCENTIVE .....~~21~~

ARTICLE III - DEFERRED COMPENSATION .....~~242~~

ARTICLE IV - FLEXIBLE SPENDING ACCOUNT ..... 2

ARTICLE V - CHIROPRACTIC .....~~32~~

ARTICLE VI – OVERTIME .....~~32~~

ARTICLE VII - RETIREMENT..... 3

ARTICLE VIII - VACATION LEAVE.....~~443~~

ARTICLE IX - ADMINISTRATIVE LEAVE.....~~54~~

ARTICLE X – HOLIDAYS .....~~554~~

ARTICLE XI - SICK LEAVE.....~~665~~

ARTICLE XII - SICK LEAVE CONVERSION.....~~76~~

ARTICLE XIII – MEDICAL INSURANCE.....~~87~~

ARTICLE XIV - DENTAL INSURANCE .....~~887~~

ARTICLE XV - VISION INSURANCE .....~~98~~

ARTICLE XVI - LIFE INSURANCE.....~~98~~

ARTICLE XVII - LONG-TERM DISABILITY INSURANCE .....~~98~~

ARTICLE XVIII - LEAVES AND LEAVES OF ABSENCE .....~~98~~

ARTICLE XIX – TUITION REIMBURSEMENT .....~~1140~~

ARTICLE XX – PROBATION .....~~1342~~

ARTICLE XXI - PERSONAL LIABILITY .....~~1342~~

ARTICLE XXII - GRIEVANCE PROCEDURE .....~~1443~~

ARTICLE XXIII - DISCIPLINARY PROCEDURE & PROCEEDINGS.....~~1544~~

ARTICLE XXIV – CITY RIGHTS .....~~194817~~

ARTICLE XXV – EMPLOYEE REPRESENTATION.....~~194817~~

ARTICLE XXVI – SEVERABILITY .....~~204918~~

Attachment A – Salary Schedule (~~with proposed increases~~)

**ARTICLE I - SALARY AND TERM**

~~1.1~~ ~~1.1~~ ~~————~~ ~~If any city bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase, or a one time restoration payment that is greater than the Base Payment of \$2,300 received by LCMMA per Article 1.5 of this MOU (excluding step increases or the equivalent) or a higher value medical and/or retirement benefit (except IBEW EMPLOYEE SHARE OF retirement and IBEW MEDICAL CAP IMPLEMENTATION) applicable to all members of the group for the MOU negotiated (or last best and final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013, or by resolution adopted by council, this unit will receive the same benefit.~~

Formatted: Font: 12 pt

Formatted: Indent: Left: 0", Hanging: 0.5"

~~If any City bargaining unit or group receives any increase in total compensation including but not limited to salary increases, certifications or a higher value medical, compensation or other benefit for the MOU negotiated (or last/best/final offer imposed) during the term of this contract this unit will receive the same benefit.~~

Formatted: Indent: Left: -0.38", Hanging: 0.38", Space After: 0 pt, Tab stops: 0.5", Left + 1", Left

Formatted: Space After: 0 pt

~~1.2~~ ~~Effective the first pay period after MOU approval, any classification(s) shall have their regular salary increased by the amount of any education/certification incentive that they currently receive as separate compensation. The corresponding incentive shall be eliminated. Job specifications shall be updated to reflect the requirement to possess same Salary shall be as noted in Attachment A.~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt

~~1.2~~ ~~Bargaining unit members agree to accept the following furlough day schedule during the term of this MOU:~~  
~~January 1, 2012 – June 30, 2013 – 18 floating furlough days (1 per month)~~

~~Furlough days will be floating within the month scheduled, but will normally follow the scheduled City Furlough Schedule unless there is a scheduled conflict.~~

~~1.3~~ ~~23~~ ~~Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining eligible languages.~~

~~1.4~~ ~~The City and the LCMMA entered into a Side Letter that continued in effect past the effective date of the immediately previous MOU to include June 30, 2012. The concessions in that Side Letter are eliminated and replaced by this MOU effective January 1, 2012.~~

~~1.5~~ ~~34~~ ~~The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA or by other means permitted by the Meyers Miliias Brown Act. The term of the MOU shall be January 1, 2014 through December 31, 2014, but not beyond March 31, 2014.~~

Negotiations will commence no later than October 31, 2013~~4~~.

~~1.45~~ City shall provide a one-time payment of \$2,300 to each member of this bargaining unit who is employed by the City on the date of approval of this MOU by the City Council and has at least 6 months service with the City. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of the approval of this MOU by the City Council.

Formatted: Not Highlight

#### **ARTICLE II - UNIFORM ALLOWANCE/OPERATOR D-5 INCENTIVE**

~~2.1~~ The City agrees to provide the LPD Management Analyst with a uniform allowance of \$825.00 per year. The uniform allowance shall be paid quarterly in conjunction with regular pay checks in the months of March, June, September, and December and shall be for the previous three months. The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to reimbursement. This allowance is limited to employees hired prior to the execution of this MOU.

~~2.21~~ The City agrees to provide the ~~Water/Wastewater~~Utility Superintendent an incentive of \$40.00 per month in recognition of his possession of Water Distribution Operator, Grade D-5 certificate. This incentive is limited to employees hired prior to ~~the execution of this MOU~~February 2, 2012.

#### **ARTICLE III - DEFERRED COMPENSATION**

3.1 Employees may participate in the City's Deferred Compensation Plan.

3.2 City matches up to a maximum of 3.0% of base salary ~~beginning in the pay period that July 1, 2012 falls.~~

#### **ARTICLE IV - FLEXIBLE SPENDING ACCOUNT**

4.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;

- a) Premium Conversion
- b) Non-reimbursed Health Care
- c) Dependent Care Reimbursement

4.2 Elections for the calendar year will be made each December, or if a change in family status occurs. ~~Money deposited into the Plan will be forfeited as required by the plan and or applicable law. Money not used by the end of each calendar year will be forfeited by the employee.~~

**ARTICLE V - CHIROPRACTIC**

5.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan.

**ARTICLE VI – OVERTIME**

6.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- Major storm damage requiring the dispatching of additional crews;
- The necessity to cover scheduled shifts;
- Direct supervision of crews assigned to work during normal days off to accommodate the public;
- Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

6.2 Overtime pay shall not be paid for the following:

- Staff meetings
- Special projects
- Conferences and seminars - except as noted below
- Appearances before City Council and commissions,
- Public information presentations,
- Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

6.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.

6.4 Upon promotion into a Mid-Management position all previously accrued compensatory time must be paid or used prior to the promotion.

**ARTICLE VII - RETIREMENT**

7.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits [for employees deemed to be “classic” employees by PERS](#):

**Miscellaneous 2% @ 55 plan**

- 1957 Survivors Benefit

- 1959 (Plus 25%) Survivors Benefit
- Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%
- 50% survivors continuation
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Employee shall pay the full employee share of retirement costs as calculated by PERS (7%) in its annual actuarial valuation

~~Employees shall pay the employee portion of Retirement Benefits as follows:  
January 1, 2012 through June 30, 2013 — 3.3 %  
July 1, 2013 and thereafter — 7.0 %~~

~~7.2 During the term of this agreement, the LCMMA agrees to reopen for negotiations the proposed CalPERS plan amendments (2% @ 60 for new hires) upon reaching agreement for the new CalPERS plan with all miscellaneous units.~~

7.2 Employees shall receive the following retirement benefits for employees deemed to be “new” employees under the Public Employee’s Pension Reform Act of 2013 (PEPRA):

Miscellaneous 2% @ 62 plan

- 1957 Survivors Benefit
- 1959 (Plus 25%) Survivors Benefit
- Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%
- 50% survivors continuation
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

Formatted: Indent: Hanging: 0.25"

Formatted: Font: 12 pt

#### **ARTICLE VIII - VACATION LEAVE**

8.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire: 3.08 hours per pay period

6th year 4.62 hours per pay period

12th year 5.23 hours per pay period

15th year 6.16 hours per pay period

21st year 6.47 hours per pay period  
22nd year 6.78 hours per pay period  
23rd year 7.09 hours per pay period  
24th year 7.40 hours per pay period  
25th year 7.71 hours per pay period

8.2 Employees hired after July 1, 1994 shall receive the following vacation benefits:

Beginning with:  
Date of Hire: 3.08 hours per pay period  
6th year 4.62 hours per pay period  
12th year 5.23 hours per pay period  
15th year/above 6.16 hours per pay period

8.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles 8.1, or 8.2, depending on their initial employment with the City of Lodi.

8.4 Vacation leave shall be used in increments of not less than quarter hours. Vacation may not be carried over to the subsequent year in excess of the amount earned in two calendar years unless authorized by the City Manager.

#### **ARTICLE IX - ADMINISTRATIVE LEAVE**

9.1 Employees will be given eighty (80) hours of administrative leave per calendar year. Balances must be used prior to December 30 or they will be lost.

9.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.

9.3 Employees separating mid-year will receive a cash payout for unused Administrative Leave on a prorated basis in accordance with 9.2.

| 9.4 Employees are eligible to cash out up to ~~forty (40)~~sixty (60) hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Division.

#### **ARTICLE X – HOLIDAYS**

10.1 All employees shall receive 36 floating hours and the following nine and one half fixed holidays:

- New Year's Day January 1
- Martin Luther King Jr. Day 3<sup>rd</sup> Monday in January
- President's Day 3<sup>rd</sup> Monday in February

- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (half working day) December 24
- Christmas Day December 25

10.2 Fixed holidays occurring on Saturdays shall be observed on the preceding Fridays; Sunday holidays will be observed on the following Mondays, with the exception that if the following Monday were a holiday, the Sunday holiday would be taken on the preceding Friday.

10.3 Electric Utility Mid-Management employees shall receive 45 floating hours and the following eight and one-half fixed holidays:

- New Year’s Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (half working day) December 24
- Christmas Day December 25

10.4 Holiday hours may not be carried into the following calendar year.

10.5 If hired or separated mid-year, employee shall be credited or debited with floating hours per the following schedule:

Four Floating Holidays:

<u>Month Hired or Separated</u>	<u>Hours Added</u>	<u>Hours Subtracted</u>
Jan Feb March	36	27
April May June	27	18
July Aug Sept	18	9
Oct Nov Dec	9	0

**ARTICLE XI - SICK LEAVE**

11.1 Sick Leave is earned at the rate of 3.70 hours per pay period with no limit on the amount that can be accumulated. Sick leave shall be taken in increments of not less than quarter hours.

**ARTICLE XII - SICK LEAVE CONVERSION**

- 12.1 Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents, [subject to the cap shown in Article XIII](#). Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops

Employees may also use their banks money to purchase Dental, Vision, and/or Chiropractic Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement, [subject to the cap in Article XIII](#). Any differences created by an increase in premiums must be paid for by the employee.

OPTION #3 - "Cash-Out"

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – "Service Credit"

A retiring employee will be able to convert unused sick leave to service credit for Cal PERS retirement purposes.

- 12.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "PERS SERVICE CREDIT".
- 12.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in Section 12.1.
- 12.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.

- 12.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 12.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 12.1; Option #2.
- 12.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 12.8 A retiree or surviving dependent may purchase dental, vision, and/or Chiropractic insurance at the City group rate through the Sick Leave Conversion Bank option.

**ARTICLE XIII – MEDICAL INSURANCE**

- 13.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1 2012~~4~~. ~~The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.~~ If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction. If an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to either the employee's deferred compensation account or cash. A single employee who can show proof of group insurance will be eligible for this provision at ~~the rate of one-half (1/2) the current amount~~ (\$305.22). In order to qualify for this provision, proof of group insurance must be provided to the City.

~~Employees will pay all medical costs in excess of the cap reference above. Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).~~

- 13.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.
- 13.3 The City intends to propose a Cafeteria-based benefit program in 201~~4~~<sup>2</sup> with an effective date of January 1, 201~~5~~<sup>3</sup>. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

**ARTICLE XIV - DENTAL INSURANCE**

- 14.1 Employees are provided fully paid family dental insurance.

- 14.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

**ARTICLE XV - VISION INSURANCE**

- 15.1 Employees are provided with family vision care insurance through *Vision Service Plan*. Services and amount of coverage are outlined in the VSP Summary of Benefits.

**ARTICLE XVI - LIFE INSURANCE**

- 16.1 Employees are provided with a life insurance program providing for 2 times the annual salary to a maximum of \$250,000. The amount of insurance to reduce to 65% after the 70<sup>th</sup> birthday but before the 75<sup>th</sup> birthday. The amount of life insurance after the 75<sup>th</sup> birthday is reduced to 50%. In addition, a spouse will be covered for \$1,500. Dependent children between the ages of birth through the 20<sup>th</sup> birthday will be covered for \$1,500.

**ARTICLE XVII - LONG-TERM DISABILITY INSURANCE**

- 17.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3 percent to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City's Policy on Long Term Disability. The maximum length of coverage is three (3) years from date of disability. City will provide Employee referral to a long term disability plan provider. Any insurance coverage purchased shall be at employee's expense. A Long Term Disability program will be provided based upon the City Policy for Long Term Disability. Such program shall be limited to a maximum duration of three years of benefit.

**ARTICLE XVIII - LEAVES AND LEAVES OF ABSENCE**

- 18.1 A leave of absence may be granted for a specified period of time (not to exceed one year) with or without pay, for an employee to be absent from duty for a specified purpose. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request and the duration of such leave.

The granting of a leave of absence provides the employee the right to return to the same position or a position similar to the one vacated.

Requests for leave of absences for medical reasons must be accompanied by the appropriate health care practioner's documentation.

A leave of absence shall not constitute a break in service for purposes of the City of Lodi's service award, nor shall it impair an employee's status as a regular full-time employee. An employee returning to employment after a leave of absence shall retain the

same status and shall be placed at the same salary step in the pay range in effect for the class as the employee received when the leave of absence commenced.

Employees shall not be entitled to a leave of absence as a matter of right (except as provided by Federal or State law), but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. Failure on the part of the employee on leave to report promptly at its expiration, or at a reasonable time after notice to return to duty, shall be considered abandonment of position.

The approval of a leave of absence is subject, but not limited to a number of considerations such as length of employment, performance record, reasons for the leave of absence, the effect of the absence on the department, and duration of the leave of absence.

P.E.R.S. contributions will continue to be made as long as an employee continues to receive compensation from his/her accumulated leave balances. The amount of the contributions will vary according to the amount of compensation being received from the accumulated leave balances.

While an employee is on a leave of absence, he/she may receive compensation from his/her accumulated leave balances in accordance with applicable City policies. The amount of compensation received from these balances determines the employee's pay status.

- 18.2 An employee is on pay status when they are receiving compensation from his/her accumulated leave balances. To be eligible for City benefits, a regular, full-time employee must be on pay status at the rate equivalent to hours worked in at least one half of a pay period. The only exception to this condition pertains to the receipt of compensation from accumulated leave balances while receiving Workers' Compensation payments. Such employee must use all his/her accumulated leave balances until exhausted.
- 18.3 A leave of absence with pay is when an employee is considered to be in a pay status. An employee in a pay status will continue to receive all benefits including leave accruals.
- 18.4 A leave of absence without pay is determined as such when an employee is no longer in a pay status or has exhausted all accumulated leave balances (according to applicable City policies).

A leave of absence without pay shall constitute a break in service for the purposes of determining benefit eligibility, performance evaluation and subsequent merit increase eligibility time frames if the employee is not on pay status at the rate equivalent to hours worked in at least one half of a pay period. The length of such leave to the nearest pay period shall be deducted from service credit.

Failure of an employee to return to his/her employment upon the termination of any leave of absence may result in the employee being required to reimburse the City for health insurance premiums paid by the City during the leave. For reasons other than disability, employees and their dependents may continue their health/medical insurance by paying the premiums for such time as the employee is in a leave without pay status.

All employees granted a leave of absence without pay may have his/her personnel action date extended by the amount of the leave of absence, if such absence is greater than one pay period

18.5 All leaves of absence shall be requested in writing by the employee and shall require written approval by the Department Head. In addition to Department Head approval, leaves of absence without pay shall be approved by the City Manager. All requests shall be routed through the Human Resources Division and must include the following information:

- (1) Employee identification information such as employee number, class title, etc.;
- (2) Dates of commencement and expiration; and
- (3) Reason for absence.

18.6 A Personnel Action Form shall be submitted by the respective department to the Human Resources Division for all leaves of absence without pay with a duration greater than one full pay period. The form should be submitted prior to the commencement of such leave and immediately upon or prior to the employee's return to work.

18.7 All employees must have timesheets/cards submitted to payroll during leaves of absence indicating the type and amount of accumulated leave balance(s) to be charged. An employee on a leave of absence without pay should submit his/her timesheet/card indicating such status.

#### **ARTICLE XIX – TUITION REIMBURSEMENT**

19.1 Participation is limited to full-time regular employees of the City of Lodi.

19.2 City shall reimburse employees the cost of tuition and books (including software) upon the satisfactory completion of job related coursework.

Employees must maintain continuous service from the date a course begins to the date of its completion.

Employees shall not be eligible for reimbursement when a course is paid for by another source.

- 1) Employees shall receive up to a maximum of \$3,000 per fiscal year (including books and software), to be paid upon the satisfactory completion of course work.

A fiscal year is the period between July 1 and June 30; the final date of class shall determine the fiscal year in which that course falls. You cannot request reimbursement for a course in a fiscal year that the course did not end. For example: if you complete a class in June, but not request reimbursement until August, funds for your reimbursement would be derived from the previous fiscal year.

Course work must be part of a program of study towards obtaining an Associate of Arts, Bachelor's, or any higher degree. The college or university must be accredited from one of the eight regional accredited associations listed below:

- Middle States Association of Colleges and Schools Middle States Commission on Higher Education
- New England Association of Schools and Colleges Commission on Institutions of Higher Education
- New England Association of Schools and Colleges Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools The Higher Learning Commission
- Northwest Commission on Colleges and Universities
- Southern Association of Colleges and Schools Commission on Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities

19.3 Courses should pertain to an employee's career field, thus enhancing his/her career advancement opportunities and job skills. Courses related to an employee's job duties and responsibilities must exceed the educational level required to qualify for the employee's current classification.

19.4 Prior to enrollment in a course, the employee shall submit an application for participation in this program to his/her Department Head.

The Department Head shall review the application and determine eligibility according to the Tuition Reimbursement policy and the appropriate memorandum of understanding. If the application is denied, a letter shall be sent by the Department Head to the employee explaining why it has been disapproved. If the application is approved, the Department Head shall sign the application and return it to the employee, who shall be responsible to retain it until the course is completed.

Upon completion of the course of instruction, the employee shall submit to the Department Head evidence of satisfactory completion (grade of "C" or equivalent or better). For ungraded courses, a statement from the school or the instructor must indicate successful completion of the course. This shall be accomplished within 60 calendar days of the completion of the course. In the event that such cannot be furnished within this time period, the employee shall provide a written statement explaining the reason for the delay.

The Department Head shall then authorize payment of the appropriate reimbursement.

The completed application, receipts, and evidence of grade shall be forwarded to Human Resources for approval. Once approved by Human Resources the packet will be forwarded to the Finance Division and a reimbursement check shall be issued to the employee.

- 19.5 Participation in courses must not be during regular work hours and must not result in reducing either the normal work week of the employee or the quality and quantity of his/her services to the City; except that the City may grant time off for attendance at courses during working hours if the course is given at no other times and if such time off does not disturb normal City operations. The best interests of the City shall at all times be the determining factor in the consideration of such time off.

Employees must complete courses within the regulation period of time allowed for them by the school or professional organization.

Participation in this program is to be considered a privilege rather than a right of the employee.

The City reserves the right to disapprove reimbursement for courses if the course requested is available at a substantially lower cost at a local school or college.

#### **ARTICLE XX – PROBATION**

- 20.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Termination cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation.

#### **ARTICLE XXI - PERSONAL LIABILITY**

- 21.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:

1. The act or omissions was not within the scope of their employment; or
  2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
  3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
  2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
  3. Payment of the claim of judgment would be in the best interests of the City.

**ARTICLE XXII - GRIEVANCE PROCEDURE**

22.1 Disputes involving the following subjects shall be determined by the Grievance

Procedures established herein:

- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
- B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- C. Disputes which may be of a “class action” nature filed on behalf of the Association or the City.

22.2 Class action Grievances shall be submitted in writing from the LCMMA’s President to the City Manager or vice versa.

22.3 STEP ONE

Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

22.4 STEP TWO

If a grievance is not resolved in Step One, Step Two shall be the presentation of the grievance, in writing, by the Association Representative to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager's decision shall be final and binding. Step Two shall be taken within fifteen work days of the date of the answer in Step One.

**ARTICLE XXIII - DISCIPLINARY PROCEDURE & PROCEEDINGS**

- 23.1 In order to establish employee standards of conduct and work performance that are consistent with the efficient and effective delivery of public services, this section outlines those circumstances under which disciplinary action may be required.
- 23.2 The following may be causes for disciplinary action including, but not limited to, written reprimand, demotion, suspension, or discharge of any employee. The purpose of specifying these causes is to alert employees to the more common types of disciplinary issues. However, this list is not all inclusive and there may arise instances of unacceptable behavior not included in this list.
  - A. Improper or unauthorized use or abuse of sick leave.
  - B. Inability to maintain regular and consistent attendance, which prevents the reasonable availability for assigned duties.
  - C. Absence without authorized leave; repeated tardiness to assigned work, leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.
  - D. Misconduct; willful or negligent violation of any City rule or policy.
  - E. Insubordination.
  - F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.
  - G. Conviction of a felony or a misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.
  - H. Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.
  - I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's City work performance; or conducting personal business on City time.

- J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business; for example, fighting, using profanity, intimidation, or abusive and threatening language.
- K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.
- L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.
- M. Violation or neglect of safety rules or practices.
- N. Behavior, either during or outside duty hours, which is of such a nature that it causes discredit to the City or one of its operating practices.
- O. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training in a prompt competent and reasonable manner.
- Q. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.
- R. Intoxication, incapacity or possession or use of controlled substances or alcohol on City property and/or at the worksite.
- S. Failure to obtain or maintain possession of the minimum qualifications for the position.
- T. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- U. Unauthorized release or use of confidential information or official records.
- V. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.
- W. Inability to perform the duties of his/her job.
- X. Dishonesty.
- Y. Possession of firearms on the job (except for law enforcement personnel).
- Z. Sleeping on the job.

- AA. Theft.
- BB. Retaliation for actions protected by law.
- CC. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.
- DD. Threats of violence against City employees and/or City property.
- EE. Violation of the Fair Political Practices Act.

23.3 PERSONS WHO MAY TAKE DISCIPLINARY ACTION. The City Manager or any Department Director or designee may take disciplinary action against an employee.

23.4 CONSIDERATIONS IN THE DETERMINATION OF TYPE OF DISCIPLINARY ACTION. Where appropriate, the City practices a progressive disciplinary process. The considerations used in determining the type of disciplinary action shall be considered on a case-by-case basis. Such considerations shall include, but not be limited to: the employee's work history and performance record; the nature and severity of the infraction; aggravating and mitigating circumstances associated with the offense; and any extenuating factors.

23.5 TYPES OF DISCIPLINARY ACTION. The types of disciplinary action that may be taken shall include but not be limited to oral reprimand, written reprimand, demotion, suspension, reduction in pay and dismissal.

23.6 NOTICE OF DISCIPLINARY ACTION. Those disciplinary actions beyond an oral reprimand shall be in writing and include the following:

- A. The causes/reasons for the disciplinary action, which may include the performance expectations, rules, regulations or policies that have been violated.
- B. The effective date(s) of the disciplinary action.
- C. Any rights of appeal.

23.7 APPEAL OF DISCIPLINARY ACTION. An employee shall have the right to appeal any disciplinary action through the appropriate chain of command. The appeal process shall be composed of the following steps:

- A. An appeal shall be submitted in writing to the person who proposed and enacted the discipline within fifteen (15) business days of the date of notification for disciplinary action.

- B. The person who proposed and enacted the discipline shall respond in writing within fifteen (15) business days of the date of receipt of the employee’s appeal.
- C. If resolution is not achieved at that level, the employee may submit an appeal in writing to the Department Director within fifteen (15) business days of the date of the supervisor’s response.
- D. The Department Director shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
- E. If resolution is not achieved with the Department Director, the employee may submit an appeal in writing to the City Manager within fifteen (15) business days of the date of the Department Director’s response.
- F. The City Manager shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
- G. If resolution is not achieved with the City Manager, the employee may submit a request in writing to the City Clerk for the Personnel Board of Review to hear a review of the case within fifteen (15) business days of the date of the City Manager’s response.
- H. A hearing by the Personnel Board of Review shall be scheduled within fifteen (15) business days of the date of receipt of the request by the City Clerk. The hearing by the Board shall be a public hearing, unless the employee desires a closed hearing.
- I. The Personnel Board of Review shall have the ability to rule on the factual basis of the offense and the severity of the punishment
- J. The Personnel Board of Review shall submit a statement of opinion to the employee, City Manager, and the employee’s Department Director in writing within fifteen (15) business days of the hearing. The decision of the Board shall be advisory to the City Manager.
- K. Final Notice of Disciplinary Action: Following review of the Personnel Board of Review’s recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken and the employee’s appeal rights. The Final Notice of Disciplinary Action shall be provided to the employee in writing within 15 days of receipt of the Personnel Board of Review’s Statement of Opinion. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Manager. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
- L. Failure, by either party to respond in a timely manner would result in judgment for the opposing party.

- 23.8 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5
- 23.9 For employees covered by the requirements of California Government Code Section 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.
- 23.10 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”) disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA’s governing regulations.

#### **ARTICLE XXIV – CITY RIGHTS**

24.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to, the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment
- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications; provides, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

#### **ARTICLE XXV – EMPLOYEE REPRESENTATION**

25.1 This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Lodi Mid-Management Association (LCMMA).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq., of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective bargaining preparatory to signing this agreement. The City will meet and confer before changing a policy or rule that is subject to meet and confer under the Meyers-Milias-Brown Act (MMBA).

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the LCMMA agree and understand that if any section of the MOU conflicts with any ambiguity will policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to). The terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

The City agrees to recognize LCMMA representatives for the purpose of representing members of the LCMMA on all matters relating to the administration of this MOU, and upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with the discipline article of this MOU.

**ARTICLE XXVI – SEVERABILITY**

- 26.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

ATTACHMENT A

Mid-Management Positions

Formatted Table

Classification	OCC	Step A	Step B	Step C	Step D	Step E
Accountant	348	4797.90	5037.75	5289.68	5554.18	5831.86
Associate Civil Engineer	66	5813.22	6103.88	6409.07	6729.53	7066.00
Associate Planner	68	4744.09	4981.30	5230.36	5491.88	5766.47
Building Official	87	6885.38	7229.59	7591.09	7970.59	8369.18
City Planner/Planning Manager	459	7041.86	7393.95	7763.64	8151.83	8559.42
Community Center Manager	11	4897.43	5142.30	5399.42	5669.39	5952.85
Compliance Engineer	65	5813.22	6103.88	6409.07	6729.53	7066.00
Construction Project Manager	442	5299.02	5563.97	5842.16	6134.28	6440.99
Deputy Public Works Director—City Engineer	46	9065.32	9518.58	9994.49	10494.24	11012.40
Deputy Public Works Director—Utilities	47	9065.32	9518.58	9994.49	10494.24	11012.40
Electric Operations Superintendent	163	8227.03	8638.38	9070.30	9523.81	10000.00
Electric Utility Rate Analyst	418	6012.43	6313.13	6628.75	6960.15	7308.23
Information Systems Manager	15	6774.18	7112.89	7468.54	7841.96	8234.06
Lab/Environmental Compliance Superintendent	386	6120.87	6426.83	6748.22	7085.64	7439.90
Librarian I	220	4107.43	4312.80	4528.44	4754.86	4992.61
Librarian II	222	4518.18	4744.09	4981.29	5230.36	5491.87
Library Services Manager	227	5409.25	5679.66	5963.69	6261.89	6574.95
Management Analyst	438	4776.43	5015.25	5265.96	5529.36	5805.78
Manager, Customer Service & Programs	142	6744.66	7081.88	7435.99	7807.79	8198.18
Neighborhood Services Manager	158	6887.27	7231.54	7593.17	7972.82	8371.47
Network Administrator	122	5891.81	6186.37	6495.64	6820.41	7161.47
Park Superintendent	285	5911.63	6207.21	6517.57	6843.45	7185.62
Rates and Resource Manager	167	8227.03	8638.38	9070.30	9523.81	10000.00
Recreation Manager	334	4452.16	4674.80	4908.59	5154.01	5411.68
Recreation Superintendent	338	4897.42	5142.30	5399.41	5669.38	5952.85
Senior Civil Engineer	155	6558.36	6886.48	7230.74	7592.48	7971.70
Senior Power Engineer	149	7356.09	7723.79	8109.36	8515.05	8940.86
Senior Programmer/Analyst	134	5355.35	5623.09	5904.20	6199.40	6509.41
Supervising Accountant	342	5647.31	5929.67	6226.16	6537.47	6864.34
Transportation Manager/Sr Traffic Engineer	43	6559.00	6887.15	7231.44	7593.20	7972.46
Water/Wastewater Superintendent	432	6186.64	6495.97	6820.77	7161.81	7519.90

CITY OF LODI AND LODI CITY MID-MANAGEMENT ASSOCIATION – MOU 20142-20134

CITY OF LODI  
a Municipal corporation

LODI CITY MID-MANAGEMENT ASSN.

Formatted: Left: 1", Right: 1", Suppress Endnotes

KONRADT BARTLAM  
City Manager

~~KEVIN BELL~~ Gary Wiman  
President

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

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

~~DEAN GUALCO~~ Jordan Ayers  
HR Manager Deputy City Manager

~~JOSEPH CHRIS Boyer~~ WOOD  
Vice-President

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

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

KATHRYN GARCIA  
Secretary/Treasurer

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

Attest:

RANDI JOHL  
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER  
City Attorney

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57  
LOCAL 146-AFL-CIO

MAINTENANCE & OPERATORS UNIT

January 1, 2014 - December 31, 2014

## TABLE OF CONTENTS

<b><u>CHAPTER 1 – SALARIES AND OTHER COMPENSATION</u></b>		<b><u>Page #</u></b>
Article I	Salary	4
Article II	Hours	4
Article III	Compensatory Time	5
Article IV	Overtime	5
Article V	Meals	6
Article VI	Temporary Upgrade	7
Article VII	Shift Differential	7
Article VIII	Standby Duty	7
Article IX	Tools and Uniform Allowance	7
Article X	Safety/Safety Boot Provisions	8
Article XI	Class A License	8
Article XII	Education Incentives	8
Article XIII	Bilingual Pay	9
Article XIV	Tuition Reimbursement	9
Article XV	Court Appearances	9
Article XVI	Mileage Compensation	10
 <b><u>CHAPTER 2 – LEAVES</u></b>		
Article XVII	Catastrophic Leave	11
Article XVIII	Bereavement Leave	11
Article XIX	Holidays	11
Article XX	Leaves of Absence	12
Article XXI	Sick Leave	12
Article XXII	Vacation Leave	12
 <b><u>CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT</u></b>		
Article XXIII	Medical Insurance	14
Article XXIV	Dental Insurance	15
Article XXV	Vision Insurance	15
Article XXVI	Chiropractic Insurance	15
Article XXVII	Life Insurance	15
Article XXVIII	Long Term Disability	15
Article XIX	Workers' Compensation	16
Article XXX	Flexible Spending Account	16
Article XXXI	Deferred Compensation Plan	16
Article XXXII	PERS	16
Article XXXIII	Sick Leave Conversion	17

**CHAPTER 4 – UNION / CITY ISSUES**

Article XXXIV	Union Leave	19
Article XXXV	Demotion And Layoff	19
Article XXXVI	Changes in Memorandum	19
Article XXXVII	City Rights	19
Article XXXVIII	Employee Representation	20
Article XXXIX	Grievance Procedure	22
Article XL	Mutual Consent Contingency	25
Article XLI	No Strikes	25
Article XLII	Probationary Period	25
Article XLIII	Promotion	26
Article XLIV	Seniority	26
Article XLV	Shop Stewards	26
Article XLVI	Status	27
Article XLVII	Term	27

Exhibit A – Salary Schedule effective 03/21/2012

Exhibit B – Salary Schedule Specific Positions effective 03/21/2012

Exhibit C – Incentive Pay Schedule

Exhibit D – Incentive Pay for Equipment Maintenance Employees

Exhibit E – Certification Pay

# Chapter 1 – Salaries and Other Compensation

## ARTICLE I – SALARY

1.1 ~~Bargaining unit members agree to accept the following furlough hours during the term of this MOU:~~

~~July 1, 2012–December 31, 2012—72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.~~

~~January 1, 2013–December 31, 2013—96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.~~

~~Fixed and floating furlough leave shall be deducted from bargaining unit members salary in equal amounts during the particular term.~~

~~All employees in the bargaining unit shall be issued a one-time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro rata share of \$1,150 times the number of people eligible for the \$1,150 payment.~~

~~This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.~~

1.2 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

1.3 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council ~~(except for IBEW)~~ receives a salary increase or a one time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on ~~December 31~~November 30, 2013 or December 31, 2013, or by resolution adopted by Council, this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the

opportunity to move to a lower cost plan upon the next available open enrollment period.

1.4 In the event that the modifications to the incentive structure in the 2013 MOU (rolling incentives into the salary for new hires) impede recruitment and retention, the parties agree to meet and confer in good faith to resolve the impediment.

## **ARTICLE II – HOURS**

2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.

- a. Wastewater Plant Operators shall work shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
- b. Employees assigned to work “Relief Operator” duties shall receive compensation at a rate of 10% above their current base pay. The “Relief Operator” is one who works a normal day shift but is on call to assume a shift operators shift(s) for the duration of a vacancy, then return to regular hours.
- c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
- d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

2.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours shall be a meet and confer item.

## **ARTICLE III – COMPENSATORY TIME**

3.2 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.

3.3 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.

3.4 No more than (144) hours of compensatory time may be carried on the books at any time.

3.5 An employee’s decision to elect compensatory time instead of overtime pay is irrevocable.

- 3.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

#### **ARTICLE IV – OVERTIME**

- 4.1 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes:

- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 6.1 and 6.2; and
- b. Time worked on a non-work day.

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate as provided plus the employee shall receive his or her regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 4.3 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.
- 4.4 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate
- 4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- a. On work day outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.
- b. On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

#### **ARTICLE V - MEALS**

- 5.1 If the City required an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 5.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.
- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with other provisions of this MOU.
- 5.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 p.m. and noon – 6:30 p.m.

#### **ARTICLE VI – TEMPORARY UPGRADE**

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in

this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

**ARTICLE VII – SHIFT DIFFERENTIAL**

An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators for all hours worked during swing shifts. Swing shifts are those daily work periods regularly scheduled to begin from 2pm to 12am. Shift assignments shall be made by the City at its sole discretion consistent with this MOU.

**ARTICLE VIII – STANDBY DUTY PAY – CALL-OUT PAY**

~~Employees shall receive compensation of two (2) hours of straight pay when said employees are required to be placed in standby status for a shift.~~

~~8.1 STANDBY: All employees in the Maintenance and Operators Bargaining Unit shall be eligible for standby pay as noted below:~~

~~A. Standby Pay: All employees in the Maintenance and Operators Bargaining Unit, except Waste Water Plant Operators and Water Plant Operators, shall receive compensation of three (3) hours of straight pay when said employees are in standby status.~~

~~B. Standby Pay: All Wastewater Plant Operators and Water Plant Operators shall receive compensation at straight time pay when said employees are in standby status, as shown below.~~

<del>On work days</del>	<del>3 hours</del>
<del>On non-work days</del>	<del>4 hours</del>
<del>On observed holidays</del>	<del>8 hours</del>

~~8.2 CALL-OUT: All employees in the Maintenance and Operators Bargaining Unit shall be paid call-out pay as follows:~~

~~A. In addition to the “Standby Duty Pay” (above) the employees on standby shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between 12 midnight and 12 midnight on any given day, shall be paid at double time.~~

~~B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 8.2 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement.~~

~~C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 8.2(A) of this Agreement.~~

D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate over time rate as defined in Article 8.2(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement and pay for any additional hours worked as defined in Article 8.2(C) of this Agreement.

#### **ARTICLE IX – TOOLS AND UNIFORM ALLOWANCE**

9.1 Uniforms provided by the City shall include a jacket, pants and shirts. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

Environmental Compliance Insp.	Parts Clerk
Facilities Maintenance Worker	Plant & Equipment Mechanic
Facilities Supervisor	Street Maintenance Worker <u>I/II/III</u>
Fleet Services Supervisor	Street Supervisor
Heavy Equipment Mechanic	Sr. Facilities Maintenance Worker
Maintenance Worker I & II	<u>Sr. Storekeeper</u>
Park Maintenance Worker I /II/III	W/WW-Maintenance-Worker <u>I/II/III</u>
Park Supervisor	W/WW Supervisor
Chief Wastewater Plant Operator	W/WW Plant Operator I/II/III
	<u>Water Plant Operator I/II/III</u>
	Welder-Mechanic

9.2 Coveralls as needed, but no more than 3, are provided to:

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator I, II, III	Environmental Compliance Inspector
Sr. Plant and Equipment Mechanic	Maintenance Workers I and II assigned to White Slough
	<u>Water Plant Operator I/II/III</u>

9.3 Smocks as needed, but no more than 3, are provided to Laboratory Technician I/II.

9.4 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 9.6 and 9.7 below.

9.5 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for the frames and lenses to the City for reimbursement.

9.6 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:

1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.

9.7 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.

1. Where the city would be required to replace issued safety glasses due to abuse by the employee.
2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.

9.8 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.

9.9 Employees who are not required to wear a uniform, whose personal clothing is damaged in the line of duty, may request to have the item replaced or repaired at the City's expense.

- A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
- B. The City shall have the sole discretion to approve or deny the request and its denial shall not be grievable.
- C. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.

D. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item for inspection.

E. All requests for reimbursement shall be accompanied by receipts.

9.10 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing the glasses.

A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.

B. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.

C. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

<u>Cost of Eyewear/Repair</u>	<u>\$150.00</u>
<u>Insurance Pays</u>	<u>\$100.00</u>
<u>Reimbursed to employee</u>	<u>\$ 50.00</u>

**ARTICLE X – SAFETY/SAFETY BOOT PROVISIONS**

10.1 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.

10.2 The City agrees to provide an annual boot allowance of \$2050, paid ~~quarterly~~semi-annually as part of the last biweekly payroll in the months of ~~March, June, September and December~~April and October of each year, for all classifications in this unit, ~~except Laboratory Technician I/II~~

10.3 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.

10.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

10.5 Laboratory Technicians shall be eligible to receive the safety shoe/boot allowance to purchase water resistant shoes.

**ARTICLE XI - CLASS A LICENSE**

Those employees required to have a Class “A” commercial driver’s license as part of their employment will be given \$600 per year, to be paid in October of each year.

**ARTICLE XII – EDUCATION INCENTIVES**

12.1 The City shall make available incentive pay as shown in Exhibit ~~BC~~ & D. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of \$250.00 per month.

12.2 The City agrees to pay all fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.

12.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two, the remaining employee shall receive \$40.00 per month.

12.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit ~~CD~~.

12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:

- a. Only courses listed in Exhibit ~~CD~~ will qualify towards this incentive.
- b. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
- c. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
- d. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to ~~the execution of this MOU (March 21, 2012)~~.

**ARTICLE XIII – BILINGUAL PAY**

Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

**ARTICLE XIV – TUITION REIMBURSEMENT**

Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

**ARTICLE XV – COURT APPEARANCES**

- 15.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 15.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 15.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.
- 15.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

**ARTICLE XVI – MILEAGE COMPENSATION**

Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance changes shall be effective the first day of the month following the determination of an increase by the IRS.

**Chapter 2 - Leaves****ARTICLE XVII – CATASTROPHIC LEAVE**

- 17.1 Catastrophic Leave will be provided as stated in the City’s current Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee’s qualified family members (as identified in the City’s Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 17.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

### **ARTICLE XVIII – BEREAVEMENT LEAVE**

- 18.1 Regular employees shall be granted 3 days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral.

The immediate family shall be limited to an employee’s:

spouse	parent	grandparent
grandparent-in-law	parent-in-law	child
grandchild	son-in-law	daughter-in-law
stepchild	foster parents	brother
half-brother	half-sister	sister

or a more distant relative who was a member of the employee’s immediate household at the time of death.

- 18.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

### **ARTICLE XIX – HOLIDAYS**

- 19.1 Members of this Unit shall observe the following nationally observed holidays:

New Year’s Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted thirty-six (36) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

19.2 Holiday time may be taken in quarter hour increments.

#### **ARTICLE XX – LEAVES OF ABSENCE**

Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU

#### **ARTICLE XXI – SICK LEAVE**

21.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

21.2 Sick leave may be accumulated up to an unlimited amount.

21.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding use of sick leave for family member's illnesses.

#### **ARTICLE XXII – VACATION LEAVE**

22.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period
6th year:	4.62 hrs per pay period
12th year:	5.24 hrs per pay period
15th year:	6.16 hrs per pay period
21st year:	6.47 hrs per pay period
22nd year:	6.78 hrs per pay period
23rd year:	7.09 hrs per pay period
24th year:	7.40 hrs per pay period
25th year & over:	7.71 hrs per pay period

22.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive first choice in any scheduling period.

22.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an

employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

- 22.4 For all persons hired after September 1, 1995 the maximum vacation accrual rate will be 6.16 hours per pay period.

## Chapter 3 - Insurance and Retirement

### ARTICLE XXIII – MEDICAL INSURANCE

23.1 All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 201~~24~~<sup>25</sup>. Employees will pay all costs for plans costing more than the amount paid by City.

23.2 ~~The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.~~ If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

23.3 Employees will pay one hundred percent (100%) of the change in medical costs beginning January 201~~34~~<sup>35</sup>. The baseline will be the January 201~~24~~<sup>25</sup> lowest cost PERS HMO for the employee's family category (\$657.33 for Single, \$1,314.66 for Employee +1, \$1709.06 for Family.)

Effective January 1, 201~~34~~<sup>35</sup>, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) revised as follows for employees whose annual base salary, ~~adjusted for furloughs~~, is less than \$40,000.

~~For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from CalPERS or 3%.~~

~~For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:~~

- ~~• If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.~~
- ~~• If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).~~

- ~~If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).~~

~~In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.~~

Percentage increases shall be based upon the amounts ~~shown above~~ paid by City (\$~~610.44~~657.33 for single, \$~~1,220.88~~1,314.66 for Employee + 1 and \$~~1,587.14~~1,709.06 for Family).

- 23.4 Employees shall be eligible for medical insurance from the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 23.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

#### **ARTICLE XXIV – DENTAL INSURANCE**

24.1 Employees are provided fully paid family dental insurance.

24.2 Maximum benefits are \$1000 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.

#### **ARTICLE XXV – VISION INSURANCE**

The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

#### **ARTICLE XXVI – CHIROPRACTIC INSURANCE**

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

#### **ARTICLE XXVII – LIFE INSURANCE**

The City agrees to provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21 or 22, and dependent handicapped children shall be covered for \$1,500 insurance. Children between the age of 14 days and 6 months shall be provided with \$150 life insurance.

#### **ARTICLE XXVIII – LONG TERM DISABILITY**

28.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program

commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability.

28.2 The maximum length of coverage is three years from date of disability.

#### **ARTICLE XXIX – WORKER'S COMPENSATION**

The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Worker's Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers' Compensation shall also receive compensation from the City in such an amount that when added to the Workers' Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

#### **ARTICLE XXX – FLEXIBLE SPENDING ACCOUNT**

30.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

30.2 The City intends to propose a Cafeteria-based benefit program in 201~~24~~<sup>25</sup> with an effective date of January 1, 201~~35~~<sup>35</sup>. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City's proposed plan during the term of this MOU.

#### **ARTICLE XXXI – DEFERRED COMPENSATION PLAN**

31.1 The City and AFSCME agree to the implementation of the following program effective July 1, 1977.

31.2 The City shall match contributions by ~~an~~General Service employees to a deferred compensation program up to a maximum 3.0% of the employee's gross salary ~~beginning in~~ the pay period that July 1, 2012 falls.

#### **ARTICLE XXXII – PERS**

32.1 The City agrees to provide the following PERS retirement program and to pay the employers cost for employees deemed to be "classic" employees by PERS:

- a. PERS “2% at 55” full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- h.i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

Employees shall pay the employee portion of Retirement Benefits as follows:

January 1, 2012 through December 31, 2012—1%

January 1, 2013 through December 30, 2013—3.3%

December 31, 2013 and thereafter—7.0 %

~~32.2 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.~~

32.2 The City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “new” employees by PERS under the Public Employee Pension Reform Act of 2013 (PEPRA):

A. PERS “2% at 62” full formula retirement benefits plus the following additional options:

B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.

D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.

E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.

F. Military Service Credit as Public Service.

G. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

H. 50% survivor continuation in the event of death after retirement.

I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

### **ARTICLE XXXIII – SICK LEAVE CONVERSION**

33.1 For all unused sick leave balance, a represented employee with ten years of employment with the City will receive medical coverage upon retirement (but not upon resignation or termination) using one of the following options:

#### **Option #1 – CONVERSION**

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 ½% to the 50% before converting the unused sick leave to months of insurance.

#### **EXAMPLE:**

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XXIII. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

#### **Option #2 – BANK**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

#### **EXAMPLE:**

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

### **Option #3 – CASH OUT**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

33.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 303.1.

33.3 Employees selecting option #1 or #2, who retire on a service retirement, shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.

33.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 303.1 of this Article.

~~33.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight hours equal one day for purposes of determining day creditable. If an employee opts to utilize the provisions of any section of Article 30 other than 30.5, the City will report to PERS they have zero hours of unused sick leave.~~

### Option#4 – PERS Credit

33.5 Per California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.

33.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.

33.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.

| 33.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

|

## **Chapter 4. Union/City Issues**

### **ARTICLE XXXIV – UNION LEAVE**

- 34.1 Whenever any employee is absent from work as a result of a formal request by the AFSCME to send an employee to school to be involved in union business, the City shall pay for all regular time lost and shall be reimbursed therefore by the AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 34.2 The City agrees to provide storage space to AFSCME for union materials.

### **ARTICLE XXXV – DEMOTION AND LAYOFF**

- 35.1 The classification of Maintenance Worker in the Parks, Recreation and Cultural Services or Public Works Department will be "Y" rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in workforce.
- 35.2 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

### **ARTICLE XXXVI – CHANGES IN MEMORANDUM**

The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

### **ARTICLE XXXVII – CITY RIGHTS**

It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards; to set standards of service.
- Determine the procedure and standards of selection for employment; to direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.

- Exercise complete control and discretion in the technology of performing its work.
- City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

### **ARTICLE XXXVIII – EMPLOYEE REPRESENTATION**

38.1 This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

38.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51.

38.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into

membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.
- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
  - Union Membership Dues
  - Agency Shop Fees
  - AFSCME Voluntary Political Action Check Off (PEOPLE)

- Fair Share donations to the United Way Campaign
  - Fair Share donations are limited to employees with religious objections.
- h. The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY’S compliance with this Article.

- 38.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 38.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 38.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXIX – GRIEVANCE PROCEDURE**

- 39.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by AFSCME and the City.
- The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application, or enforcement of the express terms of the MOU and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term “party” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- 39.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
  - b. Discharge, demotion, suspension or discipline of an individual employee.
  - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 39.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.
- 39.4 STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days from the date of the answer in Step One.
- 39.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.
- 39.6 STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.
- Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and AFSCME shall alternately strike names until one (1) name remains; this person shall be the

arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To ensure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

39.7 Failure by either party to meet any of the aforementioned time limits as set forth in Section 36.3, 36.4, 36.5, or 36.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

39.8 Employees may have documents (other than performance reports) relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (24) months or more previous and no incident of a similar nature has occurred in the interim.

39.9 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

39.10 Only AFSCME may appeal a grievance to arbitration.

#### **ARTICLE XL – MUTUAL CONSENT CONTINGENCY**

This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

#### **ARTICLE XLI – NO STRIKES**

The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins”, or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

#### **ARTICLE XLII – PROBATIONARY PERIOD**

42.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does

not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

42.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

- a. Vacation Leave – See Article XX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.
- c. The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The AFSCME shall be notified of all extensions.

42.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position which he or she was promoted. The seniority and status of a rejected candidate shall continue as before.

#### **ARTICLE XLIII – PROMOTION**

The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

#### **ARTICLE XLIV – SENIORITY**

Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
- b. on duty with the National Guard,
- c. is absent due to industrial injury,
- d. on leave of absence, or
- e. absent due to layoff for a period of less than twelve (12) consecutive months.

#### **ARTICLE XLV – SHOP STEWARDS**

The AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable period to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

**ARTICLE XLVI – STATUS**

Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration Article XI (Probationary Period).
- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.
- c. A temporary employee is an employee hired on a full time basis to temporarily fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

**ARTICLE XLVII – TERM**

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from January 1, 201~~2~~<sup>4</sup> to December 31, 201~~3~~<sup>4</sup>.

**CLASSIFICATION PLAN**  
**Maintenance Operators**  
**Employees hired before 3/21/12**

**ATTACHMENT A**

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Building Services Coordinator	85	3674.67	3858.40	4051.32	4253.89	4466.59
Chief Wastewater Plant Operator	358	5009.46	5259.93	5522.93	5799.07	6089.03
Environmental Compliance Inspector	425	4148.20	4355.61	4573.39	4802.06	5042.16
Equipment Service Worker	166	3039.45	3191.42	3350.99	3518.54	3694.47
Facilities Supervisor	78	4226.16	4437.47	4659.34	4892.31	5136.92
Fleet Services Supervisor	265	4614.03	4844.73	5086.97	5341.32	5608.38
Heavy Equipment Mechanic	264	3647.72	3830.11	4021.61	4222.69	4433.83
Laboratory Technician I	212	3304.12	3469.33	3642.80	3824.94	4016.18
Laboratory Technician II	213	3634.25	3815.96	4006.76	4207.10	4417.45
Lead Equipment Mechanic	266	4012.49	4213.12	4423.77	4644.96	4877.21
Maintenance Worker I	252	2893.11	3037.84	3189.68	3349.15	3516.76
Maintenance Worker II	255	3181.89	3340.99	3508.04	3683.44	3867.61
Park Maintenance Worker I	273	2755.52	2893.30	3037.96	3189.86	3349.35
Park Maintenance Worker II	276	3030.79	3182.32	3341.44	3508.51	3683.94
Park Maintenance Worker III	279	3333.96	3502.47	3675.69	3859.48	4052.45
Park Supervisor	270	4226.16	4437.47	4659.34	4892.31	5136.92
Parts Clerk	135	2895.08	3039.83	3191.82	3351.42	3518.99
Plant & Equipment Mechanic	430	3771.02	3959.50	4157.37	4365.17	4583.44
Senior Facilities Maintenance Worker	73	3674.67	3858.40	4051.32	4253.89	4466.59
Senior Storekeeper	77	3426.06	3597.36	3777.23	3966.09	4164.40
Street Maintenance Worker III	258	3500.47	3675.49	3859.26	4052.23	4254.84
Street Supervisor	381	4436.94	4658.79	4891.73	5136.31	5393.13
Traffic/Sign Making Worker	277	3030.79	3182.32	3341.44	3508.51	3683.94
Wastewater Plant Operator I	361	3598.54	3778.47	3967.39	4165.76	4374.05
Wastewater Plant Operator II	360	3958.50	4156.43	4364.25	4582.46	4811.58
Wastewater Plant Operator III	362	4354.36	4572.07	4800.67	5040.71	5292.74
Water Plant Operator II	364	3958.50	4156.43	4364.25	4582.46	4811.58
Water Plant Operator III	365	4354.36	4572.07	4800.67	5040.71	5292.74
Water/Wastewater Maintenance Worker III	431	3500.47	3675.48	3859.27	4052.23	4254.84
Water/Wastewater Supervisor	429	4770.83	5009.52	5259.78	5522.93	5799.13
Welder - Mechanic	171	3647.63	3830.15	4021.68	4222.75	4433.87

**CLASSIFICATION PLAN**  
**Maintenance Operators**  
**Employees hired after 3/21/12**

**ATTACHMENT B**

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Environmental Compliance Inspector	425A	4181.11	4390.16	4609.67	4840.15	5082.16
Equipment Service Worker	166A	3080.58	3234.61	3396.34	3566.16	3744.47
Heavy Equipment Mechanic	264A	3812.26	4002.88	4203.02	4413.17	4633.83
Lead Equipment Mechanic	266A	4177.03	4385.88	4605.18	4835.44	5077.21
Plant & Equipment Mechanic	430A	4094.41	4299.13	4514.09	4739.79	4976.78
Street Maintenance Worker I	256A	2967.29	3115.65	3271.44	3435.01	3606.76
Street Maintenance Worker II	257A	3255.94	3418.73	3589.67	3769.15	3957.61
Street Maintenance Worker III	258A	3607.42	3787.79	3977.18	4176.04	4384.84
Street Supervisor	381A	4576.80	4805.64	5045.92	5298.22	5563.13
Water/Wastewater Maintenance Worker I	443A	2992.25	3141.86	3298.96	3463.90	3637.10
Water/Wastewater Maintenance Worker II	444A	3319.57	3485.55	3659.83	3842.82	4034.96
Water/Wastewater Maintenance Worker III	431A	3747.43	3934.81	4131.55	4338.12	4555.03
Water/Wastewater Supervisor	429A	5167.48	5425.85	5697.14	5982.00	6281.10

**EXHIBIT C**INCENTIVE PAY SCHEDULE

1.	<u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Laboratory Technician I &amp; II</li> <li>• Water/ Wastewater Supervisor</li> <li>• Chief Wastewater Plant Operator</li> <li>• Laboratory Services Supervisor</li> <li>• Environmental Compliance Inspector</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>I</li> <li>I</li> <li>III</li> <li>III</li> </ul>
2.	<u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Laboratory Technician I</li> <li>• Laboratory Technician II</li> <li>• Wastewater Plant Operator I &amp; II</li> <li>• Environmental Compliance Inspector</li> <li>• Chief Wastewater Plant Operator</li> <li>• Laboratory Services Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>I</li> <li>II</li> <li>II</li> <li>III</li> </ul>
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Plant and Equipment Mechanic</li> <li>• Wastewater Plant Operator I &amp; II</li> <li>• Water/ Wastewater Maintenance Worker I, II, III</li> <li>• Chief Wastewater Plant Operator</li> <li>• Sr. Plant and Equipment Mechanic</li> <li>• Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>II</li> <li>I</li> <li>II</li> <li>II</li> <li>III</li> <li>II</li> </ul>
4.	<u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Laborer, Maintenance Worker I &amp; II (Streets or Water/ Wastewater)</li> <li>• Maintenance Worker III (Streets or Water/ Wastewater)</li> <li>• Plant and Equipment Mechanic</li> <li>• Sr. Plant and Equipment Mechanic</li> <li>• Street Supervisor, Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>II</li> <li>II</li> <li>III</li> </ul>

5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Wastewater Plant Operator I</li> <li>• Wastewater Plant Operator II</li> <li>• Chief Wastewater Plant Operator</li> </ul>	<ul style="list-style-type: none"> <li>II</li> <li>III</li> <li>IV</li> </ul>
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Laborer ( Water/ Wastewater)</li> <li>• Maintenance Worker I, II, III (Water/Wastewater)</li> <li>• Laboratory Services Supervisor</li> <li>• Environmental Compliance Inspector</li> <li>• Plant and Equipment Mechanic</li> <li>• Sr. Plant &amp; Equipment Mechanic</li> <li>• Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>II</li> <li>II</li> <li>III</li> <li>III</li> <li>III</li> </ul>
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Laborer, Maintenance Worker I, II (Water/ Wastewater)</li> <li>• Maintenance Worker III (Water/ Wastewater)</li> <li>• Laboratory Services Supervisor</li> <li>• Environmental Compliance Inspector</li> <li>• Plant and Equipment Mechanic</li> <li>• Sr. Plant and Equipment Mechanic</li> <li>• Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>II</li> <li>II</li> <li>III</li> <li>III</li> <li>III</li> </ul>
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> <li>• Street Supervisor</li> <li>• Parks Maintenance Worker III</li> <li>• Parks Supervisor</li> <li>• Streets Maintenance Worker I, II, III &amp; Laborer</li> <li>• Wastewater Plant Operator I</li> <li>• Senior Facilities Maintenance Worker</li> </ul>	

9. Pest Control Advisor License  
(State of California)
- Street Supervisor
  - Parks Supervisor
  - Laborer
  - Parks Maintenance Worker I, II, III
  - Street Maintenance Worker I, II, III

| Notwithstanding the provisions of Article ~~3XII~~, the amount for the Pest Control Advisor License incentive will be \$50 per month.

**EXHIBIT D**INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES

**Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR)** (certificate must be current, valid, unlimited) \$50.00

Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Class A Brake Adjustment License issued by BAR** \$25.00

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Class A Lamp Adjustment License issued by BAR** \$12.50

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Aluminum Welding Proficiency Certificate** \$12.50  
(From a State certified welding instructor approved by the City)

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Automotive Service Excellence Technician Certifications** **\$25.00/\$50.00**

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

**Automotive Service Excellence Technician Certifications Incentive**  
(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle

- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance
  
- F-1 Light Vehicle Compressed Natural Gas
  
- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC
  
- P-1 Med/Hvy Truck Dealership Parts**
- P-2 Automobile Parts**
- P-3 Truck Aftermarket Brake Parts**
- P-4 General Motors Parts Consultant**
- P-9 Truck Aftermarket Suspension and Steering Parts**
  
- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection

**A.F.S.C.M.E. COUNCIL 57**  
**LOCAL 146-AFL-CIO**

**CITY OF LODI**  
**A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Nancy Vinson  
Chief Negotiator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sherry Moroz  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Linda Tremble  
Vice President  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Randi Johl-Olson  
City Clerk

\_\_\_\_\_  
Donnie Sanford  
Vice President  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Longpre  
M &O Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
D. Stephen Schwabauer

\_\_\_\_\_  
Kari Chadwick  
GS Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sandy Smith  
Treasurer  
Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57  
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

January 1, 2014 - December 31, 2014

**TABLE OF CONTENTS**

		<u>Page #</u>
<b><u>CHAPTER 1 – SALARIES AND OTHER COMPENSATION</u></b>		
Article I	Salary	4
Article II	Hours	4
Article III	Compensatory Time	5
Article IV	Overtime	5
Article V	Meals	6
Article VI	Temporary Upgrade	7
Article VII	Tools and Uniform Allowance	7
Article VIII	Safety/Safety Boot Provisions	8
Article IX	Education Incentives	8
Article X	Bilingual Pay	8
Article XI	Tuition Reimbursement	8
Article XII	Court Appearances	9
Article XIII	Mileage Compensation	9
<b><u>CHAPTER 2 – LEAVES</u></b>		
Article XIV	Catastrophic Leave	10
Article XV	Bereavement Leave	10
Article XVI	Holidays	10
Article XVII	Leave of Absence	11
Article XVIII	Sick Leave	11
Article XIX	Vacation Leave	11
<b><u>CHAPTER 3 – INSURANCE AND RETIREMENT</u></b>		
Article XX	Medical Insurance	13
Article XXI	Dental Insurance	14
Article XXII	Vision Insurance	14
Article XXIII	Chiropractic	14
Article XXIV	Life Insurance	14
Article XXV	Long Term Disability	15
Article XVI	Workers' Compensation	15
Article XXVII	Flexible Spending Account	15
Article XXVIII	Deferred Compensation	15
Article XXIX	PERS	15
Article XXX	Sick Leave Conversion	16
<b><u>CHAPTER 4 – UNION / CITY ISSUES</u></b>		
Article XXXI	Union Leave	18
Article XXXII	Layoff	18
Article XXXIII	Changes in Memorandum	18
Article XXXIV	City Rights	18

2014

Article XXXV	Employee Representation	19
Article XXXVI	Grievance Procedure	21
Article XXXVII	Mutual Consent Contingency	24
Article XXXVIII	No Strikes	24
Article XXXIX	Probationary Period	24
Article XL	Promotion	25
Article XLI	Seniority	25
Article XLII	Shop Stewards	25
Article XLIII	Status	25
Article XLIV	Term	26

Attachment A – Salary Schedule effective 01/01/14

# Chapter 1 - Salaries and Other Compensation

## ARTICLE I – SALARY

1.1 ~~Bargaining unit members agree to accept the following furlough hours during the term of this MOU:~~

~~July 1, 2012–December 31, 2012–72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.~~

~~January 1, 2013–December 31, 2013–96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.~~

~~Fixed and floating furlough leave shall be deducted from bargaining unit member’s salary in equal amounts during the particular term.~~

All employees in the bargaining unit shall be issued a one-time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro rata share of \$1,150 times the number of people eligible for the \$1,150 payment.

This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.

1.2 ~~Fixed furlough days will be in accordance with Exhibit D–Furlough Calendar.~~

For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

1.3 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council ~~(except for IBEW)~~ receives a salary increase or a one time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November

2014

30, 2013 or December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

## **ARTICLE II – HOURS**

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight (8) hours per day and forty (40) hours per week. Alternate work hours may be nine (9) hours a day in the 9/80 schedule for eighty (80) hours in a two week period, or ten (10) hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.
- a. Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
  - b. Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.
  - c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

## **ARTICLE III – COMPENSATORY TIME**

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

## **ARTICLE IV – OVERTIME**

- 4.1 Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes:
- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.

- b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

4.3 REST PERIOD

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

- 4.4 ~~Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs, during that day, shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.~~

- 4.54 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- a. On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- b. On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

2014

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

~~4.6 Those employees (Animal Services Supervisor) serving on an on-call basis shall be compensated \$25.00 per week.~~

~~4.5 The Animal Services Supervisor, and Assistant Animal Services Officer serve on an on call basis on a weekly basis and shall be compensated \$200 per week for weeks they serve on call.~~

~~4.6 Call Out Pay:~~

~~A. The employees called out shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between midnight and 12 midnight on any given day, shall be paid at double time.~~

~~B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 4.6 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement.~~

~~C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 4.6(A) of this Agreement.~~

~~D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement and any additional hours worked as defined in Article 4.6(C) of this Agreement.~~

#### **ARTICLE V – MEALS**

5.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

5.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break

2014

shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he/she shall observe the lunch arrangement which prevails on his/her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of Section 30.1 hereof.

If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one (1) meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon-6:30 p.m.

#### **ARTICLE VI – TEMPORARY UPGRADE**

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

#### **ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE**

- 7.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowance of \$150. The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December. (except to Senior Storekeeper):

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- ~~Animal Services Officer~~
- ~~Assistant Animal Services Officer~~
- ~~Community Improvement Officer~~
- ~~Code Enforcement Officer~~
- ~~Field Services Representative~~
- ~~Field Services Supervisor~~
- ~~Meter Reader~~
- Parking Enforcement Assistant
- Police Records Clerk
- Police Records Clerk Supervisor
- ~~Senior Storekeeper~~
- Supervising Code/Community Improvement Officer

The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.

2014

- A. The Field Services Representative and the Field Services Supervisor shall be provided with uniforms that meet the requirements for flame retardant clothing. Uniforms provided by the City shall include a jacket, pants, and shirts, and appropriate rain gear. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts and pants) per work day, will be provided to the Field Services Representative and the Field Services Supervisor.
- 7.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.
- 7.3 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 7.5 and 7.6 below.
- 7.4 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for frames and lenses to the City of Lodi for reimbursement.
- 7.5 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:
1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
  2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
  3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
  4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 7.6 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.
1. Where the City would be required to replace issued safety glasses due to abuse by the employee.

2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.

3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.

7.7 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.

7.8 When an employee’s personal clothing is damaged in the line of duty, the employee may request to have the item replaced or repaired at the City’s expense.

a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.

b. The City shall have the sole discretion to approve or deny the request, and its denial shall not be grievable.

c. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.

d. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item to the City for inspection.

e. All requests for reimbursement shall be accompanied by receipts.

7.9 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing glasses.

a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.

b. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.

c. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

<u>Cost of Eyewear/Repair</u>	<u>\$150.00</u>
<u>Insurance Pays</u>	<u>\$100.00</u>
<u>Reimbursed to employee</u>	<u>\$ 50.00</u>

d. All requests for reimbursement shall be accompanied by receipts.

**ARTICLE VIII – SAFETY/SAFETY BOOT PROVISIONS**

8.1 The City agrees to provide an annual boot allowance of \$2050, paid ~~quarterly~~semi-annually as part of the last biweekly payroll in the months of ~~March, June, September and December~~falls ~~April and October of each year,~~ for the following classifications:

Building Inspector I/II  
 Community Improvement Officer I/II  
 Engineering Technician I/II  
 Jr. Engineer  
 Public Works Inspector I/II  
 Sr. Engineering Technician (1) (who do inspection/survey work)  
~~Sr. Storekeeper~~  
 Supervising Code/Community Improvement Officer  
Records Clerk  
Animal Services Supervisor  
Assistant Animal Services Officer  
Parking Enforcement Assistant

8.2 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.

8.2.1 Employees who are assigned to a Lodi Police Department job site, or are supervised by Lodi Police Department personnel, and who are required to wear a uniform, shall be entitled to the safety shoe/boot allowance that meet the Lodi Police Department Policy and Procedure Section 210.1C mandate. This includes appropriate foot wear for Class B and Class A uniforms.

8.3 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

~~Employees performing duties/tasks without appropriate footwear may be sent home and additionally may be subject to disciplinary action.~~

8.4 Employees who are required to wear specific boots or shoes per any City of Lodi Polilcy and Procedures mandate, must wear the appropriate footwear when performing the duties/tasks of the assigned classification.

8.5 Employees performing duties/tasks without the prescribed appropriate footwear may be required to vacate the job site until such time as they can return wearing the required footwear for the classification/duties/tasks. Time spent away from the job site for this purpose shall not be paid City of Lodi time.

**ARTICLE IX – EDUCATION INCENTIVES**

2014

Employees in sub-professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training  
Land Surveyor in Training  
Land Surveyor

The incentive in this subsection is limited to employees hired prior to the execution of this MOU.

#### **ARTICLE X – BILINGUAL PAY**

Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

#### **ARTICLE XI – TUITION REIMBURSEMENT**

Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

#### **ARTICLE XII – COURT APPEARANCES**

- 12.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 12.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 12.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 12.4 If an employee has had jury duty of six (6) hours or more during a sixteen (16) hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six (6) consecutive hours.
- 12.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head designee must be notified in writing of the off



Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

In addition, each employee shall be granted an additional thirty-six (36) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave cannot be carried over into the following calendar year.

- 16.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.
- 16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.
- 16.4 Holiday time may be taken in quarter hour increments.

#### **ARTICLE XVII – LEAVE OF ABSENCE**

Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU.

#### **ARTICLE XVIII – SICK LEAVE**

- 18.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.
- 18.2 Sick leave may be accumulated up to an unlimited amount.
- 18.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding use of family sick leave for a family members illnesses.

#### **ARTICLE XIX – VACATION LEAVE**

- 19.1 Employees shall receive the following vacation benefits:

## Beginning with:

Date of Hire:	3.08 hours per pay period
6 <sup>th</sup> year	4.62 hours per pay period
12 <sup>th</sup> year	5.24 hours per pay period
15 <sup>th</sup> year	6.16 hours per pay period
21 <sup>st</sup> year	6.47 hours per pay period
22 <sup>nd</sup> year	6.78 hours per pay period
23 <sup>rd</sup> year	7.09 hours per pay period
24 <sup>th</sup> year	7.40 hours per pay period
25 <sup>th</sup> year & over	7.71 hours per pay period

- 19.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.
- 19.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.
- 19.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

# Chapter 3 – Insurance and Retirement

## ARTICLE XX – MEDICAL INSURANCE

20.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee’s family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi’s geographical area (excluding PORAC) as of January 1, 20124. Employees will pay all costs for plans costing more than the amount paid by City.

~~The City will waive the current employee medical contribution effective the first pay period that begins two (2) weeks after this agreement is approved by Council.~~

20.2 If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

- \$692.81 per month for family
- \$532.92 for employee + 1 dependent
- \$305.22 for single

will be added to either the employee’s deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs ~~beginning after~~ January 1, 20134. The baseline will be the January 1, 20124 lowest cost PERS HMO for the employee’s family category (~~Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44~~\$657.33 for single, \$1,314.66 for Employee +1, \$1,709.06 for Family).

20.23 Effective January 1, 20135, the maximum amount the City will pay towards medical premiums will be ~~revised as follows~~increased by the lower of three percent (3%) or the actual cost increase (for the employee’s applicable cap) for employees whose annual base salary, ~~adjusted for furloughs~~, is less than \$40,000.

~~For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from Cal PERS or 3%.~~

~~For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:~~

~~If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.~~

2014

~~If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).~~

~~If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).~~

~~———— In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.~~

Percentage increases shall be based upon the amounts ~~shown above~~ paid by City (~~\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family~~ \$657.33 for Single, \$1,314.66 for Employee +1, \$1,709.06 for Family).

20.34 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.

20.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

#### **ARTICLE XXI – DENTAL INSURANCE**

21.1 Employees are provided fully paid family dental insurance.

21.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

#### **ARTICLE XXII – VISION INSURANCE**

The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

#### **ARTICLE XXIII – CHIROPRACTIC**

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

#### **ARTICLE XXIV – LIFE INSURANCE**

A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23<sup>rd</sup> birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

2014

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

#### **ARTICLE XXV – LONG TERM DISABILITY**

25.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City's Policy on Long Term Disability.

25.2 The maximum length of coverage is three (3) years from date of disability.

#### **ARTICLE XVI – WORKERS' COMPENSATION**

The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employees upon receiving said benefits such paid by Workers' Compensation shall also receive compensation from the City in an amount that when added to the Workers' Compensation payment shall equal the employees regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

#### **ARTICLE XXVII – FLEXIBLE SPENDING ACCOUNT**

27.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

27.2 The City intends to propose a Cafeteria-based benefit program in 201~~2~~<sup>4</sup> with an effective date of January 1, 201~~3~~<sup>5</sup>. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria Plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City's proposed plan during the term of this MOU.

#### **ARTICLE XXVIII – DEFERRED COMPENSATION**

The City shall match contributions by General Service employees to a deferred compensation program up to a maximum of 3.0% of the employee's gross salary beginning in the pay period that July 1, 2012 falls.

**ARTICLE XXIX – PERS**

29.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "classic" employees by PERS:

- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- h.i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

~~29.2 Employees shall pay the employee portion of Retirement Benefits as follows:  
January 1, 2012 through December 31, 2012—1%  
January 1, 2013 through December 30, 2013—3.3%  
December 31, 2013 and thereafter—7.0 %~~

~~29.3 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.~~

The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employees Pension Reform Act of 2013 (PEPRA):

- A. PERS "2% at 62" full formula retirement benefits plus the following additional options:
- B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
- C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.

D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.

E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.

F. Military Service Credit as Public Service.

G. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

H. 50% survivor continuation in the event of death after retirement.

I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

### **ARTICLE XXX – SICK LEAVE CONVERSION**

30.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

#### **Option #1 – Conversion**

After ten (10) years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

#### **EXAMPLE**

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XX. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

#### **Option #2 –Bank**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2.5% will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

**EXAMPLE**

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave (multiplication factor - \$20.00).

$$1800 \times 75\% \times 20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies, the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

**Option #3 – Cash Out**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 30.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section ~~26.1~~30.1.
- 30.3 Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing at the employee's cost additional medical insurance sufficient to reach age 65.
- 30.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section ~~26.1~~30.1 of this Article.

~~30.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of any section of Article 26 other than 26.5, the City will report to PERS they have zero (0) hours of unused sick leave.~~

**Option #4 – PERS Credit**

- 30.5 Per the California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.
- 30.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.

30.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.

30.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

## **Chapter 4 – Union / City Issues**

### **ARTICLE XXXI – UNION LEAVE**

31.1 Whenever any employee is absent from work as a result of a formal request by AFSCME to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

31.2 The City agrees to provide storage space to AFSCME for association materials.

### **ARTICLE XXXII – LAYOFF**

Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

### **ARTICLE XXXIII – CHANGES IN MEMORANDUM**

The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

### **ARTICLE XXXIV – CITY RIGHTS**

It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other

2014

legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

### **ARTICLE XXXV – EMPLOYEE REPRESENTATION**

35.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

35.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51

AFSCME shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, AFSCME shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

35.3 **UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

**Union Membership** – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into

2014

membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- AFSCME Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign

Fair Share donations are limited to employees with religious objections.

The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 35.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate Department Head or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 35.5 No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 35.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXVI – GRIEVANCE PROCEDURE**

- 36.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by AFSCME and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in procedure, the term “PARTY” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 36.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

2014

- a. Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
  - b. Discharge, demotion, suspension, or discipline of an individual employee.
  - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 36.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.
- 36.4 STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.
- 36.5 STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.
- 36.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

2014

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

36.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

36.8 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

36.9 Only AFSCME may appeal a grievance to arbitration.

#### **ARTICLE XXXVII – MUTUAL CONSENT CONTINGENCY**

This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

#### **ARTICLE XXXVIII – NO STRIKES**

The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins” or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

#### **ARTICLE XXXIX – PROBATIONARY PERIOD**

39.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his/her new duties, assignments and responsibilities in his/her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he/she has not satisfactorily completed probation.

39.2 During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:

- a. Vacation Leave – See Article XIX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.

2014

- c. The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. AFSCME shall be notified of all extensions.
  - d. Probation shall be extended for the same time as any leaves of absence.
- 39.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he/she was promoted unless he/she is discharged. The seniority and status of a rejected candidate shall continue as before.

#### **ARTICLE XL – PROMOTION**

The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

#### **ARTICLE XLI - SENIORITY**

Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.
- b. On duty with the National Guard.
- c. Is absent due to industrial disability.
- d. On leave of absence.
- e. Absent due to layoff for a period of less than twelve (12) consecutive months.

#### **ARTICLE XLII – SHOP STEWARDS**

AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his presence is necessary in the judgment of his/her supervisor for the safe conduct and efficiency of the operations in which he/she is engaged.

#### **ARTICLE XLIII – STATUS**

Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).

- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he/she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve (12) month of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.
- c. A temporary employee is an employee hired on a full time basis to fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

**ARTICLE XLIV – TERM**

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME.

The parties agree as follows:

TERM: Covering the period from January 1, 201~~2~~4 through December 31, 201~~3~~4

2014

**ATTACHMENT A****SALARY SCHEDULE - GS**

Effective January 1, 2014

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Accounting Clerk	3	2834.48	2976.20	3125.01	3281.26	3445.33
Administrative Clerk	372	2566.79	2695.13	2829.89	2971.38	3119.95
Administrative Secretary	376	3414.27	3584.99	3764.24	3952.45	4150.07
Animal Services Supervisor	25	3331.07	3497.63	3672.51	3856.13	4048.94
Assistant Animal Services Officer	39	2896.66	3041.49	3193.57	3353.25	3520.91
Building Inspector I	74	3942.37	4129.79	4336.28	4553.10	4780.75
Building Inspector II	75	4326.45	4542.77	4769.91	5008.41	5258.83
Code Enforcement Officer	107	4120.43	4326.45	4542.77	4769.91	5008.41
Customer Service Representative I	354	2576.81	2705.65	2840.93	2982.97	3132.12
Customer Service Representative II	353	2834.48	2976.20	3125.01	3281.26	3445.33
Engineering Technician I	157	3970.52	4169.04	4377.49	4596.37	4826.19
Engineering Technician II	159	4367.57	4585.94	4815.24	5056.00	5308.80
Field Services Representative	36	3504.16	3679.37	3863.34	4056.51	4259.33
Field Services Supervisor	35	4033.72	4235.41	4447.18	4669.53	4903.01
Finance Technician	355	3429.72	3601.21	3781.27	3970.34	4168.85
Information Systems Specialist	127	3895.39	4090.17	4294.94	4509.40	4734.87
Junior Engineer	207	4804.32	5044.54	5296.76	5561.60	5839.68
Junior Planner	210	3920.74	4116.77	4322.61	4538.74	4765.68
Library Assistant	228	2695.14	2829.89	2971.39	3119.96	3275.95
Meter Reader	267	3188.71	3348.14	3515.55	3691.33	3875.89
Network Technician	426	4671.51	4905.09	5150.34	5407.86	5678.26
Parking Enforcement Assistant	288	2918.97	3064.92	3218.17	3379.08	3548.03
Parks Project Coordinator	271	4804.32	5044.54	5296.76	5561.60	5839.68
Permit Technician	69	3242.65	3404.82	3575.06	3753.82	3941.51
Program Coordinator	286	2999.32	3149.28	3306.74	3472.08	3645.69
Public Works Inspector I	320	3933.14	4129.79	4336.28	4553.10	4780.75
Public Works Inspector II	321	4326.45	4542.77	4769.91	5008.41	5258.83
Senior Administrative Clerk	375	2823.47	2964.64	3112.88	3268.52	3431.95
Senior Engineering Technician	161	4804.32	5044.54	5296.76	5561.60	5839.68
Senior Library Assistant	231	2964.64	3112.88	3268.52	3431.95	3603.54
Senior Police Administrative Clerk	315	2988.78	3138.23	3295.13	3459.88	3632.88
Supervising Customer Service Representative	346	3429.72	3601.21	3781.27	3970.34	4168.85
Water Services Technician I	427	4664.39	4897.61	5142.49	5399.61	5669.59
Water Services Technician II	428	5130.82	5387.36	5656.73	5939.57	6236.55

2014

**A.F.S.C.M.E. COUNCIL 57**  
**LOCAL 146-AFL-CIO**

**CITY OF LODI**  
**A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Nancy Vinson  
Chief Negotiator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sherry Moroz  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Linda Tremble  
Vice President  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Donnie Sanford  
Vice President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Randi Johl-Olson  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Longpre  
M&O Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
D. Stephen Schwabauer

\_\_\_\_\_  
Kari Chadwick  
GS Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sandy Smith  
Treasurer  
Date: \_\_\_\_\_

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Jordan Ayers 5. DATE: 1/15/14  
 4. DEPARTMENT/DIVISION:

**6. REQUEST/ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

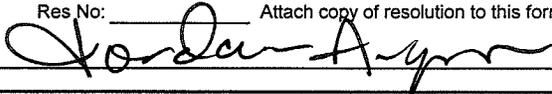
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00
	160		3205	Fund Balance	\$ 45,968.00
	170		3205	Fund Balance	\$ 157,034.00
	180		3205	Fund Balance	\$ 12,566.00
	210		3205	Fund Balance	\$ 6,956.00
	210		4210	Operating Transfers In	\$ 25,300.00
	260		3205	Fund Balance	\$ 21,896.00
	321		3205	Fund Balance	\$ 35,965.00
	340		3205	Fund Balance	\$ 28,740.00
	347		3205	Fund Balance	\$ 43,472.00
	347		4210	Operating Transfers In	\$ 36,800.00
	1250		3205	Fund Balance	\$ 10,000.00
	B. USE OF FINANCING	100	100241	7101	Regular employee salaries
160		160601	7101	Regular employee salaries	\$ 45,968.00
170		170401	7101	Regular employee salaries	\$ 157,034.00
180		180451	7101	Regular employee salaries	\$ 12,566.00
210		210801	7101	Regular employee salaries	\$ 32,256.00
260		260561	7101	Regular employee salaries	\$ 21,896.00
321		3215011	7101	Regular employee salaries	\$ 35,965.00
340		340450	7101	Regular employee salaries	\$ 28,740.00
347		347001	7101	Regular employee salaries	\$ 80,272.00
1250		125053	7101	Regular employee salaries	\$ 10,000.00
100			4220	Operating Transfers Out	\$ 62,100.00

**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.

Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers

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

Meeting Date: 1/15/14 Res No: \_\_\_\_\_ Attach copy of resolution to this form.  
 Department Head Signature: 

**8. APPROVAL SIGNATURES**

\_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
2014 MEMORANDUM OF UNDERSTANDING  
WITH THE LODI CITY MID-MANAGEMENT ASSOCIATION AND  
FURTHER APPROPRIATING FUNDS

WHEREAS, representatives from the City of Lodi and the Lodi City Mid-Management Association have bargained in good faith for the purpose of approving the 2014 Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that Council approve the attached 2014 MOU (Exhibit A) with the Lodi City Mid-Management Association, including the following:

- Base one-time payment of \$2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- An ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached 2014 Memorandum of Understanding (Exhibit A) between the City of Lodi and the Lodi City Mid-Management Association, including the one-time amendments as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Jordan Ayers 5. DATE: 1/15/14  
 4. DEPARTMENT/DIVISION:

**6. REQUEST/ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

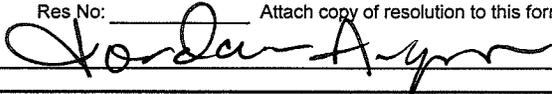
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00
	160		3205	Fund Balance	\$ 45,968.00
	170		3205	Fund Balance	\$ 157,034.00
	180		3205	Fund Balance	\$ 12,566.00
	210		3205	Fund Balance	\$ 6,956.00
	210		4210	Operating Transfers In	\$ 25,300.00
	260		3205	Fund Balance	\$ 21,896.00
	321		3205	Fund Balance	\$ 35,965.00
	340		3205	Fund Balance	\$ 28,740.00
	347		3205	Fund Balance	\$ 43,472.00
	347		4210	Operating Transfers In	\$ 36,800.00
	1250		3205	Fund Balance	\$ 10,000.00
	B. USE OF FINANCING	100	100241	7101	Regular employee salaries
160		160601	7101	Regular employee salaries	\$ 45,968.00
170		170401	7101	Regular employee salaries	\$ 157,034.00
180		180451	7101	Regular employee salaries	\$ 12,566.00
210		210801	7101	Regular employee salaries	\$ 32,256.00
260		260561	7101	Regular employee salaries	\$ 21,896.00
321		3215011	7101	Regular employee salaries	\$ 35,965.00
340		340450	7101	Regular employee salaries	\$ 28,740.00
347		347001	7101	Regular employee salaries	\$ 80,272.00
1250		125053	7101	Regular employee salaries	\$ 10,000.00
100			4220	Operating Transfers Out	\$ 62,100.00

**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.

Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers

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

Meeting Date: 1/15/14 Res No: \_\_\_\_\_ Attach copy of resolution to this form.  
 Department Head Signature: 

**8. APPROVAL SIGNATURES**

Submit completed form to the Budget Division with any required documentation.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
ADJUSTMENTS TO EXECUTIVE MANAGEMENT STATEMENT OF  
BENEFITS AND BENEFIT MODIFICATIONS FOR CONFIDENTIAL  
EMPLOYEES AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, it is recommended that Council approve the adjustments to Executive Management Statement of Benefits, excluding Council Appointees (Deputy City Manager, Electric Utility Director, Fire Chief, Library Director, Parks, Recreation and Cultural Services Director, Police Chief, and Public Works Director), and approve benefit modifications for Confidential employees (Mid Managers/General Services) on a one-time basis as follows:

EXECUTIVE MANAGEMENT:

- Base one-time payment of \$2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- An ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

CONFIDENTIAL EMPLOYEES (Mid Managers):

- Base one-time payment of \$2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- An ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

CONFIDENTIAL (General Services):

- Base one-time payment of \$2,300 (employees with less than two years of service shall receive payment of \$1,150 per employee and the other half shall be redistributed among members with over two years of service);
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the adjustments to Executive Management Statement of Benefits, excluding Council Appointees (Deputy City Manager, Electric Utility Director, Fire Chief, Library Director, Parks, Recreation and Cultural Services Director, Police Chief, and Public Works Director), and approve benefit modifications for Confidential employees (Mid Managers/General Services) on a one-time basis as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: January 15, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON  
City Clerk

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Jordan Ayers 5. DATE: 1/15/14  
 4. DEPARTMENT/DIVISION:

**6. REQUEST/ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

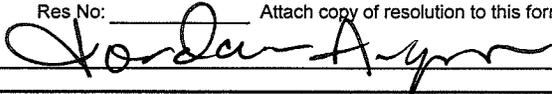
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00
	160		3205	Fund Balance	\$ 45,968.00
	170		3205	Fund Balance	\$ 157,034.00
	180		3205	Fund Balance	\$ 12,566.00
	210		3205	Fund Balance	\$ 6,956.00
	210		4210	Operating Transfers In	\$ 25,300.00
	260		3205	Fund Balance	\$ 21,896.00
	321		3205	Fund Balance	\$ 35,965.00
	340		3205	Fund Balance	\$ 28,740.00
	347		3205	Fund Balance	\$ 43,472.00
	347		4210	Operating Transfers In	\$ 36,800.00
	1250		3205	Fund Balance	\$ 10,000.00
	B. USE OF FINANCING	100	100241	7101	Regular employee salaries
160		160601	7101	Regular employee salaries	\$ 45,968.00
170		170401	7101	Regular employee salaries	\$ 157,034.00
180		180451	7101	Regular employee salaries	\$ 12,566.00
210		210801	7101	Regular employee salaries	\$ 32,256.00
260		260561	7101	Regular employee salaries	\$ 21,896.00
321		3215011	7101	Regular employee salaries	\$ 35,965.00
340		340450	7101	Regular employee salaries	\$ 28,740.00
347		347001	7101	Regular employee salaries	\$ 80,272.00
1250		125053	7101	Regular employee salaries	\$ 10,000.00
100			4220	Operating Transfers Out	\$ 62,100.00

**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.

Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers

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

Meeting Date: 1/15/14 Res No: \_\_\_\_\_ Attach copy of resolution to this form.  
 Department Head Signature: 

**8. APPROVAL SIGNATURES**

Submit completed form to the Budget Division with any required documentation.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
2014 MEMORANDUM OF UNDERSTANDING WITH AFSCME  
(MAINTENANCE AND OPERATORS AND GENERAL SERVICES  
UNITS) AND FURTHER APPROPRIATING FUNDS

WHEREAS, representatives from the City of Lodi and AFSCME (Maintenance and Operators and General Services Units) have bargained in good faith for the purpose of approving the 2014 Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that Council approve the attached 2014 MOUs (Exhibits A and B) with AFSCME (Maintenance and Operators and General Services Unit), including the following:

- Base one-time payment of \$2,300 (employees with less than two years of service shall receive payment of \$1,150 per employee and the other half shall be redistributed among members with over two years of service);
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- Revisions to Standby Pay, Tools and Uniforms, and other changes as reflected in Exhibits A and B.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached 2014 Memorandum of Understanding (Exhibits A and B) between the City of Lodi and AFSCME (Maintenance and Operators and General Services Unit), including the one-time amendments as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Jordan Ayers 5. DATE: 1/15/14  
 4. DEPARTMENT/DIVISION:

**6. REQUEST/ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00
	160		3205	Fund Balance	\$ 45,968.00
	170		3205	Fund Balance	\$ 157,034.00
	180		3205	Fund Balance	\$ 12,566.00
	210		3205	Fund Balance	\$ 6,956.00
	210		4210	Operating Transfers In	\$ 25,300.00
	260		3205	Fund Balance	\$ 21,896.00
	321		3205	Fund Balance	\$ 35,965.00
	340		3205	Fund Balance	\$ 28,740.00
	347		3205	Fund Balance	\$ 43,472.00
	347		4210	Operating Transfers In	\$ 36,800.00
	1250		3205	Fund Balance	\$ 10,000.00
	B. USE OF FINANCING	100	100241	7101	Regular employee salaries
160		160601	7101	Regular employee salaries	\$ 45,968.00
170		170401	7101	Regular employee salaries	\$ 157,034.00
180		180451	7101	Regular employee salaries	\$ 12,566.00
210		210801	7101	Regular employee salaries	\$ 32,256.00
260		260561	7101	Regular employee salaries	\$ 21,896.00
321		3215011	7101	Regular employee salaries	\$ 35,965.00
340		340450	7101	Regular employee salaries	\$ 28,740.00
347		347001	7101	Regular employee salaries	\$ 80,272.00
1250		125053	7101	Regular employee salaries	\$ 10,000.00
100			4220	Operating Transfers Out	\$ 62,100.00

**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.

Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers

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

Meeting Date: 1/15/14 Res No: \_\_\_\_\_ Attach copy of resolution to this form.  
 Department Head Signature: *Jordan Ayers*

**8. APPROVAL SIGNATURES**

Submit completed form to the Budget Division with any required documentation.



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving One Time 2014 Benefit Modifications to Council Appointees and Appropriating Funds (\$13,138)

**MEETING DATE:** January 15, 2014

**PREPARED BY:** Mayor

**RECOMMENDED ACTION:** Adopt resolution approving one time 2014 benefit modifications to Council Appointees and appropriating funds in the amount of \$13,138.

**BACKGROUND INFORMATION:** A tentative agreement has been reached with Council Appointees for their 2014 year benefit modifications, subject to the approval of Council.

It is recommended that Council make the following changes on a one-time basis to the Council Appointees Statement of Benefits (City Manager, City Attorney, and City Clerk): 1) the base one-time payment of \$2,300, 2) an increase to the January 2014 Medical Cap (as defined in detail below), and 3) an ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

**FISCAL IMPACT:** Total calendar year cost of the proposals equals \$15,331, of which \$13,138 is applicable to fiscal year 2013/14. The above proposal is not in the 2013/14 budget and will require a general fund appropriation. Funding is available for the General Fund from dollars in excess of their respective 2013/14 reserve targets.

**FUNDING:** Funding for the General Fund portion of this item will be provided by funds in excess of the General Fund reserve target established by Council.

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

\_\_\_\_\_  
Phil Katzakian  
Mayor

PK/jmr  
Attachments

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: **Jordan Ayers** 5. DATE: **1/15/14**  
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 13,138.00
B. USE OF FINANCING	100	100101	7101	Regular employee salary	\$ 4,007.00
	100	100351	7101	Regular employee salary	\$ 4,378.00
	100	100401	7101	Regular employee salary	\$ 4,753.00

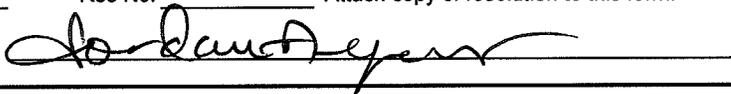
**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

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.

**Revise appropriations for Council Appointed employees based upon Council action of January 15, 2014**

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

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

Department Head Signature: 

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
BENEFIT MODIFICATIONS FOR COUNCIL APPOINTEES AND  
FURTHER APPROPRIATING FUNDS

WHEREAS, it is recommended that Council approve the benefit modifications for Council Appointees (City Attorney, City Manager, City Clerk) on a one-time basis as follows:

- Base one-time payment of \$2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- An ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the benefit modifications for Council Appointees (City Attorney, City Manager, City Clerk) on a one-time basis as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: January 15, 2014

I hereby certify that Resolution No. 2014-\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

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

RANDI JOHL-OLSON  
City Clerk

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: **Jordan Ayers** 5. DATE: **1/15/14**  
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 13,138.00
B. USE OF FINANCING	100	100101	7101	Regular employee salary	\$ 4,007.00
	100	100351	7101	Regular employee salary	\$ 4,378.00
	100	100401	7101	Regular employee salary	\$ 4,753.00

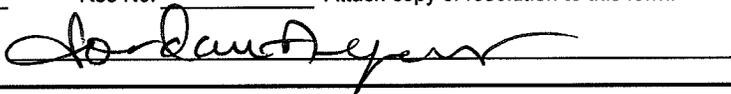
**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

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.

**Revise appropriations for Council Appointed employees based upon Council action of January 15, 2014**

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

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

Department Head Signature: 

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.  
 Final approval will be provided in electronic copy format.