



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: January 18, 2012

Time: 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

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.

ADDENDUM

**Subsequent to the publication and posting of the agenda on January 12, 2012,
the following information was made known.**

The Regular City Council meeting of January 18, 2012, will also be conducted via teleconference from the following location:

**Hyatt Regency Sacramento
1209 L Street
Sacramento, CA 95814
Tel: (916) 443-1234
Fax: (916) 321-3099**

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 place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: January 18, 2012

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

For information regarding this Agenda please contact:

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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.

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C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association 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 \$9,344,119.27 (FIN)
- C-2 Approve Minutes (CLK)
 - a) December 20 and 27, 2011 and January 3 and 10, 2012 (Shirtsleeve Sessions)
 - b) December 21, 2011 and January 4, 2012 (Regular Meetings)
 - c) January 10, 2012 (Special Meeting)

C-3 Authorize Request for Proposals for Security Services for the Hutchins Street Square Community Center (PRCS)

Res. C-4 Adopt Resolution Approving the Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, Oregon (\$72,698.93) (EUD)

Res. C-5 Adopt Resolution Rejecting Non-Responsive Bids, Authorizing the City Manager to Execute Contract for Transit Station Facility Improvement Project with Diede Construction, Inc., of Lodi (\$127,596.50), and Appropriating Funds (\$25,000) (PW)

- Res. C-6 Adopt Resolution Rejecting Non-Responsive Bid, Authorizing the City Manager to Execute Contract for City of Lodi Facility Painting Project with OnPoint Construction, of Millbrae (\$53,140), and Appropriating Funds (\$23,584) (PW)
- C-7 Accept Improvements Under Contract for Well 27 On-Site Improvements, 2360 West Century Boulevard (PW)
- C-8 Accept Improvements Under Contract for Municipal Service Center Parking Lot Improvement Project (PW)
- Res. C-9 Adopt Resolution Accepting Improvements Under Contract for State Route 99/Harney Lane Interim Improvement Project, Appropriating Funds (\$60,000), and Authorizing the City Manager to Execute a Plant Establishment Agreement with Knife River Construction, of Stockton (PW)
- Res. C-10 Adopt Resolution Establishing a Fee Recovery Schedule for the Lodi Energy Theft Diversion Program (EUD)
- C-11 Approve New Meeting Day and Time for the Lodi Senior Citizens Commission (PRCS)

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.

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.

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

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

G. Public Hearings – None

H. Communications

H-1 Monthly Protocol Account Report (CLK)

I. Regular Calendar

Ord. I-1 Introduce Ordinance Revising Lodi Municipal Code Section 13.04 Related to Utility Billing (CM)
(Introduce)

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
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims through December 29, 2011 in the Total Amount of \$9,344,119.27.

MEETING DATE: January 18, 2012

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$9,344,119.27.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$9,344,119.27 through 12/29/11. Also attached is Payroll in the amount of \$2,450,159.27.

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

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Date - 01/04/12

As of Thursday	Fund	Name	Amount
12/29/11	00100	General Fund	1,839,687.44
	00123	Info Systems Replacement Fund	6,498.39
	00160	Electric Utility Fund	3,854,324.98
	00161	Utility Outlay Reserve Fund	42,030.60
	00164	Public Benefits Fund	43,134.93
	00170	Waste Water Utility Fund	217,570.70
	00171	Waste Wtr Util-Capital Outlay	71,052.71
	00172	Waste Water Capital Reserve	339,534.39
	00175	IMF Storm Facilities	36,529.79
	00180	Water Utility Fund	44,768.65
	00181	Water Utility-Capital Outlay	1,533,040.72
	00182	IMF Water Facilities	62.58
	00210	Library Fund	11,871.32
	00230	Asset Seizure Fund	50.00
	00234	Local Law Enforce Block Grant	21,533.57
	00235	LPD-Public Safety Prog AB 1913	4,936.24
	00260	Internal Service/Equip Maint	50,638.40
	00270	Employee Benefits	465,682.41
	00300	General Liabilities	38,570.05
	00310	Worker's Comp Insurance	74,468.69
	00321	Gas Tax-2105,2106,2107	37,642.42
	00325	Measure K Funds	55,113.05
	00338	IMF-Regional Transportation	466.00
	00340	Comm Dev Special Rev Fund	2,415.56
	00347	Parks, Rec & Cultural Services	76,438.60
	00447	First Time Homebuyers-FTHB	22,293.00
	00459	H U D	182,976.07
	00501	Lcr Assessment 95-1	230.42
	00502	L&L Dist Z1-Almond Estates	790.06
	00503	L&L Dist Z2-Century Meadows I	499.00
	00506	L&L Dist Z5-Legacy I,II,Kirst	1,330.64
	00507	L&L Dist Z6-The Villas	1,122.74
	00509	L&L Dist Z8-Vintage Oaks	415.82
	01211	Capital Outlay/General Fund	4,551.39
	01217	IMF Parks & Rec Facilities	282.57
	01241	LTF-Pedestrian/Bike	6,605.00
	01250	Dial-a-Ride/Transportation	171,849.81
	01251	Transit Capital	30,039.33
	01410	Expendable Trust	19,729.60
Sum			9,310,777.64
	00184	Water PCE-TCE-Settlements	84.00
	00190	Central Plume	33,257.63
Sum			33,341.63
Total Sum			9,344,119.27

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	11/27/11	00100	General Fund	639,935.54
		00160	Electric Utility Fund	141,242.93
		00161	Utility Outlay Reserve Fund	5,923.96
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	100,023.52
		00180	Water Utility Fund	155.52
		00210	Library Fund	27,072.21
		00235	LPD-Public Safety Prog AB 1913	923.20
		00260	Internal Service/Equip Maint	16,944.10
		00321	Gas Tax-2105,2106,2107	26,646.30
		00340	Comm Dev Special Rev Fund	22,978.68
		00345	Community Center	303.61
		00347	Parks, Rec & Cultural Services	88,997.55
		01250	Dial-a-Ride/Transportation	6,542.61
Pay Period Total:				
Sum				1,081,095.13
	12/11/11	00100	General Fund	835,560.60
		00160	Electric Utility Fund	137,001.06
		00161	Utility Outlay Reserve Fund	6,912.61
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	107,738.35
		00180	Water Utility Fund	155.52
		00210	Library Fund	28,985.62
		00235	LPD-Public Safety Prog AB 1913	1,396.44
		00260	Internal Service/Equip Maint	16,944.10
		00321	Gas Tax-2105,2106,2107	27,638.92
		00340	Comm Dev Special Rev Fund	22,538.93
		00345	Community Center	148.11
		00347	Parks, Rec & Cultural Services	107,713.91
		01250	Dial-a-Ride/Transportation	7,120.05
Pay Period Total:				
Sum				1,303,638.00
Retiree	01/31/12	00100	General Fund	65,426.14
Pay Period Total:				
Sum				65,426.14



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) December 20, 2011 (Shirtsleeve Session)
b) December 21, 2011 (Regular Meeting)
c) December 27, 2011 (Shirtsleeve Session)
d) January 3, 2012 (Shirtsleeve Session)
e) January 4, 2012 (Regular Meeting)
f) January 10, 2012 (Shirtsleeve Session)
g) January 10, 2012 (Special Meeting)

MEETING DATE: January 18, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) December 20, 2011 (Shirtsleeve Session)
b) December 21, 2011 (Regular Meeting)
c) December 27, 2011 (Shirtsleeve Session)
d) January 3, 2012 (Shirtsleeve Session)
e) January 4, 2012 (Regular Meeting)
f) January 10, 2012 (Shirtsleeve Session)
g) January 10, 2012 (Special Meeting)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 20, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, December 20, 2011, commencing at 7:00 a.m.

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

Absent: Council Member Johnson

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

B. Topic(s)

B-1 Discuss Role of the Lodi Animal Advisory Commission (PD)

City Manager Bartlam provided a brief introduction to the subject matter of the role of the Lodi Animal Advisory Commission.

Linda Castelanelli, former Chair of the Commission, provided a brief presentation regarding the recommendations previously brought forward by the Commission and the need for follow-up direction from the City Council.

In response to Mayor Mounce, Police Chief Mark Helms stated the City's contract with People Assisting the Lodi Shelter (PALS) to operate the animal shelter is working well.

In response to Mayor Mounce, Mr. Bartlam stated the role of a liaison for any of the boards, committees, and commissions in the City is to act as a link between the respective group and the City Council by among other things communicating policy.

In response to Mayor Mounce, Lieutenant Steve Carillo provided a brief overview of the power and duties of the Commission as set forth by resolution, stating PALS through its contract is performing many of the stated functions.

In response to Council Member Hansen, Ms. Castelanelli stated the Abandoned Cat Team currently handles trap neuter and return programs.

In response to Council Member Hansen, Lt. Carillo stated the \$50,000 from Community Development Block Grant (CDBG) funds for spay and neuter programs is administered through PALS at the animal shelter according to CDBG requirements.

In response to Council Member Hansen, Lt. Carillo stated adoption and license fees are set by the City. Lt. Carillo stated that, according to the report from the County, the City of Lodi has the highest adoption rate, the lowest euthanasia rate, and the lowest fees with the exception of Tracy.

In response to Council Member Hansen, Mr. Bartlam stated the adoption fees would have been adopted by the City Council via resolution or ordinance.

A brief discussion occurred between Ms. Castelanelli and City Attorney Schwabauer regarding the existence of PALS as an individual non-profit organization and a separate arm of that group

known as Lodi Shelter PALS with whom the City's contract exists.

In response to Council Member Hansen, Lt. Carillo stated PALS exists separately as an organization and pulls animals from the shelter for adoption just like the American Society for the Prevention of Cruelty to Animals and other similar organizations.

In response to Council Member Hansen, Lt. Carillo stated the current staffing at the animal shelter includes three full-time animal control personnel, four part-time kennel assistants, and two additional people from PALS serving as a front office clerk and an office manager.

Discussion ensued between Mayor Mounce, Council Member Hansen, and Ms. Castelanelli regarding catch and release programs, staff flexibility to try successful programs from other jurisdictions, and fees for cat adoptions.

In response to Council Member Hansen, Lt. Carillo stated the existing fees, which have been in place for a long time, are for cost recovery only and are not revenue generating.

Hy Cohen spoke of the Commission's need to receive direction from the City Council after the recommendations in the annual report are brought forward.

Carol Evans spoke in regard to charging the City's adopted fees for pet adoptions at the animal shelter as a PALS volunteer.

Eunice Friederich spoke in regard to keeping the adoption fees low to encourage more pet adoptions.

Myrna Wetzel spoke in regard to chips being required for pet adoptions through PALS but not at the animal shelter.

The City Council provided general direction to the City Manager to bring the matter back as an agenda item at a future City Council meeting for formal action by the City Council on the previously presented recommendations of the Commission.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:25 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, DECEMBER 21, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of December 20, 2011, was called to order by Mayor Mounce at 5:30 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code §54956.9; Two Cases; Pursuant to Government Code §54956.9(b)(3)(A) Facts, Due to Not Being Known to Potential Plaintiffs, Shall Not Be Disclosed

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:45 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of December 20, 2011, was called to order by Mayor Mounce at 7:00 p.m.

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

Absent: Council Member Johnson

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

B. Presentations

B-1 Presentation of Certificate of Recognition to Lodi Lake Nature Area Docents - 25 Years On The Trail (PRCS)

Mayor Mounce presented a certificate of recognition to Park Superintendent Steve Dutra and Lodi Lake Nature Area Docents in recognition of 25 years of service.

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

Carson Kautz and Allison Schatz, representatives of the Greater Lodi Area Youth Commission, gave Council an update on the activities and accomplishments of the Commission.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

C-1 Receive Register of Claims in the Amount of \$9,579,246.19 (FIN)

Claims were approved in the amount of \$9,579,246.19.

C-2 Approve Minutes (CLK)

The minutes of December 6, 2011 (Shirtsleeve Session), December 7, 2011 (Special Meeting), December 7, 2011 (Regular Meeting), and December 13, 2011 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 2 (PW)

Approved the plans and specifications and authorized advertisement for bids for Water Meter Program Phase 2.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Roget Park Improvements, 2229 Tienda Drive (PW)

Approved the plans and specifications and authorized advertisement for bids for Roget Park Improvements, 2229 Tienda Drive.

C-5 Approve and Authorize Advertisement for Bids to Sell Surplus Electric Supplies, Conduits, and Related Accessories (EUD)

This item was pulled for further discussion by Mayor Mounce.

In response to Mayor Mounce, Electric Utility Director Elizabeth Kirkley stated the surplus items were purchased in anticipation of additional development, which has not occurred. Ms. Kirkley stated it is better to sell the surplus items for some value to offset their continued deterioration.

Mayor Mounce made a motion, second by Council Member Hansen, to approve and authorize advertisement for bids to sell surplus electric supplies, conduits, and related accessories.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

C-6 Adopt Resolution Awarding Contract for the Development Code Update to Raney Planning and Management, Inc., of Sacramento, and Appropriating Funds (\$52,000) (CD)

Adopted Resolution No. 2011-188 awarding contract for the Development Code update to Raney Planning and Management, Inc., of Sacramento, and appropriating funds in the amount of \$52,000.

C-7 Adopt Resolution Authorizing the City Manager to Execute Contract for 2011 GrapeLine Bus Stop Improvements with A. M. Stephens Construction Company, Inc., of Lodi (\$53,059), and Appropriating Funds (\$25,000) (PW)

This item was pulled for further discussion by Mayor Mounce.

In response to Mayor Mounce, Public Works Director Wally Sandelin reviewed the specific bus stop improvement locations throughout the City, stating the average cost of a single bus stop is between \$11,000 to \$15,000. Mr. Sandelin stated the plans for the bus stop near Coco's Restaurant are complete and are being implemented.

Mayor Mounce made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-196 authorizing the City Manager to execute contract for 2011 GrapeLine Bus Stop Improvements with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$53,059, and appropriating funds in the amount of \$25,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

C-8 Adopt Resolution Authorizing the City Manager to Execute Contract for Wastewater Main Rehabilitation Program, Project No. 5, with Michels Pipeline Construction, of Salem, Oregon (\$859,428.25) (PW)

Adopted Resolution No. 2011-189 authorizing the City Manager to execute contract for Wastewater Main Rehabilitation Program, Project No. 5, with Michels Pipeline Construction, of Salem, Oregon, in the amount of \$859,428.25.

C-9 Adopt Resolution Authorizing the City Manager to Execute Contract with Berndt Tree

Service, of Lodi, for Removal of 41 Modesto Ash Trees (\$22,000) and Appropriating Funds (\$15,000) (PW)

This item was pulled for further discussion by Mayor Mounce.

In response to Mayor Mounce, City Manager Bartlam and Public Works Director Wally Sandelin provided a brief overview of the history of the Modesto Ash trees including their overall health issues, stating the trees are located primarily in the central part of the City.

Mayor Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2011-197 authorizing the City Manager to execute contract with Berndt Tree Service, of Lodi, for removal of 41 Modesto Ash trees in the amount of \$22,000 and appropriating funds in the amount of \$15,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

C-10 Accept Improvements Under Contract for Water Meter Program Phase 1 and Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Task Order No. 2 with RMC Water and Environment (\$61,855) (PW)

Accepted improvements under contract for Water Meter Program Phase 1 and adopted Resolution No. 2011-190 authorizing the City Manager to execute Amendment No. 1 to Task Order No. 2 with RMC Water and Environment in the amount of \$61,855.

C-11 Accept Improvements Under Contract for Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street (PW)

Accepted improvements under contract for Elm Street Asphalt Concrete Overlay Project, Hutchins Street to Church Street.

C-12 Adopt Resolution Approving Amended Joint Powers Agreement Forming the California Transit Systems Joint Powers Authority and Authorizing the City Manager to Execute Amended Agreement (PW)

Adopted Resolution No. 2011-191 approving amended Joint Powers Agreement forming the California Transit Systems Joint Powers Authority and authorizing the City Manager to execute amended agreement.

C-13 Adopt Resolution Authorizing the City Manager to Negotiate and Execute Cooperative Agreement with San Joaquin Council of Governments for GrapeLine Operating Services (Fiscal Year 2011/12 through 2013/14) (PW)

This item was pulled for further discussion by Mayor Pro Tempore Nakanishi.

In response to Mayor Pro Tempore Nakanishi, City Manager Bartlam and Public Works Director Wally Sandelin confirmed that there are no General Fund monies being expended on the project and all project funding is provided by transportation related dollars.

In response to Council Member Hansen, Mr. Sandelin stated the small buses will be arriving in

one year.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Hansen, to adopt Resolution No. 2011-198 authorizing the City Manager to negotiate and execute Cooperative Agreement with San Joaquin Council of Governments for GrapeLine operating services (Fiscal Year 2011/12 through 2013/14).

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

C-14 Adopt Resolutions Approving Revised Deferred Compensation Plan Documents for Nationwide Res. Retirement Solutions and The Hartford (CM)

Adopted Resolution No. 2011-192 approving revised Deferred Compensation Plan document for Nationwide Retirement Solutions and Resolution No. 2011-193 for The Hartford.

C-15 Adopt Resolution to Grant Designated Period for Two Years Additional Service Credit (CM)

Adopted Resolution No. 2011-194 to grant designated period for two years additional service credit.

C-16 Adopt Resolution Adopting a Program for Enforcement of the Renewable Portfolio Standards Program (EUD)

Adopted Resolution No. 2011-195 adopting a program for enforcement of the Renewable Portfolio Standards Program.

C-17 Authorize the Mayor, on Behalf of the City Council, to Send a Letter in Support of H.R. 1746, the "Community Access Preservation Act" (CM)

Authorized the Mayor, on behalf of the City Council, to send a letter in support of H.R. 1746, the "Community Access Preservation Act."

D. Comments by the Public on Non-Agenda Items

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John Slaughterback spoke in regard to his preference to staff the new water treatment plant with City employees and his concern about uncollected debt in the City.

Brad Doell, Ron Penix, Paul Blandford, and Sherry Moroz, representing various bargaining groups within the City, spoke in regard to retaining employee concessions versus making permanent changes to labor agreements. A letter regarding the same was presented for the

record.

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

None.

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

City Manager Bartlam wished Council Member Johnson a speedy recovery, thanked Interim Fire Chief Dan Haverty for his service to the City, and wished everyone Happy Holidays.

G. Public Hearings

G-1 Continued Public Hearing to Consider Adopting Resolution Approving Harney Lane Specific Plan and Certifying Negative Declaration as Adequate Environmental Documentation for the Harney Lane Specific Plan (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 Mounce called for the continued public hearing to consider adopting a resolution approving the Harney Lane Specific Plan and certifying the Negative Declaration as adequate environmental documentation for the Harney Lane Specific Plan.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the Harney Lane Specific Plan. Specific topics of discussion included the purpose of the plan, history of public meetings, agreement with the Costa family, and recommendation to adopt the plan.

In response to Council Member Hansen, Mr. Sandelin stated the arrows shown on the graph are existing access points that will not be removed.

In response to Council Member Katzakian, Mr. Sandelin stated the access on the north will remain after the grade separation is constructed.

Mayor Mounce opened the public hearing to receive public comment.

Greg Costa spoke in support of the proposed agreement and thanked staff for its efforts to reach an agreement on the matters of concern to him related to his business.

Steve Herum stated he would like to reiterate for the record his previously spoken concerns regarding the proposed specific plan and how it will affect the Tsusumi family property.

Mayor Mounce closed the public hearing after receiving no further public comment.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-199 approving Harney Lane Specific Plan and certifying Negative Declaration as adequate environmental documentation for the Harney Lane Specific Plan.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

G-2 Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News

Record Adjustment Index for Usage-Based and Flat Water Rates (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 Mounce called for the public hearing to consider adopting a resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the pre-approved adjustment for usage-based and flat water rates. Specific topics of discussion included water rate settings, previously approved Proposition 218 process, and recommended metered and flat water rates.

In response to Mayor Pro Tempore Nakanishi, Mr. Sandelin stated the last increase was in July 2010, the rate increase is related to inflation and the Engineering News Record index, and the next available increase could be in a year based on the last Proposition 218 approval.

In response to Council Member Hansen, Mr. Sandelin stated with respect to improvements wastewater is in its fifth phase and water is in its second.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-200 setting pre-approved Engineering News Record Adjustment Index for usage-based and flat water rates.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, and Mayor Pro Tempore Nakanishi

Noes: Mayor Mounce

Absent: Council Member Johnson

H. Communications

H-1 Monthly Protocol Account Report (CLK)

Mayor Mounce made a motion, second by Council Member Katzakian, to approve the monthly protocol account report.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

I. Regular Calendar

I-1 Adopt Resolution Supporting the Joint Resolution of Cities, County, and Other San Joaquin County Stakeholders Regarding Land Use, Water, and Other Delta Related Issues (CLK)

City Manager Bartlam provided a brief introduction to the subject matter of the joint resolution regarding Delta-related issues.

San Joaquin County Board of Supervisors Frank Ruhstaller and Ken Vogel, along with Stockton

City Attorney John Luebberke, provided an overview of Delta-related issues and the need for the coalition of stakeholders to adopt the proposed joint resolution as set forth in the staff report.

In response to Council Member Katzakian, Chairman Ruhstaller stated members are appointed by the Governor and Legislature for five-year terms to the Delta Stewardship Council, funded through the old CalFed legislation, and are not held directly accountable to the communities that they affect.

In response to Mayor Pro Tempore Nakanishi, Chairman Ruhstaller stated the adoption of the joint resolution will show strength and resolve as a unified County to address the Delta-related issues.

In response to Council Member Hansen, Chairman Ruhstaller stated the underlying issue really is about water needs and water rights between northern and southern California.

In response to Mayor Pro Tempore Nakanishi, Chairman Ruhstaller stated the concept to protect the Delta by building a diversion mechanism to protect certainty of flow is flawed because it is unclear what is necessary and what is surplus from the Delta.

In response to Mr. Bartlam, Chairman Ruhstaller confirmed that the Delta Plan will be voted upon sometime in January.

Council Member Hansen made a motion, second by Mayor Mounce, to adopt Resolution No. 2011-201 supporting the joint resolution of cities, county, and other San Joaquin County stakeholders regarding land use, water, and other Delta related issues.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

I-2 Review of City's Annual Financial Report (Fiscal Year 2010/11) by Macias, Gini & O'Connell, LLP (CM)

Deputy City Manager/Finance Director Jordan Ayers provided a PowerPoint presentation regarding the 2010/11 Comprehensive Annual Financial Report. Specific topics of discussion included the auditor's opinion, status of the City's financial position, single audit findings, and receipt of the management letter.

In response to Mayor Mounce, Mr. Ayers and City Manager Bartlam stated staff will bring back a deficit balance report for City Council review at a future meeting.

In response to Mayor Mounce, Scott Brunner, representing Macias, Gini, & O'Connell LLP, stated the City is doing a good job with respect to the audit.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated the \$2.9 million reference on page 96 is related to leave balances on the books, which is dependent upon time of hire.

J. Ordinances

J-1 Adopt Ordinance No. 1855 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Adding Section 13.20.020, 'Energy

Theft Diversion/Field Services Fee Recovery Schedule" (CLK)

Mayor Mounce made a motion, second by Council Member Hansen, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1855 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Adding Section 13.20.020, 'Energy Theft Diversion/Field Services Fee Recovery Schedule,'" which was introduced at a regular meeting of the Lodi City Council held November 16, 2011.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

- K. Reorganization of the Following Agency Meetings: 1) Lodi Public Improvement Corporation; 2) Industrial Development Authority; 3) Lodi Financing Corporation, 4) City of Lodi Redevelopment Agency; and 5) Lodi Public Financing Authority

Mayor Mounce made a motion, second by Council Member Hansen, adopt the following resolutions: Resolution No. LPIC2011-01 reorganizing the Lodi Public Improvement Corporation; Resolution No. IDA-34 reorganizing the Industrial Development Authority; Resolution No. LFC-21 reorganizing the Lodi Financing Corporation; RDA2011-01 reorganizing the City of Lodi Redevelopment Agency; and Resolution No. LPFA2011-01 reorganizing the Lodi Public Financing Authority.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

- L. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:56 p.m., in memory of Leland L. Mounce, who passed away on December 13, 2011.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 27, 2011**

The December 27, 2011, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 3, 2012**

The January 3, 2012, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 4, 2012**

The January 4, 2012, Regular Meeting of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 10, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 10, 2012, commencing at 7:15 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Presentation by David Clovis, General Manager, California Joint Powers Risk Management Authority (CM)

David Clovis, representing the California Joint Powers Risk Management Authority (CJPRMA), provided a PowerPoint presentation regarding the CJPRMA and pooling. Specific topics of discussion included the history of insurance pooling and CJPRMA, insurance market trends, CJPRMA members, memorandum of coverage, limits, total member payroll, liability rates, Lodi net cost and benefit, property program, total insured values and rates, and added services.

In response to Council Member Hansen, Mr. Clovis stated that, while there have been some tort reform efforts made in California, they were largely unsuccessful due to opposing lobbying efforts and California remains an uncapped state.

In response to Council Member Hansen, Mr. Clovis stated the CJPRMA pool does cover alleged civil rights violations.

In response to Mayor Mounce, Mr. Clovis stated that, while Vallejo did file for bankruptcy, it remains an active participating member of the pool because it is continuing to pay its premiums and self-insured retention (SIR) and the bankruptcy itself has not impacted other pool members.

In response to Council Member Hansen, Mr. Clovis stated the City of Lodi has a \$10 million per occurrence program with CJPRMA with some limited exceptions.

In response to Council Member Hansen, Mr. Clovis stated by board action CJPRMA can drop a city due to a high number of losses or significant negative impact on other members. He stated the pool generally only accepts agencies into the program who have a better loss ratio than the pool itself.

In response to Council Member Johnson, Mr. Clovis briefly described the make-up of the primary pool participants, which generally consist of smaller cities pooled together into one group.

In response to Council Member Hansen, Mr. Clovis stated an agency's payroll is the primary basis for the percentage payment in the pool.

In response to Council Member Hansen, Mr. Clovis stated assets are similar to cash on hand in that it is what the pool uses to pay for losses based on a fiscal year.

In response to Council Member Johnson, Mr. Clovis stated broker services are reviewed annually when evaluating programs to ensure the pool is receiving the best service and rates.

In response to Council Member Hansen, Mr. Clovis stated natural disasters other than earthquakes and floods are covered by the City's policy.

In response to Mayor Pro Tempore Nakanishi, Mr. Clovis stated that, while he is not sure of the exact number, there must be approximately 70 other pools in the State of California. Mr. Clovis stated larger cities are generally self-insured internally and counties are generally a part of the California State Association of Counties Excess Insurance Authority pool because they carry a higher risk factor with health services and other programs.

In response to Council Member Hansen, Mr. Clovis confirmed that ultimately it is the public taxpayers' dollar that pays for the losses and the approximately \$32,000 of insurance costs annually for the City.

In response to Myrna Wetzel, Mr. Clovis stated insurance premiums for members in the pool do vary based on the level of SIR and the payroll of the member, which is the primary factor used to determine the pro-rata share.

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
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 10, 2012**

A. Call to Order / Roll Call

The Special City Council meeting of January 10, 2012, was called to order by Mayor Mounce at 7:00 a.m.

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

Absent: None

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

B. Regular Calendar

B-1 Select Harney Lane Grade Separation as Project Nomination for San Joaquin Council of Governments' One Voice Trip (CM)

City Manager Bartlam provided a brief overview of the proposed action to select the Harney Lane Grade Separation Project for the One Voice trip as set forth in the staff report.

In response to Council Member Johnson, Council Member Hansen stated that, while the City of Lodi has received some funds for projects, it struggles because of the number of non-profits, reaction in Washington D.C. to earmarks, and the poverty and foreclosure levels in Lodi are not as high as other cities in San Joaquin County.

Mayor Mounce requested updated figures regarding the poverty numbers on the east side of town and in the City generally compared to the rest of the County.

Council Member Johnson made a motion, second by Council Member Hansen, to select Harney Lane Grade Separation as project nomination for San Joaquin Council of Governments' One Voice trip.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:15 a.m.

ATTEST:

Randi Johl
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize Request for Proposal for Security Services for Hutchins Street Square Community Center

MEETING DATE: January 18, 2012

PREPARED BY: Parks, Rec & Cultural Services Director

RECOMMENDED ACTION: Authorize Request for Proposal for security services for Hutchins Street Square Community Center.

BACKGROUND INFORMATION: The Request for Proposal is being submitted for approval to secure a permanent contracted security company to oversee events at Hutchins Street Square. The scope of work will border Rose, Walnut, Hutchins and Oak Streets including the parking lots and interior of Hutchins Street Square. The guards are used for events. Currently the security company utilized is under an old agreement via the previous City Manager. The agreement does not meet the current contract requirements. Outside security is required to help protect premises and patrons. Charges for the service are the responsibility of and charged to the renter. The estimated direct cost of fees to the City of Lodi will not exceed \$10,000

FISCAL IMPACT: None at this time

FUNDING AVAILABLE: Not applicable at this time


James M. Rodems
Parks, Rec and Cultural Services Director

JM/dkb

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**REQUEST FOR PROPOSALS
FOR
SECURITY SERVICES
AT
HUTCHINS STREET SQUARE COMMUNITY CENTER

CITY OF LODI, CALIFORNIA**

Notice is hereby given that sealed proposals will be received by the Director of Parks & Recreation and Cultural Services, Hutchins Street Square, 125 S. Hutchins Street, Lodi, California, 95240 until **(We will determine after City Council has approved)**. At that time, the proposals will be publicly opened and read in the Green Room at Hutchins Street Square Community Center, 125 S. Hutchins Street, Lodi, CA 95240 and provided to the Hutchins Street Square Community Center Division for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services-
Hutchins Street Square Community Center
125 S. Hutchins Street
Lodi, CA 95240
City of Lodi
Attn: Director**

Proposals received after **determined date**, will be returned to the Proposer unopened.

This Request for Proposals (RFP) is intended to be used to qualify and select a firm to provide contracted security services for Hutchins Street Square Community Center located at 125 S. Hutchins Street in Lodi, California.

Individuals or firms submitting proposals must demonstrate knowledge and experience with providing security guard services.

The City of Lodi reserves the right to accept such proposal as may be deemed most advantageous to the City, the right to waive any informality in a proposal and the further right to reject any and all proposals.

Technical questions regarding this RFP may be directed to Deanie Bridewell, Hutchins Street Square Community Center Manager, (209) 333-6800, extension 2469.

Sincerely,

James M. Rodems
Director of Parks & Recreation and Cultural Services

**REQUEST FOR PROPOSALS
FOR
SECURITY SERVICES
AT
HUTCHINS STREET SQUARE COMMUNITY CENTER

CITY OF LODI, CALIFORNIA**

I. General Information

A. Introduction

The City of Lodi will receive sealed proposals to qualify and select a firm to provide security services for Hutchins Street Square Community Center located at 125 South Hutchins Street in Lodi, California.

The City of Lodi anticipates work to commence on, or about **July 1, 2011**. The duration of the contract shall be for three (3) years with the option for two (2) one-year extensions.

Sealed proposals will be received by the Director of Parks & Recreation and Cultural Services,, Hutchins Street Square, 125 S. Hutchins Street Lodi, California, 95240, until **to be determined**. At that time, the proposals will be publicly opened and read in the Green Room, Hutchins Street Square Community Center, 125 South Hutchins Street, Lodi, CA, and provided to the Hutchins Street square Community Center Division for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services -
Hutchins Street Square Community Center
City of Lodi
125 S. Hutchins Street
Lodi, CA 95240
Attn: Director**

Proposals received after 3:00 p.m., on **to be determined** will be returned to the Proposer unopened.

Proposer must read and understand the information and instructions for responding to this Request for Proposals (RFP).

Proposer must comply with all Federal, State and local laws, statutes, ordinances, regulations, and other applicable laws which in any manner affect the services to be provided to the City under this RFP.

Proposer must provide satisfactory proof of liability, casualty and worker's compensation insurance in amounts and with coverage satisfactory to protect both Proposer and the City of Lodi from claims, damages or issues by any employee of the vendor or City of Lodi which may arise or damages under any contract awarded as a result of this RFP. Any confidential information, or information protected by copyright, patent or trademark, included in the proposal submitted by any individual or firm should be clearly noted as such.

Upon evaluation of qualifications and proposals, the City of Lodi may select a firm to provide security guard services as specified in Section III, Specifications, and "Scope of Services". Upon selection, the City of Lodi may enter into negotiations with proposer for determination of final contract terms and pricing.

Failure to respond to any requirements outlined in this RFP, or failure to enclose copies of the required documents, may disqualify the proposal. Firms declining to submit a proposal in response to this request should so advise the Director, in writing, to preclude the exclusion from future proposal requests.

The City of Lodi reserves the right to reject any or all proposals.

B. Pre-Proposal Conference

No pre-proposal conference is scheduled in conjunction with this RFP.

C. Proposal Format

Proposal shall be submitted bound or in booklet form, computer-generated or typewritten, with the information presented in the following order:

1. Letter of Introduction on company letterhead to include company background, office location and mailing address, telephone, email address, and FAX numbers, company principals, Private Patrol Operator (PPO) number, and primary contact(s).
2. Size of staff and their license credentials.
3. Description of equipment proposed to be used in the performance of security services.
4. Staff training and certification programs.
5. Description of similar services provided to other entities, along with contact information for each.
6. A detailed outline of services to be provided.
7. Cost of services on a per hour basis.
8. A minimum of four (4) references. Reference must include (at a minimum) contract time frame, contact person for contract and telephone number, number of staff on site and type of service performed.
9. Sample of Incident Report which would be provided to the local law enforcement and the Hutchins Street Square Community Center Division.
10. Statement of Insurance Coverage in the types and amounts previously set forth in Section II.H of this RFP.

11. Signature page, with State License number.

Three (3) copies of the Proposal shall be submitted.

D. Interpretation

If any person contemplating submittal of a proposal is in doubt as to the proposal procedures, such person shall contact the Hutchins Street Square Community Center Manager for clarification. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received this RFP. The City of Lodi will not be responsible for any other explanation or interpretations of the RFP. Any questions received will be responded to in writing via an addendum at least three (3) working days prior to the Proposal opening date. Questions received after **date to be determined** will not be addressed.

E. Withdrawal of Proposal

Any Proposer may withdraw a proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals in response to this RFP. No Proposer may withdraw a proposal after the time and date set for the opening thereof.

F. Multiple Proposals

No person, firm or corporation shall be allowed to file or be interested in submitting multiple proposals for the same work or services.

G. Addenda

Acknowledgement of receipt of any addendum issued during this RFP process shall be indicated in the RFP response and shall be made a part of any contract made between the City of Lodi and the service provider pursuant to this RFP.

H. Opening of Proposals

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the Proposer (individual, firm or corporation) shall be read into the public record at the time and place set forth in the RFP. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the response to the RFP.

I. Disputes

In case of discrepancy between words and figures, words shall prevail during the evaluation; however, the City reserves the right to construe any proposal according to its true intent where it contains a patent mistake.

J. Evaluation of Proposals

Proposals will be evaluated on content and presentation with emphasis on verifiable experience in providing similar services and on extent of proposed services. Consideration will also be given to size of staff, training programs, equipment provided, proposed costs and references.

K. Decision to Reject

The City reserves the right to reject any and all proposals for any reason or for no reason, to re-advertise for proposals, or to cancel a proposal listing and elect to perform the project or work it. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this RFP.

L. Scope of Services

Proposer shall be deemed an independent contractor and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior written consent. The Scope of Services required is set forth in Section III, "Specifications" of this RFP.

M. Invoicing and Verification of Costs

Properly documented invoices for Hutchins Street Square Community Center Security Services shall be submitted to:

City of Lodi – Hutchins Street Square Community Center
Attention: Rental Consultant
125 S. Hutchins Street
Lodi, CA 95240

II. Special Conditions

A. Licensing of Security Services

Proposer shall hold a valid State of California Private Patrol Operator's license at the time the proposal is submitted, and if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in full force and effect during the period of the contract. In addition, the proposer shall provide a current City of Lodi business license as required by Lodi Municipal Code Section 3.01.020 at the time of the issuance of the proposal to City.

B. Force Majure

Performance of the required services shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment

hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such nature, the cause, date of commencement thereof and the anticipated extent of such delay, shall indicate whether it is anticipated that the completion dates would be affected thereby.

C. Records and Audits

The selected service provider shall maintain accurate and complete records specifically relating to the service provided under the contract. The selected service provider shall also keep records and books of account showing times and scope of services provided in the performance of the contract. The City shall have the right to inspect and audit the books, records and other items relating to the contract.

D. Scheduling

The Hutchins Street Square Community Center Rental Consultant shall provide required service times. In most cases, notice of one (1) week will be given prior to any change for security services.

E. Subcontracting

Should any Proposer contemplate subcontracting any part of the work or services under the contract, it shall submit with its proposal the name of the proposed subcontractor who shall perform any part of the work. It shall be understood that the service provider to whom the contract is awarded shall be fully and solely responsible for the named sub-contractor and for the work done by the sub-contractor in any service contract scheduled by the City of Lodi with the selected service provider. All applicable terms and conditions arising from the contract will apply to the sub-contractor.

F. Changes

The contract shall not be subcontracted, assigned or transferred without the prior written consent of the City. No changes or variations of any kind are authorized without a written and signed amendment to the contract. The proposed work or services shall be diligently performed in accordance with the contract.

G. Standard of Performance

1. The selected service provider shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the selected service provider's personnel shall also reflect their best professional knowledge, skill and judgment.

2. If any failure to meet the foregoing warranty appears during the term of the contract, the City may terminate the contract and require the reimbursement of all expenses necessary to replace or restore such services.

H. Indemnity and Insurance

The selected service provider must provide a certificate of insurance in a form acceptable to the City Risk Manager prior to entering into any contract made pursuant to this RFP. The insurance requirements are included in Addendum A to this RFP. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the contract as well as such insurance as will protect the service provider from claims and liability under Workers' Compensation Acts, personal liability, property damage, and all other claims for damages including personal injury and death, which may arise from operations under the contract.

Service provider shall defend, indemnify and hold harmless the City, its elected and appointed officials, directors, officers, employees, and volunteers from and against any and all claims, demands, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under the contract made pursuant to this RFP, provided that any such claim, damage, loss, or expense is caused by negligent acts, errors or omissions of the service provider, anyone directly or indirectly employed by the service provider, acting under the direction of the service provider, or anyone for whose acts service provider may be liable, during the performance of services under the terms of the contract.

I. Interest of Proposer

At all times, the service provider shall be deemed to be an independent contractor and the proposer shall not be authorized to bind the City by contract or other obligation. Under the contract made pursuant to this RFP, the service provider shall certify that no one who has or will have any financial interest under the contract is an officer or employee of the City.

J. Entire Contract

The contract between the City and the service provider will constitute the entire agreement of the parties thereto and will supersede any previous contract, agreement or understanding, either oral or written, between the City and the selected service provider. The contract shall not be modified except in a writing executed by both parties.

K. Governing Law

The laws of the State of California shall govern this RFP process and the contract. All services provided to the City shall comply with all policies, rules and regulations which may be in effect during the term of the contract, including all Federal, State and local statutes, ordinances, and regulations applicable to the contract and the services to be provided thereunder. Venue of any actions, disputes, or claims

brought thereunder shall be situated in or transferred to the Superior Court of the County of San Joaquin, State of California.

III. Specifications

The Scope of Services as set forth in this RFP, represents an outline of the services which the City anticipates the successful proposer to perform, and is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services in the contract for security services shall be negotiated between the City and the successful proposer. As a minimum, the following security services are anticipated to be needed, but not limited to:

A. Scope of Services for Hutchins Street Square Community Center

1. Guard arrival times are ½ hour before events, except for theatre events which arrival time is 1 hour before event. Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking, etc.) from the performance of their assigned duties. The guards are expected to remain onsite during meal breaks or be relieved by another guard during his or her meal break. Breaks shall be reported to HSS event attendant prior to onset. Eating and smoking shall occur in designated areas only.
2. Security guards, as required by the CITY, are to act in the best interests of the CITY to protect its patrons, contract employees, facilities, vehicles and guests. The security guards shall be present to monitor persons and activities in and around the designated facilities to ensure a safe environment for all individuals. The guard(s) will be required to act on behalf of the City of Lodi in an efficient, courteous, and professional manner at all times, to monitor and notify The event attendant on duty of improper or destructive behavior, and to insist that appropriate behavior prevail. Security personnel powers of arrest are no greater than that of a private citizen. The security company shall assume full liability for any of their employees in the exercising of any police authority. When necessary, the proper police authority shall be summoned. Security personnel, shall use no force unless absolutely necessary for self-defense. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
3. Hutchins Street Square will be patrolled on foot. The guard(s) will be required to perform security sweeps of the parking lots and perimeters of Hutchins Street Square Community Center as directed for the event. In addition to the security sweeps, upon arrival to Hutchins Street Square Community Center, the guard(s) will report for check in with the event attendant for site placement, depending on events requirements.

4. Guards shall make available, at any time while on duty, their security guard cards. Guards shall be expected to present cards to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid security guard card shall be grounds for termination of the contract.
5. All guards must be neat, clean and properly uniformed and have a clear command of the English language. The security guards must possess and exercise strong personal interactive skills in dealing with the HSS Event Staff and the public. Uniforms shall not be similar to those of the Lodi Police Department. All shirts shall be tucked in. **Head covers, if worn, shall be a part of the uniform.** Service provider will provide photo identification badges for all security guards assigned to work at HSS facilities.
6. All guards will be equipped with City issued radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with Lodi Police or other departments/individuals provided by the service provider. No personal media players will be allowed to be used by any security personnel while on duty.
7. Security guards shall arrive at Hutchins Street Square Community Center properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from onsite visitors at all times while on duty.
8. Area of security service shall include back of sidewalk encompassed by 4 streets surrounding Hutchins Street Square: Hutchins, Rose, Walnut and Oak Streets. See Addendum B – Map.
9. Security guards will serve as a visual deterrent to criminal and disruptive behavior for inside and outside the HSS facility.
10. Security guard(s) will patrol all parking lots as required by onsite manager or event attendant.
11. Service provider will contact onsite manager or event attendant immediately on issues that arise during supervision.
12. Security personnel are to follow specific direction of Hutchins Street Square/City of Lodi Staff at all times while on duty at the HSS facility.
13. Security guard(s) will patrol areas as specified by on site manager or event attendant via radio issued by HSS facility staff.
- 14 B. Addendum – Map of HSS facilities.

B. Required Qualifications:

1. Service provider shall hold a valid State of California Private Patrol Operator's license at the time the proposal is submitted, and if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in full force and effect during the term of the contract. In addition, the Service provider shall provide a current City of Lodi business license as required by Lodi Municipal Code Section 3.01.020.
2. Firm must have a minimum of three (3) years experience in providing security services
3. All guards assigned to Hutchins Street Square Community Center facilities must be bonded and employed by a company holding a valid California Private Patrol Operator license that provides 24-hour dispatch. Additionally, all guards shall be licensed and carry their Individual State Guard License card with them whenever on duty. At the request of Lodi Police, guards shall immediately present their card for viewing.
4. All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on site, if applicable, and the service provider's dispatch center.
5. Possession of lethal weapons by guards is prohibited. Guards carrying batons or chemical agents must have a valid certification issued by the State of California and have the certification in their possession at all times while on duty and provide the same to the event attendant or site manager prior to starting a shift.
6. The service provider must have a good working relationship with local law enforcement agencies.
7. The service provider shall investigate the background and references of each security guard that would be assigned to the City and confirm each guard's past record of honest and law abiding behavior. Advise the City of the results of these investigations as they relate to security guards that are or could be assigned to the City. City retains the right to disqualify any security guard proposed to work at the HSS facilities by the service provider.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, Oregon (\$72,698.93)

MEETING DATE: January 18, 2012

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of padmount transformers from HEES Enterprises, Inc., of Astoria, Oregon (\$72,698.93)

BACKGROUND INFORMATION: On November 16, 2011, the City Council authorized the Electric Utility Department (EUD) to advertise for bids as necessary to meet the EUD's needs for padmount transformers through the fiscal year.

On December 7, 2011, bids were opened with four suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of estimated power loss during the projected life of the transformer) were evaluated as shown on the attached summary of Exhibit A. HEES Enterprises, Inc., of Astoria, Ore. submitted responsive bids with the lowest life-cycle cost as shown below:

10 each 75 kVA, 1-Phase 240/120V	HEES Enterprises, Inc.	\$21,873.25
20 each 50 kVA, 1-Phase, 240/120V	HEES Enterprises, Inc.	\$34,717.05
10 each 37.5 kVA, 1-Phase, 240/120V	HEES Enterprises, Inc.	\$16,108.63

FISCAL IMPACT: Purchase Price is \$72,698.93. Life-cycle cost is \$114,623.93

FUNDING: Included in FY2011/12 Budget Account No. 160.1496 Electric Inventory

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley, Electric Utility Director

PREPARED BY: Weldat Haile P.E., Senior Power Engineer
EAK/WH/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE PURCHASE OF PADMOUNT
TRANSFORMERS FROM HEES ENTERPRISES, INC.,
OF ASTORIA, OREGON

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on December 7, 2011, at 11:00 a.m. for the purchase of padmount transformers for the Electric Utility Department, described in the specifications therefore approved by the City Council on November 16, 2011; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated and a report thereof filed with the City Manager as shown on Exhibit A attached; and

WHEREAS, the bids meeting the City's specification with the lowest estimated life-cycle costs are shown below:

10 each 75 kVA, 1-Phase 240/120V	HEES Enterprises, Inc.	\$21,873.25
20 each 50 kVA, 1-Phase, 240/120V	HEES Enterprises, Inc.	\$34,717.05
10 each 37.5 kVA, 1-Phase, 240/120V	HEES Enterprises, Inc.	\$16,108.63

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of polemount transformers, as shown above, in the amount of \$72,698.93.

Dated: January 18, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 18, 2012, by the following vote:

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

RANDI JOHL
City Clerk

EXHIBIT A. - PADMOUNTED TRANSFORMER BID EVALUATION DECEMBER 9, 2011

Transformer Bid Evaluation													
										Bid Opening: December 7, 2011			
Padmount				Tax (factor): 1.0775		Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected							
				No Load Loss \$/watt: 3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz							
				Load Loss \$/watt: 1.25									
For 01/18/2012 Council Meeting													
Bid Item 1: 75 kVA, 240/120 Volt, Single Phase Pad										Number of units: 10		>= 1.8	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	2,030.00	20,300.00	21,873.25	135	686	5,062.50	8,575.00	13,637.50	35,510.75	8	28	2.000	
Howard Industries Inc. (Silicon Core)	2,240.00	22,400.00	24,136.00	146	699	5,475.00	8,737.50	14,212.50	38,348.50	8-10	32	2.400	
Howard Industries Inc. (Amorphous Core)	2,254.00	22,540.00	24,286.85	57	777	2,137.50	9,712.50	11,850.00	36,136.85	8-10	32	2.700	
Pacific Utilities (ABB, Inc.)	2,421.00	24,210.00	26,086.28	113	829	4,237.50	10,362.50	14,600.00	40,686.28	10-12	24	1.990	
HD Supply Utility	2,316.00	23,160.00	24,954.90	116	731	4,350.00	9,137.50	13,487.50	38,442.40	18-20	24	2.140	
Bid Item 2: 50 kVA, 240/120 Volt, Single Phase Pad										Number of units: 20		>= 1.6	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	1,611.00	32,220.00	34,717.05	100	517	7,500.00	12,925.00	20,425.00	55,142.05	8	28	2.100	
Howard Industries Inc. (Silicon Core)	1,750.00	35,000.00	37,712.50	111	504	8,325.00	12,600.00	20,925.00	58,637.50	8-10	32	2.600	
Howard Industries Inc. (Amprphous Core)	1,811.00	36,220.00	39,027.05	41	577	3,075.00	14,425.00	17,500.00	56,527.05	8-10	32	2.400	
Pacific Utilities (ABB, Inc.)	2,231.00	44,620.00	48,078.05	106	409	7,950.00	10,225.00	18,175.00	66,253.05	10-12	24	1.800	
HD Supply Utility	2,021.00	40,420.00	43,552.55	90	543	6,750.00	13,575.00	20,325.00	63,877.55	18-20	24	2.340	
Bid Item 3: 37.5 kVA, 240/120 Volt, Single Phase Pad										Number of units: 10		>= 1.5	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises, Inc. (Ermco Transformers)	1,495.00	14,950.00	16,108.63	77	398	2,887.50	4,975.00	7,862.50	23,971.13	8	28	2.300	
Howard Industries Inc. (Silicon Core)	1,575.00	15,750.00	16,970.63	86	416	3,225.00	5,200.00	8,425.00	25,395.63	8-10	32	2.500	
Howard Industries Inc. (Amprphous Core)	1,654.00	16,540.00	17,821.85	33	474	1,237.50	5,925.00	7,162.50	24,984.35	8-10	32	2.500	
Pacific Utilities (ABB, Inc.)	2,027.00	20,270.00	21,840.93	79	376	2,962.50	4,700.00	7,662.50	29,503.43	10-12	24	1.730	
HD Supply Utility	1,837.00	18,370.00	19,793.68	74	477	2,775.00	5,962.50	8,737.50	28,531.18	18-20	24	2.500	
			Total Price						Total LCC				
Hees Enterprises Inc. (Ermco Transformers)	Total Lowest Cost		72,698.93	Total Lowest Life cycle Cost					114,623.93				
Howard Industries Inc. Silicon			78,819.13						122,381.63				
Howard Industries Inc. Amorphous			81,135.75						117,648.25				
Pacific Utilities			96,005.25						136,442.75				
HD Supply Utility			88,301.13						130,851.13				
Prepared by: Weldat Haile P.E. Senior Power Enginner													
			BSU Account No.	160.1496									
ewf													



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Rejecting Non-Responsive Bids, Authorizing City Manager to Execute Contract for Transit Station Facility Improvement Project with Diede Construction, Inc., of Lodi (\$127,596.50) and Appropriating Funds (\$25,000)

MEETING DATE: January 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting non-responsive bids; authorizing City Manager to execute contract for Transit Station facility improvement project with Diede Construction, Inc., of Lodi, in the amount of \$127,596.50; and appropriating funds in the amount of \$25,000.

BACKGROUND INFORMATION: The project includes replacing the gutters, the damaged roof structure, and composition roofing at the four passenger shelters; rerouting and connecting eight existing downspouts to new gutters at the passenger shelters; pressure washing and painting the passenger shelters, North Annex, South Annex, and main Transit Station; removing and replacing concrete expansion caulk joints at the platform surrounding all the buildings and shelters, and replacing the louvered covers at the South Annex. There is also a \$5,000 allowance to repair the South Annex clock.

Plans and specifications for this project were approved on July 6, 2011. The City received the following five bids for this project on November 30, 2011. The bid received from Triumph Construction, Inc., is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors. Triumph Construction also incorrectly totaled the Schedule of Values form; the correct total is shown below. The bid received from Seven Islands Painting is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors. The bid received from Bobo Construction, Inc., is non-responsive for failure to include the mandatory addenda acknowledgement. Staff recommends rejecting the non-responsive bids and awarding the contract to Diede Construction, Inc., of Lodi. Staff also recommends appropriating \$25,000 in addition to funds allocated in the FY 2011/12 budget to cover City staff time, project-related costs and contingencies.

Bidder	Location	Bid
Engineer's Estimate		\$ 150,000.00
Triumph Construction Group (non-responsive)	North highlands	\$ 87,325.00
Seven Islands Painting (non-responsive)	Daly City	\$ 104,750.00
Bobo Construction, Inc. (non-responsive)	Elk Grove	\$ 118,997.50
Diede Construction, Inc.	Lodi	\$ 127,596.50
Color New Company	Woodland Hills	\$ 134,750.00

FISCAL IMPACT: The project will reduce the maintenance costs at the facility.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: This project will utilize \$131,000 in Transportation Development Act (TDA) funds (125179) allocated in the FY 2011/12 budget.

Requested Appropriation: TDA Funds (125179): \$25,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Manager
FWS/GW/pmf

cc: Construction Project Manager Wiman
Transportation Manager Fernandez
Management Analyst Areida-Yadav
Diede Construction, Inc.
Triumph Construction, Inc.
Seven Islands Painting
Bobo Construction, Inc.

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 DIEDE CONSTRUCTION, 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:

PART A: Request for Design/Build Proposal

PART B: Bid Proposal Pricing Forms

PART C: Special Conditions

PART D: Federal Requirements

Specifications/Bridging Documents

Federal Minimum Wage Rates

Drawings:

Site Plan and Exhibits

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 Special 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:

<i>TOTAL CONTRACT AMOUNT Guaranteed</i>	\$127,596.50 *
<i>Maximum Price</i>	

*Exhibit A is the Schedule of Values from the Contractor dated November 30, 2011.

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 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 documents.

ARTICLE VIII – The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

Total Project: 45 calendar days

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$1,000.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. 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

Randi Johl, 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: 01/04/2012
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1250	12501	5493	TDA	\$ 25,000.00
B. USE OF FINANCING	1251	125179	7720	Facility Upgrades	\$ 25,000.00

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 Diede Construction for Transit Station Facility Improvement 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: Cheryl [Signature] for PWS

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. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING
NON-RESPONSIVE BIDS, AWARDING CONTRACT FOR
TRANSIT STATION FACILITY IMPROVEMENT 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 bids were received and publicly opened on November 30, 2011, at 11:00 a.m., for the Transit Station Facility Improvement Project, described in the plans and specifications therefore approved by the City Council on July 6, 2011; and

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

Bidder	Bid
Triumph Construction Group (non-responsive)	\$ 87,325.00
Seven Islands Painting (non-responsive)	\$ 104,750.00
Bobo Construction, Inc. (non-responsive)	\$ 118,997.50
Diede Construction, Inc.	\$ 127,596.50
Color New Company	\$ 134,750.00

WHEREAS, the bid received from Triumph Construction, Inc., is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors and incorrectly totaling the Schedule of Values form. The bid received from Seven Islands Painting is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors. The bid received from Bobo Construction, Inc., is non-responsive for failure to include the mandatory addenda acknowledgement; and

WHEREAS, staff recommends rejecting the non-responsive bids and awarding the contract for the Transit Station Facility Improvement Project to the lowest responsive bidder, Diede Construction, of Lodi, California, in the amount of \$127,596.50.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the non-responsive bids and award the contract for the Transit Station Facility Improvement Project to the lowest responsive bidder, Diede Construction, of Lodi, California, in the amount of \$127,596.50; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$25,000 be appropriated from Transportation Development Act Funds for this project.

Dated: January 18, 2012

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 18, 2012, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Rejecting Non-Responsive Bid, Authorizing City Manager to Execute Contract for City of Lodi Facility Painting Project with OnPoint Construction, of Millbrae (\$53,140), and Appropriating Funds (\$23,584)

MEETING DATE: January 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting non-responsive bid, authorizing City Manager to execute contract for City of Lodi facility painting project with OnPoint Construction, of Millbrae, in the amount of \$53,140, and appropriating funds in the amount of \$23,584.

BACKGROUND INFORMATION: This project consists of various painting needs and some minor repair work at various City facilities. Locations include two trailers and the equipment bays located at the Municipal Service Center, Fire Station No. 4, City Hall, and the Carnegie Forum.

Specifications for this project were approved on November 16, 2011. The City received the following 14 bids for this project on December 14, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$60,100
Pro-Ex Painting & Decorating	Mather	\$41,333
OnPoint Construction	Millbrae	\$53,140
Michael Watson Painting	Chico	\$55,478*
Color New Company	Woodland Hills	\$55,500
Tony Painting	Garden Grove	\$57,850
Seven Island Painting	Daly City	\$58,000
Northern California Painting	Penryn	\$58,350
River City Painting	Sacramento	\$58,350
A & A Painting	San Jose	\$59,891
Bella Painting	Fairfield	\$69,950
Affordable Painting Service	Sacramento	\$71,500
Pacific Painting Company	Northridge	\$78,000
BA Painting	West Sacramento	\$78,900
TPA Construction	Rocklin	\$85,410

*Corrected Total

Pro-Ex Painting & Decorating (Pro-Ex) is the apparent low bidder. However, Pro-Ex has a probationary contractors' license pursuant to Business and Professions Code Section 7073. Section 7073 allows the Contractors' License Board to deny a license or in its discretion issue a probationary license to

APPROVED: _____
Konradt Bartlam, City Manager

contractors who fall within the proscriptions of Business and Professions Code Section 480. Section 480 only allows a denial or probation for a "crime or act [that] is substantially related to the qualifications, functions or duties of the business or profession for which application is made." Cities may reject an apparent low bidder upon a finding that the apparent low bidder is not responsible (Public Contracts Code Section 1103). A responsible bidder is one who has "demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work". Pro-Ex, having committed a crime or act in connection with its contractor's license that violates the Contractors' License law, could be found non-responsible. After consulting with the City Attorney, staff recommends rejecting the Pro-Ex bid and awarding the contract to the second low bidder, OnPoint Construction.

FISCAL IMPACT: This project will prevent further damage to City facilities.

FUNDING AVAILABLE: This project will use the following funds:

Electric Utility Administration (160601)	\$3,575
Water Operating (170401)	\$6,555
Wastewater Operating (180451)	\$6,555
Streets Operating (3215011)	\$4,767
Building Maintenance (103511)	\$8,360
General Fund Capital (1211)	\$5,060
 <u>Requested Appropriation:</u>	
Transit Facilities Upgrades (125179)	\$8,184
Streets Capital (320)	\$15,400
 Total (including contingency):	 \$58,456

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by John Munoz, Facilities Supervisor

FWS/JM/pmf

cc: Charlie Swimley, Deputy Public Works Director – Utilities
Elizabeth Kirkley, Electric Utility Director
Pro-Ex Painting & Decorating
OnPoint Construction

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

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

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

Perform the work necessary to complete the painting of various City facilities at seven different locations throughout the City, including various painting needs and some minor repair work, as shown on the exhibits and described in this specification, and other incidental and related work, all as shown on the plans and specifications for the City of Lodi Facility Painting Project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Site No. 1	LS	1	\$ 3,250.00	\$ 3,250.00
2.	Site No. 2	LS	1	\$ 3,250.00	\$ 3,250.00
3.	Site No. 3	LS	1	\$ 13,000.00	\$13,000.00
4.	Site No. 4	LS	1	\$ 7,440.00	\$ 7,440.00
5.	Site No. 5	LS	1	\$ 7,600.00	\$ 7,600.00
6.	Site No. 6	LS	1	\$ 4,600.00	\$ 4,600.00
7.	Site No. 7	LS	1	\$ 14,000.00	\$14,000.00
TOTAL					\$53,140.00

The Contractor's attention is directed to Section 8-1.05 "Temporary Suspension of Work" of the Standard Specifications. It is the City's intention to delay start of work until weather conditions are suitable.

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 **60 WORKING 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.

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: 01/04/2012
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	1211000	1820	Capital Projects - New	\$ 5,060.00
	320		3205	Fund Balance	\$ 15,400.00
	1250		5493	TDA	\$ 8,184.00
B. USE OF FINANCING	1211	1211784	1825.2250	Facility Painting	\$ 5,060.00
	320	320122	7720	Facility Painting	\$ 15,400.00
	1251	125179	7720	Facility Upgrades	\$ 8,184.00

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>Contract with OnPoint Construction for the facility painting project.</p>

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

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

Department Head Signature: _____ *Choele for PWS* _____

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. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
REJECTING NON-RESPONSIVE BID,
AWARDING CONTRACT FOR CITY OF LODI
FACILITIES PAINTING 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 bids were received and publicly opened on December 14, 2011, at 11:00 a.m., for the City of Lodi Facilities Painting Project, described in the specifications therefore approved by the City Council on November 16, 2011; and

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

Bidder	Bid
Pro-Ex Painting & Decorating	\$ 41,333
OnPoint Construction	\$ 53,140
Michael Watson Painting	\$ 55,478*
Color New Company	\$ 55,500
Tony Painting	\$ 57,850
Seven Island Painting	\$ 58,000
Northern California Painting	\$ 58,350
River City Painting	\$ 58,350
A & A Painting	\$ 59,891
Bella Painting	\$ 69,950
Affordable Painting Service	\$ 71,500
Pacific Painting Company	\$ 78,000
BA Painting	\$ 78,900
TPA Construction	\$ 85,410
*Corrected Total	

WHEREAS, Pro-Ex Painting & Decorating, the apparent low bidder, has a probationary contractors' license pursuant to Business and Professions Code Section 7073. Section 7073 allows the Contractors' License Board to deny a license or in its discretion issue a probationary license to contractors who fall within the proscriptions of Business and Professions Code Section 480. Section 480 only allows a denial or probation for a "crime or act [that] is substantially related to the qualifications, functions or duties of the business or profession for which application is made." Cities may reject an apparent low bidder upon a finding that the apparent low bidder is not responsible (Public Contracts Code Section 1103). A responsible bidder is one who has "demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work"; and

WHEREAS, staff recommends rejecting the non-responsive bid and awarding the contract for the City of Lodi Facilities Painting Project to the lowest responsive bidder, OnPoint Construction, of Millbrae, California, in the amount of \$53,140.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the non-responsive bid and award the contract for the City of Lodi Facilities Painting Project to the lowest responsive bidder, OnPoint Construction, of Millbrae, California, in the amount of \$53,140; 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 \$23,584 be appropriated from the Transit Facilities Upgrade Fund and the Streets Capital Fund for this project.

Dated: January 18, 2012

=====

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 18, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Well 27 On-Site Improvements, 2360 West Century Boulevard

MEETING DATE: January 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Well 27 on-site improvements, 2360 West Century Boulevard.

BACKGROUND INFORMATION: The project was awarded to A.M. Stephens Construction Company, Inc., of Lodi, in the amount of \$172,106, on August 4, 2010. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The project consisted of the contractor furnishing and installing a 150-horsepower deep well turbine pump and motor, 384 linear feet of 8-foot chain link fence with gates, miscellaneous site improvements, and other incidental and related work, all as shown on the plans and specifications for the project.

The contract completion date was February 15, 2011 (120 working days) and the actual completion date was October 24, 2011 (127 working days). Work on the project was suspended due to the abnormal rain received in fall and winter of 2010 and additional time was needed for City-requested extra work. The final contract price was \$253,262.28. The difference between the contract amount and the final contract price is due to five contract change orders. Change Order No. 1, in the amount of \$20,820.84, was for the installation of a new radio receiver tower and associated equipment at Well 28 for use by the Police and Fire Departments. Change Order No. 2, in the amount of \$27,054.46, was for the installation of a new 10-inch water line for future park use. Change Order No. 3, in the amount of \$14,272.40, was for the removal of the temporary plug in the 72-inch storm drain line and fueling of the City's temporary storm drain pump during rain periods to maintain 24-hour operation. Change Order No. 4, in the amount of \$9,919.98, was for the fueling of the City's temporary storm drain pump during rain periods to maintain 24-hour operation. Change Order No. 5, in the amount of \$9,088.60, was for electrical work that was originally to be performed by City staff, but due to staff availability, the contractor was requested to perform the work. The total contract change order amount is \$81,156.28.

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: Operation and maintenance costs within the Water Utility will slightly increase and will be covered by water rates.

FUNDING AVAILABLE: This project utilized Water Capital (181), Streets and drainage (170), Police (101) and Fire (102) funds.

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
cc: Charlie Swimley, Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for Municipal Service Center Parking Lot Improvement Project

MEETING DATE: January 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Municipal Service Center parking lot improvement project.

BACKGROUND INFORMATION: The project was awarded to A.M. Stephens Construction Company, Inc., of Lodi, in the amount of \$183,456.85, on April 6, 2011. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of reconstructing the Municipal Service Center (MSC) parking lot by removing the existing asphalt and replacing it with new asphalt.

The contract completion date was May 18, 2011 (20 Working Days) and the actual completion date was October 20, 2011 (42 working days). The delay in completion was due to City-requested change order work. The final contract price was \$230,285.38. The difference between the contract amount and the final contract price is due to three contract change orders. Change Order No. 1, in the amount of \$24,497, was for removal and replacement of unsuitable subgrade material in the parking area and installation of a storm drain manhole near the Animal Services Facility. Change Order No. 2, in the amount of \$13,627.25, was for the delivery and set-up of the Public Works Department office trailer, as requested by the Public Works Department. Change Order No. 3, in the amount of \$8,704.28, was for office trailer awning work requested by the Public Works Department and trailer decking work required by the Building Division to make the access ADA compliant. The total contract change order amount is \$46,828.53.

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

FISCAL IMPACT: There will be a decrease in pavement repair costs at the MSC.

FUNDING AVAILABLE: This project utilized Measure K Maintenance (325), Water Capital (181), Wastewater Capital (171) and Electric Capital (161) funds.

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
cc: Charlie Swimley, Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Accepting Improvements Under Contract for State Route 99/Harney Lane Interim Improvement Project, Appropriating Funds (\$60,000) and Authorizing City Manager to Execute a Plant Establishment Agreement with Knife River Construction, of Stockton

MEETING DATE: January 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements under contract for State Route 99/Harney Lane interim improvement project, appropriating funds in the amount of \$60,000 and authorizing City Manager to execute a plant establishment agreement with Knife River Construction, of Stockton.

BACKGROUND INFORMATION: The project was awarded to Knife River Construction, of Stockton, on October 20, 2010, in the amount of \$944,450. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consists of widening Harney Lane, Cherokee Lane, and East State Route 99 Frontage Road; installing traffic signals at the intersections of Harney Lane/Cherokee Lane and Harney Lane/East State Route 99 Frontage Road; and other incidental and related work.

The final contract price was \$1,039,185.91. The difference between the contract amount and the final contract price is mainly due to contract change orders which added work to the contract and which addressed field conditions which were different than what was shown in the plans and specifications.

Other costs associated with the project are as follows:

1. Mark Thomas & Company (contract administration and inspection)	\$206,367
2. Fehr & Peers (construction support, signal)	\$ 19,380
3. Environmental Permit Fees	\$ 27,265
4. City-Furnished Signal Equipment	\$ 39,519
5. State-Furnished Signal Equipment	\$ 17,002
6. City Contract Administration Costs	<u>\$ 66,296</u>
TOTAL	\$375,829

The total project cost was \$1,415,015. The funding sources of the project were Regional Transportation Impact Fees (\$652,724), Measure K (\$60,000), and Developer Fund (\$702,291). Measure K funds were appropriated at the time of contract award last fiscal year. Those funds were not spent last fiscal year and did not automatically roll over to the current fiscal year. Therefore, staff is requesting the appropriation of the original amount, \$60,000, to pay for the balance of the project.

APPROVED: _____
Konradt Bartlam, City Manager

The contractor, Knife River Construction, is required to maintain the new plants along the State Route 99 on/off ramps for a period of 250 working days before final project acceptance by Caltrans. Knife River Construction is requesting the City accept the project prior to the end of the plant establishment period and that they execute a plant establishment agreement for the same maintenance period and provide the necessary security and insurance to guarantee the work. Staff feels this is a reasonable request and is recommending the Council authorize the City Manager to execute the agreement.

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

FISCAL IMPACT: The project will increase the long-term maintenance cost of the added pavement sections and traffic signals. Lodi Community Facilities District No. 2007-1 special taxes will offset these added costs in the long term.

FUNDING AVAILABLE: Requested Appropriation: Measure K (325) – \$60,000

Jordan Ayers
Deputy City Manager/Internal Service Director

F. Wally Sandelin
Public Works Director

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

cc: Senior Civil Engineer Chang
Management Analyst Areida-Yadav
Knife River Construction
Dale Gillespie, RMC Company

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DSS COMPANY DBA KNIFE RIVER CONSTRUCTION (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 STATE ROUTE 99/HARNEY LANE INTERIM IMPROVEMENTS PROJECT MAINTENANCE (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. Contractor shall obtain a warranty security in the form and amount set forth in exhibit B.

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on September 6, 2011 and terminates upon the completion of the Scope of Services or on September 5, 2012, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

Contractor acknowledges that Contractor has been paid in full for the materials and services called for in this Agreement under the State Route 99/Harney Lane Interim Improvements Agreement between the City and Contractor dated October of 2010. This agreement is entered into as an accommodation to Contractor to allow the acceptance of the remainder of that Agreement, reserving the Plant Establishment Work called for in Exhibit A of this Agreement and the Improvement Security set forth in Exhibit B for the performance of the Plant Establishment Work.

Section 3.2 Method of Payment: Reserved

N\A

Section 3.3 Costs

Contractor acknowledges that Contractor has been paid in full for the materials and services called for in this Agreement under the State Route 99/Harney Lane Interim Improvements Agreement between the City and Contractor dated October of 2010 and no costs remain due and payable.

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:

To CONTRACTOR: Knife River Construction
 655 W. Clay Street
 Stockton, CA 95206-1722

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
City Clerk

KONRADT BARTLAM, City Manager

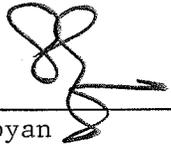
APPROVED AS TO FORM:

CONTRACTOR:

D. STEPHEN SCHWABAUER, City Attorney

JANICE D. MAGDICH, Deputy City Attorney

By:  _____

By:  _____
Name: Steve Essoyan
Title: President

Attachments:

Exhibit A – Scope of Services

Exhibit B – Warranty Security

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

Doc ID:

CA:rev.01.2011

EXHIBIT A

PLANT ESTABLISHMENT WORK

The plant establishment period shall be Type 3 and shall not be less than 250 working days. Commercial fertilizer (slow release) shall be applied to trees, shrubs, vines and ground cover during the first week of April and September of each year. Commercial fertilizer shall be applied at the rates shown on the plans and shall be spread with a mechanical spreader wherever possible.

The center to center spacing of replacement plants for unsuitable ground cover plants shall be determined by the number of completed plant establishment working days at the time of replacement and the original spacing in conformance with the following:

ORIGINAL SPACING (Inches)	SPACING OF REPLACEMENT GROUND COVER PLANTS (Inches)		
	Number of Completed Plant Establishment Working Days		
	1-125	126-190	191-End of Plant Establishment
9	9	6	6
12	12	9	6
18	18	12	9
24	24	18	12
36	36	24	18

During the plant establishment period, the plants shall be watered utilizing the Remote Irrigation Control System (RICS) software program. A watering schedule shall be submitted to the Engineer for use during the plant establishment period.

Weeds within plant basins, including basin walls and ground cover, shall be controlled by hand pulling.

Weeds within mulched and ground cover areas and outside of plant basins shall be controlled by killing.

Weeds outside of mulched areas, plant basins, ground cover, the median, and paved areas shall be controlled mowing. At locations where proposed planting areas are 12 feet or more from the edges of existing plantings to remain and from shoulders, dikes, curbs, sidewalks, fences, and wall, the mowing limit shall be 6 feet beyond the outer limits of the proposed planting area.

Weeds within median are areas, pavement, curbs, sidewalk, and other surfaced areas shall be controlled by killing.

Except as specified in these special provisions, disposal of mowed material will not be required unless ordered by the Engineer. Disposal of mowed material, as directed by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

At the option of the Contractor, a growth regulator may be applied to mowed areas, provided the growth regulator is approved in advance by the Engineer and the growth regulator is applied in conformance with these special provisions.

At the option of the Contractor, plants of a larger container size than those originally specified may be used for replacement plants during the first 125 working days of the plant establishment period.

After 125 working days of the plant establishment period have been completed, replacement of plants, except for ground cover plants, shall be one-gallon size for seedlings, pot and liner size plants; 5-gallon size for one-gallon size plants; 15-gallon size for 5-gallon size plants; and other plant replacement plants shall be the same size as originally specified.

When ordered by the Engineer, one application of a pre-emergent pesticide conforming to the provisions in "Pesticides" of these special provisions shall be applied between 40 working days and 50 working days prior to completion of the plant establishment period. This work will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Wye strainers shall be cleaned at least 15 days prior to the completion of the plant establishment period.

the final inspection shall be performed in conformance with the provisions in Section 5-1.13, "Final Inspection," of the Standard Specifications and shall be completed a minimum of 20 working days before the estimated completion of the contract.

10-2.05 IRRIGATION SYSTEMS

Irrigation systems shall be furnished and installed in conformance with the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications, except materials containing asbestos fibers shall not be used.

Method A pressure testing shall conform to the provisions in Section 20-5.03H(1), "Method A", of the Standard Specifications, except leaks that develop in the tested portion of the system shall be located and repaired after each test period when a drop of more than 5 pounds per square inch is indicated by the pressure gage. After the leaks have been repaired, the one hour pressure test shall be repeated and additional repairs made until the drop in pressure is 5 pounds per square inch or less.

Pipe supply lines shall be pressure tested in conformance with the provisions in Section 20-5.03H, "Pressure Testing," of the Standard Specifications, except the pipe (supply line) on the discharge side of the control valve shall be tested by Method B as specified in Section 20-5.03H(2), "Method B," of the Standard Specifications.

VALVE BOXES

Valve boxes shall conform to the provisions in Section 20-2.24, "Valve Boxes," of the Standard Specifications, except as otherwise provided herein.

Valve boxes shall be precast portland cement concrete.

Covers for concrete valve boxes shall be concrete, cast iron or steel. Cast iron and steel covers shall be hinged with brass hinge pins for valve boxes containing valves smaller than 2 inches.

Valve boxes shall be identified on the top surface of the covers by labels containing the appropriate abbreviation for the irrigation facility contained in the valve box as shown on the plans. Valve boxes that contain remote control valves shall be identified by the appropriate letters and numbers (controller and station numbers). Labels for valve boxes shall conform to the provisions in Section 20-5.03F, "Valves and Valve Boxes," of the Standard Specifications.

Label material shall be plate plastic or polyurethane.

GATE VALVES

Gate valves shall be as shown on the plans and in conformance with the provisions in Section 20-2.228, "Gate Valves," of the Standard Specifications and these special provisions.

Gate valves, smaller than 3 inches and larger in size, shall be furnished with a cross-handle.

Gate valves, 3 inches or larger in size, shall be furnished with a square nut and 3 long shank keys that will operate the valve.

Gate valves, 3 inches and larger in size, shall be flanged type gate valves. Pipe flanges used to connect plastic or metal pipe to gate valves shall be metal.

Gate valves shall have a solid bronze or brass wedge.

IMPROVEMENT SECURITY
Warranty Security

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Lodi, a municipal corporation, hereinafter designated "City", and DSS Company dba Knife River Construction, hereinafter designated "Principal," have entered into an agreement dated _____, whereby Principal agrees to furnish warranty security of at least 125% of the total cost of the Plant Establishment as security for repair or replacement of defective landscape work for 1 FULL CALENDAR YEAR FROM September 6, 2011, in the project known as "State Route 99/Harney Lane Interim Improvement Project". This Agreement is on file in the office of the Public Works Director of the City of Lodi, and is referred to and made a part hereof.

NOW, THEREFORE, we, the Principal and _____, as surety, are held and firmly bound unto the City in the sum of TEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE and NO/100 DOLLARS (\$10,875.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on

_____	_____
SURETY:	PRINCIPAL:
_____	_____
by: _____	_____
Attorney-in-fact	
_____	_____
Agent	
_____	_____
Address	Address

APPROVED AS TO FORM:  _____
City Attorney

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING IMPROVEMENTS UNDER CONTRACT FOR STATE ROUTE 99/HARNEY LANE INTERIM IMPROVEMENT PROJECT, AUTHORIZING CITY MANAGER TO EXECUTE A PLANT ESTABLISHMENT AGREEMENT, AND FURTHER APPROPRIATING FUNDS

WHEREAS, the State Route 99/Harney Lane Interim Improvement Project was awarded to Knife River Construction, of Stockton, California, on October 20, 2010, and has been completed in substantial conformance with the plans and specifications approved by City Council; and

WHEREAS, Knife River Construction is required by contract to maintain the new plants along the State Route 99 on/off ramps for a period of 250 working days but has requested to execute a Plant Establishment Agreement in lieu of this requirement; and

WHEREAS, staff recommends approval of the Plant Establishment Agreement and Knife River Construction has provided a signed agreement and all necessary security and insurance documents; and

WHEREAS, Measure K funds were appropriated last fiscal year at contract award in the amount of \$60,000, however, these funds were not expended and did not automatically roll over to the current fiscal year. Staff is recommending the funds be appropriated in the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the improvements under the contract with Knife River Construction, of Stockton, California, for the State Route 99/Harney Lane Interim Improvement Project; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Plant Establishment Agreement with Knife River Construction, of Stockton, California; and

BE IT FURTHER RESOLVED that funds in the amount of \$60,000 be appropriated from Measure K funds for this project.

Dated: January 18, 2012

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 18, 2012, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Establishing a Fee Recovery Schedule for the Lodi Energy Theft Diversion Program

MEETING DATE: January 18, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution establishing a fee recovery schedule for the Lodi Energy Theft Diversion Program.

BACKGROUND INFORMATION: On November 16, 2011 a public hearing was conducted to introduce an ordinance establishing a fee recover schedule for the Lodi Energy Theft Diversion Program. At that time a presentation was made to the City Council outlining the fees recommended by staff.

Ordinance No. 1855 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20.020, 'Energy Theft Diversion/Field Services Fee Recovery Schedule'" was adopted by the City Council on December 21, 2011 and will be effective January 20, 2012. This resolution provides the fee recovery schedule for the ordinance.

Since July, when staff began tracking numbers, the utility has randomly checked over 750 residential customers who were sealed for non-payment of their City of Lodi electric utility bills. Of these customers, 46 were observed having restored their electricity without the City's prior knowledge or consent. As a result of identifying these thefts, the City has received more than \$45,000 in utility payments from customers who were unlawfully receiving Lodi Electric Utility service, lessening the financial impact these thefts have on ratepayers.

In an effort to fully recover costs associated with the energy theft diversion program, and to serve as a deterrent to energy theft, staff recommends the fee recovery schedule as shown on Exhibit A, attached.

FISCAL IMPACT: It is anticipated that the utility will recover in excess of \$75,000 annually as a result of this aggressive energy theft diversion program, and the new fee recovery schedule should garner an additional \$50,000 in revenue, minimizing the amount of losses absorbed by ratepayers.

FUNDING: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Manager, Customer Service & Programs
EK/RSL/1st

APPROVED: _____
Konradt Bartlam, City Manager

Exhibit A

Energy Theft Diversion/Field Services Fee Recovery Schedule

Service Fees (based on current fully burdened labor rates)

Theft Inspection Fee	\$75.00
Field Services Field Trip Fee	\$75.00
Service Cut-At-Pole Fee	\$120.00
Meter Set Fee	\$115.00
Damaged Meter Test Fee	\$57.50

Material Fees (actual costs)

Meter Ring Fee	\$17.00
Padlock Fee	\$7.00
Meter Cover Fee	\$3.00
Damaged Meter Replacement Fee: Single-Phase/Poly-Phase	\$60.00/\$450.00
NightHawk Collar/Meter Replacement Fee	\$300.00/\$430.00

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING FISCAL YEAR 2011/12 ENERGY THEFT
DIVERSION AND CUSTOMER FIELD SERVICE FEE
RECOVERY SCHEDULE

=====

WHEREAS, it is sound business practice to adjust fees annually to reflect the current cost of doing business; and

WHEREAS, fees for customer field services and associated tasks have not been revised in a number of years; and

WHEREAS, the City is now implementing an aggressive energy theft diversion program and associated cost recovery schedule; and

WHEREAS, the City Council has previously approved the labor rate methodology developed by MGT America, Incorporated; and

WHEREAS, the labor rates for the Electric Utility Department have been calculated using the MGT America, Incorporated rate model; and

WHEREAS, annual approval of labor rates based upon the adopted budget is a ministerial action.

WHEREAS, staff recommends that the City Council approve the following fee schedule:

Energy Theft Diversion/Field Services Fee Recovery Schedule

Service Fees (based on current fully burdened labor rates)

Theft Inspection	\$75.00
Field Services Field Trip Fee	\$75.00
Service Cut-At-Pole Fee	\$120.00
Meter Set Fee	\$115.00
Damaged Meter Test Fee	\$57.50

Material Fees (actual costs)

Meter Ring Fee	\$17.00
Padlock Fee	\$7.00
Meter Cover Fee	\$3.00
Damaged Meter Replacement Fee: Single-Phase/Poly-Phase	\$60.00/\$450.00
NightHawk Collar/NightHawk Meter Replacement Fee	\$300.00/\$430.00

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the fiscal year 2011/12 Energy Theft Diversion and Customer Field Service Fee Recovery Schedule as outlined above; and

BE IT FURTHER RESOLVED, that the 2011/12 Energy Theft Diversion and Customer Field Service Fee Recovery Schedule will not take effect until January 20, 2012 (30-days following the adoption of Ordinance No. 1855).

Dated: January 18, 2012

=====

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 18, 2012, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve New Meeting Day and Time for the Lodi Senior Citizens Commission
MEETING DATE: January 21, 2012
PREPARED BY: Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION: Approve new meeting day and time for the Lodi Senior Citizens Commission.

BACKGROUND INFORMATION: The Lodi Senior Citizens Commission regularly meets monthly on the third Thursday of the month at 8:00am. A request was made by a Senior Citizens Commissioner to move the meeting day and time. The Lodi Senior Citizens Commission approved this request. Pending City Council approval, the Lodi Senior Citizens Commission will change its regular meeting day and time to the first Thursday of the month at 8:00am, beginning with the February 2012 meeting.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

James M. Rodems
Parks, Recreation, and Cultural Services Director

Prepared by: James M. Rodems
Parks, Recreation, and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager

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

AGENDA TITLE: Monthly Protocol Account Report
MEETING DATE: January 18, 2012
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, 2011.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Randi Johl
City Clerk

RJ/JMR

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Introduce Revisions to Lodi Municipal Code Section 13.04 Related to Utility Billing

MEETING DATE: January 18, 2012

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Introduce revisions to Lodi Municipal Code Section 13.04 related to utility billing.

BACKGROUND INFORMATION: Council received information at its December 13, 2011 Shirtsleeve meeting that the current utility billing practices did not conform to the underlying ordinance (Lodi Municipal Code Section 13.04). Staff brought forward the variances between the current practices and the underlying ordinance and proposed a number of changes. Council provided guidance with regard to the proposed changes.

The attached revised ordinance codifies the changes discussed at the December 13, 2011 Shirtsleeve meeting. The primary changes are:

- Provide for a 46-day timeline from first billing to shut off (increase from 30 days allowed under current ordinance, but reduced from current practice of 70 days)
- Clarify language regarding customer deposits and return of deposits (current language does not refer to return of deposits or non-United States identification requirements)
- Increase number of terms per account per year to two (current ordinance allows one term per year)
- Shorten maximum length of term to three months (current ordinance allows six months)
- Codify language regarding current practice related to 48-hour notices (not spoken to in current ordinance but required by state regulations).

Staff has already revised the billing format to include a due date. Upon adoption of the proposed ordinance changes, staff will revise the billing system and internal practices to conform to the new language in the billing ordinance.

A redline version of the ordinance is attached.

FISCAL IMPACT: Reducing the timeline from initial billing to termination of services should reduce the dollar volume of bad debt accounts sent to collections. At the same time, late fee revenue is likely to also be reduced by an unknown amount if the timeline is reduced.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers
Deputy City Manager

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE TITLE 13 – “PUBLIC SERVICES” BY REPEALING AND RE-ENACTING CHAPTER 13.04 “SERVICE GENERALLY” IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 13 “Public Services” is hereby amended by repealing and re-enacting Chapter 13.04 “Service Generally” in its entirety, and shall read as follows:

CHAPTER 13.04 - SERVICE GENERALLY

Sections:

- 13.04.010 - Definitions.
- 13.04.020 - Application for service or discontinuance.
- 13.04.025 - Deposits**
- 13.04.030 - Bill payment and delinquency.
- 13.04.040 - Connections generally.
- 13.04.050 - Connection charges.
- 13.04.060 - Apartments and flats.
- 13.04.070 - Restriction or interruption.
- 13.04.080 - Connection or reconnection by plumbers.
- 13.04.090 - Right of access for inspection.
- 13.04.100 - Pipe and facility maintenance.
- 13.04.110 - Service only to contracted premises.
- 13.04.120 - Bill adjustment.
- 13.04.130 - Low income adjustments.

13.04.010 - Definitions.

For the purposes of this chapter the following words and phrases when used in this chapter shall have the meanings respectively ascribed to them by this section:

A. "Delinquent bills" means all accounts that have not been paid to the city within ~~twenty days after the mailing~~ **twenty-six (26) days after the issue date** of the ~~statement~~ **bill** for the services provided for by this chapter.

B. "Director of finance" means the person named from time to time by the city manager to be in charge of the financial records and accounts of the city.

C. "Electric connection" means all wires, insulators, conduits, fuse blocks, fuses and switches up to and including the meter used to connect the consumer's electric wiring to the city's electrical distribution system.

D. "Garbage collecting service" means that service described in Chapter 13.16 relating to garbage.

E. "Sanitary sewer tap" means all connections, valves, pipes and fittings used to connect the customer's sewer system to the city sewer mains.

F. "Service" means the supplying of water, electrical energy, the collection of garbage and the disposal of sewage.

G. "Sewage disposal service" means that service provided for in Chapter 13.12 relating to sewers.

H. "Water tap" means the connection valves, pipes and fittings used to connect the customer's water system to the city water mains.

13.04.020 - Application for service or discontinuance.

All applications for service or discontinuance of service shall be made to, **and on forms provided by**, the director of finance ~~on forms provided by him~~. The director of finance shall issue all orders for services, changes or discontinuances.

13.04.025 – Deposits.

1. Services. A deposit for the furnishing or continuance of service may be required by the director of finance. Such deposit shall not exceed the estimated amount of charges for two months' service.

2. No United States Issued Identification. In addition to a deposit for services, the director of finance may require a deposit not to exceed the estimated amount of charges for two months' services of a customer who is unable to provide a United States issued identification.

3. Length of Deposit.

a. Deposits for services shall remain on the account until twelve consecutive billing periods have passed without late charges being assessed, unless the account is discontinued prior to such event. Return of deposit amounts shall be in the form of a credit to the account, unless the account is discontinued, in which case the deposit shall be applied to the final billing and any excess shall be returned to the customer by check.

b. Deposits for no United States issued identification shall remain on the account until the account is discontinued, or until valid United States issued identification is provided. Return of deposit amounts shall be in the form of a credit to the account, unless the account is discontinued, in which case the deposit shall be applied to the final billing and any excess shall be returned to the customer by check.

13.04.030 - Bill payment and delinquency.

- A. Payment. All bills for the services enumerated in this chapter are due and payable upon receipt thereof, at the finance **division**, Lodi, California, and become delinquent **twenty twentysix (26)** days after the **issue** date of the bill.
- B. Delinquency. The director of finance shall send notice of delinquent bills, and if all delinquent charges for service are not paid within ten days after mailing this notice, then the director of finance may discontinue all service furnished to the customer by the city. **Within this ten day notice period, the director of finance shall provide a notice 48 hours prior to discontinuance of services.** Prior to any discontinuance of service furnished to the customer by the city, the customer **may request** the opportunity to be heard as to any adjustment or cancellation of any bill. The hearing shall be held before the director of finance or his designee. In the event of a discontinuance of service, as provided in this subsection, the director of finance may require as a condition precedent to the resumption of service that the customer pay:

1. **All amounts due and owing;**

2. The cost to the city of discontinuing and resuming service; and

3. A deposit in an amount not exceeding the estimated amount of charges for two months' service.

The finance director may waive delinquent amounts and negotiate a repayment schedule for up to **three** months (within any twelve-month period) when in the opinion of the finance director the customer can demonstrate financial hardship. No more than two repayment schedules may be allowed in any twelve-month period.

C. Closing Bills. Closing bills are due on the date on which service is discontinued.

D. Late Charges. Delinquent bills shall be assessed a late charge which will be set from time to time by the city council. The late charge may be waived by the finance director ~~when considered to be in the best interest of the city~~ when the customer can present evidence of financial hardship or convincing information that timely payment could not have been reasonably expected.

13.04.040 - Connections generally.

No person except a duly authorized employee of the city shall make any water, electrical or sewer service connection to the city supply lines. Water and sewer tapping includes bringing the supply lines to a point six inches inside the property line. Electrical connection includes the service drop and necessary meter. On all new and reconstructed buildings where water, sewer and electrical connections are involved, the equipment and equipment locations must be approved by the inspecting authority. A service charge will be charged to the applicant when trouble calls involve customer caused service interruptions. All costs of water tapping and sewer connections shall be borne by the applicant and shall be charged at actual cost to the city. However, a flat rate may be established by the provisions of Section 13.04.050.

13.04.050 - Connection charges.

The public works director may, with the approval of the finance director, establish or change rates charged for water and sewer connections based on the average cost to the city for such connections made within the preceding six-month period.

13.04.060 - Apartments and flats.

When more than one flat, apartment, building or premises is supplied through one water tap, each occupant may pay his own water and sewage bill if flat rates apply. However, if at any time the water is used by an occupant and such fact is not reported to the city, the director of finance may require that the owner or the owners' agent-in-charge pay all the water and sewage charges applying to the flats, apartments, buildings or premises being supplied through one tap.

13.04.070 - Restriction or interruption.

The city reserves the right to limit the amount of water supplied to any customer or to different parts of the city should it appear necessary so to do, and shall not be liable for temporary discontinuance of any service while making repairs or replacements.

13.04.080 - Connection or reconnection by plumbers.

No plumber shall leave water turned on at any newly erected building unless it is by consent of the city, nor shall he connect or reconnect any service found shut off at the service stop.

13.04.090 - Right of access for inspection.

Authorized employees of the city shall have the right of access to any premises receiving any service named in this chapter at reasonable hours for the purposes of inspection.

13.04.100 - Pipe and facility maintenance.

The owner or occupant of premises where city services are supplied shall keep all service pipes, valves, connections or other facilities used in connection with such supply in good repair at all times, and the city shall not be liable for damage sustained by reason of such owner or occupant's neglect.

13.04.110 - Service only to contracted premises.

No person shall supply service to any premises other than the one to which the service contract applies.

13.04.120 - Bill adjustment.

Application for the adjustment or cancellation of a bill any consumer believes to be inconsistent with the provisions of this code or other ordinances of this city relating to water, electric, garbage and sewage services shall be made to the director of finance. Appeal from the decision of the director of finance may be made to the city manager whose decision may, upon request, be subject to a final review by the city council.

13.04.130 - Low income adjustments.

The rates for residential refuse collection service as they now exist or may hereafter be modified under this chapter, shall be reduced as established by resolution for those residential accounts in the names of persons meeting the eligibility criteria for applicable electric service discounts as provided in this title. Proof of eligibility will be required by the city to qualify for the rate adjustments provided herein.

Section 2 - No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

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

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

Approved this ____ day of _____, 2012

JOANNE L. MOUNCE
Mayor

Attest:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held January 18, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

Randi Johl
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney