



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: January 19, 2011

Time: 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl, City Clerk**  
**Telephone: (209) 333-6702**

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

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

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

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

- C-4 Return to Open Session / Disclosure of Action – N/A
  - A. Call to Order / Roll call
  - B. Presentations
    - B-1 Presentation Regarding the DeBenedetti Park Phase I Tree Improvements Project
  - C. Consent Calendar (Reading; Comments by the Public; Council Action)
    - C-1 Receive Register of Claims in the Amount of \$3,598,867.70 (FIN)
    - C-2 Approve Minutes (CLK)
      - a) January 4, 2011 (Shirtsleeve Session)
      - b) January 5, 2011 (Regular Meeting)
      - c) January 11, 2011 (Shirtsleeve Session)
    - C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal Service Center Shop Decommissioning Project (PW)
- Res. C-4 Adopt Resolution Approving the Purchase of Replacement Motorcycle Vehicle and Appropriate Funds (\$11,200) (PD)
- Res. C-5 Adopt Resolution Authorizing the City Manager to Purchase WindMilMap Software from Milsoft Utility Solutions, Inc., of Abilene, TX (\$25,830) (EUD)
- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Purchase Order with Aqua Aerobics, Inc., of Loves Park, IL, for Purchase of Replacement Aqua Disk Filter Media and Frames (\$33,465) (PW)
- Res. C-7 Adopt Resolution Authorizing the City Manager to Execute Consent to Assignment by East Bay Building Services and Assumption of Contract by Global Property Services (PW)

- Res. C-8 Adopt Resolution Authorizing the City Manager to Enter into a Six-Month Professional Services Agreement with Strategic Power Placements, of Conifer, CO, for Electric Superintendent Services and Administration by the Electric Utility Director (\$67,500) (EUD)
- C-9 Authorize the City Manager to Execute a Rental Agreement Between the City of Lodi and P & K Fitness for Use of 125 North Stockton Street (CM)
- C-10 Set Public Hearing for March 16, 2011, to Consider Adopting Resolution Setting Residential Meter Installation Charges (PW)

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

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

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 Post for Vacancies on the Lodi Arts Commission and Library Board of Trustees (CLK)
- H-2 Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

- I-1 Provide Staff Direction Regarding Drafting Local Hiring Ordinance (CA)
- I-2 Authorize the Mayor, on Behalf of the City Council, to Send a Letter Regarding the Governor's Budget Proposal (CM)

**J. Ordinances – None**

**K. Adjournment**

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

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Randi Johl  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Presentation Regarding the DeBenedetti Park Phase I Tree Improvements Project  
**MEETING DATE:** January 19, 2011  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Receive presentation regarding the DeBenedetti Park Phase I Tree Improvements Project.

**BACKGROUND INFORMATION:** Representatives from the Lodi Lions Club, Sunrise Rotary Club, and Lodi Tokay Rotary Club will be at the Council meeting to present checks to Tree Lodi toward the DeBenedetti Park Phase I Tree Improvements Project.

Tree Lodi set a budget of \$20,000 for this 200-tree planting project. Donated funds will help purchase trees, tree supplies, compost, tree fertilizer, signage, advertisement, and a celebration meal. Tree Lodi will earmark leftover funds for future tree maintenance/replacement and future additional trees. One public outreach meeting has been held, and approximately 400 volunteers have committed to help plant trees in the near future.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

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



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## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Register of Claims through December 30, 2010 in the Total Amount of \$3,598,867.70

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$3,598,867.70.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$3,598,867.70 through 12/30/10. Also attached is Payroll in the amount of \$2,653,913.89.

**FISCAL IMPACT:** Not applicable.

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

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

RRP/rp

Attachments

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

Accounts Payable  
Council Report

Page - 1  
Date - 01/04/11

As of Thursday	Fund	Name	Amount
12/30/10	00100	General Fund	1,789,295.15
	00123	Info Systems Replacement Fund	108.74
	00160	Electric Utility Fund	30,875.69
	00161	Utility Outlay Reserve Fund	127,943.33
	00164	Public Benefits Fund	27,995.99
	00166	Solar Surcharge Fund	388,097.82
	00170	Waste Water Utility Fund	66,137.59
	00171	Waste Wtr Util-Capital Outlay	12,778.13
	00172	Waste Water Capital Reserve	58.37
	00180	Water Utility Fund	333,868.98
	00181	Water Utility-Capital Outlay	159,412.17
	00210	Library Fund	4,467.64
	00230	Asset Seizure Fund	4,059.99
	00234	Local Law Enforce Block Grant	2,107.25
	00236	LPD-OTS Grants	17,575.00
	00260	Internal Service/Equip Maint	8,895.90
	00270	Employee Benefits	22,004.69
	00310	Worker's Comp Insurance	11,708.33
	00321	Gas Tax	6,715.25
	00325	Measure K Funds	10,142.28
	00326	IMF Storm Facilities	57,775.76
	00337	Traffic Congestion Relf-AB2928	353.44
	00340	Comm Dev Special Rev Fund	3,459.62
	00345	Community Center	18,735.30
	00346	Recreation Fund	8,951.00
	00459	H U D	1,798.00
	01211	Capital Outlay/General Fund	458.32
	01217	IMF Parks & Rec Facilities	179,707.50
	01218	IMF General Facilities-Adm	6,005.00
	01250	Dial-a-Ride/Transportation	146,457.10
	01410	Expendable Trust	13,470.66
Sum			3,461,419.99
	00184	Water PCE-TCE-Settlements	294.00
	00190	Central Plume	134,303.72
	00191	Southern Plume	2,849.99
Sum			137,447.71
Total Sum			3,598,867.70

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	12/12/10	00100	General Fund	951,084.71
		00160	Electric Utility Fund	167,818.20
		00164	Public Benefits Fund	5,354.43
		00170	Waste Water Utility Fund	104,054.85
		00180	Water Utility Fund	326.72
		00210	Library Fund	30,879.19
		00235	LPD-Public Safety Prog AB 1913	2,776.55
		00260	Internal Service/Equip Maint	19,819.24
		00321	Gas Tax	39,141.06
		00340	Comm Dev Special Rev Fund	22,452.38
		00345	Community Center	25,835.43
		00346	Recreation Fund	54,919.69
		01250	Dial-a-Ride/Transportation	7,046.72
Pay Period Total:				
Sum				1,431,509.17
	12/26/10	00100	General Fund	722,326.56
		00160	Electric Utility Fund	158,197.74
		00164	Public Benefits Fund	5,354.43
		00170	Waste Water Utility Fund	101,045.98
		00180	Water Utility Fund	326.72
		00210	Library Fund	28,774.56
		00235	LPD-Public Safety Prog AB 1913	1,849.80
		00260	Internal Service/Equip Maint	20,181.06
		00321	Gas Tax	41,014.22
		00340	Comm Dev Special Rev Fund	22,752.38
		00345	Community Center	24,351.17
		00346	Recreation Fund	37,757.57
		01250	Dial-a-Ride/Transportation	7,562.79
Pay Period Total:				
Sum				1,171,494.98
Retiree	01/31/11	00100	General Fund	50,909.74
Pay Period Total:				
Sum				50,909.74



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) January 4, 2011 (Shirtsleeve Session)  
b) January 5, 2011 (Regular Meeting)  
c) January 11, 2011 (Shirtsleeve Session)

**MEETING DATE:** January 19, 2011

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) January 4, 2011 (Shirtsleeve Session)  
b) January 5, 2011 (Regular Meeting)  
c) January 11, 2011 (Shirtsleeve Session)

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

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

\_\_\_\_\_  
Randi Johl  
City Clerk

Attachments

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

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JANUARY 4, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 4, 2011, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Absent: Mayor Pro Tempore Mounce

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

B. Topic(s)

B-1 Present and Discuss Grape Bowl Improvement Alternatives (PW)

City Manager Bartlam briefly introduced the subject matter of the Grape Bowl Americans with Disabilities (ADA) alternatives.

Deputy Public Works Director Charlie Swimley and Interim Parks and Recreation Director Jim Rodems provided a PowerPoint presentation regarding the Grape Bowl ADA improvement alternatives. Specific topics of discussion included a presentation overview, recent improvements, expenditures to date, next steps, Options 1 to 3, phases of options, pros and cons of phases, summary of costs associated with each of the options, and staff recommendation.

In response to Mayor Johnson, Mr. Swimley stated a lift station would be installed to address the restroom ADA improvements because of the need to elevate the water from the street.

In response to Mayor Johnson, Mr. Swimley stated the path of travel has to be paved and there are ADA exiting requirements from the top level that must be met.

In response to Council Member Hansen, Mr. Rodems reviewed the location of the two proposed practice fields with Option 2, stating Option 1 has only one practice field. Mr. Swimley stated the details associated with the practice fields would be worked out later as to whether they will be grass or artificial turf.

In response to Mayor Johnson, Mr. Rodems stated the practice fields will be challenging with respect to multi-use of the facility but additional costs could be borne by production.

In response to Council Member Hansen, Mr. Rodems stated that, while there may be some access to the field during the improvements, there will be scheduling issues that will need to be addressed.

In response to Council Member Hansen, Mr. Rodems stated the Stockton Street widening is not addressed in the initial phase of Option 3.

In response to Mayor Johnson, Mr. Rodems stated Public Works suggested the Stockton Street width be considered because of the current traffic and pedestrian use of the street and the ability to provide additional ADA parking.

In response to Mayor Johnson, Mr. Rodems stated the seating capacity in Option 3 is about

5,500, the initial target was 10,000, and the 3,000 number may have come from the fact that maximum attendance has not exceeded that amount.

In response to Council Member Hansen, Mr. Rodems stated the playoff attendance for the Lodi High game was approximately 2,600.

In response to Council Member Nakanishi, Mr. Rodems stated the funds already spent on the project came from park impact fees and Community Development Block Grant funds.

In response to Council Member Nakanishi, Mr. Rodems and Mr. Bartlam stated the Waste Management donation of \$1 million will be received over a period of seven years.

In response to Council Member Nakanishi, Mr. Bartlam stated it is feasible that Phase 1 could run for several years and could stand alone so that if only Phase 1 is accomplished the facility would still be significantly improved.

In response to Council Member Katzakian, Mr. Rodems stated the facility could be a revenue generator but he is not sure to what extent, which is dependent upon use as an event facility versus a recreation facility.

In response to Council Member Nakanishi, Mr. Rodems stated the maintenance cost on the old field was approximately \$50,000 to \$60,000 and the new field maintenance will be approximately one half of that amount, although there are some additional costs in the transitional costs with restrooms.

In response to Mayor Johnson, City Attorney Schwabauer provided an overview of the ADA regulations and specifically discussed reasonable retrofitting requirements and the need to improve an area to ADA standards once it is touched.

In response to Mayor Johnson, Mr. Bartlam stated the transition plan does not require all ADA improvements to be completed at once, staff is focusing on the south side based on current patronage, and the entire facility must be addressed in the plan.

In response to Council Member Hansen, Mr. Rodems stated there has been previous discussion about naming the facility and a marquis will be good for marketing and visibility purposes.

Council Member Hansen provided general direction in favor of Option 3, stating he would like the restrooms addressed first based on Mr. Fiore's comments.

Mayor Johnson asked that staff look into the numbers provided to the Council in 2007 in relation to improving the facility and compare the current options accordingly.

Ed Miller spoke in regard to his concerns about what is necessary for ADA compliance and what improvements are being made to enhance the facility based on a general renovation or remodeling. In response to Mr. Miller, Mr. Bartlam stated all of the proposed improvements illustrated in red on the chart, with the exception of the top level ramp that is necessary for exiting, are ADA improvements.

Jack Fiore spoke in regard to scaling down Option 3 to do the visible improvements, such as the restrooms and concessions, as soon as possible instead of waiting several years.

Ann Cerney spoke in regard to her concerns about public awareness of the project and related costs and transparency.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:15 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JANUARY 5, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of January 5, 2011, was called to order by Mayor Johnson at 6:30 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:05 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

Item C-2 (a) was discussion only.

A. Call to Order / Roll call

The Regular City Council meeting of January 5, 2011, was called to order by Mayor Johnson at 7:05 p.m.

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

Absent: None

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

B. Presentations

B-1 Presentation of Lodi Fire Department Commendation Certificate to Ernesto Ochoa (FD)

Fire Chief Kevin Donnelly presented a Certificate of Commendation and smoke detector to Ernesto Ochoa, who awoke to a fire in his home at 845 South Cherokee Lane #38 at 3 a.m. on October 24, 2010, and was able to get his family out of the house safely.

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

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, 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, Council Member Nakanishi, Mayor Pro Tempore Mounce, and Mayor Johnson

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$3,423,571.19 (FIN)

Claims were approved in the amount of \$3,423,571.19.

C-2 Approve Minutes (CLK)

The minutes of December 13, 2010 (Special Joint Meeting), December 14, 2010 (Shirtsleeve Session), December 15, 2010 (Regular Meeting), December 21, 2010 (Shirtsleeve Session), and December 28, 2010 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for Two Replacement of Standby Generators at Northeast and Peterson Park Sanitary Lift Stations (PW)

Approved the specifications and authorized advertisement for bids for two replacement standby generators at Northeast and Peterson Park Sanitary Lift Stations.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase No. 1 (PW)

Approved the plans and specifications and authorized advertisement for bids for Water Meter Program Phase No. 1.

C-5 Adopt Resolution Approving the Purchase of Encoder Receiver Transmitter Equipped ITRON Solid-State Meters from General Pacific, of Portland, OR, and Appropriating Funds (\$47,000) (EUD)

Adopted Resolution No. 2011-01 approving the purchase of encoder receiver transmitter equipped ITRON solid-state meters from General Pacific, of Portland, OR, and appropriating funds in the amount of \$47,000.

C-6 Adopt Resolution Approving the Purchase of a Replacement Bucket Truck from Altec Industries, Inc., of Dixon, CA (\$91,892) (EUD)

Adopted Resolution No. 2011-02 approving the purchase of a replacement bucket truck from Altec Industries, Inc., of Dixon, CA, in the amount of \$91,892.

C-7 Accept Improvements Under Contracts for Grape Bowl All-Weather Surface Project (PW)

Accepted the improvements under contracts for Grape Bowl All-Weather Surface Project.

C-8 Adopt Resolution Authorizing the City Manager to Execute Purchase Order with Shape,

Inc., of Stockton, for Purchase of Flygt Submersible Tailwater Pump (\$24,412) (PW)

Adopted Resolution No. 2011-03 authorizing the City Manager to execute purchase order with Shape, Inc., of Stockton, for purchase of Flygt submersible tailwater pump in the amount of \$24,412.

C-9 Adopt Resolution Establishing the Cost Recovery Fee Schedule for the Annual Permits to Operate with Regard to Fire and Life Safety Inspection Services Established by City Ordinance No. 1808 (FD)

This item was pulled for a separate vote by Council Member Nakanishi based on his desire to not vote in favor of any fee increases.

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-04 establishing the cost recovery fee schedule for the annual permits to operate with regard to fire and life safety inspection services established by City Ordinance No. 1808.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Nakanishi

Absent: None

C-10 Authorize the City Manager to Execute a Rental Agreement Between the City of Lodi and P & K Fitness for Use of 125 North Stockton Street (CM)

This item was pulled by the City Manager and will be brought back for City Council consideration at a future meeting.

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.

Robin Rushing spoke in regard to his disappointment with the City Council's direction to not allow medical marijuana dispensaries in the City of Lodi.

Jim Shoemaker invited the public and the City Council to attend the international film festival to be held at Hutchins Street Square on January 21, 2011.

Alex Aliferis spoke in regard to the census and notifying the public of any fee or tax increases that may be implemented in the new year.

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

Council Member Nakanishi commended staff for the City's technology related advances over the years.

Mayor Pro Tempore Mounce requested that the process associated with board, committee, and commission appointments be brought back to Council for discussion at a future meeting.

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

None.

G. Public Hearings - None

H. Communications

H-1 Appointments to the Lodi Animal Advisory Commission, Recreation Commission, San Joaquin Council of Governments Citizens Advisory Commission, and Post for Remaining Vacancies on Various Boards and Commissions (CLK)

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, to make the following appointments and to direct the City Clerk to post for remaining vacancies on various boards and commissions:

APPOINTMENTS:

Lodi Animal Advisory Commission

Daniel Crownover, term to expire December 31, 2013

Recreation Commission

Rick Morgan, term to expire December 31, 2014

Jeffrey Palmquist, term to expire December 31, 2014

Barbara Wardrobe-Fox, term to expire December 31, 2014

San Joaquin Council of Governments Citizens Advisory Committee

Richard Blackston, term to expire January 1, 2015

POSTINGS:

Lodi Animal Advisory Commission

Two vacancies, terms to expire December 31, 2013

One vacancy, term to expire December 31, 2012

Lodi Senior Citizens Commission

One vacancy, term to expire December 31, 2014

One vacancy, term to expire December 31, 2013

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H-2 Appointments of City Council Members to Fill Vacancies on Various Boards, Commissions, and Committees

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, to make the

following appointments of City Council Members to fill vacancies on various boards, commissions, and committees:

Greenbelt 2x2x2 Committee

Council Member Hansen, unspecified term limit

Northeastern San Joaquin County Groundwater Banking Authority

Council Member Nakanishi, Alternate, unspecified term limit

San Joaquin Council of Governments

Council Member Nakanishi, Alternate, unspecified term limit

Transmission Agency of Northern California

Council Member Nakanishi, Alternate, unspecified term limit

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Adopt Resolution Approving the Joint Use Agreement Between the Lodi Unified School District and the City of Lodi for Reciprocal Use of Facilities for the Term of July 1, 2010 Through June 30, 2020 (PR)

Interim Parks and Recreation Director Jim Rodems provided a brief overview of the proposed joint use agreement between the City and the Lodi Unified School District as outlined in the staff report.

In response to Council Member Hansen, Mr. Rodems reviewed some specifics of the agreement including the increased credit line of \$60,000 for both entities, an agreement reopener if either party does not reach 75% of that amount, the use of the Tokay pool, updated indemnification language, the better defined response times, monthly and quarterly monitoring reports, tracking and scheduling mechanisms, and the ability to adjust the agreement if necessary.

In response to Mayor Pro Tempore Mounce, Mr. Rodems stated larger events are generally scheduled more than 45 days out and, while the agreement will likely prevail for scheduling needs, there may be some opportunity to reschedule if necessary by mutual agreement.

In response to Mayor Pro Tempore Mounce, Mr. Rodems stated the District supplying restrooms and concessions is in addition to that which is supplied by the City.

In response to Mayor Pro Tempore Mounce, Mr. Rodems stated staff will be monitoring usage through monthly audits and quarterly reports.

In response to Mayor Pro Tempore Mounce, Mr. Rodems stated the 75% reopener will allow both parties to correct any imbalances in usage.

In response to Mayor Pro Tempore Mounce, Art Hand, representative for Lodi Unified School District, stated the agreement is a good one and includes everything that both parties know and

can anticipate at the current time.

In response to Mayor Pro Tempore Mounce, City Attorney Schwabauer stated that, if the parties are on the physical calendar, their respective use of facilities will take precedent and prevail over others.

Mayor Pro Tempore Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2011-05 approving the joint use agreement between the Lodi Unified School District and the City of Lodi for reciprocal use of facilities for the term of July 1, 2010 through June 30, 2020.

VOTE:

The above motion carried by the following vote:

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

Noes: Mayor Johnson

Absent: None

I-2 Adopt Resolution Approving Revised City of Lodi Energy Risk Management Policies and Further Appointing Council Member Phil Katzakian as a Member of the Risk Oversight Committee (CA)

City Attorney Schwabauer provided a brief overview of the revised policies, stating the only change is the appointment of Council Member Katzakian to the Risk Oversight Committee.

Mayor Pro Tempore Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2011-06 approving the revised City of Lodi Energy Risk Management Policies and further appointing Council Member Phil Katzakian as a member of the Risk Oversight Committee.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-3 Designation of Two Council Members to Participate in the Selection Process for a New Police Chief (CM)

City Manager Rad Bartlam provided a brief overview of the proposed recruitment efforts associated with the Police Chief position as outlined in the staff report.

In response to Council Member Nakanishi, Mr. Bartlam stated the cost associated with retaining the recruitment firm will be under \$20,000 and the proposed firm specializes in these types of recruitments.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated he is not aware of the firm's prior retention by the City.

Mayor Johnson made a motion, second by Mayor Pro Tempore Mounce, to designate Council Member Hansen and Mayor Pro Tempore Mounce to participate in the selection process for a new Police Chief.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:18 p.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JANUARY 11, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 11, 2011, commencing at 7:00 a.m.

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

Absent: Council Member Katzakian

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

B. Topic(s)

B-1 Receive Fiscal Year 2010/11 Mid-Year Budget Report on Revenues (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the 2010/11 mid-year budget review. Specific topics of discussion included the economic climate, stability of City revenues, General Fund budgeted and mid-year estimates, General Fund bright spots, General Fund detractors, Community Development budgeted and mid-year estimates, Community Development bright spots and detractors, Recreation budgeted and mid-year estimates, Recreation bright spots and detractors, Community Center budgeted and mid-year estimates, Community Center bright spots and detractors, Library budgeted and mid-year estimates, Library bright spots and detractors, Streets budgeted and mid-year estimates, Streets bright spots and detractors, Electric Utility budgeted and mid-year estimates, Electric Utility bright spots and detractors, Water and Wastewater budgeted and mid-year estimates, and Water and Wastewater bright spots and detractors.

In response to Mayor Johnson, Mr. Ayers stated the Dish type of packages are exempt from the franchise fee.

In response to Council Member Hansen, Mr. Ayers stated the franchise fee includes both Comcast and AT&T and U-verse is the smaller number compared to cable.

In response to Council Member Hansen, Mr. Ayers stated the cable franchise is a state operated function and the City no longer has the ability to change the amount.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated staff is trying to get a better handle on what the SB 90 revenue averages as it has gone from zero to \$107,000 over the last few years and one possibility is to not budget any amount in lieu of the State budget uncertainty.

In response to Mayor Johnson, Mr. Ayers stated he is not sure of the specific amount of debt that is written off but those amounts will be covered in the quarterly utility reports.

In response to Council Member Hansen, Mr. Ayers stated the \$1.2 million figure represents the sales tax amount for the Lodi Energy Center.

In response to Council Member Nakanishi, Mr. Ayers stated the strike team and POST reimbursements are reduced as are the expenditures and therefore the amounts are offset.

In response to Mayor Johnson, Mr. Bartlam stated the Bridge program grant is received by the

District and administered by the City but not all schools have the Bridge program. Mr. Bartlam stated for the other schools the City still provides after school services and the numbers depicted reflect that program.

In response to Council Member Hansen, Mr. Ayers stated the traffic congestion grant is received by the City directly and used for street maintenance as well. Mr. Ayers stated there is no revenue shown because it is likely that the State will be borrowing this amount again as it has done in the past.

In response to Council Member Nakanishi, Mr. Ayers stated the Proposition 1B funds are a separate line item within the Streets Fund and the money is received as it is spent on projects.

In response to Council Member Hansen, Public Works Director Wally Sandelin stated the construction on the treatment plant will begin on February 1, 2011.

In response to Mayor Johnson, Mr. Ayers stated for financial reporting debt proceeds are not revenue although for accounting it is revenue. Mr. Ayers provided a brief overview of the accounting and budgetary processes.

In response to Mayor Johnson, Mr. Ayers stated the \$300,000 is the one-time connection fee for the Lodi Energy Center and the ongoing water fee will come in as revenue starting the 2012/13 fiscal year.

In response to Council Member Hansen, Mr. Ayers stated the sales tax reduction estimate is based on past history and consultant estimates, which are based on local knowledge at the time.

In response to Council Member Hansen, Mr. Bartlam stated some of the \$180,000 reduction in sales tax is Costco opening later than anticipated.

In response to Council Member Hansen, Mr. Ayers stated the natural gas franchise fee revenue is tied to consumption and gas prices at the pump are tied to sales tax revenue.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated HdL provides sales tax estimates based on broad categories as opposed to company by company.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated an example of a category that has been hit hard on the sales tax revenue projections is the auto industry.

In response to Council Member Hansen, Mr. Ayers stated the cardroom revenue is estimated to be \$257,000 and is slightly higher than last year.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated staff is continuing to work on a method to examine the audit and self-reporting for the cardroom.

In response to Council Member Nakanishi, Mr. Ayers stated expenditures will be reviewed on February 25, department reorganizations will be reviewed on February 1, adjustments will be reviewed on February 16, and the next budget cycle begins in early May with adoption in June.

In response to Mayor Johnson, Mr. Ayers stated he has yet to review the Governor's budget proposals to determine where the greatest threat will be.

In response to Myrna Wetzel, Mr. Bartlam stated HdL is the firm that tracks sales tax revenue for the City of Lodi.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

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

ATTEST:

Randi Johl  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal Service Center (MSC) Shop Decommissioning Project

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Municipal Service Center (MSC) shop decommissioning project.

**BACKGROUND INFORMATION:** This project, located at the MSC, consists of removal and disposal of the 2,000-gallon waste-oil underground storage tank and related piping, removal and disposal of four hydraulic lifts, removal and salvage of exhaust recovery system, environmental testing of soils and decontamination rinsing fluid, removal and disposal of demolition debris, backfill, compaction, sub-grade prep, concrete placement, and other incidental and related work.

In 2007, City Council awarded a contract for the construction of a new state-of-the-art Transit Vehicle Maintenance Facility located at the MSC to replace the existing shop. The waste oil tank and hydraulic lifts are not planned to be used in the future. Removing them will allow the existing building to be used for a different purpose in the future.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is February 4, 2011. The project estimate is \$45,000.

**FISCAL IMPACT:** This project has already been included in the FY 2010/11 budget.

**FUNDING AVAILABLE:** \$15,000 Water Capital Fund (181)  
\$15,000 Wastewater Capital Fund (171)  
\$15,000 Street Measure K Maintenance (325)

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F. Wally Sandelin  
Public Works Director

Prepared by: Kathryn Garcia, Compliance Engineer  
FWS/KG/dg  
cc: Charles E. Swimley, Jr., Deputy Public Works Director - Utilities  
Dennis Callahan, Fleet Services Manager

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



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving the Purchase of Replacement Motorcycle Vehicle and Appropriate Funds (\$11,200)

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Interim Chief of Police

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**RECOMMENDED ACTION:** Adopt resolution approving the purchase of replacement motorcycle vehicle and appropriate funds in the amount of \$11,200.

**BACKGROUND INFORMATION:** The Police Department budgeted for the replacement of one police motorcycle in FY 2010/11. The department followed the appropriate bidding process and verbally notified the vendor with the lowest bid of the department's intent to purchase the motorcycle. A purchase order, however, was sent in error to the vendor with the second-lowest bid. The difference between the bids was about \$300. Both vendors acted upon the information provided and each procured a motorcycle for the Police Department. The City now has the choice of purchasing both motorcycles, or buy one and risk litigation from the vendor who received the purchase order in error and procured the motorcycle for the City.

Purchase of the second motorcycle will cost \$17,011 plus \$2,000 for the transfer and installation of police equipment. This vehicle would replace 05-043, a 2006 Harley-Davidson Road King that has approximately 40,000 miles and is scheduled to be replaced in the 2011/2012 fiscal year.

The 2006 motorcycle has a trade-in value of \$7,980 for a net cost of approximately \$11,050. Sufficient funding is available in the Vehicle Replacement Fund for this purchase. If approved, the department would not replace a motorcycle in FY 2011/12. Considering these factors, it is recommended that the replacement vehicle be purchased now using funds in the Vehicle Replacement Fund.

**FISCAL IMPACT:** Advancing the vehicle purchase to the current fiscal year reduces projected equipment purchases in FY 2011/12, plus mitigates exposure to potential litigation.

**FUNDING AVAILABLE:** Increase appropriations by \$11,200 in the Vehicle Replacement Fund (1201031.7851). Funding to be provided from fund balance in the Vehicle Replacement Fund.

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

\_\_\_\_\_  
Captain Gary Benincasa  
Interim Chief of Police

GB:JB:sm  
cc: City Attorney

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

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

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST		
TO:	Internal Services Dept. - Budget Division	
3. FROM:	Gary Benincasa	5. DATE: 1/19/11
4. DEPARTMENT/DIVISION: Police		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	120		3205	Fund Balance	11,200
B. USE OF FINANCING	120	1201031	7851	Vehicles and Equipment	11,200

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>Replace a second motorcycle in FY 2010/11. Unit to be replaced is 05-043, 2006 Harley Davidson Road King. Unit was originally scheduled to be replaced in FY 2011/12, but is being advanced to FY 2010/11 due to error in purchasing process related to purchase of scheduled replacement for FY 2010/11.</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: <u><i>Gary Benincasa</i></u></p>

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

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

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING PURCHASE OF REPLACEMENT MOTORCYCLE  
VEHICLE AND APPROPRIATING FUNDS

=====

WHEREAS, the Lodi Police Department budgeted for the replacement of one police motorcycle in Fiscal Year 2010/11 following the appropriate bid process; and

WHEREAS, two vendors were notified in error and each procured a motorcycle for the Police Department, and staff now recommends purchasing both motorcycles to avoid litigation and/or penalties; and

WHEREAS, purchase of the second motorcycle will cost \$11,200 after trade-in and will take the place of a motorcycle designated for replacement in the 2011/12 Fiscal Year budget.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase and appropriation of funds from the 2011/12 Fiscal Year Vehicle Replacement Fund for the additional motorcycle.

Dated: January 19, 2011

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I hereby certify that Resolution No. 2011-\_\_\_\_\_ was passed and adopted by the City council of the City of Lodi in a regular meeting held January 19, 2011, 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:** Adopt Resolution Authorizing the City Manager to Purchase WindMilMap Software from Milsoft Utility Solutions, Inc. of Abilene, Texas (\$25,830)

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to purchase WindMilMap software from Milsoft Utility Solutions, Inc. of Abilene, Texas in the amount not to exceed \$25,830.

**BACKGROUND INFORMATION:** Utilities use modern and comprehensive engineering software to perform engineering analysis in their systems.

On April 15, 2009 the City Council awarded a service contract to RW Beck, Inc. (RW Beck) of Sacramento to perform power systems studies on Lodi Electric Utility's (LEU) electrical distribution system. On May 20, 2009 the City Council approved the purchase of Milsoft Utility Solutions engineering software, which included the basic power systems analysis package with the WindMil Engineering Analysis Tool, LightTable Curve Coordination Software and LandBase Geographical Tool. RW Beck constructed a model of the distribution system of the City using Milsoft per LEU direction. Staff is maintaining the model and performing engineering analysis in-house using Milsoft.

The purchase of WindMilMap will allow the electrical distribution system model to be integrated with the City's Geographical Information System (GIS). Therefore, the model and GIS will be able to use the same database, and changes to the model and/or GIS will not require additional data conversion.

LEU staff recommends the purchase of the WindMilMap software from Milsoft Utility Solutions, Inc. in the amount not to exceed \$25,830. A copy of Milsoft's price quotation is attached.

**FISCAL IMPACT:** Not to exceed \$25,830.

**FUNDING AVAILABLE:** Included in FY2010/11 Budget Account No. 160612.7313

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Jordan Ayers, Deputy City Manager/Internal Services Director

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Demy Bucaneg, Jr. -PE, Assistant Electric Utility Director  
Weldat Haile PE, Senior Power Engineer

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

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO PURCHASE WINDMILMAP  
SOFTWARE FROM MILSOFT UTILITY SOLUTIONS INC.

=====

WHEREAS, on April 15, 2009, the City Council awarded a service contract to RW Beck, Inc. (RW Beck), of Sacramento, CA, to perform power systems studies on Lodi Electric Utility's electrical distribution system; and

WHEREAS, on May 20, 2009, the City Council approved the purchase of Milsoft Utility Solutions engineering software, which included the basic power systems analysis package with the WindMil Engineering Analysis Tool, LightTable Curve Coordination Software, and LandBase Geographical Tool; and

WHEREAS, staff is maintaining the model and performing engineering analysis in-house using Milsoft; and

WHEREAS, the purchase of WindMilMap will allow the electrical distribution system model to be integrated with the City's Geographical Information System (GIS); therefore, the model and GIS will be able to use the same database and changes to the model and/or GIS will not require additional data conversion; and

WHEREAS, staff recommends the purchase of the WindMilMap software from Milsoft Utility Solutions, Inc. in the amount not to exceed \$25,830.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to purchase the WindMilMap software from Milsoft Utility Solutions, Inc., of Abilene, Texas, in the amount not to exceed \$25,830.

Dated: January 19, 2011

=====

I hereby certify that Resolution No. 2011-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 19, 2011, by the following vote:

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

RANDI JOHL  
City Clerk



**Quote**

Quote Number: 39973  
 Date: 12/20/2010  
 Account Manager: Nick Rude  
 Email: nick.rude@milsoft.com  
 Phone: 800.344.5647  
 Valid Until: 02/20/2011

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

**GIS**

Quantity	Product	List Price	Ext. Price
1	WindMilMap - 1st Seat Source of Data is existing WM Model	\$20,000.00	\$20,000.00
GIS Total:			\$20,000.00

**Grand Total**

Subtotal:	\$20,000.00
Discounts Applied - Software Only:	(5%) -\$1,000.00
Reason:	Hometown Connections Discount
<b>Total:</b>	<b>\$19,000.00</b>

## Terms and Conditions

All payment must be made in U.S. Dollars.  
Milsoft products are MultiSpeak compliant, and interfaces with other MultiSpeak compliant products are provided at no charge. Unless otherwise indicated in this quotation, development by Milsoft of any custom interfaces to non-MultiSpeak compliant products may be provided only under Milsoft's specific and prior evaluation, and will be quoted at additional cost. No other interface policy is expressed or implied.

### WindMilMap

#### Price Inclusions/Exclusions

Total price includes WindMilMap. ESRI components and customer database are not included.

#### Terms:

(New Systems - All Seats)

50% upon quote acceptance

40% upon installation

10% upon final acceptance of the system (30 days after completion)

(Future Additional Seats)

100% upon quote acceptance

#### Support & Maintenance

Support/Maintenance will be billed at the rate of 20% of the retail system cost annually. Invoicing will begin 60 days after installation is complete.

#### Installation & Training

Installation is typically accomplished remotely from the Milsoft corporate office. Onsite installation and/or training are available upon the Customers request at the rate of One Thousand Five Hundred U.S. Dollars (\$1,500.00) per day, plus all travel and out-of-pocket expenses.

Additionally, Customer will be invoiced in the amount of Five Hundred U.S. Dollars (\$500.00) per day for required travel days.

Should an onsite pre-installation meeting, or meetings, be required, Customer will be responsible for reimbursement of travel and out-of-pocket expenses only for each Milsoft employee required to attend the meeting. Reimbursement is due upon receipt of invoice.

### Quote Acceptance

This Quote constitutes the entire understanding and agreement between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof. The parties acknowledge and agree that neither of the parties is entering into this Quote on the basis of any representation or promise not expressly contained herein.

Account: Lodi Electric Utility Department

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

Print Name: \_\_\_\_\_

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

PO# (if required): \_\_\_\_\_

To submit this form, please fax it to 325.690.0338 or mail it to:

Milsoft Utility Solutions, Inc.  
4400 Buffalo Gap Rd  
Suite 5150  
Abilene, TX 79606

If you have any questions regarding this quote, please call 800.344.5647 and ask for Nick Rude or email Nick at [nick.rude@milsoft.com](mailto:nick.rude@milsoft.com).



**Quote**

Quote Number: 39974  
 Date: 12/20/2010  
 Account Manager: Nick Rude  
 Email: nick.rude@milsoft.com  
 Phone: 800.344.5647  
 Valid Until: 02/20/2011

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

**GIS**

Quantity	Product	List Price	Ext. Price
1	WindMilMap - Additional Seat	\$5,000.00	\$5,000.00

GIS Total: \$5,000.00

**Grand Total**

Subtotal: \$5,000.00  
 Discounts (5%) -\$250.00  
 Applied -  
 Software Only:  
 Reason: Hometown  
 Connections  
 Total: \$4,750.00

## Terms and Conditions

All payment must be made in U.S. Dollars.

Milsoft products are MultiSpeak compliant, and interfaces with other MultiSpeak compliant products are provided at no charge. Unless otherwise indicated in this quotation, development by Milsoft of any custom interfaces to non-MultiSpeak compliant products may be provided only under Milsoft's specific and prior evaluation, and will be quoted at additional cost. No other interface policy is expressed or implied.

### WindMilMap

#### Price Inclusions/Exclusions

Total price includes WindMilMap. ESRI components and customer database are not included.

#### Terms:

(New Systems - All Seats)

50% upon quote acceptance

40% upon installation

10% upon final acceptance of the system (30 days after completion)

(Future Additional Seats)

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Should an onsite pre-installation meeting, or meetings, be required, Customer will be responsible for reimbursement of travel and out-of-pocket expenses only for each Milsoft employee required to attend the meeting. Reimbursement is due upon receipt of invoice.

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

Print Name: \_\_\_\_\_

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

PO# (if required): \_\_\_\_\_

To submit this form, please fax it to 325.690.0338 or mail it to:

**Milsoft Utility Solutions, Inc.**

4400 Buffalo Gap Rd

Suite 5150

Abilene, TX 79606

If you have any questions regarding this quote, please call 800.344.5647 and ask for Nick Rude or email Nick at [nick.rude@milsoft.com](mailto:nick.rude@milsoft.com).



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Purchase Order with Aqua Aerobics, Inc., of Loves Park, Illinois, for Purchase of Replacement Aqua Disk Filter Media and Frames (\$33,465)

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute purchase order with Aqua Aerobics, Inc., of Loves Park, Illinois, for purchase of replacement Aqua Disk filter media and frames in the amount of \$33,465.

**BACKGROUND INFORMATION:** The Water/Wastewater Division utilizes Aqua Aerobic filters to treat the secondary effluent at White Slough Water Pollution Control Facility to tertiary levels. The tertiary-treated effluent is disinfected and applied to City land during the irrigation season or discharged to the Delta during the non-irrigation season.

In 2000, the State required the City to begin treating its wastewater to tertiary levels. The filtration system was commissioned in 2005 and over the past five years has experienced periodic fouling of the filter media. Buildup of filtered material is normal and addressed during system backwash cycles. The fouling results in excessive backwashing cycles to clean the filter media, however, causing increased maintenance, higher energy costs and reprocessing of backwash flow.

The fouling is caused by a biological growth on the cloth media. Staff has tried several remedies suggested by Aqua Aerobics and has found the most effective solution is to remove the filters and manually clean them at periodic intervals. Purchasing replacement media will reduce equipment downtime, make more effective use of staff time and improve process efficiency.

Aqua Aerobics is the sole source for this type of equipment. Staff recommends Council authorize the City Manager to execute a purchase order with Aqua Aerobics, Inc., for the purchase of replacement filter media and frames in the amount of \$33,465.

**FISCAL IMPACT:** The replacement filter media enhances operational efficiency and reliability.

**FUNDING AVAILABLE:** 2010/11 Wastewater Capital Outlay (172030): \$33,465

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

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

Prepared by Del Kerlin, Wastewater Treatment Superintendent  
FWS/CES/DK/ki

cc: Charles E. Swimley, Jr., Deputy Public Works Director – Utilities  
Del Kerlin, Wastewater Treatment Superintendent

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

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PURCHASE ORDER FOR PURCHASE OF  
REPLACEMENT AQUA DISK FILTER MEDIA AND  
FRAMES

=====

WHEREAS, the Water/Wastewater Division utilizes Aqua Aerobic filters to treat the secondary effluent at White Slough Water Pollution Control Facility to tertiary levels; and

WHEREAS, the filtration system was commissioned in 2005 and over the past five years has experienced periodic fouling of the filter media; and

WHEREAS, buildup of filtered material is normal and addressed during system backwash cycles; however, fouling results in excessive backwashing cycles to clean the filter media, causing increased maintenance, higher energy costs and reprocessing of backwash flow; and

WHEREAS, Aqua Aerobics is the sole source for this type of equipment, and staff recommends City Council authorize the City Manager to execute a purchase order with Aqua Aerobics, Inc., for the purchase of replacement filter media and frames in the amount of \$33,465.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a purchase order in the amount of \$33,465 with Aqua Aerobics, Inc., of Loves Park, Illinois, for the purchase of replacement Aqua Disk filter media and frames.

Dated: January 19, 2011

=====

I hereby certify that Resolution No. 2011-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 19, 2011, 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 Authorizing City Manager to Execute Consent to Assignment by East Bay Building Services and Assumption of Contract by Global Property Services

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Consent to Assignment by East Bay Building Services and Assumption of Contract by Global Property Services.

**BACKGROUND INFORMATION:** On July 7, 2010, East Bay Building Services was awarded a contract to provide janitorial services for Fire Administration, Parks and Recreation Administration, Municipal Service Center, Transit Fleet Shop, and White Slough Water Pollution Control Facility.

East Bay Building Services has notified the City of Lodi that as of February 1, 2011, the company name will change to Global Property Services. The Consent to Assignment and Assumption of Contract form is attached as Exhibit A.

This is a change of business name only, not a change in business ownership. The same East Bay Building Services personnel will continue to serve the City, and staff is confident there will be little or no change to the quality of services received by the City resulting from this change.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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

Prepared by Dennis J. Callahan, Fleet and Facilities Manager

FWS/DJC/pmf

Attachment

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



**Global Property Services**

Exhibit A

### Consent to Assignment and Assumption of Contract

The undersigned acknowledges and consents to the assignment by **East Bay Building Services** of all of its duties under the existing janitorial contract, and the assumption of such duties by **GPS-Global Property Services**, effective February 1, 2011.

Company: GPS-Global Property Services

By: Abdullah Komran

Title: CEO

Dated: 12/21/2010

Reference Contract: Janitorial Services at Municipal Service Center, Transit Fleet Shop, White Slough Water Treatment Plant, Parks & Recreation, and Fire Administration facilities.

City of Lodi: \_\_\_\_\_

By: Konradt Bartlam

Title: City Manager

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney for the City of Lodi

\_\_\_\_\_  
Randi Johl  
City Clerk for the City of Lodi

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
CONSENT TO ASSIGNMENT BY EAST BAY BUILDING  
SERVICES AND ASSUMPTION OF CONTRACT BY  
GLOBAL PROPERTY SERVICES

=====

WHEREAS, on July 7, 2010, East Bay Building Services was awarded a contract to provide janitorial services for Fire Administration, Parks and Recreation Administration, Municipal Service Center, Transit Fleet Shop, and White Slough Water Pollution Control Facility; and

WHEREAS, East Bay Building Services has notified the City of Lodi that as of February 1, 2011, the company name will change to Global Property Services; and

WHEREAS, this is a change of business name only, not a change in business ownership, and staff is confident there will be little or no change to the quality of services received by the City resulting from this change.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Consent to Assignment by East Bay Building Services and Assumption of Contract by Global Property Services.

Dated: January 19, 2011

=====

I hereby certify that Resolution No. 2011-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 19, 2011, 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:** Adopt Resolution Authorizing the City Manager to Enter into a Six-Month Professional Services Agreement with Strategic Power Placements of Conifer, Colorado for Electric Superintendent Services and Administration by the Electric Utility Director (\$67,500)

**MEETING DATE:** January 19, 2010

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to enter into a six-month Professional Services Agreement with Strategic Power Placements of Conifer, Colorado for Electric Superintendent Services, and administration by the Electric Utility Director in an amount not to exceed \$67,500.

**BACKGROUND INFORMATION:** The City Council approved a superintendent position in the FY2010/11 Electric Utility Department (EUD) budget. To date EUD has been unsuccessful in filling this position.

Staff has contacted various electric utility agencies to find a qualified candidate. The American Public Power Association was successful in recommending an individual qualified to perform Electric Superintendent duties through Mycoff, Fry and Prouse Management Services, LLC doing business as Strategic Power Placements (SPP) in Conifer, Colorado.

Staff recommends the City Council adopt a resolution authorizing the City Manager to approve the attached Professional Services Agreement with SPP for Electric Superintendent Services with administration by the Electric Utility Director for six months in an amount not to exceed \$67,500.

**FISCAL IMPACT:** No additional funding is required.

**FUNDING AVAILABLE:** Included in FY2010/11 EUD Budget Account No. 160650.7323.

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Elizabeth A. Kirkley  
Electric Utility Director

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF LODI  
AND  
MYCOFF, FRY & PROUSE MANAGEMENT SERVICES, LLC**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") of January 24, 2011 between Lodi Electric Utility located at Lodi, California and Mycoff, Fry & Prouse Management Services, LLC doing business as Strategic Power Placements (SPP) with offices at 12935 US Highway 285, Conifer, CO 80433

WHEREAS Lodi Electric Utility is engaged in the generation, transmission, and/or distribution of electrical energy; and

WHEREEAS, SPP is qualified and capable of providing interim management consulting services;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be provided:** Lodi Electric Utility engages SPP to provide interim management consulting services and other services (hereinafter referred to as the "Services") as described in Exhibit A. Detailed procedures and practices to be followed while performing the Services, including completion acceptance, shall be as set forth in a project specific task order issued thereunder. SPP will perform the Services at the direction of and on behalf of Lodi Electric Utility.
2. **Independent Contractor:** SPP is an independent contractor and is not an employee of Lodi Electric Utility and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits.
3. **Standard of Care:** SPP will perform Services under this Agreement with the degree of skill and diligence normally practiced in the energy industry. SPP shall comply with all Federal, State, County, City and other governing laws, rules and regulations as applicable to the performance of services under this Agreement including Lodi Electric Utility business practices or other ordinances including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.
4. **Payment:** Lodi Electric Utility agrees to pay SPP for services in accordance with the terms and schedule contained in Exhibit B. Each invoice shall state the basis for the amount invoiced, including services completed, units and costs, and any work performed. Lodi Electric Utility shall pay properly invoiced amounts not more than sixty (30) days after delivery of an invoice.
5. **Changes/Amendments:** This Agreement may not be changed except by written amendment signed by both Parties. Services not expressly set forth in Exhibit A are excluded. SPP shall promptly notify Lodi Electric Utility if changes to the Services affect the schedule, level of effort or payment to SPP. If SPP determines that changes should be made to Exhibit A or Exhibit B, SPP will notify Lodi Electric Utility of such proposed changes in writing, including the effects on the schedule, level of effort and payment for such changes. Thereafter, SPP and Lodi Electric Utility shall agree in writing on which changes, if any, shall be included in an amendment to either Exhibit A or Exhibit B. If SPP is delayed in performing the Services by any act of war, force majeure or other circumstance beyond its control, SPP shall not be considered to be in default of the performance of its obligations under this agreement.

6. **Taxes:** Any and all taxes imposed on SPP's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by SPP. SPP shall be responsible for any taxes or penalties assessed by reason of any claims that SPP is an employee of Lodi Electric Utility, and Lodi Electric Utility and SPP specifically agree that SPP is not an employee or agent of Lodi Electric Utility.
7. **Indemnity:** To the extent permitted by law, SPP agrees to indemnify, defend and hold harmless Lodi Electric Utility directors, officers and employees from and against any and all loss, damage, claims or liability, including reasonable attorney's fees incurred by Lodi Electric Utility in connection with the provision of the Services to the extent arising out of SPP's negligence, willful misconduct or bad faith. To the extent permitted by law, Lodi Electric Utility agrees to indemnify, defend and hold harmless SPP its directors, officers and employees from and against any and all loss, damage, claims or liability, including reasonable attorney's fees incurred by SPP in connection with the provision of this Services to the extent arising out of Lodi Electric Utility negligence, willful misconduct or bad faith.
8. **Limitation of Liability:** To the extent permitted by law, the total liability of SPP to Lodi Electric Utility for any claims arising out of this Agreement, whether caused by negligence errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall be limited to direct damages and shall not exceed one hundred and fifty thousand dollars (\$150,000) or the insurance limits required in Paragraph 9, whichever is greater; provided, however this limitation shall not apply to claims arising from or out of the gross negligence, willful misconduct or bad faith of SPP.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL SPP BE LIABLE TO LODI ELECTRIC UTILITY FOR ANY INTEREST, LOSS OF ANTICIPATED REVENUES, EARNINGS, PROFITS, INCREASED EXPENSES OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATIONS DUE TO LATE COMPLETION OR FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES.

Notwithstanding the forgoing, this damages waiver shall not apply to damages for payments made by Lodi Electric Utility to SPP under this Agreement and nothing in this Agreement shall preclude Lodi Electric Utility from recovering such payments in the event SPP fails to perform the Services provided for under the Agreement.

The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. To the fullest extent allowed by law, releases from, and limitations of, liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

9. **Insurance:** SPP shall, at its own cost and expense, procure and maintain during the entire term of this Agreement, public liability insurance and property damage insurance (issued by an insurance company admitted in the State of California to issue such insurance) naming Lodi Electric Utility as an additional insured against loss or liability caused by or connected with SPP's use of an automobile in the performance of this Agreement. The policy shall meet the insurance requirements for the City of Lodi attached as Exhibit C and incorporated herein.

Additionally, SPP shall, at its own cost and expense, secure and maintain during the entire term of this Agreement, a policy of workers' compensation insurance with statutory limits or provide a waiver certifying

that no employees and/or volunteers subject to the Labor Code provisions will be used in the performance of services under this Agreement.

This insurance shall not be cancelled, limited in scope or coverage or non-renewed until after thirty (30) days written notice has been given to Lodi Electric Utility.

10. **Term and Termination:** The term of this Agreement shall be one year from the date of execution, at which time, it shall either terminate or be extended by written agreement between Lodi Electric Utility and SPP, unless sooner terminated in accordance with this section. Either Party may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other Party. Lodi Electric Utility shall pay SPP for all services rendered to the date of termination plus reasonable expenses for winding down the services. Any payment, indemnity, and work product rights or obligations, shall survive the termination of this Agreement.

11. **Use and Ownership of Work Products:**

- (a) Work Product. As used in this Agreement, the term "Work Product" means any and all materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.
- (b) Lodi Electric Utility shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and SPP obtains no right therein.
- (c) At all times, each party shall retain all of its rights in its drawing details, designs, specifications, databases, software, programs, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property.

12. **Information Provided by Others:** Lodi Electric Utility shall provide to SPP in a timely manner any information needed to perform the services hereunder. SPP may rely on the accuracy of the information provided by Lodi Electric Utility and its representatives.

13. **Dispute Resolution:** SPP and Lodi Electric Utility shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made, to mediate the conflict with a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement, it shall be subject to arbitration under rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be California.

14. **Miscellaneous:**

- (a) This Agreement is binding upon and will inure to the benefit of the Lodi Electric Utility and SPP and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.
- (b) If any term or provision of this Agreement is illegal, invalid, or unenforceable under any present or future law, then, in such event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each term or

provision of this Agreement that is illegal, invalid or unenforceable, there will be added, as a part of this Agreement, a legal, valid and enforceable term or provision as similar in content as possible to such illegal, invalid or unenforceable term. If any provision in the body of this Agreement conflicts with any provision in any exhibit or attachment hereto, the provision contained in the body of the Agreement shall control over any such other conflicting provision.

- (c) This Agreement is entered into in California and shall be governed by, and construed in accordance with, the laws of the State of California.

**15. Signature Clause:**

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

**Lodi Electric Utility**

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

and;

**Strategic Power Placements**

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

Carl A. Mycoff  
Manager  
Strategic Power Placements LLC  
12935 US Highway 285  
Conifer, CO 80433  
(800) 525 9082



## Exhibit A

### SCOPE OF SERVICES

Between

Lodi Electric Utility  
and  
Strategic Power Placements ("SPP")

Pursuant to the terms and conditions of the Professional Services Agreement ("Agreement") executed and made effective as of January 24, 2011 by and between Lodi Electric Utility and SPP, SPP will provide Maury J. Blalock for Interim Electric Superintendent Services to Lodi Electric Utility from January 24, 2011 until July 24, 2011 to work under the direction of Lodi Electric Utility.

#### OVERVIEW

Under general direction, assigns and supervises the activities of the electric systems for Lodi's Electric Utility Department. Performs a variety of professional office and field work relating to construction and maintenance of electric utility systems, substations, communication network, metering and control systems. Provides administrative direction and technical assistance and training to division staff, and does related work as required.

#### KNOWLEDGE OF

Methods, materials, and tools used in construction, maintenance and repair of power substations, transformers, circuit breakers, surge arresters, battery systems, capacitor banks & associated controls, generator & appurtenances, protective relays and devices, SCADA systems, motor controllers, process control and instrumentation devices, metering, security & alarm systems and solid state and micro-processor systems;

Detailed analysis of power outages and protective device indications;

Instrumentation, specialized testing equipment and precision tools;

Power equipment diagnostic testing and interpretation of test results;

Effective grounding system, ground potential rise, synchronizing systems, load shedding & reclosing control systems, phase shifters, different HV/MV bus configurations, parallel system operations, power quality analysis, instrument transformers, three-phase & single-phase power systems;

Electrical and environmental codes, laws, and safety rules associated with power substation and other high and medium voltage work;

Reliability standards applicable to electric utility systems;

Principles of supervision, training, and performance evaluation;

Safe work practices and procedures;

Record keeping and reporting procedures.

**ABILITY TO**

Plan, organize and supervise the day-to-day activities of the Substation Maintenance Section and the Metering Section;

Work independently;

Supervise, train and evaluate subordinates;

Maintain work and operational records and prepare technical reports;

Use tools, equipment, and software employed in the course of work in the Substations and the office;

Prepare clear, concise and complete technical documents, reports and correspondence;

Communicate clearly and concisely.

Work safely in a 60kV environment;

Participate with various City departments and outside agencies in the planning and design of electric facilities;

Establish and maintain effective working relationships with those contacted in the course of work.

**DISTINGUISHING CHARACTERISTICS**

This is a supervisory level position directly responsible for the activities of the Substation Maintenance Section and the Metering Section. The Electric Superintendent is distinguished from the Electrical Technician and the Metering Technician and Electricians in that the incumbent must possess a thorough technical and working knowledge of power substations, electric systems, protection systems, reliability compliance, communications, metering and control systems, their components, devices and functions including computer and computer-based SCADA, digital fault recorder, modem, telemetry, intelligent electronic devices (IED), fiber optics, remote terminal units, programmable logic controllers, multiplexers, digital substation technology, microprocessor-based test and process control equipment, system hardware, software and network components, network protocols and integration, single-phase and multi-phase configuration.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the Assistant Electric Utility Director or designee. Supervises Electrical Technician, Metering Electrician and others as assigned.

**EXAMPLES OF DUTIES**

Duties may include, but are not limited to, the following:

Coordinates assignments with Electric Utility Department and other Departments' staff;

Directs, trains, evaluates, and, coordinates in the construction, maintenance, troubleshooting, repair and operation of power substations and meters;

Performs pre- and post-inspections of electrical construction and maintenance tasks;

Specifies special materials and equipment needed for all phases of substation and metering work within the city;

Reviews and comments on plans and specifications submitted by contractors and consultant engineer;

Participates in the design of electrical systems for power substations and municipal facilities;

Develops and maintains preventive maintenance programs and records;

Implements the hazardous materials handling, recordkeeping and coordination internally and with governing agencies;

Directs, trains, and evaluates technical staff in the maintenance, calibration, troubleshooting, and repair of power substation equipment, municipal electric facilities, SCADA systems, process control and instrumentation devices, metering and other computer and electronic-based systems;

Recommends & implements safety procedures, training and guidelines; acquires necessary protective gear, tools and devices to enhance personnel and equipment safety;

Interacts with customers when solving power quality and metering problems;

Participates in budget preparation; implements the Division's policies, procedures, and practices;

Performs the duties of Electrical Technician, as needed;

Performs other duties related to the safe, reliable operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.



**Exhibit B**

**COMPENSATION**

For the first six months of this Agreement, Maury J. Blalock will perform work under this Agreement at a monthly rate of \$11,250, which includes all SPP costs, as well as, travel and per diem expenses. After July 24, 2011 Lodi Electric Utility can elect to enter into an amendment for another interim placement should Lodi Electric Utility determine it has additional personnel needs. In such an event, SPP will work to identify qualified interim candidates; any professional fees to be charged for additional interim placements will be negotiated.

## Exhibit C

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

1. **COMPREHENSIVE GENERAL LIABILITY**  
\$2,000,000 Ea. Occurrence  
\$4,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**  
Proof of coverage with limits not less than \$1,000,000 combined single limit and naming the CITY, by separate endorsement, as an additional insured.
3. **PROFESSIONAL ERRORS AND OMISSIONS**  
Not less than \$1,000,000 per Claim. Certificate of Insurance only required.

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

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

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

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

RESOLUTION NO. 2011-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIX  
MONTH PROFESSIONAL SERVICES AGREEMENT WITH  
STRATEGIC POWER PLACEMENTS OF CONIFER, CO FOR  
ELECTRIC SUPERINTENDENT SERVICES AND  
ADMINISTRATION BY THE ELECTRIC UTILITY DIRECTOR

=====

WHEREAS, the City Council approved a superintendent position in the FY2010/11 Electric Utility Department (EUD) budget; and

WHEREAS, to date EUD has been unsuccessful in filling this position; and

WHEREAS, staff has contacted various electric utility agencies to find a qualified candidate; and

WHEREAS, the American Public Power Association was successful in recommending an individual qualified to perform Electric Superintendent duties through Mycoff, Fry and Prouse Management Services, LLC doing business as Strategic Power Placements (SPP) in Conifer, CO.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to enter into a six month Professional Services Agreement with Strategic Power Placements of Conifer, CO for Electric Superintendent Services and administration by the Electric Utility Director in an amount not to exceed \$67,500.

Dated: January 19, 2011

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I hereby certify that Resolution No. 2009- was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 19, 2011, 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:** Authorize the City Manager to Execute a Rental Agreement Between the City of Lodi and P & K Fitness, for Use of 125 N. Stockton Street

**MEETING DATE:** January 19, 2011

**PREPARED BY:** City Manager

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**RECOMMENDED ACTION:** Authorize the City Manager to execute a rental agreement between the City of Lodi and P & K Fitness for use of 125 N. Stockton Street.

**BACKGROUND INFORMATION:** The City of Lodi has owned the above-referenced property since 2000. The City previously rented the space to Jazzercise which terminated occupancy in 2009.

P&K Fitness is desirous of leasing the space to use it for their business, Crossfit. Crossfit is an alternative fitness concept which uses basic equipment and exercise strategies with personalized training.

The term of the agreement is three years with two two-year options. P&K will be making tenant improvements to the building including restroom and shower facilities. The lease rate is proposed to be reduced for the first two years as a way of off-setting the improvements being made by the tenant.

**FISCAL IMPACT:** Lease revenue for the Parks and Recreation Department.

**FUNDING AVAILABLE:** Not applicable.

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Konradt Bartlam  
City Manager

Attachment: Rental Agreement  
cc: City Attorney

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

**RENTAL AGREEMENT**  
**111 N Stockton Street, Suite B**  
**Lodi, California**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of March, 2010 by and between the CITY OF LODI, a municipal corporation, (hereinafter "Owner"), and P & K Fitness of Lodi, a California Limited Liability Company hereinafter ("Tenant").

WITNESSETH:

1. **PROPERTY:** That for and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by Tenant, Tenant does hereby rent from Owner, the premises located at 111 N. Stockton Street, Suite B, Lodi, California and all improvements thereto (the "Property") for the operation of P & K Fitness of Lodi.
2. **TERM:** The term of this Agreement begins on February \_\_, 2011 ("Commencement Date") and shall continue until February \_\_, 2014. Tenant shall have two options to renew this agreement for consecutive two year terms on the terms set forth in this agreement and at the rates set forth in paragraph 3 of this agreement. Both options must be exercised in writing by tenant at least 90 days before the expiration of the then current term.
3. **RENT:** In consideration of this Agreement, Tenant agrees to pay to Owner as rent for the Property the sum amounts set forth below, due and payable by the 1<sup>st</sup> day of each month, commencing on March 17, 2010. A late charge of \$60 may be assessed for any payment more than 10 days past due. Rental payments shall be directed to the City of Lodi, Attn: Parks & Recreation Department, 125 N. Stockton Street, Lodi, California, 95240, for processing and shall be paid without prior notice or demand to Tenant. Tenant acknowledges that the rent is prorated in acknowledgement of tenant supplied tenant improvements to the property set forth in Paragraph 29. Lease payments shall be waived until the completion of the tenant improvements called for in this Agreement. Lease payments shall be prorated for any partial month after the issuance of the final building permit.  
  
Months 0-24: \$1825.00/month  
Months 24-36: \$3650.00/month  
Months 36-60: \$4015.00/month (First Option Period)  
Months 60-84: \$4380.00/month (Second Option Period)
4. **USE/USE PROHIBITED:** The property shall be used solely for the purpose of carrying on the business of P & K Fitness of Lodi. Tenant shall not use any portion of the Property for purposes other than those specified herein, and no use shall be made or permitted to be made upon the Property, nor acts done, which will increase the existing rate of insurance upon the Property, or cause cancellation of insurance policies covering the Property. Tenant shall not conduct or permit any sale by auction on the Property.
5. **ORDINANCES AND STATUES:** It is further understood and agreed by Tenant that Tenant must comply with all present and future laws, ordinances, rules, and regulations promulgated by any governmental authority of competent jurisdiction regulating the type of business to be conducted on the Property during the term of this Agreement and any

extension thereof. Tenant shall use and occupy the Property in a quiet, lawful, and orderly manner. The commencement of pendency of any state or federal court abatement proceeding affecting the use of the Property shall, at the option of the Owner, be deemed a breach hereof.

6. **SIGNS:** Owner reserves the exclusive right to the roof, side and rear walls of the Property. Tenant shall not construct any projecting sign or awning without prior written consent of Owner which consent shall not be unreasonably withheld. It is agreed that Tenant will post "Hours of Operation" signs on the doors of the Property. All signs and locations of signs must be approved by the City of Lodi Parks & Recreation Director. All costs associated with the purchase and installation of signs shall be the responsibility of Tenant.
7. **ABANDONMENT OF PROPERTY:** Tenant shall not vacate or abandon the Property at any time during the term hereof, and if Tenant shall abandon or vacate the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant left upon the Property shall be deemed to be abandoned, at the option of Owner.
8. **TRADE FIXTURES:** Any and all improvements made to the Property during the term hereof shall belong to the Owner, except trade fixtures of the Tenant. Tenant may, upon termination hereof, remove all trade fixtures, but shall repair or pay Owner for all repairs caused by damage to the Property occasioned by the removal of such trade fixtures.
9. **DESTRUCTION OF THE PROPERTY:** In the event of a partial destruction of the Property during the term hereof, from any cause, Owner shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Agreement, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Property. If such repairs cannot be made within sixty (60) days, Owner, at his option, may make the same within a reasonable time, this Agreement continuing in effect with the rent proportionately abated as aforesaid, and in the event that Owner shall not elect to make such repairs which cannot be made within sixty (60) days, this Agreement may be terminated at the option of either party.

In the event that the building in which the Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Owner may elect to terminate this Agreement whether the Property be injured or not. A total destruction of the building in which the Property may be situated shall terminate this Rental Agreement.

In the event of any dispute between Owner and Tenant with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

10. **INSOLVENCY:** In the event a receiver is appointed to take over the business of Tenant, or in the event Tenant makes a general assignment for the benefit of creditors, or Tenant takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this Agreement by Tenant.

11. **REMEDIES OF OWNER ON DEFAULT:** In the event of any breach of this Agreement by Tenant, Owner may, at its option, terminate this Agreement and recover from Tenant: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Owner for all detriment proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

Owner may, in the alternative, continue this Agreement in effect, as long as Owner does not terminate Tenant's right to possession, and Owner may enforce all his rights and remedies under this Agreement, including the right to recover the rent as it becomes due under this Agreement. If such breach continues, Owner may, at any time thereafter, elect to terminate this Agreement.

Nothing contained herein shall be deemed to limit any other rights or remedies which Owner may have.

12. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of Owner. Tenant, shall carry Worker's Compensation Insurance and observe all laws and regulations applicable to employers in the State of California.
13. **BUILDING MAINTENANCE:** Building Maintenance (Janitorial Services) shall be the responsibility of Tenant.
14. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement or sublet any portion of the Property without prior written consent of the Owner, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Owner, may terminate this Agreement.
15. **ENTRY AND INSPECTION:** Tenant shall permit Owner or Owner's agents to enter upon the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. **MAINTENANCE, REPAIRS, ALTERATIONS OR ADDITIONS:** Tenant acknowledges that the Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Property in good and safe condition, including plate glass, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and' common areas which shall be maintained by Owner. No repairs, alterations or additions to the Property shall be made without prior written consent of Owner. Prior to the commencement of any substantial repair, improvement, or alteration, Tenant shall give Owner at least two (2) days written notice in order that Owner may post appropriate notices to avoid any liability for liens. Tenant shall not commit any waste upon the Property, or any nuisance or act which may disturb the quiet enjoyment of any tenant of

Owner. Any concerns shall be submitted in writing to the Parks & Recreation Director, City of Lodi, P. O. Box 3006, Lodi, CA 95241.

17. **SURRENDER OF PREMISES:** Tenant shall, at the termination of the Agreement hereby created, or upon the earlier termination hereof for any reason, or upon the extension of the term herein set forth, quit and surrender the Property in good order, condition, and repair, reasonable wear and tear and acts of God or fire excepted.
18. **FEES:** Tenant shall pay all license fees, or other fees or taxes, including possessory interest taxes, levied by any governmental agency which may be imposed upon the business of Tenant or its subtenant conducted upon the Property.

If any of the above charges are assessed against the Property, and because of said assessment, the Owner pays the same, the Owner will have the right to, regardless of the validity of any such levy, demand that Tenant repay to Owner all taxes and other assessments so levied against Owner.

19. **UTILITIES:** Owner agrees that it shall be responsible for the payment of all utilities, including water, wastewater, gas, and electricity. However, Tenant shall reimburse Owner's gas and electricity costs that exceed \$200.00 per month within 30 days of receiving an invoice from the City of Lodi. During the term of this Agreement, and any extension thereof, it is understood and agreed by the parties hereto that Tenant shall be responsible for the installation, maintenance and cost of any telephone lines that are required to operate its business, and solid waste removal, at no cost to Owner.
20. **MECHANIC'S LIEN:** Tenant agrees to keep the Property free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Tenant shall not create, or suffer to be created, any lien or encumbrance on the Property.
21. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** Tenant, at its expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Owner with minimum coverage of \$3,000,000 each occurrence. More particularly described as follows:

Tenant agrees to indemnify, defend and save harmless Owner from and against all claims of whatever nature arising from any act, omission, or negligence of Tenant or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the Property of any person, occurring during the term thereof, in or about the Property where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

Tenant agrees to maintain in full force during the term hereof a policy of public liability insurance under which Tenant is named as insured, and containing an additional named insured endorsement naming Owner as an additional insured, and under which the insurer agrees to indemnify and hold Tenant and Owner harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or

about the Property, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant, or Tenant's agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 (One Million Dollars). In addition to the additional named insured endorsement on Owner's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

To the maximum extent permitted by insurance policies which may be owned by Owner or Tenant, Owner and Tenant, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Owner within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Agreement, shall apply and be construed as applying to any subtenant of Tenant.

22. **BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY:** If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of the premises, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then Owner may, without notice or demand, terminate this Agreement and forthwith reenter and repossess the Property, and remove all persons therefrom, and under no circumstances shall this Agreement be assignable or transferable by operation of law.
23. **ATTORNEY'S FEES:** In case suit should be brought for recovery of the Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.
24. **WAIVER:** Failure of Owner to insist upon performance of any of the terms or conditions of this Agreement in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Tenant's obligations to such future performance shall continue in full force and effect. The receipt by Owner of rent, with the knowledge of the breach of this Agreement or condition hereof, shall not be determined to be a waiver of any such breach.
25. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or Owner at the address shown below, or at such other places as may be designated by the parties from time to time as provided herein.

**OWNER:**

**TENANT:**

Parks & Recreation Director  
City of Lodi  
P. O. Box 3006  
Lodi, California 95241

P & K Fitness of Lodi LLC  
5252 Bear Creek Road  
Lodi, California 95240

26. **HOLDING OVER:** If applicable under this Agreement, any holding over after the expiration of this Agreement, with the consent of Owner, shall be construed as a month-to-month tenancy at a rental of 110% of the most recent rental rate per month, otherwise in accordance with the terms hereof, as applicable.
27. **TIME:** Time is of the essence of this Rental Agreement.
28. **HEIR, ASSIGNS, SUCCESSORS:** This Rental Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
29. **TENANT IMPROVEMENTS:**
- a. **Tenant Improvements.** Tenant Improvements for Building shall be provided for and funded by The Tenant. Construction of Tenant Improvements shall commence upon issuance of a building permit by CITY. Title to all tenant improvements listed in this paragraph shall immediately vest in Owner. Tenant Improvements shall be constructed in similar form and content to The Plan attached to this Lease as and shall include, but not be limited to, the following components:
    - i. Addition of a second bathroom and renovation of existing bathroom to meet current building code requirements, including but not limited to ADA compliance. Bathrooms will have two ADA compliant showers with dressing rooms, lockers and vanities.
    - ii. Tenant shall install tankless water heaters.
    - iii. Tenant shall install interior improvements to bring the facility up to all current ADA accessibility standards.
  - b. **Construction Timeline.** The parties anticipate that Tenant Improvements will be completed within three (3) months of the execution of this Lease, but in no event shall such improvements be completed later than April 30, 2011. Failure to complete construction of Tenant Improvements as set forth above shall be deemed a material breach of this Lease.
  - c. **Title to Improvements:** Immediately upon completion of the Improvements Title thereto shall vest in City. All improvements shall be left in place upon the termination of this Agreement.
30. **OWNER'S LIABILITY:** The term "Owner" as used in this paragraph, shall mean only the owner of the real property. In the event of any transfer of such title or interest, the Owner named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Owner's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Owner or Grantor at the time of such transfer

shall be delivered to Grantee. Owner's aforesaid obligations shall be binding upon Owner's successors and assigns only during their respective periods of ownership.

- 31. ACCEPTANCE OF THE PROPERTY: Tenant has examined the Property knows the conditions thereof, and accepts possession thereof in its present condition.
- 32. CONTRACT: This written agreement constitutes the entire agreement between the Tenant and Owner, and no representation or agreement, whether oral or written, unless expressed herein, shall be binding on either Tenant or Owner.

IN WITNESS WHEREOF, Owner and Tenant have executed this Agreement on the date and year first above written.

"OWNER"

"TENANT"

CITY OF LODI, a municipal corporation

P & K Fitness of Lodi LLC

\_\_\_\_\_  
Konradt Bartlam  
City Manager

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Randi Johl  
City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Set Public Hearing for March 16, 2011 to Consider Adopting Resolution Setting Residential Meter Installation Charges

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Set public hearing for March 16, 2011 to consider adopting resolution setting residential meter installation charges.

**BACKGROUND INFORMATION:** The City Council, on October 20, 2010, approved capping the property owner payment at \$300 for the residential portion of the Water Meter Program. At the same time, the City Council approved a seven-year construction schedule (2011 – 2017); an optional lump-sum payment period from April 1, 2011 through June 30, 2011; a three-year monthly installment payment program beginning July 1, 2011; and a payment assistance program for very low- and low-income property owners.

Proposition 218 requires that notifications be sent to the property owners 45 days prior to the public hearing. The notices will advise the property owners of the \$300 charge per meter and the payment options. A draft version of the notice is provided in Exhibit A. At this time, the charge applies only to single-family detached, duplex, triplex, and fourplex residential properties. These notices will be sent once the public hearing date has been set.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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F. Wally Sandelin  
Public Works Director

FWS/pmf  
cc: Steve Mann, Information Systems Manager

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

**Proposition 218 notification and hearing process**

The Lodi City Council will consider a one time proposed water meter installation fee at a public hearing at 7 p.m. Wednesday, March 16, 2011, at the Carnegie Forum, 305 W. Pine St., Lodi.

Proposition 218 requires that the City provide a notice of the proposed fee to all property owners forty-five (45) days prior to holding a public hearing. If a majority of the property owners file oppositions to the infrastructure charge, the infrastructure charge will not take effect. Property owners and renters who pay their water bill may file a written and signed protest against the proposed increases with the City Clerk at or before the close of the public hearing. A protest must contain a description of the property owned sufficient to identify the property (The address or assessor's parcel number is shown on this mailing).

If you own more than one parcel, you may file a single protest but it must identify each parcel you own or rent. If the name on the written protest is not shown on the last equalized assessment roll of San Joaquin County as the owner of the property or on the utility account, the signer of the protest must also submit written evidence of ownership or renter-ship and utility infrastructure charge responsibility.

The City of Lodi proposes to establish a fee and payment schedule to fund the installation of water meters. The Water Meter infrastructure charge is proposed to be set at \$300.00 per meter installation and proposed to be assessed against all single family homes and two, three and four unit residential buildings that are currently separately served. The charge will be due by June 30, 2011. Properties not paying by June 30, 2011 will be automatically enrolled in a thirty-six month installment plan bearing interest at the Local Agency Investment Fund rate as of December 2010 plus 1 percent for a total interest rate of 1.46 percent. Payments would total \$8.52 per month.

Properties that have already paid for a meter will not be charged anything for their meter installation. Properties that installed their own meters will be refunded the difference between their installation costs and \$300.00. If you have questions about the fee or a refund, please call the Public Works Department at 333-6706 between 8 a.m. and 5 p.m., Monday through Friday.

At the public hearing, Council shall hear all protests and tabulate the ballots. One written protest per parcel, filed by the owner or tenant (paying the utility charge) of the parcel shall be counted in calculating a majority protest to a proposed new fee or charge subject to the requirements of Section 6 of Article XIII D of the California Constitution. If the votes conflict, the City will count the no vote.

## EXHIBIT A

Written protests may be mailed to:

City of Lodi

Attn: City Clerk

P O. Box 3006

Lodi, CA 95241-1910

Written protests may also be delivered in person to the City Clerk, 221 West Pine Street, Lodi, or at the public hearing.

The rate increases are being proposed in order to recover the cost of providing the meter.

The meter \$300.00 infrastructure charge was established using the latest contract costs for meter purchases.

If you have any questions about this notice, please call the Public Works Department at 333-6706 between 8 a.m. and 5 p.m., Monday through Friday.

RANDI JOHL, City Clerk

City of Lodi

**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:** Post for Vacancies on the Lodi Arts Commission and Library Board of Trustees  
**MEETING DATE:** January 19, 2011  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Direct the City Clerk to post for vacancies on the Lodi Arts Commission and Library Board of Trustees.

**BACKGROUND INFORMATION:** The City Clerk's Office received notification that Lodi Arts Commissioner Daesa Hoppie has resigned, leaving a total of two vacancies on this Committee. In addition, Library Board trustee George Neely was recently elected to the Lodi Unified School District board, which resulted in his resignation from the Library Board. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. Therefore, it is recommended that the City Council direct the City Clerk to post for the vacancies shown below.

**Lodi Arts Commission**

Jennifer Walth Term to expire July 1, 2012  
Daesa Hoppie Term to expire July 1, 2013

**Library Board of Trustees**

George Neely Term to expire June 30, 2013

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/JMR

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Monthly Protocol Account Report  
**MEETING DATE:** January 19, 2011  
**PREPARED BY:** City Clerk

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**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, 2010.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

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Randi Johl  
City Clerk

RJ/JMR

Attachment

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





**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Provide Staff Direction Regarding Drafting Local Hiring Ordinance

**MEETING DATE:** January 19, 2011

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

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**RECOMMENDED ACTION:** Provide staff direction regarding drafting local hiring ordinance.

**BACKGROUND INFORMATION:** The City Attorney's office was asked by Mayor Pro Tempore Mounce to research and present initial options for a local hiring ordinance. It is important to recognize at the outset however, that there are a number of legal impediments to the most direct form of a local hiring program: simply requiring contracts to be awarded only to businesses located in the city, or businesses that have a specified percentage of employees residing in the city.

There are a number of legal obstacles to such ordinances. Public Contracts Code Section 20162 requires General Law cities such as Lodi to award Public Works contracts (generally meaning the construction, repair, or improvement of a public building, or public infrastructure) to the lowest bidder. The Code makes no exception based on a preference for local residents. Moreover, a number of courts have concluded that local hiring ordinances may violate the Equal Protection Clause, the Commerce Clause of the U. S. Constitution, and the California Constitution's right to work and travel. (*United Bldg & Construction Trades v. City of Camden* 79 L.Ed 2d 249 (1984) and *Cooperrider v. Civil Service Commission* 97 Cal App 3d 495 (1979).)

The Charter City of San Francisco's local hiring ordinance survived constitutional challenge however, because it was allegedly designed to remedy the competitive disadvantages faced by businesses housed in San Francisco (namely high cost) and not by a general desire to favor local residents over those outside the City and County of San Francisco. (*Associated General Contractors v. City and County of San Francisco* 813 F. 2d 922 (9th Cir. 1987).

To address these challenges some cities have adopted ordinances that require good-faith efforts by contractors to hire workers who reside locally. Typically these ordinances do not require a quota, but instead operate similarly to the Disadvantaged Business Outreach requirements frequently imposed as a condition of federal funding and familiar to many large-scale contractors. Simply put, a contractor and its subcontractors are required to advertise locally in an effort to hire local workers for the public project, and are required to supply evidence that it has done so. Examples of such programs from Pasadena and Stockton are attached as exhibits A and B.

Given Lodi's smaller population, staff requests direction regarding both the goal percentage for local hires and the definition of local residents. It may be unrealistic to assume that Lodi alone has a sufficient supply of plumbers, framers, masons and other trades to supply 50-percent of the work force for a major public project. It is unknown whether a number of contractors that would commonly be considered local, such as A.M. Stephens, F&H Construction, Ford, DSS, and Diede Construction, employ a sizeable number of local workers. One alternative is to broaden the definition of local resident to San Joaquin

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

Konradt Bartlam, City Manager

County, or another geographic area. Informal discussions with employees of these firms suggest that between 20 and 40 percent of their workers actually reside in Lodi and most felt they would have a hard time finding sufficient workers residing in Lodi to meet a 50-percent goal. At this stage, staff suggests that Council first give direction regarding whether it desires to pursue a local hiring preference. If Council does want to pursue the ordinance, staff recommends Council direct Public Works, Electric Utility, and the City Attorney's office to conduct open meetings with the construction industry. The meetings will be intended to explore concerns regarding the ordinance to insure that however it is ultimately crafted it operates effectively. Staff will then return with further recommendations if Council desires to pursue the ordinance.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Stephen Schwabauer  
City Attorney

# EXHIBIT A

## ARTICLE 15 LOCAL WORKFORCE UTILIZATION PLAN

### § 15.1 Objective

§ 15.1.1 The Pasadena community is funding the City Hall Seismic Retrofit Project and the City wishes to provide all local subcontractors, businesses and residents the opportunity to participate in the renovation of the City Hall building. The purpose of the Local Workforce Utilization Plan is to communicate the objectives that the Contractor is expected to achieve and procedural requirements which are considered a minimum. The Contractor is to develop and coordinate proactive outreach programs to ensure that local residents, subcontractors and businesses are informed and involved in the ongoing procurement, employment and construction opportunities on the Project. The Local Workforce Utilization Plan focuses on three program goals: 1) local hiring, 2) local business participation through supplying goods and services, and 3) local workforce development. The Contractor and the City will mutually establish goals for local hiring which the contractor shall make every good faith effort to meet.

### § 15.1.2 Local Workforce Utilization and Hiring

GOAL: Compile a workforce that hires from the tremendously talented and diverse Pasadena community. The City and the Contractor shall establish a goal for local hiring that is based upon the types of skills needed to complete the project.

- .1 Program Requirements: Local Workforce Utilization Plan work efforts are to include, but are not limited to:
  - a. Contractor/subcontractor will prepare a monthly workforce utilization showing the employees' name, hours worked, trade, and residence. Contractor will prepare a monthly summary report for cumulative workforce for entire project.
  - b. Contractor/subcontractor will notify, in writing, local unions and/or employment organizations, as appropriate, of available positions and request referral of local applicants.
  - c. Contractor/subcontractor will maintain a list of all applicants, their address and interview result.
- .2 The distribution of outreach information shall include, but not be limited to the following locations/groups:
  - a. Chamber of Commerce
  - b. African American Chamber of Commerce
  - c. NAACP
  - d. Urban League
  - e. Latinos for Economic Awareness and Development
  - f. Career Services One Stop Center
  - g. Neighborhood Connections
  - h. Church Network
  - i. Libraries/Community Centers
  - j. Local Construction Material Stores
  - k. Pasadena Women at Work
  - L. Pasadena Armenian Community Center

### § 15.1.3 Local Business Participation

GOAL: Purchase goods and materials from local suppliers where available and utilize local subcontractors in the performance of the work. City and Contractor to establish a target goal

based upon a review of goods and services utilized on the project for which local companies and suppliers exist.

- .1 Program Requirements: Local Workforce Utilization Plan work efforts are to include, but are not limited to:
  - .1 A minimum of three (3) Business Opportunities Fairs (BOF) are to be conducted from the date of the Notice to Proceed through the duration of the project. The first BOF is to be initiated within two weeks following the date of the Notice to Proceed and shall include, but not be limited to the following:
    - a. The BOF will be held at a convenient community facility.
    - b. The BOF will provide information to businesses on subcontract scopes of work and bid requirements that will be available at the Project.
    - c. The Contractor will provide pre-bid forms to be completed and returned to the Contractor for input into the database.
    - e. Require attendance of all major subcontractors, project staff, and members of the Contractor estimating and purchasing teams.
    - f. Contractor staff attending the BOF will be prepared to have one-on-one discussions with individuals regarding scopes of work, proposal requirements, bonding information and financing information.
    - g. The BOF is to be advertised in local newspapers, local radio stations, trade and focus publications and the Project website. Information advertised will include but is not limited to Project website, brief information about the Project, direct phone number, mailing address and fax number for solicitation of bids. Advertisements will be completed prior to each major construction activity (e.g., excavation, foundation, mechanical, electrical, plumbing).
  - .2 The Contractor will work in conjunction with local community organizations, including MBE/WBE/DBE/LBE/OBE to identify local subcontractors with interest in the Project. Local contractors identified are to be added to the Contractors master database.
  - .3 Contractor will develop a list of work under \$100,000 for work that subcontractors and businesses in the local database could be competitive.
  - .4 Using the City's outreach data as a starting point, Contractor is to create and maintain a master database of qualified individuals, subcontractors and businesses throughout the duration of the Project. The database is to include current information regarding local Pasadena individuals, subcontractors bidding the Project, contact names, phone and fax numbers, addresses and other information collected on the Subcontractor Information Form and the Construction Outreach Contact Sheet.
  - .5 The Contractor is to provide a Subcontractor's Handbook for all interested subcontractors and suppliers. The handbook should include, but not be limited to:
    - a. Descriptions of subcontractor requirements
    - b. Calendar of local outreach program dates
    - c. Local Business certification process
    - d. Anticipated bid and purchase schedules
    - e. Requisition/payment procedures
    - f. Bonding seminars
    - g. Regional resources for business assistance
    - h. Contractors' associations
  - .6 The CONTRACTOR will provide assistance to local Pasadena companies, including MBE/WBE/DBE/LBE/OBE firms, relative to obtaining plans and

specifications, reviewing sub-bid requirements, and referrals for bonding and insurance requirements.

#### **§ 15.1.4 Local Workforce Development**

GOAL: Provide an opportunity for interested Pasadena residents to learn how to obtain positions in the construction trades.

- .1 Program Requirements: Local Workforce Utilization Plan work efforts are to include, but are not limited, to conducting seminars which include representatives from groups such as construction trade organizations, California Department of Apprenticeship Standards, subcontractors, trade schools, etc. as a means of informing interested residents as to how to begin a career in construction.

#### **§ 15.1.5 Outreach Coordinator**

Contractor shall provide a full-time, onsite Outreach Coordinator (Coordinator) for the Project, whose principal duty is to facilitate local community participation in the Project and to provide public outreach. The job shall commence within thirty (30) days of Notice to Proceed, and shall last for the duration of the Project. The duties and responsibilities of the Coordinator shall include, but not be limited to, the following:

- .1 Be responsible for monitoring and coordinating overall compliance of the Contractor, subcontractors and suppliers, including, but not limited to:
  - .1 Attendance at construction meetings and at local outreach events.
  - .2 Liaison with the City staff and designated City representatives contracted to document compliance to outreach efforts.
  - .3 Facilitation of meetings with Contractor and subcontractors.
  - .4 Conducting site surveys and inspections.
- .2 Perform evaluating and reporting duties:
  - .1 Review and evaluate the current and projected work force for the Project. Prepare reports on said current and projected staffing data to be filed monthly, in a timely manner, to City staff.
  - .2 Work with the Contractor and subcontractors to resolve complaints of employment discrimination, including sexual harassment. If said complaints cannot be resolved at this level, prepare written report for submission to appropriate governmental agencies.
  - .3 Should the coordinator not be female, he will designate a female ombudsperson on the Contractor's staff to receive reports of sexual harassment by female employees.
- .3 Work with Contractor, subcontractors, unions, apprenticeship groups, and locally based minority and female groups in recruitment of potential employees.
  - .1 Coordinator shall try to ensure that public noticing of job referrals and opportunities is announced to locally based groups at least 24 hours in advance of intended hiring.
  - .2 The distribution of flyers and noticing information shall include, but not be limited to the following locations/groups:
    - a. Chamber of Commerce
    - b. African American Chamber of Commerce
    - c. NAACP
    - d. Urban League
    - e. Latinos for Economic Awareness and Development
    - f. Career Services One Stop Center
    - g. Neighborhood Connections
    - h. Church Network

- i. Libraries/Community Centers
  - j. Local Construction Material Stores
  - k. Pasadena Women at Work
  - L. Pasadena Armenian Community Center
- .4 Maintain records of all walk-in referral applications.
  - .5 Develop and implement equal opportunity training programs that meet State apprenticeship/trainee requirement for number of trainees versus journeypersons for each trade which relate to the Project
  - .6 Review and report on changes of subcontractors.
  - .7 Coordinate with City staff and designated City representatives for provision to Contractor and subcontractors training and information regarding discrimination and sexual harassment.
  - .8 Coordinate with City staff and designated City representatives on corrective action deemed necessary for complaints of discrimination and sexual harassment related to the Project.
  - .9 Coordinate monthly submittal to City staff and designated City representatives of invoices for progress payments to local Pasadena business.
  - .10 Compile and maintain accurate records of meetings, solicitations, advertisements, and awards so that upon request these will be provided to Owner.
  - .11 Prepare a final report for the Project, containing:
    - .1 A summary of efforts made by Contractor and subcontractors during the Project in support of equal opportunity.
    - .2 An evaluation of the successes and failures of those efforts toward compliance with meeting stated goals.
    - .3 Submit this report to City staff and designated City representatives by the end of the Project.
  - .12 Represent the Contractor at governmental meetings to discuss outreach activities, evaluations, and results of the Local Workforce Utilization Plan.
  - .13 Qualifications of the Outreach Coordinator shall be as follows:
    - .1 Possession of a baccalaureate degree from an accredited university or college, preferably with main course work in personnel, public, or business administration, social sciences, or a closely related field.
    - .2 At least three years of professional experience, within the past five years, in an equal opportunity program with major duties in at least three of the following activities.
      - a. Preparing work force studies and utilization plans.
      - b. Preparing employment-related outreach recruitment of targeted groups.
      - c. Coordinating training programs for managers and employees in the areas of Equal Opportunity Employment.
      - d. Coordinating training programs for managers and employees in the areas of local hiring, discrimination and/or sexual harassment.
      - e. Investigating, evaluating, and reporting on findings of employment discrimination and complaints of sexual harassment, as well as mediating corrections of identified valid complaints.
    - .3 Be familiar with and credible to a majority of locally based representative groups.
    - .4 Additional experience as described above may be substituted for the degree on a year-for-year basis.
    - .5 Fluency in other languages is desirable but not necessary.
    - .6 Application is made by written statements which contain the following:

- a. Identifying information such as full legal name, current address, date of birth, driver's license number and state of issue, or California Identification Card number.
- b. Specific details of the qualifying experience, including names and current telephone numbers of reference individuals.
- c. Copies of all above-indicated degrees.
- d. Coordinating training programs for managers and employees in the areas of discrimination and/or sexual harassment.
- e. Investigating, evaluating, and reporting on findings of employment discrimination and complaints of sexual harassment, as well as mediating corrections of identified valid complaints.
- f. Resume shall be submitted to City staff.

**§ 15.1.6 Local Workforce Utilization Plan**

Contractor shall, at a minimum, do the following:

- .1 Contractor to develop a Local Workforce Utilization Plan which incorporates the detailed elements referenced in items A. through D. mentioned above.
- .2 Contractor to prepare and submit such work plan to the City and or City Representative for comment and approval.
- .3 Local Workforce Utilization Plan should be submitted to the City within 30 days after the Notice to Proceed.
- .4 Contractor is to prepare monthly status reports which outline the results of the outreach work effort to date, with detailed information on the programs and level of attendance at each.
- .5 Contractor to acknowledge that modifications to the outreach work plan will be required as the Project progresses and until target goals are achieved.

**EXHIBIT B****Stockton Municipal Code, Charter, and Civil Service Rules**

**Up**      **Previous**      **Next**      **Main**      **Search**      **Print**      **No Frames**

Title 3 REVENUE AND FINANCE

Chapter 3.68 BIDDING, CONTRACTING AND PURCHASING PROCEDURES

Article I. General Provisions

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**3.68.095 Local employment—Public works contractors.**

A. Findings. The City Council of the City of Stockton hereby finds that:

1. Unemployment rates in Stockton have been consistently higher than in California as a whole. Statistics indicate that the higher unemployment level in Stockton correlates to a higher number of families living in poverty and to a higher crime rate.

2. Due to the lack of **local** jobs, much of the work force residing in Stockton is forced to commute long distances to find work, causing increased traffic on state highways, increased pollution, increased use of gas and other fuels and other serious environmental impacts.

3. Because of the shortage of **local** jobs, many residents of Stockton must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the hours between school and the parents return from work outside the area.

4. Absentee parents and unsupervised youth can result in increased problems for families, communities and the City as a whole, including, but not limited to, increased crime, more frequent and more serious injuries, poor homework accomplishments, failing grades and increased high school drop out rates.

5. The City Council of the City of Stockton has concluded that the City needs an expanding employment base and that a policy that encourages contractors who receive City contracts or subsidies to hire residents of Stockton will benefit the City as a whole.

6. Such policy will provide job opportunities to Stockton residents, expand the City's employment base, lessen the drain on public assistance resources and reduce the impacts on the environment caused by high unemployment and long commuting times to jobs outside the area.

B. Declaration of Policy and Purpose.

1. It is the policy of the City of Stockton to ensure full and equitable opportunities for Stockton residents to participate in the employment opportunities that arise from public works contracts.

2. It is also the policy of the City of Stockton to increase the number of employed persons living in the City of Stockton in an attempt to counteract the grave economic and social ills associated with the higher unemployment levels that exist within the City.

3. In furtherance of this policy the City of Stockton has established a **local hiring** program to encourage the **hiring** and retention of Stockton residents for the work to be performed under public works contracts.

C. Scope and Goals.

1. Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works or improvements, all City contracts for public works or improvements of estimated value or City subsidy of \$100,000.00 or more shall contain provisions pursuant to which the contractor promises to make a good faith effort, with the assistance of **local** labor union **hiring** halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract, residents of Stockton in sufficient numbers so that no less than 50 percent of

the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Stockton residents.

2. Unless such provision would conflict with a State or Federal law or regulation applicable to a particular contract for a public works project, all City contracts for a public works project referenced in subsection (1) shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a viable apprenticeship program serving the San Joaquin Valley and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticable craft or trade in which the contractor employs workers in performing any of the work under the contract.

(3) If, in response to a written request made at least 48 hours (excluding Saturday, Sunday and holidays) before the date on which one (1) or more apprentices are required, an apprenticeship program(s) does not dispatch any apprentice or dispatches fewer apprentices than requested to a contractor (that has agreed to employ and train apprentices in accordance with California Labor Code Section 1777.5) within 72 hours of such request (excluding Saturday, Sunday and holidays), that contractor shall be considered in compliance with the apprentice employment requirement for that trade or craft for a 90-day period from the request date, provided the contractor employs those apprentices who are dispatched. Where there is more than one (1) viable apprenticeship program for that trade or craft serving the San Joaquin Valley, a contractor, that is not a participant in or an affiliate of an apprenticeship program and receives fewer apprentices dispatched than requested, shall not be considered in compliance with the apprentice employment requirement unless the contractor has made a written request for the dispatch of apprentices from at least two (2) viable apprenticeship programs. A contractor, that is a participant in or an affiliate of an apprenticeship program, shall make dispatch requests to the program in which it is affiliated or participating.

4. In the event that no viable apprenticeship program exists for a particular craft or trade, the contractor shall be exempt from the requirements of this section with regard to that craft or trade.

5. A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio of not less than one (1) apprentice for each five (5) journeymen in the apprenticeship craft or trade classification that are employed on the public work contract unless to do so would result in apprentice employment in ratios below the minimum ratios prescribed by California Labor Code Section 1777.5 in which case apprentice employment shall be at least in the ratios prescribed by California Labor Code Section 1777.5.

6. This section shall not be construed so as to exempt a contractor from any otherwise applicable requirement imposed upon the contractor by the California Labor Code.

D. Good Faith Effort. A bidder or contractor who fails to meet the goal of having 50 percent of its work force be residents of Stockton shall, nevertheless, be deemed to have made a "good faith effort" to hire sufficient numbers of residents of Stockton if, prior to execution of the contract with the City, six (6) or more of the following employee recruitment activities have been undertaken and documented:

1. Placing a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days;
2. Placing a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days;
3. Advertising existing and projected position vacancies, job informational meetings, job application workshops, job application centers and job interviews by posting notices which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to the City Hall, schools, post offices, libraries, and senior citizens' centers;
4. Conducting a job informational meeting to inform the community of employment opportunities of

the contractor, to be held at a City or other public facility (may be combined with other contractors);

5. Providing ongoing assistance to Stockton residents in completing job application forms;
- 6; Conducting a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry, to be held at a City or other public facility (may be combined with other contractors);
7. Establishing a job application center located in the City of Stockton, where job applications may be obtained, delivered to and collected;
8. Conducting job interviews within 10 miles of the location designated for contract performance;
9. Advertising valid existing and projected position vacancies through the **local** media, such as community television network, **local** newspapers of general circulation, and trade papers or minority focus newspapers;
10. Telephone solicitation of known potential **local** subcontractors or employees;
11. Any other means of obtaining employees who are residents of Stockton that are reasonably calculated to comply with the goals of this section.

E. Required Documentation.

1. The contractor shall keep, and provide to the City, on standardized forms acceptable to the City, an accurate record showing the name, place of residence, hours employed and per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, on the specific public works project, including full-time, part-time, permanent and temporary employees.

2. The contractor shall keep, and provide to the City, on forms acceptable to the City, an accurate record documenting the contractor's good faith efforts to comply with the **local** resident employment and apprentice employment provisions of this section. Said records shall include: a listing by name and address of all **local** recruitment sources contacted by the contractor; the date of the **local** recruitment contact and the identity of the person contacted; the trade and classification and number of employment referrals requested; the number of **local** residents employed as a result of the contact; and the identity and address of the person(s) employed pursuant to the contact.

F. Forms Submitted Under Penalty of Perjury. All forms required under this section shall attest to the veracity of the information set forth therein and shall be submitted under penalty of perjury.

G. Irresponsible Bidder Declaration. Should any contractor or subcontractor fail to abide by the good faith **local** resident employment and apprentice employment provisions of this section, the contractor or subcontractor may be declared by the City to be an irresponsible bidder on future projects pursuant to Section 3.72.010 of this code.

H. Binding on Subcontractors. The good faith **local** resident employment and apprentice employment provisions of this section shall bind the contractor both with respect to persons employed directly by the contractor and to all persons employed by the contractor's subcontractors. The contractor shall be responsible for assuring that all subcontractors document said compliance by submitting, and making available to the City, the forms required by this section.

I. Definitions. As used in this section, the following terms shall have the following definitions:

"Contract for public works or improvement" means any contract with the City for construction, alteration, demolition or repair work.

"Qualified individual" means an individual who is in a certified State or Federally approved apprenticeship program in an applicable trade or has become a journeyman in his or her applicable trade.

"Resident of Stockton" means an individual who has been domiciled, as defined by Section 200(b) of the

California Elections Code, within the boundaries of Stockton for at least one (1) year immediately preceding the date of the award of contract by the City and who can verify his or her domicile upon request of the contractor or City by producing documentation such as a rent/lease agreement, telephone and utility bills or payment receipts, a valid California driver's license or identification card, and/or any other similar, reliable evidence that verifies that the individual is domiciled within Stockton. For the purposes of this section, the following Zip Code areas are considered to be within Stockton: 95202, 95203, 95204, 95205, 95206, 95207, 95209, 95210, 95212, 95215 and 95219.

“Viable apprenticeship program” means an apprenticeship program approved by the California Department of Apprenticeship Standards that has graduated apprentices annually for at least the past five (5) years. Any apprenticeship program that has been approved for less than 10 years shall be deemed a viable apprenticeship program provided that, following the fifth anniversary of its approval by the California Department of Apprenticeship Standards, it graduates apprentices each subsequent year.

J. Contracts – Bid Documents – Subcontracts.

1. Contracts and bid documents shall incorporate this section by reference and shall provide that the failure of any contractor or subcontractor to comply with any of its requirements shall be deemed a material breach of the contract or subcontract.

2. All subcontracts shall expressly acknowledge the City's status as a third party beneficiary to that subcontract and further expressly acknowledge that the City, as a third party beneficiary, shall have the right to enforce the provisions of this section with regard to that subcontract or seek remedies available under this section should a party to the subcontract fail to comply with any of the provisions of this section that apply to the subcontract.

3. Contracts and bid documents shall require bidders, contractors and subcontractors to maintain records necessary for monitoring their compliance with this section.

K. Exceptions. The provisions of this section shall not apply:

1. Where the City determines that the contract is necessary to respond to a declared emergency which endangers the public health, welfare or safety and there is no time to apply the provisions of this section.

2. To City construction contracts or portions thereof, wherein the work is of a highly specialized nature as determined by the City Council when the contract specifications are approved. (Ord. 011-09 § 1, eff. 10-01-09)



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize the Mayor, on Behalf of the City Council, to Send a Letter Regarding the Governor's Budget Proposal

**MEETING DATE:** January 19, 2011

**PREPARED BY:** Konradt Bartlam, City Manager

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**RECOMMENDED ACTION:** Authorize the Mayor, on behalf of the City Council, to send a letter regarding the Governor's Budget Proposal.

**BACKGROUND INFORMATION:** The City was asked by the League of California Cities to oppose the Governor's Budget Proposal eliminating redevelopment agencies and enterprise zones and send a letter of opposition regarding the same to the Governor and specific members of the Legislature.

The League has indicated that redevelopment, which has been around since the 1950s, is a tool for building things. It builds and improves communities, spurs job growth and taxes and is the most significant provider of infrastructure, urban development and affordable housing in the state. Enterprise zones are one of the few economic development tools that cities and counties have to bring jobs to depressed areas. In addition, the League is reviewing the constitutionality of the proposal under Proposition 22, a measure designed to protect various local revenues — including redevelopment — from state raids.

The City Council may have differing views regarding the proposal. This item on the agenda will afford the City Council an opportunity to discuss and provide direction.

**FISCAL IMPACT:** Not applicable at this time.

**FUNDING AVAILABLE:** Not applicable at this time.

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Konradt Bartlam  
City Manager

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

DATE

The Honorable Jerry Brown  
Governor, State of California  
State Capitol, Suite 1173  
Sacramento, CA 95814

Dear Governor Brown:

I/WE write today on behalf of the City of INSERT CITY to express our Opposition to provisions in your January Budget Proposal which proposes to eliminate redevelopment agencies in California. Eliminating this program not only violates the will of the people, but will have grave consequences on California's economy.

Last November, California voters approved Proposition 22, once again reaffirming the message they have sent to California again and again: local funds should remain local and pay for services and programs in their own communities. In doing so, they prohibited the state from requiring a community development agency to remit property tax to or for the benefit of the state or any jurisdiction directly or indirectly.

From a policy standpoint, eliminating this important program makes no sense. Redevelopment is an essential tool for the state's economic recovery. Redevelopment, which has been around since the 1950s, is a tool for building things. It builds and improves communities, spurs job growth and taxes and is the most significant provider of infrastructure, urban development and affordable housing in the state.

The City of INSERT CITY recognizes that this represents one of the toughest state budget proposals in history. Our city is also facing tough budget times. (INSERT EXAMPLES/CONTEXT, IF AVAILABLE). We agree that it is well past time that the state faces the consequences of years of gimmicks and temporary budget fixes. However, taking local funding – particularly funding that creates such a great number of jobs and fuels economic growth – is imprudent.

We strongly encourage you to consider the constitutional and economic implications of attempting to eliminate redevelopment. We look forward to working with you to find solutions that will address the state's fiscal problems while also supporting the economic growth.

Sincerely,

CC: (YOUR) State Legislators  
Dan Carrigg, Legislative Director, League of California Cities



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
www.cacities.org

Article from City Advocate Weekly  
January 10, 2011

## **Governor's Budget Eliminates Redevelopment Agencies, Enterprise Zones and Realigns State Services to Local Governments**

*League Continues to Analyze Budget's Effects on Local Government*

Gov. Jerry Brown has released his FY 2011-12 state budget proposal and, as expected, the state's financial situation continues to be bleak with a \$25.4 billion deficit. The Governor's budget proposes \$26.4 billion in solutions, allowing for \$1 billion reserve. The proposal includes the elimination of redevelopment agencies and enterprise zones to save \$1.7 billion and \$924 million respectively, as well as the realignment of state services such as fire, court security, community-based corrections, mental health services, foster care and adult protective services to local government.

While the Governor said he recognized some of the positive results of redevelopment, he made it clear in his remarks that shifting increased property taxes resulting from redevelopment back to the schools was a priority.

From a policy standpoint, such a radical proposal makes no sense in a state with unemployment rate of more than 12 percent, a monstrous infrastructure deficit and recently passed policies championing more infill development. Redevelopment, which has been around since the 1950s, is a tool for building things. It builds and improves communities, spurs job growth and taxes and is the most significant provider of infrastructure, urban development and affordable housing in the state. Enterprise zones are one of the few economic development tools that cities and counties have to bring jobs to depressed areas.

This proposal will hurt our underserved and distressed cities and communities. It will cost California thousands of jobs. The reality is that the plan to eliminate redevelopment agencies will bring very little financial benefit to the state and will actually move the state backward in terms of land use and infill development. In addition, the League is reviewing the constitutionality of the realignment proposal under Proposition 22, and other constitutional provisions.

Just a mere two months ago, California voters picked their way through a crowded ballot and approved Prop. 22 by 61 percent, a measure designed to protect various local revenues — including redevelopment — from state raids. The voters' position on this issue was no surprise because repeatedly they have voted to protect local revenue from the state — take for example Prop. 1A of 2004, which passed by more than 80 percent. Moreover, poll after poll demonstrates that voters view their local governments as much more accountable and trustworthy than the state.

While other states, and even the federal government, are working to stabilize and revitalize our economy, the proposal to eliminate enterprise zones and redevelopment agencies move California in the opposite direction.

The budget proposal assumes that voters will approve a five-year extension of taxes sun-setting this year — a 1 percent sales tax and 0.5 percent vehicle license fee that they previously rejected. The revenues of these taxes will maintain the current level of funding for K-12 schools and COPS (Citizens' Option for Public Safety)/Booking Fees as well as support the realignment proposal. The Governor believes that after five years the economy will have recovered enough the state can resume funding, but there has been no indication as to how.

The Governor described the realignment proposal as "vast and historical," and this is an apt description. The proposal will have major impacts for both local and state government. While much has been said about the importance of local government in recent days, the practice by the state of not bothering to consult local governments while devising such concepts continues.

Tomorrow, Tuesday, Jan. 11, the League will host Department of Finance Chief Deputy Director for Budgets Michael Cohen who will present further details on the Governor's plan. However, staff has prepared a preliminary analysis of issues of importance to cities below.

## **Public Safety**

Public safety programs and funding, including law enforcement, corrections, and emergency response, are a major piece in the realignment of services and programs from state to local agencies.

**COPS/Booking Fees.** The Governor's budget supports the critical importance of local public safety programs provided by police and sheriff departments and provides a direct allocation to COPS, Booking Fee remediation, and specific county level programs. It proposes to provide these programs \$420 million in General Fund dollars that will be backfilled with realignment plan funding — if approved by voters. Funding would include:

- \$107 million for COPS programs, under the current distribution formula based on population and with a \$100,000 minimum for each police department; and
- \$35 million for booking fee subventions, meeting the minimum threshold required to eliminate the need for sheriffs to charge police departments for booking arrestees in county facilities.

**Emergency Response/Fire Suppression Services.** The Governor's plan also shifts certain emergency response services for areas currently served by the California Department of Forestry and Fire Protection (CAL Fire) to the adjacent local agencies, stating that the increased urbanization state responsibility areas (also known as SRA's) distracts the core mission of CAL Fire's duty to suppress wildland fires. In this transition of duties, CAL Fire is charged with assessing which areas should be transferred to local jurisdictions (primarily counties) for fire suppression and emergency medical response services.

**Corrections.** Also proposed is a major shift of corrections programs from the state to the county level, in three areas: incarceration of short term, low level offenders and parole violators; adult parolee supervision; and all remaining state-level Department of Juvenile Justice wards. The state would maintain funding responsibilities through a direct allocation to counties, but authorize county probation and sheriff departments to determine how those dollars should be spent.

The start date for corrections realignment is not yet set and would impact prospective inmates only and allow time for county facilities and administration systems to prepare for the additional population. Moving the specified inmates and parolee populations to county supervision is intended to coincide with other proposed state-to-county shifts, which would provide for rehabilitation type services including substance abuse and mental health treatment.

## **Environment**

**State Parks.** The Governor proposes to reduce funding to state parks by \$11 million which will result in partially or fully closing some state park units and reducing expenditures at the State Parks Department headquarters in Sacramento.

**Basin Plan Funding.** The Governor also proposes to shift \$12.8 million from the General Fund to fee based funding. Basin Plans, developed by the state's nine regional water quality control boards provide the water quality information upon which Waste Discharge Permits are based. Under the Governor's proposal, future Basin Plans will be funded through Waste Discharge Permit Fee revenues.

## **Community Services**

**Public Libraries.** State funding for the Public Library Foundation (PLF), Transaction Based Reimbursement (TBR) and the California Library Literacy and English Acquisition Service (literacy

program) would be eliminated. This amount totals \$30.4 million (\$12.9 million cut to the PLF, \$12.9 million cut to the TBR and \$4.6 million cut to the literacy program).

## **Transportation**

**Reenactment of the Gas Tax Swap.** The Governor proposes to reenact the Gas Tax Swap, approved March 2010, as required by Prop.n 26 (2010). This action will ensure the continuation of transportation funding as well as provide state General Fund relief.

**Truck Weight Fees.** Shifts weight fees from the State Highway Account to pay for transportation-related debt service and to provide state General Fund relief. This was previously being accomplished using Highway Users Tax Account revenues which is now prohibited by Proposition 22.

**Public Contracting.** Proposes to shift \$7.2 million in costs to local agencies for developing CalTrans Project Initiation Documents for local projects.

**Proposition 1B.** Appropriates \$2.3 billion for capital funding of bond projects, including \$22 million for local bridge seismic safety and \$200 million for state-local partnership programs.

**Transit.** In an effort to bring the level of transit funding in line with what is required by Prop. 22, appropriates additional funding to ensure local transit agencies receive the equivalent of 75 percent of diesel sales tax revenues.

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1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: (916) 658-8200 Fax: (916) 658-8240  
www.cacities.org

Honorable Jerry Brown  
Governor, State of California  
California State Senators  
California State Assembly Members  
State Capitol  
Sacramento, CA 95814

January 12, 2011

Dear Governor Brown and California State Legislators:

**RE: Eliminating redevelopment is wrong decision in this economy and fails to offer a real solution for the state budget**

As elected city officials in the State of California, we fully understand that the State's massive budget deficit will require sacrifice by all Californians. We stand ready to work with the Administration and the Legislature to pass an honest budget that finally puts California on the road to fiscal health. However, it is important to ensure that no decisions are made in the frenzy of the upcoming budget deliberations that will make our financial problems worse.

Unfortunately, the Administration's proposal to abolish redevelopment represents more of the same State raids of local funds that voters have fought to prevent, and it will jeopardize the State's prospects for an economic recovery.

The Governor's proposal to eliminate redevelopment agencies is wrong because it:

- Will not provide expected budget relief to the State or local governments after bond and contractual obligations are repaid;
- Will destroy billions of dollars in local economic activity and hundreds of thousands of jobs;
- Will kill the State's only meaningful programs to provide affordable housing; and
- Will block our efforts in California to grow responsibly by focusing on urban and infill development.

**The proposal will not provide budget savings to the State or local governments, and represents continued State raids of local funds the voters have acted to prevent.**

Over the last 10 years, the State has adopted too many budgets based on proposals that are at best questionable and in some cases illegal. The proposal to eliminate redevelopment agencies is just another in a long string of proposals that will not deliver the real dollars needed to close the budget gap and put the State's fiscal house in order.

The measure is completely contrary to Proposition 22, which passed by 61 percent in November 2010, to protect local government revenues from grabs by the State. The provisions of Prop. 22 clearly prohibit the redevelopment proposal as it appears in the governor's budget.

Second, redevelopment agencies issue bonds to finance redevelopment activities, which must be repaid with interest. Redevelopment agencies currently hold more than \$20 billion in bonded indebtedness. Under the federal and state constitutions, these contractual obligations must be met before revenues could be used under the Governor's proposal to benefit the state's budget deficit.

The bottom line is that this is not a "real" budget proposal. It is a proposal that will once again fall far short of expectations.

**The proposal will kill jobs and economic expansion at the worst possible time.**

Eliminating redevelopment will have a direct and lasting negative impact on the California economy and job creation.

- Redevelopment activities support an average of 304,000 full- and part-time private sector jobs in a typical year, including 170,600 construction jobs;
- Redevelopment contributes over \$40 billion annually to California's economy in the generation of goods and services;
- Redevelopment construction activities generate \$2 billion in state and local taxes in a typical year; and
- The success stories of redevelopment are all over California and available for all to see. The downtown areas of San Diego, Pasadena, Los Angeles and San Jose stand as outstanding examples of saving blighted neighborhoods and turning them into hubs of economic activity and job creation.

**The proposal is bad for the environment, bad for our state.**

Eliminating redevelopment will take away the primary tool local governments have to comply with the requirements of State law to plan for more compact urban development supported by improved public transportation opportunities. Redevelopment encourages infill development rather than Greenfield development and redevelopment agencies have the experience and tools needed to help implement AB 32 and SB 375.

**Redevelopment is also the second largest funder of affordable homes** after the federal government. More than 98,000 units of affordable housing have been constructed or rehabilitated through redevelopment since 1993.

As local officials, we stand ready to assist you in the passage of a responsible budget. However, this proposal runs completely contrary to the Governor and Legislature's stated goals of realigning state services to provide more responsibility and funding locally. We strongly urge you to reject this measure and refocus on proposals that offer real solutions to California's budget problems.

Sincerely,



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: (916) 658-8200 Fax: (916) 658-8240  
www.cacities.org

Jan. 11, 2011

Contact: Eva Spiegel, (916) 658-8228  
Cell: (530) 400-9068

**FOR IMMEDIATE RELEASE**

**City Officials Vow to Fight Governor's Plan to Eliminate Redevelopment  
and Take Local Funding**

*Proposed Budget Violates Recently-Approved  
Constitutional Amendment in Proposition 22*

Yesterday, Gov. Jerry Brown delivered one of the toughest state budget proposals in history — one that contains many proposals worth serious consideration. Amazingly, however, it included a proposal that violates the will of the voters who supported Prop. 22 in the November election. The constitutional amendment passed overwhelmingly by 61 percent of the vote. Then-Attorney General Jerry Brown's ballot summary stated that Prop. 22: "Prohibits the state from borrowing or taking funds used for transportation, redevelopment or local government projects and services."

City officials reacted with outrage that the state is once again seeking to take funding from local governments.

Prop. 22 was designed to prevent "state politicians in Sacramento from seizing, diverting, shifting, borrowing, transferring, suspending or otherwise taking or interfering with tax revenues dedicated ..." to vital local programs and services.

The measure specifically prohibits the state from requiring a community redevelopment agency to remit property tax to or for the benefit of the state or any other jurisdiction *directly or indirectly*. Prop. 22 states clearly that it shall be liberally construed to effectuate its purpose of prohibiting the state from taking or borrowing these revenues. The proposal raises other constitutional issues as well.

The League requests this proposal be further vetted on constitutional grounds and encourages the Governor and legislators to reflect on what the voters have repeatedly communicated at the ballot box on the importance of protecting local government funding.

From a policy standpoint, such a radical proposal also makes no sense. While other states, and even the federal government, are working to stabilize and revitalize our economy, California — with an unemployment rate of more than 12 percent, a monstrous infrastructure deficit, and recently passed policies championing more infill development — is moving in the opposite direction.

Redevelopment, which has been around since the 1950s, is a tool for building things. It builds and improves communities, spurs job growth and taxes and is the most significant provider of infrastructure, urban development and affordable housing in the state. Enterprise zones are one of the few economic development tools that local agencies have to bring jobs to depressed areas.

The California Redevelopment Association and the State Building and Construction Trades Council of California, AFL-CIO have issued statements yesterday identifying redevelopment's contributions to the state, and the losses that will result should the Governor's proposed budget be adopted:

- It will kill 300,000 jobs a year provided by redevelopment projects, most of them construction jobs;
- It will encourage sprawl development and increase greenhouse gas emissions in the future and limit the construction of affordable housing; and
- It will deprive the state and local agencies of \$2 billion in new revenues from these projects.

League President Jim Ridenour, mayor of Modesto, closed with these comments: "Last week the League's officers had the pleasure of meeting with Gov. Brown, and we pledged to work with him to help turn California around. We told him how cities have been making tough budget decisions and that we know the state has to do the same. His proposed budget is full of tough choices. We urge him to consider carefully the constitutional and policy flaws associated with attempting to get rid of local redevelopment and enterprise zones, and the jobs these programs create. It is clear that he listens closely to the voters and intends to carry out their will. While we oppose these proposals to take away critical local economic development tools, we look forward to working with him in the effort to improve our state."

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