



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: February 2, 2011

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

**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**

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

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

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

**B. Presentations**

- B-1 Learning Link Week Proclamation
- B-2 Breakthrough Project Certificate of Recognition

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

C-1 Receive Register of Claims in the Amount of \$8,953,463.64 (FIN)

C-2 Approve Minutes (CLK)

- a) January 18, 2011 (Shirtsleeve Session)
- b) January 19, 2011 (Regular Meeting)
- c) January 25, 2011 (Shirtsleeve Session)

C-3 Receive Report of Sale of Surplus Equipment (PW)

C-4 Approve Request for Proposals and Authorize Advertisement for the Inspection, Adjustments, and Maintenance Tests of Two Power Transformers at Henning Substation (\$65,000) (EUD)

Res. C-5 Adopt Resolution Accepting Improvements Under Contract for Water Main Replacement Program, Project No. 3, and Appropriating Funds (\$110,000) (PW)

- Res. C-6 Adopt Resolution Approving Improvement Deferral Agreement for 217 East Lockeford Street (PW)
- Res. C-7 Adopt Resolution Authorizing the City Manager to Execute Consignment Agreement for San Joaquin Regional Transit District Ticket Sales at Lodi Transit Station (PW)
- C-8 Set Public Hearing for February 16, 2011, to Consider the Approval of an Amendment of the 2010/11 Action Plan and Reallocation of Available Community Development Block Grant Program Funds (CD)

**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 – None**

**I. Regular Calendar**

- I-1 Consider the Process Regarding Appointments to Various City Boards, Committees, and Commissions (CLK)

**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:** Learning Link Week Proclamation  
**MEETING DATE:** February 2, 2011  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Johnson present a proclamation proclaiming the week of January 30 – February 5, 2011, as “Learning Link Week” in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming the week of January 30 – February 5, 2011, as “Learning Link Week” in the City of Lodi. Cyndi Carter, Learning Link Coordinator with the Lodi News-Sentinel, will be at the meeting to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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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:** Presentation of Certificate of Recognition for Breakthrough Project  
**MEETING DATE:** February 2, 2011  
**PREPARED BY:** Randi Johl, City Clerk

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**RECOMMENDED ACTION:** Mayor to present a certificate of recognition regarding the Breakthrough Project.

**BACKGROUND INFORMATION:** The Mayor will present a certificate of recognition to a representative of the Breakthrough Project, a non-profit organization created thirteen years ago to provide aid and support to victims of hate crimes, coordinate efforts with local law enforcement agencies, and provide educational and cultural awareness programs in the community.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Randi Johl  
City Clerk

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through January 13, 2011 in the Total Amount of \$8,953,463.64

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$8,953,463.64.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$8,953,463.64 through 1/13/11. Also attached is Payroll in the amount of \$1,252,361.17.

**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 - 01/19/11

As of Thursday	Fund	Name	Amount
01/13/11	00100	General Fund	896,771.40
	00120	Vehicle Replacement Fund	18,128.10
	00123	Info Systems Replacement Fund	26,772.93
	00160	Electric Utility Fund	5,664,998.43
	00161	Utility Outlay Reserve Fund	79,645.67
	00164	Public Benefits Fund	33,941.24
	00166	Solar Surcharge Fund	215,453.32
	00170	Waste Water Utility Fund	52,639.76
	00171	Waste Wtr Util-Capital Outlay	94,444.91
	00172	Waste Water Capital Reserve	16,398.56
	00180	Water Utility Fund	20,138.15
	00181	Water Utility-Capital Outlay	58,528.87
	00182	IMF Water Facilities	9,276.72
	00210	Library Fund	11,802.13
	00211	Library Capital Account	90.47
	00230	Asset Seizure Fund	2,543.11
	00234	Local Law Enforce Block Grant	548.93
	00235	LPD-Public Safety Prog AB 1913	60.76
	00236	LPD-OTS Grants	3,858.49
	00260	Internal Service/Equip Maint	87,190.68
	00270	Employee Benefits	532,613.31
	00300	General Liabilities	94,237.92
	00310	Worker's Comp Insurance	55,399.49
	00321	Gas Tax	17,271.37
	00325	Measure K Funds	213,012.57
	00331	Federal - Streets	408,248.43
	00332	IMF(Regional) Streets	6,918.41
	00335	State-Streets	1,287.49
	00337	Traffic Congestion Relf-AB2928	50,285.89
	00338	IMF-Regional Transportation	3,084.00
	00340	Comm Dev Special Rev Fund	849.36
	00345	Community Center	10,601.13
	00346	Recreation Fund	11,419.06
	00459	H U D	3,850.99
	00501	Lcr Assessment 95-1	1,402.82
	00502	L&L Dist Z1-Almond Estates	449.54
	00503	L&L Dist Z2-Century Meadows I	1,246.90
	00506	L&L Dist Z5-Legacy I,II,Kirst	757.12
	00507	L&L Dist Z6-The Villas	943.20
	00509	L&L Dist Z8-Vintage Oaks	236.60
	01211	Capital Outlay/General Fund	7,654.41
	01214	Arts in Public Places	1,032.99
	01217	IMF Parks & Rec Facilities	101.43
	01218	IMF General Facilities-Adm	80.56
	01250	Dial-a-Ride/Transportation	53,862.42
	01410	Expendable Trust	18,569.49
Sum			8,788,649.53
	00184	Water PCE-TCE-Settlements	126.00
	00190	Central Plume	164,688.11
Sum			164,814.11

Accounts Payable

Page - 2  
Date - 01/19/11  
Amount

As of Fund  
Thursday

Name

Council Report

Total  
Sum

8,953,463.64

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	01/09/11	00100	General Fund	805,226.85
		00160	Electric Utility Fund	160,268.55
		00164	Public Benefits Fund	6,867.93
		00170	Waste Water Utility Fund	101,628.97
		00180	Water Utility Fund	248.96
		00210	Library Fund	28,828.98
		00235	LPD-Public Safety Prog AB 1913	2,317.44
		00260	Internal Service/Equip Maint	19,615.16
		00321	Gas Tax	38,771.62
		00340	Comm Dev Special Rev Fund	21,438.33
		00345	Community Center	25,170.29
		00346	Recreation Fund	35,498.83
		01250	Dial-a-Ride/Transportation	6,479.26
Pay Period Total:				
Sum				1,252,361.17



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) January 18, 2011 (Shirtsleeve Session)  
b) January 19, 2011 (Regular Meeting)  
c) January 25, 2011 (Shirtsleeve Session)

**MEETING DATE:** February 2, 2011

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) January 18, 2011 (Shirtsleeve Session)  
b) January 19, 2011 (Regular Meeting)  
c) January 25, 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 18, 2011**

The January 18, 2011, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JANUARY 19, 2011**

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

The Regular City Council meeting of January 19, 2011, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: Council Member Nakanishi

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

B. Presentations

B-1 Presentation Regarding the DeBenedetti Park Phase I Tree Improvements Project

Following introductory comments by Park Superintendent Steve Dutra, representatives from the Lodi Lions Club, Sunrise Rotary Club, and Lodi Tokay Rotary Club presented checks to Tree Lodi toward the DeBenedetti Park Phase I Tree Improvements Project.

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 in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Nakanishi

C-1 Receive Register of Claims in the Amount of \$3,598,867.70 (FIN)

Claims were approved in the amount of \$3,598,867.70.

C-2 Approve Minutes (CLK)

The minutes of January 4, 2011 (Shirtsleeve Session), January 5, 2011 (Regular Meeting), and January 11, 2011 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal

Service Center Shop Decommissioning Project (PW)

Approved the plans and specifications and authorized advertisement for bids for Municipal Service Center Shop Decommissioning Project.

C-4 Adopt Resolution Approving the Purchase of Replacement Motorcycle Vehicle and Appropriate Funds (\$11,200) (PD)

Adopted Resolution No. 2011-07 approving the purchase of replacement motorcycle vehicle and appropriating funds in the amount of \$11,200.

C-5 Adopt Resolution Authorizing the City Manager to Purchase WindMilMap Software from Milsoft Utility Solutions, Inc., of Abilene, TX (\$25,830) (EUD)

Adopted Resolution No. 2011-08 authorizing the City Manager to purchase WindMilMap software from Milsoft Utility Solutions, Inc., of Abilene, TX, in the amount of \$25,830.

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)

Adopted Resolution No. 2011-09 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 in the amount of \$33,465.

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)

Adopted Resolution No. 2011-10 authorizing the City Manager to execute Consent to Assignment by East Bay Building Services and Assumption of Contract by Global Property Services.

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)

Adopted Resolution No. 2011-11 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 in the amount of \$67,500.

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)

Authorized the City Manager to execute a rental agreement between the City of Lodi and P & K Fitness for use of 125 North Stockton Street.

C-10 Set Public Hearing for March 16, 2011, to Consider Adopting Resolution Setting Residential Meter Installation Charges (PW)

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

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.

None.

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

Council Member Hansen reported on his attendance at the San Joaquin Council of Governments' project delivery committee meeting and provided a status report regarding the Highway 12 intersection and shoulder improvements for approximately \$76 million and the related construction schedule.

Mayor Johnson reported on his attendance at the League of California Cities Mayors and Council Members Conference and reported on Governor Brown's budget proposal as it relates to the elimination of redevelopment agencies and enterprise zones.

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

None.

G. Public Hearings - None

H. Communications

H-1 Post for Vacancies on the Lodi Arts Commission and Library Board of Trustees (CLK)

Mayor Johnson made a motion, second by Mayor Pro Tempore Mounce, to direct the City Clerk to post for the following vacancies:

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Nakanishi

H-2 Monthly Protocol Account Report (CLK)

Mayor Johnson made a motion, second by Mayor Pro Tempore Mounce, to accept the cumulative Monthly Protocol Account Report through December 31, 2010.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Nakanishi

I. Regular Calendar

I-1 Provide Staff Direction Regarding Drafting Local Hiring Ordinance (CA)

City Attorney Schwabauer provided a brief overview of the subject matter of a local hiring ordinance as outlined in the staff report.

In response to Council Member Hansen, Mr. Schwabauer stated that bidding under a local hiring ordinance would likely work under certain set parameters similar to the disadvantaged business enterprise programs, although he is unsure of the specific details at the current time.

In response to Council Member Katzakian, Mr. Schwabauer stated it may be difficult to eliminate any bidders or weight the bidding because the Public Contracts Code sets forth specifics regarding how to bid and the process of awarding to the lowest responsible bidder.

In response to Council Member Katzakian, Mr. Schwabauer stated the City could likely do some flavor of a local hiring ordinance after meeting with various parties in the construction and building industry to determine numbers and percentages within the City and County.

In response to Mayor Pro Tempore Mounce, Mr. Schwabauer stated that his preliminary outreach efforts appeared to show that locals in the industry would be hard pressed to get 20 percent of their worker force from Lodi.

In response to Council Member Hansen, Mr. Schwabauer stated a local hiring ordinance could be set up with good faith efforts instead of hard percentage numbers.

Nicole Goehring spoke in opposition to a local hiring ordinance based on her concerns regarding the typical language that appears in the ordinances and the paperwork requirements. She stated the construction industry is generally regional and suggested the San Joaquin County local hiring ordinance as an acceptable alternative.

Bill Meehleis spoke in opposition to a local hiring ordinance based on his concerns regarding the paperwork requirements and the availability of qualified workers in a specific area.

In response to Mayor Johnson, Mr. Schwabauer stated the City of Stockton's local hiring ordinance differs in the radius based upon the type of industry.

The City Council provided the City Attorney with general direction to research and draft a local hiring ordinance with a regional and good faith effort focus.

I-2 Authorize the Mayor, on Behalf of the City Council, to Send a Letter Regarding the Governor's Budget Proposal (CM)

City Manager Bartlam provided a brief overview of the proposed letter regarding the Governor's budget proposal as outlined in the staff report.

Mayor Pro Tempore Mounce suggested the opposition letter focus more on the elimination of enterprise zones, which is directly relevant to the City of Lodi.

In response to Council Member Hansen, Mr. Bartlam stated the Governor's position on the elimination of enterprise zones based on a recent budget teleseminar is that the cities are simply trading dollars for job locations and there is no net benefit from disbursing the dollars throughout the State.

Mayor Johnson suggested the City include in its efforts to oppose the Governor's budget proposal the sample letter of opposition to enterprise zones only, which will be sent to the City Clerk by the League representative.

The City Council provided general direction to staff to send a letter of opposition as indicated with a focus on the elimination of enterprise zones.

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:04 p.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JANUARY 25, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 25, 2011, commencing at 7:00 a.m.

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

Absent: Council Member Hansen

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 Expenditures (CM)

City Manager Bartlam and Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the 2010/11 mid-year budget review. Specific topics of discussion included General Fund balance, departmental variances, and costs and variances for City Manager, Internal Services, non-departmental, Police, Fire, Public Works, Community Development, Recreation, Community Center, Library, Streets, Electric Utility, and Water and Wastewater Utility.

In response to Mayor Johnson, Mr. Ayers stated non-departmental includes Citywide utilities, audit services, and debt service.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated medical costs show up in each departmental budget and are paid from the benefits side.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated on a monthly basis the medical costs for separation are charged back to the department as needed from the benefits side.

In response to Mayor Johnson, City Attorney Schwabauer stated the City does not have any control over the DIVCA amount because it is State-controlled.

In response to Mayor Johnson, Mr. Ayers stated the cost for strike team call outs is a wash and balances out on both the expenditure and revenue sides.

In response to Mayor Johnson, Mr. Ayers stated with aquatics revenues are not keeping up with costs and the program is upside down.

In response to Mayor Pro Tempore Mounce, Public Works Director Wally Sandelin stated the principal projects being carried over are those associated with Proposition 1B and those connected with the Harney Lane project. Mr. Sandelin stated the difference on the water side is primarily related to the meter installation program.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated medical costs are a challenge because they are budgeted tightly by individual and any variance can cause an increase or decrease in the budget.

In response to Council Member Nakanishi, Interim Parks and Recreation Director Rodems stated

the aquatics numbers were affected by increased hours at Lodi Lake and Blakely pool, which could not be offset by the revenue. Mr. Bartlam stated he will be providing additional information regarding the aquatics program and costs at the next Shirtsleeve Session when departmental reorganizations are discussed.

Council Member Nakanishi requested the total compensation amount for the Police Chief position, which is currently being recruited for.

City Manager Bartlam stated the first of six budget strategy workshops is scheduled for next Tuesday evening, February 1, 2011, at 5:30 p.m. at Carnegie Forum. He stated the workshops are not designed for Council, but more so for key members of the public and staff in order to create a better understanding of the inner workings of the budget.

In response to Myrna Wetzel, Mr. Bartlam stated the budget strategy meetings are scheduled for the evening and may be moved later into the evening depending upon schedules. He stated the information will also be available through the City's website for the general public and those that cannot attend.

In response to Myrna Wetzel, Mr. Bartlam stated the wastewater reduction in revenue is based on an anticipated implementation of a rate increase that did not happen due to expenditures being lower than expected.

In response to Mayor Johnson, Mr. Bartlam stated all mid-year adjustments are scheduled for the February 16, 2011, City Council meeting.

In response to Ray Crow, Mayor Johnson stated the idea of charging for fire and paramedic services as suggested in the Sacramento Bee article was previously discussed and did not go anywhere.

In response to Council Member Nakanishi, Mr. Bartlam and Mr. Ayers stated that, while there is a 4.3% increase in sales tax for the third quarter, that figure should be considered in the context of numbers from previous years keeping in mind that the current increase also includes one-time sales tax from the Lodi Energy Center.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:35 a.m.

ATTEST:

Randi Johl  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Receive Report of Sale of Surplus Equipment  
**MEETING DATE:** February 2, 2011  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Receive report of sale of surplus equipment.

**BACKGROUND INFORMATION:** The Public Works Fleet Services Division oversees the removal of City vehicles and equipment from the City's fleet and provides quarterly reporting of surplus vehicles/equipment sales to the City Council. The Fleet Services Division coordinates the disposal process and paperwork once the City Manager and the Deputy City Manager authorize the dispositions.

During the fourth calendar quarter of 2010, the City sold the following surplus vehicles/equipment through First Capitol Auctions, of Vallejo. After transporting charges and auction administration fees, the City received the following amounts from the sales:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage/Hrs</u>	<u>Sales Revenue</u>
2000 Chevy C35 1-Ton Pickup (424824)	Electric	47,162	\$ 2,293.00
2000 Chevy C35 1-Ton Pickup (425327)	Electric	43,399	2,014.00
1986 Chevy C30 Pickup (138616)	Parks/Rec	91,951	297.00
1997 Chevy Lumina (9171209)	Public Works	69,143	1,971.00
1998 Chevy Lumina (9264820)	Public Works	112,473	669.00
1987 Ford Club Van (32272)	Public Works	97,795	154.00
1996 Ford F150 Pickup (23604)	Public Works	80,970	948.00
1996 Dodge Caravan (83569)	Public Works	146,915	1,227.00
1981 Vermeer Root Cutter	Public Works	578	2,602.00
1984 Brush Bandit Chipper (0013)	Public Works	1087	2,369.50
1989 Dodge Ram 250 Pickup (774677)	Public Works	18,523	204.00
	<b>Total:</b>		<b>\$ 14,748.50</b>

Revenues received from the sale of vehicles are credited to the General Fleet fund or the appropriate Enterprise Capital Fund, according to the previous assignment of the vehicle sold.

**FISCAL IMPACT:** Revenues received from the sale of vehicles are credited as follows and are used to help fund the replacement of these vehicles.

Streets and Drainage (3211)	\$5,175.50
General Fund (1201)	\$3,091.00
Electric Utility (1601)	\$4,307.00
Wastewater (1711)	<u>\$2,175.00</u>
<b>Total:</b>	<b>\$14,748.50</b>

**FUNDING AVAILABLE:** None required.

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

Prepared by Dennis J. Callahan, Fleet and Facilities Manager  
 FWS/DJC/njl

cc: Jordan Ayers, Deputy City Manager/Internal Services Director  
 Kelly Powers, White Slough Fleet Coordinator  
 Barry Fisher, Electric Utility Fleet Coordinator  
 Curt Juran, Streets and Drainage Fleet Coordinator

Dennis Callahan, Fleet and Facilities Manager  
 Brian Longpre, White Slough Fleet Coordinator  
 Chris Tallman, Parks & Recreation Fleet Coordinator  
 Charlie Swimley, Deputy Public Works Director – Utilities

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Request for Proposal and Authorize Advertisement for Inspection, Adjustments and Maintenance Tests of Two Power Transformers at Henning Substation (\$65,000)

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Approve a Request for Proposal and Authorize Advertisement for inspection, adjustments, and maintenance tests of two power transformers at Henning Substation estimated at \$65,000.

**BACKGROUND INFORMATION:** There are two 31.25 MVA power transformers and associated load tap changers (LTC's) installed at Henning Substation. One transformer has been in operation since 1976 and the other since 1984. The most recent maintenance tests were conducted on these transformers in 2003.

A power transformer of this rating is typically maintained every two years. Since it has been approximately seven years that comprehensive maintenance tests were conducted on these transformers, it is prudent to perform such work at this time.

In order to maintain safe and reliable operation of the power transformers in Henning Substation, staff recommends the approval of this request.

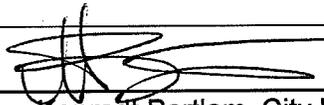
**FISCAL IMPACT:** Estimated cost is \$65,000.

**FUNDING AVAILABLE:** Included in FY2010/11 Budget Account No. 160652.7323

  
\_\_\_\_\_  
Elizabeth A. Kirkley  
Electric Utility Director

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

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

CITY COUNCIL

BOB JOHNSON, Mayor  
JOANNE MOUNCE,  
Mayor Pro Tempore  
LARRY D. HANSEN  
PHIL KATZAKIAN  
ALAN NAKANISHI

# CITY OF LODI

## ELECTRIC UTILITY DEPARTMENT

ELIZABETH KIRKLEY, DIRECTOR

1331 S HAM LANE  
LODI, CALIFORNIA 95242-3995

(209) 333-6762

FAX (209) 333-6839

KONRADT BARTLAM,  
City Manager

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER,  
City Attorney

January 5, 2011

To Prospective Bidders

Subject: **Request for Proposal (RFP) to Conduct Inspection, Adjustments and Maintenance Tests on Two Power Transformers with Load Tap Changers in Henning Substation**

The City of Lodi hereby invites sealed proposals to provide professional services to conduct inspection, adjustments, and maintenance of two power transformers with load tap changers in Henning Substation. Each bid shall be in accordance with this notice and specifications on file and available from the Engineering & Operations Division, City of Lodi Electric Utility Department, 1331 South Ham Lane, Lodi, California 95242, (209) 333-6800 ext. 2418. No bid will be considered unless it is submitted on a format according to the 'ORGANIZATION OF PROPOSAL' Section of this RFP document.

Sealed proposals shall be delivered to the Budget Manager at the Lodi City Hall Annex, 310 West Elm Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) on or before

**February 23, 2011 at 11:00 a.m.**

At that date and hour said sealed proposals will be publicly opened and read in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California. Bidders or their authorized representatives are invited to be present.

Please submit detailed proposal for review and evaluation. If there are any questions regarding this request for proposal, you may contact Weldat Haile, Senior Power Engineer at (209) 333-6763, by email at [whaile@lodielectric.com](mailto:whaile@lodielectric.com). Arrangement for on-site inspection may be made by calling Mr. Haile at least 24 hours in advance of planned inspection.

DEMETRIO S. BUCANEG, JR. -PE  
Assistant Electric Utility Director  
Engineering & Operations Division  
City of Lodi Electric Utility Department

## INTRODUCTION

The City of Lodi Electric Utility Department (EUD) is inviting qualified firms to submit proposals to provide inspection, adjustments and maintenance services on two power transformers with load tap changers (LTC) in Henning Substation. The bidder acknowledges that the maintenance work shall be performed in the vicinity of and around energized lines, bus and equipment.

## SCOPE OF WORK

Successful bidder shall provide personnel, test equipment, materials and supplies to perform the following scope of work:

1. Transformer Inspection and Maintenance
  - a. Mobilize personnel and equipment to EUD substation site
  - b. Verify proper switching and grounding of power equipment
  - c. Visual inspection of power transformer and associated equipment
    - i. Check for oil and nitrogen leaks
    - ii. Check tank pressure and operation of nitrogen systems
    - iii. Check condition of paint
    - iv. Check for broken and damaged components
      1. Bushings
      2. Arresters
      3. Conduit and junction boxes
      4. Control cabinets
      5. External power transformer indicators and auxiliaries
  - d. Conduct LTC inspection
    - i. Collect oil sample for analysis
    - ii. Check LTC breather
    - iii. Visual inspection for leaks and damage
    - iv. Check liquid level gage for operation and proper level
    - v. Check operations counter and record number of operations
    - vi. Check proper electrical and mechanical operation of LTC
    - vii. Verify operation of position indicator
    - viii. Check control cabinet and motor operator
      1. For cleanliness and moisture
      2. Wiring for cracked or damaged insulation, overheating and loose connection
      3. Operation of panel heaters
    - ix. Provide LTC contact lease kit, if needed (Note: Specify if this is an extra fee)
    - x. Drain and store oil from LTC compartment
    - xi. Rinse and clean switch compartment
    - xii. Check wear and alignment of all fixed and moving contacts
    - xiii. Replace any worn parts (Note: Specify cost if this is extra)
    - xiv. Operate LTC to verify proper mechanical timing and alignment on all taps
    - xv. Check and verify:
      1. Transition resistors
      2. barrier boards, seal and connections between main tank and LTC compartment
      3. condition of door gasket
    - xvi. Close and bolt LTC compartment door
    - xvii. Refill oil through pump/filter (Note: Specify cost should new oil is needed)
    - xviii. Check for oil leaks and proper oil level

2. Power Transformer Tests
  - a. Transformer turns ratio
  - b. Power factor of winding insulation
  - c. Winding insulation resistance
  - d. General functional check of controls, gages, cooling, LTC, etc.
  - e. Oil sample for DGA, oil quality and oil dielectric strength test
3. Clean-up and demobilize
4. Deliverables
  - a. Complete inspection report
  - b. Complete test results
  - c. Analysis and recommendations
  - d. Replacement parts and materials as needed

5. Performance and Schedule

The bidder acknowledges that the maintenance work shall be performed in the vicinity of and around energized lines, bus and equipment. The bidder also acknowledges that EUD will be performing normal maintenance, inspections and operations, as necessary, within the substation facility during the transformer inspection/maintenance period to maintain power supply to the City. It is estimated that the above scope of work will take approximately two (2) days per transformer to complete. All inspection tasks and tests must be completed before June 3, 2011. Saturday and Sunday shutdown for testing will be the preferred option in performing this activity. EUD reserves the right to cancel any scheduled maintenance work when electric power capacity is needed to serve the load.

## **SELECTION PROCESS**

Proposals will be reviewed by the Assistant Director, Engineering & Operations Division and the Senior Power Engineer. Complete proposals will be evaluated based on the information submitted. This will permit a recommendation to the City Council for contract award.

## **REJECTION OF PROPOSALS**

The City of Lodi Electric Utility Department reserves the right to reject any and all proposals and to solicit new proposals with modified terms and conditions. It also reserves the right to waive any informality in connection with the proposals.

## **GENERAL PROVISIONS**

**5-409 Responsibility for Damage** The City of Lodi, its elected and appointed boards, commissions, officers, agents and employees shall not accept responsibility for any loss or damages that occur during the scope of work to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property arising from or related to Contractor's negligence or willful misconduct during the progress of the work or any time before final acceptance.

The Contractor shall indemnify and save harmless the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising out of Contractor's negligent acts, errors or omissions in the performance of the work or in consequence thereof. The City of Lodi may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

**5-413 Insurance Requirements for Contractor** The Contractor shall provide proof of insurance to be maintained during the life of this contract as listed under General Liability and Automobile Liability coverage listed below. These insurance policies shall protect the Contractor 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 Contractor's operations under this contract, whether such operations be by Contractor 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. <u>COMMERCIAL GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$2,000,000 Ea. Occurrence             | \$1,000,000 Bodily Injury - Ea. Person       |
|  | \$1,000,000 Bodily Injury - Ea. Occurrence   |
| \$4,000,000 Aggregate                  | \$1,000,000 Property Damage - Ea. Occurrence |

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 of Lodi:

a. Additional Named Insured Endorsement with Primary Wording

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured, insofar as work performed by the insured under written contract with the City of Lodi.

(This endorsement shall be on a form furnished to the City of Lodi and shall be included with Contractor's policies.)

- b. Wording: 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.
- e. 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.).
- f. "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**5-414 Workers' Compensation Insurance**

The Contractor shall provide proof of and maintain during the life of this contract, Worker's Compensation

Insurance for all Contractor's employees employed at the site of the project and, if any work is Subcontracted, 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

## **TERMS AND CONDITIONS**

## TERMS AND CONDITIONS

1. **ACCEPTANCE AND AMENDMENTS:** Seller (the supplier whose name appears on the face of this order) agrees that this order of the City of Lodi (hereinafter referred to as "City") becomes a contract, subject to the terms and conditions set forth below and on the face hereof, when acknowledgment has been signed and returned by Seller (if requested), or upon commencement of performance by Seller. Seller's different or additional terms and conditions are hereby objected to, and no additional or different terms and conditions of Seller, or agreement or understanding to modify contract shall be binding upon the City unless specifically agreed to in writing and signed by City's authorized representative(s). No other action by City shall constitute acceptance of Seller's different or additional terms and conditions.
2. **COMPLIANCE WITH LAWS:** In the performance of work required under this order, Seller agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and shall hold City harmless from liability resulting from failure of such compliance.
3. **FAIR LABOR STANDARDS ACT:** Seller certifies that all supplies, materials or equipment provided under this order will be produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders issued by the U. S. Department of Labor under said Act.
4. **INDEMNIFICATION/HOLD HARMLESS:** Seller further agrees to indemnify and hold harmless City from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorneys' fees, relating in any way to completion of this order, or the goods manufactured and delivered thereunder, except for goods manufactured entirely to City's specifications, and except for actions by City over which Seller has no control, which are claimed or made by any person, firm, or corporation, including employees, workers, servants or agents of Seller and Seller's subcontractors arising from any cause or for any reason whatsoever. Seller further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Seller or against City.
5. **PATENT INDEMNITY:** Seller shall hold City, its officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses and attorneys' fees, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance provided or used in connection with performance under this order. Supplier may, at City's discretion, be required to furnish a bond or other indemnification to City against claims or liability for patent infringement.
6. **DELIVERY:** Time shall be of the essence on this order, and if delivery of supplies, materials or goods is not made in the quantities and at the time(s) specified in the quotation or bid, City reserves the right without liability, and in addition to its other rights and remedies, to take either or both of the following actions:
  - (a) Direct expedited routings of goods ordered (the difference in cost between the expedited routing and the order routing costs shall be borne by the Seller);
  - (b) Terminate the order by notice, effective when received by the Seller, as to ordered goods not yet shipped, and to purchase substitute goods elsewhere and collect from Seller the difference in costs between the substitute goods and goods ordered under the contract.Neither City nor Seller shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to City. If Seller's delay or default is caused by a delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and subcontractor and without the fault or negligence of either of them and the goods to be furnished was not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule. City reserves the right to refuse or reject all shipments over and above the quantity or quantities stated in the contract.
7. **CHANGE ORDERS:** City reserves the right at any time to make written changes within the general scope of the contract in any one or more of the following: (a) Specifications, drawings, and data incorporated in the contract where the items to be furnished are to be specially manufactured for City; (b) Methods of shipment or packing; (c) Time of delivery; (d) Place of delivery; (e) Method of delivery; (f) Quantities.  
If any such changes cause an increase or decrease in the cost of or in the time required for the performance of the contract, an equitable adjustment shall be made in the contract price, or delivery schedule, or both. Any claim by Seller for adjustment in this cause must be approved by City's authorized representative(s) in writing before Seller proceeds with such change. Price increases shall not be binding upon City unless evidenced by a change order, amendment, or revision signed by City's authorized representative(s).
8. **CANCELLATION:** For Seller's failure to comply with any material terms or conditions hereof, or for failure to perform on all or any part of the undelivered portion of the order or contract, City may cancel the order, in whole or in part, without further liability to the City. Such cancellation, however, shall be without prejudice to claims of either party arising prior to cancellation and without prejudice to any claim City may have against Seller for breach inducing cancellation. Failure of City to insist on strict performance or observance by Seller of the order, these conditions or City's rights in any one or more instances shall not constitute a waiver by City of such performance, conditions or rights either then or in the future. Either party may cancel the order without further cost or liability to the other party in the event that any proceedings are instituted by or against the other party in bankruptcy or insolvency under any provision of the Bankruptcy Code, as amended, or in the event of any assignment for the benefit of creditors.
9. **REMEDIES:** Remedies of the parties of the contract include, but are not limited to, the following:
  - (a) If City cancels the contract in whole or in part as provided in Section 7, above, City may procure goods similar to those canceled, by such means and under such terms as City deems necessary and appropriate, and Seller shall be liable to City for any excess costs for such similar goods. Seller shall further be responsible for continued performance of any portion of the order not canceled according to the provisions of the contract;
  - (b) The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, including consequential damages;
  - (c) The failure of City to insist upon strict performance of any of the terms of the contract, or to exercise any rights thereunder shall not be construed as a waiver of City's rights;
  - (d) Seller may be excused from performance under the contract provided that Seller notifies City within five (5) days of discovery of any of the following events:
    - 1.) Acts of God, acts of public enemy, acts of civil authority with lawful jurisdiction over Seller, acts of war, fire, flood, unusually severe weather, earthquake, epidemic, quarantine restrictions, freight embargoes, or acts of City;
    - 2.) Seller's failure to perform is caused by default of a supplier or subcontractor and if such default arises out of causes beyond the control of both the Seller and the supplier or subcontractor and without the fault or negligence of either party;
    - 3.) Seller has made a good-faith effort to obtain supplies or services from other sources in such time to meet City's required delivery schedules, if such events named above cause supplier default.
10. **NOTICE OF LABOR DISPUTES:** Whenever an actual or potential labor dispute delays or threatens to delay the timely performance of the order, Seller shall immediately notify City in writing of all relevant information with respect to such dispute.
11. **ADDITIONAL CHARGES:** No charges for packing, handling, drayage, or special shipping containers or protective materials will be allowed or paid by City unless specified on the face of the purchase order, or specifically listed as an additional and separate charge on Seller's bid. Seller shall be liable for damage to goods caused by improper packing, boxing, or crating.
12. **SHIPMENT/RISK OF LOSS:** Unless otherwise stated on the face of this purchase order, all goods shall be shipped F.O.B. destination, and Seller shall bear all risk of loss or damage of goods covered by the order, except loss or damage occasioned by negligence of City, until final acceptance by City at delivery destination specified on the face of the order. City reserves the right to reject C.O.D. or collect shipments.
13. **TITLE:** Title to all goods purchased hereon shall pass directly from Seller to City at the F.O.B. point specified in this bid and on the face of the order, subject to the right of City to reject goods upon inspection.
14. **INSPECTION/ACCEPTANCE:** Payment for any goods purchased under the contract shall not constitute acceptance thereof. All goods purchased thereunder are subject to inspection at City's discretion, either before or after acceptance, at City's option. City reserves the right to reject and refuse acceptance of goods which is not in conformance with City's specifications, instructions, and drawings, and in conformance with Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit or replacement at City's option and at Seller's risk and expense, including demurrage and/or transportation both ways. City shall not be liable for failure to accept any part of the goods ordered, if such failure is the result of any cause beyond the control of the City. Without limitation, among such causes are fires, floods, acts of God, strikes, casualties, delays in transportation, or partial or total closure of City's facilities. Acceptance of all or any part of the goods shall not be deemed to be a waiver of City's right either to cancel or to return all or any portion of the order because of Seller's failure to conform to the contract, or by reason of defects or other breach of warranty or to make any claim for damages caused by improper boxing, crating, packing or shipping. Such rights shall be in addition to any other remedies provided by law.
15. **LIENS, CLAIMS, AND ENCUMBRANCES:** Seller warrants and represents that all goods delivered under this order will be free and clear of all liens, claims, and encumbrances of any kind.
16. **PAYMENT/DISCOUNT:** Payment shall be made, upon submission of acceptable invoice(s), for goods delivered and accepted as specified herein and on the order. Drafts or statements will not be honored. It is the City's intent to pay all invoices within 30 days following receipt of invoice or date of delivery and acceptance, whichever is later. If invoice amount is in variance with contract amount, payment will be made within thirty days of resolution of variance and receipt of corrected invoice, if applicable.
17. **RETURNS:** All goods purchased under this order are subject to City's inspection and approval as specified in Paragraph 14, above. Goods rejected by City for cause shall be held for pickup, returned, or stored at Seller's sole expense. Where return is necessary due to Seller's error, City reserves the right to assess handling charges equal to Seller's standard restocking fee, as a percentage of the value of the returned goods. Any costs incurred by City shall be promptly reimbursed to City by Seller.
18. **WARRANTIES:** Seller hereby warrants with respect to goods furnished under this order that: (1) Seller has good title to the goods, (2) the goods conforms to City's specifications, instructions, and/or drawings, (3) the goods is fit for the purpose for which it is purchased, (4) the goods is merchantable, (5) the goods has no latent defect, and (6) the goods has been manufactured in a good workmanlike manner using the highest quality material in conformity with the best standard manufacturing practices. This warranty shall survive any inspection, acceptance or return of any such goods and shall apply to City and its customers.
19. **DISPUTES/GOVERNING LAW:** In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of the contract, the losing party shall pay to the prevailing party reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom. The laws of the State of California shall govern any order made pursuant to this bid and subsequent award, and the venue of any actions, disputes, or claims brought thereunder shall be laid in or transferred to the County of San Joaquin in the State of California.

## **MAILING LIST**

Geo. E. Honn Company, Inc.  
853 Cotting Court, Suite A  
Vacaville, CA 95688  
Tel. No. (707) 455-0241  
Fax No. (707) 455-0245  
Attention: James Magolske

Waukesha Electric Systems, Inc.  
c/o Isberg Nott Company  
4725 First Street, Suite 265  
Pleasanton, CA 94566  
Tel. No. (925) 426-4718  
Fax No. (925) 426-0323  
Attention: Karie Spowart or Steve Kanty

Western Utilities Transformer Service  
1010 N. Plaza Drive  
Visalia, CA 93291  
Tel. No. (559) 651-0141  
Fax No. (559) 651-0143  
Attention: Tony Borba

Transformer Services, Inc.  
3075 NW Park View Lane  
Portland, OR 97229  
Tel. No. (503) 645-3500  
Fax No. (503) 645-3588  
Attention: Dan Lupuleasa



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Adopt Resolution Accepting Improvements Under Contract for Water Main Replacement Program, Project No. 3 and Appropriating Funds (\$110,000)

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution accepting improvements under contract for Water Main Replacement Program, Project No. 3 and appropriating funds in the amount of \$110,000.

**BACKGROUND INFORMATION:** The project was awarded to D.A. Wood Construction, Inc., of Empire, on January 20, 2010, in the amount of \$707,516. The contract has been completed in substantial conformance with the plans and specifications approved by City Council on November 4, 2009.

This project consisted of installing approximately 6,890 linear feet of 6-inch and 8-inch water main, 159 new water services, and other incidental and related work.

There were three change orders for this project. At the August 18, 2010 meeting, City Council approved Change Order No. 2, which included removal and replacement of additional asphalt in the project streets (\$160,280.70). Change Order No. 1 (\$47,358.93) and No. 3 (\$75,924.68) included time and materials for extra work related to unknown existing water service conditions, an additional 16 water service connections, replacement of 159 meter box lids and ERTs to meet the new City Water Meter Program standards, and new traffic signal loops at the north side of the Central Avenue/Kettleman Lane intersection as required by Caltrans. The total cost of project Change Orders is \$283,564.31. The cost of project change orders less the additional paving approved by City Council is 17 percent of the original contract. There was also an increase in some of the bid item work quantities totaling \$23,278.22. The total final contract is \$1,014,358.53.

The requested appropriation is to fund the change orders and City staff costs not covered by project contingency.

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

**FISCAL IMPACT:** There will be a decrease of maintenance and repair cost due to the new water mains in the area.

**FUNDING AVAILABLE:** Requested Appropriation: Water Fund (181): \$110,000

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

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

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

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

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST		
TO:	Internal Services Dept. - Budget Division	
3. FROM:	Wally Sandelin	5. DATE: January 20, 2011
4. DEPARTMENT/DIVISION: Public Works/Engineering		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	181		3205	Unreserved Fund Balance	\$110,000
B. USE OF FINANCING	181	181678	1825.2300	Water Main Project #3	\$110,000

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>Water Main Project # 3 consisted of reconstructing 6,890 feet of water pipe and installing 159 new meters. This appropriation request provides for additional costs of change orders and staff costs not already covered by previous appropriations.</p>

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

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

Department Head Signature: Wally Sandelin

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

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

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

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING IMPROVEMENTS UNDER CONTRACT FOR WATER MAIN REPLACEMENT PROGRAM, PROJECT NO. 3 AND FURTHER APPROPRIATING ADDITIONAL FUNDS FOR THE PROJECT

=====

WHEREAS, the project was awarded to D. A. Wood Construction, Inc., of Empire, on January 20, 2010, in the amount of \$707,516; and

WHEREAS, the contract has been completed in substantial conformance with the plans and specifications approved by City Council on November 4, 2009; and

WHEREAS, this project consisted of installing approximately 6,890 linear feet of 6-inch and 8-inch water main, 159 new water services, and other incidental and related work; and

WHEREAS, contract change orders added \$283,564.31 to the project cost and an increase in bid item work quantities totaled \$23,278.22, for a final contract total of \$1,014,358.53;

WHEREAS, staff recommends appropriating \$110,000 from the Water Fund to fund the change orders and City staff costs not covered by project contingency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the improvements under the contract for the Water Main Replacement Program, Project No. 3 and directs the City Engineer to file a Notice of Completion with the County Recorder's Office; and

BE IT FURTHER RESOLVED that additional funds in the amount of \$110,000 be appropriated from the Water Fund for this project.

Dated: February 2, 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 February 2, 2011, by the following vote:

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

RANDI JOHL  
City Clerk



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Improvement Deferral Agreement for 217 East Lockeford Street

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution approving Improvement Deferral Agreement for 217 East Lockeford Street.

**BACKGROUND INFORMATION:** The Fraternal Order of Eagles (Owner) has constructed a new meeting hall located at 217 East Lockeford Street. As a condition of the building permit (B09-0623), the construction of public improvements was required.

The required public improvements include the installation of 236 feet of concrete curb, gutter and sidewalk; five feet of landscaping from the back of the sidewalk along Lockeford Street fronting the subject parcel; and curb return improvements at the northwest corner of Lockeford Street and Washington Street (Exhibit A). Owner has requested that the required improvements be deferred since the City plans to widen Lockeford Street from the Union Pacific Railroad to Cherokee Lane within the next two years.

Owner has executed an Improvement Deferral Agreement and paid the necessary document preparation and recording fees for the agreement. The agreement also states that the owner agrees to pay for and complete the design and installation of the required improvements on Lockeford Street in accordance with City Standards, including payment of engineering and other applicable City fees, at the time of development of adjacent parcel, or at the request of the City, whichever occurs first.

Staff recommends approval of the Improvement Deferral Agreement.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Property owner funding prior to construction.

---

F. Wally Sandelin  
Public Works Director

Prepared by Chris Boyer, Junior Engineer  
FWS/CRB/pmf  
Attachment  
cc: Senior Civil Engineer Fujitani  
Fraternal Order of Eagles

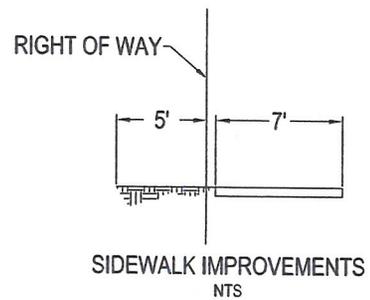
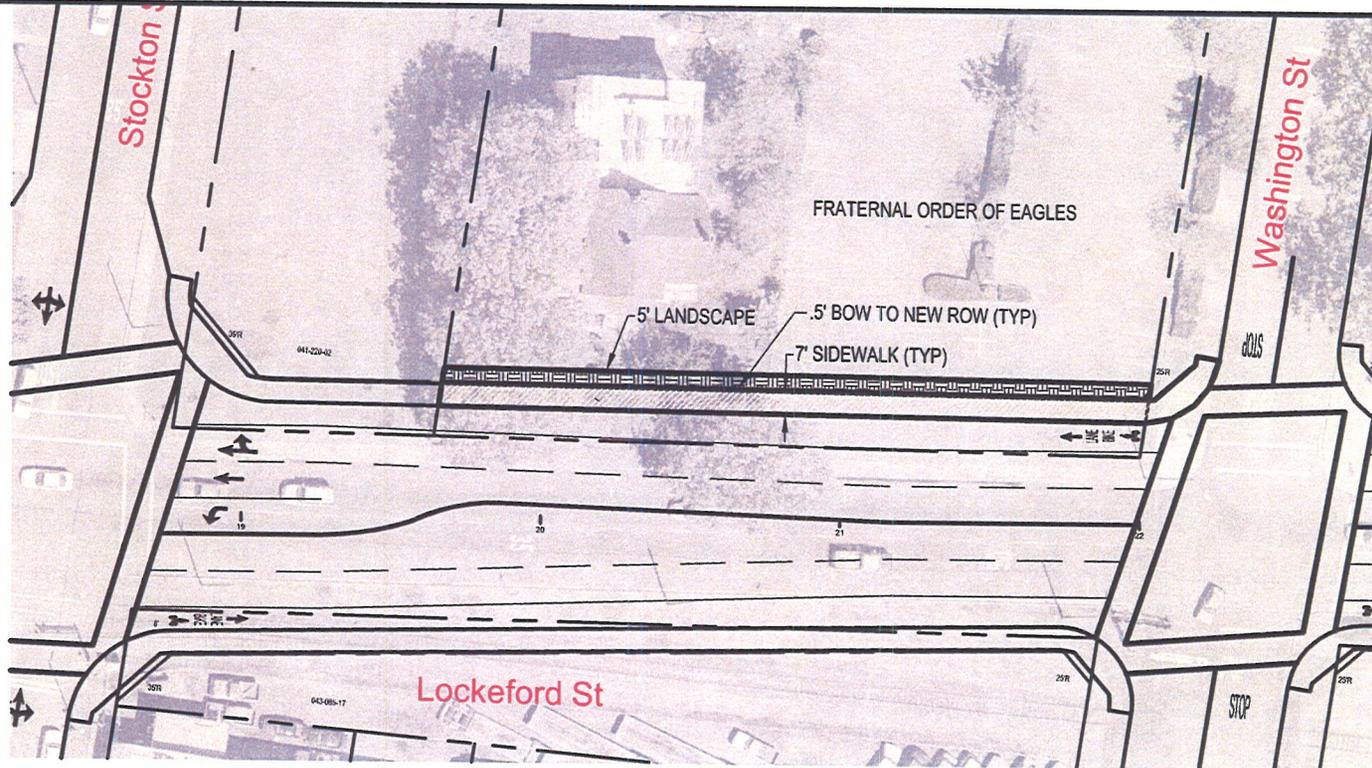
**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Exhibit A Lockeford St Widening Plan 217 Lockeford Street



WHEN RECORDED, RETURN TO:

City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

217 East Lockeford Street, Lodi, California  
(APN 041-220-02)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and FRATERNAL ORDER OF EAGLES, hereinafter referred to as "Owner".

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, known as 217 East Lockeford Street (APN 041-220-02) and described as follows:

Parcel One:

Commencing at the Northwest corner of Block thirty-eight (38), as shown upon Map entitled, "LAWRENCE HOMESTEAD ADDITION", filed for record April 5, 1920, in Vol. 10 of Maps and Plats, Page 5, San Joaquin Count Records, and running thence South 85° 18' East along South line of alley 86 feet for point of commencement of the following described tract; thence South 85° 18' East along South line of said alley 101 feet; thence South 4° 42' West, 182.47 feet to the North line of Lockeford Street as shown upon said Map; thence South 87° 02' West along the said North line of Lockeford Street, 101.90 feet; and thence North 4°42' East, 196.04 feet to a point of commencement. Being a portion Block thirty-eight (38) of said Lawrence Homestead Addition.

Parcel Two:

All of Lots 1, 2 and 3 in Block 3 of the "Map No. 2 Lawrence Homestead Addition" filed April 5, 1920 in Book 10 of Maps and Plats at Page 59, San Joaquin Records.

Building application (B09-0623) has been submitted to allow construction of a new building on the subject property. Installation of public improvements along Lockeford Street are required as a condition of permit issuance in accordance with existing City ordinances and policies regarding off-site improvements as set forth in Title 15, Chapter 15.44 of the Lodi Municipal Code. Required improvements include the installation 236-feet of concrete sidewalks, curb, gutter, 5-foot of landscaping from the back of the sidewalk along Lockeford Street fronting the subject parcel, a modified parking lot layout and curb return improvements at the northwest corner of Lockeford Street and Washington Street. Owner is desirous of complying with existing City ordinances and policies regarding off-site improvements. However, since the City has plans to widen Lockeford Street from the Union Pacific Railroad to Cherokee Lane, Owner has requested that the required improvements on Lockeford Street be deferred.

Council of the City will approve the deferral of the required Lockeford Street improvements on condition that the Owner first enters into and execute this agreement with City.

NOW THEREFORE, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner agrees to pay for and complete the design and installation of the required improvements on Lockeford Street in accordance with City Standards, including payment for engineering and other applicable City fees, at the time of the widening of Lockeford Street or at the request of the City, whichever occurs first, but in no event sooner than one year from the date of execution of this agreement.
2. Owner agrees to undertake the design and construction of the required improvements within 30 days after written notice is given by the City, and will complete the required improvements within 120 days from the date of notice.
3. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
4. If Owner fails to complete the required improvements with the time period specified in Item #2 above, the City is hereby authorized to complete the improvements at the expense of Owner, and may file suit against Owner, its heirs, successors or assigns for the costs incurred, as well as for a reasonable sum to be allowed as and for the City's attorney fees incurred in connection with such litigation for the collection of the monies due or may file a lien against said property for the costs incurred.
5. A copy of the Agreement shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.
6. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin  
Public Works Director  
City of Lodi  
P. O. Box 3006  
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

FRATERNAL ORDER OF EAGLES  
320 N. Washington Street  
Lodi, CA 95240

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

Dated: \_\_\_\_\_ 2010

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

Attest: \_\_\_\_\_  
Randi Johl, City Clerk

FRATERNAL ORDER OF EAGLES

Dated: \_\_\_\_\_ 2010

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

Approved as to form:  \_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

Dated: January 21, 2010

City of Lodi  
Publics Works Department

IMPROVEMENT COST  
ESTIMATE FOR  
DEFERRED IMPROVEMENTS

Development: Fraternal Order of Eagles  
Developer: Fraternal Order of Eagles  
Engineer:

Acres: 0.97  
Date: 11/11/10

TOTAL COST OF PROJECT IMPROVEMENTS					A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER		
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
<b>Street System</b>									
1	Vertical Curb and Gutter	236	LF	24.00	5,664.00	236	5,664.00	0	0.00
2	Sidewalk	1,652	SF	6.00	9,912.00	1,652	9,912.00	0	0.00
3	Curb Return, including Handicap Ramp	1	EA	15,000.00	15,000.00	1	15,000.00	0	0.00
4	Landscape & Irrigation	1,180	SF	11.00	12,980.00	1,180	12,980.00	0	0.00
					<b>Subtotal</b>		<b>\$43,556.00</b>		
						<b>Subtotal</b>	<b>\$43,556.00</b>		
								<b>Subtotal Street System</b>	<b>\$0.00</b>
								10% Engineering & Administration	<b>0.00</b>
								<b>Total Street System</b>	<b>\$0.00</b>
Total Construction Cost							<b>\$43,556.00</b>		
Engineering & Administration (10% of Construction Costs)							<b>\$4,355.60</b>	<b>\$0.00</b>	
Contingencies (10% of Construction Costs)							<b>\$4,355.60</b>	<b>\$0.00</b>	
<b>TOTAL COST</b>						<b>A. Total</b>	<b>\$52,267.20</b>	<b>B. Total</b>	<b>\$0.00</b>

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

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING IMPROVEMENT DEFERRAL  
AGREEMENT FOR FRATERNAL ORDER OF EAGLES  
FOR 217 EAST LOCKEFORD STREET

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Deferral Agreement between the City of Lodi and the Fraternal Order of Eagles for installation of public improvements for the facility located at 217 East Lockeford Street; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: February 2, 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 February 2, 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 Consignment Agreement for San Joaquin Regional Transit District Ticket Sales at Lodi Transit Station

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute consignment agreement for San Joaquin Regional Transit District ticket sales at Lodi Transit Station.

**BACKGROUND INFORMATION:** San Joaquin Regional Transit District (SJRTD) has requested the City execute a consignment agreement for the sale of SJRTD tickets. The proposed consignment agreement details the consignment sales procedure, advertising details, responsibility in the event of loss, and termination procedures.

In addition to selling GrapeLine and Greyhound passes, the same MV Transportation staff currently sells SJRTD passes at the Lodi Transit Station. According to MV staff, the transit operator has sold SJRTD and SMART (prior regional transit agency) passes since the completion of the Lodi Transit Station in 2000. There is no record of a consignment agreement between SJRTD and the City for this service.

Annually, the City receives a commission of approximately five percent of gross SJRTD ticket sales over \$6,000, as stated in the attached agreement. Approximately 360 SJRTD passes are sold annually, and the City receives less than \$100 in ticket sale commission from SJRTD.

MV Transportation’s contract with the City does not specify details for the SJRTD tickets sale procedure and liability. Therefore, the City and MV Transportation, Inc., will execute a no-value Contract Amendment detailing the ticket sale procedure and liability, under the City Manager’s authority.

SJRTD ticket sales commission does not significantly affect the City’s transit revenues; however, this ticket sale service, along with Greyhound and AMTRAK’s automatic ticket machine in the main lobby, provides a convenient method for Lodi community transit users to purchase tickets and to travel on regional transit systems. If the City elects not to sell SJRTD passes, the closest location for Lodi citizens to purchase passes would be at the fare vending machine located at Hammer Lane and Pacific Avenue in Stockton.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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

Prepared by Julia Tyack, Transportation Planner  
FWS/JMT/pmf  
Attachment

cc: MV Transportation Inc. General Manager Brenda Kuykendall  
Transportation Manager/ Senior Traffic Engineer

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

## CONSIGNMENT AGREEMENT

THIS AGREEMENT is entered into at Stockton, California, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **LODI TRANSPORTATION STATION** (hereafter "CONSIGNEE"), and the **SAN JOAQUIN RTD**, (hereinafter "DISTRICT").

1. Effective on the date of this Agreement, and continuing thereafter until such time as the Agreement is terminated under terms specified herein, CONSIGNEE shall, at its own expense, sell the DISTRICT's bus tickets and passes and keep proper records of such sales. CONSIGNEE shall report and account for all sales and render payment for such sales as provided in the DISTRICT's Consignment Sales Procedure, a copy of which is attached as Exhibit "A".
2. The DISTRICT will provide such display, advertising, signs and bus route schedules which the CONSIGNEE shall display in a prominent location for the public to see. The DISTRICT will be responsible for seeing that the CONSIGNEE has the most current materials for display by the CONSIGNEE.
3. In performing such sales activity, CONSIGNEE shall act as an independent contractor and not as an agent or employee of the DISTRICT. All personnel of the CONSIGNEE engaged in the performance of this Agreement shall be subject to the CONSIGNEE's management and control and shall not be employees or agents of the DISTRICT.
4. The CONSIGNEE shall maintain, in a safe and secure location, the bus tickets and passes and the funds collected by CONSIGNEE from the sale thereof. In the event of any loss, destruction or disappearance from fire, water, burglary, robbery or theft of the bus tickets, passes and/or funds (when said funds are maintained in its separate collection box), the DISTRICT shall be responsible for the value thereof up to \$1,500.00 per occurrence. The CONSIGNEE will be fully responsible for any and all other losses, including any and all loss due either to the gross negligence of the CONSIGNEE, including its employees, or from internal theft.
5. This Agreement may be terminated by either party at any time as the parties may mutually agree or by one party giving written notice of termination to the other. Upon termination, CONSIGNEE shall forthwith deliver to DISTRICT all unsold bus tickets and passes, all funds due to DISTRICT and all of the DISTRICT'S property and all papers and records, or copies thereof, relating to or used in the performance of this Agreement, which the CONSIGNEE has in its possession at the time of termination.
6. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent

necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall continue to apply.

- 7. This Agreement shall be construed, interpreted and governed by the laws of the State of California and applicable federal law.
- 8. This agreement contains the entire agreement between the parties relating to the operation of the CONSIGNEE as a sales outlet on behalf of the DISTRICT for bus ride tickets and passes. This agreement supersedes and replaces all prior and contemporaneous oral and written agreements, negotiations and discussions between the parties hereto with respect to the subject matter of this agreement between the CONSIGNEE and the DISTRICT and contains all of the covenants and agreements between the parties with respect thereto. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing, signed by both parties hereto.

**IN WITNESS WHEREOF,** CONSIGNEE AND DISTRICT have executed this agreement as of the date first above written.

**CONSIGNEE:**

**DISTRICT:**

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

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

**LODI TRANSPORTATION STATION**

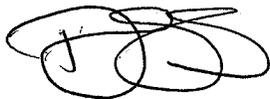
**SAN JOAQUIN RTD**

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

By: \_\_\_\_\_  
Gloria Salazar,  
Assistant General Manager/CFO

Address and Telephone Number:  
24 S. Sacramento St.  
Lodi, CA 95240 P.O Box 220  
(209)

Address and Telephone Number:  
P.O. Box 201010  
Stockton, CA 95201  
(209) 948-5566



**EXHIBIT A**  
**CONSIGNMENT SALES PROCEDURE**

The District will issue the first set of bus passes and tickets in a total amount not to exceed \$10,000.00 in value. The lists of bus tickets and passes and prices will be provided.

Additional bus tickets and passes will be issued upon request by phone or by fax from the CONSIGNEE to DISTRICT's Accounting Department. The District will make every effort to deliver the tickets and passes within two workdays after the request is received by the District. A bus ticket and pass request form will be provided to the CONSIGNEE.

Notice of price changes will be communicated to CONSIGNEE as soon as possible.

Sales proceeds shall be remitted to the DISTRICT within 31 days following the end of the month by mailing a check, or personally delivering the check, to the DISTRICT office, 1533 East Lindsay Street, Stockton, CA. A summary of sales for the period covered and the inventory count of tickets and passes on hand must be attached to the check.

The DISTRICT will summarize the CONSIGNEE's sales for the fiscal year to determine the amount of the sales commission due to the CONSIGNEE. The District will pay to the CONSIGNEE a sales commission computed in accordance with the following: 5% of gross sales over \$ 6,000.00 during the fiscal year. The commission check will be issued at the end of the month following the end of the fiscal year.

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

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
CONSIGNMENT AGREEMENT FOR SAN JOAQUIN  
REGIONAL TRANSIT DISTRICT TICKET SALES AT  
LODI TRANSIT STATION

=====

WHEREAS, San Joaquin Regional Transit District has requested the City execute a consignment agreement for sale of SJRTD tickets. The proposed consignment agreement details the consignment sales procedure, advertising details, responsibility in the event of loss, and termination procedures; and

WHEREAS, in addition to selling GrapeLine and Greyhound passes, the same MV Transportation staff currently sells San Joaquin Regional Transit District passes at the Lodi Transit Station. According to MV staff, the transit operator has sold SJRTD and SMART (prior regional transit agency) passes since the completion of the Lodi Transit Station in 2000, but there is no record of a consignment agreement between SJRTD and the City for this service; and

WHEREAS, annually, the City receives a commission of approximately five percent of gross San Joaquin Regional Transit District ticket sales over \$6,000. Approximately 360 passes are sold annually, and the City receives less than \$100 in ticket sale commission from San Joaquin Regional Transit District.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a consignment agreement for San Joaquin Regional Transit District ticket sales at the Lodi Transit Station.

Dated: February 2, 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 February 2, 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:** Set a Public Hearing for February 16, 2011, to Consider the Approval of an Amendment of the 2010/11 Action Plan and the Reallocation of Available Community Development Block Grant (CDBG) Program funds.

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Community Development Department

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**RECOMMENDED ACTION:** Set a Public Hearing for February 16, 2011, to consider the approval of an amendment to the 2010/11 Action Plan and the reallocation of available Community Development Block Grant (CDBG) Program funds.

**BACKGROUND INFORMATION:** The 2010/11 Action Plan, approved on May 5, 2010, provides a detailed description of each CDBG-funded activity proposed for the fiscal year, as well as the City's CDBG budget and goals for the fiscal year.

The allocation of CDBG funds for the Water Meter Replacement Project are available for reallocation as it has been determined that the cost for administering the CDBG funding for that activity (i.e. eligibility determination, environmental review and clearance, etc.) would exceed the funding provided to each eligible recipient, and therefore not cost-effective.

The reallocation of these funds to another eligible activity requires an amendment to the Action Plan through a Public Hearing. The specific recommendations for reallocating these funds will be identified in the staff report for the February 16 Public Hearing.

**FISCAL IMPACT:** Not Applicable

**FUNDING AVAILABLE:** 2010/11 Community Development Block Grant

\_\_\_\_\_  
Konradt Bartlam  
Community Development Director

KB/jw

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

**Comments by the public on non-agenda items**

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

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

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

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Consider the Process Regarding Appointments to Various City Boards, Committees and Commissions

**MEETING DATE:** February 2, 2011

**PREPARED BY:** Randi Johl, City Clerk

---

**RECOMMENDED ACTION:** Consider the process regarding appointments to various City boards, committees and commissions.

**BACKGROUND INFORMATION:** Staff brings this item forward for Council consideration as a follow-up to the request made by Council at the January 5, 2011 City Council meeting.

Resolution No. 2003-156 and Council Protocol Manual Section 5.2 sets forth the process associated with appointment to the City's boards, committees and commissions. The process generally includes the (1) posting of a vacant position for thirty days, (2) review of the applications and possible interviews by the Mayor, (3) recommendation for appointment by the Mayor, and (4) ratification of the recommendation by a majority of the City Council.

It is recommended that the City Council consider the item and provide staff direction accordingly.

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

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

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Randi Johl  
City Clerk

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

RESOLUTION NO. 2003-156

A RESOLUTION OF THE LODI CITY COUNCIL ESTABLISHING CITY  
COUNCIL POLICY REGARDING APPOINTMENT OF PERSONS TO  
MEMBERSHIP ON CITY BOARDS AND COMMISSIONS

---

WHEREAS, the City has various boards and commissions that provide advice and recommendations to the City Council; and

WHEREAS, the City Council wishes to formalize the process and establish guidelines for the selection of persons to be members of City boards and commissions; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt the following procedure regarding the appointment of persons to membership on City Boards and Commissions:

1. The City Council directs the City Clerk to advertise the existence of a board or commission vacancy thereby requesting that interested persons, who are registered voters of San Joaquin County (except Planning Commission and Site Plan and Architectural Review Committee applicants who must also reside within City limits), apply for the vacancy. Greater Lodi Area Youth Commission student applicants shall be exempt from the registered voter requirement. Applications are to be accepted by the City Clerk for thirty (30) days.

2. Following the close of the application period, the Mayor will review the applications and at the Mayor's discretion, applicants may be interviewed.

3. Following the completion of Step 2, the Mayor shall submit the recommended names to the City Council for approval. Upon a majority vote of the quorum of the meeting at which the names are presented, appointment shall occur for the term specified.

4. The Mayor in recommending names to the City Council is encouraged to give preference to City of Lodi residents who are registered voters.

Dated: August 20, 2003

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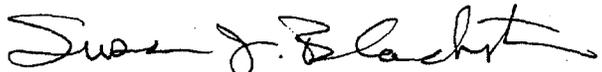
I hereby certify that Resolution No. 2003-156 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2003, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Howard, and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Beckman and Land

ABSTAIN: COUNCIL MEMBERS – None

  
SUSAN J. BLACKSTON  
City Clerk

#### 4.5 Evaluation of City Council Appointees (Res. 2002-224)

Pursuant to Resolution No. 2002-224, adopted by the Lodi City Council on November 6, 2002, the City Council shall conduct Council Appointees' evaluations annually over the course of two City Council closed session meetings.

The purpose of Council Appointee evaluations is to: 1) motivate Appointees to work at their highest capacity by jointly establishing job standards and objectives, review progress toward achieving those results, and subsequently plan the Appointee's future development; 2) determine an Appointee's performance level to assist in making appraisals for merit pay increases and disciplinary actions; and 3) serve as a means of communication between City Council and the Appointee.

### 5. COMMISSION APPOINTMENTS

#### 5.1 Commissions

City commissions (which hereinafter include standing Council-appointed boards, commissions, and committees) serve as advisory bodies to facilitate public input and citizen participation in the determination of public policies. This is accomplished by formulating recommended courses of action and policy to the City Council with whom final determination rests. The Planning Commission (LMC Chapter 2.16, "Planning Commission") has authority to make final determination in applicable circumstances (see LMC Title 17, "Zoning").

#### 5.2 Commission Appointments

Resolution No. 2003-156, adopted by the Lodi City Council on August 20, 2003, establishes the policy regarding appointment of persons to membership on City commissions. Commission applicants, with the exception of the Greater Lodi Area Youth Commission, must be registered voters of San Joaquin County, and Site Plan and Architectural Review Commission applicants must be registered voters of the City of Lodi. Pursuant to LMC Section 2.16.010, "Established—Appointment," Planning Commission applicants must be registered voters of the City of Lodi. Applications are to be accepted by the City Clerk for 30 days and shall remain valid and on file for one year. Exception: Full-time and part-time City employees are prohibited from serving on a commission.

Those seeking appointment to a commission must submit an application to the City Clerk's Office. Those commissioners whose terms have expired must submit a new application; terms are not automatically renewed. Following the close of the 30-day application period, copies of all applications will be provided to Council Members for informational purposes, as well as to the appropriate staff liaisons.

Exception: The Greater Lodi Area Youth Commission may conduct independent interviews of all applicants, providing the Mayor with a ranking of the top ten, which he/she shall use in selecting qualified candidates.

The Mayor may request interviews or otherwise determine a selection process and shall submit recommendation(s) for appointment to the City Clerk's Office for placement on the City Council agenda for motion action.

### 5.3 Commission Responsibility

Commissioners should respect the public and staff and shall take seriously their responsibility for reporting to the City Council. Positions taken by appointed representatives should be in alignment with the positions that the Council has taken on issues that directly impact the City of Lodi. Commissioners shall make a good faith effort to attend all scheduled meetings and will notify the City liaison if they will be absent. Each Council-appointed commission shall be designated a staff liaison who shall make certain that the commission is properly instructed on its responsibilities and performance expectations. This may include the issuance of the commission's bylaws or guidelines, as well as copies of The Brown Act and Resolution No. 2006-31, "Rules of Conduct of Meetings, Proceedings, and Business." The City Attorney may from time to time conduct Brown Act workshops for new commissioners.

Commissioners may address the Council on items discussed by their respective bodies but should be limited to the chair or a representative that has been appointed by the commission. This will not take precedence over any individual's first amendment right to address the Council as an individual.

### 5.4 Council Contact with Commissions

Members of the City Council should not attempt to influence or publicly criticize commission recommendations, or to influence or lobby individual commission members on any item under their consideration. It is important for commissions to be able to make objective recommendations to the City Council on items before them. An exception to the Brown Act allows a legislative body majority to attend an open and noticed meeting of a standing committee of the legislative body provided that the legislative body members who are not members of the standing committee attend only as observers, meaning that they cannot speak or otherwise participate in the meeting.

### 5.5 Ad Hoc Committees and Task Forces

The City Council, through the City Manager, shall make certain that all Council-appointed ad hoc committees and task forces are properly instructed in their assigned scope of work and responsibility. The