



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: February 3, 2016

Time: 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call – N/A

C-2 Announcement of Closed Session – N/A

C-3 Adjourn to Closed Session – N/A

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

C-4 Return to Open Session / Disclosure of Action – N/A

A. Call to Order / Roll Call

B. Presentations

B-1 Certificate of Recognition for Abbie Mulbarger for Participation in Earth Hour (EU)

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

C-1 Receive Register of Claims in the Amount of \$3,841,819.26 (FIN)

C-2 Approve Minutes (CLK)

a) January 6 and January 20, 2016 (Regular Meetings)

b) January 12, January 19, and January 26, 2016 (Shirtsleeve Sessions)

C-3 Approve Specifications and Authorize Advertisement for Bids for Lodi Electric Utility Storage Yard Block Wall (PW)

C-4 Accept Improvements Under Contract for City Hall Annex First Floor Phase 2 Interior Remodel Project (PW)

C-5 Accept Improvements Under Contract for School Street Tree Well LED Light Retrofit Project, Lodi Avenue to Locust Street (PW)

Res. C-6 Adopt Resolution Accepting U.S. Environmental Protection Agency Brownfields Community-Wide Assessment Grant and Appropriating Funds (\$400,000); and Awarding Contract for Brownfields Grant Implementation Assistance to Stantec Consulting Corporation, of Rancho Cordova (\$376,000) (CD)

Res. C-7 Adopt Resolution Authorizing City Manager to Apply for Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety (\$180,000) (PD)

Res. C-8 Adopt Resolution Authorizing City Manager to Apply for Petco Foundation Grant (\$23,933) (PD)

C-9 Receive Report Regarding Boards, Committees, and Commissions (CLK)

C-10 Set Public Hearing for February 17, 2016, to Consider the Appeal of Bella Terra Plaza / Rio Valley Charter School for Reconsideration of the Planning Commission Project Indecision (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.

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

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

G. Public Hearings – None

H. Communications

H-1 Post for One Expiring Term on the Lodi Improvement Committee (CLK)

I. Regular Calendar

I-1 Provide Direction on the Setting of Rebate Caps for the Annual Lodi Electric Utility Solar Rebate Program (EU)

J. Ordinances – None

K. Adjournment

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

Jennifer M. Ferraiolo
City Clerk

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

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



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Present a Certificate of Recognition to Abbie Mulbarger for her Efforts to Promote Earth Hour 2016

MEETING DATE: February 3, 2016

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Present a Certificate of Recognition to Abbie Mulbarger for her efforts to promote Earth Hour 2016.

BACKGROUND INFORMATION: Abbie Mulbarger, a high school junior, is actively involved in the promotion of the Earth Hour event scheduled for March 19, 2016. According to the website, Earth Hour is both an event and an organized movement intended to unite people around the world to create positive environmental and social impact. Ms. Mulbarger is recognized this evening for her efforts and will be making a brief presentation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Adam Brucker
Business Development Manager

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through January 14, 2016 in the total amount of \$3,841,819.26

MEETING DATE: February 3, 2016

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,841,819.26

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,841,819.26 through 1/14/16. Also attached is Payroll in the amount of \$1,441,298.30

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste
Financial Services Manager

RRP/mlm

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

1/1/2016 through 1/14/2016

| Fund | | | Amount |
|-------------------------------------|--|--|---------------------|
| 100 - General Fund | | | 2,198,689.75 |
| 120 - Library Fund | | | 12,274.97 |
| 140 - Expendable Trust | | | 27,653.63 |
| 200 - Parks Rec & Cultural Services | | | 36,889.58 |
| 214 - LPD-OTS Grants | | | 8.15 |
| 270 - Comm Dev Special Rev Fund | | | 18,129.36 |
| 301 - Gas Tax-2105 2106 2107 | | | 37,819.68 |
| 303 - Measure K Funds | | | 231,929.03 |
| 307 - Federal - Streets | | | 23,545.76 |
| 350 - H U D | | | 27,593.17 |
| 402 - Info Systems Replacement Fund | | | 10,558.21 |
| 403 - Vehicle Replacement Fund - PD | | | 32.00 |
| 431 - Capital Outlay/General Fund | | | 93,585.26 |
| 432 - Parks & Rec Capital | | | 161,837.16 |
| 437 - IMF Parks & Rec Facilities | | | 527.80 |
| 500 - Electric Utility Fund | | | 161,892.22 |
| 501 - Utility Outlay Reserve Fund | | | 12,622.69 |
| 504 - Public Benefits Fund | | | 86,929.25 |
| 508 - Environmental Compliance | | | 33,015.39 |
| 530 - Waste Water Utility Fund | | | 127,750.59 |
| 531 - Waste Wtr Util-Capital Outlay | | | 144,587.92 |
| 560 - Water Utility Fund | | | 84,415.04 |
| 561 - Water Utility-Capital Outlay | | | 114,913.98 |
| 565 - PCE/TCE Rate Abatement Fund | | | 7,093.20 |
| 590 - Central Plume | | | 20,218.87 |
| 600 - Dial-a-Ride/Transportation | | | 43,258.15 |
| 601 - Transit Capital | | | 914.34 |
| 650 - Internal Service/Equip Maint | | | 32,203.00 |
| 655 - Employee Benefits | | | 460.30 |
| 660 - General Liabilities | | | 1,561.10 |
| 665 - Worker's Comp Insurance | | | 88,909.71 |
| Total | | | 3,841,819.26 |

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 1/3/2016

| Fund | Description | Amount |
|---------------------|-------------------------------|---------------------|
| 100 | General Fund | 922,761.06 |
| 120 | Library Fund | 20,683.28 |
| 200 | Parks Rec & Cultural Services | 70,387.76 |
| 214 | LPD-OTS Grants | 10,322.32 |
| 219 | LPD-ABC Grant | 1,255.30 |
| 270 | Comm Dev Special Rev Fund | 29,898.20 |
| 301 | Gas Tax-2105 2106 2107 | 27,696.36 |
| 500 | Electric Utility Fund | 179,491.74 |
| 530 | Waste Water Utility Fund | 129,954.13 |
| 560 | Water Utility Fund | 21,273.25 |
| 600 | Dial-a-Ride/Transportation | 8,568.70 |
| 650 | Internal Service/Equip Maint | 16,550.49 |
| 655 | Employee Benefits | 2,455.71 |
| Report Total | | 1,441,298.30 |



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) January 6, 2016 (Regular Meeting)
b) January 12, 2016 (Shirtsleeve Session)
c) January 19, 2016 (Shirtsleeve Session)
d) January 20, 2016 (Regular Meeting)
e) January 26, 2016 (Shirtsleeve Session)

MEETING DATE: February 3, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) January 6, 2016 (Regular Meeting)
b) January 12, 2016 (Shirtsleeve Session)
c) January 19, 2016 (Shirtsleeve Session)
d) January 20, 2016 (Regular Meeting)
e) January 26, 2016 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 6, 2016**

- 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 6, 2016, was called to order by Mayor Chandler at 7:00 p.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

- B. Presentations - None
- C. Consent Calendar (Reading; Comments by the Public; Council Action)

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler
Noes: None
Absent: None

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

Claims were approved in the amount of \$6,186,664.97.

- C-2 Approve Minutes (CLK)

The minutes of December 1, 2015 (Shirtsleeve Session), December 2, 2015 (Regular Meeting), December 15, 2015 (Shirtsleeve Session), December 16, 2015 (Regular Meeting), December 22, 2015 (Shirtsleeve Session), and December 29, 2015 (Shirtsleeve Session) were approved as written.

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

Approved the plans and specifications and authorized advertisement for bids for 2016 Crack Sealing, West Lodi Avenue.

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

Approved the specifications and authorized advertisement for bids for the rental and cleaning of uniforms for certain field and warehouse employees.

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

Adopted Resolution No. 2016-01 authorizing the purchase of a Megger Relay Test System from Megger USA, of Dallas, Texas, in the amount of \$50,200.

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

Adopted Resolution No. 2016-02 authorizing the City Manager to execute a contract with WMB Architects, of Stockton, to initiate schematic designs for the Teen Scene area at the Lodi Public Library, accepting a donation from the Library Board of Trustees, and appropriating funds in the amount of \$7,891.

D. Comments by the Public on Non-Agenda Items

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Elizabeth Bowman expressed concern about the increase in crime throughout Lodi, stating that she moved to Lodi from Stockton to feel safe, but she no longer has a sense of security in the community. She asked what citizens can do to improve the situation.

Mayor Chandler stated that her concerns are shared by all and reported that the Lodi Police Department recently added more officers to its force and is doing what it can to address the issue.

Council Member Mounce agreed that Lodi is a different place than it was many years ago and suggested citizens get involved by starting Neighborhood Watch programs, instituting a neighborhood telephone tree, watching out for one another, and notifying the Police Department about suspicious activities and crimes. Council Member Mounce stated that staff will forward her concerns to the Police Chief and request extra patrol in her neighborhood.

Council Member Nakanishi agreed with the previous two statements and stressed the importance of Neighborhood Watch programs.

Council Member Johnson requested that the speaker leave her contact information with the City Clerk and he would ask Jan Thalken with the Lodi Police Partners Program to meet with her to discuss the formation of a Neighborhood Watch program in her neighborhood.

Kathleen Tachella stated she lives in the County with a Lodi address and has supported Lodi businesses, schools, and the community for the last 26 years. She too expressed the concern of the growing violence and increase in crime in Lodi, stating that the Police Department needs more assistance and that citizens want to know what they can do to help. Lodi has the potential to be a major tourist attraction, but a high crime rate would jeopardize the investment, time, and

money this community has devoted. Ms. Tachella expressed support for Neighborhood Watch programs but was uncertain how such a program would work in the county.

Council Member Johnson requested she provide her contact information to the City Clerk as well because he knows an individual who may be able to assist her with options for those residing on the outskirts of town.

Mike Lusk expressed appreciation to Council Member Mounce and Electric Utility Director Elizabeth Kirkley and her staff for the tour of Lodi Electric Utility (LEU) and the demonstrations given by the Utility employees. He stated he believed LEU is dedicated to providing reliable service to Lodi.

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

Council Member Mounce also thanked Electric Utility Director Elizabeth Kirkley for the Lodi Electric Utility (LEU) tour, as well as Mr. Lusk, Susie Rabusin, and April Morse for participating. She stated it was very interesting and she believed everyone learned a bit more about LEU. Council Member Mounce sent her regards to the family of the young lady who was attacked at the dog park and wished her a speedy recovery.

Council Member Nakanishi stated that Lodi is safer than most cities, but studies show gangs are moving into Lodi and, coupled with the vicious attack at the dog park, he cautioned all citizens to be vigilant.

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

City Manager Schwabauer informed Ms. Bowman that he provided the Police Chief with her contact information. With regard to crime statistics, Mr. Schwabauer stated that most crimes have decreased with the exception of property crimes, especially in California. A precise explanation cannot be pinpointed; however, he believed that the growing problem centers around the California Realignment Act, which states that lesser offenses, such as robbery, do not justify jail sentences. Mr. Schwabauer encouraged those opposed to realignment contact their legislators.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Declaring the Formation of a Groundwater Sustainability Agency Within Lodi City Limits (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Chandler called for the public hearing to consider adopting a resolution declaring the formation of a Groundwater Sustainability Agency (GSA) within the Lodi city limits.

Interim Public Works Director Charlie Swimley provided a PowerPoint presentation regarding the formation of a GSA. Specific topics of discussion included basin identification and boundaries, proposed GSA boundaries, Sustainable Groundwater Management Act (SGMA) timeline, GSA formation, GSA formation process, next steps, basin GSA filing status, collaboration structure, estimated cost, and recommendation. City Manager Schwabauer explained that local entities are required to form GSAs alone or with others; San Joaquin County filed to form a GSA over the top of Lodi, with which Lodi disagrees; and the recommendation is to file a counter declaration to form a GSA in the city limits and negotiate further with the County.

In response to Mayor Pro Tempore Kuehne, Mr. Swimley stated the recommendation is to file exclusively and independently. Mr. Schwabauer added that a joint effort with Woodbridge Irrigation District (WID) and North San Joaquin Water Conservation District (NSJWCD) could occur during the negotiation process, but at this point the City is anticipating a solo effort. Mr. Swimley stated the benefits of going solo is Lodi's ability to maintain autonomy and demonstrate sustainability with its groundwater resources. WID is close to being sustainable, but he was uncertain of NSJWCD's status. An exclusive GSA for Lodi would mean control over its

own resources. Mr. Swimley explained that the County would form a coordination agreement with Lodi and any other agency that intends to file exclusively, but it is unclear at this time how that agreement would be structured. Mr. Schwabauer added that staff envisions the coordination agreement to include a policy allowing Lodi to manage its groundwater pumping and that the City contribute to the County's sustainability in the larger aquifer by applying data from Lodi. Mayor Pro Tempore Kuehne stated it would be helpful to view a map with the complete boundaries of NSJWCD and WID in the water basin.

Council Member Mounce stated she was in support of the recommended action, stressing that Lodi must protect its water rights by preventing other agencies from controlling Lodi's decisions. The City spent millions of dollars to become a sustainable community, and she believed Lodi should operate a GSA on its own.

Council Member Nakanishi stated he is a member of the Groundwater Banking Authority and has participated in this issue since its inception. He explained that the intention behind this legislation was to create a large entity to control a significant area. Initially, he believed it would be less costly to join a larger group; however, this law will regulate and take what it wants. Lodi is in a better position than most with regard to its water, and Council Member Nakanishi agreed that it should be in a GSA by itself.

In response to Council Member Johnson, Mr. Swimley stated that agencies within the county vary in opinion about whether to move forward independently with a GSA or fall under the County's umbrella, primarily because some communities lack funding to cover costs associated with this piece of legislation. Mr. Swimley clarified that it is staff's intention to cooperate in preparing the GSA plan coordinated throughout the county, but it is important that the City file its declaration to form a GSA before the coordination agreement is drafted so Lodi has some leverage. Those agencies that do not file in the 90-day period will be declared by the State to fall under the County's GSA.

In response to Mayor Chandler, Mr. Swimley confirmed that Lodi can only file for its city limits and not for the sphere of influence. City Attorney Magdich concurred that Lodi is permitted to file only for the city limits and the detached land at White Slough.

In response to Council Member Johnson, Mr. Swimley stated that staff has had discussions with NSJWCD about adjusting its boundaries because a portion is in the city limits, and if it chooses not to do so, the City would enter into a separate coordination agreement with NSJWCD. Mr. Schwabauer added there are overlapping jurisdictions and the City will need to work out those areas with the respective entities.

Council Member Nakanishi cautioned that the State may not accept independent GSAs and could conversely require regional districts. Should that occur, Lodi would have to join the County's GSA and would be subject to the County's decisions unless bylaws are created that would allow Lodi to continue to determine its own needs.

Mayor Chandler opened the public hearing for public comment.

Mike Lusk agreed that Lodi should remain independent to preserve its own power and autonomy. He questioned if Lodi, WID, and NSJWCD each filed independently under the County's umbrella, can the three entities align as a voting block within the County's GSA. Mr. Schwabauer explained that, under the County proposal, the smaller entities would be applicants, not voting members, and the County would have the final decisions. Mr. Lusk questioned if bylaws under the County GSA would be determined by the individual members locally or by the State. Mr. Schwabauer stated the bylaws will give the GSA powers as set forth in the SGMA, and if the City formed an independent GSA, the bylaws would come to Council for formation and public input and adoption. Council Member Nakanishi stressed that the State may not allow multiple independent GSAs and require one large group instead, which would set bylaws and determine the powers. If that occurs, his hope is that Lodi would have input to allow Lodi to determine its own water use.

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

Council Member Johnson stated he would support the request and questioned the timeline and if there was a fallback position if things do not move according to plan with the County. Mr. Swimley stated the City will cooperate with the County, while protecting its interests, and added that the January 13, 2016, SGMA meeting will likely provide a clearer picture. The County was forced to file its declaration after the Stockton East Water District filed its intent, which set forth a series of events and deadlines including Lodi's timeline. Staff is intent on meeting that deadline to preserve Lodi's leverage. Mr. Schwabauer stated that legally it is unclear what happens if Lodi cannot come to agreement on the boundaries. When staff appeared before the San Joaquin County Board of Supervisors on this issue, the County Engineer, Public Works Director, and Board all indicated they were willing to negotiate a coordination agreement and walk away from Lodi and the other agencies, but that remains to be seen. If there is a battle on this matter, it is unknown how it would be resolved, but he believed it would likely be a hearing before the State Water Board.

Council Member Nakanishi stated that the County started the process because, if no one initiates a GSA, that responsibility goes to the State. Mr. Schwabauer stated that filing this action will give Lodi leverage to negotiate as a member of the GSA rather than be a supplicant to the County.

Council Member Mounce made a motion, second by Mayor Pro Tempore Kuehne, to adopt Resolution No. 2016-03 declaring the formation of a Groundwater Sustainability Agency within the Lodi city limits.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications

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

Council Member Mounce made a motion, second by Mayor Pro Tempore Kuehne, to confirm annual appointment of City Council Members on various boards, committees, and commissions.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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

Council Member Mounce made a motion, second by Council Member Johnson, to make the following appointments:

Lodi Arts Commission

Edward Casillas, term to expire July 1, 2017

Steven Orr, term to expire July 1, 2018

Lodi Senior Citizens Commission

Teresa Whitmire, term to expire December 31, 2019

Tracy Williams, term to expire December 31, 2019

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

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

City Attorney Magdich provided a presentation regarding the proposed ordinance relating to medical marijuana. Specific topics of discussion included past discussions and action relating to fixed and mobile dispensaries and outdoor and indoor cultivation; new legislation relating to medical marijuana, which includes criteria for the State Medical Board and overseeing physicians, cultivation, and delivery and distribution; and the outcome of being subject to the State's rules if entities fail to make a determination on the delivery of medical marijuana. Ms. Magdich stated that the proposed ordinance amends the current chapter to establish delivery services of medical marijuana as an illegal activity in Lodi and prohibits any method used to prepare marijuana, marijuana edibles, and marijuana byproducts for commercial and/or wholesale sales. This would prohibit all medical marijuana activities in Lodi. Ms. Magdich added that a potential November ballot issue will address recreational marijuana and, if Council so desired, it could get ahead of the curve and remove the "medical" qualifier and refer solely to marijuana.

Council Member Mounce stated she suggested the change to remove "medical" from the ordinance to ensure Lodi retains control over this issue before the State dictates Lodi's direction. The League of California Cities actively worked on this new legislation to ensure local control and is currently working with the proponents of the potential November ballot measure to continue to have control, such as the ability to tax the product as a revenue-generating source for communities. Council Member Mounce expressed concern with the prohibition of the delivery of medical marijuana as there are reputable delivery services and many individuals who cannot travel to a dispensary. She suggested a caveat in the ordinance that delivery by a licensed contractor is acceptable.

In response to Mayor Pro Tempore Kuehne, Ms. Magdich stated that medical marijuana dispensaries are currently prohibited in Lodi, but indoor cultivation and caregivers providing medical marijuana to qualified patients is allowed under the current law. With the new legislation, if local agencies do not regulate the delivery, they will be subject to the State's regulations. Those regulations have not yet been created and will likely not be in place until January 2018. Ms. Magdich stated that, if recreational marijuana is approved in November, there could be two parallel regulatory schemes for medical versus recreational marijuana. The removal of "medical" from the ordinance would prohibit processing and delivery of any marijuana -- both medical and recreational.

In response to Council Member Johnson, Ms. Magdich confirmed that, under the proposed ordinance, an eligible caregiver could still go to a dispensary outside of the City limits and bring the product back to the patient. The ordinance addresses the commercial delivery of marijuana.

Council Member Mounce pointed out that there are homebound patients who do not have caregivers and their only access is to order the product online for delivery.

In response to Susie Rabusin, Ms. Magdich stated that the ordinance defines delivery as commercial delivery and process for commercial and retail wholesale and would not pertain to individual users or caregivers, assuming they were complying with current State law. Caregivers of multiple patients would not be affected as long as they were not making a profit and met the

definition of caregiver. This ordinance is strictly for commercial operations.

MOTION:

Council Member Johnson made a motion, Mayor Pro Tempore Kuehne second, to introduce Ordinance No. 1919 amending Lodi Municipal Code Title 9 - Public Peace, Morals and Welfare - by repealing Chapter 9.30, "Medical Marijuana Dispensaries," in its entirety, and enacting Chapter 9.30, "Medical Marijuana," to prohibit the delivery and processing of medical marijuana within the City, as well as the continued prohibition of medical marijuana dispensaries.

Ms. Magdich requested clarification if the motion included the elimination of the qualifier "medical" in the ordinance relating to delivery and process or to introduce it as presented, to which Council Member Johnson stated the motion was to introduce the ordinance as presented.

Council Member Mounce argued that the elimination of the word "medical" would protect the City if the potential November ballot on recreational marijuana passes.

In response to Mayor Pro Tempore Kuehne, Council Member Mounce stated that many cities across California are taking steps before the November ballot so it covers all marijuana.

In response to Mayor Chandler, Ms. Magdich stated that local jurisdictions may be able to maintain local control regarding recreational marijuana unless the State preempts local entities.

Mayor Pro Tempore Kuehne stated he was not opposed to staying ahead of the curve and changing the ordinance to say marijuana only. Ms. Magdich pointed out the amendment would delete the term "medical" from the title and would remove reference to "medical" in the sections concerning delivery and processing.

Council Member Johnson stated that his motion **stands** to introduce the ordinance as presented.

Mayor Pro Tempore Kuehne **withdrew** his second.

Council Member Nakanishi **seconded** the motion.

Council Member Mounce stated she wished to make a second motion; however, the first motion/second on the floor required action prior to another motion being made.

VOTE:

The motion to introduce Ordinance No. 1919 amending Lodi Municipal Code Title 9 - Public Peace, Morals and Welfare - by repealing Chapter 9.30, "Medical Marijuana Dispensaries," in its entirety, and enacting Chapter 9.30, "Medical Marijuana," to prohibit the delivery and processing of medical marijuana within the City, as well as the continued prohibition of medical marijuana dispensaries, as presented in the staff report, carried by the following vote:

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

Noes: Council Member Mounce and Mayor Pro Tempore Kuehne

Absent: None

Following passage of the above motion, Council Member Mounce stated there was no further need to make a second motion.

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

City Manager Schwabauer stated that Council discussions occurred about the possible formation of an advisory board for electric utility and staff is looking for direction to see if Council wishes to pursue the matter, who would serve, how it would be formed, and potential bylaws so it can return to Council with options.

Council Member Mounce expressed support for a board, stating that the \$98 million Utility should have oversight. Council routinely hears complaints regarding long wait lines and poor customer

service at the Finance Department, as well as high utility rates. There are key members of the community who are willing to invest their time in working with staff and Council to improve the service that Lodi provides to its citizens.

Council Member Nakanishi stated he would like to know what other communities with their own utilities have done, including how they handle complaints, adding that he is not opposed to an advisory board but recognizes that this will take significant time, attention, and cost.

Council Member Johnson stated he was not in favor of an oversight committee, pointing out that the Council recently approved the expenditure for a strategic review of Electric Utility in which professionals conduct surveys of the community, hold focus groups, and report back with a plan of action for improvement. He suggested Council postpone this decision until the results of the strategic review are released.

Mayor Pro Tempore Kuehne expressed support for the board, stating he would also like to know what other entities with private utilities have done, how their boards are formulated, and how much staff time and cost is devoted to the effort.

Council Member Mounce also requested the costs associated with the Lodi Improvement Committee, Recreation Commission, and Planning Commission because this board would be as important as the others. The citizens who attended the town hall meetings feel the City is doing nothing to correct the problems and that their questions remain unanswered. This board would get to the heart of the issues and provide feedback and suggestions on ways to improve the situation and operate the Utility more efficiently.

Council Member Nakanishi stated that this complex issue begins with education and the members will need to understand how the utility is operated and how rates are structured. He believed the first year would be devoted to educating the members.

Mayor Chandler stated that he spent the last year working with Electric Utility staff, serving on the Northern California Power Agency (NCPA) board, and learning about the regulatory environment, stressing that the City Council serves as oversight for the Utility. He stated that he visited the Finance Department last week to renew a business license and experienced a quick turn-around time. Mayor Chandler believed it would take a lot of education to be a member of the advisory board and stated that the Council has heard the group's recommendations and is following up on their concerns.

Mr. Schwabauer summarized the City's efforts to date: 1) concrete changes in the billing and collection practices; 2) options for adjusting the payment timeline, which will return to Council soon for action; 3) options to amend the rate structure; and 4) answered five of the seven concerns brought forth. Customer lines are driven by the timing of utility shut-offs; the busiest times are Mondays and Tuesdays; there are nine Customer Service Representatives, but only five on the payment side, with the other four on collections; and it is unadvisable to have staff serve on both sides of the utility bill transaction because it could increase the chance for fraud. Of the five Customer Service Representatives at the window, some are answering phone calls from the public and some are processing electronic and mailed payments, which leaves only three individuals for the counter unless an employee is out sick or on vacation. Mr. Schwabauer stated that staff will bring options to Council during the mid-year budget review for adding more Customer Service Representatives. With regard to Ms. Rabusin's recommendation to eliminate the \$7 million PILOT transfer, Mr. Schwabauer stated that staff will not support that recommendation and will not deviate from that position.

Council Member Johnson stated that, if Council decides to move forward with an advisory board, he would like staff to postpone the Electric Utility strategic review and save the expense because both efforts could result in outcomes at odds with one another.

Council Member Mounce stated she would like this board to function similarly to the other commissions that delve deeply into the issues, many of which are complicated, and to ask difficult questions about the operations. Council does not have the time to study the issue as

thoroughly as the board could, and she believed that the creation of this board was long overdue.

Council Member Nakanishi stated he preferred the concept of an "improvement" committee versus an "advisory" board, explaining that he envisions the committee expressing suggestions to improve the Utility.

Council Member Mounce stated that three Council Members seem to support a board.

Mr. Schwabauer confirmed that staff is only seeking direction at this point, no motion, and will return to Council with options on structuring the group.

Ed Miller stated that he recently started attending Recreation Commission meetings and was surprised to learn how complex parks-related matters were. He stated the Utility is not simplistic, but it makes sense that this would be a positive communication tool for citizens to complain and learn more about the Utility. A commission would help Council filter through the issues.

April Morse stated that she attended all of the meetings on this subject matter and would like to serve on the committee or board, however it is ultimately structured. She believes she is passionate about this issue and has learned much since participating in the meetings. Both parties may not agree on the issues, but she would like the opportunity to share her ideas and concerns, all of which would ultimately be voted upon by Council.

Elizabeth Bowman stated that she teaches students to read and offered her services to help better educate individuals on the subject matter.

Susie Rabusin stated that a random survey of 800 customers, as proposed in the Electric Utility strategic review, is severely lacking and that enough individuals from her group have already complained to generate some action. She believed that citizens serving on the board would have the ability to learn and understand the complexities of the Utility department. To date, the group's recommendations have fallen on deaf ears and not a single concrete change has been implemented. Ms. Rabusin stated that customer service improved slightly after the initial complaints, but it returned to the previous state in 30 to 45 days. She believed it was time for citizens' voices to be heard and be taken seriously.

Council Member Johnson stated he was uncertain how random surveys function, but the professionals know how to develop them to come up with predictable results with accuracy and success. In response to Ms. Rabusin's comment that the City has been unresponsive, he requested she provide Council with an update on which issues are still outstanding, what the hot-topic issues are, and what, if anything, has improved.

Council Member Nakanishi stated that Council serves as oversight to the Utility and Lodi has a fine Director and NCPA representative, but he agreed that others have worthy ideas to contribute and would support a committee; although, he believed that selling the Utility would be a mistake.

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:53 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 12, 2016**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 12, 2016, commencing at 7:00 a.m.

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

Absent: None

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

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

NOTE: Council Member Kuehne left at 8:19 a.m. and Council Member Nakanishi left at 8:22 a.m.

B. Topic(s)

B-1 Discussion Regarding Meal Reimbursements/Payments (CM)

Deputy City Manager Jordan Ayers provided information on the meal reimbursements/payments portion of the City Travel Policy. Mr. Ayers explained the City is in the process of updating the travel policy, which currently reimburses all City employees for meal expenses based on actual cost. Assembly Bill 1234 requires elected and appointed officials to be reimbursed for meal expenses on an actual-cost basis; receipts must be submitted before reimbursement can be made. State law remains silent on other staff members, and many jurisdictions use a per diem reimbursement policy. The Council may decide to have all staff reimbursed for actual expenses or have a split system with elected and appointed officials reimbursed for actual expenses and other staff reimbursed on a per diem basis. Mr. Ayers explained the Federal General Services Administration publishes per diem rates for the entire country, and his recommendation would be to reference its rates in the revised policy to determine reimbursements, should Council ultimately decide to use per diem rates. The driving force behind switching to per diem reimbursements is the amount of staff and employee time being devoted to tracking and reporting actual expenses.

In response to Mayor Pro Tempore Kuehne, Mr. Ayers stated the rates depend upon the city to which an employee travels. The maximum daily reimbursement rate under current City policy is \$74; under the per diem system, it would be between \$51 and \$75, depending upon the city.

In response to Council Member Johnson, Mr. Ayers explained if a staff member is attending a conference, an itinerary is submitted and any included meals are subtracted from the per diem amount. Council Member Johnson commented he felt the per diem system is good and questioned why everyone is not currently on that system. Mr. Ayers reiterated all elected and appointed officials must be reimbursed based on actual expenses.

Mayor Pro Tempore Kuehne commented that the per diem system sounds reasonable.

Council Member Mounce stated she did not agree with the per diem system and felt strongly staff should be reimbursed only for the amount they spent.

Mayor Chandler stated he agrees with Council Member Mounce, as accountability is important.

Council Member Nakanishi commented either system is acceptable to him.

B-2 Residential Electric Rate Design Options (EU)

Electric Utility Director Elizabeth Kirkley introduced Rates and Resources Manager Melissa Price and Anna Falcon of EES Consulting. Ms. Price and Ms. Falcon provided a PowerPoint presentation regarding residential electric rate design options. Specific topics of discussion included agenda, background, rate design methodology, historical data summary, current rate calculation, rate options, rate design goals, minimum bill, minimum bill impact, fixed charge, fixed charge - other agencies, fixed charge impact, simplify tiers, simplify tiers - other agencies, simplify tier impacts - four tiers, simplify tier impacts - three tiers, simplify tiers - two tiers, simplify tier impacts - flat rates, combination impact - \$10 fixed charge, combination impact - \$5 fixed charge, summary and conclusions, and next steps.

In response to Mayor Pro Tempore Kuehne, Ms. Price stated there are currently over 400 solar customers, up from 325 last year; more applications are submitted every day; and they are primarily residential customers.

In response to Council Member Nakanishi, Ms. Price commented all utilities are concerned about the revenue erosion cycle and their approaches to the problem vary, which will be addressed later in the presentation.

In response to Council Member Nakanishi, Ms. Price stated Lodi's tiers are in inclining blocks, so the customers in the first blocks pay the least per kW hour; the current five-tier system was modeled after PG&E's tier system; to her knowledge, there are no other publicly-owned utilities using a five-tier system; and the current system is a result of the energy crisis in 2001 when PG&E was forced to lock in rates for lower-end users and recoup rising costs through upper-end user charges. City Manager Stephen Schwabauer further clarified that whether or not the five-tier system helps or hurts low-income customers depends upon an individual customer's circumstances. A customer living in an apartment and using very little energy will benefit from the five-tier system, as they maintain a low-energy profile and are able to manage their bill by not using very much power. However, the five-tier system would be detrimental to a customer renting an older, non-energy-efficient house. The five-tier system may be beneficial to a wealthy customer who lives in a new, energy-efficient home. He added the point of the presentation is many wealthy customers are able to afford to install solar systems and benefit greatly from the five-tier system at the expense of customers who cannot.

Ms. Price provided an update on recent events regarding solar power and the solar industry, reminding Council about the previous presentation on net metering and the impact of solar customers, who, in the absence of a fixed charge, are not paying the distribution costs associated with operating the system. The federal solar tax credit, which was to expire in 2016, has been extended through 2021. The number of Lodi solar customers will continue to increase; on the positive side, this may benefit the City in regard to the renewable energy requirements in the future. Also, the California Public Utilities Commission (CPUC), which oversees the investor-owned utilities, recently released a proposed decision on its net metering successor program. The current net metering program was set to expire in 2016, but the CPUC does not foresee making any major changes to net metering for investor-owned utilities. There has been discussion regarding paying customers the value of solar energy, rather than compensating them at the retail rate, which is essentially what happens in a net metering system; however, it does not appear that will change. While the CPUC's decision, which is due at the end of the month, will not directly apply to publicly-owned utilities like Lodi, the California Energy Commission and the legislature will be watching the decision, and so it likely will impact the City in the future. The successor program will allow for larger solar systems than currently allowed, and, of even greater concern, the CPUC is considering the elimination of the cap at which utilities are no longer obligated to offer net metering. Currently, upon reaching the cap, utilities are no longer obligated to compensate solar users at the retail rate. Also, the successor program may jeopardize fixed charges. These are recent developments from mid-December, and the Northern California Power Agency continues to follow these issues and are actively in the discussion, so staff will keep Council updated. Mr. Schwabauer commented that while these issues are not before the legislature at this time, there is concern that they may eventually require utilities to have net

metering and further require retroactive changes should utilities not comply, so it is important to be proactive.

In response to Council Member Nakanishi, Ms. Price explained the Low Income category consists of customers who receive a 30 percent discount. That category could also contain customers who receive a combination of low income and medical discounts, with the medical discount providing an additional 5 percent. The Fixed Income category consists of customers who receive a 5 percent discount.

Mayor Pro Tempore Kuehne questioned why there is such a large difference in revenue generated between Tier 2 and Tier 3. Ms. Falcon explained there is a very small difference in the limits set for Tier 1 and Tier 2, with a larger amount for Tier 3. Ms. Price stated the tiers were modeled after PG&E's tier system and the revenue generated is a function of the tier model. Mr. Schwabauer further explained the average customer uses between 550 to 650 kWh, depending on the time of year; the tiers are set up to accommodate average customer use, with above-average use being charged more. The idea of tiered rates is to moderate consumption, with the rates being set so the above-average consumers pay more than people who consume less.

In response to Mayor Pro Tempore Kuehne, Ms. Price explained that everyone pays a California Solar Surcharge. Senate Bill 1 gave each utility a dollar amount to collect over a ten-year period to fund the solar incentive rebate program. In further response, Mr. Schwabauer stated the charge is designed to encourage people to install solar systems by funding a rebate program to subsidize the installation. Council Member Mounce expressed dissatisfaction that everyone has to pay into the fund but not everyone can afford to purchase a solar system. Mr. Schwabauer commented the rebate program is not radically different than the federal tax credit.

In response to Mayor Pro Tempore Kuehne, Ms. Falcon explained that the Energy Cost Adjustment (ECA) is the adjustment for the difference between the expected power cost and the actual power cost. The ECA will continue to be on future bills. It was not shown on the example as it is an adjustment and did not figure into the calculation.

In response to Council Member Mounce, Ms. Falcon stated ECA use is very prominent among other utilities, especially during the power crisis. Some utilities are now using it on non-power supply costs as well to recover the cost to run utilities, particularly now with the increase in solar users. Mr. Schwabauer added the ECA in Lodi has steadily dropped over the course of the past five to six years and rates are lower now; the ECA is not being misused by the City. Council Member Mounce requested an analysis of five households to show if the rates are lower today than five or six years ago.

Council Member Mounce stated raising the minimum monthly bill to \$10 would impact residents who vacation for months at a time or property owners who are making renovations to their rental property. Ms. Price added it would impact solar customers as well. In response to Mayor Pro Tempore Kuehne, Mr. Schwabauer reiterated the majority of customers who would be paying the minimum bill charge would be people who are not residing in their house or apartment for that full billing period, such as snowbirds or landlords making repairs; while there could be others, those are the most likely.

When discussing the \$10 fixed charge, Council Member Mounce reminded Council that not all rate payers make as much money and they need to keep that in mind when making decisions.

While discussing the impact of a fixed charge, Mr. Schwabauer stressed the issue being discussed was not raising rates, it was adjusting the rate design. A fixed charge would result in a decrease in usage rates; the same revenue would ultimately be raised and there would not be an increase in the base revenue. It is the same as when the City moved to usage-based rates for water and wastewater. Council Member Mounce stated bills would still increase for empty houses.

In response to Council Member Mounce, Ms. Falcon explained cost cutting is part of the budget process; rate design is the process where you reach the target set in the budget.

In response to Mayor Pro Tempore Kuehne, Mr. Schwabauer verified that, in the sample given, an average user would have an increase while an above-average user would see a decrease. Council Member Mounce pointed out the City would reward customers for high energy use.

In response to Mayor Pro Tempore Kuehne, Ms. Price stated the \$5.25 minimum bill has been in affect a long time, and Mr. Schwabauer confirmed it was in affect when he started with the City in 2000. Council Member Mounce stated keeping rates the same is part of the problem; no one wants to raise rates and waiting too long forces an agency to institute a huge raise rather than small increments, which are easier to absorb.

Ms. Price clarified a point in regard to rewarding higher-tier users with lower rates by explaining when the five tiers were structured, the City was mirroring PG&E and that system locked in the price for the lower tiers so when additional funds were needed, the rates for the upper tiers were raised. The City is now trying to allocate costs more equitably across the tiers. Ms. Falcon reiterated she is presenting options today, not a proposal; it is to demonstrate to Council the affect of different rate designs on customers' bills.

In response to Mayor Pro Tempore Kuehne, Ms. Price stated about 20 percent of customers use more than 1,000 kWh and about 4 percent use more than 1,400 kWh.

Ms. Falcon confirmed Council Member Mounce's observation that lower users will not see any change on the two-tier system; middle users will have the greatest impact; and the more power you use, the more you save in the second tier.

Ms. Price clarified staff is not recommending the flat rate option.

In response to Council Member Mounce, Ms. Price stated the two-tier and flat rate options do not provide a gradual change, and the bigger problem with flat rates is they do not provide an incentive to save energy. Staff included the flat rate in the presentation for Council information but does not recommend it.

Mr. Schwabauer commented on cost causation, who is being punished, and who is being rewarded. Staff has researched where the costs come from and where they are allocated. In rate design, utilities look to recover the base and fixed costs from users in a relatively equitable manner and then charge for the variable power purchase costs according to actual usage. It is very close to a 50/50 split between fixed and variable costs. When staff brings this topic back to Council, they will address how fixed costs are distributed; a customer paying a \$5 minimum bill is paying nowhere near their fair share of the fixed costs. Ms. Price agreed the current system is collecting most of the fixed cost from the upper tiers, with the lower tiers barely covering the variable costs. The majority of the fixed costs are being paid by a small percentage of customers. Ms. Kirkley added low-usage customers still need the distribution system maintained and it is important they contribute appropriately, and that is part of the cost causation discussion.

Council Member Mounce asked when the issue returns to Council with options to address low-income and fixed-income discounts that an effort be made to communicate to people regarding discounts. Many people do not realize they are eligible for discounts, and the City needs to reach out to these people, especially non-English speaking customers. Shut-ins and many seniors do not know about discounts and are not able to go to places like the Salvation Army to sign up for help. Ms. Price agreed to work with Business Development Manager Adam Brucker to get the information out to the public.

In response to Council Member Mounce's earlier inquiry, Ms. Price stated her recommendation would be the three-tier system with a \$10 fixed charge.

Council Member Nakanishi commented he understands this is a business decision but the public perception is the City is price gouging; it is a wise business decision but the public thinks the City

is just raising rates. Citizens are currently angry about the rate structure, so the City should move slowly. Council should institute the advisory committee to hash out the details and then move forward next year.

Mr. Schwabauer stated the citizens who have complained are the customers who are disadvantaged by the current rate structure, so they will want this change because as high-tier users, they are paying more than their share of the fixed costs. In response, Council Member Nakanishi stated while that may be true, the people may not realize that the new system will be to their advantage.

Council Member Mounce commented the budget affects how much income needs to be raised, which affects rates and the rate design structure; the City still needs to cut expenses; the people who complain about rates would agree that the City needs to cut expenses; and the budget and rates/rate design are not two separate issues.

In response to Mayor Chandler, Ms. Price stated while natural gas and power costs are currently low, there is the renewable energy requirement, and the City will be facing those costs starting in 2017 with the new Astoria solar project; and transmission costs, which make up \$8 to \$9 million of the \$40 million power budget, continue to go up.

Mayor Pro Tempore Kuehne stated the City needs to look at what it needs to do to be viable; the minimum charge has not been raised in 20 years, which does not make sense from a business standpoint; the City needs to do what is right for Lodi, not what someone else is doing; and it should move forward with Ms. Price's recommendation.

In response to Mayor Chandler, Ms. Price stated residential customers are approximately 40 percent of the total revenue, with commercial and industrial providing the other 60 percent.

Mayor Pro Tempore Kuehne rescinded his earlier comment regarding moving forward with Ms. Price's recommendation; stated he would like to see the whole package, including both residential and commercial/industrial; and suggested including an industrial representative on the advisory committee. Council Member Mounce suggested a representative from the Chamber to ensure changing the rate design does not affect jobs in the community.

Mike Lusk stated there are so many facets to the rate design plan that it is difficult for the public to understand where the Council is heading; there is the budget, bond reserves, fixed costs, overhead, and maintaining the system. The public does not understand why the City wants to change the rates. He pointed out the minimum bill is absorbed in the total bill but not the fixed charge, so a fixed charge will be an increase; whereas, a raise in the minimum bill is not an increase and would be more acceptable to the public. Utility customers already have a fixed charge for water and sewer. In previous rate discussions, it was indicated California law did not allow the City to charge solar customers a standby charge. Mr. Lusk questioned how that differs from charging a fixed rate fee. Mr. Schwabauer clarified this charge will apply to all rate classes equally, not just to solar customers; the law prohibits charging a fee specifically to solar customers. Mr. Lusk questioned if raising the minimum bill would help as much as a fixed charge, in regard to the solar issue. Mr. Schwabauer stated raising the minimum bill will help but not as much as a fixed charge. Ms. Falcon added the minimum bill would need to be increased significantly in order to realize the same benefit; the second part to remember in implementing the fixed charge is the Tier 1 energy rate will be reduced at the same time. Mr. Lusk commented the change in energy rate did not seem significant for the lower tiers and reducing the upper tiers defeats any incentive to conserve energy. Due to the complexity of the plan, he hoped Council did not rush toward a decision so the public would have a chance to offer input.

Solar City representative Gina Goodhill stated she appreciates Lodi's efforts to design a new rate, however, the company is concerned because some of the rate proposals focus primarily on cost causation and principles that just promote the utility's objectives but do not appropriately consider the principles that protect and benefit all rate payers. The fixed charge will allow the utility to collect revenue but it will discourage energy efficiency and significantly increase rates for some customers. Similarly, significant tiering of the rates could result in large bill impacts for some

customers. Solar City encourages Council to consider rate designs that balance the needs of the utility and protect the customers and to keep in mind how rate changes may negatively impact solar customers without taking into account the long-term benefits these customers provide to the community. In response to Mayor Chandler, Ms. Goodhill stated Solar City would recommend a minimum charge to help pay for the grid; current rates are providing enough revenue so the minimum bill should be increased rather than instituting a fixed charge. Solar City wants to see California continue to be a clean energy leader. The City of Turlock no longer has solar growth due to drastic rate changes in that city. Ms. Price clarified Turlock and Lompoc both still allow solar systems, but they are not obligated to offer a net metering rate because each has reached the 5 percent cap under current legislation.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:27 a.m.

ATTEST:

Pamela M. Farris
Deputy City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 19, 2016**

The January 19, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 20, 2016**

- 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 20, 2016, was called to order by Mayor Chandler at 7:00 p.m.

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

Absent: Council Member Mounce

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

B. Presentations

B-1 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

Greater Lodi Area Youth Commissioners Dominic Duran and Chris Anaforian provided the quarterly update from the Greater Lodi Area Youth Commission. The Commission held its first event, the Pig Skin Fall Formal Dance, on November 14, which sold 326 bids; organized a canned food drive during the holiday season, which collected 350 pounds of canned food for the Salvation Army; and will institute a backpack and school drive in spring.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-1 Receive Register of Claims in the Amount of \$2,136,706.14 (FIN)

Claims were approved in the amount of \$2,136,706.14.

C-2 Approve Minutes (CLK)

The minutes of January 5, 2016 (Shirtsleeve Session) and January 5, 2016 (Special Meeting) were approved as written.

C-3 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase One Aries Hi-Cube Van with Mobile Sewer and Stormdrain Pipeline Inspection System and Necessary Software from Municipal Maintenance Equipment, Inc., of Sacramento (\$196,243), Utilizing the Competitively Bid Houston-Galveston Area Council Contract No. SC01-15 (PW)

Adopted Resolution No. 2016-04 authorizing the City Manager to waive bid process and purchase one Aries Hi-Cube van with mobile sewer and stormdrain pipeline inspection system and necessary software from Municipal Maintenance Equipment, Inc., of Sacramento, in the amount of \$196,243, utilizing the competitively-bid Houston-Galveston Area Council Contract No. SC01-15.

C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with DoubleMap, Inc., of Indianapolis, Indiana, for Intelligent Transportation System (Bus Tracking System) (\$447,862) (PW)

This item was removed from the Consent Calendar by Mayor Pro Tempore Kuehne and Council Member Johnson for comment and discussion.

Mayor Pro Tempore Kuehne reported that this item contained a 200-page report, which Council read and studied prior to the meeting, and stressed that Council Members work diligently in preparation of its decisions.

In response to Council Member Johnson, Interim Public Works Director Charlie Swimley explained that the DoubleMap Intelligent Transportation System is an application that will track vehicles in real time, which will allow customers to track a bus location via cellphone, see where the bus is on the route, and receive a prediction of arrival time based on traffic. This application will enhance the City's Americans with Disabilities Act compliance and provide staff the opportunity to track vehicles by type, who is driving, top speed of vehicles, and route deviations. The application will signal a manager if a driver does not abide by the speed limit or strays from the route, which will improve the system's on-time performance, and will count boarding statistics, which will aid in the preparation of required transit reportings. Funding for this system is from the Proposition 1B grant and Transportation Development Act funds.

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to adopt Resolution No. 2016-08 authorizing the City Manager to execute a Professional Services Agreement with DoubleMap, Inc., of Indianapolis, Indiana, for Intelligent Transportation System (bus tracking system) in the amount of \$447,862.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-5 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Petralogix Engineering, of Galt, for Engineering Services for White Slough Water Pollution Control Facility Expansion Pond Project (\$474,380) and Appropriating Funds (\$525,000) (PW)

Adopted Resolution No. 2016-05 authorizing the City Manager to execute a Professional Services Agreement with Petralogix Engineering, of Galt, for engineering services for the White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of \$474,380, and appropriating funds in the amount of \$525,000.

C-6 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Pacific EcoRisk, Inc., of Fairfield, for Toxicity Reduction Evaluation Action Plan (\$17,000) (PW)

This item was removed from the Consent Calendar by Council Member Johnson for comment.

Council Member Johnson used this item as an example of excessive issues the City must address on occasion, explaining that the purpose of this \$17,000 agreement is to track the chronic toxicity affecting crustaceans, which are not reproducing at the level they should be in the ponding areas at the White Slough Water Pollution Control Facility.

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to adopt Resolution No. 2016-09 authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Pacific EcoRisk, Inc., of Fairfield, for Toxicity Reduction Evaluation Action Plan in the amount of \$17,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-7 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Headwaters Kayak Shop Non-Motorized Boat Concession Agreement (PRCS)

Adopted Resolution No. 2016-06 authorizing the City Manager to execute Amendment No. 1 to the Headwaters Kayak Shop Non-Motorized Boat Concession Agreement.

C-8 Adopt Resolution Approving the City of Lodi Investment Policy and Internal Control Guidelines (CM)

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

In response to Council Member Nakanishi, Deputy City Manager Jordan Ayers explained that the City treasury has available cash that is invested. State law dictates what entities can and cannot invest in, and cities can develop local policies that can be stricter, but not more generous, than the law. The City's policy was last reviewed in 2013, and since then, legislation has changed to allow Supranational Obligations as an investment option. Currently, Lodi's money is modestly invested in the Local Agency Investment Fund, the Joint Powers CalTRUST, and in CDs with local banks. Staff reports to Council quarterly on its investments, and Mr. Ayers stated the last report was in September 2015 and that the treasury was \$70 to \$80 million for all funds. This policy will add Supranational as an investment choice for the future; although, staff is not presently recommending such investments. In further response, Mr. Ayers stated that the City has guidelines on limits and authority that effectively safeguard the City's investments. Mr. Ayers and City Manager Schwabauer confirmed that the Lodi Budget/Finance Committee was disbanded a few years ago because the City could not secure volunteers to serve on the Committee.

Council Member Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2016-10 approving the City of Lodi Investment Policy and Internal Control Guidelines.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-9 Adopt Resolution Amending Traffic Resolution No. 97-148, Section 3B, Establishing Two 15-Minute Parking Spaces on North Side of Vine Street, 265 Feet East of Ham Lane (PW)

Adopted Resolution No. 2016-07 amending Traffic Resolution No. 97-148, Section 3B, establishing two 15-minute parking spaces on the north side of Vine Street, 265 feet east of Ham Lane.

D. Comments by the Public on Non-Agenda Items

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

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

Kathleen Tachella thanked Council Member Johnson for referring her, after the last Council meeting, to Ms. Avanti, who is helping to create a county area Neighborhood Watch program. With regard to the discussion at the previous meeting regarding an advisory board to address electric utility concerns, Ms. Tachella offered her services to rephrase the complexities of the Lodi Electric Utility into user-friendly terminology, as her first Masters Degree was in rewriting core curriculum for individuals with lower reading skills.

Liz Bowman also thanked Council Member Johnson for putting her in touch with Chief Patterson and Jan Thalken with the Lodi Police Partners Program. With their assistance, her neighborhood has a plan for a Neighborhood Watch program and she has extended the invitation to others via the Nextdoor application. Ms. Bowman expressed support for the concept of an electric utility advisory board and indicated her willingness to volunteer.

Susie Rabusin submitted a copy of a utility customer's water bill (filed) in which the customer was charged twice and accumulated additional fees. The Finance Department was able to verify that the bill contained typos and corrected the mistake, but Ms. Rabusin questioned how many customers have mistakes on their bills and pay without examining it further; if the City would refund a mistake after it was discovered; and if the City is making extra money on these mistakes. She expressed hope that this issue will be addressed.

City Manager Schwabauer and Deputy City Manager Jordan Ayers indicated this was the first they heard of this particular instance, and Mr. Schwabauer assured Ms. Rabusin that when staff learns of a system-wide issue, he is notified and staff follows up to correct the problem. He is typically not notified of a single, or small, aberration, but he stated he would look into the matter and respond to her.

In response to Mayor Chandler, Mr. Rabusin stated she would contact staff with the customer's account number.

Council Member Nakanishi stated he would like an answer to explain what caused this typo, whether it was a computer error or employee error, adding that this is bad for business.

In response to Council Member Johnson, Mr. Ayers confirmed that, had the customer paid the erroneous amount, he would have been credited the overage on the next billing cycle.

In response to Mayor Pro Tempore Kuehne, Mr. Schwabauer stated that the City allows customers to view what their volumetric water bill will be before moving to the metered wastewater bill. Until the winter water usage is known, customers remain on the bedroom rate for a year, with the wastewater bill following a year later. In response to Mayor Pro Tempore Kuehne, Mr. Ayers stated that he could not determine what the anomaly was with this particular bill -- i.e. was usage out of line or did a typo generate multiple lines -- until he reviewed the account. He

further explained that, for those with a metered water rate, the wastewater charge becomes a flat charge, but is computed for each customer based on winter water usage. The bill presented by Ms. Rabusin contains a flat water rate, which indicates that wastewater is not yet metered. Typically, water customers move from a flat to metered rate in January, and metered wastewater follows 6 to 18 months later on a July bill. Mr. Schwabauer added that this bill could have an inaccurate volumetric reading.

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

Council Member Nakanishi commended the Lodi Community Foundation for its fund-raising efforts and explained that the Foundation is non-profit, i.e. funds are not received or controlled by the City, and contributes greatly toward the Hutchins Street Square. The Foundation has 34 funds, one of which is the Hutchins Street Square Foundation Endowment that received a \$1.35 million donation.

Council Member Johnson commented on a statement made by the City Manager at a previous meeting that it was a poor business practice to have employees cross trained on both sides of utility bill transactions because it creates a weakness in security. He recently visited the Finance Department, twice in the morning and twice in the afternoon, and witnessed significant customer lines. He requested that staff research ways to improve service by opening more transaction windows through reconfiguring staff or cross training employees in a manner that does not jeopardize the City.

Mayor Chandler agreed with Council Member Johnson's suggestion.

Mayor Pro Tempore Kuehne stated that customers recently informed him they had 45-minute to one-hour wait times in line and he believed that was egregious on the City's part. He concurred with Council Member Johnson's suggestion and recommended moving staff from other duties to speed up the process for customers. Mayor Pro Tempore Kuehne reported that he was nominated Vice Chair of the Local Agency Formation Commission and that he is attending the League of California Cities New Mayors and Council Members Academy in Sacramento this week, at which the League discussed Proposition 63 that provides funding for the homeless and transitions for inmates back into the community. The bill has not yet passed, but the League is monitoring it closely. Also discussed at the Academy was the road fix for California and the Governor's decision to create a committee to review ways to fund roadways and infrastructure, such as increasing gas tax, vehicle license fee, fees for hybrid and electric vehicles, and potentially implementing a road charge. He stated California will likely see more information regarding the road charge in June or July. Mayor Pro Tempore Kuehne provided the City Manager with a copy of the publication entitled, "California Road Charge: Help Fix California's Roadways, One Mile at a Time" (filed).

In response to the electric utility issue, City Manager Schwabauer reiterated that it is poor fiscal practice to have employees who set up utility bills to also receive payment because it could increase the chance of fraud. He stated that there may be other options, such as utilization of other Finance employees, and staff will review all possibilities. Mr. Schwabauer added that staff will bring forth a mid-year budget option to potentially add staff.

Council Member Nakanishi expressed support for Council Member Johnson's suggestion, stating that the goal for wait time in the Finance Department should be 20 minutes at most. He stated he looked forward to receiving staff's suggestions.

Mayor Chandler reported that he participated in the Breakthrough Project on Monday for Martin Luther King, Jr. Day, adding that Council Member Johnson also participated and Mayor Pro Tempore Kuehne took part in the panel discussion. He stated that he is attending the Northern California Power Agency Conference in Sacramento this week, at which he met with other community representatives who are making progress on their homelessness situation and he will bring those ideas to Lodi.

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

None.

G. Public Hearings - None

H. Communications

H-1 Monthly Protocol Account Report (CLK)

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to approve the monthly Protocol Account Report through December 31, 2015.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

I. Regular Calendar

I-1 Adopt Resolution Approving Title Change and Amendments to Job Description for Utility Service Operator I; Approving Title Change and Amendments to Job Description and Salary Range Adjustment for Utility Service Operator II; Approving a New Classification and Salary Range for the Position of Electric Distribution Operator Supervisor; and Deleting One Electric Distribution Operator II Position (CM)

Human Resources Manager Adele Post provided a presentation regarding the title change and amendments to job description for Utility Service Operator I; title change and amendments to job description and salary range adjustment for Utility Service Operator II; new classification and salary range for position of Electric Distribution Operator Supervisor; and deletion of one Electric Distribution Operator II position. Specific topics of discussion included history of the Relief Operator position, which was the driving force behind the restructure, and salary; full-time position versus rotational position; 10 percent upgrade; and request to roll the Relief Operator into an Operator II. The base salary for the Operator II position will be a net wash as the Relief Operator was previously receiving the temporary upgrade. The Supervisor position will be a working supervisor with additional responsibilities such as performance evaluations, coaching, and counseling; will receive salary at 10 percent above the Operator II; and will increase the budget by \$11,000. Ms. Post stated the intention is to open a promotional recruitment and eliminate one Electric Distribution Operator II position from the budget. Staff met and conferred with the International Brotherhood of Electrical Workers bargaining group, which concurs with the recommendation.

In response to Council Member Nakanishi, Ms. Post confirmed these positions did not previously serve as linemen.

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to adopt Resolution No. 2016-11 approving title change and amendments to job description for Utility Service Operator I; approving title change and amendments to job description and salary range adjustment for Utility Service Operator II; approving a new classification and salary range for the position of Electric Distribution Operator Supervisor; and deleting one Electric Distribution Operator II position.

VOTE:

The above motion carried by the following vote:

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

Noes: None
Absent: Council Member Nakanishi

I-2 Adopt Resolution Authorizing City Manager to Engage the Professional Services of Lamont Financial Services, Jones Hall, and JP Morgan Related to a Partial Advance Refunding of the 2007 Series A Wastewater Certificates of Participation (CM)

Deputy City Manager Jordan Ayers provided a presentation regarding the professional services of Lamont Financial Services, Jones Hall, and JP Morgan related to a partial advance refunding of the 2007 Series A Wastewater Certificates of Participation (COP). Specific topics of discussion included proposal from the underwriting firm, JP Morgan, to pursue the partial advance refund of the 2007 COPs; recommendation to engage in the financial team -- financial advisor, Lamont Financial Services, for \$50,000; bond counsel, Jones Hall, for \$52,500; and underwriter, JP Morgan for an estimated \$55,000; principle 2007 bond amount of \$30.3 million; and outstanding amount of \$29.3 million at \$1.6 million a year. Mr. Ayers stated that this is not a bond refinancing, i.e. it will not extend the term, but it will reduce the debt service cost by \$160,000 a year with the savings accrued to the wastewater fund.

In response to Council Member Johnson, Mr. Ayers stated that the City contracts with Lamont on a transactional basis rather than on retainer. The underwriters are aware of the City's outstanding debt, which is why the company approached staff, and Lamont would serve as the agency that would keep bond counsel on schedule, coordinate with the underwriter counsel, and act as the center of the entire process. City Manager Schwabauer added that JP Morgan cannot serve as the financial advisor as there are new rules that prohibit them from being on both ends of the deal. The City is required to have a financial advisor; however staff does not have the training to do so. Mr. Ayers added that the City is also not registered with the Securities Exchange Commission.

In response to Council Member Nakanishi, Mr. Ayers stated that the City refinanced a different debt in 2012, the savings from which paid for Fire Station No. 2, and did a new debt issuance in 2010 for the water treatment plant. In response to Council Member Nakanishi, Mr. Schwabauer stated that the 2010 debt has call provisions that prohibit refinancing in the first ten years and that JP Morgan approached the City because it knew the City had maturity on the 2007 debt. Mr. Ayers added that the only other potential debt for refinancing is the 2008 COP tied to Electric Utility, but the basic terms state that the debt cannot be called before 2018 without a penalty; however, staff will review refinancing options closer to that date.

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to adopt Resolution No. 2016-12 authorizing the City Manager to engage the professional services of Lamont Financial Services, Jones Hall, and JP Morgan related to a partial advance refunding of the 2007 Series A Wastewater Certificates of Participation.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

J. Ordinances

J-1 Ordinance No. 1919 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 - Public Peace, Morals and Welfare - by Repealing Chapter 9.30, 'Medical Marijuana Dispensaries,' in Its Entirety, and Enacting Chapter 9.30, 'Medical Marijuana,' to Prohibit the Delivery and Processing of Medical Marijuana within the City, as Well as the Continued Prohibition of Medical Marijuana Dispensaries" (CLK)

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print

Ordinance No. 1919 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 - Public Peace, Morals and Welfare - by Repealing Chapter 9.30, 'Medical Marijuana Dispensaries,' in Its Entirety, and Enacting Chapter 9.30, 'Medical Marijuana,' to Prohibit the Delivery and Processing of Medical Marijuana within the City, as Well as the Continued Prohibition of Medical Marijuana Dispensaries," which was introduced at a regular meeting of the Lodi City Council held January 6, 2016.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:53 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 26, 2016**

The January 26, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Lodi Electric Utility Storage Yard Block Wall

MEETING DATE: February 3, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for Lodi Electric Utility storage yard block wall.

BACKGROUND INFORMATION: This project consists of removing approximately 482 lineal feet of chain link fence (with barbed wire) at the Lodi Electric Utility storage yard and constructing a 10-foot high block wall. The existing chain link fence is located along the Woodbridge Irrigation District canal, as shown in Exhibit A. This section of fence is the last remaining portion of chain link along the westerly property line and has been an ongoing maintenance issue and security concern.

The new block wall will match the existing block wall recently installed along the northerly border of the storage yard.

The specifications are on file in the Public Works Department. The planned bid opening date is February 24, 2016. The project estimate is \$150,000.

FISCAL IMPACT: This project will minimize the ongoing maintenance costs to the chain link fence and will reduce the likelihood of equipment stored in the yard from being stolen.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Interim Public Works Director

Elizabeth A. Kirkley
Electric Utility Director

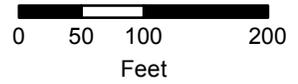
Prepared by Sean Nathan, Associate Engineer
CES/SN/tb
Attachment

cc: Utility Manager
Electric Utility Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager



Lodi EUD Maintenance Yard Block Wall



Legend

 Project Location





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for City Hall Annex First Floor Phase 2 Interior Remodel Project

MEETING DATE: February 3, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for City Hall Annex First Floor Phase 2 Interior Remodel Project.

BACKGROUND INFORMATION: The contract was awarded to Diede Construction, Inc., of Woodbridge, in the amount of \$2,492,000, on February 18, 2015. The contract has been completed in substantial conformance with the plans and specifications approved by City Council on November 6, 2013.

The Phase 2 project included office space renovation to relocate Parks, Recreation and Cultural Services and Fire Administration to the City Hall Annex building. The project included new public lobbies, public counters, ADA access, ADA staff bathroom facilities, lighting, communications, space conditioning, and associated staff support areas (Exhibit A). The renovated area is approximately 6,000 square feet.

The project also included several items to improve services to the City Hall Annex building, as well as the Civic Center complex. These improvements include a new emergency generator, installation of new main electrical switchgear, relocating the data server and telephone rooms from the basement to the first floor, infrastructure supporting future relocation of the radio room to the first floor, and installation of a new chiller unit to serve the City Hall Annex, Finance Department, Fire Station 1 (first floor), Carnegie Forum and City Hall.

The contract duration was 180 calendar days and the contract was completed within 180 calendar days. Fire Administration occupied their space on November 25, 2015 and the Parks, Recreation and Cultural Services Department occupied their new space on December 7, 2015. The final cost of the project was \$2,866,433. The difference between the original contract amount and final contract was due to six change orders totaling \$374,433, or 15 percent of the original contract amount, to address mostly unknown conditions associated with a building constructed decades ago.

The changes included:

Change Order No. 1: included demolition of existing heating, ventilating, and air conditioning (HVAC) ducting to permit installation of new sewer, water, and electrical pipelines, re-routing of existing first floor and basement plumbing lines, and various other items (\$41,842).

Change Order No. 2: included installation of steel angle at block openings, re-routing existing second floor plumbing lines, and various other items to coordinate the installation of new work items with existing building utilities. The work also included the grouting of existing wall voids and enlarging wall openings for HVAC equipment and exhaust fans (\$64,319).

APPROVED: _____
Stephen Schwabauer, City Manager

Change Order No. 3: included a new transformer and switchgear for the new chiller, demolition of existing masonry walls and construction of new metal framed walls, removal and replacement of dry rot at roof, new computer racks at the new main computer room and additional electrical and data connections to match the furniture layout (\$117,060).

Change Order No. 4: included work related to re-routing existing electrical wiring between new switchgear and second floor electrical panel, changing ceiling and soffit heights in some areas to accommodate new utility lines, add additional 30 amp electrical outlets and associated breakers, relocate HVAC water pumps in Carnegie Forum and City Hall to meet work space requirements, add above ceiling wall sound insulation, add fire suppression system alerts to HVAC system, replace electrical supply items to roof mounted equipment (\$35,454).

Change Order No. 5: included work related to abate asbestos pipe insulation, repair a leaking shower pan in Station #1, change cabinetry, furnish and install cable tray sweeps, polish and seal Finance lobby terrazzo, and install light fixtures in basement for Police department evidence storage area (\$48,116).

Change Order No. 6: included work related to provide code required smoke detectors in HVAC ducts, run fiber optic cable from Police facility to new City Hall Annex computer room as requested by IS, cut opening in future radio room for cables, add code required door signage at entrance, replace damaged sewer pipe in basement, demo existing shower wall to provide code clearance, install conduit for new computer network room, and other various items requested by City staff (\$67,642).

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 inform vendors and subcontractors that the project is complete and to initiate the 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There will be a decrease in facility maintenance costs.

FUNDING AVAILABLE: This project was funded through a combination of funds from CDBG, Public Benefits, General Fund Capital Outlay, Water Utility, Wastewater Utility and Electric Utility.

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/tdb
Attachment

cc: City Engineer





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for School Street Tree Well LED Light Retrofit Project Lodi Avenue to Locust Street

MEETING DATE: February 3, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for School Street Tree Well LED Light Retrofit Project Lodi Avenue to Locust Street.

BACKGROUND INFORMATION: The contract was awarded to RSW Construction, of Highland, in the amount of \$85,575, on August 19, 2015. The contract has been completed in substantial conformance with the plans and specifications approved by City Council on June 17, 2015.

The project included the installation of 139 LED tree well light fixtures and relocated 36 electrical outlets, and associated work on School Street between Lodi Avenue and Locust Street (Exhibit A).

The contract was completed within the 40-day contract duration. The final cost of the project was \$101,697. The difference between the original contract amount and final contract was due to one change order totaling \$16,122. The changes included replacing missing or damaged electrical receptacles, replacement of conduit and wires at some locations, and anchorage of conduits within the tree wells.

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 inform vendors and subcontractors that the project is complete and to initiate the 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There will be a decrease in maintenance and electrical costs.

FUNDING AVAILABLE: This project was funded through Public Benefits (50465100.72920).

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Gary Wiman, Construction Project Manager
CS/GW/tdb
Attachment

cc: City Engineer

APPROVED: _____
Stephen Schwabauer, City Manager





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Accepting the U.S. Environmental Protection Agency Brownfields Community-Wide Assessment Grant and Appropriating Funds (\$400,000); and Awarding Contract for Brownfields Grant Implementation Assistance to Stantec Consulting Corporation, of Rancho Cordova (\$376,000)

MEETING DATE: February 3, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Adopt resolution accepting the U.S. Environmental Protection Agency (US EPA) Brownfields Community-Wide Assessment Grant and appropriating funds (\$400,000); and awarding contract for Brownfields Grant Implementation Assistance to Stantec Consulting Corporation (Stantec), of Rancho Cordova (\$376,000).

BACKGROUND INFORMATION: On January 6, 2015, Council approved Task Order #6 with Stantec Consulting, Inc. for work that included the following:

- Phase 1 – Grant Application and Cooperative Agreement /Work Plan Services
- Phase 2 – Grant Implementation Assistance

Stantec agreed to prepare the grant application and assist with the Cooperative Agreement/Work Plan and other pre-award services at their sole risk, with no cost to the City. Phase 2 of the scope of work would only occur if the City was awarded the grant by the US EPA and any fees for services would be at the rates provided in a subsequent contract compliant with federal procurement requirements and allowed by the EPA grant regulations.

The City received notification from US EPA on June 1, 2015, that it had been selected as one of the cities to receive a \$400,000 Brownfields Community-Wide Assessment Grant for Hazardous Substances and Petroleum. The grant funds will be used to establish a sustainable brownfields program. The City will create a comprehensive brownfield inventory, prioritize revitalization opportunities, perform environmental site assessments (ESAs), and conduct remedial action/reuse planning activities in alignment with established community plans and objectives.

The Project will conduct assessments and Area-Wide Planning (AWP) in brownfield-impacted areas, including the focus areas and targeted communities in the downtown, Union Pacific Railroad (UPRR) Corridor and the Highway 99 Corridor. These focus areas include five targeted communities, which make up some of Lodi's most economically distressed and culturally diverse neighborhoods and many brownfield sites.

The City has entered into a Cooperative Agreement (CA) with US EPA effective October 1, 2015, which includes an approved CA Work Plan and budget.

APPROVED: _____
Stephen Schwabauer, City Manager

The assistance with grant implementation will be performed by Stantec in accordance with the scope of work and budget defined in the CA and CA Work Plan and consistent with the contractual amount not to exceed \$376,000. Services will be performed on a time and materials basis and billed in accordance with the Rate Schedule.

The remaining \$24,000 of the grant funds will cover the cost of the City's pre-award/post-award activities and expenses for travel to both regional and national Brownfields conferences.

FISCAL IMPACT: The receipt of this US EPA Assessment Grant will provide future opportunities for additional EPA grant funding for both Brownfield remediation and development activities, which will stimulate economic development within the community.

The consultant costs related to the grant implementation activities are covered entirely by the grant funding. There are also grant funds budgeted to cover some of the City's staff's costs for providing oversight as the Project Manager and for travel to EPA conferences.

FUNDING AVAILABLE: 2015 US EPA Brownfields Community-Wide Assessment Grant

| | | |
|------------------|----------------|-------------|
| Revenue account: | 27083000.56004 | \$400,000 |
| Expense account: | 27083000.72450 | \$376,000 |
| | 27083000.72315 | \$ 4,000 |
| | 27083000.71189 | \$ 20,000 |
| | 27080000.71188 | (\$ 20,000) |

Jordan Ayers, Deputy City Manager

Stephen Schwabauer
Community Development Director

Attachments:

- A. U.S. Environmental Protection Agency Cooperative Agreement
- B. Professional Services Agreement with Stantec

| | | | |
|---|---|---|--|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | GRANT NUMBER (FAIN): 99T30201 MODIFICATION NUMBER: 0 PROGRAM CODE: BF | DATE OF AWARD 08/04/2015 |
| | | TYPE OF ACTION New | MAILING DATE 08/11/2015 |
| | | PAYMENT METHOD: ASAP | ACH# 90345 |
| | | RECIPIENT TYPE: Municipal | |
| RECIPIENT: City of Lodi 221 W. Pine Street Lodi, CA 95240 EIN: 94-6000361 | | PAYEE: City of Lodi 221 W. Pine Street Lodi, CA 95240 | |
| PROJECT MANAGER Joseph Wood 221 W. Pine Street Lodi, CA 95240 E-Mail: jwood@lodi.gov Phone: 209-333-6842 | | EPA PROJECT OFFICER Nova Blazej 75 Hawthorne Street, SFD-6 San Francisco, CA 94105 E-Mail: Blazej.Nova@epa.gov Phone: 415-972-3846 | |
| EPA GRANT SPECIALIST Susan Chiu Grants Management Office, MTS-7 E-Mail: chiu.susan@epa.gov Phone: 415-972-3674 | | | |
| PROJECT TITLE AND DESCRIPTION Brownfields Assessment Cooperative Agreement <p>This project provides funding for the City of Lodi to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in five focus areas in the Downtown and Union Pacific Railroad (UPRR) Corridor and the Highway 99 Corridors.</p> <p>This agreement provides full federal funding in the amount of \$400,000. Preaward costs are approved back to 8/1/2015.</p> | | | |
| BUDGET PERIOD 08/01/2015 - 10/31/2018 | PROJECT PERIOD 08/01/2015 - 10/31/2018 | TOTAL BUDGET PERIOD COST \$400,000.00 | TOTAL PROJECT PERIOD COST \$400,000.00 |
| NOTICE OF AWARD | | | |
| <p>Based on your Application dated 07/15/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p> | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | AWARD APPROVAL OFFICE | |
| ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105 | | ORGANIZATION / ADDRESS U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105 | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | |
| Digital signature applied by EPA Award Official Sara L. Russell - Grants Management Officer | | | DATE 08/04/2015 |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------------|-------------------|
| EPA Amount This Action | \$ | \$ 400,000 | \$ 400,000 |
| EPA In-Kind Amount | \$ | \$ | \$ 0 |
| Unexpended Prior Year Balance | \$ | \$ | \$ 0 |
| Other Federal Funds | \$ | \$ | \$ 0 |
| Recipient Contribution | \$ | \$ | \$ 0 |
| State Contribution | \$ | \$ | \$ 0 |
| Local Contribution | \$ | \$ | \$ 0 |
| Other Contribution | \$ | \$ | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 400,000 | \$ 400,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|--|------------------------|---------------------------------------|
| 66.818 - Brownfields Assessment and Cleanup Cooperative Agreements | CERCLA: Sec. 104(k)(2) | 2 CFR 200 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|-----------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 1509K0B024 | 15 | E4 | 09K2AG7 | 301D79 | 4114 | G900NY00 | | 200,000 |
| - | 1509K0B024 | 15 | E4 | 09K2AG7 | 301D79XBP | 4114 | G900OR00 | | 200,000 |
| | | | | | | | | | 400,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. Personnel | \$25,200 |
| 2. Fringe Benefits | \$14,800 |
| 3. Travel | \$4,000 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$356,000 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$400,000 |
| 10. Indirect Costs: % Base | \$0 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.) | \$400,000 |
| 12. Total Approved Assistance Amount | \$400,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$400,000 |
| 15. Total EPA Amount Awarded To Date | \$400,000 |

Administrative Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below. The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

A. Annual Federal Financial Report (FFR) - SF 425

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <http://www2.epa.gov/financial/forms>.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

D. Utilization of Disadvantaged Business Enterprises General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33. A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective

requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the [California State Water Resources Control Board \(CSWRCB\)](#), as follows:

| | MBE | WBE |
|--------------|-----|-----|
| Construction | 2% | 1% |
| Equipment | 1% | 1% |
| Services | 1% | 1% |
| Supplies | 1% | 1% |

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as [CSWRCB](#).

Negotiating Fair Share Objectives/Goals, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at Ochab.Joe@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

Bidders List, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

E. MBE/WBE Reporting

General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition

MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual:" in section 1B of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by

October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov . The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm .

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

F. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

Refer to **Attachment A** for applicable programmatic conditions.

END OF DOCUMENT

ATTACHMENT A

Assessment Terms and Conditions

These Terms and Conditions apply to U.S. Environmental Protection Agency Brownfields Assessment Grants awarded under CERCLA § 104(k)

City of Lodi, CA BF-99T30201-0

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields assessment cooperative agreements.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry

out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2.
 - a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated October 2014 for discussion of this element) documenting that:
 - (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.
 - b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
 - c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information

necessary for EPA to make the requisite determinations.

- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer, or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.
3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subrecipient from using EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more

information on subawards.)

- c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
- d. EPA may waive any of the provisions in term and condition II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
- c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Assessment grant, versus any other funding source used to help accomplish grant activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement work plan. See the quarterly report outline included in the Work Plan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.

- d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
4. In accordance with 2 CFR 200.328 (d) (1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

The cooperative agreement recipient agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. Public or Media Events
The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days notice.
2. Limited English Proficiency Communities
To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project

period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under III. B. 2; and carrying out community involvement pertaining to the assessment activities.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;

- d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subaward is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.
2. Under CERCLA § 104(k) (4) (B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards at 2 CFR 200 and 2 CFR 1500*. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
 - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
 - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
 - (8) Close out under 2 CFR 200.343.
3. Cooperative agreement funds may not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement

quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. In addition, the recipient must comply with the following QA requirements:
 - a. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water, air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.
 - b. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption and the recipient contacts the Quality Assurance Manager to obtain approval prior to beginning the sampling work. Contact the QA Office at 415-972-3411. In the event an unforeseen site condition arises during the cleanup work, changes or deviations to the type of contaminant sampled, methodology, or sample spacing, the recipient must contact the Quality Assurance Manager to determine if the Sampling and Analysis Plan must be amended before new work is initiated. If the change is such that a site hazard is created by a delay in the work, the recipient shall contact the Quality Assurance Manager to obtain approval prior to formally revising the document. Minor field deviations (i.e: slight location changes) should be noted in the final cleanup report, but do not require EPA approval.
 - c. In general, a QAPP or Sampling and Analysis Plan will require approximately two to four weeks for the EPA Quality Assurance Manager to review and return comments. Documents generally require one revision and re-submittal. The re-submittal review time is typically two weeks.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

 - b. An identification of "*significant*" *data gaps* (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

 - c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - "*[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.*"

 - "*[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.*"

Note: Please use either "I" or "We."

 - d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental

professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subawards to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305. We request the CAR make requests for reimbursement on a quarterly basis. Utilize the directions for submitting a payment request at <http://www2.epa.gov/financial/grants>.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
 - a. The CAR must submit the following documentation:
 - (1) The Final Report as described in II.G. of the Assessment Terms and Conditions.
 - (2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
LVFC-grants@epa.gov
 - (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional Grants Management Office.
 - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
 - c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

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

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on September 1, 2015 and terminates upon the completion of the Scope of Services or on December 31, 2018, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Joseph Wood

To CONTRACTOR: Stantec Consulting Services Inc.
 3017 Kilgore Rd., Suite 100
 Rancho Cordova, CA 95670
 Attn: Gary Haeck

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Requirements for Projects Funded by Federal Grant

The requirements, conditions, and disclosures under 2 Code of Federal Regulations 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, including the Appendices thereto, apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the provisions of 2 CFR 200, the provisions of 2 CFR200 will control.

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

STANTEC CONSULTING SERVICES INC.

By: _____

By: _____

Name: GARY HAECK
Title: Managing Senior Geologist



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

Funding Source: TBD
(Business Unit & Account No.)

Doc ID:2016-01

CA:Rev.01.2015

Lodi, California – FY2015 EPA Brownfields Community-Wide Assessment Grant - CA Work Plan

**U.S. ENVIRONMENTAL PROTECTION AGENCY
BROWNFIELDS ASSESSMENT PROGRAM**

WORK PLAN

Cooperative Agreement #: BF 99T30201-0

FOR

Lodi, California – Fiscal Year 2015 U.S. EPA Brownfields Community-Wide
Assessment Grant for Hazardous Substances and Petroleum

July 15, 2015, 2015

Submitted by
Joseph Wood
Manager, Neighborhood Services Division
City of Lodi
221 W. Pine Street
Lodi, California 95240
(209) 333-6800 x2467
jwood@lodi.gov

A. Recipient Title

City of Lodi, California.

B. Background

The City of Lodi (City) is a diverse community with deep roots in the agricultural and manufacturing industries. The compact City is surrounded by orchards, vineyards, and wineries. Rail and highway corridors run through industrial and commercial districts.

Lodi's economy was built on broad-based agriculture and manufacturing. Wine-based tourism has become an integral component of the City's economic base and has strengthened complementary markets including hotel, retail, and dining. However, over the last 30 years, declines in local manufacturing and processing, environmental contamination and the great recession have severely impacted the City's economy.

The City is working to strengthen its economy by revitalizing historic industries and attracting new, diverse commerce. However, brownfields, including shuttered factories, mills and print shops; neglected downtown, commercial, rail and highway corridors; abandoned buildings, warehouses, gas stations and auto yards; and other derelict properties - the result of decades of economic struggle - impede this vision for recovery.

The City's U.S. Environmental Protection Agency (EPA) Brownfield Community-Wide Assessment (CWA) Grant Project (Project) will use grant funding to establish a sustainable brownfields program. The City will create a comprehensive brownfield inventory, prioritize revitalization opportunities, perform environmental site assessments (ESAs), and conduct remedial action/reuse planning activities in alignment with established community plans and objectives.

The Project will conduct assessments and Area-Wide Planning (AWP) in brownfield-impacted areas, including the focus areas and targeted communities in the downtown, Union Pacific Railroad (UPRR) Corridor and the Highway 99 Corridor. These focus areas include five targeted communities, which make up some of Lodi's most economically distressed and culturally diverse neighborhoods and many brownfield sites.

C. Goals and Objectives

a. EPA Strategic Plan

This Project supports the U.S. EPA Strategic Plan and GPRA Goal 3: Cleaning Up Communities and Advancing Sustainable Development, Objective 3.1 Promote Sustainable and Livable Communities.

Outputs:

The City will inventory and assess hazardous substance and petroleum brownfields within the community in order to catalyze cleanup and revitalization of priority sites. The City anticipates specific outputs to include the following:

Task 1 - Brownfield Inventory and Prioritization

- Comprehensive City-wide inventory of potential brownfield sites; and,
- Prioritized list of sites for assessment.

Task 2 – Phase I Environmental Site Assessments (ESAs)

- Site eligibility determinations for each site selected for Phase I ESAs;
- Site access agreements for sites prioritized for Phase I ESAs;
- Health and Safety Plans (HASPs) prior to conducting each Phase I ESA; and,
- ASTM E1527-13 Phase I ESAs at up to 12 high priority hazardous substance brownfield sites (6 hazardous substance sites and 6 petroleum sites).

Task 3 – Phase II ESAs, Remedial Action Plans (RAPs), and Area-Wide Planning (AWP)

- Comprehensive Quality Assurance Project Plan (QAPP);
- Site access agreements for sites prioritized for Phase II ESAs;
- Site-Specific Sampling and Analysis Plans (SSSAPs) and updated HASPs for sites prioritized for Phase II ESAs;
- Sites-specific Endangered Species Act and National Historic Preservation Act consultations before conducting Phase II ESAs;
- Phase II ESAs on select parcels for which Phase I ESAs are completed and for which the need for further assessment is identified. The City plans to conduct Phase II ESAs on up to 6 high-priority brownfields sites (3 hazardous substances sites and 3 petroleum sites);
- Supplemental Phase II ESA work at up to 2 sites, as needed (1 hazardous substance site and 1 petroleum site);
- Remedial Action Plans (RAPs) and/or Site-Specific Reuse Plans at up to 2 petroleum and 2 hazardous substance sites; and,
- AWP documents for up to two focus areas.

Task 4 – Community Outreach and Public Involvement

- Establish the Brownfield Advisory Committee (BAC), meet with developers, property owners, other stakeholders, and the general public;
- Solicit, discuss, and implement meaningful public input into the grant processes;
- Public notices;
- Meeting materials and presentations;
- Brochures and other public information materials; and,
- Project webpage for the City's website.

Task 5 – Other Eligible Program Activities (Reporting and Travel)

The City will complete the following reports as required and in accordance with the submittal deadlines to be specified in the Cooperative Agreement (CA) with EPA:

- Quarterly progress/status reports;
- BAC meeting minutes;
- Annual Disadvantaged Business Enterprise (DBE) reports;
- Assessment, Cleanup and Redevelopment Exchange System (ACRES) updates; and,
- Final financial and close-out summary report to EPA.

Outcomes:

The following specific outcomes will be tracked on a quarterly basis:

- Number of potential brownfield properties inventoried;
- Numbers of sites and acres of land assessed;
- Numbers of sites for which property title transfers are facilitated;
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse;
- Acres of parks or green space created;
- Length of walking or bike trails created;
- Amount of additional public and private investment leveraged;
- Amount of other funding leveraged;
- Jobs created or retained;
- Increased property and sales tax revenue generated;
- Number of buildings seeking LEED certification; and,
- Incorporation of green and sustainable assessment and remediation (GSR) techniques applicable to Phase II ESA activities.

b. Project Goals

The City's overall goal is to build a sustainable Brownfield Program that spurs economic development and reduces risks to human health and the environment by redeveloping underutilized, blighted brownfield properties.

Grant funds will be used to support the Project goals by: 1) Establishing and maintaining a comprehensive brownfield inventory; 2) Conducting Phase I and II ESAs to facilitate the cleanup, transfer, and redevelopment of brownfields; 3) Engaging the community and stakeholders in identifying and prioritizing sites and redevelopment planning; and, 4) Conducting AWP within up to two focus areas including market analysis, existing conditions/infrastructure evaluation studies, site-specific reuse planning for catalyst brownfield sites, and community visioning exercises to inform a common redevelopment strategy and implementation plan.

c. Pre-Award Costs

The City of Lodi requests the approval of pre-award costs for this CA. It is estimated that up to \$20,000 will be utilized for the following activities:

- Public Project kickoff meeting including the public and key Project stakeholders.
- Project kickoff meeting(s) with the Consultant and EPA to review Project scope, goals, and strategies for community, property owner, and stakeholder engagement.
- Preliminary brownfield inventory work.
- Preparation of the comprehensive QAPP.

D. Tasks

Task 1 - Brownfield inventory and Prioritization

a. Task Description

Build a geographic information system (GIS)-based comprehensive City-wide inventory of brownfield sites as a foundation for identifying priority assessment, cleanup and redevelopment opportunity sites, reaching out to owners, and selecting sites for assessment. The data may be integrated with other databases to better relate the presence of brownfields to various economic impacts and/or health data. The Consultant will lead the inventory and prioritization activities with support from the City and the BAC.

- Conduct tours/inspections throughout the City to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies;
- Review select City, County and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, assessors data, City spill data, and sites identified in recent plans and studies;

- Review available historical Sanborn fire insurance maps, aerial photographs and/or other sources of information to identify historic sites which have a significant potential for impacts from historical land uses;
- Survey local real estate industry representatives for information on sites in the City; and,
- Review state and county records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

The inventory and prioritization process will be integrated with GIS, supplementing existing data layers to isolate sites with environmental concerns and reuse potential.

Following inventory activities, sites will be prioritized for assessment and/or cleanup/redevelopment planning. When prioritizing sites, the City will analyze the following: (1) economic development potential/opportunities; (2) known or suspected threats to public health; (3) sites identified in existing community planning documents; (4) degree of known or suspected environmental impacts; (5) degree of blight or underutilization; (6) tax delinquency status; and (7) community concerns.

b. Task Budget

Cost: \$38,000 (50% hazardous substances grant funds/50% petroleum grant funds).

- City personnel labor/fringe: \$4,000 (50 hours at \$80/hr) [~(\$50/hr (~63% salary, ~\$30/hr (~37%) fringe)].
- Contractual: \$34,000 (340 hours at \$100/hr).

c. Schedule

Task Start Date: July 2015

Task Completion Date: February 2015

d. Deliverables

Deliverables may include:

- GIS-based comprehensive City-wide inventory of potential brownfield sites;
- List of criteria for ranking sites;
- GIS maps of potential brownfields sites, as needed for planning and property redevelopment marketing; and,
- Brownfield inventory report documenting inventory and prioritization methods.

Task 2 - Phase I ESAs

a. Task Description

The City will conduct Phase I ESAs on up to 12 sites (6 hazardous substance sites and 6 petroleum sites).

The City and its Consultant will complete Phase I ESAs in accordance with All Appropriate Inquiry and ASTM Practice E 1527-13 "Standard Practice for ESAs; Phase I ESA Process." The City and/or its Consultant will contact site owners, negotiate access agreements, and complete site eligibility determinations before beginning Phase I ESAs.

Site eligibility determination requests will be submitted to the EPA Project Officer using the supplied request form. Site eligibility will be reviewed by the EPA Project Officer and/or DEQ (for petroleum sites) for concurrence with state and City determinations prior to any site-specific work.

The ACRES database will be updated at the conclusion of each site eligibility determination and each Phase I ESA.

The City and its Consultant will lead the Phase I ESA task with assistance from the BAC on site selection, access issues, data acquisition, and report review and distribution.

b. Task Budget

Cost: \$62,000 (50% hazardous substances grant funds/50% petroleum grant funds).

- City personnel labor/fringe: \$2,000 (25 hours at \$80/hr)
- Contractual: \$60,000 - Average Phase I ESA cost: \$5,000 (12 x \$5,000 = \$60,000)
- Phase I ESA costs include eligibility determination, HASP, and other pre-Phase I ESA activities.

c. Schedule

Task Start Date: April 2016

Task Completion Date: Ongoing throughout grant period

d. Deliverables

Deliverables may include:

- Completed eligibility determinations;

- HASPs;
- Signed access agreements; and,
- ASTM E1527-13 Phase I ESA reports.

Task 3 - Phase II ESAs, Remedial Action Plans, and Area-Wide Planning

a. Task Description

- Complete a comprehensive QAPP;
- Obtain site access agreements for sites prioritized for Phase II ESAs;
- Provide documentation to fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act Section 106 (NHPA).
- Complete Site-Specific Sampling and Analysis Plans (SSSAPs) and update HASPs for sites prioritized for Phase II ESAs;
- Perform Phase II ESA and/or supplemental assessment activities on select parcels for which Phase I ESAs are completed and for which the need for further assessment is identified. The City plans to conduct Phase II ESAs on up to 6 high-priority brownfields sites (3 hazardous substances sites and 3 petroleum sites);
- Perform supplemental Phase II ESA work at up to 4 sites, as needed (2 hazardous substance site and 2 petroleum site);
- Prepare RAPs and/or Site-Specific Reuse Plans at up to 2 petroleum and 2 hazardous substance sites; and,
- Conduct Area-Wide Planning for up to two focus areas.
- The City and its Consultant will lead the Phase II ESA tasks with assistance from BAC on site selection, access issues, data acquisition, and report review and distribution.

b. Task Budget

Cost: \$222,000 (50% hazardous substances grant funds/50% petroleum grant funds).
See breakdown in the table below.

| Task 3 Subtasks | Units | Cost Per Unit | Total Budget (50% haz sub/ 50% petroleum) |
|-----------------|-------|---------------|---|
| QAPP | 1 | \$8,000 | \$8,000 |
| Phase II ESA | 6 | \$19,500 | \$117,000 |

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| | | | |
|-----------------------------|----|----------|------------------|
| Supplemental Phase II ESA | 2 | \$9,500 | \$19,000 |
| Remedial Action Plans | 4 | \$8,500 | \$34,000 |
| Area-Wide Planning | 2 | \$20,000 | \$40,000 |
| City Personnel Labor/Fringe | 50 | \$80 | \$4,000 |
| Total Task 3 Cost | | | \$222,000 |

c. Schedule

QAPP completed by October 2015; First Phase II ESA underway by May 2016.
 Task Completion Date: Ongoing throughout Project.

d. Deliverables

Deliverables may include:

- Comprehensive QAPP;
- Completed/updated eligibility forms;
- HASPs;
- Endangered Species, NHPA, and cultural resources documentation;
- Signed access agreements;
- SSAPs;
- Phase II ESA Reports;
- RAPs/Site-Specific Reuse Plans; and,
- AWP report(s).

Task 4 - Community Outreach and Public Involvement

a. Task Description

The objective of this task is to ensure that community concerns are considered in assessment planning and execution. The objective of this task is to ensure that the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

- Convene the BAC;
- Coordinate and conduct at least 6 meetings with BAC, stakeholders, and the public to publicize the program and promote community and property-owner participation;

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- Develop outreach materials including fact sheets/mailers, press releases, project website, and meeting materials and presentations; and,
- Prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites.

b. Task Budget

Cost: \$28,000 (50% hazardous substances grant funds/50% petroleum grant funds)

- City personnel labor/fringe: \$6,000 (75 hours at \$80/hr)
- Contractual: \$22,000 (220 hours at \$100/hr)

c. Schedule

- November 2015: Convene BAC composed of community partners identified during the grant application process to plan and guide community outreach efforts;
- BAC will hold at least 6 meetings during Project;
- Hold public Project kickoff meeting September 2015 - outreach ongoing throughout Project; and,
- Fact sheets/mailers will be prepared and distributed at the beginning of the Project, if there are new developments or delays, and after the assessment is complete;

d. Deliverables

Deliverables may include:

- BAC and other meeting notes;
- Site Nomination Form to solicit community input regarding identification and prioritization of sites;
- Fact sheets/mailers;
- Press releases;
- Project website; and,
- Meeting materials and presentations.

[Task 5 – Other Eligible Program Activities – Reporting and Staff Training/Travel](#)

a. Task Description:

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The City will provide regular reports to EPA including Quarterly Progress Reports, DBE Reports, and annual Federal Financial Reports.

The City and its Consultant will lead Task 5.

Up to 2 City staff will attend 1 national and 1 regional brownfield conference.

b. Task Budget:

Cost: \$30,000 (50% hazardous substances grant funds/50% petroleum grant funds)

- City personnel labor/fringe: \$4,000 (50 hours at \$80/hr)
- Contractual: \$22,000 (220 hours at \$100/hr)
- Travel: 2 City staff attend one state/regional brownfields conference and one national brownfields conference. See budget table below.

Travel Budget Detail

| | Airfare | Hotel | Per Diem | Airport Parking | Totals |
|---|---------|---------|----------|-----------------|----------------|
| State/ Regional Conference (3 days/ 2 nights) | \$0 | \$360 | \$240 | \$0 | \$600 |
| National Conference (4 days/ 3 nights) | \$1,600 | \$1,360 | \$400 | \$40 | \$3,400 |
| Total Cost | | | | | \$4,000 |

c. Schedule:

- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September.
- DBE Reports will be submitted within 30 days of the end of the annual reporting period ending September (due by October 30th).
- Property profiles will be completed and updated quarterly in ACRES for each property where CA funds are expended.
- Interim Federal Financial Reports (FFR, SF-425), due December 31st annually.
- A final performance report will be completed and submitted to the EPA Project officer (electronically) within 90 calendar days following the expiration or

termination of the award. The report will contain the same information as the Quarterly Progress Reports, but will cover the entire Project period. In addition, the final performance report will specifically address lessons learned, successes achieved, and a summary Project fact sheet.

- Regional brownfields conference (anticipated 2016) and a national brownfields conference (September 2015).

d. Deliverables:

- Quarterly Progress Reports;
- DBE Reports;
- Updated ACRES records; and,
- Final Performance Report.

E. Schedule of Milestones & Deliverables

| DUE DATE (for grant awarded 10/01/15) | ITEM | Send to: | | | |
|--|--|----------|-------|------------|-------------|
| | | EPA PO | STATE | EPA GRANTS | EPA FINANCE |
| Pre-Award | Public Project kickoff meeting with public and key stakeholders; Internal kickoff meeting with City, Consultant, and EPA; Preliminary inventory work; and Prepare DRAFT QAPP. | X | | | |
| Ongoing (As needed) | Property Profile Form entered in ACRES or submitted to PO | X | | | |
| Month 2 | Establish BAC and Identify Stakeholders | X | X | | |
| Month 1 | Fact sheet - Project starting | X | | | |
| Month 4 (Quarterly) | Quarterly Progress Report (QPR) 1 for Period 10/1-12/31/15 | X | | | |

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| DUE DATE (for grant awarded 10/01/15) | ITEM | Send to: | | | |
|---|--|-------------|-------|------------|-------------|
| | | EPA PO | STATE | EPA GRANTS | EPA FINANCE |
| Month 2 | Comprehensive QAPP Finalized | X | | | |
| Month 7 | QPR 2 for Period 1/1-3/31/16 - continue quarterly | X | | | |
| Month 8 | Inventory developed & Site Selection Criteria set | X | | | |
| Month 8 | Top sites selected | X | X | | |
| Ongoing - At least 30 days before assessment is scheduled to begin | Site eligibility requested & confirmed | X | X | | |
| Before conducting assessments | HASP Site Access Agreements in Place Endangered Species Act, National Historic Preservation Act Letters (not required for Phase I ESA) | X | | | |
| Ongoing | Site Assessments | | | | |
| Ongoing | Area-Wide Planning | | | | |
| Annually by 10/30 | DBE Report (DBE = Disadvantaged Business Enterprises) Reports must be submitted annually by October 30th of each year. For forms & more information, visit: http://www.epa.gov/osdbu/dbe_team.htm | X (copy) | | X | |
| As Needed | Requests for Reimbursement – see Administrative Terms & Conditions | | | | X |
| Month 36 | Fact Sheet - Assessment results | X | | | |

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| DUE DATE (for grant awarded 10/01/15) | ITEM | Send to: | | | |
|---|--|-----------------|--------------|-------------------|--------------------|
| | | EPA PO | STATE | EPA GRANTS | EPA FINANCE |
| Months 36 – 39 | Final Federal Financial Report (FFR) (SF425) & Final Drawdown For forms & more information, visit: http://www.epa.gov/ocfo/finservices/forms.htm | X (copy) | | X (copy) | X |
| Months 36 – 39 | Closeout: Final Performance Report with Summary Fact Sheet, Photos, and Lessons Learned | X | | | |

Lodi, California – FY2015 EPA Brownfields Community-Wide Assessment Grant - CA Work Plan
 F. Budget Summary

Hazardous Substances Grant Budget

| | Task 1 Inventory and Prioritization | Task 2 Phase I ESAs | Task 3 Phase II ESAs/ RAPs/ AWP | Task 4 Public Outreach | Task 5 Other Eligible Tasks | Total |
|-------------|---|----------------------------------|---|-------------------------------------|---|------------------|
| Personnel | \$1,250 | \$625 | \$1,250 | \$1,875 | \$1,250 | \$6,250 |
| Fringe | \$750 | \$375 | \$750 | \$1,125 | \$750 | \$3,750 |
| Travel | \$0 | \$0 | \$0 | \$0 | \$2,000 | \$2,000 |
| Contractual | \$27,000 | \$30,000 | \$109,000 | \$11,000 | \$11,000 | \$188,000 |
| Grant Total | \$29,000 | \$31,000 | \$111,000 | \$14,000 | \$15,000 | \$200,000 |

Petroleum Grant Budget

| | Task 1 Inventory and Prioritization | Task 2 Phase I ESAs | Task 3 Phase II ESAs/ RAPs/ AWP | Task 4 Public Outreach | Task 5 Other Eligible Tasks | Total |
|-------------|---|----------------------------------|---|-------------------------------------|---|------------------|
| Personnel | \$1,250 | \$625 | \$1,250 | \$1,875 | \$1,250 | \$6,250 |
| Fringe | \$750 | \$375 | \$750 | \$1,125 | \$750 | \$3,750 |
| Travel | \$0 | \$0 | \$0 | \$0 | \$2,000 | \$2,000 |
| Contractual | \$27,000 | \$30,000 | \$109,000 | \$11,000 | \$11,000 | \$188,000 |
| Grant Total | \$29,000 | \$31,000 | \$111,000 | \$14,000 | \$15,000 | \$200,000 |

G. Greening Grants

The City will incorporate the EPA Greening Grants Policy during Project implementation.

1. The City will continue to implement environmentally preferable purchasing (e.g. office supplies).
2. The City will continue our in-office recycling program.

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3. The City will conduct Green meetings (e.g., sending electronic invitations; choosing public-transit-friendly meeting locations; ensuring hard copy outreach materials are printed double-sided and on recycled paper, etc.)

| | | | |
|---|---|---|--|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | GRANT NUMBER (FAIN): 99T30201 | DATE OF AWARD 08/04/2015 |
| | | MODIFICATION NUMBER: 0 PROGRAM CODE: BF | MAILING DATE 08/11/2015 |
| | | TYPE OF ACTION New | ACH# 90345 |
| | | PAYMENT METHOD: ASAP | |
| RECIPIENT TYPE: Municipal | Send Payment Request to: Las Vegas Finance Center email: lvfc-grants@epa.gov or Fax (702) 798-2423 | | |
| RECIPIENT: City of Lodi 221 W. Pine Street Lodi, CA 95240 EIN: 94-6000361 | PAYEE: City of Lodi 221 W. Pine Street Lodi, CA 95240 | | |
| PROJECT MANAGER Joseph Wood 221 W. Pine Street Lodi, CA 95240 E-Mail: jwood@lodi.gov Phone: 209-333-6842 | EPA PROJECT OFFICER Nova Blazej 75 Hawthorne Street, SFD-6 San Francisco, CA 94105 E-Mail: Blazej.Nova@epa.gov Phone: 415-972-3846 | EPA GRANT SPECIALIST Susan Chiu Grants Management Office, MTS-7 E-Mail: chiu.susan@epa.gov Phone: 415-972-3674 | |
| PROJECT TITLE AND DESCRIPTION Brownfields Assessment Cooperative Agreement This project provides funding for the City of Lodi to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in five focus areas in the Downtown and Union Pacific Railroad (UPRR) Corridor and the Highway 99 Corridors. This agreement provides full federal funding in the amount of \$400,000. Preaward costs are approved back to 8/1/2015. | | | |
| BUDGET PERIOD 08/01/2015 - 10/31/2018 | PROJECT PERIOD 08/01/2015 - 10/31/2018 | TOTAL BUDGET PERIOD COST \$400,000.00 | TOTAL PROJECT PERIOD COST \$400,000.00 |
| NOTICE OF AWARD | | | |
| Based on your Application dated 07/15/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments. | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | AWARD APPROVAL OFFICE | |
| ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105 | | ORGANIZATION / ADDRESS U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105 | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | |
| Digital signature applied by EPA Award Official Sara L. Russell - Grants Management Officer | | | DATE 08/04/2015 |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------------|-------------------|
| EPA Amount This Action | \$ | \$ 400,000 | \$ 400,000 |
| EPA In-Kind Amount | \$ | \$ | \$ 0 |
| Unexpended Prior Year Balance | \$ | \$ | \$ 0 |
| Other Federal Funds | \$ | \$ | \$ 0 |
| Recipient Contribution | \$ | \$ | \$ 0 |
| State Contribution | \$ | \$ | \$ 0 |
| Local Contribution | \$ | \$ | \$ 0 |
| Other Contribution | \$ | \$ | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 400,000 | \$ 400,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|--|------------------------|---------------------------------------|
| 66.818 - Brownfields Assessment and Cleanup Cooperative Agreements | CERCLA: Sec. 104(k)(2) | 2 CFR 200 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|-----------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 1509K0B024 | 15 | E4 | 09K2AG7 | 301D79 | 4114 | G900NY00 | | 200,000 |
| - | 1509K0B024 | 15 | E4 | 09K2AG7 | 301D79XBP | 4114 | G900OR00 | | 200,000 |
| | | | | | | | | | 400,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. Personnel | \$25,200 |
| 2. Fringe Benefits | \$14,800 |
| 3. Travel | \$4,000 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$356,000 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$400,000 |
| 10. Indirect Costs: % Base | \$0 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.) | \$400,000 |
| 12. Total Approved Assistance Amount | \$400,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$400,000 |
| 15. Total EPA Amount Awarded To Date | \$400,000 |

Administrative Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below. The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

A. Annual Federal Financial Report (FFR) - SF 425

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <http://www2.epa.gov/financial/forms>.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

D. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33. A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective

requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resources Control Board (CSWRCB), as follows:

| | MBE | WBE |
|--------------|-----|-----|
| Construction | 2% | 1% |
| Equipment | 1% | 1% |
| Services | 1% | 1% |
| Supplies | 1% | 1% |

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as CSWRCB.

Negotiating Fair Share Objectives/Goals, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at Ochab.Joe@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

Bidders List, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

E. MBE/WBE Reporting

General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition

MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual:" in section 1B of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by

October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

F. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

Refer to **Attachment A** for applicable programmatic conditions.

END OF DOCUMENT

ATTACHMENT A

Assessment Terms and Conditions

These Terms and Conditions apply to U.S. Environmental Protection Agency Brownfields Assessment Grants awarded under CERCLA § 104(k)

City of Lodi, CA
BF-99T30201-0

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields assessment cooperative agreements.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry

out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
- b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated October 2014 for discussion of this element) documenting that:
 - (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.
- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information

necessary for EPA to make the requisite determinations.

- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer, or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.
3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subrecipient from using EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more

information on subawards.)

- c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Assessment grant, versus any other funding source used to help accomplish grant activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement work plan. See the quarterly report outline included in the Work Plan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.

- d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
4. In accordance with 2 CFR 200.328 (d) (1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

The cooperative agreement recipient agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. Public or Media Events
The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days notice.
2. Limited English Proficiency Communities
To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project

period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under III. B. 2; and carrying out community involvement pertaining to the assessment activities.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;

- d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subaward is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.
2. Under CERCLA § 104(k) (4) (B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards* at 2 CFR 200 and 2 CFR 1500. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
 - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
 - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
 - (8) Close out under 2 CFR 200.343.
3. Cooperative agreement funds may not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement

quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. In addition, the recipient must comply with the following QA requirements:
 - a. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water, air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.
 - b. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption and the recipient contacts the Quality Assurance Manager to obtain approval prior to beginning the sampling work. Contact the QA Office at 415-972-3411. In the event an unforeseen site condition arises during the cleanup work, changes or deviations to the type of contaminant sampled, methodology, or sample spacing, the recipient must contact the Quality Assurance Manager to determine if the Sampling and Analysis Plan must be amended before new work is initiated. If the change is such that a site hazard is created by a delay in the work, the recipient shall contact the Quality Assurance Manager to obtain approval prior to formally revising the document. Minor field deviations (i.e: slight location changes) should be noted in the final cleanup report, but do not require EPA approval.
 - c. In general, a QAPP or Sampling and Analysis Plan will require approximately two to four weeks for the EPA Quality Assurance Manager to review and return comments. Documents generally require one revision and re-submittal. The re-submittal review time is typically two weeks.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "*significant*" *data gaps* (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. *Qualifications and signature* of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."
 - "[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."
 - d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental

Note: Please use either "I" or "We."

professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subawards to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305. We request the CAR make requests for reimbursement on a quarterly basis. Utilize the directions for submitting a payment request at <http://www2.epa.gov/financial/grants>.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
 - a. The CAR must submit the following documentation:
 - (1) The Final Report as described in II.G. of the Assessment Terms and Conditions.
 - (2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
LVFC-grants@epa.gov
 - (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional Grants Management Office.
 - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
 - c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

Schedule of Rates

Implementation charges for professional, technical, and administrative staff will be calculated and billed per the following schedule. To the extent possible, work will be performed by local staff and/or staff with lower billing levels and overseen by senior staff.

| Cost Category | Detailed Description | Unit Cost | Unit Basis | Anticipated Project Tasks |
|-----------------------------------|---------------------------------|-----------|------------|---|
| Stantec Labor | Admin/Field Tech 6 | \$101.00 | per hour | GIS, Brownfield Inventories, Phase I & II ESAs, Report Editing |
| | Project Support, CAD Tech 7 | \$109.00 | per hour | Figures for Reports, Report Editing, Fieldwork |
| | Jr. Geologist, GIS Technician 8 | \$118.00 | per hour | Phase I&II ESAs; Clean-Up Planning |
| | Jr. Engineer/Geologist 9 | \$127.00 | per hour | Project Administration, EPA Reporting, Phase I&II ESAs; Clean-Up Planning |
| | Mid Eng/Geo 10 | \$137.00 | per hour | Phase I&II ESAs; Clean-Up Planning |
| | Intermediate Eng/Geo 11 | \$148.00 | per hour | Phase II ESA/PM Support |
| | Engineer 12 | \$161.00 | per hour | Inventory, ESAs, etc. |
| | Sr. Engineer/ 13 | \$173.00 | per hour | Inventory, ESAs, etc. |
| | Associate/Sr. PM 14 | \$186.00 | per hour | Project Management, Site Eligibility, QA/QC, Cleanup Planning |
| | Sr. PM 15 | \$196.00 | Per hour | Project Management, Site Eligibility, QA/QC, Cleanup Planning |
| Leland Consulting Group Labor | Admin | \$80.00 | per hour | Real Estate Strategy/ Redevelopment Planning |
| | Analyst | \$90.00 | per hour | |
| | Associate | \$140.00 | per hour | |
| | Principal | \$150.00 | per hour | |
| | Managing Principal | \$175.00 | per hour | |
| Michael Baker International Labor | Administrative | \$65.00 | per hour | Redevelopment Planning/ Community Outreach |
| | Graphics | \$100.00 | per hour | |
| | Web Development | \$100.00 | per hour | |
| | Assistant Planner | \$85.00 | per hour | |
| | Associate Planner | \$100.00 | per hour | |
| | Senior Facilitator | \$120.00 | per hour | |
| | Managing Director | \$160.00 | per hour | |
| | Principal | \$185.00 | per hour | |

Schedule of Rates (continued)

| Cost Category | Detailed Description | Unit Cost | Unit Basis | Anticipated Project Tasks |
|-----------------------|--|----------------------------------|-----------------------|---------------------------------|
| Field Equipment | PID (mini-Rae 3000, 11.7 eV probe) | \$110.00 | per day | Equipment Used in Phase II ESAs |
| | Oil/Water Interface Probe | \$60.00 | per day | |
| | Field Vehicle | \$160.00 | per day | |
| | Miscellaneous Field Supplies (Safety, Traffic Control) | \$60.00 | per day (est) | |
| | Groundwater Sampling Supplies | \$25.00 | per day (est) | |
| | YSI pH-Cond-temp meter | \$30.00 | per day | |
| | Well sampling pump | \$110.00 | per day (est) | |
| | Field filters for groundwater samples | \$15.00 | each | |
| | Disposable bailers for groundwater sampling | \$10.00 | each | |
| Reimbursable Expenses | Personal vehicle mileage (Federal Rate) | \$0.565 (or prevailing IRS rate) | per mile | Travel to Meetings/Sites |
| | Field Vehicle | \$160.00 | per day | Fieldwork |
| | Digital historic fire insurance maps | \$2,000.00 | estimated | GIS/Site Inventory |
| | Radius Map Report (Environmental Data Resources) | \$120.00 | each | Phase I ESAs |
| | Supplemental Environmental Data Resources reporting | \$205.00 | each | Phase I ESAs |
| | Misc. field supplies (estimated) | \$50.00 | each | Phase II ESAs |
| | Utility Locate | \$600.00 | per day (est) | Phase II ESAs |
| | Health and safety equipment and supplies | \$25.00 | per day (est) | Phase I&II ESAs |
| | Photocopies | \$0.10 | per page (est) | Various Project Deliverables |
| | FedEx and Postage | \$35.00 | per report copy (est) | Various Project Deliverables |

Stantec billing rates in effect for 2016. Rates subject to annual increase. Equipment owned by Stantec will be charged at the rates provided in this table. Equipment rentals will be charged at cost + 10% markup. Equipment and reimbursable expenses (not listed in the above table) will be charged at cost + 10% markup. All subcontractor/ subconsultant fees will be charged at cost + 10% markup. Stantec will provide cost estimates for other fees/expenses as needed during the course of the project (in advance of performing such services).

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

| | | | |
|---|---|----------|--------|
| TO: | Internal Services Dept. - Budget Division | | |
| 3. FROM: | Joseph Wood | 5. DATE: | 2/3/16 |
| 4. DEPARTMENT/DIVISION: Community Development /Neighborhood Services | | | |

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|------------------------------|--------|-------------|-----------|---------------------------------|------------|
| A. SOURCE OF FINANCING | 270 | 27083000 | 56004 | EPA Brownfield Assessment Grant | \$400,000 |
| | | | | | |
| | | | | | |
| | | | | | |
| B. USE OF FINANCING | 270 | 27083000 | 72450 | Misc. Professional Services | \$376,000 |
| | 270 | 27083000 | 72315 | Conference Expense | \$4,000 |
| | 270 | 27083000 | 71189 | Personnel Transfer Charges | \$20,000 |
| | 270 | 27080000 | 71188 | Personnel Transfer Recovery | (\$20,000) |
| | | | | | |

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

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

The appropriation for Professional Services will be for the implementation services provided under contract by Stantec Consulting Corporation in an amount not to exceed \$376,000 and will be distributed over a three year span of time. The balance will be used for City staff time and materials.

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

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

Department Head Signature: _____

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. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING THE U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-WIDE ASSESSMENT GRANT AND APPROPRIATING FUNDS; AND FURTHER AWARDING THE CONTRACT FOR BROWNFIELDS GRANT IMPLEMENTATION SERVICES TO STANTEC CONSULTING CORPORATION, OF RANCHO CORDOVA

WHEREAS, the City of Lodi has been awarded a \$400,000 Brownfields Community-Wide Assessment (CA) Grant from the U.S. Environmental Protection Agency (US EPA); and

WHEREAS, the grant funds will be used to establish a sustainable brownfields program that will create a comprehensive brownfield inventory, prioritize revitalization opportunities, perform environmental site assessments, and conduct remedial action/reuse planning activities in alignment with established community plans and objectives; and

WHEREAS, the City has entered into a Cooperative Agreement with the US EPA, effective October 1, 2015, which includes an approved CA Work Plan and budget; and

WHEREAS, the assistance with grant implementation will be performed by Stantec Consulting Corporation, in accordance with the Master Professional Services Agreement for Engineering Support Services and Task Order No. 6 that was approved by City Council on January 6, 2015; and

WHEREAS, the services performed by Stantec Consulting Corporation will be in accordance with the scope of work and budget defined in the CA and CA Work Plan and consistent with the contractual amount not to exceed \$376,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the \$400,000 Brownfields Community-Wide Assessment Grant awarded by the U. S. Environmental Protection Agency; and

BE IT FURTHER RESOLVED that funds in the amount of \$400,000 be appropriated as shown on the attached Appropriation Adjustment Request Form; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for Brownfields grant implementation services to Stantec Consulting Corporation, of Rancho Cordova, California, in an amount not to exceed \$376,000.

Dated: February 3, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 3, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division

3. FROM: **Joseph Wood** 5. DATE: **2/3/16**

4. DEPARTMENT/DIVISION: **Community Development /Neighborhood Services**

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|------------------------------|--------|-------------|-----------|---------------------------------|------------|
| A. SOURCE OF FINANCING | 270 | 27083000 | 56004 | EPA Brownfield Assessment Grant | \$400,000 |
| | | | | | |
| | | | | | |
| | | | | | |
| B. USE OF FINANCING | 270 | 27083000 | 72450 | Misc. Professional Services | \$376,000 |
| | 270 | 27083000 | 72315 | Conference Expense | \$4,000 |
| | 270 | 27083000 | 71189 | Personnel Transfer Charges | \$20,000 |
| | 270 | 27080000 | 71188 | Personnel Transfer Recovery | (\$20,000) |
| | | | | | |

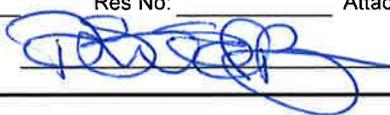
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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

The appropriation for Professional Services will be for the implementation services provided under contract by Stantec Consulting Corporation in an amount not to exceed \$376,000 and will be distributed over a three year span of time. The balance will be used for City staff time and materials.

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

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

Department Head Signature:  _____

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.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Apply for the Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety in the Amount of \$180,000

MEETING DATE: February 3, 2016

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to apply for the Selective Traffic Enforcement Program Grant funded by the Office of Traffic Safety in the amount of \$180,000.

BACKGROUND INFORMATION: Lodi has a significant problem with alcohol and speed-related fatal and injury collisions, including those involving pedestrians, bicyclists, hit-and-run drivers, and motorcyclists.

The OTS develops rankings based on the Statewide Integrated Traffic Records System data for collisions reported by agencies other than the California Highway Patrol. In the most recent rankings from 2011, Lodi ranks 37th out of 103 California municipalities in the 50,000 to 100,000 population category for most collisions.

To address DUI, the Lodi Police Department deploys existing officers on weekend and holiday evenings for DUI saturation enforcement and will conduct eight DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Lodi Police Department will conduct driver's license checkpoints at all DUI checkpoints.

With Council approval, the City of Lodi will apply for funding in the amount of \$180,000 to fund enhanced enforcement, grant-required training, and the purchase of related materials and equipment.

FISCAL IMPACT: This grant will allow the City to conduct education and enforcement without using General Fund dollars.

FUNDING AVAILABLE: 2016/2017 DUI Selective Traffic Enforcement Program Grant (21299000)

Tod Patterson
Chief of Police

TP/pjo

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO APPLY FOR THE SELECTIVE
TRAFFIC ENFORCEMENT PROGRAM GRANT FUNDED BY
THE OFFICE OF TRAFFIC SAFETY

=====

WHEREAS, Lodi has a significant problem with alcohol and speed-related fatal and injury collisions, including those involving pedestrians, bicyclists, hit-and-run drivers, and motorcyclists; and

WHEREAS, the Office of Traffic Safety (OTS) develops rankings based on the Statewide Integrated Traffic Records System data for collisions reported by agencies other than the California Highway Patrol. Lodi is ranked 37th out of 103 California municipalities in the 50,000 to 100,000 population category; and

WHEREAS, the Lodi Police Department deploys existing officers on weekends and holiday evenings for DUI saturation enforcement and will conduct eight DUI checkpoints during the grant period. The grant includes motorcycle saturation enforcement, bicycle/pedestrian enforcement, and general traffic safety enforcement. To address hit-and-run collisions, the Police Department will conduct driver’s license checks at all DUI checkpoints; and

WHEREAS, staff recommends that the City Council authorize the City Manager to apply for the Selective Traffic Enforcement Program Grant funding that will provide \$180,000 to the City to fund enhanced enforcement, grant required training, and the purchase of related materials and equipment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to apply for the Selective Traffic Enforcement Program Grant funded by the Office of Traffic Safety; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the grant application on behalf of the City of Lodi.

Date: February 3, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 3, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Apply for the Petco Foundation Grant (\$23,933)

MEETING DATE: February 3, 2016

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt Resolution Authorizing City Manager to Apply for the Petco Foundation Grant (\$23,933)

BACKGROUND INFORMATION: Since 1999, the Petco Foundation has invested more than \$135 million in animal welfare work across the country. The Foundation collaborates with over 8,000 communities and animal welfare partners/rescue organizations to provide funding for adoption programs, spay/neuter services, pet cancer research, and other initiatives. Because of Petco Foundation's dedication to animal welfare, the Lodi Animal Services is interested in reaching out for grant funding for Chameleon software.

Currently, Animal Services and Lodi Shelter Pals staff maintain all shelter records, including medications, adoptions, owner returns, and transfers to other organizations in hand-written or electronic files. These records are maintained in folders, binders and the current shelter management software application; tracking information in several locations.

Chameleon will enable the shelter to accurately inventory medications, monitor vaccines and control the dispensing of medications to shelter animals. The software allows shelter personnel to upload animal pictures and information to multiple websites and other shelter organizations. Future collaboration with statewide shelters will provide the potential for increased animal returns and adoptions and greatly reduce euthanasia rates.

The grant application must meet a February 26, 2016 deadline. It is proposed that the funding be used to fund the full cost for the following equipment:

- Chameleon Software \$23,933

FISCAL IMPACT: If awarded, no impact to the General Fund.

FUNDING AVAILABLE: Animal Services does not have funding in the FY 15/16 budget.

Tod Patterson
Chief of Police

TP/pjo

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPLY FOR
PETCO FOUNDATION GRANT

=====

WHEREAS, the Petco Foundation has invested more than \$135 million in animal welfare work across the country; and

WHEREAS, because of Petco Foundation's dedication to animal welfare, the Lodi Animal Services is interested in reaching out for grant funding for Chameleon software; and

WHEREAS, Chameleon software will enable the shelter to accurately inventory medications, monitor vaccines, and control the dispensing of medications to animals in its care; and

WHEREAS, the shelter, through the use of Chameleon, will accurately track intake and outcome of animals at the shelter. The software will allow shelter personnel to upload animal pictures and information to multiple websites and other shelter organizations; and

WHEREAS, the Lodi Police Department recommends that the City Council authorize the City Manager to apply for the Petco Foundation grant funds in the amount of \$23,933 for the purchase of Chameleon software.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to apply for the Petco Foundation grant funds in the amount of \$23,933 to purchase Chameleon software.

Dated: February 3, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 3, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Report Regarding Boards, Committees, and Commissions
MEETING DATE: February 3, 2016
PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding boards, committees, and commissions.

BACKGROUND INFORMATION: This annual report is being provided to the City Council for informational purposes only. Attached are the attendance records for the various board, committee, and commission members for the 2015 calendar year as submitted by the relevant liaisons. The report does not include AB 1234 Ethics Training records because the City's next compliance deadline and training will occur in 2016. In addition, in 2015, all board, committee, and commission members submitted their Statements of Economic Interest (Form 700) by the deadline, or shortly thereafter, and there are no outstanding filings.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Arts Commission

Total Number of All Meetings Held (Regular and Special) – 14 (13 Regular and 2 Special)

Ben Burgess

Total Number of All Meetings Attended – 12

Total Number of All Meetings Absent – 2

Nancy Carey

Total Number of All Meetings Attended – 3

Total Number of All Meetings Absent – 11 (Retired)

Nancy Ahlberg Mellor

Total Number of All Meetings Attended – 12

Total Number of All Meetings Absent – 2

Cathy Metcalf

Total Number of All Meetings Attended – 12

Total Number of All Meetings Absent – 2

Annalisa Sharp Babich

Total Number of All Meetings Attended – 9

Total Number of All Meetings Absent – 5

Sandi Walker-Tansley

Total Number of All Meetings Attended – 11

Total Number of All Meetings Absent – 3

Patricia Stump

Total Number of All Meetings Attended – 14

Total Number of All Meetings Absent – 0

Richard Vasquez

Total Number of All Meetings Attended – 11

Total Number of All Meetings Absent – 3

Mary Finely

Total Number of All Meetings Attended – 3

Total Number of All Meetings Absent – 11 (Resigned July 2nd 2015)

Lodi Improvement Committee – 2015 Attendance Record

| Name | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Sunil Yadav | P | C | P | P | C | Ae | C | P | P | P | P | C |
| Fran Forkas | P | C | P | P | C | P | C | P | P | P | P | C |
| Curt Juran | P | C | P | P | C | P | C | P | P | P | P | C |
| Terry Piazza | P | | | | | | | | | | | |
| Maria Rosado | P | C | P | Ae | C | P | C | P | P | Au | P | C |
| Rehana Zaman | | | | | | P | C | Ae | P | Au | P | C |

P – Present

Ae – Absent (excused)

Au – Absent (unexcused)

C – Cancelled Meeting

Lodi Public Library Board of Trustees

Attendance Summary – 2015

| | CASEY | KOOGER | COSTA | S. MARTIN | C. MARTIN |
|--|--------------|---------------|--------------|------------------|------------------|
| January 12, 2015 | X | X | X | X | X |
| January 27, 2015* | X | X | X | X | X |
| February 9, 2015 | X | X | | X | X |
| March 9, 2015 | X | X | X | X | X |
| April 13, 2015 | X | X | X | X | X |
| May 11, 2015 | X | X | | X | X |
| June 15, 2015* | X | X | | | X |
| July 13, 2015 | X | X | X | X | X |
| August 10, 2015 | X | X | X | X | X |
| September 14, 2015 <i>(Meeting Cancelled)</i> | - | - | - | - | - |
| October 12, 2015 | X | X | X | X | X |
| November 9, 2015 | X | X | | X | X |
| December 14, 2015 | X | X | X | X | X |

***Special Meeting**

| Trustee | Total Meetings Attended in 2015 |
|-----------------|--|
| Caitlin Casey | 12 |
| Frank Kooger | 12 |
| Terry Costa | 8 |
| Scot Martin | 11 |
| Charlene Martin | 12 |

PLANNING COMMISSION MEETING ATTENDANCE REPORT 2015

| | Heinitz | Hennecke | Kirsten | Kiser | Cummins | Olson | Slater | Meeting Hours |
|-----------------------|---------|----------|---------|-------|---------|-------|--------|---------------|
| 01/14/15 | | | | | | | | |
| 01/28/15 | | | | | | | | |
| 02/11/15 | 1 | 1 | 1 | 1 | 0 | 1 | 1 | 0.75 |
| 02/25/15 | | | | | | | | |
| 03/11/15 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 3 |
| 03/25/15 | | | | | | | | |
| 3rd Qtr Totals | 1/2 | 2/2 | 2/2 | 2/2 | 1/2 | 2/2 | 2/2 | |
| 04/08/15 | 1 | 1 | 0 | 1 | 1 | 0 | 0 | 1.17 |
| 04/22/15 | | | | | | | | |
| 05/13/15 | 1 | 1 | 0 | 1 | 1 | 1 | 1 | 1.5 |
| 05/27/15 | | | | | | | | |
| 06/10/15 | S | S | S | S | S | S | S | 0.5 |
| 06/24/15 | 0 | 1 | 1 | 1 | 1 | 0 | 1 | 2 |
| 4th Qtr Totals | 3/4 | 4/4 | 2/4 | 4/4 | 4/4 | 2/4 | 3/4 | |
| 07/08/15 | | | | | | | | |
| 07/22/15 | 1 | 0 | 0 | 1 | 1 | 1 | 1 | 0.5 |
| 08/12/15 | | | | | | | | |
| 08/26/15 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1.75 |
| 09/09/15 | | | | | | | | |
| 09/23/15 | 1 | 1 | 0 | 1 | 1 | 1 | 1 | 1.8 |
| 1st Qtr Totals | 3/3 | 2/3 | 1/3 | 3/3 | 3/3 | 3/3 | 3/3 | |
| 10/14/15 | | | | | | | | |
| 10/28/15 | 1 | 1 | 0 | 0 | 1 | 1 | 0 | 1 |
| 11/11/15 | 1 | 0 | 1 | 1 | 1 | 0 | 1 | 2.33 |
| 11/25/15 | | | | | | | | |
| 12/09/15 | | | | | | | | |
| 12/23/15 | | | | | | | | |
| 2nd Qtr Totals | 2/2 | 1/2 | 1/2 | 1/2 | 2/2 | 1/2 | 1/2 | |
| Grand Totals | 9/11 | 9/11 | 6/11 | 10/11 | 10/11 | 8/11 | 9/11 | |
| Total Meetings | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 |
| Total Attended | 9 | 9 | 6 | 10 | 10 | 8 | 9 | |
| Total Missed | 2 | 2 | 5 | 1 | 1 | 3 | 2 | |

C = CANCELLED

1 = ATTENDED

0 = ABSENT

S = SPECIAL MEETING ATTENDED

RECREATION COMMISSION

2015

| | |
|-----------|-------------------|
| JANUARY | <i>No Meeting</i> |
| FEBRUARY | Hamilton |
| MARCH | Palmquist, Long |
| APRIL | Hamilton |
| MAY | |
| JUNE | Long |
| JULY | <i>No Meeting</i> |
| AUGUST | |
| SEPTEMBER | |
| OCTOBER | Long |
| NOVEMBER | |
| DECEMBER | Hamilton |

Senior Citizens Commission

Total Number of All Meetings Held (Regular and Special) - 12

Terri Whitmire

Total Number of All Meetings Attended - 11

Total Number of All Meetings Absent - 1

Mark Sey

Total Number of All Meetings Attended – 2 (Resigned)

Total Number of All Meetings Absent - 5

Pat Hill

Total Number of All Meetings Attended - 8

Total Number of All Meetings Absent - 4

Robert Anderson

Total Number of All Meetings Attended – 11

Total Number of All Meetings Absent - 1

Tracy Williams

Total Number of All Meetings Attended - 7

Total Number of All Meetings Absent – 5

Jill Hernandez

Total Number of All Meetings Attended – 11

Total Number of All Meetings Absent – 1

Bobbi Wirth

Total Number of All Meetings Attended – 4 (Appointed mid-year)

Total Number of All Meetings Absent – 2

Julie Whitely

Total Number of All Meetings Attended – 3 (Appointed mid/late-year)

Total Number of All Meetings Absent – 0

SPARC Attendance 2015

| | Kiser | Kirst | Della Monica | Stafford | Litton |
|------------------------------|-------|-------|-----------------|----------|--------|
| 04/08/15 | 1 | 1 | 1 | 1 | 0 |
| 06/24/15 | 1 | 1 | 0 | 0 | 1 |
| 07/22/15 | 1 | 1 | 1 | 1 | 0 |
| 11/11/15 | 1 | 1 | 0 | 1 | 0 |
| Meetings attended | 4 | 4 | 2 | 3 | 1 |

Meetings

Missed 0 0 2 1 3

Youth Commission

Total Number of All Meetings Held (Regular and Special) - 9

Evan Gardella

Total Number of All Meetings Attended - 4

Total Number of All Meetings Absent - 5

Madison Litton

Total Number of All Meetings Attended – 3 (Graduated HS mid-year)

Total Number of All Meetings Absent - 0

Ryan Ozminkowski

Total Number of All Meetings Attended – 3 (Graduated HS mid-year)

Total Number of All Meetings Absent - 0

Cole Carouba

Total Number of All Meetings Attended – 8

Total Number of All Meetings Absent - 1

Simaron Dhillon

Total Number of All Meetings Attended – 3 (Graduated HS mid-year)

Total Number of All Meetings Absent - 0

Josh Baumbach

Total Number of All Meetings Attended – 3 (Graduated HS mid-year)

Total Number of All Meetings Absent - 0

Daniel Anaforian

Total Number of All Meetings Attended – 3 (Graduated HS mid-year)

Total Number of All Meetings Absent - 0

Andrew Moton

Total Number of All Meetings Attended – 3 (Graduated HS mid-year)

Total Number of All Meetings Absent - 0

Hayden Johnson

Total Number of All Meetings Attended – 8

Total Number of All Meetings Absent – 1

Karli Baumbach

Total Number of All Meetings Attended – 4 (Appointed in August)

Total Number of All Meetings Absent – 1

Sanjay Shukla

Total Number of All Meetings Attended – 4 (Appointed in August)

Total Number of All Meetings Absent – 1

Tasha Shukla

Total Number of All Meetings Attended – 4 (Appointed in August)

Total Number of All Meetings Absent – 1

Dominic Duran

Total Number of All Meetings Attended – 5 (Appointed in August)

Total Number of All Meetings Absent – 0

Chris Anaforian

Total Number of All Meetings Attended – 5 (Appointed in August)

Total Number of All Meetings Absent – 0

Hope Lorentzen

Total Number of All Meetings Attended – 5 (Appointed in August)

Total Number of All Meetings Absent – 0

Jennifer Phillips (Adult Advisor)

Total Number of All Meetings Attended – 6

Total Number of All Meetings Absent - 3

Elizabeth Mazzeo (Adult Advisor)

Total Number of All Meetings Attended - 7

Total Number of All Meetings Absent - 2

Cynthia Rodriguez (Adult Advisor)

Total Number of All Meetings Attended – 2 (Term ended)

Total Number of All Meetings Absent – 1

Bre Meyer (Adult Advisor)

Total Number of All Meetings Attended – 9

Total Number of All Meetings Absent – 0

Nicole Grauman (Adult Advisor)

Total Number of All Meetings Attended – 6

Total Number of All Meetings Absent – 3

Anne Siegfried (Adult Advisor)

Total Number of All Meetings Attended – 7

Total Number of All Meetings Absent – 2

Daniel Valdez (Adult Advisor)

Total Number of All Meetings Attended – 4 (Appointed mid-year)

Total Number of All Meetings Absent – 1



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for February 17, 2016 to Consider the Appeal of Bella Terra Plaza / Rio Valley Charter School for Reconsideration of the Planning Commission Project Indecision

MEETING DATE: February 3, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for February 17, 2016 to consider the appeal of Bella Terra Plaza / Rio Valley Charter School for reconsideration of the Planning Commission project indecision.

BACKGROUND INFORMATION: On January 13, 2016, the Lodi Planning Commission held a duly noticed public hearing for the Bella Terra Plaza / Rio Valley Charter School request for a Use Permit to allow a charter school into an existing tenant space at 1110 W. Kettleman Lane.

The Rio Valley Charter School is a public charter school authorized by the Lodi Unified School District. The Charter School offers an alternative to traditional schooling and utilizes independent home schooling. Students do most of their schooling at home, coming to the site only for scheduled one-on-one meetings with credentialed teachers, as well as tutoring and small group workshops.

At the meeting the Planning Commissioners and members of the public asked a number of questions about the charter school use and the current state of the proposed property. Unfortunately, the property owner was not able to attend the meeting and some concerns could not be answered and issues were unresolved. Based on the administrative record before them, the Planning Commission's vote on the project ended in a 3-3 tie. This resulted in neither an approval nor denial of the project.

In an effort to move the project forward, the applicant is appealing the Planning Commission's statement to the City Council

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Steve Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager

From: Craig Hoffman [mailto:choffman@lodi.gov]
Sent: Thursday, January 14, 2016 4:04 PM
To: Lemmon, Chris
Cc: shawn nejad
Subject: RE: Appeal

The appeal is \$300.00

Thank you,

Craig Hoffman
Senior Planner

City Of Lodi - Community Development
221 West Pine Street
P.O. Box 3006
Lodi CA, 95241-1910

Tel: 209-333-6800 Ex. 2649

From: Lemmon, Chris [mailto:clemmon@newmarkccarey.com]
Sent: Thursday, January 14, 2016 4:03 PM
To: Craig Hoffman
Cc: shawn nejad
Subject: Appeal

Craig,

This email is to inform you that ownership of Bella Terra Plaza would like to formerly appeal the non-action taken by the Planning Commission last night to the City Council. Please let me know the amount to process this appeal and we will have a check in the mail to you ASAP.

Thanks!
Chris

Chris Lemmon
Senior Managing Director
CA RE License #01506816

RECEIVED

JAN 20 2016

COMMUNITY DEVELOPMENT DEPT
CITY OF LODI

2015-40LL (CDD)

VANDELAY INTERNATIONAL, INC.
11728 MELONES CIR
GOLD RIVER CA 95670-7745

Bank of America
ACH R/T 121000358

1171

11-35/1210 CA
90884

1/14/2016

PAY TO THE
ORDER OF City of Lodi

\$**300.00

Three Hundred and 00/100***** DOLLARS

City of Lodi
Attn: Craig Hoffman
221 West Pine Street
Lodi, CA 95241-1910

MEMO

Bella Terra Plaza Appeal



AUTHORIZED SIGNATURE



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for One Expiring Term on the Lodi Improvement Committee
MEETING DATE: February 3, 2016
PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for one expiring term on the Lodi Improvement Committee.

BACKGROUND INFORMATION: One term is due to expire on the Lodi Improvement Committee on March 1, 2016. It is recommended that the City Council direct the City Clerk to post for the following. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Lodi Improvement Committee

Sunil L. Yadav Term to expire March 1, 2016

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Provide Direction on the Setting of Rebate Caps for the Annual Lodi Electric Utility Solar Rebate Program

MEETING DATE: February 3, 2016

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Provide direction on the setting of rebate caps for the annual Lodi Electric Utility Solar Rebate Program

BACKGROUND INFORMATION: At a recent Council Shirtsleeve meeting staff was asked to present information regarding the setting of annual solar rebate caps prior to release of the Electric Utility's 2016 solar program.

Senate Bill 1 (SB1) was enacted by the State of California in August 2006 to encourage the installation of high-quality solar photovoltaic (PV) systems. Also known as the "California Solar Initiative" SB1 set a statewide goal of adding 3,000 MW of new solar PV systems over 10 years and mandated the establishment of solar PV incentive programs for locally publicly owned utilities (POU's). In the first year, SB1 required POU's to provide a rebate incentive of no less than \$2.80/watt; declining at a rate of 7 percent each year thereafter.

Lodi Electric Utility (LEU) has provided rebate incentives for the installation of solar PV systems since 2008. SB1 is an unfunded state mandate; however, POU's are allowed to collect a separate surcharge to be used for solar PV system rebate incentives. LEU's Program is funded by the California Solar Surcharge ("CSS"). The amount collected for CSS is \$0.00125 per kilowatt-hour assessed on each customer's utility bill. LEU's annual solar rebate program budget totals approximately \$600,000.

When LEU's solar rebate program began in 2008, the maximum system rebate amount or "cap" was set at \$375,000 and funds were distributed by rate class (i.e. residential; non-residential), on a first-come, first-serve basis. Over subsequent years, as the cost of solar decreased and interest became more widespread, the rebate cap has been substantially reduced in an effort to incentivize a greater number of solar installations. When annual demand for rebate incentives exceeded available program budget, LEU began using a lottery selection process in an effort to distribute funds in a fair and equitable manner. Over the last few years, solar rebate incentive caps have been set at \$7,000 for residential and \$40,000 for non-residential, with no more than 50 percent of total project costs eligible. Even under this approach, the number of interested customers has exceeded available rebate funds.

Staff compared LEU's program offerings with those of other NCPA member POU's. While a few have met their net metering obligations under SB1 and are no longer offering solar rebates, current residential rebate caps range from \$2,400 (Roseville) to \$18,000 (Biggs); and nonresidential rebate caps range from \$11,850 (Truckee Donner PUD) to \$36,000 (Palo Alto).

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT:

Modification of the annual solar rebate program incentive caps will not result in a fiscal impact to Lodi Electric Utility; however, such changes could impact the effectiveness of the solar rebate incentive program.

FUNDING AVAILABLE:

LEU's Program is funded by the California Solar Surcharge. The amount collected is \$0.00125 per kilowatt-hour assessed on each customer's utility bill.

Jordan Ayers, Deputy City Manager

Adam Brucker
Business Development Manager