



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: February 5, 2014

Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl-Olson, City Clerk

Telephone: (209) 333-6702

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Check Presentation by Hutchins Street Square Foundation (PRCS)
- B-2 Presentation Regarding 2013 Library Accomplishments and 2014 Library Goals (LIB)

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

- C-1 Receive Register of Claims in the Amount of \$19,821,197.69 (FIN)
- C-2 Approve Minutes (CLK)
 - a) January 14, 21, and 28, 2014 (Shirtsleeve Sessions)
 - b) January 14 and 28, 2014 (Special Meetings)
 - c) January 15, 2014 (Regular Meeting)

C-3 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

C-5 Report of Sale of Surplus Equipment (PW)

Res. C-6 Adopt Resolution Approving the Purchase of Padmount Transformers from Howard Industries, of Laurel, Missouri (\$38,934), and HD Supply Utility, of Benicia (\$44,930.16) (EU)

- Res. C-7 Adopt Resolution Awarding Contract for Directional Boring, Excavation, and Conduit Installation to Westech Industries, Inc., of Galt (\$500,000) (EU)
- Res. C-8 Adopt Resolution Awarding Lodi Lake Park Boat House Concession to Headwaters Kayak Shop, of Lodi, and Authorizing the Parks, Recreation, and Cultural Services Director to Execute the Concession Agreement on Behalf of the City (PRCS)
- C-9 Accept Improvements Under Contract for Hutchins Street Square Kirst Hall Heating, Ventilation, and Air Conditioning Replacement Project (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Influent Screening Study for the White Slough Water Pollution Control Facility with Carollo Engineers, Inc., of Sacramento (\$49,683) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Architectural and Engineering Design at Lodi Transit Station with KPFF Consulting Engineers, of Roseville (\$55,766) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Extend the Term of the Delivery Schedule for Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of Geographical Information Systems (EU)
- C-13 Receive Report Regarding Boards, Committees, and Commissions (CLK)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Communications

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

I. Regular Calendar

- Res. I-1 Adopt Resolution Appointing D. Stephen Schwabauer as Interim City Manager and Approving the Related Employment Agreement (CM)
- I-2 Appoint Janice Magdich Interim City Attorney (CA)

J. Ordinances – None

K. Adjournment

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

Randi Johl-Olson
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Check Presentation by Hutchins Street Square Foundation
MEETING DATE: February 5, 2014
PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Mayor Katzakian accept a ceremonial check from the Hutchins Street Square Foundation.

BACKGROUND INFORMATION: The Fiscal Year 2013/14 budget includes \$45,000 to replace most of the original carpet at Hutchins Street Square, but the replacement cost for carpet with a nearly identical pattern is nearly \$80,000. The Parks, Recreation and Cultural Services Department does not have the funds to cover the difference.

Thanks to the fund-raising efforts of the Hutchins Street Square Foundation, the PRCS Department will not have to settle for replacing only the most worn sections or substituting a lower-cost pattern. The Foundation brought back its Holiday Gala for the first time in eight years on December 7, 2013 and raised the funds needed to cover the difference, which will result in replacement of all of the ground-floor meeting room and hallway carpeting.

Members of the Hutchins Street Square Foundation board will present Mayor Katzakian with a ceremonial check symbolizing their financial commitment to the carpet replacement project and update the City Council on past and future events.

Jeff Hood
Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation regarding 2013 Library Accomplishments and 2014 Library Goals
MEETING DATE: February 5, 2014
PREPARED BY: Library Director

RECOMMENDED ACTION: Presentation regarding 2013 Library accomplishments and 2014 Library goals.

BACKGROUND INFORMATION: The Lodi Library Board of Trustees, the Lodi Library Foundation, the Friends of the Library, volunteers by the hundreds, and Library employees have worked hard this past year to reorganize and reenergize Library operations to expand access and opportunity to knowledge in the hopes of creating and promoting a more intellectual, creative and welcoming environment for our community. Reflective of the tireless efforts of all those involved, the Library had an outstanding year, with the significant achievements included below:

- Increased hours open to the public by 21 percent. The Lodi Library is now open the 3rd most hours of 19 area libraries.
- Increased visitors/patrons to the Library almost 12 percent from 2012 to more than 21,000 visitors per month, or approximately 250,000 per year.
- Provided over 3,000 free tutoring sessions to assist Lodi youth with their homework.
- More than 18,000 books/media items were checked out by patrons every month.
- Issued 15 percent more Library cards in 2013 than in 2012, approximately 4,000 new patrons join the Library every year.
- Increased number of Library volunteers by 10 percent; we now have approximately 225 volunteers.
- Doubled the amount spent purchasing new books and media than in 2012.
- Create and disseminate a monthly email to over 13,000 Lodi Library patrons advertising Library events, programs and supporters.
- Partnered with several Lodi businesses – including General Mills and Target – to expand our services to the public. Additionally, the Library worked with the Lowe's stores to rehabilitate the Library Community Room and front landscape. These efforts by Lowe's included donating more than \$15,000 in materials and dozens of Lowe's employees performing the work free of charge.

Importantly, all the above was accomplished with 17 percent fewer staff.

In 2014 we intend to continue our efforts to build an enviable public library that exceeds the expectations of our citizens. Our ambitious goals include:

- With donations gathered by the Lodi Library Foundation, complete the \$400,000 renovation of the Library by May 2014.

APPROVED: _____
Konradt Bartlam, City Manager

- Complete the rehabilitation/reconfiguring of the outdoor patio, including replacement of canopies and installation of overhead fans so the space can be better used in the summer months.
- Promote volunteerism at the Library, including a City “Volunteer at the Library” month in January 2014 to encourage additional contributions to support your library.
- Research and implement a new online, ebook platform to expand our media presence.

Because of budget constraints now and in the future, we continue to reassess our services and restructure our operations, and every effort is dedicated to expanding and opportunity to the Library – access to visit the Library, and the opportunity to gain a broader knowledge of yourself and your world. To meet this obligation, we are guided by two, simple statements: why not, and we can do it. We are not bound by what cannot be done, but what can be done, and we are convinced that we can do it. As we rely more on donations and volunteers to exceed our customer expectations and offer an array of new services and products, we are so appreciative to the City Council and City Manager, who continue to provide support and guidance to the Library that we remain forever grateful.

These accomplishments and goals best represent a knowledge-centered, goal-driven and customer-focused Library with ambitions to make a difference in this community. We are on our way, and we are hopeful you will join us on this ambitious and worthwhile journey.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Dean Gualco
Library Director



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims through January 16, 2013 in the Total Amount of \$19,821,197.69.

MEETING DATE: February 5, 2014

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$19,821,197.69.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$19,821,197.69 Through 01/16/14. Also attached is Payroll in the amount of \$2,385,249.54.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page - 1
Date - 01/22/14

As of Thursday	Fund	Name	Amount
01/16/14	00100	General Fund	3,305,361.83
	00120	Vehicle Replacement Fund	525,000.00
	00123	Info Systems Replacement Fund	4,728.04
	00160	Electric Utility Fund	9,600,769.33
	00161	Utility Outlay Reserve Fund	1,345.70
	00164	Public Benefits Fund	68,106.25
	00166	Solar Surcharge Fund	7,000.00
	00170	Waste Water Utility Fund	3,112,979.69
	00171	Waste Wtr Util-Capital Outlay	31,730.19
	00180	Water Utility Fund	1,183,209.42
	00181	Water Utility-Capital Outlay	114,461.32
	00210	Library Fund	14,329.23
	00239	CalGRIP	9,659.87
	00260	Internal Service/Equip Maint	78,348.74
	00270	Employee Benefits	1,041,339.44
	00300	General Liabilities	24,910.92
	00310	Worker's Comp Insurance	144,850.43
	00321	Gas Tax-2105,2106,2107	20,656.05
	00325	Measure K Funds	37,169.41
	00331	Federal - Streets	29,220.99
	00340	Comm Dev Special Rev Fund	2,619.72
	00347	Parks, Rec & Cultural Services	45,884.40
	00459	H U D	135,773.79
	01211	Capital Outlay/General Fund	25,707.98
	01212	Parks & Rec Capital	15,625.68
	01217	IMF Parks & Rec Facilities	10,492.20
	01250	Dial-a-Ride/Transportation	172,698.81
	01251	Transit Capital	21,705.75
	01252	PTMISEA	6,335.90
	01410	Expendable Trust	18,867.52
Sum			19,810,888.60
	00190	Central Plume	10,309.09
Sum			10,309.09
Total Sum			19,821,197.69

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	12/22/13	00100	General Fund	700,742.97
		00160	Electric Utility Fund	147,477.62
		00161	Utility Outlay Reserve Fund	4,622.95
		00170	Waste Water Utility Fund	108,501.07
		00180	Water Utility Fund	11,884.76
		00210	Library Fund	25,659.41
		00239	CalGRIP	907.62
		00260	Internal Service/Equip Maint	16,599.83
		00321	Gas Tax-2105,2106,2107	28,936.94
		00340	Comm Dev Special Rev Fund	30,947.00
		00347	Parks, Rec & Cultural Services	105,911.81
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
Sum				1,189,733.86
	01/05/14	00100	General Fund	734,832.98
		00160	Electric Utility Fund	151,298.29
		00161	Utility Outlay Reserve Fund	2,338.20
		00170	Waste Water Utility Fund	115,162.00
		00180	Water Utility Fund	13,779.69
		00210	Library Fund	25,556.59
		00239	CalGRIP	612.61
		00260	Internal Service/Equip Maint	17,438.96
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	32,176.12
		00340	Comm Dev Special Rev Fund	21,085.65
		00347	Parks, Rec & Cultural Services	70,670.40
		01250	Dial-a-Ride/Transportation	7,608.30
Pay Period Total:				
Sum				1,195,515.68



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) January 14, 2014 (Shirtsleeve Session)
b) January 14, 2014 (Special Meeting)
c) January 15, 2014 (Regular Meeting)
d) January 21, 2014 (Shirtsleeve Session)
e) January 28, 2014 (Shirtsleeve Session)
f) January 28, 2014 (Special Meeting)

MEETING DATE: February 5, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) January 14, 2014 (Shirtsleeve Session)
b) January 14, 2014 (Special Meeting)
c) January 15, 2014 (Regular Meeting)
d) January 21, 2014 (Shirtsleeve Session)
e) January 28, 2014 (Shirtsleeve Session)
f) January 28, 2014 (Special Meeting)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl-Olson
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 14, 2014**

The January 14, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 14, 2014**

A. Call to Order / Roll Call

The Special City Council meeting of January 14, 2014, was called to order by Mayor Katzakian at 7:10 a.m.

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

Absent: Council Member Mounce

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

B. Closed Session

B-1 Public Employee Performance Evaluation/Discipline/Dismissal/Release/Appointment of Council Appointees, Job Titles: City Manager, City Attorney, City Clerk; Pursuant to Government Code section 54957; and Conference with Phil Katzakian (Labor Negotiator) Regarding Council Appointees, Job Titles: City Manager, City Attorney, City Clerk; Pursuant to Government Code Section 54957.6

At 7:10 a.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 7:55 a.m.

C. Return to Open Session / Disclosure of Action

At 7:55 a.m., Mayor Katzakian reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

In regard to Item B-1, the City Council voted unanimously to appoint City Attorney Steve Schwabauer as Interim City Manager effective February 6, 2014.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:55 a.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 15, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of January 15, 2014, was called to order by Mayor Katzakian at 6:00 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:50 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of January 15, 2014, was called to order by Mayor Katzakian at 7:00 p.m.

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

Absent: None

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

B. Presentations - None

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

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$3,322,332.68 (FIN)

Claims were approved in the amount of \$3,322,332.68.

C-2 Approve Minutes (CLK)

The minutes of December 17, 2013 (Shirtsleeve Session), December 18, 2013 (Regular Meeting), December 18, 2013 (Special Meeting), December 24, 2013 (Shirtsleeve Session), December 31, 2013 (Shirtsleeve Session), January 1, 2014 (Regular Meeting), January 7, 2014 (Shirtsleeve Session), and January 8, 2014 (Special Meeting) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 3 Parking Lot Improvements, 2141 South Ham Lane (PW)

Approved the plans and specifications and authorized advertisement for bids for Fire Station No. 3 Parking Lot Improvements, 2141 South Ham Lane.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi West Wall Replacement, 2560 Paradise Drive (PW)

Approved the plans and specifications and authorized advertisement for bids for Lodi West Wall Replacement, 2560 Paradise Drive.

C-5 Adopt Resolution Rejecting Non-Responsive Bid and Awarding Contract for Western and Southern Plumes Monitoring Wells Installation Project to Applied Water Resources, of Walnut Creek (\$344,502.50), and Appropriating Funds (\$430,000) (PW)

Adopted Resolution No. 2014-01 rejecting non-responsive bid and awarding contract for Western and Southern Plumes Monitoring Wells Installation Project to Applied Water Resources, of Walnut Creek, in the amount of \$344,502.50 and appropriating funds in the amount of \$430,000.

C-6 Adopt Resolution Awarding Contract for Lodi Public Library Phase 3 Remodel Project to Diede Construction, Inc., of Woodbridge (\$284,190), and Appropriating Funds (\$350,000) (PW)

Adopted Resolution No. 2014-02 awarding contract for Lodi Public Library Phase 3 Remodel Project to Diede Construction, Inc., of Woodbridge, in the amount of \$284,190 and appropriating funds in the amount of \$350,000.

C-7 Adopt Resolution Awarding Contract for Hutchins Street Square Pool Filtration System Upgrade Project to Pool Scene, Inc., of West Sacramento (\$84,200), and Appropriating Funds (\$90,000) (PW)

Council Member Johnson requested that the City Council be provided a detailed report on the history of repairs and related costs to the pool at Hutchins Street Square. Mr. Johnson also asked that the topic of public benefit program allocations be brought before the City Council in the near

future. Council Member Mounce requested that the full cost for replacing the pool also be included in the report.

In response to Council Member Nakanishi, Parks, Recreation and Cultural Services Director Jeff Hood stated the pool is currently open and the proposed project will require a two-week closure in late March or early April.

Council Member Johnson made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-03 awarding contract for Hutchins Street Square Pool Filtration System Upgrade Project to Pool Scene, Inc., of West Sacramento, in the amount of \$84,200 and appropriating funds in the amount of \$90,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-8 Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 to Stockton Fence & Material Company, of Stockton (\$49,107.50) (PW)

Adopted Resolution No. 2014-04 awarding contract for White Slough Water Pollution Control Facility Pond Fencing Project 2013 to Stockton Fence & Material Company, of Stockton, in the amount of \$49,107.50.

C-9 Adopt Resolution Authorizing Use of Remaining Recreation Donation Funds for Skate Park Repairs and Appropriating Funds (\$7,089.84) (PRCS)

Adopted Resolution No. 2014-05 authorizing use of remaining Recreation donation funds for Skate Park repairs and appropriating funds in the amount of \$7,089.84.

C-10 Accept Improvements Under Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects (PW)

Accepted the improvements under contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects.

C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Staff Support for the Public Works Department Development Services Division with SNG & Associates, Inc., of Pleasanton (\$100,000) (PW)

Adopted Resolution No. 2014-06 authorizing the City Manager to execute Professional Services Agreement for staff support for the Public Works Department Development Services Division with SNG & Associates, Inc., of Pleasanton, in the amount of \$100,000.

C-12 Adopt Resolution Authorizing the City Manager to Execute Agreement with EES Consulting, of Kirkland, Washington, for Electric Utility Rate Study Services and Appropriating Funds (\$78,560) (EU)

Adopted Resolution No. 2014-07 authorizing the City Manager to execute agreement with EES

Consulting, of Kirkland, Washington, for Electric Utility rate study services and appropriating funds in the amount of \$78,560.

D. Comments by the Public on Non-Agenda Items

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John Slaughterback spoke in regard to his concern about field irrigation and developer impact fees.

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

Council Member Mounce requested a discussion about the proposed round-about in the Sargent Road development project and a review of the developer fee program.

Council Member Nakanishi congratulated City Manager Bartlam on his employment with the City of Chino Hills and City Attorney Schwabauer on his appointment as Interim City Manager.

Mayor Pro Tempore Hansen reported on his recent attendance at the San Joaquin Council of Governments meeting and specifically discussed the habitat plan, One Voice trip, and grade separation project.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving an Amendment of the 2013/14 Action Plan to Accommodate the Reallocation of Community Development Block Grant Funds and Appropriating Funds (\$62,885) (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider adopting resolution approving an amendment of the 2013/14 Action Plan to accommodate the reallocation of Community Development Block Grant funds and appropriating funds in the amount of \$62,885.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding an amendment to the Annual Action Plan. Specific topics of discussion included sources of reallocation, uses of reallocation, public review and comment, and requested action.

In response to Mayor Pro Tempore Hansen, Mr. Bartlam stated the ramp from the field level to the plaza level was not completed because the funding from the outside sources did not come to fruition and the costs increased from the original estimate.

In response to Mayor Pro Tempore Hansen, Mr. Bartlam stated the City Hall Annex is the old public safety building and the Americans with Disabilities Act improvements are needed on the second floor.

In response to Council Member Nakanishi, Mr. Bartlam stated the cost for the additional ramp was approximately \$250,000 and the funding shortage was \$200,000.

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2014-08 approving an amendment of the 2013/14 Action Plan to accommodate the reallocation of Community Development Block Grant funds and appropriating funds in the amount of \$62,885.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications

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

Council Member Mounce made a motion, second by Council Member Johnson, to make the following appointments and direct the City Clerk to re-post for the following remaining vacancies:

APPOINTMENTS:

Lodi Animal Advisory Commission

Linda Castelanelli, term to expire December 31, 2016

Senior Citizens Commission

Jill Hernandez, term to expire December 31, 2017

Pat Hill, term to expire December 31, 2017

Personnel Board of Review

Ed Miller, term to expire January 1, 2017

Bill Russell, term to expire January 1, 2017

Jim Schweickardt, term to expire January 1, 2017

San Joaquin County Mosquito and Vector Control District

Jack Fiori, term to expire December 31, 2017

Site Plan and Architectural Review Committee

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

POSTINGS:

Lodi Animal Advisory Commission

Two Vacancies, terms to expire December 31, 2016

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor

Pro Tempore Hansen, and Mayor Katzakian
Noes: None
Absent: None

H-2 Monthly Protocol Account Report (CLK)

Council Member Mounce made a motion, second by Council Member Johnson, to approve cumulative Monthly Protocol Account Report through December 31, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

- I-1 Take the Following Actions: a) Adopt Resolutions Approving One Time 2014 Adjustments to Executive Management Statement of Benefits, Approving 2014 Memorandum of Understanding with the Maintenance and Operators Unit, General Services Unit, and Mid-Management, Approving Benefit Modifications for Confidential Employees, and Appropriating Funds (\$647,869); and b) Adopt Resolution Approving One Time 2014 Benefit Modifications to Council Appointees and Appropriating Funds (\$13,138)

City Attorney Schwabauer provided a brief overview of the proposed resolution approving one-time adjustment for the maintenance and operators, general services, mid-management, and confidential employees as set forth in the staff report. Deputy City Manager Jordan Ayers provided a brief overview of the similar resolution applicable to Council appointees as set forth in the staff report.

In response to Ed Miller, Mr. Bartlam provided an explanation of the excess one-time funds available above the reserve target, the salary reductions taken by City employees over the last several years, and the one-time payment in recognition of past concessions.

Council Member Mounce expressed her concern about "me too" clauses. Council Member Nakanishi stated he will not be voting in favor of the proposed action because of his concern regarding "me too" clauses.

In response to Council Member Nakanishi, Mr. Ayers provided a brief explanation of the medical benefit and cost available to employees and their dependents. Mr. Bartlam confirmed that the City does not have retiree medical benefits.

Council Member Mounce made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2014-09 approving 2014 Memorandum of Understanding with the City of Lodi Mid-Management Association; adopt Resolution No. 2014-10 approving one time 2014 Adjustments to Executive Management Statement of Benefits and benefit modifications for Confidential Employees; adopt Resolution No. 2014-11 approving 2014 MOU with AFSCME (Maintenance and Operators and General Services Units); and appropriating funds in the amount of \$647,869.

VOTE:

The above motion carried by the following vote:

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

Mayor Katzakian
Noes: Council Member Nakanishi
Absent: None

Council Member Mounce made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-12 approving one time 2014 benefit modifications to Council Appointees and appropriating funds in the amount of \$13,138.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:10 p.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 21, 2014**

The January 21, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 28, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 28, 2014, commencing at 7:20 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Information Regarding Utility Late Fees, Re-Connect Fees, and Collections (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding late charges, reconnection fees, and collections. Specific topics of discussion included late charge history, late charge revenue, reconnection fees and revenue, shut off timelines, bad debt write off, and other agency comparisons on late fees, connection fees, and shut off timelines.

In response to Council Member Mounce, Mr. Ayers stated on the 27th day there is a \$10 late charge, on the 36th day there is a \$15 late charge for a total of \$25, and on the 50th day there is an additional \$25 charge equaling \$50 in total late charges assessed to the account.

In response to Mayor Pro Tempore Hansen, Mr. Ayers confirmed that the utility bill includes a delinquent message stating the amount of late charges, delinquency due date, and shut off date if applicable.

In response to Council Member Mounce, Mr. Ayers stated late charges are not assessed when City Hall is closed because when City Hall reopens collections are processed first before late charges are assessed.

In response to Council Member Nakanishi, Mr. Ayers stated some companies and individuals do routinely pay late fees as a usual part of their utility bill payments.

In response to Mayor Katzakian, Mr. Bartlam stated that overall people that pay late have not been swayed by the new 2012 time frame.

In response to Council Member Hansen, Mr. Ayers stated bad debt has gone down significantly since the new time frame was put into place.

In response to Council Member Nakanishi, Mr. Ayers stated the return numbers from bad debt collection through an agency are hard to quantify but they are likely to be a dime on the dollar.

In response to Council Member Mounce, Mr. Ayers stated collection agency fees are scaled based on the time to collect the debt with the addition of administrative fees and interest rates.

In response to Mayor Pro Tempore Hansen and Council Member Mounce, Mr. Ayers provided an overview of the collections process.

In response to Council Member Mounce, Mr. Ayers stated the current ordinance does not allow liens against property owners of apartment complexes. Mr. Schwabauer stated shutting off service for multi-family units is difficult. Mr. Schwabauer reviewed the shut off process and legislation associated with the same.

In response to Council Member Nakanishi, Mr. Ayers stated the average utility bill is \$200 to \$300 and therefore a 10% late charge would be \$20 to \$30, which is consistent with the current late fees charged by the City.

In response to Council Member Mounce, Mr. Ayers stated service is shut off at the pole when the City does not have access to the property or an individual is routinely stealing electricity.

In response to Council Member Hansen, Mr. Ayers stated reconnections do happen after hours on rare occasions when a customer comes into the office late or Electric Utility staff is unavailable during the day. Mr. Ayers confirmed that the fee covers staff cost for reconnection.

In response to Council Member Mounce, Mr. Ayers stated he will provide data regarding whether the bulk of late charges are residential or commercial and what those charges are respectively. Further, Mr. Ayers confirmed that late fees go to the General Fund and reconnection fees go to the Electric Utility.

In response to Council Member Hansen, Mr. Bartlam stated the average late fee collected is \$11 indicating that customers pay primarily the first late fee and not the additional late fees.

In response to Mayor Katzakian, Mr. Ayers stated with the bad debt write-off process, each utility and the General Fund bears its own charges.

In response to Council Member Hansen, Mr. Ayers confirmed that reconnections are up significantly over the last four years, which could be based on fee changes, time frame changes, and volume.

Ed Miller spoke in regard to his preference for the City to ascertain all staffing costs associated with the collection and shut off process and compare that to revenue generation to ensure the process is self-sustaining.

Rob Lechner stated there are low-income programs available to assist individuals with their utility payments, most late commercial accounts are G-1 indicating they are small businesses, and the top 25 businesses are usually not in arrears.

In response to Myrna Wetzel, Mr. Ayers stated the reconnections involve both new and older accounts.

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

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:20 a.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 28, 2014**

A. Call to Order / Roll Call

The Special City Council meeting of January 28, 2014, was called to order by Mayor Katzakian at 7:00 a.m.

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

Absent: None

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

B. Closed Session

B-1 Appointment of Council Appointees: City Attorney; Pursuant to Government Code Section 54957

At 7:00 a.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 7:20 a.m.

C. Return to Open Session / Disclosure of Action

At 7:20 a.m., Mayor Katzakian reconvened the City Council meeting and disclosed the following action.

In regard to Item B-1, the City Council had unanimously decided to appoint Janice Magdich as Interim City Attorney.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:20 a.m.

ATTEST:

Randi Johl-Olson
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

MEETING DATE: February 5, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 has been amended to no longer mandate this report on investments to the legislative body of the local agency. Nevertheless, it is encouraged, and the report is attached for City Council review.

The total of all invested funds as of the quarter ending September 30, 2013 is \$76,209,434.36. The average annualized return on all invested funds over the quarter has been 0.55%.

The total earnings on all invested funds for FY 2013-14 year-to-date is \$283,644.68. The average annualized return on all invested funds for FY 2013-14 year-to-date is 0.67%.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
INTERNAL SERVICES DEPARTMENT
BUDGET DIVISION**

December 31, 2013 INVESTMENT STATEMENT

Local Agency Investment Funds *	39.5% of Portfolio	
Int. earnings for Qtr. ending 12-31-13	0.26%	
LODI	Local Agency Inv Fund (LODI)	30,072,694.05
	Subtotal LAIF	30,072,694.05
 CalTRUST	 51.5% of Portfolio	
Int. earnings for Qtr. ending 12-31-13	0.64%	
CalTRUST Short-Term Account	Investment Trust of California	8,051,900.07
Int. earnings for Qtr. ending 12-31-13	0.88%	
CalTRUST Medium-Term Account	Investment Trust of California	31,196,243.01
	Subtotal CalTRUST	39,248,143.08
 Certificates of Deposit	 0.66% of Portfolio	
matures 03/08/2014	Bank of Ag. & Comm. (cost) 0.35% int.	250,000.00
matures 06/18/2014	Central Valley Comm. Bank (cost)	250,000.00
	0.32% int.	
	Subtotal CD	500,000.00
 Passbook/Checking Accounts	 8.4% of Portfolio	
Farmers & Merchants	demand account - no interest earnings	1,931,177.42**
Farmers & Merchants - Money Mkt.	0.35% interest earnings	801,468.28
Farmers & Merchants - Payroll	demand account - no interest earnings	24,553.86
Farmers & Merchants - Central Plume	demand account - no interest earnings	5,865.79
Farmers & Merchants - CP Money Mkt.	0.35% interest earnings	3,625,531.88
	Subtotal P/C Accts	6,388,597.23
	TOTAL	\$76,209,434.36

Based on the approved budget and to the extent the budget is adhered to, liquidity is available, and the City will be able to meet its expenditure requirements for the next six months. This portfolio is in compliance with the City of Lodi Investment Policy.



 Kirk J. Evans
 Management Analyst

1/17/2014

 Date

* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if transaction is initiated before 10:00 a.m.

** This amount is a compensating balance required to obtain an earnings credit rate.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000

MEETING DATE: February 5, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: During the fourth calendar quarter of 2013, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through H.

Exh.	Date	Contractor	Project	Award Amt.
A	10/21/13	Lodi Sporting Goods	Soccer goals for DeBenedetti Park	\$14,990.40
B	11/05/13	Industrial Safety Supply	Vault hoist	\$11,811.96
C	11/11/13	Oldcastle Precast	Underground covers	\$12,673.80
D	11/11/13	Platt Electric Supply	Holophane light fixtures and globes	\$13,878.00
E	12/10/13	Diamond Truck Body Mfg. Inc.	Foreman truck	\$10,099.73
F	12/10/13	Diamond Truck Body Mfg. Inc.	Foreman truck	\$10,099.73
G	12/18/13	Duncan Press	Watershed stewardship guide	\$14,965.56
H	12/30/13	United Rentals	185 CMF Portable Air Compressor	\$17,867.52

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2013-2014 Financial Plan.

FUNDING AVAILABLE: Funding as indicated on Exhibits.

Jordan Ayers, Deputy City Manager

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

EXHIBIT A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Soccer goals for DeBenedetti Park
DEPARTMENT: Parks, Recreation, & Cultural Svcs
CONTRACTOR Lodi Sporting Goods
AWARD AMOUNT: \$14,990.40
DATE OF RECOMMENDATION: 10/21/13

BIDS OR PROPOSALS RECEIVED:

Lodi Sporting Goods	\$14,990.40
Sports Facilities Group	\$15,364.20
BSN Sports	\$20,338.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

DeBeneditti park will be City of Lodi's newest Sport facility with the addition of soccer goals. Three vendors were asked to quote Bison All Aluminum "No Tip" Portable Soccer Goals. Lodi Sporting Goods was the low bidder for exact product specified.

FUNDING: 1212029.7825.2400

Prepared by: Steve Dutra

Title: Parks Superintendent

Reviewed by: *Steve Dutra*

Purchase Order No.

EXHIBIT B

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Vault hoist
DEPARTMENT: Electric Utility
CONTRACTOR Industrial Safety Supply
AWARD AMOUNT: \$11,811.96
DATE OF RECOMMENDATION: November 5, 2013

BIDS OR PROPOSALS RECEIVED:

Industrial Safety Supply	\$11,811.96
Dimex	\$12,797.14
Total Safety Inc.	\$14,315.40

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This hoist system is used to rescue workers from vaults in the case of an emergency.

FUNDING: 160602.7306

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

EXHIBIT C

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Underground Covers
DEPARTMENT: Electric Utility
CONTRACTOR Oldcastle Precast
AWARD AMOUNT: \$12,673.80
DATE OF RECOMMENDATION: November 11, 2013

BIDS OR PROPOSALS RECEIVED:

Oldcastle Precast	\$12,673.80
Jensen Precast	\$15,920.00

"NO BID" or NO RESPONSE RECEIVED:

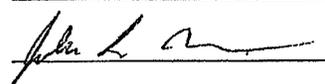
BACKGROUND INFORMATION & BASIS FOR AWARD:

These concrete vault covers are used in repair of existing vaults and construction of new vaults. These vaults and covers are made to City of Lodi specifications. Oldcastle has purchased Utility Vault, Brooks Concrete, Christy Concrete, and other precast concrete companies. Jensen and Utility Vault (Oldcastle) are the only two manufacturers in the City Electric System. Oldcastle was the lowest responsible bidder.

FUNDING: 160651.7730

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  11/12/13

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Holophane Light Fixtures and Globes
DEPARTMENT: Electric Utility
CONTRACTOR: Platt Electric Supply
AWARD AMOUNT: \$13,878.00
DATE OF RECOMMENDATION: 11/11/13

BIDS OR PROPOSALS RECEIVED:

All-phase Electric Supply	\$13,932.00
CED	\$14,694.48
Platt	\$13,878.00

“NO BID” or NO RESPONSE RECEIVED:

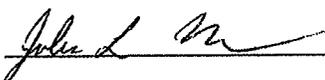
BACKGROUND INFORMATION & BASIS FOR AWARD:

This is inventoried by the EUD for replacement of units that are damaged or have reached the end of their useful life.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  12/2/13

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Foreman Truck
DEPARTMENT: Electric Utility
CONTRACTOR: Diamond Truck Body Mfg. Inc.
AWARD AMOUNT: \$10,099.73
DATE OF RECOMMENDATION: December 10, 2013

BIDS OR PROPOSALS RECEIVED:
Diamond Truck Body Mfg. \$10,099.73

“NO BID” or NO RESPONSE RECEIVED:
Terex
Altec

BACKGROUND INFORMATION & BASIS FOR AWARD:
This purchase is for a truck body for a new foreman truck, vehicle #09-021.

FUNDING: 1611201.7851

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Foreman Truck
DEPARTMENT: Electric Utility
CONTRACTOR: Diamond Truck Body Mfg. Inc.
AWARD AMOUNT: \$10,099.73
DATE OF RECOMMENDATION: December 10, 2013

BIDS OR PROPOSALS RECEIVED:
Diamond Truck Body Mfg. \$10,099.73

"NO BID" or NO RESPONSE RECEIVED:

Terex
Altec

BACKGROUND INFORMATION & BASIS FOR AWARD:

This purchase is for a truck body for a new foreman truck, vehicle #09-075.

FUNDING: 1611201.7851

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Watershed Stewardship Guide
DEPARTMENT: Community Development
CONTRACTOR Duncan Press
AWARD AMOUNT: \$14,965.56
DATE OF RECOMMENDATION: December 18, 2013

BIDS OR PROPOSALS RECEIVED:

Duncan Press, Lodi, CA	\$14,965.56
On-Line Printing & Graphics, Lodi, CA	\$19,806.66
Abrahamson Printing, Lodi, CA	\$20,807.28

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Watershed Stewardship Guide was one of the projects funded through the Sustainable Communities - Smart Valley Places grant. Guide is to be distributed to public through education and outreach sessions.

FUNDING: Sustainable Communities Grant - 444003

Prepared by: Joseph Wood

Title: Neighborhood Services Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 185 CFM Portable Air Compressor
DEPARTMENT: Public Works
CONTRACTOR United Rentals
AWARD AMOUNT: \$17,867.52
DATE OF REQUEST: 12/30/13

BIDS OR PROPOSALS RECEIVED:

United Rentals	\$ 17,867.52
Ahern Rentals	\$ 18,065.25
Allquip Universal Inc.	\$ 19,865.65

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Municipal Utility Services Division needs to purchase a 185 CFM Portable Air Compressor. To replace existing equipment #04-3113 that is no longer working properly.

FUNDING: 1711201.7851 668/E

Prepared by: Richard Lenfestey

Title: Water/Wastewater Supervisor

Reviewed by: Lance Roberts 



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Report of Sale of Surplus Equipment
MEETING DATE: February 5, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Report of sale of surplus equipment.

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

During the fourth calendar quarter of 2013, the City sold the following surplus vehicles/equipment through US Auctions of Upland. The City received the following amounts from the sale:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage/Hours</u>	<u>Sales Revenue</u>
1997 Dodge Intrepid (519118)	Fire	110,538	\$900
1997 Dodge Intrepid (266771)	Parks/Recreation	125,247	\$700
2007 Ford Crown Vic (139565)	Police	111,507	\$1,600
2005 Chevy Colorado (136071)	Police	139,539	\$4,000
2003 Chevy Malibu (577920)	Police	79,990	\$1,200
1986 Dodge Ram (548815)	Public Works	61,501	\$600
1996 Ford Crown Vic (180412)	Public Works	127,685	\$900
1989 International Vaccon (229986)	Public Works	125,672	\$13,500
1968 Ford F600 (57852)	Public Works	35,889	\$1,500
1969 Ford F600 (92103)	Public Works	58,766	\$1,800

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

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

General Fund (1201)	\$9,900
Public Works (1711 and 1811)	<u>\$16,800</u>
Total:	\$26,700

FUNDING AVAILABLE: None required.

 F. Wally Sandelin
 Public Works Director

Prepared by Randy Laney, Fleet Services Supervisor
 cc: Jordan Ayers, Deputy City Manager/Internal Services Director
 Lance Roberts, Water/Wastewater Fleet Coordinator
 Kirk Evans, Risk Management
 Susan Bjork, Supervising Budget Analyst

Steve Dutra, Parks & Recreation Coordinator
 Mike Kermgard, Police Fleet Coordinator
 George Juelch, Fire Fleet Coordinator

APPROVED: _____
 Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving the Purchase of Padmount Transformers from Howard Industries of Laurel, Missouri (\$38,934) and HD Supply Utility of Benicia (\$44,930.16)
MEETING DATE: February 5, 2014
PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of padmount transformers from Howard Industries of Laurel, Missouri in the amount of \$38,934 and HD Supply Utility of Benicia in the amount of \$44,930.16.

BACKGROUND INFORMATION: On December 18, 2013, the City Council authorized the advertisement of bids to maintain inventory for repairs of the existing electric utility distribution system and new electric services.

The Electric Utility advertised bids on December 21 and 26, 2013. On January 8, 2014, bids were opened with four suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated as shown on Exhibit A, attached, and summarized below.

12 each 50kVA, 1-Phase, 240/120V Pad	Howard Industries	\$20,062.08
22 each 75kVA, 1-Phase, 240/120V Pad	HD Supply Utility	\$44,930.16
1 each 225kVA, 3-Phase, 208Y/120V Pad	Howard Industries	\$ 8,726.40
2 each 75kVA, 3-Phase, 208Y/120V Pad	Howard Industries	\$10,145.52

Staff reviewed the proposals and deemed Howard Industries of Laurel, Missouri and HD Supply Utility of Benicia the lowest bids and compliant with the approved specifications.

FISCAL IMPACT: Procurement cost is \$83,864.16. Total life-cycle cost is \$138,742.91.

FUNDING AVAILABLE: Included in FY2013/14 Budget Account No. 160.1496.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar; Senior Power Engineer
EAK/HS/lst

APPROVED:

Konradt Bartlam, City Manager

PAD MOUNTED TRANSFORMER BID EVALUATION JAN 13, 2014										EXHIBIT A			
Transformer Bid Evaluation				Bid Opening: JAN 08, 2014									
Padmount				Tax (factor): 1.08		Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected					
				No Load Loss \$/watt: 3.75				Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz					
				Load Loss \$/watt: 1.25									
Bid Item 1: 50 kVA, 240/120 Volt, 1 Phase Pad										Number of units: 12		>= 1.8	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	1,689.00	20,268.00	21,889.44	115	374	5,175.00	5,610.00	10,785.00	32,674.44	8-10	28	2.000	
Howard Indus.(Silicon Core) Quote CY-0379	1,548.00	18,576.00	20,062.08	115	448	5,175.00	6,720.00	11,895.00	31,957.08	6-8	28	1.800	
Howard Indus. (Amrphs Core) Quote CY0380	1,900.00	22,800.00	24,624.00	47	463	2,115.00	6,945.00	9,060.00	33,684.00	8-10	28	2.000	
Pacific Utilities (ABB, Inc.)	2,168.00	26,016.00	28,097.28	106	409	4,770.00	6,135.00	10,905.00	39,002.28	8-10	24	1.800	
HD Supply Utility	1,504.00	18,048.00	19,491.84	92	578	4,140.00	8,670.00	12,810.00	32,301.84	8	26	1.990	
Bid Item 2: 75 kVA, 240/120 Volt, 1 Phase Pad										Number of units: 22		>= 1.8	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	2,083.00	45,826.00	49,492.08	145	584	6,525.00	16,060.00	22,585.00	72,077.08	8-10	28	2.000	
Howard Indus.(Silicon Core) Quote CY-0379	1,985.00	43,670.00	47,163.60	149	675	6,705.00	18,562.50	25,267.50	72,431.10	6-8	28	2.200	
Howard Indus. (Amrphs Core) Quote CY0380	2,328.00	51,216.00	55,313.28	61	722	2,745.00	19,855.00	22,600.00	77,913.28	8-10	28	2.100	
Pacific Utilities (ABB, Inc.)	2,377.00	52,294.00	56,477.52	123	612	5,535.00	16,830.00	22,365.00	78,842.52	8-10	24	2.230	
HD Supply Utility	1,891.00	41,602.00	44,930.16	140	733	6,300.00	20,157.50	26,457.50	71,387.66	8	29	2.140	
Bid Item 3: 225 kVA, 208Y/120 Volt, 3 Phase Pad										Number of units: 1		>= 1.8	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	6,445.00	6,445.00	6,960.60	430	1963	19,350.00	2,453.75	21,803.75	28,764.35	8-10	49	5.200	
Howard Indus.(Silicon Core) Quote CY-0379	7,135.00	7,135.00	7,705.80	479	1806	21,555.00	2,257.50	23,812.50	31,518.30	6-8	56	4.800	
Howard Indus. (Amrphs Core) Quote CY0380	8,080.00	8,080.00	8,726.40	179	1989	8,055.00	2,486.25	10,541.25	19,267.65	8-10	56	5.300	
Pacific Utilities (ABB, Inc.)	7,777.00	7,777.00	8,399.16	360	1919	16,200.00	2,398.75	18,598.75	26,997.91	8-10	56	3.940	
HD Supply Utility	11,487.00	11,487.00	12,405.96	347	2377	15,615.00	2,971.25	18,586.25	30,992.21	12	59	3.850	
Bid Item 4: 75 kVA, 208Y/120 Volt, 3 Phase Pad										Number of units: 2		>= 1.8	
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	4,437.00	8,874.00	9,583.92	177	1020	7,965.00	2,550.00	10,515.00	20,098.92	8-10	49	4.500	
Howard Indus.(Silicon Core) Quote CY-0379	4,030.00	8,060.00	8,704.80	215	819	9,675.00	2,047.50	11,722.50	20,427.30	6-8	49	4.000	
Howard Indus. (Amrphs Core) Quote CY0380	4,697.00	9,394.00	10,145.52	85	864	3,825.00	2,160.00	5,985.00	16,130.52	8-10	49	3.500	

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE PURCHASE OF PADMOUNT
TRANSFORMERS FROM HOWARD INDUSTRIES
OF LAUREL, MISSOURI AND HD SUPPLY UTILITY
OF BENECIA, CALIFORNIA

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on January 8, 2014, at 11:00 a.m., for the purchase of padmount transformers, described in the specifications therefore approved by the City Council on December 18, 2013; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated as shown on Exhibit A attached; and

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

12 each 50kVA, 1-Phase, 240/120V Pad	Howard Industries	\$20,062.08
22 each 75kVA, 1-Phase, 240/120V Pad	HD Supply Utility	\$44,930.16
1 each 225kVA, 3-Phase, 208Y/120V Pad	Howard Industries	\$ 8,726.40
2 each 75kVA, 3-Phase, 208Y/120V Pad	Howard Industries	\$10,145.52

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of padmount transformers, as shown above, from Howard Industries of Laurel, Missouri in the amount of \$38,934 and HD Supply Utility of Benecia in the amount of \$44,930.16.

Dated: February 5, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

PAD MOUNTED TRANSFORMER BID EVALUATION JAN 13, 2014										EXHIBIT A			
Transformer Bid Evaluation				Bid Opening: JAN 08, 2014									
Padmount				Tax (factor): 1.08		Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected					
				No Load Loss \$/watt: 3.75				Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz					
				Load Loss \$/watt: 1.25									
Bid Item 1: 50 kVA, 240/120 Volt, 1 Phase Pad								Number of units: 12		>= 1.8			
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	1,689.00	20,268.00	21,889.44	115	374	5,175.00	5,610.00	10,785.00	32,674.44	8-10	28	2.000	
Howard Indus.(Silicon Core) Quote CY-0379	1,548.00	18,576.00	20,062.08	115	448	5,175.00	6,720.00	11,895.00	31,957.08	6-8	28	1.800	
Howard Indus. (Amrphs Core) Quote CY0380	1,900.00	22,800.00	24,624.00	47	463	2,115.00	6,945.00	9,060.00	33,684.00	8-10	28	2.000	
Pacific Utilities (ABB, Inc.)	2,168.00	26,016.00	28,097.28	106	409	4,770.00	6,135.00	10,905.00	39,002.28	8-10	24	1.800	
HD Supply Utility	1,504.00	18,048.00	19,491.84	92	578	4,140.00	8,670.00	12,810.00	32,301.84	8	26	1.990	
Bid Item 2: 75 kVA, 240/120 Volt, 1 Phase Pad								Number of units: 22		>= 1.8			
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	2,083.00	45,826.00	49,492.08	145	584	6,525.00	16,060.00	22,585.00	72,077.08	8-10	28	2.000	
Howard Indus.(Silicon Core) Quote CY-0379	1,985.00	43,670.00	47,163.60	149	675	6,705.00	18,562.50	25,267.50	72,431.10	6-8	28	2.200	
Howard Indus. (Amrphs Core) Quote CY0380	2,328.00	51,216.00	55,313.28	61	722	2,745.00	19,855.00	22,600.00	77,913.28	8-10	28	2.100	
Pacific Utilities (ABB, Inc.)	2,377.00	52,294.00	56,477.52	123	612	5,535.00	16,830.00	22,365.00	78,842.52	8-10	24	2.230	
HD Supply Utility	1,891.00	41,602.00	44,930.16	140	733	6,300.00	20,157.50	26,457.50	71,387.66	8	29	2.140	
Bid Item 3: 225 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units: 1		>= 1.8			
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	6,445.00	6,445.00	6,960.60	430	1963	19,350.00	2,453.75	21,803.75	28,764.35	8-10	49	5.200	
Howard Indus.(Silicon Core) Quote CY-0379	7,135.00	7,135.00	7,705.80	479	1806	21,555.00	2,257.50	23,812.50	31,518.30	6-8	56	4.800	
Howard Indus. (Amrphs Core) Quote CY0380	8,080.00	8,080.00	8,726.40	179	1989	8,055.00	2,486.25	10,541.25	19,267.65	8-10	56	5.300	
Pacific Utilities (ABB, Inc.)	7,777.00	7,777.00	8,399.16	360	1919	16,200.00	2,398.75	18,598.75	26,997.91	8-10	56	3.940	
HD Supply Utility	11,487.00	11,487.00	12,405.96	347	2377	15,615.00	2,971.25	18,586.25	30,992.21	12	59	3.850	
Bid Item 4: 75 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units: 2		>= 1.8			
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance	
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%	
Hees Enterprises Inc. (Ermco Transformers)	4,437.00	8,874.00	9,583.92	177	1020	7,965.00	2,550.00	10,515.00	20,098.92	8-10	49	4.500	
Howard Indus.(Silicon Core) Quote CY-0379	4,030.00	8,060.00	8,704.80	215	819	9,675.00	2,047.50	11,722.50	20,427.30	6-8	49	4.000	
Howard Indus. (Amrphs Core) Quote CY0380	4,697.00	9,394.00	10,145.52	85	864	3,825.00	2,160.00	5,985.00	16,130.52	8-10	49	3.500	

PAD MOUNTED TRANSFORMER BID EVALUATION JAN 13, 2014						EXHIBIT A				
Transformer Bid Evaluation						Bid Opening: JAN 08, 2014				
Padmount			Tax (factor):	1.08	Primary Windings:	Three-Phase, 12000 Volt, 60Hz, Delta Connected				
			No Load Loss \$/watt:	3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
			Load Loss \$/watt:	1.25						



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Directional Boring, Excavation and Conduit Installation to Westech Industries, Inc., of Galt (\$500,000)

MEETING DATE: February 5, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution awarding contract for directional boring, excavation and conduit installation to Westech Industries, Inc., of Galt, in an amount not to exceed \$500,000.

BACKGROUND INFORMATION: Electric Utility (EU) maintains approximately 123 miles of overhead electric lines and 12 miles of underground cable to provide service to nearly 26,000 customers. As the underground system ages, unforeseen and predictive failures are addressed by replacing and upgrading the underground cables increasing EU's reliable delivery of electric service.

Past industry practices utilized a trench with direct buried cables without conduit, and in some cases, conduit was installed and consequently crushed, or damaged beyond repair.

EU endeavors to utilize the least intrusive and most economically sensible approach to installing conduit for replacement and upgrade of failed or failing underground cables. This approach requires the use of directional boring to minimize disturbances to the community, minimize replacement of sidewalk, gutter or road surfaces while expediting the conduit installation process.

The proposed directional boring, excavation and conduit installation agreement will replace the expiring agreement that has been in place since October 4, 2012.

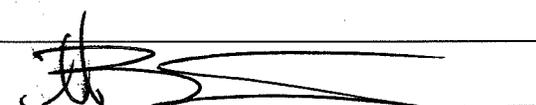
Plans and specification for this project were approved on December 18, 2013. The City received four bids for this project on January 8, 2014.

Staff reviewed all proposals and deems Westech Industries, Inc., of Galt, the lowest bid as indicated on Exhibit A, and compliant with the approved specifications.

FISCAL IMPACT: Not to exceed \$500,000.

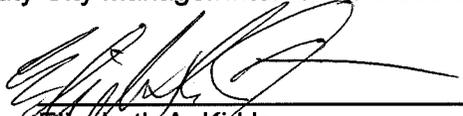
FUNDING AVAILABLE: Included in FY2013/14 Budget Account No. 161075. Funding for Agreement extensions shall be approved on a year-to-year basis.

APPROVED:


Konradt Bartlam, City Manager



Jordan Ayers
Deputy City Manager/Internal Services Director



Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Charles J. Berry, Electric Utility Superintendent

EAK/CJB/lst

Bidder

ITEM NO.	DESCRIPTION	UNIT	Cal Electro, Inco	Daleo, Inc	Diede Const, Inc.	Westech Ind.
			Price	Price	Price	Price
1	Mainline Trench (Non-Joint Use)	LF	190.00	40.00	21.23	38.63
2	Secondary Trench (Non-Joint Trench)	LF	115.00	31.00	21.23	55.32
3	Compact/Backfill Mainline Trench	LF	75.00	25.25	23.40	10.20
4	Compact/Backfill Secondary Trench	LF	55.00	20.00	23.40	10.20
5	Remove/Replace Concrete	SF	39.00	28.75	50.25	30.60
6	Remove/Replace Asphalt	SF	28.00	32.00	43.33	25.50
7	Remove/Replace landscaping (Sod)	SF	13.00	5.75	19.71	5.10
8	Trench Plate Install/Remove (Including Prep)	EA	150.00	100.00	507.00	10.20
9	Assemble and install 6" Conduit	LF	15.00	6.85	9.43	2.04
10	Assemble and install 4" Conduit	LF	11.00	4.37	8.25	2.04
11	Assemble and install 3" Conduit	LF	8.00	3.67	8.02	1.02
12	Assemble and install 2" Conduit	LF	7.00	2.80	7.93	1.02
13	Assemble and install 1" Conduit	LF	6.00	1.50	7.45	0.51
14	Assemble and install 3/4" Conduit	LF	4.00	1.50	7.32	0.51
15	Install Each Additional Conduit	LF	4.00	5.85	6.93	1.02
16	Bore and Install 6" Conduit	LF	68.00	53.00	41.96	59.02
17	Bore and Install 4" Conduit	LF	58.00	34.00	41.78	50.28
18	Bore and Install 3" Conduit	LF	47.00	33.50	41.69	43.80
19	Bore and Install 2" Conduit	LF	40.00	23.85	41.63	36.43
20	Bore and Install 1" Conduit	LF	30.00	23.25	41.42	36.07
21	Bore and Install 3/4" Conduit	LF	28.00	23.25	41.28	35.99
22	Send/Recive Pit (Per Job)	EA	1,500.00	250.00	2,034.50	204.00
23	Install Each Additional Conduit	LF	10.00	5.00	208.00	10.20
24	Mobilization/Demobilization	EA	425.00	650.00	991.90	255.00
25	Disposal of Excess Material	CY	60.00	60.00	179.40	5.10
26	Construction Notification (Per Project)	EA	1,200.00	250.00	429.00	102.10
27	EU Field Directed Work		50,000.00	50,000.00	50,000.00	50,000.00
Sub-Total Bid			\$54,126.00	\$51,715.14	\$54,857.44	\$51,031.90
Unit Price Bid (Less Item 27)			\$4,126.00	\$1,715.14	\$4,857.44	\$1,031.90
Avg. Unit Bid			\$158.69	\$65.97	\$186.82	\$39.69

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary for directional boring, installing conduit, and other incidental and related work for multiple projects with a contract price of not to exceed \$500,000, all as shown on the plans and specifications for the above project.

UNIT PRICE ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
Trench			
1	Mainline Trench (Non-Joint Use)	LF	38.63
2	Secondary Trench (Non-Joint Trench)	LF	55.32
3	Compact/Backfill Mainline Trench	LF	10.20
4	Compact/Backfill Secondary Trench	LF	10.20
5	Remove/Replace Concrete	SF	30.60
6	Remove/Replace Asphalt	SF	25.50
7	Remove/Replace landscaping (Sod)	SF	5.10
8	Trench Plate Install/Remove (Including Prep)	EA	10.20

Conduit			
9	Assemble and install 6" Conduit	LF	2.04
10	Assemble and install 4" Conduit	LF	2.04
11	Assemble and install 3" Conduit	LF	1.02
12	Assemble and install 2" Conduit	LF	1.02
13	Assemble and install 1" Conduit	LF	0.51
14	Assemble and install 3/4" Conduit	LF	0.51
15	Install Each Additional Conduit	LF	1.02
Bore			
16	Bore and Install 6" Conduit	LF	59.02
17	Bore and Install 4" Conduit	LF	50.28
18	Bore and Install 3" Conduit	LF	43.80
19	Bore and Install 2" Conduit	LF	36.43
20	Bore and Install 1" Conduit	LF	36.07
21	Bore and Install 3/4" Conduit	LF	35.99
22	Send/Receive Pit (Per Job)	EA	204.00
23	Install Each Additional Conduit	LF	10.20
24	Hourly Rate for Bore Crew	HR	255.00
Misc.			
25	Disposal of Excess Material	CY	5.10
26	Construction Notification (Per Project)	EA	102.10
27	EU Field Directed Work (Extra Work)		\$50,000.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days and to diligently prosecute to completion within 45 WORKING DAYS for each project submitted within the one-year term of this contract.

ARTICLE IX - This agreement may be extended for three (3) additional one-year terms at the City's option on the same terms and conditions as set forth herein. City shall exercise its option in writing 30 days before the expiration of this agreement.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6.5 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl-Olson
City Clerk

(CORPORATE SEAL)

Approved As To Form



D. Stephen Schwabauer, City Attorney
Janice D. Magdich, Deputy City Attorney

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CONTRACT FOR DIRECTIONAL BORING, EXCAVATION AND
CONDUIT INSTALLATION

=====

WHEREAS, in answer to notice duly published in accordance with law and the orders of this City Council, sealed bids were received and publicly opened on January 8, 2014 at 11:00 a.m. for directional boring, excavation and conduit installation, described in the specifications thereof, approved by the City Council on December 18, 2013; and

WHEREAS, said bids have been compared, tabulated and a report thereof filed with the City Manager as shown on Exhibit A; and

WHEREAS, staff recommends awarding the contract for directional boring, excavation and conduit installation to the lowest, compliant bidder, Westech Industries, Incorporated of Galt, California in an amount not to exceed \$500,000.

NOW, THEREFORE, BE IT RESOLVED the Lodi City Council does hereby award the contract for directional boring, excavation and conduit installation to the low bidder, Westech Industries, Incorporated of Galt, California, in an amount not to exceed \$500,000; and

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

Dated: February 5, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Lodi Lake Park Boat House Concession to Headwaters Kayak Shop of Lodi and Authorize the Parks, Recreation and Cultural Services Director to Execute the Concession Agreement on Behalf of the City

MEETING DATE: February 5, 2014

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution awarding Lodi Lake Park Boat House concession to Headwaters Kayak Shop of Lodi and authorize the Parks, Recreation and Cultural Services Director to execute the concession agreement on behalf of the City.

BACKGROUND INFORMATION: The City has rented canoes, kayaks and pedal boats to visitors at Lodi Lake for many years. The equipment is more than a decade old and, while functional, often fails to meet the expectations of our customers. Meanwhile, kayaking and a relatively new sport – paddle boarding -- are increasingly popular at Lodi Lake and on the Mokelumne River.

Parks, Recreation and Cultural Services strives to meet the recreational needs of the community. One way to accomplish that at the Boat House is through a public-private partnership. On September 3, 2013, the Recreation Commission endorsed issuing a Request for Proposals to determine if an outside concessionaire would be interested in operating the Boat House in a manner that would benefit the public and the Department. The RFP was issued on October 11, and proposals were due on November 14. More than a dozen boating businesses were contacted to inform them of the opportunity. Two potential concessionaires expressed interest, through their participation at Recreation Commission meetings and by attending a walk-through at the Boat House on October 28. Lodi-based Headwaters Kayak Shop submitted the only proposal.

A committee composed of two Recreation Commissioners and three staff members reviewed the Headwaters' proposal and agree a concession agreement implementing the proposal has the potential to increase tourism to Lodi, increase visits to Lodi Lake Park, and generate additional revenue for PRCS while increasing recreational opportunities at Lodi Lake. On December 10, 2013, the Recreation Commission voted 4-0 to recommend the City Council approve a concession agreement with the Headwaters, a rapidly growing business that has more rental revenue from its Cluff Avenue location than the City has at the Boat House.

The benefits of having a concessionaire operate the Boat House include:

- A new rental fleet of kayaks, canoes, paddle boards and pedal boats, including the ability to take kayaks/canoes outside the lake (not permitted in City-owned kayaks/canoes).
- Additional marketing for Lodi Lake.
- Reduced City liability
- Potential for increased revenue

Potential downsides include loss of direct control, and a need to replace the boat fleet in the event the concessionaire fails.

APPROVED: _____
Konradt Bartlam, City Manager

The Headwaters will pay the City 15 percent of gross revenue or \$5,000, whichever is greater. The term will be for one year, starting April 1, 2014, with two one-year renewal options.

Proposed rental rates:

	Hourly	Half-day	Full-day
Basic single kayak	\$10	\$25	\$40
Premium single kayak	\$15	\$30	\$45
Tandem kayak	\$20	\$40	\$65
Canoe	\$25	\$45	\$70
Stand-up paddle board	\$10	\$25	\$40
Pedal boat (lake only)	\$20	\$40	\$65

Other proposal highlights:

- The Boat House will have 15 single kayaks, 5 tandem kayaks, 2 canoes, 15 stand-up paddle boards, 4 pedal boats and 45 life preservers.
- Hours:
 - Spring season, April 1-Memorial Day: 11 a.m. to 6 p.m., Saturday and Sunday.
 - Summer season, Memorial Day-Labor Day: 11 a.m. to 6 p.m., Wednesday through Friday (and Labor Day); 11 a.m. to 7 p.m., Saturday and Sunday.
 - Fall season, after Labor Day-Oct 15: 11 a.m. to 6 p.m., Saturday and Sunday.
- Guided tours: One two-hour tour on weekdays, one two-hour tour on weekends.
- Marketing: Social media, redesigned website, business cards/pamphlets, visitors center, Street Faire, etc.

The Headwaters has substantial support from the local paddling community to operate the Boat House. In addition, business and credit references were contacted -- including out-of-state suppliers -- and each were strongly supportive of Headwaters on a professional and personal basis. The fact Headwaters is located in Lodi makes its proposal to operate the Boat House even more compelling.

Staff will continue using the Boat House to store and maintain motorized boats, and will continue providing Mokelumne River tours from the same location. The City will maintain ownership of the Boat House.

FUNDING CONSIDERATION OR IMPACT:

City revenue from Boat House is approximately \$6,000 a year. Annual revenue under the concession agreement is expected to exceed the \$5,000 minimum required.

FISCAL IMPACT:

Staff anticipates a slight increase in Boat House and park revenue, while avoiding the expense of upgrading and replacing boats, lifejackets and paddles.

Adopt Resolution Awarding Lodi Lake Park Boat House Concession to Headwaters Kayak Shop of Lodi and Authorize the Parks, Recreation and Cultural Services Director to Execute the Concession Agreement on Behalf of the City

February 5, 2014

Page 3

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

Attachment: Headwaters proposal, Agreement

Cc: City Attorney

**CITY OF LODI
NON-MOTORIZED BOAT CONCESSION AGREEMENT**

THIS CITY OF LODI CONCESSION AGREEMENT ("Agreement") is entered into by and between THE CITY OF LODI, a California municipal corporation ("CITY"), and Headwaters Kayak Shop ("CONCESSIONAIRE"), to be effective upon execution by the parties (the "Effective Date"), as follows:

1. **Incorporated Documents.** This Agreement is created pursuant to CITY's REQUEST FOR PROPOSAL ("RFP") for Non-Motorized Boat Concessions issued by the CITY on October 7, 2013, and CONCESSIONAIRE's proposal in response to the RFP in response to the RFP, dated Nov. 14, 2013. Attached and incorporated herein are the following documents: Site Map (Exhibit A) and Non-Motorized Boat Concession Requirements (Exhibit B). The Operating Plan submitted by CONCESSIONAIRE as part of its proposal is also attached hereto as Exhibit C and incorporated herein. In addition to the terms and conditions set forth in this Agreement, CONCESSIONAIRE agrees to fully abide by the Non-Motorized Boat Concessions Requirements (Exhibit B) and the Operating Plan (Exhibit C).
2. **Right to Enter.** Subject to the terms and conditions of this Agreement, CITY hereby grants permission to CONCESSIONAIRE, its employees, and agents to operate a non-motorized boat concession ("Concession") as defined in section 3 below at the Lodi Lake Boat House, as depicted on Exhibit A hereinafter referred to as the "Site".
3. **Use of Site.** This Agreement is granted to CONCESSIONAIRE for the sole purpose of allowing CONCESSIONAIRE to operate a non-motorized boat concession of kayaks, canoes, paddle boards and pedal boats, hereinafter referred to as "Concession." Concession means an operation involving the conducting of non-motorized boat rentals (and tours, if included in Operating Plan), delivering and removing non-motorized rental and tour boats, and serving the general public under the terms and conditions of this Agreement. There shall be no commercial use of any other areas of Lodi Lake Park by CONCESSIONAIRE without approval of the CITY's Parks, Recreation and Cultural Services Director ("DIRECTOR"). Renting or selling of equipment or any other merchandise unrelated to non-motorized boating is not allowed under this Agreement. CONCESSIONAIRE shall not infringe the right of the public to use the dock and kayak launch free of charge for their personal non-motorized boats during normal business hours. Any use other than as a Concession as described herein shall constitute good cause for immediate termination of this Agreement.
4. **Maximum Days and Hours of Operation.** CONCESSIONAIRE shall not conduct any Concession prior to Lodi Lake Park ("Park") opening on days the park is open to the public. All non-motorized boats must be removed from outdoor storage areas before sunset. All non-motorized boat tours are to be completed and out of the water fifteen (15) minutes before sunset daily, unless authorized by DIRECTOR. All Concession operations are permitted seven days a week with the following exceptions:
 - a. CITY reserves the right to limit or prohibit Concession operations on the Fourth of July.
 - b. **Special Events.** Unless otherwise authorized by DIRECTOR, CONCESSIONAIRE may not operate on days designated by CITY for Special Events when general public access to the Park is restricted. CITY shall give CONCESSIONAIRE advance written notice of any such Special Events.

5. **Competent Management.** Throughout the term of this Agreement, CONCESSIONAIRE shall provide competent management of the Concession and the Site for the permitted uses to the satisfaction of the City Manager or designee. CONCESSIONAIRE covenants at all times to operate the Concession for the above-specified purposes and diligently conduct the Concession to maximize gross revenue.
6. **Term.** The term of this Agreement ("Term") shall be one year commencing April 1, 2014 ("Commencement Date"), with two one-year renewal options. "Agreement Year" as used in this Agreement shall mean the twelve-month period during the Term commencing on the Commencement Date and each twelve-month renewal as may be exercised by CITY. Renewals options may be exercised at the discretion of CITY based on the performance of CONCESSIONAIRE and adherence to the terms and conditions set forth herein. CITY retains the sole right to determine if the renewal option shall be granted.
7. **Termination.** This Agreement may be terminated at any time by either party upon ninety (90) days prior written notice to the other party. Any written notice to this effect shall be served in accordance with Section 43 of this Agreement.
8. **Revocable License.** This Agreement is not a lease. It is a license to use CITY-owned property, and may be revoked by CITY, in its sole discretion, at any time. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by CONCESSIONAIRE as a result of termination or suspension of this Agreement. CONCESSIONAIRE expressly waives any claim for expense or loss which CONCESSIONAIRE might incur as a result of CITY'S termination or suspension of this Agreement or for the scheduling of any Special Events pursuant to Section 4.b that conflict with or prohibit CONCESSIONAIRE's use of the Site.
9. **Special Provisions**
 - a. **Operating Plan.** The Operating Plan(s) for April 1, 2014 through March 31, 2015 submitted with CONCESSIONAIRE's response to the CITY'S RFP shall be revised by CONCESSIONAIRE, if required by CITY to meet CITY's approval, and the final CITY approved Operating Plan(s) shall be incorporated into this Agreement as Attachment C. Beginning April 1, 2014, and for every 12 months thereafter during the Term, the CONCESSIONAIRE shall provide CITY with an Operating Plan for the upcoming twelve month term for CITY'S approval no later than February 1 beginning in 2015. All Operating Plans submitted to CITY should be consistent with the format and content of the Operating Plans included as Attachment C. CITY in its sole discretion shall have the right to approve or disapprove the proposed Operating Plan. Once approved, CONCESSIONAIRE shall not make any changes to the Operating Plan without prior written approval of CITY. CONCESSIONAIRE shall not operate the Concession at any time during the Term without an Operating Plan fully approved by the City valid for the time period of operation.
 - b. **Operations.** CITY reserves the right to make changes at any time to CONCESSIONAIRE'S tour schedule (if applicable) and/or the number of individual non-motorized boat rentals permitted at any given time, based on operational and safety considerations. **At all times, the CONCESSIONAIRE shall ensure that all permitted operations comply with the Non-Motorized Boat Concession Requirements incorporated herein as Exhibit B.**

- c. Standard of Employees. CONCESSIONAIRE and its employees shall at all times conduct themselves and the operations of the Concession in a respectable and courteous manner. CONCESSIONAIRE shall thoroughly train its employees in their duties and shall regularly monitor them to ensure that they behave in a courteous manner, do not disturb the quiet enjoyment of other park users, and otherwise comply with all of the Non-Motorized Boat Concession Requirements set forth as Exhibit B to this Agreement. CONCESSIONAIRE, its employees and agents are required to be fingerprinted and background checked in a manner authorized by the Department of Justice. CONCESSIONAIRE shall assume all expenses associated with the fingerprinting and background checks. CONCESSIONAIRE shall not permit any employee or agent to work at the Site who has been convicted of any offense identified in Penal Code section 11105.3 and shall immediately remove any employee from the Site who has been arrested for any offense identified in Penal Code section 11105.3, until such time as CITY can conduct an investigation into the circumstances of the arrest. Expunged convictions shall be considered convictions for purposes of this section except where the expungement is based on a finding of factual innocence.
- d. Exclusiveness of Agreement and Unauthorized Vending. CITY, by granting this Agreement to CONCESSIONAIRE, makes no warranty that the Site shall be free of unauthorized vending or that any specific level of police or lifeguard enforcement against such activities shall be maintained.
- e. CONCESSIONAIRE's Storefront address is:
 - Headwater Kayak Shop
 - 847 N. Cluff Ave., Suite A-6
 - Lodi, CA 95240
- f. Site. CONCESSIONAIRE shall erect no improvements on the Site without prior written approval by CITY. The Site must be maintained so as to present a neat and attractive appearance to the satisfaction of DIRECTOR. Any items or improvements brought on the Site by CONCESSIONAIRE must be approved in writing by CITY and shall not remain at the site after permitted hours of operation, unless prior written approval of CITY is obtained.
- g. Improvements to the Site. Upon expiration or termination of this Agreement, any and all improvements, trade fixtures, structures, and installations or additions to the Site now existing or constructed on the Site by CONCESSIONAIRE shall be deemed to be part of the Site and shall become CITY's property free of all liens and claims. All personal property remaining on the Site after expiration or termination shall also become the property of CITY. Alternatively, CITY, at its option, may require CONCESSIONAIRE to immediately remove any and all improvements, trade fixtures, structures, installations and additions to the Site at CONCESSIONAIRE's sole cost and expense.
- h. Maintenance of Site. CONCESSIONAIRE agrees not to commit or allow to be committed any waste or injury or any public or private nuisance at the site, to keep the Site clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in or about the site to the satisfaction of CITY and at CONCESSIONAIRE's sole cost and expense. Site must be cleaned up by CONCESSIONAIRE each day, CONCESSIONAIRE is operating at the Site and CONCESSIONAIRE shall promptly inform CITY of any safety concerns related to CITY property.

- i. CITY Boats. CONCESSIONAIRE shall allow CITY to store motorized boats on the water within the Boat House, provide other space as needed to store CITY equipment and supplies used specifically for motor boat operations, and allow CITY staff to access the Site as needed. Customers of CITY motorized boat tours shall be allowed in the dock area, but not within the Boat House.

10. Fees.

- a. Percentage Fee. The Percentage Fee shall be calculated on a calendar month basis and shall consist of fifteen percent (15.00%) of the total Gross Revenue (as defined in Section 10.f of this Agreement) of CONCESSIONAIRE resulting from rentals and all activities associated with the CONCESSIONAIRE's activities as permitted under this Agreement. The City Manager, in his sole discretion, may approve another percentage rate or minimum rate for each other incidental service or operation supplementary to the permitted uses stated in Section 3, Use of Site, as may be approved in writing by the City Manager prior to the commencement of any additional service or operation. Provided however, any activity conducted on the Site without the prior written approval of the City Manager shall be subject to the provisions of Section 10.e Unauthorized Use Charge.
- b. Minimum Fee. The annual Minimum Fee established for the first two Agreement Years following the effective date of this Agreement is Five Thousand Dollars (\$5,000.00), or Four Hundred Sixteen Dollars and 67 Cents (\$416.67) on a monthly installment basis ("Monthly Minimum Fee").

The Monthly Minimum Fee is to be paid in monthly installments on or before the day of the calendar month when the percentage fee is due pursuant to Section 10.j. Time and Place of Payment. The first payment is due May 31, 2014. In the event that the combined total amount of fees paid by CONCESSIONAIRE (consisting of the percentage fee payments and the Monthly Minimum Fee paid) during any Agreement Year equal or exceed the required annual Minimum Fee for that year, for the balance of that year, CONCESSIONAIRE shall discontinue paying the Monthly Minimum Fee until the beginning of the next Agreement Year and shall only pay the Percentage Fee until such time.

- c. Minimum Fee Adjustment. Effective at the beginning of the first day of the third Agreement Year ("Adjustment Date"), the annual Minimum Fee shall be set at eighty percent (80.00%) of the annual average of the Total Fees Paid under this Agreement for the two (2) Agreement Years immediately preceding the Adjustment Date. The annual average of the Total Fees Paid shall then be divided by twelve (12) to establish the new Monthly Minimum Fee. It is recognized that the adjustments shall be calculated by CITY upon completion of payments due for the two (2) preceding Agreement Years in order to determine the amount of the Minimum Fee for the remaining Term. Until such calculations are completed, CONCESSIONAIRE shall continue paying the Monthly Minimum Fee at the then existing rate. Any additional fees determined by the adjustment to be due for the months previously paid at the prior rate shall be paid to CITY within thirty (30) days following written notice provided pursuant to Section 43 of this Agreement. In no event shall the Minimum Fee Adjustment result in a decrease in the Minimum Fee requirement in effect immediately prior to the Adjustment Date. In the event that the Total Fees Paid prior to the Adjustment Date do not exceed the current annual Minimum Fee, the annual Minimum Fee shall be increased to one-hundred five percent (105.00%) of the annual Minimum Fee most recently in effect.

- d. **Delinquent Concession Fee.** If CONCESSIONAIRE fails to pay any Concession fees when due, CONCESSIONAIRE shall pay the delinquent fee plus a late fee equal to five percent (5%) of the delinquent fee. If fees remain unpaid more than fifteen (15) days past the due date, the late fee shall be increased to ten percent (10%) of the delinquent fee, which CONCESSIONAIRE shall pay in addition to delinquent fee. The parties agree that such delinquent fees are appropriate to compensate CITY for loss resulting from concession fee delinquency, including lost interest opportunities, legal costs, and the cost of servicing the delinquent account.
- e. **Unauthorized Use Charge.** CONCESSIONAIRE shall pay to CITY, as an additional fee, an unauthorized use charge equal to hundred percent (100%) of the Gross Revenue (as defined in Section 10.f) received from any service or use of the Site by CONCESSIONAIRE that is not allowed under this Agreement. Such payment is subject to the due date provided in this Agreement for fee payments and the provisions for delinquent or unpaid fee. Neither the existence of such an unauthorized use charge nor the payment of such charge, or any part of it, shall constitute an authorization of an unauthorized use, and shall not be waiver of any of the CITY'S rights under this Agreement.
- f. **Gross Revenue.** "Gross Revenue," as used in this Agreement shall include all income resulting from the Concession whether received or to become due; provided, however, that Gross Revenue shall not include federal, state, or municipal taxes collected from the CONCESSIONAIRE (regardless of whether the amount is stated to the consumer as a separate charge) and paid over periodically by CONCESSIONAIRE to a governmental agency accompanied by a tax return or statement as required by law. Possessory interest taxes or other property taxes shall not be deducted by CONCESSIONAIRE in computing Gross Revenue. Gross Revenues shall not include refund of deposits. The amount of taxes and refunds shall be clearly shown on the books and records of CONCESSIONAIRE. The Percentage Fee shall be calculated and paid by CONCESSIONAIRE on the basis of Gross Revenue whether the income is received by CONCESSIONAIRE or by any of CONCESSIONAIRE's agents, employees, permittees, or representatives, and all Gross Revenue received by any of CONCESSIONAIRE's agents, employees, permittees, representatives, or other party as a result of occupancy or operation of the Site shall be regarded as Gross Revenue of CONCESSIONAIRE for the purpose of calculating the Percentage Fee required to be paid by CONCESSIONAIRE to CITY, except as may be otherwise specified by this Agreement.
- g. **Payment Procedure.**

On or before the last day of the calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned, CONCESSIONAIRE shall provide CITY with a correct income statement for the Site operated by CONCESSIONAIRE together with a payment of fees on all applicable Gross Revenue in a form selected by CITY. The statement shall be signed by CONCESSIONAIRE or its authorized agent attesting to the accuracy of the income statement. Each statement will include:

- i. Total Gross Revenue for the subject month itemized as to business categories for which the separate Percentage Fee is established.

- ii. The Percentage Fee due CITY and the manner in which such Percentage Fee was computed and totaled.
- iii. The accumulated total of all fees previously paid to CITY for the current term year.
- iv. Payments in the greater of the two following amounts: The Monthly Minimum Fee or the total Percentage Fee due CITY computed as described in this Section 10.

h. Inspection of Records.

- i. Records. CONCESSIONAIRE shall at all times during the Term keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities conducted upon and financial transactions resulting from the use of the Site. The records shall be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, tour lists, or other documents as necessary to allow CITY to easily determine the Gross Revenue. Any retail sales or charges will be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices that lock in sales totals and other transaction numbers and sales details that are not resettable. Totals registered shall be read and recorded at the beginning and end of each business day. In the event of admission charges or concession fees, CONCESSIONAIRE shall issue serially numbered tickets for such admission or concession fees and shall keep an adequate record of such tickets, as well as a record of unissued tickets. All retail sales and charges may be recorded by a system other than cash registers or other comparable devices provided such a system is approved by the CITY in writing.
- ii. Financial Statements. Within sixty (60) days after the end of the each Agreement Year, CONCESSIONAIRE shall at its sole cost and expense, submit to CITY a statement in which the total Gross Receipts and the corresponding amounts of Percentage Fees paid CITY for the year are classified according to the categories of business established for any Percentage Fees and for any other business conducted on or from the Site. The statement shall be signed by CONCESSIONAIRE and a duly authorized financial representative of CONCESSIONAIRE attesting to the accuracy thereof, which shall be legally binding upon CONCESSIONAIRE.
- iii. Right to Inspect. All of CONCESSIONAIRE's books of account, records, and supporting documentation, as described under Section 10.h.i., shall be kept for at least five (5) years and made available to CITY in one location within the City of Lodi. These books and records must be maintained separately from all other accounts not relating to the Site. The CITY, at its discretion, shall have the right to inspect and audit the business of CONCESSIONAIRE, its agents, representatives and permittees operating on, and in connection with, the Site as necessary and appropriate for CITY to determine the amounts of Concession fees due CITY in compliance with the requirements of this Agreement. At CITY'S request, CONCESSIONAIRE shall promptly provide, at CONCESSIONAIRE's expense, any necessary data to enable CITY to fully comply will all requirements

of the state and federal government for Agreement information or reports concerning the Concessions. Such data will include, if required, a detailed breakdown of CONCESSIONAIRE's receipts and expenses.

- iv. Audit Cost. The full cost of the CITY'S audit(s) will be borne by CITY unless one or both of the following conditions exists, in which case CONCESSIONAIRE agrees to pay CITY's cost of audit(s):
 - A. The audit(s) reveal an underpayment by CONCESSIONAIRE to the CITY of more than five percent (5.00%) on an annual basis for any Agreement Year or more than \$1,500, whichever is less, between the Total Fees Paid as reported and paid by CONCESSIONAIRE pursuant to this Agreement and Concession fees owed as determined by the audit(s).
 - B. CONCESSIONAIRE has failed to properly maintain complete and true books, records, accounts, and supporting documents in strict accordance with this Agreement. Any fee deficiency determined by the audit shall be considered a delinquent fee, subject to all penalties and remedies provided to CITY for delinquent Concession fees under this Agreement section 10.d. CITY shall credit any overpayment by CONCESSIONAIRE determined by the audit, without interest, against future fees due under this Agreement. If no future fees are due under this Agreement, CITY shall refund CONCESSIONAIRE any overpayment determined by the audit, without interest, within sixty (60) days after CITY's certification of the audit.
- i. Default. CONCESSIONAIRE's failure to keep complete and accurate records by means of double-entry bookkeeping and failure to make them available for CITY inspection is, like all other failures to comply with the covenants of this Agreement, a material breach of this Agreement and good cause for termination.
- j. Time and Place of Payment. Payments are due on or before the last day of the calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned. Checks shall be made payable to the City of Lodi and mailed to Lodi Parks, Recreation & Cultural Services, 125 N. Stockton St., Lodi, CA 95240, or delivered to the Office of the City Treasurer, Lodi City Hall, 221 W. Pine St., Lodi, CA 95240. The place and time of payment may be changed by CITY upon thirty (30) days prior written notice to CONCESSIONAIRE. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If any such postmark is illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. CONCESSIONAIRE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.
- k. Reporting relationship. CONCESSIONAIRE reports directly to the DIRECTOR or DIRECTOR's designee.
- l. Security Deposit. CONCESSIONAIRE shall deliver to CITY, with the executed copies of this Agreement, a good faith security deposit in the amount of one thousand dollars (\$1,000.00) in the form of a cashier's or certified check. All or any portion of the principal sum of the security deposit shall be available unconditionally to CITY for payment of delinquent concession fees, for correcting any default or breach of this

Agreement by CONCESSIONAIRE, CONCESSIONAIRE's successors or assignees, or for payment of expenses incurred by CITY as a result of CONCESSIONAIRE's failure to faithfully perform all terms, covenants, and conditions of this Agreement. If at the end of the term of this Agreement, CONCESSIONAIRE has performed all of the provisions of the Agreement, the security deposit or any remaining balance shall be returned to CONCESSIONAIRE without interest. CITY on thirty (30) days prior written notice to CONCESSIONAIRE may request the security deposit may be increased proportionate to any increase in the Minimum Fee. CONCESSIONAIRE shall maintain the security deposit throughout the Term of this Agreement.

Notwithstanding any other provision of this Agreement, if CONCESSIONAIRE fails or refuses to deposit or maintain a security deposit as required by this Agreement, CITY may terminate this Agreement immediately upon such breach. Upon such termination, CONCESSIONAIRE shall immediately cease its use of the Site and commence and diligently pursue the removal of its property, if any, from the Site.

- i. Utilization. If CITY utilizes all or any portion of the security deposit, upon 10 days prior written notice, CONCESSIONAIRE shall reimburse the security deposit to the full required amount.
 - ii. Increase. Upon thirty (30) days prior written notice by CITY, CONCESSIONAIRE shall deliver to CITY additional funds as CITY may, in its sole determination, require to adequately secure CONCESSIONAIRE'S obligations under this Agreement.
 - iii. Return. Provided CONCESSIONAIRE is not in breach or default of this Agreement, CITY shall return the security deposit, or any balance thereof, to CONCESSIONAIRE within sixty (60) days after the expiration or termination of this Agreement.
11. CITY'S Consent, Discretion. Whenever required under this Agreement, CITY's consent or approval shall mean the written consent or approval of the DIRECTOR, unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made in the DIRECTOR's sole and absolute discretion, unless otherwise expressly provided herein.
 12. Acceptance of Site. CONCESSIONAIRE represents and warrants that it has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. CONCESSIONAIRE agrees it is relying solely on its independent inspection, tests, investigations, and observations in entering into this Agreement. CONCESSIONAIRE further acknowledges that the Site is in the condition called for by this Agreement, that CITY has performed all work, if any, related to the Site and required by this Agreement, and that CONCESSIONAIRE shall hold CITY harmless for any defects, whether apparent or latent, in the Site, including without limitation the presence of any hazardous substances. By entering into this Agreement, CONCESSIONAIRE acknowledges that the CITY does not routinely control water levels at Lodi Lake or the Mokelumne River, that controlling entity Woodbridge Irrigation District reserves the right to change levels at its discretion, and that Woodbridge Irrigation District lowers river levels for several weeks each year, typically during the winter that results in the emptying of Lodi Lake.
 13. Maintenance of the Site.

- a. Except for the obligations of CONCESSIONAIRE described in the following section b, City shall provide all customary and usual maintenance to the site and improvements, consisting of the Boat House and adjoining dock.
 - b. CONCESSIONAIRE shall be responsible for all janitorial and cleaning services, repairs and maintenance of the interior surfaces of the Boat House, and responsible for cleaning the adjoining dock, except to the extent caused by a failure of CITY to perform its maintenance obligations under paragraph 13(a). To assure notification of necessary repairs of the leased space, CONCESSIONAIRE shall notify CITY of all interior repairs performed by CONCESSIONAIRE. By way of explanation and not by way of limitation, (i) CONCESSIONAIRE shall be liable for such items as (a) maintaining storage areas and boat racks of the interior of the Boat House, (b) replacing light fixtures within the Boat House, (c) sweeping, mopping and litter pick up in and around the Boat House, including the dock; and (ii) CITY shall be responsible for (a) electrical systems and wiring inside the walls of the Boat House, (b) roofing and siding of the Boat House, (c) integrity of dock structure, and (d) wear and tear arising from normal use. Damages resulting from CONCESSIONAIRE's failure to maintain the facilities as described will be withheld from the security deposit described in Section 10.e.
14. Standard of Conduct. CONCESSIONAIRE and its employees shall at all times conduct themselves and the operations on the Site in a respectable and courteous manner.
 15. Inspection. CITY may, at all times, enter and inspect the Site.
 16. Insurance. On or before the Effective Date, CONCESSIONAIRE shall deliver to CITY a current certificate(s) of insurance for:
 - a. Commercial General Liability insurance providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Five Million Dollars (\$5,000,000) per occurrence, subject to an annual aggregate of Six Million Dollars (\$6,000,000). Higher insurance limits may be required by the CITY's Risk Management Department depending on the nature of the activity.
 - (i) The \$5,000,000 limit is to be designated strictly for the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers.
 - b. CONCESSIONAIRE must maintain current workers compensation coverage which meets statutory requirements for all employees. One Million Dollars (\$1,000,000) of employers' liability coverage is also required. A waiver of subrogation is required for workers' compensation.
 - c. Automobile Liability Insurance for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Two Million Dollars (\$2,000,000). Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-hired vehicles) operated in performing any and all Concessions or other services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

- d. Causes of Loss-Special Form Property Insurance. CONCESSIONAIRE shall obtain and maintain, at its own cost and expense, Causes of Loss-Special Form Property Insurance on all of CONCESSIONAIRE's insurable property related to the Site in an amount to recover one hundred percent (100%) of the replacement cost. CONCESSIONAIRE shall deliver to CITY a certificate of such insurance.
- e. CONCESSIONAIRE must maintain a (marine) protection and indemnity policy, with limits of not less than One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Two Million Dollars (\$2,000,000), UNLESS proof is submitted that CONCESSIONAIRE's non-motorized boat operations are under the commercial general liability insurance policy. A certified copy of the CGL policy will be sufficient to meet this requirement.
- f. The following must be provided on all insurance endorsements:
 - i. Additional Insureds. Pursuant to a separate endorsement [ISO form CG 2010 (11/85) or equivalent form], "The City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers" shall be named as additional insureds in all policies.
 - ii. Primary & Non-Contributory. Additional insured coverage under CONCESSIONAIRE's policy shall be "primary and non-contributory" and will not seek contribution from CITY' insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
 - iii. The limits of insurance coverage required under this Agreement, may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of CONCESSIONAIRE shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY (if agreed to in a written contract or agreement) before the CITY's own insurance or self-insurance shall be called upon to protect CITY as a named insured.
 - iv. The street address of the City of Lodi must be shown along with (i) and (ii) above: 221 West Pine Street, Lodi, California, 95240-1910; and the insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- g. Insurance Policies. CONCESSIONAIRE's insurance policies shall be kept in force for the term this Agreement and any extension thereof. The certificate(s) of insurance shall be filed with CITY'S Risk Manager upon execution of this Agreement. CITY reserves the right to obtain a full certified copy of any insurance policy or endorsements required under this Agreement. Failure to exercise this right shall not constitute a waiver of CITY's right to exercise after the Effective Date.
- h. Qualified Insurer(s). All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

- i. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of CONCESSIONAIRE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
 - i. All self-insured retentions (SIR) must be disclosed to CITY's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove.
 - ii. Insurance policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the Named Insured(s) or CITY.
 - iii. CITY reserves the right to obtain a full certified copy of any insurance policy or endorsements required under this Agreement. Failure to exercise this right shall not constitute a waiver of CITY's right to exercise after the Effective Date.
- j. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, CONCESSIONAIRE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. CONCESSIONAIRE shall provide proof of continuing insurance on at least an annual basis during the Term. If CONCESSIONAIRE's insurance lapses or is discontinued for any reason, CONCESSIONAIRE shall immediately notify the CITY and immediately obtain replacement insurance.
- k. Modification. To assure protection from and against the kind and extent of risk existing on the Site, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving CONCESSIONAIRE thirty (30) days prior written notice. CONCESSIONAIRE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to CONCESSIONAIRE'S use of the Site in order to meet the requirements of this Agreement.
- l. Accident Reports. CONCESSIONAIRE shall immediately report to CITY any accident causing property damage or injury to persons on the Site or person engaged in the activities permitted under this Agreement. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- m. Failure to Comply. If CONCESSIONAIRE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. CONCESSIONAIRE shall reimburse CITY for the premiums paid, with interest on the premium paid by the CITY at the maximum allowable legal rate then in effect in California. CITY shall notify CONCESSIONAIRE of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. CONCESSIONAIRE shall pay such reimbursement and interest on the first (1st) day of the month following CITY's notice. **Notwithstanding any other provision of this Agreement, if CONCESSIONAIRE fails or refuses to obtain or maintain insurance as required by this Agreement, or fails to provide proof of insurance, CITY may terminate this Agreement immediately upon such breach. Upon such termination, CONCESSIONAIRE shall immediately cease its use of the**

Site and commence and diligently pursue the removal of any and all of its personal property from the Site.

- n. Insurance Coverage. It is required under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to CITY as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in this Agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to CONCESSIONAIRE; whichever is greater.
17. Indemnification. To the fullest extent allowed by law, CONCESSIONAIRE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CONCESSIONAIRE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Agreement or CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that CONCESSIONAIRE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. 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, CONCESSIONAIRE 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.
18. No Discrimination. CONCESSIONAIRE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in CONCESSIONAIRE's use of the Site, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
19. Local Business and Employment. CONCESSIONAIRE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. CONCESSIONAIRE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Agreement from local residents and firms as opportunities occur. CONCESSIONAIRE agrees to hire qualified local residents and firms whenever feasible.
20. Drug-free Workplace. CONCESSIONAIRE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Sites and specifying the actions that will be taken against employees for violations of the prohibition; and

- b. Establish a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. CONCESSIONAIRE'S policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employees assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- 21. Disabled Access Compliance. CONCESSIONAIRE shall comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities.
- 22. CONCESSIONAIRE's Risk. CONCESSIONAIRE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with CONCESSIONAIRE's occupancy, use, development and maintenance of the Site and any damages to the improvements on, under, or in the vicinity of the Site resulting directly or indirectly thereby.
- 23. No Nuisance. CONCESSIONAIRE shall not use the Site in any manner which, in DIRECTOR'S opinion, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area.
- 24. No Assignment. CONCESSIONAIRE shall not assign or sublicense any rights granted by this Agreement or any interest in this Agreement without CITY'S prior written consent, which may be withheld or delayed in CITY'S sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Agreement.
- 25. Signs. CONCESSIONAIRE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY'S prior written consent. If any such unauthorized item is found on the Site, CONCESSIONAIRE shall remove the item at its expense within 24 hours notice by CITY, or CITY may thereafter remove the item at CONCESSIONAIRE's cost.
- 26. Advertisement and Marketing. Any advertising or marketing which reference the City of Lodi may not be distributed by the CONCESSIONAIRE without the advanced written approval of the CITY. If CONCESSIONAIRE uses the City of Lodi name or logo in any context to promote its business operations without prior written approval by CITY, CONCESSIONAIRE shall be considered to be in default.
- 27. Encumbrances. CONCESSIONAIRE shall keep the Site free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Agreement or CONCESSIONAIRE'S occupancy, use, development, or maintenance of the Site. CONCESSIONAIRE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Site, including without limitation CONCESSIONAIRE's failure or the failure of any contractor or subcontractor hired by CONCESSIONAIRE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

28. Defaults and Remedies.

- a. Default by CONCESSIONAIRE. Except for Safety Violations (as defined under subsection b below) which are grounds for immediate termination, in the event that:
- i. CONCESSIONAIRE shall default in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by CONCESSIONAIRE, including any covenant or condition in CONCESSIONAIRE's Operating Plan and shall fail to cure the default within thirty (30) days following written notice from CITY; or if any default is not curable within thirty (30) days, and CONCESSIONAIRE shall fail to commence to cure the default(s) within said thirty (30) day period and diligently pursue cure to completion;
 - ii. CONCESSIONAIRE shall voluntarily file or have involuntarily filed against it any petition under bankruptcy or insolvency act or law; or
 - iii. CONCESSIONAIRE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon CONCESSIONAIRE or upon any person claiming rights through CONCESSIONAIRE, immediately terminate this Agreement and all rights of CONCESSIONAIRE and of all persons claiming rights through CONCESSIONAIRE and expel CONCESSIONAIRE and all persons so claiming rights thereto. Provided however, in the event that any default described in Paragraph 28.a.i of this section is not curable within thirty (30) days after written notice to CONCESSIONAIRE, CITY shall not terminate this Agreement pursuant to the default if CONCESSIONAIRE immediately commences to cure the default and diligently pursues cure to completion. In any event, either party may terminate this Agreement without cause by giving ninety (90) days written notice of intent to terminate to the other party.

- b. Safety Violations by CONCESSIONAIRE. Notwithstanding subsection (a) above, in the event CONCESSIONAIRE defaults in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by CONCESSIONAIRE, including any covenant or condition in CONCESSIONAIRE's Operating Plan, and said default by CONCESSIONAIRE consists of any violation of municipal, state or federal law, or any covenants or conditions in CONCESSIONAIRE's Operating Plan that, in the CITY's sole discretion, relate to public safety ("Safety Violations"), CITY may, at its option, require CONCESSIONAIRE to immediately cure said default, or, without further notice or demand upon CONCESSIONAIRE or upon any person claiming rights through CONCESSIONAIRE, suspend or revoke this Agreement.
- c. Abandonment by CONCESSIONAIRE. In the case that CONCESSIONAIRE breaches this Agreement and abandons the Site, this Agreement shall continue in full force and effect for so long as CITY does not terminate this Agreement, and CITY may enforce all its rights and remedies under this Agreement, including, but not limited to, the right to recover the Percentage Fee as it becomes due, plus damages. For purposes of this section, the following do not constitute a termination of CONCESSIONAIRE's right to possession or operation:

- i. Acts by CITY of maintenance, preservation, or efforts to negotiate a new Agreement.
 - ii. The appointment of a receiver upon initiative of CITY to protect CITY's interest under this Agreement.
29. Damages. CITY, in the event of CONCESSIONAIRE's default under this Agreement, may recover any outstanding fees (as set forth in paragraph 10) due for the remaining term of this Agreement, less any mitigation measures taken by CITY. The remedies provided by this section are not exclusive and shall be cumulative to all other rights and remedies possessed by CITY, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which CITY may be entitled.
30. Compliance with Laws. CONCESSIONAIRE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to CONCESSIONAIRE'S occupancy, use, development, and maintenance of the Site.
31. Taxes. CONCESSIONAIRE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CONCESSIONAIRE by reason of the business or other CONCESSIONAIRE activities related to the Site, including any licenses or permits. CONCESSIONAIRE acknowledges that this Agreement may create a possessory interest subject to property taxation, and that CONCESSIONAIRE may be subject to the payment of taxes levied on that interest. CONCESSIONAIRE shall be fully and solely responsible for payment of all such possessory interest taxes. CONCESSIONAIRE'S payment for taxes, fees, and assessments shall not reduce any payment due CITY under this Agreement.
32. Water Quality Assurances. The CITY and CONCESSIONAIRE are committed to the implementation of control (best management practices, or BMPs) to manage activities on the Site in a manner which aids in the protection of the City of Lodi and San Joaquin County's precious water resources. It is the CONCESSIONAIRE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to Lodi Lake or the Mokelumne River.
33. Hazardous Substances. CONCESSIONAIRE shall not allow the installation or release of hazardous substances in, on, under, or from the Site. CONCESSIONAIRE and CONCESSIONAIRE's agents and contractors shall not store, utilize, or sell any hazardous substance on the Site without CITY's prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances.
 - a. Remediation. If any release of a hazardous substance occurs, CONCESSIONAIRE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities.
 - b. Indemnity. CONCESSIONAIRE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities

resulting from CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

- c. Notice of Release. If CONCESSIONAIRE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Site, CONCESSIONAIRE shall give written notice to CITY within three (3) days of receipt of the knowledge or cause for belief. If CONCESSIONAIRE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, CONCESSIONAIRE shall notify CITY immediately upon receipt of such knowledge or belief and shall take all actions necessary to alleviate the danger. CONCESSIONAIRE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Site.
 - d. Environmental Assessment. At CITY's option upon expiration or termination of this Agreement, an environmental assessment of the Site shall be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at CONCESSIONAIRE's sole cost and expense, and shall establish what, if any, hazardous substances exist on, in, or under the Site, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. CONCESSIONAIRE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and CONCESSIONAIRE shall pay all costs and expenses therefore.
34. Waiver. CITY's failure to insist upon the strict performance of any of CONCESSIONAIRE's obligations under this Agreement, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Site is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Agreement or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
35. 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 in so far 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.
36. Survival. Any obligation which accrues under this Agreement prior to its expiration or termination shall survive such expiration or termination.

37. Joint and Several Liability and Responsibility. If CONCESSIONAIRE includes more than one person or legal entity, each such person and legal entity shall be jointly and severally liable and responsible for the performance of each and every obligation of CONCESSIONAIRE under this Agreement.
38. Terms of Agreement Prevail. All exhibits to 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.
39. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
40. Number and Gender. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
41. Captions. Section headings and captions shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. Such lack of consecutive numbers shall have no effect on the enforceability of this Agreement.
42. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior understandings, representations, warranties, agreements and permits between them and pertaining to this Agreement and CONCESSIONAIRE'S occupancy, use, development, and maintenance of the Site, whether oral or written. Any modification, alteration, or amendment of this Agreement shall be in writing and signed by both parties.
43. Notices. Any notice required or permitted to be given under 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 as follows:
- CITY:
City of Lodi
Parks, Recreation & Cultural Services Department
Attention: Director
125 N. Stockton St.
Lodi, CA 95240
- CONCESSIONAIRE:
Headwaters Kayak Shop
Attention: Daniel J. Arbuckle
847 N. Cluff Ave., Suite A-6
Lodi, CA 95240
44. City Business License Required. CONCESSIONAIRE acknowledges that Lodi Municipal Code section 3.01.020 requires CONCESSIONAIRE to have a city business license and CONCESSIONAIRE agrees to secure such license and pay the appropriate fees prior to performing any work under this Agreement.

- 45. Governmental Approvals. By entering into this Agreement, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental approvals which may be required for CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site.
- 46. City's Not-Liable. CITY shall not be liable to CONCESSIONAIRE, its employees, agents, or representatives for any loss of revenue, business, or otherwise as a result of any weather conditions, beach closures,, floods, fire, or any other acts of God, strikes, lockouts, labor disputes, governmental delays, epidemics, causes beyond the reasonable control of CITY, or in CITY's performance of any act related to protecting the public health and safety.
- 47. Subcontracts. Unless prior written approval of CITY is obtained, CONCESSIONAIRE shall not enter into any subcontract with any other party for purposes of providing any work or services covered under this Agreement.
- 48. Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing Agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Upon request, each person executing this Agreement on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

Date: _____

CITY OF LODI, a California municipal corporation

By: _____
KONRADT BARTLAM, City Manager

"CONCESSIONAIRE"
HEADWATERS KAYAK SHOP, LLC

Date: _____

By: _____
DANIEL J. ARBUCKLE, Owner

APPROVED AS TO FORM:
D. Stephen Schwabauer, City Attorney

By: _____
JANICE D. MAGDICH
Deputy City Attorney 

- Attachment A - Site Map
- Attachment B – Non-Motorized Boat Concession Requirements
- Attachment C - Operating Plan

Exhibit A



Lodi Lake

N Loma Dr

W Turner Rd

W Turner Rd

W Turner Rd

Boat House



EXHIBIT B
Non-Motorized Boat Concession Requirements

The following requirements are subject to revision at any time by the CITY:

A commercial non-motorized boat operator issued a Concession by the CITY shall maintain continual adherence to all terms and conditions included herein and all applicable laws and shall take the necessary safety precautions to ensure that the public and beach are protected.

1. Mokelumne River and Safety

Concessionaire must check the Department of Water Resources, California Data Exchange Center each day for Camanche Reservoir outflows (http://cdec.water.ca.gov/river/res_CMN.html) . Concessionaire must provide information to clients of daily conditions and/or hazards and the dangers inherent in kayaking, paddle boarding or other non-motorized boating in Lodi Lake and the Mokelumne River. Concessionaire and its employees, agents and/or affiliates must adhere to all directions provided by lifeguards, other representatives of the CITY of Lodi, or any other officer with authority to enforce local, state or federal law. In the case of disputes, supervisory personnel may be summoned, but the decision of lifeguards regarding any particular matter on a given day is final.

City staff reserves the right to close the Boat House, dock, kayak launch and/or terminate any boat tours and/or rentals based on safety considerations.

2. Identifying Markers

Concessionaire (owner), its employees and/or agents must be readily identifiable, a company shirt or rash guard with a logo in clear view, as authorized employees and/or agents of the company. All non-motorized boats used in Concessionaire's commercial operations shall be marked with the name or logo of the licensee's and an individual, non-duplicated number. The markings shall be plainly visible and legible from a distance of fifty (50) feet.

3. Concession Site/Location

All business transactions must be conducted within Concessionaire's storefront address or the Lodi Lake Park Boat House. Concessionaire will meet tour participants inside of store or in the area designated by the CITY. Concessionaire's violation of this provision shall be considered a breach of this Permit and may be cause for termination.

4. Boat Launch/Operator Vehicles

Concessionaire's vehicles and trailers used for the transport and delivery of non-motorized boats and/or equipment, utilizing the Lodi Lake dock or kayak launch:

Must possess current registration, and drivers a valid California driver's license.

Vehicles and trailers must be clearly marked with the company's name by either permanent or magnetic signs, and plainly visible and legible from a distance of one hundred (100) feet.

The boat launch area must be kept clear at all times. Boats must not be left in a position that obstructs free use of the launch area.

5. Concession Site - Regulations

All outfitting and rigging of non-motorized boats and training of clients will be conducted on dry land at a designated site. The boat launch area must be kept clear at all times. Non-motorized boats and equipment must not be left in a position that obstructs free use of the kayak launch area.

6. Maximum number of tour participants/ Student to instructor ratios

Kayak tours will never exceed twelve (12) kayaks total (ten (10) client kayaks and two (2) kayak guide kayaks), and must adhere to the following criteria:

One (1) kayak guide for every five (5) client kayaks, should a kayak tour exceed five (5) client kayaks an additional kayak guide will be required.

Ratio of clients to kayak guides will never exceed ten (10) clients to one (1) kayak guide (10:1), regardless of the number of kayaks.

7. Water Activity Zones

Kayak tours will adhere to Boating/Waterways laws.

8. Equipment:

At least one (1) kayak guide must have a cell phone for emergency purposes. Concessionaire shall maintain all non-motorized boats and operational equipment in sound working order and condition. Rental boats may not be deposited at the designated rental storage area prior to 7 a.m. and must be removed before 8:30 p.m.

The concessionaire must provide an employee to monitor the rental kayak storage area at all times during operation.

Non-motorized boat storage area will be maintained in a neat and orderly manner at all times. Rental boats and equipment will be stored in a manner as to not to impede any and/or all other activities within the Boat House or adjoining dock.

9. Waivers

The Concessionaire must have on file a signed waiver from each participant, or their legal guardian if under 18 years of age, which holds the CITY, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on the CITY beach which arise from or are in any manner connected with the services provided to the participants under this Agreement.

10. Safety Precautions/Emergency Response Plan

Concessionaire must maintain a record of the client's name, local contact number and boat identification number to aid with locating the client should they go missing.

Rental kayak clients shall be provided with a waterproof map of the adjacent water area, clearly depicting the Mokelumne River from the Woodbridge Dam to Highway 99, known hazards and off-limits areas.

Concessionaire must make clients aware of know hazards and off-limits areas, preferably by referencing the provided map, and that any violations may result in a citation and/or injury.

Concessionaire shall provide a properly fitting U.S. Coast Guard approved Type II or Type III personal flotation device to each client.

If a client reports an injury to licensee or the Concessionaire is aware of an injury or accident that requires medical services and the injury occurs during the performance of a licensee's services from launch to return, in addition to alerting the local emergency services the licensee shall file an accident report with the manager.

Concessionaire shall keep a file on record of all accident reports for three (3) years after each event.

11. Minimum Requirements for Guides

Must be at least eighteen (18) years old.

All non-motorized boat guides are responsible for completing and maintaining the minimum qualifications as outlined:

A valid Basic First Aid certification from the American Red Cross or the equivalent.

A valid CPR certification by either the American Red Cross as a Professional Rescuer or American Heart Association as a Healthcare Provider or the equivalent.

A valid Canoeing Safety Test star rating certification from the British Canoe Union.

Supervise and instruct clients and be capable of giving a suitable orientation talk to all clients in his or her boat on relative subjects which may include, but not limited to, overall safety, personal flotation devices, emergency signaling devices, paddling/maneuvering skills.

Possess a general knowledge of emergency access and evacuation routes, and summon and assist, when requested, any emergency response personnel.

Concessionaire may request variations from the kayak guide qualifications set forth in this section. Requests for variations must be made in writing to the Park and Recreation Department and the request shall substantiate that the variation does not reduce the intent of the qualification set forth in this rule. Documents relating to the requirements of this section shall be kept at the Concessionaire's storefront for inspection by the manager or representative.

Keeping patrons safe while engaged in non-motorized boat tours and rentals will be the highest priority of the operator. Should the manager or representative, Lodi Parks, Recreation & Cultural Services staff or other official CITY personnel find violations or a pattern of violations of any requirement of this permit then a "Violation of Permit/Safety Notice" will be issued.

12. Violations/Safety Notice

The CITY reserves the right to perform inspections and/or reviews with or without advanced notice. These inspections and/or reviews may be for any or all aspects related to the Concession Agreement and its exhibits, including but not limited to certificates and qualifications of tour guides; other safety issues; records pertaining to renters. Violation of any aspect of the Concession Agreement may result in suspension or revocation of the Agreement. With regard to safety, the CITY or any other officer with authority to enforce local, state or federal law, has the right to terminate any tour or individual kayak rental if there is a violation of safety requirements.

As a guideline, when a licensee or licensee's agent is issued a "Violation of Permit/Safety Notice" or convicted for any violation related to their non-motorized boat operations, in addition to any penalty assessed by the courts, the following actions will occur:

First Notice or conviction in a one year period - no additional action taken against the licensee or licensee's agent

Additional notices or convictions shall be evaluated by the CITY for an appropriate and reasonable sanction, up to and including suspension or revocation of the permit.

Third Notice or conviction in a one (1) year period - the licensee's permit may be revoked.

13. Non-Motorized Boat rentals -- additional stipulations for weekends during the peak summer season

In addition to designated tours, each licensee will be permitted to rent no more than twenty (20) kayaks to other individuals (non-tour) at any one time.

14. Additional Concession Stipulations

Concessionaire must have a valid license to do business within the City of Lodi, as well as a storefront, as stated in the Agreement, where business will be conducted.

EXHIBIT C



TECHNICAL PROPOSAL

FOR

NON-MOTORIZED BOATING CONCESSIONS

AT

LODI LAKE PARK BOAT HOUSE

SUBMITTED TO

CITY OF LODI

PARKS, RECREATION & CULTURAL SERVICES DEPT.

125 N. STOCKTON STREET

LODI, CA 94240

ATTENTION: TERRI LOVELL

ON

NOVEMBER 14, 2013

INTRODUCTION

Headwaters Kayak Shop was started in Lodi, California in 2010. We are a customer-centered shop and are striving to make kayaking more accessible for everyone in the central valley and beyond. The business is currently located at 847 North Cluff Avenue, Suite A-6, Lodi, California.

We provide customers with quality merchandise and most importantly, the expert instruction and skill that they will need to get the most out of their investments and their experiences on the water. We strive to meet each customer wherever they are in their skill set and help them advance to achieve the goals that they have set for themselves.

Headwaters Kayak maintains local, courteous, and well-trained staff with experience on the local water ways. Groups like the Sand Hill Crane Festival, Boy Scouts of America, and Hero's on the Water call Headwaters Kayak year after year for professional and safe tours.

This proposal is intended to present Headwaters Kayak's operational and technical procedures for operating the Lodi Lake Park Boat House, located at 1101 West Turner Road in Lodi, California, for a period of one year with two one-year renewal options beginning April 1, 2014 and continuing through March 31, 2015.

Understanding the City's current arrangement, the current boat house location, and the condition of the existing non-motorized boat fleet, consideration has been given to each item from a technical standpoint in this proposal and each item – in addition to those requested in the City's request for proposal (RFP) – is addressed hereafter. In addition, reviewers will find Headwaters Kayak's marketing approach included as well.

A pricing proposal has been submitted alongside this technical proposal to the City Of Lodi Parks, Recreation & Cultural Services Department at 125 North Stockton Street, Lodi, California with attention to Terri Lovell.

This technical proposal has been formatted in sections as follows:

- Exhibit 'E', Technical Proposal Form from the City RFP
- Proposed Agreement Term
- Description of Proposed Operations
- Resume & Summary of Experience
- References – Business, Banking, Customer
- Employee Qualifications
- Emergency Response Plan
- Community Service

Exhibit E

Technical Proposal

Technical Proposal – RFP Non-Motorized Boat Concession

Lodi Lake Park Boat House Concession

This form and accompanying materials must be completed and placed in a separate sealed envelope marked Technical Proposal – RFP Non-Motorized Boat Concession

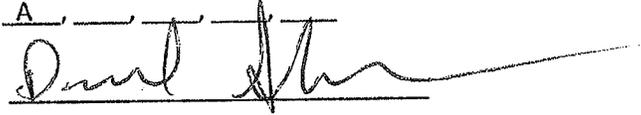
Name of Firm or Individual Submitting Proposal: Headwaters Kayak
(Please Print Clearly)

Address: 847 North Cluff Avenue
Suite A-6
Lodi, California 95240

Telephone / FAX #: (209) 224-8367 / (209)224-8451

E-mail Address: HeadwatersKayak@gmail.com

Proposer acknowledges the following Addendum: A

Signature of Non-Motorized Boat Management Firm: 

Name of Non-Motorized Boat Management Firm: Headwaters Kayak

Date: 11/14/13

END OF SECTION

PROPOSED AGREEMENT TERM

This proposal is for an agreement term of one year beginning on April 1, 2014 and ending on March 31, 2015 with two one-year renewal options.

DESCRIPTION OF PROPOSED OPERATIONS

Fleet size and makeup

Headwaters Kayak shall maintain the following fleet:

- 15 single kayaks and associated paddles
- 5 tandem kayaks and associated paddles
- 2 canoes and associated paddles
- 15 standup pedal boards and associated paddles
- 4 Pedal Boats
- 45 type III life preservers (3 infant, 7 youth small, 7 youth large, 10 adult small/medium, 10 adult large/extra-large, 8 universal plus)

The fleet and equipment shall be adjusted as needed to support needs of the Boat House at the discretion of Headwaters Kayak in agreement with the City.

Operating Days & Hours of Operation

The Boat House days and hours of operation will vary based on weather conditions, lake conditions, and customer demand. It is understood that during special events closing Lodi Lake Park to the public may impact days and/or hours of operation.

Spring Season for the purpose of this proposal shall be considered to be April 1st through Memorial Day. During this season the Boat House shall be open Saturdays and Sundays 11:00am-6:00pm.

Summer Season for the purpose of this proposal shall be considered to be within the holidays Memorial Day and Labor Day. During this season the Boat House shall be open and operating Wednesday through Friday and on Mondays that are holidays 11:00am-6:00pm, Saturdays and Sundays 11:00-7:00pm.

Fall Season for the purpose of this proposal shall be considered to be Labor Day through October 15th. During this season the Boat House shall be open Saturdays and Sundays 11:00am-6:00pm.

Headwaters Kayak reserves the right to modify the above schedule based on client demand. For example, if it is found during the summer season operating hours that there is higher

demand for rentals than is being accommodated with the above schedule, Headwaters Kayak will adjust the schedule to address the needs of the clientele. Conversely, if it is found that demand is not high enough to warrant being open both days of the weekend during the fall season, Headwaters Kayak will adjust the operating schedule at its own discretion.

Proposed Rental Fee Schedule

Headwaters Kayak will implement this fee schedule for the term of this agreement and shall be allowed to revisit this schedule prior to entering each of the one-year renewal options.

All prices listed below include vessel, personal floatation device(s), and paddle(s):

GUIDED TOURS

- Basic Bi-weekly Tour \$25 per person
 - Children under 10 years old free with accompanying paid adult
 - Free for those with their own equipment

INDIVIDUAL RENTALS

	Hourly	Half Day	Full Day
Basic Single Kayak	\$10	\$25	\$40
Premium Single Kayak	\$15	\$30	\$45
Tandem Kayak	\$20	\$40	\$65
Canoe	\$25	\$45	\$70
Stand-Up Paddle Board	\$10	\$25	\$40
Pedal Boat (Lake only)	\$20	\$40	\$65

Upon approval of the transaction, clients will be handed first and foremost an appropriately fitting type III personal floatation device, then an appropriate paddle, and finally will be shown to their vessel. If assistance with launching is needed, it will be provided by the employee.

Guided Tours

Guided tours will be offered from the Boat House once during the week and once during the weekend, and will last approximately two hours. Weekday tours will be offered in the evening, departing from the Boat House at a point in time that will allow tours to be off of the water at least 15 minutes prior to sunset. Weekend tours will be offered in the mornings. Regularly scheduled tours will consist of a minimum of four clients and a maximum of thirty clients. The client-to-guide ratio shall be ten clients to one guide. For example, a single guide will accommodate up to ten clients. A tour of eleven clients will be accompanied by two guides; one lead, one assistant. The ratio is based on clients, not vessels.

Headwaters Kayak will offer the above tours at a minimum, and will increase the offering of tours at its own discretion based on volume and client demand.

Special guided tours will be sold from Headwaters Kayak's storefront on Cluff Avenue that include but are not limited to personal guided tours, corporate tours, and other special events. The client-to-guide ratio mentioned above will not apply to special guided tours sold from Headwaters Kayak's storefront.

During guided tours, clients will be educated on the following aspects of Lodi Lake and the Mokelumne River:

- Water fowl
- Fish inhabitants and annual salmon run
- Mokelumne River point of origination
- Mokelumne River support of agriculture, Woodbridge Irrigation District
- Lodi Lake and Lodi Lake Special Events (July 4th Celebration, Wine Stroll)

Tours will begin with a 10-minute presentation on safety, proper use of equipment, and the tour's planned route from departure of the Boat House dock to the return of the same. Clients will be instructed on basic paddling stroke, technique and skills.

Individual Non-Motorized Boat & Stand-Up Paddle Board Rentals

Vessels will be available for individual non-guided rental during the regular operating hours mentioned above. The maximum number of rented vessels will coincide with the number of employees on-hand at any given time. The ratio of employees to rented vessels will be one employee to twenty rented vessels. Employees on-hand will include tour guides that may or may not be currently guiding a tour.

Prior to rental, clients will be presented a map of the waterway showing access boundaries for the period of their rental. After verbally acknowledging the geographical limits of their rental, clients will be presented with a standard waiver and release of liability which will indemnify and hold harmless the City (as well as its agents and affiliates) and Headwaters Kayak for any incident related to misuse or neglect of Headwaters Kayak equipment or instruction. The waiver will furthermore identify common obstructions and hazards found on waterways and will warn clients of such. Prior to putting into effect the waiver, Headwaters Kayak will submit a sample waiver and release of liability form to the City Attorney's office for review and comment or approval. The waiver will not be implemented until approval from the City Attorney has been received.

After signing the abovementioned waiver, a brief presentation on boating safety and common hazards will be delivered to clients. A more detailed explanation of a pre-tour presentation is provided later in this proposal. Following the presentation, clients will be given the opportunity to ask questions of employees.

Once the boundaries have been set, the waiver has been signed, and the safety presentation has been delivered to clients, rental fees based on the fee schedule below will be collected in the form of cash, debit, or credit.

Retail Products

In addition to non-motorized boat rentals, Headwaters Kayak will offer goods for retail sale that pertain to non-motorized boating and general use of the lake. Making items available such as, but not limited to, bottled water, dry bags, sunscreen, and lip balm will enhance the experience of rental clientele and will also provide a resource for those using the beach or park area.

MOKELUMNE RIVER AND SAFETY

Prior to opening, the current condition of Lodi Lake and the Mokelumne River will be assessed by a managing member of Headwaters Kayak by both personal review and internet research. A managing member will then post current conditions on a clearly visible sign located at the Boat House and at its storefront notifying clients of the conditions. Headwaters Kayak and associated staff members agree to adhere to directions from lifeguards, the City, and local, state, or federal law enforcement. In addition, Headwaters Kayak and the City will reserve the right to cancel any rentals or tours if conditions are deemed by either party to be unsafe for clients. Fees that have been accepted for tours canceled due to conditions will be fully refunded to clients.

IDENTIFYING MARKERS

All employees associated with rentals and tours will be identifiable by means of matching apparel and personal floatation devices that will clearly show a difference between employees and clients. The clothing will be marked 'STAFF', 'HEADWATERS', or other verbiage that identifies employees as a point of contact for Headwaters Kayak.

All non-motorized vessels will be identified with Headwaters Kayak's logo or name as well as an individual identifying marker. Identifiers will be maintained in good condition and will be plainly visible from a distance of 50 feet.

CONCESSION SITE/LOCATION

Business transactions as they relate to guided tours will originate from the Boat House, Headwaters Kayak's storefront. Tour participants shall meet Headwaters' staff at the Boat House or at Headwaters Kayak's store. All orientation training will occur at Headwaters Kayak's storefront and/or at the training area designated by the City of Lodi.

BOAT LAUNCH/OPERATING VEHICLES

Vehicles and/or trailers transporting boats and equipment will be current on registration and insurance, as well as operated by licensed and insured drivers. Vehicles will be clearly identified and recognizable as vehicles of Headwaters Kayak by means of markings that are identifiable from a distance of 100 feet.

Launch areas will be kept clear at all times, and non-motorized vessels will not be left in a position that obstructs free use of the launch area.

CONCESSION SITE-REGULATIONS

Outfitting and rigging of non-motorized boats and training of clients will occur on the boat dock or at a location near to the Boat House. Launch areas, as mentioned above, will be maintained in an open and clear condition and will be kept clean at all times.

ADHERANCE TO LAWS, REGULATIONS

Operations will abide by local, state, and federal law and regulations. In the event that regulations are conflicting, the most restrictive regulations shall govern. In addition, operations will be in accordance with this proposal and the terms of the agreement with the City.

EQUIPMENT

All non-motorized boats shall be kept clean, well-maintained, and in working order. The equipment will be up-to-date and current. Rental fleet shall be managed within park operating hours. The Boathouse will be staffed appropriately during hours of operation as stated above. Equipment will be stored in an orderly fashion as to facilitate other activities in the Boat House and/or dock.

WAIVERS

As mentioned above, Headwaters Kayak will collect waivers from each participant (or legal guardian if participant is under the age of 18 years) of individual rentals and/or guided tours that indemnifies and holds harmless the City of Lodi and its agents, officers, and employees from any damages resulting from the activities of Headwaters Kayak operations as detailed in this proposal. Waiver will additionally include a photograph release to permit sharing of photos taken on tours, individual rentals, and the like on social media and other marketing media. Waivers shall be kept on file and available for review.

SAFETY PRECAUTIONS/EMERGENCY RESPONSE PLAN

A log will be maintained for each individual rental and guided tour of each client's name, emergency contact name and phone number, and identification number of the non-motorized vessel they are assigned to. As stated above, prior to individual rentals and guided tours clients will be informed of lake and river conditions as well as advised of hazards and boundaries. Clients will be made aware that failure to comply may result in termination of tour/rental, citation, injury, and/or death.

As mentioned above, each client will be fitted with the appropriate U.S. Coastguard approved Type III personal floatation device. Clients will be advised to wear the personal floatation device properly at all times while on the water, and will be made aware that failure to comply may result in termination of tour/rental, citation, injury, and/or death. Any client refusing to use personal floatation device properly will be refused service.

Accidents and/or injuries that occur during any of the services provided shall be handled in accordance with our Emergency Policy & Procedure (see below). The injured party will be returned to the Boat House if possible, or to land, and Emergency Medical Services will be called. Headwaters Kayak owner(s) will be notified as will the City as soon as safety allows. An Accident Report will be completed, kept on file for a minimum of 3 years, and a copy will be given to the City.

MINIMUM REQUIREMENTS FOR GUIDES

Client safety is the top priority while providing guided tours and individual rentals on Lodi Lake and on the Mokelumne River. Therefore the staff will be held to the following minimum qualifications:

- 18 years of age or older

- Current Basic First Aid certified or equivalent
- Current CPR certified as a Professional Rescuer/Healthcare Provider or equivalent
- Knowledgeable of basic paddle strokes, rescues, overall safety, personal floatation device fitting, emergency signals, Lodi Lake, the Mokelumne River, water safety, and about all equipment being used
- Capable to teach clients information including but not limited to: basic paddling skills, emergency responses, overall safety, personal floatation devices, important information about the lake and river including hazards and boundary waters
- Possess understanding of Headwaters Safety/Emergency Policy & Procedures, including but not limited to: evacuation routes, when to activate emergency medical services, and provide first aid and CPR as trained
- Exceptional communication skills, public relations skills, and problem solving skills

Headwaters Kayak may request variations from the non-motorized guide qualifications set forth in writing to the Parks, Recreation, and Culture Services Director. The request shall substantiate that the variation does not reduce the intent of the qualification set forth in this rule.

Documents and/or copies of certificates to support the above requirements will be kept in the Boat House and/or the Headwaters Kayak storefront, available for review.

VIOLATIONS/SAFETY NOTICE

It is understood that the City has the right to perform inspections and/or reviews with or without advanced notification. These inspections and/or reviews may be for any or all aspects related to the Concession Agreement and its Exhibits. Violations of an aspect of the Concession Agreement may result in suspension or revocation of the Agreement. The City or any local, state, or federal law enforcement officer has the right to terminate any individual rental or tour if a violation of safety requirements is discovered.

It is understood that a "Violation of Permit/Safety Notice" will be issued, if at any time, violations or a pattern of violations of any requirement of this permit are found.

As a guideline, when a licensee or licensee's agent is issued a "Violation of Permit/Safety Notice" or convicted for any violation related to their non-motorized boat operations, in addition to any penalty assessed by the courts, the following actions will occur:

- First Notice or conviction in a one year period - no additional action taken against the licensee or licensee's agent
- Additional notices or convictions shall be evaluated by the CITY for an appropriate and reasonable sanction, up to and including suspension or revocation of the permit.
- Third Notice or conviction in a one (1) year period - the licensee's permit may be revoked.

ADDITIONAL CONCESSION STIPULATIONS

Headwaters Kayak will maintain a valid business license for the City of Lodi as well as the storefront to conduct business as stated in the Agreement.

NOTIFICATION REQUIREMENTS

Headwaters Kayak will notify the City in a timely manner of any repair and/or safety issues with the Boat House and/or the adjacent dock.

Community Impact & Boat House Utilization

Headwaters Kayak strives to serve the local community. By partnering with local businesses Headwaters Kayak offers multidimensional tours that display what Lodi has to offer. Tours such as these will be advertised at places such as local hotels, bed and breakfasts, Lodi Wine and Visitors Center, where tourists can learn of services available at the Lodi Lake Boat House.

Headwaters Kayak looks forward to coordinating some events at the Boat House to draw in customers from Lodi and surrounding areas. Some of the ideas are as follows; each would allow opportunity for local businesses to participate:

- *Annual Lodi Lake Boat House Pre-Season Kick-Off:* A demo day where rentals would be staged along the Lodi Lake Beach so that clients could try out and be educated on the equipment. Music, food, and industry Vendors and local businesses, would be invited to set up booths for additional demonstrations, education, and fun.
- *Triathlon:* Bicycle, Run, Kayak event could attract visitors from many facets and locations increasing exposure of Lodi Lake. Vendors and local businesses would be invited to set up booths for additional demonstrations, education, and fun. Proceeds from an event such as this could be donated towards a local charity.
- *Kayak/Surf-Ski Races:* Qualified entrants race a designated course established on Lodi Lake, attracting participants and spectators from all over Northern California and beyond. Vendors and local businesses would be invited to set up booths.

Individual rentals, events, and tours will attract traffic to Lodi Lake Park, increasing revenue from park entrance fees. Clients will be expected to park within parking lot parameters and to follow park speed limits as posted to respect other park-goers. Employees of Headwaters Kayak are encouraged to use alternative transportation in an effort to decrease impact on traffic and

the environment. However, employees will not be required to park offsite or to be dropped off. Rather, they will be allowed to park a vehicle similarly to other standard places of employment.

The Boat House space will be reserved for Headwaters Kayak and City of Lodi staff members and storage of equipment. Headwaters Kayak understands that City of Lodi employees will have access to the Boat House as needed where their motorized boats are stored. Typically clients will not be entering the Boat House space. Payment and waiver details will be taken care of through the roll-up window near the South-East corner of the Boat-House. Staff will then walk with clients down the ramp to the dock where client instructions will be given and clients will be assisted into assigned vessel.

Equipment storage will be similar to current storage, additional storage for stand-up paddle boards, canoes, and pedal boats will be found through reconfiguration. Stand-up paddle board storage racks will be added along the South wall between the large roll-up door and the man door. We will use the fenced storage area on the west side of the building for larger equipment like pedal boats and canoes. A wheeled kayak rack will hold additional rental kayaks, and will be rolled out the large roll-up door in the morning and will be stored back inside the boat house at night. Any additional equipment needed to run the boat house will be brought in from our storefront location on Cluff Avenue and will be transported out at the end of the day. All equipment storage will remain within the Boat House and/or fenced in storage area on the West side of the Boat House, unless Headwaters Kayak and the City of Lodi come to another agreement.

Marketing Plan

Over the past three years that Headwaters Kayak credits social media to be the key to our substantial growth and we plan to continue to utilize it for future marketing. Social media including Facebook, Twitter, Instagram, Meet-Up, Blogger, and YouTube are currently being used for Headwaters Kayak. Some of Headwaters Kayak social media statistics are: Facebook having over 1,500 fans, Blogger gets approximately 30,000 hits per year, the Lodi Paddle Club Meet-Up Group currently has over 360 active members. Effectively utilizing these tools leads to establishing and growing a community that stays involved, keeping their attention by allowing Headwaters Kayak to remain relevant.

Facebook allows for daily posts, photos, surveys and to advertise events. Twitter and Instagram allow short news blurbs and photos to be shared with people who may or may not be followers; by tagging posts with #LodiLake or #Mokelumneriver, people looking for things to do in Lodi will see our posts and become aware of our services. Meet-Up is a place where Lodi Paddle Club members can see tours planned by Headwaters Kayak, they can RSVP, ask questions, and invite

friends. Blogger is where trip reports, photos, and reviews are posted, it will often come up in Google searches, so someone looking for kayaking Lodi or for kayak fishing for instance will be directed to our Blogger site. YouTube is utilized by the Headwaters to make video tutorials on new products and summaries of tours highlighting the local waterways.

Traditional forms of marketing will also continue to be utilized by Headwaters Kayak. High-quality business cards and pamphlets will be available at key local shops, hotels, visitor's centers highlighting services and the beauty of Lodi Lake and Mokelumne River. Participation in local events such as the Lodi Street Faire helps to gain publicity. Donations to local fundraisers increase exposure, especially gift certificates for tours allowing the recipient to experience our services. Word-of-mouth and customer recommendations have proved to be most powerful in generating business, which is one of the many reasons we work very hard to ensure customers get more than what they expect. Currently Headwaters Kayak is working with an outside firm to rebuild the website with a goal of tying all avenues of social media into one home. These changes will drive traffic to our online location and give tourist a way to learn about paddling the Mokelumne River. The new website would have a sub page to promote the Lodi Lake Boat House rentals and Mokelumne river tours. Additionally Headwaters Kayak would like to work with local hotels and/or restaurants to offer exclusive deals for trips out of the Boat House and meals or discounted rates for hotel guests.

RESUME & SUMMARY OF PROPOSER'S EXPERIENCE

DANIEL JAMES ARBUCKLE, PROPRIETOR

847 North Cluff Avenue, Suite A-6, Lodi, CA 95240 | (209)224-8367 | HeadwatersKayak@gmail.com

Summary

Innovative customer service professional with over seven years in the kayak, canoe, and stand-up paddle board field, specializing in rentals, guided tours, customer education and sales. Proficient in social media marketing to foster customer awareness and increased business. Offering a unique combination of passionate, experienced kayaker and successful entrepreneur to create the ability to offer desired services while growing a prosperous business. A Native Lodian who is vested in the local community who has unrivaled experience with Lodi Lake and the Mokelumne River.

Professional Experience

November 2010-Present

*Headwaters Kayak, Proprietor
Lodi, CA*

- Plan, organize, and advertise sales, trips, classes, and tours
- Supervise and train quality staff, knowledgeable and skilled instructors/guides
- Maintain current rental/demonstration fleet to ensure each client has access to the best equipment to meet their individual needs
- Daily management of inventory, bills, customer relations
- Educate customers on equipment, paddling technique and skills

February 2009-October 2010

*Penguin Paddlers, Store Manager
Rocklin, CA*

- Managed all aspects of business for absentee owner, 175 miles away
- Handled all customer relation issues in a gracious manner and in accordance with company policy
- Conducted point of sales transactions, opening and closing procedures
- Preserved perfect attendance record

July 2006-November 2007

*Sierra Adventure Outfitters, Store Manager
Lodi, CA*

- Educated customers on equipment, paddling technique and skills
- Coordinated and guided tours of the Mokelumne River weekly of up to 30 customers
- Conducted point of sales transactions, opening and closing procedures
- Taught kayak Eskimo roll classes at Hutchins Street Square Pool

Achievements & Qualifications

- 2013 Number one retail store for Eddyline Kayak sales in the United States
- 2010-2013 Instructor for the Golden Gate Sea Kayak Symposium
- 2008-Present Swift Water Rescue Certified
- 2007-Present Lodi Paddle Club co-founder, member, support person; currently 360+ members

REFERENCES

Business References

Sean Morley, President of the California Paddle Sports Council

Ethan Ebersold, West Coast Sales Representative for Eddyline Kayaks, Emotion Kayaks, & Bending Branches Paddles

Dan Crandall, Owner of The River Store & Current Adventures Kayak School

Kim Grandfield, Owner of Sunrise Mountain Sports

Business & Credit References

Tom & Lisa Derrer, Owners of Eddyline Kayaks

Sterling Donaldson, Owner of Sterlings Kayaks

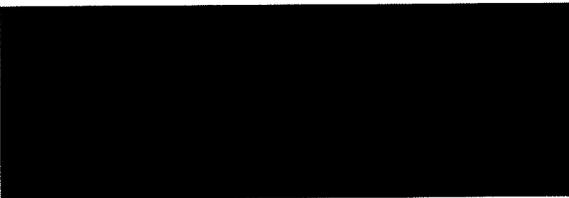
Margaret Jensen, Customer Service Team Leader, Bending Branches, LLC

Client References

Mamie Starr, Tour Sub-Committee Co-Chair
Lodi Sand Hill Crane Festival

James Jones, Senior Assistant Scoutmaster, Boy Scouts of America Troop 199

Bank Reference



SUMMARY OF EMPLOYEES' QUALIFICATIONS

Headwaters Kayak strives to maintain well trained, hard working, and courteous staff members. Qualifications required by any potential staff member of the Boat House and thus Headwaters Kayak are as follows but not limited to:

- Strong swimming skills
- Fundamental knowledge of kayaks, canoes, stand-up paddle boards and the like
- Intermediate to advanced knowledge of paddling skills, rescues, and water safety
- Exceptional customer service and people skills
- Honest, detail-oriented, self-motivated, courteous, and active

A potential Boat House Manager has been chosen, has been made aware of the impending opportunity and is in agreement. William Beckett has been a member of the Headwaters Kayak Fishing Team since 2011. He is currently transitioning from his position at Cramer Fish Sciences to Full-Time Headwaters Kayak Staff. He is an avid outdoorsman with extensive knowledge of environmental science and wildlife, managerial experience, and customer service skills. Please find his current resume below. If he does not fulfill this position, an employee with similar qualifications as noted above will be sought out.

WILLIAM BECKETT

Education

Bachelor's Degree in Wildlife Fisheries and Conservation; Specialized in Wildlife Biology
Graduated 12-17-06 University of California, Davis Davis, CA

Professional Experience

Cramer Fish Sciences Technician

Current Position

Supervisor: Clark Watry (209) 614-4072

Identify all common fish that occur in the central valley. Developed protocol. Trained other employees. Followed protocols to conduct mammal and avian surveys.

Department of Fish and Game Scientific Aid

10-01-06 to 4-01-10

Supervisor: Jason Dubois (209) 932-2395

Tagged, assessed, collected samples, and tracked multiple species of fish. Acted as field lead. Collected vitals data from tranquilized tule elk. Contacted private land management program participants. Answered calls from the public.

California Waterfowl Survey Technician

4-01-08 to 10-16-08

Supervisor: Jake Messerli (916) 648-1406 ext.125

Conducted elevation surveys with a Trimble GPS system to generate a topographic map. Ensured that grades at construction sites met plan specifications. Trained other employees.

Professional Dog Trainer (Self-employed)

3-01-07 to 3-31-08

Facilitated proper canine behavior in a one-on-one environment. Taught owners skills necessary to achieve alpha status.

CWA Youth Educator

4-01-06 to 7-21-06

Supervisor: George Oberstadt (916) 648-1406 ext. 142

Presented waterfowl identification techniques at youth hunter education camps. Conducted orienteering workshops.

City of Davis Summer Camp Nature Educator

6-01-05 to 9-01-05

Gave presentations to elementary school aged children about different animals. Led group trail tours identifying animals, teaching them the identification characteristics and habits of each.

Wildlife Biology Intern

6-01-04 to 9-1-04

Supervisor: Barbara Larson (925) 294-2567

Monitored nesting birds in riparian and grassland areas. Monitored for mammals with motion activated trail cameras, performed night surveys. Conducted surveys per USFWS protocol

Volunteer Experience

California Waterfowl Association Volunteer

1-01-06 to Present - Performed conservation and wildlife identification presentations at youth hunter education camps. Assisted a Biologist in banding Northern Pintails using rocket nets.

Entomology Intern

7-21-06 to 9-01-06 - Captured and prepared specimens. Classified the beetles using an insect dichotomous key.

USGS Volunteer

5-01-06 to 7-21-06 - Counted, noted data, banded, and collected samples of various birds. Sorted and organized data.

Wood Duck Intern

4-01-05 to 6-17-05 and 4-01-06 to 6-17-06 - Worked on Wood Duck research project. Monitored Wood Duck traps, conducted behavior studies in the field, and monitored nest boxes. Led a field crew. Surveyed raptors and owls to determine their density.

East Bay Regional Parks Wildlife Volunteer

9-01-01 to 9-01-04 - Volunteered for habitat restoration. Performed nesting bird surveys by birdsong. Conducted research. Trapped, tattooed, measured, and collected data of lizards and small mammals prior to releasing them.

EMERGENCY RESPONSE PLAN

Objective: To provide the safest environment possible for customers and staff by being prepared and trained to act quickly during an emergency.

Notify owner(s) of any safety concerns or emergencies as soon as safety is established:
Dan Arbuckle (530) 351-4572 and/or Ashlie Arbuckle (209) 482-3132

SAFETY GUIDELINES

1. Instructors/Guides Qualifications:

- CPR for the Professional Rescuer/Healthcare Provider certified
- First Aid certified
- Strong swimmer
- Experienced kayaker
- Knowledgeable and skilled in rescues
- Familiar with waterways being paddled

2. Instructors/Guides will carry on their person/kayak during all trips, classes, and events at a minimum:

- Personal Floatation Device (PFD)*
- Cell phone in a dry case
- Whistle
- Knife
- Tow Line
- First Aid Kit

3. Pre-Trip Procedure for Rentals, Tours, and/or Classes

- Allow customer to read waiver and ask questions prior to signing waiver
- Ask customer to disclose any physical and/or health conditions relevant
- Enter into log: customer name, emergency name and contact info, boat identification number
- Collect fees due
- Fit customer in appropriate Personal Floatation Device (PFD)*
- Basic paddling instructions
- Orient customer to water where paddling including boundaries of off-limit areas, any potential hazards, and point of turn around if applicable
- Complete Customer safety presentation (See 3A)
- Fit customer to kayak

Count and note number of customers on the trip
Count customers at any stop, at turn around, and at end of the trip

A. Customer safety presentation guidelines:

In case of emergency blow whistle to notify instructor/guide
Get to land as quickly as possible or idle in position whichever provide more safety in the given situation
Call for help if able

*All PFDs shall be U.S. Coast Guard approved and shall have whistle attached to be used in an emergency. All customers shall be required to wear PFD at all times while in the on the water.

EMERGENCY GUIDELINES

1. Medical Emergency and/or Injury Plan

Only trained responders should provide first aid and/or CPR assistance.

Contact Emergency Services by calling 9-1-1 and provide the following information:

- Number and location of victim(s)
- Nature of injury or illness
- Hazards involved
- Nearest emergency access point
- Name of person reporting
- Telephone number for return call

Do not move the victim unless the victim's location is unsafe; if appropriate get victim(s) to land as soon as possible

Take "universal precautions" to prevent contact with body fluids and exposure to bloodborne pathogens.

Direct Emergency Response Team to victim(s)

Assist emergency personnel as directed

Complete an Accident Report** (see Exhibit A for preliminary draft)

**All accident reports shall be kept on file for a minimum of 3 years; A copy shall be provided to the City.

Exhibit A:

Headwaters Kayak Accident Report

Personnel Details

Name: _____ Contact Number _____

Address: _____

Incident Details

Date, location and time of accident:

Name and contact information of injured person(s):

Describe the incident in detail (Continue on the back of this form as needed):

Actions Taken

What actions have been taken?

Witness Details

List the name, contact number and address of witness(es):

All of the above facts are a true and accurate record of the accident.

Signature: _____ DATE: _____

**All accident reports shall be kept on file for a minimum of 3 years

COMMUNITY SERVICE (150 words)

Headwaters Kayak is dedicated to the Lodi community as demonstrated by volunteering time to Boys Scouts of America as Merit Badge Counselor for kayaking and canoeing, providing free use of kayaks during the Coastal Cleanup Day at Lodi Lake and on the Mokelumne River, as well as donating time, instruction and kayak use during Heroes on the Water events for wounded veterans. Also, donations have been given to several fundraisers including for Lodi schools, churches, and the Lodi Police Department K-9 Unit.

Headwaters Kayak hosts weekly tours of the Mokelumne River, free to those with their own equipment and children under 10. This tour includes a paddling lesson and a guided paddle.

We hope to expand our community service efforts in the future by providing low-cost or no-cost trips for youth in the Lodi Boys and Girls Club, discounted tours for senior citizens, and adaptive paddling for those with disabilities.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
LODI LAKE PARK BOAT HOUSE CONCESSION TO
HEADWATERS KAYAK SHOP OF LODI, AND FURTHER
AUTHORIZING THE PARKS, RECREATION AND
CULTURAL SERVICES DIRECTOR TO EXECUTE
CONCESSION AGREEMENT ON BEHALF OF THE CITY

=====

WHEREAS, the City has rented canoes, kayaks and pedal boats to visitors at Lodi Lake for many years; and

WHEREAS, the equipment is more than a decade old and, while functional, often fails to meet the expectations of our customers; and

WHEREAS, on September 3, 2013, the Recreation Commission endorsed issuing a Request for Proposal to determine if an outside concessionaire would be interested in operating the Boat House in a manner that would benefit the public and the Department; and

WHEREAS, Request for Proposals were issued on October 11, 2013, and received back on November 1, 2013. More than a dozen boating businesses were contacted to inform them of the opportunity; and

WHEREAS, two potential concessionaires expressed interest through their participation at Recreation Commission meetings and by attending a walk-through at the Boat House on October 28; and

WHEREAS, Lodi-based Headwaters Kayak Shop submitted the only proposal; and

WHEREAS, The Headwaters will provide the greater of 15% of gross revenue annually or payment of \$5,000 to the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the Lodi Lake Park Boat House Concession to The Headwaters Kayak Shop of Lodi; and

BE IT FURTHER RESOLVED, that the Parks, Recreation and Cultural Services Director is hereby authorized to execute the Concession Agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED, that the term of the Concession Agreement shall be for the period of one year, beginning April 1, 2014, with two one-year renewal options.

Dated: February 5, 2014

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I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 5, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Hutchins Street Square Kirst Hall Heating, Ventilation and Air Conditioning Replacement Project

MEETING DATE: February 5, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Hutchins Street Square Kirst Hall Heating, Ventilation and Air Conditioning Replacement project.

BACKGROUND INFORMATION: The contract was awarded to Division 515, of Gold River, in the amount of \$72,795, on April 3, 2013. The contract has been completed in substantial conformance with the specifications approved by City Council.

This project consisted of replacing three rooftop heating, ventilation and air conditioning (HVAC) units serving Kirst Hall at Hutchins Street Square. Two were 25-ton units that served Kirst Hall and one was a three-ton unit that served the Kirst Hall kitchen and bathroom areas. All units were over 20 years old and were failing.

The final cost of the project was \$74,166. The difference between the contract price and the final price is due to Change Order No. 1 (\$1,371) for labor overtime work completed at the request of facility staff.

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: The project will decrease maintenance and operating costs.

FUNDING AVAILABLE: This project was funded by Public Benefits Fund (164605) and General Fund Capital Outlay (121186).

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
cc: Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Influent Screening Study for the White Slough Water Pollution Control Facility with Carollo Engineers, Inc., of Sacramento (\$49,683)

MEETING DATE: February 5, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for influent screening study for the White Slough Water Pollution Control Facility with Carollo Engineers, Inc., of Sacramento, in the amount of \$49,683.

BACKGROUND INFORMATION: Screening of the wastewater entering the White Slough Water Pollution Control Facility (WSWPCF) is necessary to remove rags and other debris that can damage downstream treatment processes and equipment. Screening must be reliable and continuous to achieve the required performance and maintain regulatory compliance. The existing influent screens at WSWPCF, installed in 2007, have required significant ongoing maintenance and expense to keep in operation, have not performed reliably, and have experienced excessive downtime. The purpose of this study is to evaluate alternatives for replacement of these screens.

The study will specifically evaluate alternative screening technologies currently in use at other wastewater treatment facilities, including two-stage screening, and review alternative locations for the screening facilities and equipment. The goal of this project is to reduce long-term operation and maintenance costs and improve screening process performance. Capital funding of \$2 million is included in the wastewater financial model for FY14/15 to complete a project for replacement and possible relocation of the screening process. This study will determine the preferred alternative and provide an estimated construction cost for the project.

Staff recommends approval of the Professional Services Agreement with Carollo Engineers, Inc., for an influent screening study for WSWPCF in the amount of \$49,683.

FISCAL IMPACT: Funding for this project was budgeted in FY13/14

FUNDING AVAILABLE: Wastewater Plant - Professional Services (170403.7323)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director - Utilities
FWS/LP/pmf
cc: Karen Honer, Wastewater Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CAROLLO ENGINEERS, 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 an influent screening study for the White Slough Water Pollution Control Facility (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on February 20, 2014 and terminates upon the completion of the Scope of Services or on December 31, 2014, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Larry Parlin, Deputy PW Director - Utilities

To CONTRACTOR: Carollo Engineers, Inc.
 2880 Gateway Oaks Drive, Suite 300
 Sacramento, CA 95833
 Attn: Kathy Marks

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON
City Clerk

KONRADT BARTLAM
City Manager

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

CAROLLO ENGINEERS, INC.

By: _____


By: _____
Name:
Title:

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

Funding Source: 170403.7323
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\CarolloEngineers2014_WSWPCF

CA:rev.07.2013

SCOPE OF SERVICES

PURPOSE

Provide engineering services required for the evaluation of the existing two band screens and their associated screenings dewatering equipment. Identify alternatives for replacement of the screens, including prescreening with coarse screens, as well as alternative site locations. The services shall include the Engineer's services.

ENGINEER'S SERVICES

Task 1 – Kickoff Meeting

Attend a kickoff meeting with the City staff to discuss the goals, objectives, and schedule for the project. Prepare agenda and minutes for the kickoff meeting.

Task 2- Review Existing Data

Review the City's existing screening operation, document the City's concerns related to maintenance, loads, and operational issues.

Task 3 – Evaluate Existing Technologies/Site Visits

Evaluate current screening and compaction technologies and assist the City in determining the best value to the City. Conduct two (2) site visits with City staff to review alternate screening technologies at other wastewater treatment plants. Time and travel expenses for one Carollo employee have been included in the scope. City staff will provide their own transportation to the selected wastewater treatment plants.

Task 4 – Evaluate Potential Locations

Evaluate potential screening locations, including the existing headworks location and up to two additional locations.

Task 5 – Prepare Technical Memorandum

Submit six (6) draft copies of a Technical Memorandum that includes the recommendation for the removal of screenings from the City's influent including conceptual plan, capital costs, energy costs, and operation and maintenance costs. Incorporate the comments generated in Task 6 and submit six (6) final copies of the Technical Memorandum.

Task 6 - Workshop

Conduct a workshop to review with City staff the findings of the Technical Memorandum.

TIME OF PERFORMANCE

Works shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all the services required by this Agreement shall be completed in accordance with the following schedule:

Task 1 – Kickoff Meeting	3 weeks after notice to proceed
Task 2 – Review Existing Conditions	5 weeks after notice to proceed
Task 3 – Evaluate Current Technology/Site Visit	7 weeks after notice to proceed
Task 4 – Evaluate Potential locations	8 weeks after notice to proceed
Task 5 – Prepare Technical Memorandum	
Draft Submitted to the City	10 weeks after notice to proceed
City Review	2 weeks after submittal
Final Submitted to the City	14 weeks after notice to proceed
Task 6 – Workshop	13 weeks after notice to proceed

**COST ESTIMATE
SCREEN STUDY
CITY OF LODI, CALIFORNIA**

Labor												
Task	Kathy Marks	Hannah Thames	Word Processing	Total Task Labor	PECE/L.H.	Total Task Cost	Meals/Lodging	Mileage	Totals	Project Totals		
	\$249.00	\$182.00	\$96.00	Labor	\$11.70	Cost	Lodging			Totals		
1 Kickoff Meeting	4	2	1	7	\$82	\$1,538		\$44	\$44	\$1,582		
2 Review existing operation	8	16	2	26	\$304	\$5,400		\$44	\$44	\$5,444		
3 Evaluate current screening/compaction technologies	24	40	2	66	\$772	\$14,220	\$400	\$440	\$840	\$15,060		
4 Evaluate screening locations	16	40	2	58	\$679	\$12,135		\$44	\$44	\$12,179		
5 Prepare Technical Memorandum	12	40	6	58	\$679	\$11,523		\$0	\$0	\$11,523		
5 Conduct workshop	8	8	2	18	\$211	\$3,851		\$44	\$44	\$3,895		
Total Labor Hours	72	146	15	233								
Total Cost	\$17,928	\$26,572	\$1,440			\$48,666	\$400	\$616	\$1,016	\$49,682		

Total \$49,682



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

- | | |
|---|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
 \$2,000,000 Ea. Occurrence
 \$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
 \$1,000,000 Bodily Injury - Ea. Person
 \$1,000,000 Bodily Injury - Ea. Occurrence
 \$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u>
 \$1,000,000 Ea. Occurrence</p> | |

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

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

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

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

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

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT FOR AN INFLUENT SCREENING
STUDY FOR THE WHITE SLOUGH WATER POLLUTION
CONTROL FACILITY WITH CAROLLO ENGINEERS, INC.

=====

WHEREAS, screening of the wastewater entering the White Slough Water Pollution Control Facility (WSWPCF) is necessary to remove rags and other debris that can damage downstream treatment processes and equipment; and

WHEREAS, the existing influent screens at WSWPCF, installed in 2007, have required significant ongoing maintenance and expense to keep in operation, have not performed reliably, and have experienced excessive downtime; and

WHEREAS, the study will specifically evaluate alternative screening technologies currently in use at other wastewater treatment facilities and review alternative locations for the screening facilities and equipment; and

WHEREAS, staff recommends executing a Professional Services Agreement with Carollo Engineers, Inc., for an influent screening study for the White Slough Water Pollution Control Facility.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Carollo Engineers, Inc., for an influent screening study for the White Slough Water Pollution Control Facility, in the amount of \$49,683.

Dated: February 5, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

2014-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Architectural and Engineering Design at Lodi Transit Station with KPFF Consulting Engineers, of Roseville (\$55,766)

MEETING DATE: February 5, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement for Architectural and Engineering Design at Lodi Transit Station with KPFF Consulting Engineers, of Roseville (\$55,766).

BACKGROUND INFORMATION: In December 2013, City Council approved the transit fare collection vault equipment purchase for the Lodi Transit Station. To install the vault, we recommend retaining KPFF Consulting Engineers to provide architectural and engineering design to modify the Dispatch/North Annex building by creating a fare collection room for the vault installation and to expand the Station main lobby public restrooms.

The scope of the work for this project includes developing and preparing construction documents, specifications, instructions to bidders, and construction support for a fare collection room and restroom expansion. The restroom expansion includes expanding the existing Transit Station main building southerly and replacing the single-stall public restrooms with multiple-stall public restrooms. Also included is upgrading the main lobby doors. The restroom expansion was included in the recently updated Short Range Transit Plan.

In November 2013, City staff solicited a request for proposal for planning and design services for the Lodi Transit Station from several firms, including three local firms. Four firms attended the pre-proposal site meeting; however, only one proposal was received, from KPFF Consulting Engineers. Based on the written proposal, consultant qualifications and experience, staff recommends retaining KPFF for this project.

The total project budget for the design work is \$64,000 for project-related expenses, including staff time and contingencies. Proposition 1B Transit, Safety, Security, and Disaster Response Account and Transportation Development Act funds will be utilized for the design work and proposed construction.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Funds have been appropriated in FY 2013/14 Capital Equipment Purchase (1252) and Transit Facility Upgrades (1251).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Transportation Engineer
FWS/PJF/pmf
cc: Transportation Manager/Senior Transportation Engineer

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and KPFF CONSULTING ENGINEERS (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 planning and engineering design services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on February 6, 2014 and terminates upon the completion of the Scope of Services or on March 31, 2015, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

The City may exercise an option to extend this Agreement one (1) additional year, provided, City gives Contractor no less than 30-days written notice of its intent prior to the expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement.

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

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: KPFF Consulting Engineers
 1508 Eureka Road, Suite 290
 Roseville, CA 95661
 Attn: Dan Allwardt, Managing Principal

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON
City Clerk

KONRADT BARTLAM
City Manager

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

By: _____


By: _____
Name: Dan Allwardt
Title: Managing Principal

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

Funding Source: 125385/125179
(Business Unit & Account No.)

Doc ID: KPFFEngineers2014_DesignStationExp.doc

CA:rev.07.2013



City of Lodi – Transit Station Improvements
Proposed Scope of work
January 17, 2014

BACKGROUND:

The project consists of providing prime design architectural and engineering services for the construction of two related improvements at the Lodi Transit Station:

1. Addition of a vault fare chamber within an existing exterior door opening at the City of Lodi Transit Dispatch/North Annex Building. This will require that the existing door be relocated to an existing window opening which will be enlarged. A new fare vault room will be created by reconfiguring an existing hallway, janitor's closet and baggage room in the Dispatch/North Annex Building.
2. The project will also include expanding existing restroom facilities in the Main Station Building. The existing single-occupancy restrooms will be expanded to multiple occupancy and to do this the City desires to expand the Station outside the footprint of its current exterior walls to the south, maintaining the eastern wall of the building in its current location. We understand the City wants to pursue this alternative which requires reconfiguration of the roof included in this expansion. The project will also include replacing access doors in the Transit Station, including, but not necessarily limited to, the front door and easterly doors.

Other information about the project includes:

- KPFF will contract with the City of Lodi.
- Mr. Matt Boyer with MCB & Associates will act as the City's Project Manager / representative and will be responsible for collecting information for use by our design team. He will be responsible for meeting minutes and coordination with the City and City Council. He will also assist KPFF in coordination of the project with the City Building Department, Fire Department and Community Development Services.
- A project design budget is shown as Exhibit B. KPFF will be responsible for developing an estimate of probable construction cost. We expect bid alternates may be a part of the project but we do not anticipate developing more than one set of construction documents if our design meets the budget goals.

PROJECT GOALS AND OBJECTIVES:

- Develop construction documents, obtain permits and bid to general contractors.
- Obtain approvals then have the project constructed within the given budget.

Task 1: Schematic Design and Kick-Off Meeting

A kick-off meeting will be held within a week of obtaining a Notice to Proceed. Based on our initial site visit during the pre-proposal walk, drawings that have been provided and our coordination with Mr. Matt Boyer, we will complete a small schematic design package and come prepared with sketches showing the new vault chamber and how a vault fare room could be configured around the chamber. We will also bring sketches for reconfiguring restrooms in the Station, including floor plans and elevations. This will be the basis of a discussion about the City's expectations, needs, and wants for all this work. We will bring our mechanical, plumbing, electrical and architectural consultants to this meeting so we can obtain the necessary as-built information to complete our design. We will need access to both buildings during our visit.

Task 1 Deliverables:

- Schematic Floor Plans showing the proposed layout of the new vault fare room as described by MCB Associates.
- Concept for expanding the restrooms in the Station.

Task 2: Construction Document / 100% Draft Plans

After the kick off meeting we expect to be able to move into construction documents. Since we understand that the City would like to expand the restrooms outside the current Station building footprint structural design drawings will be required and we will need to discuss the project with the City review agencies (Design Review may be required).

Task 2 Deliverables: Four (4) full size printed copies and one electronic copy of the plan set including:

- Floor plans of the Dispatch/North Annex and Main Station buildings.
- Reflected ceiling plans of the new spaces in both buildings.
- Finish schedules for walls, ceilings and floors related to the new vault room.
- Interior elevations of the new restrooms with wall, ceiling and floor finishes.
- Electrical plans and details
- Drawings and details to revise the mechanical ventilation for the new vault room and restrooms.
- Drawings and details to revise the lighting and convenience outlets in the new vault room and restrooms. With an initial site visit we will need to verify electrical capacity and observe the existing systems to understand how to design for the new work.

- Title 24 energy calculations.
- Structural drawings and details to accommodate an expansion of the Station.
- Exterior elevations of the Station with new exterior finishes and required details.
- Plumbing drawings and details to accommodate the new restroom configuration.
- A separate Design Review package prepared with an overall site plan and proposed building elevations if this is required by the City.
- Exterior elevations of the Station Building
- Structural roof framing plans, sections and details
- Architectural sections and details for the roof modifications
- Estimate of probable construction cost

Task 3: Final Plans

Revisions, if required, will be made to the Draft Plans and 100% construction documents, specifications, instructions to bidders, and construction cost estimate will be prepared for City Council approval at the end of April.

Task 3 Deliverables:

- Final construction documents ready for permit and bidding
- Instructions to bidders
- Final construction cost estimate
- Technical specifications coordinated with front end specifications to be provided by the City.

Task 4: Bidding Support

We expect that MCB Associates will coordinate distribution of the Request for Bids, collect bids and coordinate with the City for selecting the lowest responsible and responsive bidder. KPFF will be available for bid questions and for a pre-bid job walk if required. We will review the submitted construction bids and assess which are responsive to the technical aspects of the Request for Bids.

Task 4 Deliverables:

- Response to contractor's requests for information
- Attendance at Pre-bid meeting

Task 5: Preconstruction Meeting

Once a general contractor is selected we expect that MCB Associates will coordinate with City procurement to obtain all the necessary paperwork to start construction. We expect a preconstruction meeting, or meetings, will be required but that MCB Associates will coordinate these meetings. KPFF will be available for questions and for one meeting if it is required.

Task 5 Deliverables:

- Attendance at Preconstruction meeting

Task 6: Construction Support

KPFF's services will be required during construction to review shop drawing and respond to the contractor's questions. We anticipate up to two site visits from our architectural team and one site visit each from mechanical / plumbing and electrical designers to conduct a final punch walk. We anticipate reviewing substitutions from the contractor and we expect that the City or MCB Associates will hold regular construction meetings at the site if they are required.

Task 6 Deliverables:

- Response to contractor's questions (RFIs)
- Review of shop drawings and requests for substitutions
- Punch list near completion of the project

Task 7: Record Drawings

Using the shop drawings and RFIs as a guide, KPFF will prepare record drawings for the project and provide a copy to the City.

Task 7 Deliverables:

- Record Drawings

END OF SCOPE OF WORK



	Ben Zilberant		Justin Alvarado		Jacob		Harshad		William Subinger		MBC Designer		Reimbursables	Subtotal
Hourly Rate:	\$180		\$140		\$140		\$140		\$150		\$80			
Task 1 - Schematic + Kick Off Meeting	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Prepare Schematic Options	2	\$320	12	\$1,680					16	\$2,400	16	\$1,280		
Meeting	5	\$800	5	\$700	4	\$560	4	\$560	5	\$750				\$400
Minutes (by MCB)														
Consultant Markup (7%)						\$39		\$39		\$71		\$90		
Task 1 - Subtotal		\$1,120		\$2,380		\$599		\$599		\$1,271		\$90		\$400
														\$9,839
Task 2 - CDs / Draft 100% Plans	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Project Management			16	\$1,400					4	\$600				
Develop CDs (M.E.P.A)	3	\$160	10	\$1,400	40	\$5,600	20	\$2,800	18	\$2,700	68	\$5,440		
Develop Structural Drawings	2	\$320	44	\$6,160										
Develop Construction Cost Estimate	1	\$160	8	\$1,120					2	\$300				
Specifications			3	\$420	2	\$280	2	\$280	2	\$300				
Meeting	4	\$720	4	\$560					4	\$600				\$200
Consultant Markup (7%)						\$412		\$216		\$315		\$391		
Task 2 - Subtotal		\$1,280		\$11,000		\$6,292		\$3,296		\$4,815		\$5,821		\$180
														\$32,663
Task 3 - Final Design	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Project Management	1	\$160	6	\$840										
Final EIR					2	\$280	2	\$280	2	\$300	4	\$320		
Consultant Markup (7%)						\$20		\$20		\$21		\$32		
Task 3 - Subtotal		\$160		\$840		\$300		\$300		\$321		\$342		\$0
														\$2,263
Task 4 - Bidding Support	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Bidding Support			6	\$840										
Consultant Markup (7%)						\$0		\$0		\$0		\$0		
Task 4 - Subtotal		\$0		\$840		\$0		\$0		\$0		\$0		\$0
														\$840
Task 5 - Preconstruction Meeting	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Attended Meeting and provide support	2	\$280												\$100
Consultant Markup (7%)						\$0		\$0		\$0		\$0		
Task 5 - Subtotal		\$0		\$280		\$0		\$0		\$0		\$0		\$100
														\$380
Task 6 - Construction Support	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Site Visits (2, x1 for M/E)			8	\$1,120	4	\$560	4	\$560	8	\$1,200				
Construction Support Services			14	\$1,960	3	\$420	3	\$420	6	\$900	12	\$960		
Consultant Markup (7%)						\$69		\$69		\$147		\$57		
Task 6 - Subtotal		\$0		\$3,080		\$1,049		\$1,049		\$2,247		\$1,074		\$0
														\$8,451
Task 7 - Record Drawings	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Record Drawings			4	\$560	2	\$280	2	\$280			2	\$160		
Consultant Markup (7%)						\$20		\$20		\$0		\$11		
Task 7 - Subtotal		\$0		\$560		\$300		\$300		\$0		\$171		\$0
														\$1,330
TOTAL LABOR:	16		136		57		37		67		102			
TOTAL FEE:		\$2,560		\$18,040		\$8,339		\$5,543		\$10,794		\$4,731		\$400
TOTAL FEE BY CONSULTANT		\$21,600		\$14,081		\$19,485		\$600						
GRAND TOTAL FEE		\$55,166												
REIMBURSABLES		\$600		1%										
REQUESTED P.O.		\$55,766												



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

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$2,000,000 Ea. Occurrence
\$4,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$2,000,000 - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u>
\$2,000,000 Ea. Occurrence | |

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

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

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

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

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH KPFF CONSULTING
ENGINEERS FOR ARCHITECTURAL AND ENGINEERING
DESIGN AT THE LODI TRANSIT STATION

=====

WHEREAS, in December 2013, City Council approved the transit fare collection vault equipment purchase for the Lodi Transit Station. To install the vault, staff recommends retaining KPFF Consulting Engineers to provide architectural and engineering design to modify the Dispatch/North Annex building by creating a fare collection room for the vault installation and to expand the Station main lobby public restrooms; and

WHEREAS, the scope of the work includes developing and preparing construction documents, specifications, instructions to bidders and construction support for a fare collection room and restroom expansion. The restroom expansion includes expanding the existing Transit Station main building southerly and replacing the single-stall public restrooms with multiple-stall public restrooms; and

WHEREAS, City staff solicited a request for proposal for planning and design services for the Lodi Transit Station from several firms, and four firms attended the pre-proposal site meeting. One proposal was received from KPFF Consulting Engineers. Based on the written proposal, consultant qualifications and experience, staff recommends retaining KPFF for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for Architectural and Engineering Design at the Lodi Transit Station with KPFF Consulting Engineers, of Roseville, California, in the amount of \$55,766.

Dated: February 5, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Extend the Term of Delivery Schedule for Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of Geographical Information Systems
MEETING DATE: February 5, 2014
PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the term of delivery schedule for Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of Geographical Information Systems.

BACKGROUND INFORMATION: On October 2, 2013 the City Council adopted a resolution authorizing the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., (ESRI) for Phase II Data Integration and Model Building of a Geographical Information System. The delivery schedule set forth in Task Order No. 2 is December 31, 2013 and has since expired. This date was set prior to completion of all legal review and receipt of insurance documents which took longer than expected.

As a result, ESRI was unable to commence their project execution as originally planned and additional time is required to complete this work. Therefore, staff recommends extending the delivery schedule to May 30, 2014. All other terms and conditions of the agreement will remain the same.

FISCAL IMPACT: Not applicable.

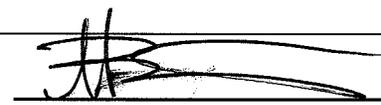
FUNDING AVAILABLE: Not applicable.



Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, Senior Power Engineer

EAK/HS/1st

APPROVED: 

Konradt Bartlam, City Manager

CONTRACT AMENDMENT AGREEMENT

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

THIS CONTRACT AMENDMENT made and effective this 5th day of February, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and ENVIRONMENTAL SYSTEMS RESEARACH INSTITUTE, INC., hereinafter called "Contractor."

WITNESSETH:

1. **CONTRACT:** Contractor and City, entered into a contract for Task Order No.2 for Phase II Data Integration and Model Building of Geographical Information Systems on October 2, 2013. Contractor and City now desire to extend the term of delivery of the contract.
2. **DELIVERY SCHEDULE:** The delivery schedule of the Amended Contract shall be for the period commencing on February 5, 2014 and terminating May 30, 2014. All other terms and conditions will remain as set forth in the Contract for Task Order No. 2 for Phase II Integration and Model Building of Geographical Information Systems, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. This Amendment shall not increase the value called for in item 3 of Task Order No.2 of Agreement No. 2011C1482.

CITY OF LODI, a municipal corporation

CONTRACTOR

KONRADT BARTLAM
City Manager

Environmental Systems Research Institute

Attest:

By: _____

Title: _____

RANDI JOHL-OLSON
City Clerk

Approved As To Form:

D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney



RESOLUTION NO. 2013-168

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER NO. 2 WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., OF REDLANDS, FOR DATA INTEGRATION AND MODEL BUILDING OF A GEOGRAPHICAL INFORMATION SYSTEM

WHEREAS, on November 21, 2012, the City Council authorized the City Manager to execute a Master Services Agreement and Task Order No. 1 with Environmental Systems Research Institute, Inc. (ESRI) to provide geographical information system services for Phase I Data Collection and Migration to the ESRI software platform with the intention of building a foundation to continue to expand the Electric Utility's (EU) specific GIS needs; and

WHEREAS, the GIS project for the EU is a continuing multi-phase project with Phase I Data Collection and Migration to ESRI platform complete; and

WHEREAS, Task Order No. 2 for GIS Data Integration and Model Building will provide implementation of Phase II as outlined in the agreement; and

WHEREAS, staff recommends City Council authorize the City Manager to execute Task Order No. 2 for Phase II Data Integration and Model Building of a GIS with ESRI, of Redlands.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of a Geographical Information System in an amount not to exceed \$87,000.

Dated: October 2, 2013

I hereby certify that Resolution No. 2013-168 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 2, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None

Jennifer M. Robison
JENNIFER M. ROBISON
Assistant City Clerk



TASK ORDER NO. 2
Issued Under
Esri Agreement No. 2011C1482

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **City of Lodi (Licensee)**, 221 W. Pine Street, Lodi, CA, 95240 (Licensee Address), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** See Exhibit 1, which is attached hereto and incorporated herein by this reference.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. **Contract Type:** Firm Fixed-Price (FFP).
3. **Total Task Order Value:** \$87,000 as detailed in the following table:

Task 1 – Final Data Assessment	\$20,180
Task 2 – Data Integration Process Development	\$38,720
Task 3 – Develop QA/QC Data Cleanup Plan and Process	\$14,900
Task 4 – Conduct Data Migration Technology Transfer and Training Workshop	\$13,200
Firm Fixed Price Total	\$87,000

4. **Licensee Address for the Receipt of Esri Invoices:** City of Lodi, Electric Utility Department, 1331 S. Ham Lane, Lodi, CA, 95242
5. **Delivery Schedule:** September 1, 2013 through December 31, 2013 or as otherwise mutually agreed between the parties in writing.

The tasks breakdown schedule is as shown below.

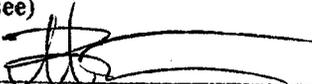
Task	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Fully signed task order and purchase order													
Task 1 -Data Assessment													
Task 2 - Data Integration Process Development													
Task 3 - Develop QA/QC Data Cleanup Plan and Process													
Task 4 -Conduct Data Migration Technology Transfer and Training Workshop													
Project close													

6. **Special Considerations:** None.

7. **Esri Project Manager:** Bala Mullachery, Tel: (909) 793-2853, Ext. 1747, E-mail: bnullachery@esri.com
Esri Contract Administrator: M Carberry, Tel: (909) 793-2853, Ext. 3446, E-mail: mcarberry@esri.com
Licensee Project Manager: Carl Wohl, Tel: 209-333-6800 ext. 2547, cwohl@lodielectric.com
Licensee Contract Administrator: Danielle Rogers, Tel: 209-333-6800 ext. 2418, drogers@lodielectric.com
Licensee Accounts Payable Contact: Accounts Payable, Tel: 209-333-6721, Fax: 209-333-6795

ACCEPTED AND AGREED:

CITY OF LODI, a municipal corporation
(Licensee)

By: 
Authorized Signature

Printed Name: KONRADT BARTLAM

Title: CITY MANAGER

Date: 10-30-13

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**
(Esri)

By: 
Authorized Signature

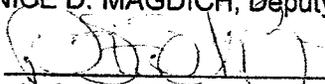
Printed Name: John Perry

Title: Contracts Manager - Esri Professional Services

Date: 21 OCT 13

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: 
Authorized Signature

ATTEST:

By: 
Authorized Signature

Date: 10/30/2013

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: 10/30/2013



**Exhibit 1
Task Order No. 2
Issued under
Agreement No. 2011C1482**

Scope of Work

This scope of work covers the second phase of a 3-phase GIS implementation at Lodi Electric Utility. The three phases are:

- Phase 1 : **Preliminary GIS Implementation**
- Phase 2 : **GIS Data Integration and Cleanup**
- Phase 3 : **GIS Integration with other Systems**

Phase 2 of the project is expected to leverage the findings of Phase 1 in which the GIS implementation process was prototyped. The following is an overview of the anticipated activities of Phase 2.

- Finalize the data review which will include additional data sources that were not analyzed in Phase 1 and update the data model.
- Finalize the data integration processing tools and procedures.
- Finalize the QA/QC processing tools and data cleanup procedures.
- Conduct onsite data integration and QA/QC workshop,

Key Assumptions

This Scope of Work described herein is based on the following key assumptions:

- Unless otherwise specified, all work is anticipated to be performed at Esri's offices in Redlands, California.
- All onsite tasks will occur over consecutive business days. The definition of a business days is eight (8) hours.
- Timely review and acceptance of project deliverables by Lodi Electric Utility.
- ArcGIS version 10.1 or newer version will be implemented.
- Lodi Electric Utility shall be responsible for procuring and obtaining of all necessary software licenses, to support Lodi Electric Utility's onsite support activities.

Phase 2 Preliminary GIS Implementation

Task 1 – Final Data Assessment

This task will include finalizing the data assessment that was performed during Phase 1 and reviewing the additional data sources listed below, which will be provided by Lodi Electric Utility. It is understood that these sources will have some data content that can either be mapped and or linked into the ArcGIS MultiSpeak data model that was developed during Phase 1. During this task, Esri will conduct four (4) conference calls, one hour each in duration, via WebEx with Lodi Electric Utility to review the additional source data.

Based on the information discussed on the calls, Esri will update the source mapping matrix document and ArcGIS Electric MultiSpeak data model and provide to Lodi Electric Utility with a draft version of the source mapping matrix document and ArcGIS Electric MultiSpeak data model for its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Upon receipt of Lodi Electric Utility comments, Esri will lead a two (2) hour webcast via Adobe Connect (web conference) to review the comments. Upon completion of the webcast review, Esri will revise the source mapping matrix document and ArcGIS Electric MultiSpeak data model, as mutually agreed and submit a final version to Lodi Electric Utility. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the source mapping matrix document and ArcGIS Electric MultiSpeak data model within five (5) business day of receipt.

The additional data sources are:

- Landbase Data – Esri file geodatabase format
- Data Line Database – Microsoft mdb format
- Ops Daily Log Database - Microsoft mdb format
- Work Order Log Database - Microsoft mdb format
- Service Tap Database - Microsoft mdb format
- Solar Database - Microsoft mdb format
- Fiber Cad Data – AutoCAD DWG format

Esri Deliverables:

- Prepare and deliver draft version of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.
- Prepare and deliver final version of the final source data mapping matrix document and ArcGIS Electric MultiSpeak data model to Lodi Electric Utility.

Lodi Electric Utility Responsibilities:

- Ensure attendance and participation of appropriate staff in the conference call/WebEx session.
- Provide access to Lodi Electric Utility staff to address follow-up questions as required.
- Review draft source data mapping matrix, ArcGIS Electric MultiSpeak data model and provide written feedback within five (5) business days of receipt from Esri.
- Provide acceptance letter of the final source data mapping matrix and ArcGIS Electric MultiSpeak data model within five (5) business days of receipt from Esri.

Task 2 – Data Integration Process Development

Following the completion and acceptance of Task 1, Esri will continue its approach to migrate the Lodi Electric Utility AutoDesk CAD data and external data sources listed in Task 1 (above) into the ArcGIS platform.

Using the final version of the source data mapping matrix, and ArcGIS Electric MultiSpeak data model, finalized in Task 1, Esri will develop a final data migration tool design and workflows to account for the new data sources being added during Phase 2. Esri will provide Lodi Electric Utility with a draft version of the Phase 2 data migration tool design workflows and QA/QC Plan document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the data migration tool design workflows and QA/QC plan document, as mutually agreed and submit a final version. Lodi Electric

Utility is responsible for reviewing and providing Esri with written acceptance of the final data migration tool design workflows and QA/QC plan document within five (5) business day of receipt.

During this task Esri will configure data migration ModelBuilder tools using ArcGIS core geo-processing tools and ArcGIS Interoperability extension, develop/configure data cleanup tool(s) to execute in auto mode, and configure GIS Data Reviewer tools for data validation. These tools will be delivered to Lodi Electric Utility as part of Task 4 – Conduct Data Migration Technology Transfer and Training Workshop. The data migration tools will perform batch data migration and loading of AutoCAD DWG files/Transformer DB/Material DB/and additional source data items specified in the Task 1 – Final Data Assessment, attribute information in to ArcGIS MultiSpeak Electric data model. Once the data is migrated and executed with the connectivity cleanup tools, Esri will run custom configured GIS Data Reviewer QA/QC tools to identify anomalies related to the geodatabase integrity, geometry, connectivity, relationships, and attribute validation on the entire geodatabase. The errors identified will be summarized in to a QA/QC Report and delivered to Lodi Electric Utility for the potential manual cleanup and also will be recommended possible auto/mass correction using existing tools available within ArcGIS.

Lodi Electric Utility will package source data files and will either send them to Esri in a DVD or upload them into the Esri secured FTP site (as mutually agreed with Esri) five (5) business days before the data migration. The source data file package will include DWG files, Transformer DB, Material DB and additional source data specified in the Task 1 – Final Data Assessment. During the data migration, Esri will be communicating with Lodi Electric Utility through emails to clarify and resolve source data queries or issues found. Lodi Electric Utility will be responsible for reviewing and resolving these source data queries or issues within five (5) business days of receipt, unless Lodi Electric Utility and Esri agree to a longer period of time for issues that may require more time. The two days review and response requirement is intended to reduce delays caused by unresolved issues, which could ultimately affect the project schedule.

As part of this task, Esri will configure an ArcMap MXD file that symbolizes Lodi Electric Utility's electric facilities using symbology that cartographically resembles to the Lodi Electric Utility existing symbology. Esri will be leveraging the existing symbol libraries available in ArcGIS and will be performing minor adjustment to the symbology to create a comparable look and feel similar to the existing Lodi Electric Utility feature symbology.

Esri Deliverables:

- Draft and final data migration tool design workflows and QA/QC plan document.
- Migrated Geodatabase in ArcGIS Electric MultiSpeak data model.
- Configured ArcMap MXD file.
- QA/QC Reports.

Lodi Electric Utility Responsibilities:

- Review the draft data migration tool design workflows and QA/QC Plan and provide written consolidated comments to Esri within five (5) business days of receipt.
- Provide Esri with written acceptance of the final data migration tool design workflows and QA/QC plan within five (5) business days of receipt.
- Provide Source Data files (DWG, Transformer DB and Material DB and additional source data specified in the Task 1 – Final Data Assessment) to Esri five (5) business days before the migration process to Esri.
- Provide Esri with a response within five (5) business days to the clarifications, queries and issues raised by Esri during this task.

Assumptions:

- Esri will migrate and populate the source data attributes based on the Source Data Mapping Matrix, ArcGIS Electric MultiSpeak data model and approved by the Lodi Electric Utility during the Task1 – Final data assessment
- There is no manual data processing or connectivity cleanup to be performed by Esri included in this scope of work.

Task 3 – Develop QA/QC Data Cleanup Plan and Process

Esri will configure automated processes to perform data cleanup as mutually agreed. Some data conditions existing in the Autodesk environment will not be candidates for automated clean-up. They will need to be researched further by Lodi Electric Utility and manually cleaned up one-by-one using ArcMap. Such exceptions will be the responsibility of Lodi Electric Utility to clean-up. In support of the remaining clean-up effort, Esri will prepare a QA/QC report and define the manual ArcMap data editing (clean-up) process in a document containing the procedures to perform data clean-up that will address the following:

- Identify and report error types and locations
- Define ArcGIS Desktop procedures and editing tools that Lodi staff will follow correct data errors.
- Configure GIS Data Reviewer QA/QC processing tools that will validate and report on data quality as the system is maintained.

Esri will provide Lodi Electric Utility with a draft version of the QA/QC report and manual data editing (clean-up) process document to its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within five (5) business days of receipt. Esri will revise the QA/QC report and manual data editing (clean-up) process document, as mutually agreed and submit a final version. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the QA/QC report and manual data editing (clean-up) process document within five (5) business day of receipt.

Esri Deliverables:

- Prepare and deliver draft version of the QA/QC report and manual data editing (clean-up) process document.
- Prepare and deliver final version of the QA/QC report and manual data editing (clean-up) process document.

Lodi Electric Utility Responsibilities:

- Review draft QA/QC report and manual data editing (clean-up) process document and provide written feedback within five (5) business days of receipt from Esri.
- Provide Esri with written acceptance of final QA/QC report and manual data editing (clean-up) process document within five (5) days of receipt from Esri.

Assumptions:

- Esri will be responsible for the development of the QA/QC report and manual data editing (clean-up) process document, but not the data cleanup itself. This will be the responsibility of Lodi Electric Utility.

Task 4 –Conduct Data Migration Technology Transfer and Training Workshop

During Task 4, an Esri senior technical lead will travel to Lodi Electric Utility offices in Lodi, California for two (2) business days to conduct a final data migration technology transfer and training workshop. The tools used for data migration and data loading, connectivity cleanup, and QA/QC tools created under Task 2 - Data Integration Process Development and Task 3 - Develop QA/QC Data Cleanup Plan and Process will be installed on up to five computers at Lodi Electric Utility offices. The workshop agenda will be circulated to Lodi Electric Utility five (5) days before the workshop start date. The following training will be conducted for up to five (5) Lodi Electric Utility staff during this technology workshop:

- Data migration model builder tools
- GIS data reviewer QA/QC configuration
- QA/QC report and manual data editing (clean-up) process

Esri Deliverables:

- Technology transfer workshop agenda.
- Two (2) days onsite Data Migration Technology Transfer and Training Workshop to train a maximum of five (5) Lodi Electric Utility technical staff on the following 3 major items:
 - Data Migration Model builder tools
 - GIS Data Reviewer QA/QC configuration
 - QA/QC Report and Manual data editing (cleanup) process

Lodi Electric Utility Responsibilities:

- Identify the technical staff to attend the technology transfer workshop, circulate the workshop agenda and ensure attendance and participation.
- Provide meeting facilities and necessary equipment to host workshop activities.

Assumptions:

- The technology workshop topics are limited to the Esri services performed in tasks 1 through 3 above. The workshop is not intended to cover other ArcGIS Desktop applications or geodatabase training.
- Esri will train Lodi Electric Utility technology staff on configuring new symbology in ArcGIS. The creation of the new symbology to match the Lodi Electric Utility existing symbology in AutoCAD is the responsibility of Lodi Electric Utility.

msa #6121(2)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800 License #0437153 Irvine, CA 92614 J17700-ESRI-GAWUE-13-14	APPROVED Risk Management JAN 02 2014 	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co. Of America <i>At, XV</i> NAIC # 25674 INSURER B: Travelers Property Casualty Co. Of America <i>At, XV</i> NAIC # 25674 INSURER C: St. Paul Fire & Marine Ins Co <i>At, XV</i> NAIC # 24767 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** LOS-001509579-06 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY - CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR - <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> OWNERS & CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC	X	6600130P85A	12/15/2013	12/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA3167P651	12/15/2013	12/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP12N9692A13NF	12/15/2013	12/15/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HJUB8A843287	12/15/2013	12/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions Claims Made Retro Date 7/16/1987		ZPL14T59262	12/15/2013	12/15/2014	Limit 1,000,000 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: ESRI Agreement No. 2011C1482
 City of Lodi, its elected and appointed Boards, Com.issions, Officers, Agents Employees and Volunteers are named as Additional Insured per written contract with the named insured. Primary wording applies as required by written contract.
 Subject to policy terms, conditions, limitations and exclusions. 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Lodi 221 W. Pine Street Lodi, CA 95240	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services John Graef
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;
subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions- H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|---|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. **Expected Or Intended Injury Or Damage**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

 - a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

COMMERCIAL GENERAL LIABILITY

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the DEFINITIONS Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED of the Commercial General Liability Coverage Form, and Paragraph 3. of SECTION II – WHO IS AN INSURED of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXTEND THE TERM OF THE DELIVERY SCHEDULE FOR TASK ORDER NO. 2 WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. OF REDLANDS, CALIFORNIA FOR PHASE II DATA INTEGRATION AND MODEL BUILDING OF GEOGRAPHICAL INFORMATION SYSTEMS

WHEREAS, on October 2, 2013 the City Council adopted a resolution authorizing the City Manager to execute Task Order No. 2 with Environmental Systems Research Institute, Inc. (ESRI) for Phase II Data Integration and Model Building of a Geographical Information Systems (GIS); and

WHEREAS, the delivery schedule set forth in Task Order No. 2 is December 31, 2013 and has since expired; and

WHEREAS, this date was set prior to completion of all legal review and receipt of insurance documents which took longer than expected, as a result ESRI was unable to commence their project execution as originally planned and additional time is required to complete this work; and

WHEREAS, staff recommends extending the contract to May 30, 2014; and

WHEREAS, all other terms and conditions of the agreement will remain the same.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to extend the term of the delivery schedule to May 30, 2014 for Task Order No. 2 with Environmental Systems Research Institute, Inc., of Redlands, for Phase II Data Integration and Model Building of Geographical Information Systems.

Dated: February 5, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Receive Report Regarding Boards, Committees and Commissions
MEETING DATE: February 5, 2014
PREPARED BY: Randi Johl-Olson, 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 2013 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 2014. In addition, in 2013, 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

Randi Johl-Olson
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager

PLANNING COMMISSION MEETING ATTENDANCE REPORT 2013

	Cummins	Heinitz	Hennecke	Kirsten	Kiser	Jones	Olson
01/09/13	0	1	0	1	1	1	1
01/23/13	C	C	C	C	C	C	C
02/13/13	0	0	1	1	1	1	1
02/27/13	C	C	C	C	C	C	C
03/13/13	C	C	C	C	C	C	C
03/27/13	C	C	C	C	C	C	C
3rd Qtr Totals	0/2	1/2	1/2	2/2	2/2	2/2	2/2
04/10/13	1	0	1	1	1	1	0
04/24/13	C	C	C	C	C	C	C
05/08/13	0	1	1	1	1	1	1
05/22/13	C	C	C	C	C	C	C
06/12/13	C	C	C	C	C	C	C
06/26/13	C	C	C	C	C	C	C
4th Qtr Totals	1/2	1/2	2/2	2/2	2/2	2/2	1/2
Grand Total - Cummins Only	1/4	Total Meetings = 4	Total Attended = 1	Total Missed = 3			
New Commissioner	Slater						
07/10/13	1	1	1	1	1	1	1
07/24/13	C	C	C	C	C	C	C
08/14/13	1	0	1	1	1	0	1
08/28/13	C	C	C	C	C	C	C
09/11/13	1	1	0	0	1	0	1
09/25/13	C	C	C	C	C	C	C
1st Qtr Totals	3/3	2/3	2/3	2/3	3/3	1/3	3/3
10/09/13	1	1	1	1	1	1	1
10/23/13	C	C	C	C	C	C	C
11/13/13	1	1	1	1	1	0	1
11/27/13	C	C	C	C	C	C	C
12/11/13	1	0	1	0	1	0	0
12/25/13	C	C	C	C	C	C	C
2nd Qtr Totals	3/3	2/3	3/3	2/3	3/3	1/3	2/3
Grand Totals	6/6	6/10	8/10	8/10	10/10	6/10	8/10
Total Meetings	6	10	10	10	10	10	10
Total Attended	6	6	8	8	10	6	8
Total Missed	0	4	2	2	0	4	2

C = CANCELLED

1 = ATTENDED

0 = ABSENT

S = SPECIAL MEETING ATTENDED

PARKS AND RECREATION COMMISSION
2013 ATTENDANCE REPORT

Regular Meetings = 8

Special Meetings = 3

<u>COMMISSIONER</u>	<u>Total Attended</u>	<u>Absent</u>
David Akin	7	4
Larry Long	10	1
Rick Morgan	7	4
Jeff Palmquist	8	3
Baubie Wardrobe-Fox	9	2

Library Board Attendance Report for 2013

Meeting Date	Casey	Costa	Kooger	C. Martin Appointed May 2013	S. Martin
01/14/2013	1	1	1		1
02/11/2013	1	1	1		1
03/11/2013	1	1	1		1
04/08/2013	1	1	1		1
05/13/2013	1	0	1	1	1
(Special) 06/17/2013	1	1	1	1	1
07/08/2013	1	1	1	1	0
08/12/2013	1	1	1	1	1
09/09/2013	0	1	1	1	0
10/14/2013	1	1	1	1	1
11/11/2013	0	1	1	1	1
12/09/2013	1	0	1	1	1
Total Meetings Attended	10	10	12	8	10
Total Meetings Missed	2	2	0	0	2
Total Meetings	12	12	12	8	12

Lodi Animal Advisory Commission:

6 regular meeting

2 special meetings

Total of **8** meetings in 2013

Commissioners:

- **Rebecca Hernandez:** Present at 2 meetings. Absent for 2 meetings. Resigned from the commission July 16, 2013.
- **John Primasing:** Present at 6 meetings. Absent for 2 meetings. Commission term expired 12/31/13 and does not wish to continue.
- **Hy Cohen:** Present at 4 meetings. Absent for 4 meetings.
- **Linda Castelanelli:** Present at 7 meetings. Absent for 1 meeting. Commission term expired 12/31/13, applied again.
- **Phillip Laughlin:** Present at 5 meetings. Absent for 2 meetings.

Lodi Improvement Committee – 2013 Attendance Record

Tim Litton

10 Meetings Held

5 Meetings Attended

5 Meetings Absent (excused)

Fran Forkas

10 Meetings Held

8 Meetings Attended

2 Meetings Absent (excused)

Robert Takeuchi

10 Meetings Held

6 Meetings Attended

4 Meetings Absent (excused)

Sunil Yadav

10 Meetings Held

9 Meetings Attended

1 Meeting Absent (excused)

Jarred Ditmore

9 Meetings Held (Vacated Position in Sept.)

8 Meetings Attended

1 Meetings Absent (excused)

SPARC Attendance

	Kiser	Kirst	Slater	Stafford	Litton	Meeting Hours
04/10/13	1	1	1	1	0	
08/14/13	1	1	PC	1	1	
09/11/13	1	1	PC	1	1	
11/13/13	1	1	PC	1	0	
Meetings attended	4	4	1	4	2	

Meetings

Missed 0 0 0 0 2

Please note that Mitch Slater was pick to be a Planning Commissioner in July and the position was just recently filled.

Arts Commission

Total Number of All Meetings Held (Regular and Special) – 13 (12 Regular and 1 Special)

Ben Burgess

Total Number of All Meetings Attended - 10

Total Number of All Meetings Absent – 3

Nancy Carey

Total Number of All Meetings Attended - 10

Total Number of All Meetings Absent – 3

Tiffani Fink

Total Number of All Meetings Attended - 1

Total Number of All Meetings Absent – 12 (Appointed in May, Dismissed in October)

Nancy Ahlberg Mellor

Total Number of All Meetings Attended - 12

Total Number of All Meetings Absent – 1

Cathy Metcalf

Total Number of All Meetings Attended - 11

Total Number of All Meetings Absent – 2

Annalisa Sharp Babich

Total Number of All Meetings Attended - 9

Total Number of All Meetings Absent – 4

Maria Singleton

Total Number of All Meetings Attended - 1

Total Number of All Meetings Absent – 12 (Resigned in March)

Sandi Walker-Tansley

Total Number of All Meetings Attended - 11

Total Number of All Meetings Absent – 2

Patricia Stump

Total Number of All Meetings Attended - 7

Total Number of All Meetings Absent – 6

Sara Duque Mellor

Total Number of All Meetings Attended - 1

Total Number of All Meetings Absent – 12 (Appointed in April, Resigned in October)

Senior Citizens Commission

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

Terri Whitmire

Total Number of All Meetings Attended - 8

Total Number of All Meetings Absent - 1

Mark Sey

Total Number of All Meetings Attended - 9

Total Number of All Meetings Absent - 0

Pat Hill

Total Number of All Meetings Attended - 7

Total Number of All Meetings Absent - 2

Robert Anderson

Total Number of All Meetings Attended – 7 (Appointed later)

Total Number of All Meetings Absent - 1

Susan Klusman

Total Number of All Meetings Attended - 7

Total Number of All Meetings Absent - 2

Sandy Beglau

Total Number of All Meetings Attended - 9

Total Number of All Meetings Absent - 0

Tracy Williams

Total Number of All Meetings Attended - 9

Total Number of All Meetings Absent - 0

Youth Commission

Kristen Schlader

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

Total Number of All Meetings Absent – 0

Lauren Youngsma

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

Total Number of All Meetings Absent - 0

Emily Yamane

Total Number of All Meetings Attended - 8

Total Number of All Meetings Absent - 1

Anthony Sorbera

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

Total Number of All Meetings Absent - 0

Emma Brink

Total Number of All Meetings Attended - 4 (Graduated HS mid-year)

Total Number of All Meetings Absent - 0

Michael Kinane

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

Total Number of All Meetings Absent - 1

Madison Litton

Total Number of All Meetings Attended - 8

Total Number of All Meetings Absent - 1

Manjot Sidhu

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

Total Number of All Meetings Absent - 0

Jessinia Ahrens

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

Total Number of All Meetings Absent - 0

Simaron Dhillon

Total Number of All Meetings Attended – 5 (Started mid-year)

Total Number of All Meetings Absent - 0

Josh Baumbach

Total Number of All Meetings Attended – 5 (Started mid-year)

Total Number of All Meetings Absent - 0

Daniel Anaforian

Total Number of All Meetings Attended – 5 (Started mid-year)

Total Number of All Meetings Absent - 0

Andrew Moton

Total Number of All Meetings Attended – 5 (Started mid-year)

Total Number of All Meetings Absent - 0

Miranda O'Mahony

Total Number of All Meetings Attended – 5 (Started mid-year)

Total Number of All Meetings Absent - 0

Hayden Johnson

Total Number of All Meetings Attended – 5 (Started mid-year)

Total Number of All Meetings Absent - 0

Chrissy Dodd

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

Total Number of All Meetings Absent - 1

Alison McGregor (Adult Advisor)

Total Number of All Meetings Attended – 1 (Resigned)

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

Jaime Watts (Adult Advisor)

Total Number of All Meetings Attended - 2

Total Number of All Meetings Absent - 7

John Chapman (Adult Advisor)

Total Number of All Meetings Attended - 6

Total Number of All Meetings Absent - 3

Cynthia Rodriguez (Adult Advisor)

Total Number of All Meetings Attended - 6

Total Number of All Meetings Absent – 3

Bre Meyer (Adult Advisor)

Total Number of All Meetings Attended – 1 (Brought in at the end of the year)

Total Number of All Meetings Absent – 1

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Expiring Term and Vacancy on the Lodi Improvement Committee

MEETING DATE: February 5, 2014

PREPARED BY: City Clerk

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

BACKGROUND INFORMATION: One term is due to expire on the Lodi Improvement Committee. In addition, the City Clerk's Office received a letter of resignation from Lodi Improvement Committee member, Bob Takeuchi (filed).

Therefore, it is recommended that the City Council direct the City Clerk to post for the following expiring term and vacancy. 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

Timothy Litton	Term to expire March 1, 2014
Bob Takeuchi	Term to expire March 1, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Appointing D. Stephen Schwabauer as Interim City Manager and Approving the Related Employment Agreement

MEETING DATE: February 5, 2014

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt Resolution Appointing D. Stephen Schwabauer as Interim City Manager and approving the related employment agreement.

BACKGROUND INFORMATION: Pursuant to direction received at the Closed Session meeting held on January 14, 2014, a draft employment agreement with D. Stephen Schwabauer is attached for Council consideration and approval. The interim position will receive a ten percent increase in pay over the City Attorney position. Mr. Schwabauer would revert to City Attorney in the event the Interim City Manager contract is terminated or expires.

FUNDING: Mid-year appropriation from budget savings in City Manager salary.

FISCAL IMPACT: \$14,000.

Konradt Bartlam
City Manager

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPOINTING D. STEPHEN SCHWABAUER TO
THE POSITION OF INTERIM CITY MANAGER AND
APPROVING THE EMPLOYMENT CONTRACT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby appoints D. Stephen Schwabauer to the position of Interim City Manager for the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council hereby approves the employment contract attached hereto marked as Exhibit A.

Dated: February 5, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

**EMPLOYMENT AGREEMENT
(Interim City Manager)**

This Employment Agreement (“Agreement”) is made and entered into effective as of February 6, 2014, by and between the City of Lodi, a municipal corporation, hereinafter called “City,” and D. Stephen Schwabauer, hereinafter called “Employee,” both of whom agree as follows:

RECITALS

WHEREAS, City desires to retain the services of Employee on an interim basis to perform the functions of the City Manager; and

WHEREAS, Employee is agreeable to serving as Interim City Manager on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. GENERAL:

City hereby agrees to employ Employee as the Interim City Manager of the City commencing on February 6, 2014 and Employee agrees to perform the functions and duties of the Interim City Manager as of that date.

2. DUTIES AND RESPONSIBILITIES:

- (a) Employee shall perform all the duties of the City Manager as of the date set forth in Section 1.
- (b) Employee shall serve as the City Manager of the City and he shall be vested with the powers, duties, and responsibilities set forth in the Lodi Municipal Code and the laws of the State of California. Employee shall perform the functions and duties specified under the laws of the State of California; the Lodi Municipal Code; the Ordinances and Resolutions of the City; and such other duties and functions as the City Council may from time-to-time assign.
- (c) Employee agrees to devote his productive time, ability, and attention to the City’s business. For the duration of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the City, subject to any exceptions approved in writing by the City Council. As an exempt employee, Employee shall not receive overtime or extra compensation for work performed outside normal business hours.
- (d) Employee has discretion as to his work schedule but must devote an average of at least forty (40) hours per week to the job.

3. COMPENSATION:

During the term of this Agreement, City agrees to pay Employee an annual salary of \$154,000 per year (which is a 10% increase over Employee's salary as City Attorney). Employee shall continue to receive the benefits of the Employer paying all traditional employer costs, including, without limitation, FICA, Medicare, unemployment compensation, and workers' compensation, as set forth in the City Attorney Agreement, dated July 21, 2004, as amended by the attached addenda and City Council Resolutions, all attached hereto as Exhibit A and incorporated herein (the "City Attorney Agreement").

4. EXPENSES:

Employee shall be reimbursed by City for reasonable out-of-pocket expenses incurred in the course and scope of his employment in accordance with City reimbursement policies. Employee shall not be provided an automobile or automobile allowance, but Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

5. BENEFITS/INSURANCE/RETIREMENT:

During the term of this Agreement, Employee shall continue to receive the identical benefits as set forth in the City Attorney Agreement. Employee shall retain all benefits with the City accrued as of the effective date of this Agreement.

6. TERM:

The term of this Agreement will expire on August 6, 2014, unless extended or terminated earlier as provided in this Agreement.

7. TERMINATION:

Notwithstanding the term of this Agreement, as set forth in section 6, either party may terminate this Agreement earlier than the expiration of the term as follows:

- (a) Termination by Employee: Employee may terminate this Agreement, with or without cause, by giving the City a minimum of twenty-one (21) days' written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect and Employee shall be entitled to all earned compensation.
- (b) Termination by City: Employee is an at-will employee, and Employee acknowledges such. The City Council may terminate this Agreement at any time, with or without cause. Notice of termination shall be given to Employee in writing. As used in this section, "cause" shall mean one or more of the following: (i) conviction of a felony; (ii) continued abuse of non-prescription drugs or alcohol that materially affects the performance of the City Manager's duties; (iii) repeated and protracted unexcused absences from the City Manager's office and duties; or (iv) gross mismanagement and/or acts of moral turpitude (including, but not limited to, a misdemeanor arising out of Employee's duties pursuant to this Agreement, willful abandonment of duties,

or a pattern of repeated, willful, and intentional failure to carry out the clear, unambiguous, materially significant and legally constituted policy decisions of the City Council). In the event of a termination without cause, the City Council shall endeavor, but shall not be required, to provide Employee a minimum of fourteen (14) days' written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect and Employee shall be entitled to all earned compensation. In the event the City terminates this Agreement for cause, then the City may terminate this Agreement immediately.

8. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by both parties.

9. CONFLICT OF INTEREST:

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, as periodically required by law thereafter, and at the time of separation from the position.

10. INDEMNIFICATION:

In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825, et seq.) and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of his duties on the City's behalf for the period of his employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Manager. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of his duties, the City may provide defense counsel for Employee in such suit and indemnify him from any judgment rendered against him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

11. ABUSE OF OFFICE

Any severance payments or cash settlement paid in relation to the termination of this Agreement, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set

forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "'abuse of office or position' means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

12. EFFECT OF CITY ATTORNEY AGREEMENT:

Except as set forth herein, the terms and conditions of the attached City Attorney Agreement shall be tolled, stayed, and held in abeyance during the pendency of this Agreement. The City Attorney Agreement shall be immediately reinstated upon the termination of this Agreement, regardless of whether this Agreement is terminated by Employee or the City (with or without cause), by expiration of the term, or otherwise.

IN WITNESS WHEREOF, City and Employee enter into this Agreement as of the day and year first above written.

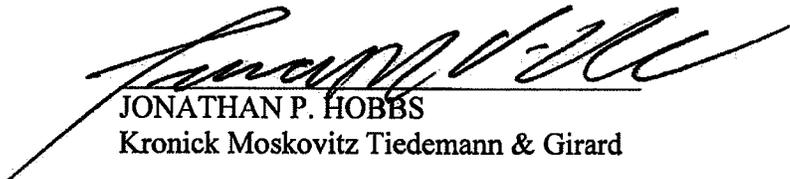
CITY OF LODI, a municipal corporation

EMPLOYEE

By: _____
PHIL KATZAKIAN, Mayor

By: _____
D. STEPHEN SCHWABAUER

APPROVED AS TO FORM:



JONATHAN P. HOBBS
Kronick Moskovitz Tiedemann & Girard

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of July 21, 2004, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and D. Stephen Schwabauer, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee, and to provide inducement for him to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. GENERAL:

City hereby agrees to employ Employee as the City Attorney of City and Employee agrees to perform the functions and duties the City Council shall from time to time assign to him.

2. DUTIES & AUTHORITY:

Employee has the duty to:

- (a) Perform the functions and duties of a City Attorney as specified in the California Government Code, Rules of Professional Conduct for Attorneys, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes,
- (b) Act as chief legal advisor to City,
- (c) Perform all legally permissible and proper duties and functions as the City Council shall assign. Such duties may be modified from time to time upon such terms as are mutually agreeable to City and Employee, and
- (d) Employee in coordination with the City Manager shall recommend policies and rules and regulations to implement City Council policies and shall enforce policies established by the City Council. To accomplish this, Employee shall have the power to and shall be required to:
 - (1) Attend City Council meetings as needed by the City Council.

- (2) Review all documents agendized for any special and/or regular meetings of the City Council. Employee may make recommendations to the City Manger and the Council concerning any agenda items.

3. EXCLUSIVE EMPLOYMENT:

- (a) Employee has the duty and herein commits to devote his full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Attorney.
- (b) Employee shall not accept employment as an attorney of law from or on behalf of any person, firm, corporation or entity during the term of this Agreement. The foregoing shall not be construed to prevent Employee from performing volunteer community service, or pro bono services, provided Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Such outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform his duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

- (a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.
- (b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of his position. Employee does not have set hours of work as he is expected to be available at all times. It is recognized that Employee must devote a great deal of his time outside "normal office hours" to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to his work schedule.

5. CITY COMMITMENTS:

- (a) City shall provide Employee with an office, support staff, office equipment, supplies and all other facilities and services adequate for the performance of his duties.
- (b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge

appropriate and lawful business expenses up to the amount provided for in the City budget.

- (c) City agrees to pay for Employee's California State Bar, National Institute of Municipal Law Officers dues and subscriptions, and Minimum Continuing Legal Education expenses (MCLE).
- (d) City agrees to pay the professional dues and subscriptions on behalf of Employee which are necessary for Employee's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for Employee's continued professional participation and advancement up to an amount provided for in the City budget.
- (e) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including but not limited to Annual Conferences of the League of California Cities and the League's City Attorney's Division, the Annual Conference of the National Institute of Municipal Law Officers, and other national, regional, state, and local conferences, and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.
- (f) City recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues up to an amount provided for in the City budget.

6. MUTUAL COMMITMENTS:

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to their needs and to grow in the performance of his job, he needs to know how the City Council Members think he is performing. To assure Employee gets this feedback, the City Council commits to:

- (a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist them in conducting this evaluation.
- (b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.
- (c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for

the attainment of the City Council's policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) Base Salary - Employee shall be paid an annual salary of \$125,000 per year (retroactive to June 21, 2004), which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads.
- (b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and workers compensation.
- (c) Future annual adjustments to Employee's salary shall be set by City Council action. City may not reduce salary or benefits provided by this Agreement unless:
 - (i) it does so on a Citywide (all Management employees) basis; or,
 - (ii) it does so after providing Employee with a written performance evaluation process that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall be permitted to attend conferences, seminars and/or other such meetings, the reasonable costs of which shall be paid by City. Employee shall also be reimbursed by City for reasonable out of pocket expenses incurred in the course and scope of his employment.

10. BASIC BENEFITS:

- (a) Holidays - Employee shall receive thirteen and one half (13 ½) paid holidays per year credited in the same manner as all other City employees.
- (b) Vacation Leave - Employee shall be granted paid vacation leave in the amount of 15 days per year at the same rate of accumulation granted all other City

employees. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his rate of pay as of his date of termination.

- (c) Sick Leave - Employee shall be granted 12 days of sick leave per year which will accrue at a rate of 3.08 hours per pay period. Employee's sick leave shall be convertible as provided in the City of Lodi Executive Management Statement of Benefits, March 18, 1998.
- (d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated administrative leave to his credit at his rate of pay as of his date of termination.
- (e) Other terms and conditions - Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other management employees of City in addition to said benefits set out in this Agreement.

11. INSURANCE:

- (a) Medical Insurance: Employee shall receive family medical and pharmaceutical insurance, family dental insurance, long term disability, chiropractic insurance and any other similar benefit which may be made available to Employee by the City as outlined in the City of Lodi Executive Management Statement of Benefits, March 1998 or by Council Resolution. The Statement of Benefits or Council Resolution describes these benefits and any applicable deductibles.
- (b) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to 3% percent of the employee's base salary.
- (c) Life Insurance: Employee shall receive Life Insurance equivalent to City Department Heads.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it and to contribute Employee's contribution of seven (7) percent to the membership contract with PERS for each pay period.

13. SEPARATION:

- (a) Resignation – In the event Employee terminates this agreement by voluntary resignation of his position with the City, Employee shall not be entitled to severance pay otherwise provided in Section 14 of this contract. In the event Employee voluntarily resigns his position with City, he shall give City at least thirty (30) days advance written notice and shall be entitled to all earned salary and in-lieu vacation leave.
- (b) Termination & Removal – The City Council may remove Employee at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Attorney, an important element of the employment Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

14. SEVERANCE PAY:

In the event Employee is terminated by the City Council within the first six (6) months of his employment under this Agreement and Employee remains willing and able to perform the functions and duties of City Attorney, City agrees to pay to Employee a lump sum cash payment equal to three (3) months salary. In the event Employee is terminated by the City council after the first twelve (12) months of his employment under this Agreement and Employee remains willing and able to perform the functions and duties of City Attorney, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary. In all cases such payments shall be subject to all rules and regulations governing withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or a breach of this agreement, City shall have no obligation to pay any severance provided in this section.

15. EMPLOYMENT TERM:

- (a) Employee is an "at will" employee and shall serve at the pleasure of the City Council.
- (b) Except as provided in Section 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

- (c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of employee to resign at any time from his position as City Attorney, subject only to the provisions set forth in Section 13 of this Agreement.

16. MISCELLANEOUS PROVISIONS:

Except as provided otherwise in this agreement, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of City relating to disability, incapacity, vacation, retirement systems contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other Department Heads of City in addition to said benefits set out in this contract.

17. MODIFICATIONS:

No modification of this agreement shall be valid unless said modification is in writing and signed by the party to be charged.

18. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

19. INDEMNIFICATION:

In accordance with and subject to California's Tort Claims Act (Government Code §825 et seq.), City shall defend and indemnify Employee against and for all losses sustained by Employee in direct consequences of the discharge of his duties on the City's behalf for the period of his employment. City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of his duties as City Attorney. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the Performance of his duties, the City may provide defense counsel for Employee in such suit and indemnify him from any judgment rendered against

him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Attorney, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

20. ATTORNEY'S FEES:

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith. In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this Agreement or be a separate obligation as appropriate.

21. SEVERABILITY:

If any provision, or any portion of any provision of this contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

22. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this agreement are hereby superseded.

23. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Lodi, California.

24. NOTICES:

All written notices required pursuant to this agreement shall be delivered to: City Clerk, City Hall, P.O. Box 3006, 221 West Pine Street, Lodi, CA 95241; and D. Stephen Schwabauer, 141 S. Rose Street, Lodi, CA 95240.

25. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By: Larry D. Hansen
Larry D. Hansen
Mayor

D. Stephen Schwabauer
D. Stephen Schwabauer
City Attorney

Attest:

Approved as to Form:

Susan J. Blackston
Susan J. Blackston
City Clerk

Jeffrey A. Mitchell
Jeffrey A. Mitchell
Kronick, Moskovitz, Tiedemann &
Girard

RESOLUTION NO. 2005-98

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING THE EMPLOYMENT CONTRACT FOR
CITY ATTORNEY, D. STEPHEN SCHWABAUER

=====
NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby amends Section 14, "Severance Pay," of the employment contract for City Attorney, D. Stephen Schwabauer, as follows and indicated in bold underline:

14. SEVERANCE PAY:

In the event Employee is terminated by the City Council within the first six (6) months of his employment under this Agreement and Employee remains willing and able to perform the functions and duties of City Attorney, City agrees to pay to Employee a lump sum cash payment equal to three (3) months salary. In the event Employee is terminated by the City Council after the first twelve (12) months of his employment under this Agreement and Employee remains willing and able to perform the functions and duties of City Attorney, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary **and to continue to pay Employee's health insurance benefits upon the same terms set forth in paragraph 11(a) of this agreement for six (6) months from Employee's date of termination.** In all cases such payments shall be subject to all rules and regulations governing withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this section.

Dated: May 16, 2005

=====
I hereby certify that Resolution No. 2005-98 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Hansen, Johnson, Mounce,
and Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk

2005-98

4853

RESOLUTION NO. 2007-81

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
SALARY ADJUSTMENT FOR CITY ATTORNEY

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the annual salary adjustment for the City Attorney at \$140,000, which represents an increase of 12%; and

BE IT FURTHER RESOLVED that the adjustment be retroactive to February 7, 2007.

Dated: May 2, 2007

I hereby certify that Resolution No. 2007-81 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2007, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, Mounce,
and Mayor Johnson
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

2007-81

**ADDENDUM TO THE CITY ATTORNEY
EMPLOYMENT AGREEMENT.**

March, 2009

The City of Lodi employs D. Stephen Schwabauer as its City Attorney under an employment agreement dated July 21, 2004.

This Addendum is entered for the purpose of addressing the significant and unanticipated budget crisis caused by the current economic downturn.

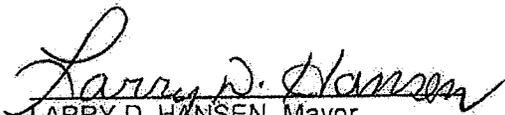
For the above reasons the parties agree that the agreement shall be amended as follows:

- 1) Employee agrees to accept an unpaid furlough of one day per month from March 1, 2009 through June 30, 2010.
- 2) Employee agrees to forego all deferred compensation matches he or she would otherwise be entitled to between the pay periods in which March 1, 2009 through July 1, 2010 fall.

This Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI, a municipal corporation

EMPLOYEE


 LARRY D. HANSEN, Mayor


 BY: D. STEPHEN SCHWABAUER

ATTEST:


 RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:


 JON HOBBS
 Attorney at Law

4883

**SECOND ADDENDUM TO THE CITY ATTORNEY'S
EMPLOYMENT AGREEMENT**

May, 2011

The City of Lodi employs D. Stephen Schwabauer as its City Attorney under an employment agreement dated July 21, 2004 ("Employment Agreement"). This Second Addendum to the Employment Agreement is entered for the purpose of addressing the significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons, the parties agree that the Employment Agreement, as previously amended, shall be further amended as follows:

1. Starting with the July 11, 2011 pay period, Employee agrees to pay 7 percent of his salary towards his PERS retirement benefits. This payment will be made as a payroll deduction on a pre-tax basis.
2. Employee agrees to forego all deferred compensation matches he would otherwise be entitled to.
3. Employer will contribute the full cost (minus the Employee's Share) of the lowest cost PERS HMO Medical Plan available to employees (excluding Porac) toward Employee's selected PERS health care provider between the pay periods in which January 1, 2012 through June 30, 2012 fall. The lowest cost medical plan will be the lowest cost plan for San Joaquin County residents as of January 2012 for Employee's coverage category of: a) employee, b) employee plus one, or c) family. If Employee selects a higher cost plan, Employee will pay the difference (and the Employee's Share) as a payroll deduction. The Employee's Share shall be \$0.00 for the employee only coverage category, \$80.00 per month for employee plus one and \$104.00 per month for family.
4. Starting in calendar year 2012, Employee agrees to forego the ability to cash out 20 of the 40 hours of the Administrative Leave that would otherwise be cashable pursuant to Article IX of the Executive Management Statement of Benefits.

The changes in Paragraphs 1, 2, and 4 of this Second Addendum are permanent changes to Employee's Employment Agreement. This Second Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI, a municipal corporation

EMPLOYEE



BOB JOHNSON, Mayor



D. STEPHEN SCHWABAUER

ATTEST:



RANDI JOEHL, J.D., City Clerk

APPROVED AS TO FORM:

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD



JONATHAN P. HOBBS
Attorney at Law
Special Counsel to the City of Lodi

RESOLUTION NO. 2012-26

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
BENEFIT MODIFICATIONS FOR COUNCIL APPOINTEES AND
EXECUTIVE MANAGEMENT EMPLOYEES AND AUTHORIZING
THE DRAFTING AND EXECUTION OF EMPLOYMENT
CONTRACTS; AND FURTHER AUTHORIZING OUTSIDE
COUNSEL TO DRAFT COUNCIL APPOINTEE (CITY ATTORNEY)
EMPLOYMENT AGREEMENT

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WHEREAS, it is recommended that Council approve the continuation or modification to current salary and benefits for Council Appointees (City Attorney, City Manager, City Clerk) and Executive Management employees (Public Works Director, Library Director, Chief of Police, Fire Chief, Deputy City Manager, Parks & Recreation and Cultural Services Director, and Electric Utility Director) as follows:

- Council Appointees and Executive Management will continue to pay 7 percent of the employee's share of retirement benefits (originally approved by Council as a concession on June 1, 2011);
- Council Appointees and Executive Management will pay 100 percent of the change in medical costs beginning January 1, 2013. Baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44);
- City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively) beginning the first pay period 14 days after Council approval of this resolution;
- City will restore a match, up to a maximum of 3 percent of salary, to the Deferred Compensation contributions made by Council Appointees and Executive Management effective June 25, 2012;
- City will restore the ability of Council Appointees and Executive Management to cash-out up to 40 hours of Administrative Leave effective January 1, 2013;
- City will standardize sick leave accrual in the amount of 3.70 hours per pay period for all Council Appointees and Executive Management; and
- City will standardize vacation leave accrual for those Council Appointees and Executive Managers currently accruing vacation leave at 4.62 hours per pay period as follows: Vacation leave will accrue at 4.62 hours per pay period (equivalent to five full years of service), with future leave to be accrued according to the Executive Statement of Benefits, with the employee's sixth year of service equal to the 12th year, the ninth year of service equal to the 15th year, and so on, as set forth in the Executive Statement of Benefits.

WHEREAS, it is recommended that the Lodi City Council authorize the drafting and execution of Employment Agreements with Council Appointees (City Manager and City Clerk) and Executive Management employees incorporating the foregoing benefit modifications: and

WHEREAS, in order to avoid a conflict of interest, it is further recommended that the City Attorney's employment agreement be drafted by outside counsel, namely, Kronick, Moskovitz, Tiedemann & Girard.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the continuation or modification to the current benefits for Council Appointees and Executive Management employees as outlined above; and

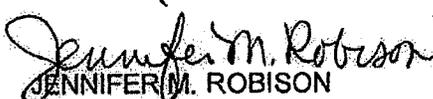
BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the drafting and execution of Employment Agreements with Council Appointees (City Manager and City Clerk) and Executive Management employees incorporating the foregoing benefit modifications; and

BE IT FURTHER RESOLVED that the law firm of Kronick, Moskovitz, Tiedemann & Girard be retained to draft the employment agreement for Council Appointee (City Attorney), incorporating the foregoing benefit modifications.

Date: March 21, 2012
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I hereby certify that Resolution No. 2012-26 was passed and adopted by the Lodi City Council in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Nakanishi
NOES: COUNCIL MEMBERS – Mayor Mounce
ABSENT: COUNCIL MEMBERS – None
ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. ROBISON
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Appoint Janice D. Magdich Interim City Attorney

MEETING DATE: February 5, 2014

PREPARED BY: D. Stephen Schwabauer, City Attorney

RECOMMENDED ACTION: Appoint Janice D. Magdich Interim City Attorney

BACKGROUND INFORMATION: The City Council offered the Interim City Attorney Position to Janice Magdich after its closed session on Tuesday, January 28, 2014. This item formalizes the appointment and establishes the salary and terms of the interim appointment.

Janice Magdich currently serves as Deputy City Attorney II in a civil service capacity. Consistent with past practice, she will retain her civil service position but be working out of class on an interim basis. As such, she would receive a ten percent (10%) increase for out of class pay but would retain rights to her civil service position at the conclusion of the interim period.

The appointment is effective February 6, 2014 and absent further council action will continue through August 6, 2014.

FUNDING: Mid-Year Budget Appropriation from Savings in City Manager Salary

FISCAL IMPACT: \$5,346.65

D. Stephen Schwabauer
City Attorney

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APPROVED: _____
Rad Bartlam, City Manager