



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: February 15, 2012

Time: Closed Session 5:30 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

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

**6:55 p.m. Invocation/Call to Civic Responsibility.** Invocations/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 Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding City Council Appointees, City Manager and City Clerk; Conference with Konradt Bartlam, City Manager (Labor Negotiator), Regarding City Council Appointee, City Attorney, Pursuant to Government Code §54957.6
- d) Prospective Lease of Real Property at 200 N. Beckman Road: Government Code Section 54956.8; Negotiators are John Stroh for San Joaquin County Mosquito and Vector Control and City Manager Konradt Bartlam

**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 Presentation of Certificate of Recognition to Lodi Association of Realtors President, Diane Gallagher
- B-2 Legislative Update by League of California Cities Representative, Stephen Qualls

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

- C-1 Receive Register of Claims in the Amount of \$5,752,674.78 (FIN)

- C-2 Approve Minutes (CLK)
  - a) January 31 and February 7, 2012 (Shirtsleeve Sessions)
  - b) February 1, 2012 (Special Meeting)
  - c) February 1, 2012 (Regular Meeting)
- C-3 Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)
- C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)
- C-5 Approve Specifications and Authorize Advertisement for Bids for Irrigation Improvements at White Slough Water Pollution Control Facility (PW)
- C-6 Approve Specifications and Authorize Advertisement for Bids for Completion of Citywide Tree Survey 2012 (PW)
- C-7 Accept Improvements Under Contract for 2011 Alley Reconstruction Project (PW)
- C-8 Accept Improvements Under Contract for Purchase and Installation of Energy Management System at City Hall (PW)
- Res. C-9 Adopt Resolution Accepting Improvements Under Contract for DeBenedetti Park – Phase I Improvements, 2350 South Lower Sacramento Road, and Appropriating Funds (\$44,000) (PW)
- Res. C-10 Adopt Resolution Awarding Contract for the Development of the Climate Action Plan to AECOM, of Sacramento, and Appropriating Funds (\$120,000) (CD)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Fla. (\$133,376.82) (PD)
- C-12 Authorize City Manager to Extend the Term of the Contract with Mike Keller Consulting, LLC for Transmission and Distribution Services (EUD)
- Res. C-13 Adopt Resolution Approving Benefit Modifications for Confidential Employees (CM)
- C-14 Set Public Hearing for March 21, 2012, to Consider Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection (PW)

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

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

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

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

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

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

**G. Public Hearings – None**

**H. Communications**

- H-1 Appointments to the Lodi Senior Citizens Commission, Personnel Board of Review, and the Site Plan and Architectural Review Committee (CLK)
- H-2 Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

- Res. I-1 Adopt Resolutions Approving Fiscal Year 2011/12 Mid-Year Budget Adjustments (CM)  
Res.  
I-2 Consider Recommendations and Responses to Lodi Animal Advisory Commission's 2010 Annual and 2011 Mid-Year Reports and Provide Direction Regarding Role of Commission (PD)

**J. Ordinances**

- Ord. J-1 Adopt Ordinance No. 1857 Entitled, "An Ordinance of the City Council of the City of Lodi  
(Adopt) Amending Lodi Municipal Code Chapter 3.20 – Purchasing System – by Adding Section 3.20.106, 'Local Hire Policy and Apprenticeship'" (CLK)

**K. Adjournment**

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

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Randi Johl  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Presentation of Certificate of Recognition to Lodi Association of Realtors President, Diane Gallagher

**MEETING DATE:** February 15, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Mounce present a Certificate of Recognition to Lodi Association of Realtors President, Diane Gallagher.

**BACKGROUND INFORMATION:** Diane Gallagher was installed as the President of the Lodi Association of Realtors at its installation event on January 11. Mayor Mounce will present a Certificate of Recognition to Ms. Gallagher in recognition of her achievement.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

RJ/JMR

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Legislative Update by League of California Cities Representative, Stephen Qualls

**MEETING DATE:** February 15, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Legislative Update by League of California Cities Representative, Stephen Qualls.

**BACKGROUND INFORMATION:** Stephen Qualls with the League of California Cities will be at the meeting to give a legislative update to the City Council.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through January 26, 2012 in the Total Amount of \$5,752,674.78.

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$5,752,674.78.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$5,752,674.78 through 1/26/12. Also attached is Payroll in the amount of \$1,183,407.77.

**FISCAL IMPACT:** Not applicable.

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

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

RRP/rp

Attachments

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

Accounts Payable  
Council Report

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Date - 02/01/12

As of Thursday	Fund	Name	Amount
01/26/12	00100	General Fund	527,818.31
	00160	Electric Utility Fund	82,762.25
	00161	Utility Outlay Reserve Fund	9,726.68
	00164	Public Benefits Fund	27,305.05
	00170	Waste Water Utility Fund	336,970.58
	00171	Waste Wtr Util-Capital Outlay	14,271.69
	00172	Waste Water Capital Reserve	220,924.30
	00175	IMF Storm Facilities	91,297.67
	00180	Water Utility Fund	331,136.22
	00181	Water Utility-Capital Outlay	3,529,801.03
	00210	Library Fund	10,993.18
	00230	Asset Seizure Fund	87.41
	00234	Local Law Enforce Block Grant	1,640.26
	00236	LPD-OTS Grants	24.95
	00260	Internal Service/Equip Maint	54,797.29
	00270	Employee Benefits	17,485.29
	00300	General Liabilities	3,238.66
	00310	Worker's Comp Insurance	32,283.95
	00321	Gas Tax-2105,2106,2107	17,254.21
	00325	Measure K Funds	17,787.49
	00326	IMF Storm Facilities	47,603.27
	00331	Federal - Streets	13,227.02
	00340	Comm Dev Special Rev Fund	770.97
	00345	Community Center	115.56
	00346	Recreation Fund	34.21
	00347	Parks, Rec & Cultural Services	19,194.30
	00459	H U D	2,180.90
	00502	L&L Dist Z1-Almond Estates	790.06
	00503	L&L Dist Z2-Century Meadows I	499.00
	00506	L&L Dist Z5-Legacy I,II,Kirst	1,330.64
	00507	L&L Dist Z6-The Villas	1,122.74
	00509	L&L Dist Z8-Vintage Oaks	415.82
	00510	SJ MultiSpecies Habitat Conser	71,681.11
	00550	SJC Facilities Fees-Future Dev	58,244.32
	01211	Capital Outlay/General Fund	13,688.26
	01214	Arts in Public Places-IMF	137.71
	01217	IMF Parks & Rec Facilities	11,340.00
	01250	Dial-a-Ride/Transportation	160,341.78
	01251	Transit Capital	76.66
	01252	Transit-Prop. 1B	287.80
	01410	Expendable Trust	21,902.18
			-----
Sum			5,752,590.78
	00184	Water PCE-TCE-Settlements	84.00
			-----
Sum			84.00
			-----
Total Sum			5,752,674.78

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	01/22/12	00100	General Fund	648,713.03
		00160	Electric Utility Fund	143,952.86
		00161	Utility Outlay Reserve Fund	10,707.87
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	108,640.59
		00180	Water Utility Fund	155.52
		00210	Library Fund	28,176.89
		00235	LPD-Public Safety Prog AB 1913	923.20
		00260	Internal Service/Equip Maint	16,840.20
		00321	Gas Tax-2105,2106,2107	26,518.78
		00340	Comm Dev Special Rev Fund	21,512.81
		00347	Parks, Rec & Cultural Services	100,071.84
		01250	Dial-a-Ride/Transportation	6,542.61
Pay Period Total:				
			Sum	1,116,161.60
Retiree	02/29/12	00100	General Fund	67,246.17
Pay Period Total:				
			Sum	67,246.17



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Minutes  
a) January 31, 2012 (Shirtsleeve Session)  
b) February 1, 2012 (Special Meeting)  
c) February 1, 2012 (Regular Meeting)  
d) February 7, 2012 (Shirtsleeve Session)

**MEETING DATE:** February 15, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) January 31, 2012 (Shirtsleeve Session)  
b) February 1, 2012 (Special Meeting)  
c) February 1, 2012 (Regular Meeting)  
d) February 7, 2012 (Shirtsleeve Session)

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

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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

Attachments

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

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JANUARY 31, 2012**

The January 31, 2012, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, FEBRUARY 1, 2012**

A. Call to Order / Roll Call

The Special City Council meeting of February 1, 2012, was called to order by Mayor Mounce at 5:30 p.m.

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

Absent: None

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

B. Closed Session

B-1 Actual Litigation: Government Code §54956.9(a); One Case; Dean Newhall v. City of Lodi, et al., U.S. District Court, Eastern District of California No. 2:11-CV-00579-GEB-KJN

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

C. Return to Open Session / Disclosure of Action

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

Item B-1 was discussion only with no reportable action.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 6:45 p.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, FEBRUARY 1, 2012**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 1, 2012, was called to order by Mayor Mounce at 5:30 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Actual Litigation: Government Code §54956.9; One Application - Shana Lopez v. City of Lodi, Unassigned Case - 7/24/04
- d) Prospective Sale of Real Property at 500 S Guild Avenue: Government Code Section 54956.8; Negotiators are Wayne Craig for Thatcher Chemical and City Manager Konradt Bartlam

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:47 p.m.

C-4 Return to Open Session / Disclosure of Action

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

Items C-02 (a), C-02 (b), C-02 (c), and C-02(d) were all discussion and direction only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of February 1, 2012, was called to order by Mayor Mounce at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian,

Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

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

B. Presentations

B-1 Presentation of Certificate of Recognition to Lodi Association of Realtors President, Diane Gallagher

This item was continued to the next regularly scheduled City Council meeting.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$6,066,529.42 (FIN)

Claims were approved in the amount of \$6,066,529.42.

C-2 Approve Minutes (CLK)

The minutes of January 17, 2012 (Shirtsleeve Session), January 18, 2012 (Regular Meeting), and January 24, 2012 (Shirtsleeve Session) were approved as written.

C-3 Accept Improvements Under Contract for 2011 Disabled Access Improvements, 100 Block of West Elm Street and 111 North Stockton Street (PW)

Accepted the improvements under contract for 2011 Disabled Access Improvements, 100 Block of West Elm Street and 111 North Stockton Street.

C-4 Accept Improvements Under Contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets Project (PW)

Accepted the improvements under contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets Project.

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

This item was pulled for public comment by Angie McDaniel.

Angie McDaniel spoke in regard to concerns about the bidding process and design build projects.

In response to Council Member Hansen, Ms. McDaniel stated she is a sole proprietor representing Guthrie Consulting and she did not bid on the project. City Attorney Schwabauer stated he is satisfied that the design build language that was included in the bid package as an error does not change the fact that the contract is not a design build contract, which is evident from the remaining materials in the packet.

In response to Council Member Hansen, Mr. Bartlam stated Deide Construction did perform the original work on this project. Further, Public Works Director Wally Sandelin stated the design of the security system for the transit facility was approved earlier this evening with Item No. C-6 and it is expected to be installed by the end of fall.

In response to Mayor Mounce, Mr. Schwabauer stated it is not the design build language that caused the lowest bidder to be non-responsive.

In response to Council Member Hansen, Mr. Schwabauer stated that, based on his conversation with General Counsel at the Federal Transit Administration, he is confident that the concern regarding the design build language error is a non-issue.

In response to Mayor Mounce, Mr. Schwabauer stated the City does not typically do contractor prequalification for certain contracts.

Council Member Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2012-06 rejecting non-responsive bids, authorizing the City Manager to execute contract for Transit Station Facility Improvement Project with Diede Construction, Inc., of Lodi, in the amount of \$127,596.50, and appropriating funds in the amount of \$25,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-6 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Jacobs Engineering Group, Inc., of Sacramento, for Design of the Security and Safety System for Lodi Transit Station and Parking Structure (\$72,176) (PW)

Adopted Resolution No. 2012-05 authorizing the City Manager to execute professional services agreement with Jacobs Engineering Group, Inc., of Sacramento, for design of the security and safety system for Lodi Transit Station and Parking Structure in the amount of \$72,176.

C-7 Authorize the City Manager to Execute Amendment to Professional Services Agreement with Robert Half Technology (\$60,000) (CM)

Authorized the City Manager to execute an amendment to the professional services agreement with Robert Half Technology in the amount of \$60,000.

C-8 Adopt Resolution Approving Memorandum of Understanding Between the City of Lodi and the Lodi City Mid-Management Association for the Period January 1, 2012 through December 31, 2013 (CM)

This item was pulled for further discussion by Council Member Johnson.

Council Member Johnson stated he would not be voting in favor of the proposed recommendation

because of his belief that the City should deal with the issue of retirement in its entirety at one time rather than incrementally over a two-year period.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-07 approving Memorandum of Understanding between City of Lodi and Lodi City Mid-Management Association for period January 1, 2012 through December 31, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Ed Miller spoke in regard to concerns about the City's sealed bid process. City Manager Bartlam explained that the water treatment plant and financial services contracts were for professional services done through requests for proposals versus sealed bid process. Mr. Bartlam offered to provide Mr. Miller additional written information regarding said processes.

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

Council Member Hansen wished Parks, Recreation and Cultural Services Director Jim Rodems good luck with his new employment. Mr. Hansen reported on his attendance at Northern California Power Agency (NCPA) and San Joaquin Council of Governments meetings and specifically discussed the NCPA strategic conference, Capitol Day, refinancing of hydro bonds, Smart Growth funding, and Highway 12.

Mayor Mounce reported on happenings at the League of California Cities including proposals related to pension reform.

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

City Manager Bartlam wished Parks, Recreation and Cultural Services Director Jim Rodems the best of luck with his new employment.

G. Public Hearings - None

H. Communications

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

Mayor Mounce made a motion, second by Council Member Hansen, to direct the City Clerk to post for the following expiring terms:

Lodi Improvement Committee

Fran Forkas, term to expire March 1, 2012

Lisa Nixon, term to expire March 1, 2012

Robert Takeuchi, term to expire March 1, 2012

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Consider Introducing Ordinance Amending Lodi Municipal Code Chapter 3.20-Purchasing System-by Adding Section 3.20.106, "Local Hire Policy and Apprenticeship" (CA)

City Attorney Schwabauer provided an overview of the proposed local hiring ordinance as set forth in the staff report.

In response to Mayor Mounce, Mr. Schwabauer stated staff received only one comment from a contractor regarding the proposed ordinance and it was positive.

In response to Council Member Hansen, Mr. Schwabauer stated the local apprenticeship program is not a mandate and only requires a good faith effort.

In response to Mayor Pro Tempore Nakanishi, Mr. Schwabauer stated if one of two bids were submitted by a local contractor, the City would still have an obligation to go with the lowest responsible bidder regardless of contractor location.

Nicole Goehring spoke in support of the proposed ordinance and invited the City Council to attend a local training event in Livermore on February 29, 2012.

Matt Richard spoke in support of the proposed ordinance based on his personal experience with being hired and trained locally.

Mayor Mounce made a motion, second by Council Member Hansen, to introduce Ordinance No. 1857 amending Lodi Municipal Code Chapter 3.20 - Purchasing System - by adding Section 3.20.106, "Local Hire Policy and Apprenticeship."

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-2 Provide Direction Regarding Requested Changes to Cardroom Ordinance Sections 5.12.140, "Rules and Regulations," and 5.12.170, "Gross Revenue Permit Fees" (CA)

City Attorney Schwabauer provided a brief overview of the direction requested with respect to submitting changes to the cardroom ordinance to the Attorney General's office as outlined in the staff report.

In response to Mayor Mounce, Steven Snider, representing the cardroom, stated the plan is to expand slightly into the dining room area to accommodate more card players and to allow for more flexibility. Mr. Snider confirmed the restaurant portion of the business is less profitable.

In response to Council Member Hansen, Mr. Snider stated it is difficult to add two more tables to the current game room configuration and opening up to the restaurant area will provide more flexibility. Mr. Snider stated the restaurant and gaming areas are still required to be separated and the cardroom will need to go back to the Planning Commission for approval with respect to its new floor design of the tables. Further, Mr. Snider stated they are not looking to add more hours but would like to shift the existing hours to match when patrons play.

In response to Mayor Mounce, Mr. Snider confirmed the process associated with submitting proposed changes to the Attorney General, obtaining Council approval on the revised ordinance, and obtaining Planning Commission approval on the internal design facility options.

In response to Council Member Johnson, Mr. Snider stated the overall goal is to make the business as successful as possible to ensure a good profit for both the business and the City.

In response to Council Member Hansen, Mr. Snider stated the cardroom currently employs approximately 90 people.

The City Council provided general direction to the City Attorney to submit the proposed changes to the Attorney General as required.

J. Ordinances

J-1 Adopt Ordinance No. 1856 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 - Public Services - by Repealing and Re-Enacting Chapter 13.04, 'Service Generally,' in Its Entirety" (CLK)

Council Member Hansen made a motion, second by Mayor Mounce, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1856 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 - Public Services - by Repealing and Re-Enacting Chapter 13.04, 'Service Generally,' in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held January 18, 2012.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K. Adjournment

There being no further business to come before Council, the meeting was adjourned at 8:25 p.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, FEBRUARY 7, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 7, 2012, commencing at 7:00 a.m.

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

Absent: Council Member Hansen

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

B. Topic(s)

B-1 Receive Fiscal Year 2011/12 Mid-Year Budget Report on Expenditures (CM)

City Manager Bartlam briefly introduced the subject matter of the 2011/12 mid-year budget review.

Deputy City Manager/Finance Director Jordan Ayers provided a PowerPoint presentation regarding the 2011/12 mid-year budget review and expenditures. Specific topics of discussion included General Fund status, General Fund departmental variances, community development fund status and variances, library fund status and variances, parks, recreation and cultural services fund status and variances, police special revenue fund status and variances, transit fund status and variances, streets fund status and variances, electric utility fund status and variances, water utility fund status and variances, and wastewater utility fund status and variances.

In response to Council Member Johnson, Mr. Ayers stated the appropriation for Parks, Recreation and Cultural Services is primarily associated with the part-time staffing needs for parks maintenance.

In response to Council Member Johnson, Mr. Ayers stated the two pieces on medical cost savings is that the budgeted amount was slightly higher than the actuals and several employees switched to a lower paying plan. Mr. Ayers stated the difference in budgeted and actuals is due to CalPERS good negotiating skills in obtaining lower cost medical plans.

In response to Council Member Johnson, Public Works Director Wally Sandelin stated the solar project came in at \$650,000, well below the \$1 million budgeted amount, and the savings will be spent elsewhere.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated \$28 million was budgeted for the new water treatment plant, \$22 million has been spent, and the remaining \$6 million will be spent in the next year thereby utilizing the entire budgeted amount.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated the City has traditionally received the Community Oriented Policing Services (COPS) grant annually although last year it was proposed to be eliminated in the Governor's budget. Mr. Bartlam stated it was restored at the last minute and Vehicle License Fee funds were taken instead of leaving the future of COPS grants uncertain in light of the State's budget difficulties.

In response to Council Member Katzakian, Mr. Ayers stated all reimbursements for the new Lodi

Energy Center have been processed and are complete.

In response to Myrna Wetzel, Mr. Bartlam confirmed the security costs referenced in the Public Works slide includes the parking garage security.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:30 a.m.

ATTEST:

Randi Johl  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Accept the quarterly investment report as required by Government Code Section 53646 and the City of Lodi Investment Policy.

**BACKGROUND INFORMATION:** Government Code Section 53646 and the City of Lodi Investment Policy require that local agency treasurers submit a quarterly report on investments to the legislative body of the local agency.

The total of all invested funds as of the quarter ending December 31, 2011 is \$69,172,022.34.

The average annualized return on all invested funds over the quarter has been 0.403 percent.

**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, 2011 INVESTMENT STATEMENT**

<b>Local Agency Investment Funds *</b>	<b>90% of Portfolio</b>	
Avg. interest earnings as of 12-31-11	0.38%	
LODI	Local Agency Inv Fund (LODI)	37,959,658.96
LPIC	Local Agency Inv Fund (LPIC)	24,205,427.17
	<b>Subtotal LAIF</b>	<b>62,165,086.13</b>
<b>Certificates of Deposit</b>	<b>1.0% of Portfolio</b>	
matures 03/08/2012	Bank of Ag. & Comm. (cost) 0.70% int.	250,000.00
matures 03/03/2012	UMPQUA Bank (cost) 0.75% int.	250,000.00
matures 03/18/2012	Central Valley Comm. Bank (cost) 0.85% int.	250,000.00
	<b>Subtotal CD</b>	<b>750,000.00</b>
<b>Passbook/Checking Accounts</b>	<b>9.0% of Portfolio</b>	
Farmers & Merchants	demand account - no interest earnings	860,831.65**
Farmers & Merchants - Money Mkt.	0.55% interest earnings	1,166,277.18
Farmers & Merchants - Payroll	demand account - no interest earnings	62,246.96
Farmers & Merchants - Central Plume	demand account - no interest earnings	17,736.976
Farmers & Merchants - CP Money Mkt.	0.55% interest earnings	4,149,843.45
	<b>Subtotal P/C Accts</b>	<b>6,256,936.21</b>
	 <b>TOTAL</b>	 <b>\$69,172,022.34</b>

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

\_\_\_\_\_  
1/24/2012  
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 15, 2012

**PREPARED BY:** Purchasing Technician

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

**BACKGROUND INFORMATION:** During the 4th calendar quarter of 2011, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through K.

Exh.	Date	Contractor	Project	Award Amt.
A	10/4/11	Ingersoll Rand	DVR Purchase for Lodi City Jail	\$18,409.99
B	10/27/11	St. Joseph Occupational Health	Fire Department Annual Physicals	\$19,982.00
C	10/27/11	Durst Office Interiors	Carnegie Hall	\$13,620.68
D	10/27/11	Dell Marketing	Network & Log Monitoring	\$12,991.05
E	11/14/11	Q-Star Technology	Flashcam Digital Vandalism Deterrent System	\$19,711.93
F	11/16/11	Interstate Truck Center	Diesel Particulate Filter	\$12,863.13
G	11/17/11	Motorola Solutions Inc	Radio Equipment for Motors Division	\$12,647.17
H	11/29/11	Weco Industries Inc	Camera Attachments	\$18,874.04
I	12/5/11	Cummins West Inc	Diesel Particulate Filter	\$13,172.38
J	12/6/11	Fisher Scientific	PPE (Turnout)	\$12,187.75
K	12/14/11	ARC/Norcal	Copier Replacement	\$17,407.01

**FISCAL IMPACT:** Varies by project. All purchases were budgeted in the 2011-2012 Financial Plan.

**FUNDING AVAILABLE:** Funding as indicated on Exhibits.

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

JA/sm  
Attachment

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

**EXHIBIT A**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** DVR Purchase for Lodi City Jail  
**DEPARTMENT:** Police  
**CONTRACTOR** Ingersoll Rand - Security Technologies  
**AWARD AMOUNT:** \$18,409.99  
**DATE OF RECOMMENDATION:** September 28, 2011

---

**BIDS OR PROPOSALS RECEIVED:**

Security recording equipment for the Police Department Jail at 215 West Elm Street. Includes DVR recording equipment, electrical supplies and shipping.

**"NO BID" or NO RESPONSE RECEIVED:**

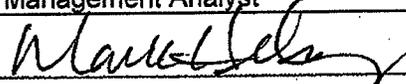
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Sole Proprietor for Security Equipment within the City of Lodi and Lodi Police Department.

**FUNDING:** 1410.2357.9/\$11,964.79; 1410.2375/\$2,770.97; 2351001.7359/\$3,674.23

Prepared by: Jeanie Biskup

Title: Management Analyst

Reviewed by: 

## RECOMMENDATION FOR CONTRACT AWARD

---

**PROJECT NAME:** Fire Department Annual Physicals  
**DEPARTMENT:** Fire Department  
**CONTRACTOR** St. Joseph Occupational Health  
**AWARD AMOUNT:** \$19,982.00  
**DATE OF RECOMMENDATION:** October 27, 2011

---

**BIDS OR PROPOSALS RECEIVED:**

Kaiser Permanente	\$27,423.00
St. Joseph Occupational Health	\$19,982.00

**"NO BID" or NO RESPONSE RECEIVED:**  
LMH Occupational Health

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

St. Joseph Occupational Health has completed the annual physicals for the Lodi Fire Department for over 20 years. They have current files on employees and a working background of the process. St. Joseph's came in with the lowest bid.

**FUNDING:** 102012.7363

Prepared by: Aimee R. New

Title: Division Chief

Reviewed by: \_\_\_\_\_

## **RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Carnegie Hall  
**DEPARTMENT:** Public Works  
**CONTRACTOR** Durst Office Interiors  
**AWARD AMOUNT:** \$13,620.68  
**DATE OF RECOMMENDATION:** 01/24/12

---

**BIDS OR PROPOSALS RECEIVED:**

Durst Office Interiors 21 Carolina House Back Swivel Chairs	\$13,620.68
 BizChairs.com	 \$14,431.79

**"NO BID" or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

This purchase order is being issued for City Council Chambers at Carnegie Hall

**FUNDING:** 1211783.1836.2250

Prepared by: F. Wally Sandelin

Title: Public Works Director

Reviewed by: \_\_\_\_\_

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Network and Log Monitoring  
DEPARTMENT: ISD  
CONTRACTOR: Dell  
AWARD AMOUNT: \$12,991.05  
DATE OF RECOMMENDATION: 10/27/11

---

**BIDS OR PROPOSALS RECEIVED:**

Dell	\$12,991.05
Solar Winds	\$13,149.50
SHI	\$13,020.00

“NO BID” or NO RESPONSE RECEIVED:

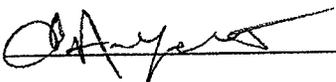
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These tools are used for monitoring the City's network, managing the various log files that are generated, and managing the IP addresses assigned to City devices.

FUNDING: ISD Replacement Fund - 123001.7715

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: 

Purchase Order No.

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** FLASHCAM DIGITAL VANDALISM DETERRANT SYSTEM  
**DEPARTMENT:** PARKS, RECREATION AND CULTURAL SERVICES  
**CONTRACTOR** Q-STAR TECHNOLOGY  
**AWARD AMOUNT:** \$19,711.93  
**DATE OF RECOMMENDATION:** 11/16/11

---

**BIDS OR PROPOSALS RECEIVED:**  
SOLE SOURCE

**"NO BID" or NO RESPONSE RECEIVED:**  
SOLE SOURCE

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

THE FLASHCAM DIGITAL DETERRENT SYSTEM IS A SPECIALIZED PRODUCT USED TO DETER VANDALISM. THE FLASHCAM SYSTEMS USE PROPRIETARY TECHNOLOGY THAT IS DEVELOPED, DESIGNED, MANUFACTURED AND SITRIBUTED EXCLUSIVELY BY Q-STAR TECHNOLOGY AND CONTAIN SPECIALIZED PARTS SUPPLIED ONLY BY Q-STAR TECHNOLOGY. THE SYSTEM'S BATTERY PACK IS POWERED BY SOLAR AND THE SYSTEM IS PORTABLE, RUGGEDIZED, FEATURES WIRELESS DOWLOAD AND USES PROPRIETARY VOICE/FLASH TECHNOLOGY.

**FUNDING:** 1410.2356.2 AND 2341204.7718

Prepared by: TERRI LOVELL

Title: ADMINISTRATIVE SECRETARY

Reviewed by: 

# RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Diesel Particulate Filter (CARB Fleet rule 2011)  
DEPARTMENT: Public Works  
CONTRACTOR: Interstate Truck Center  
AWARD AMOUNT: \$12,863.13  
DATE OF RECOMMENDATION: November 11, 2011

---

**BIDS OR PROPOSALS RECEIVED:**

Interstate Truck Center	\$12,863.13
Pape Machinery	\$13,463.88
Cummins West	\$14,343.29
A-Z Bus Sales, Emissions Solutions Group	\$15,047.31

“NO BID” or NO RESPONSE RECEIVED:

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

In order to comply with the California Air Resource Control Board (CARB) Fleet Rule, Fleet Services will need to retrofit Public Works Vacuum Truck #04-038 with a diesel particulate filter. Fleet Services solicited bids from the Companies listed above and recommends the low bidder, Interstate Truck Center, for the purchase and installation of this required device.

FUNDING: 1711201.7851

Prepared by: Randy Laney

Title: Fleet Services Supervisor

Reviewed by: 

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Radio Equipment for Motors Division  
DEPARTMENT: Police Department  
CONTRACTOR: Motorola Solutions, Inc.  
AWARD AMOUNT: \$12,647.17  
DATE OF RECOMMENDATION: November 17, 2011

---

BIDS OR PROPOSALS RECEIVED: Motorola Solutions, Inc. \$12,647.17

"NO BID" or NO RESPONSE RECEIVED:

### BACKGROUND INFORMATION & BASIS FOR AWARD:

Delta Wireless dba Motorola Solutions, Inc. is the Sole Source Provider of parts, equipment and service for Police Department radio equipment in San Joaquin County.

FUNDING: 236016.7718

Prepared by: Patsy Tucker

Title: Administrative Clerk

Reviewed by:  \_\_\_\_\_

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Camera Attachments  
DEPARTMENT: Public Works  
CONTRACTOR: WECO Industries  
AWARD AMOUNT: \$18,874.04  
DATE OF RECOMMENDATION: 11/08/11

---

BIDS OR PROPOSALS RECEIVED: \$18,874.04  
WECO Industries  
Sole Source Letter  
Attached

"NO BID" or NO RESPONSE RECEIVED:

### BACKGROUND INFORMATION & BASIS FOR AWARD:

This kit increases the usefulness of the Wastewater Utility's closed circuit television CCTV System. The CCTV System is used to assess the condition of the wastewater mains and the performance of our high pressure cleaning crews.

By purchasing this kit, the transporter can quickly be configured to a track system or wheeled system as conditions dictate. The kit also increases the number of pipe sizes that can be effectively televised during low flow conditions which eliminates the need to install temporary plugs in the pipelines, making operations more safe.

FUNDING: 170404.7719

Prepared by: Lance Roberts

Title: Water/Wastewater Superintendent

Reviewed by: 

**EXHIBIT I**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Diesel Particulate Filter (CARB Fleet rule 2011)  
**DEPARTMENT:** Public Works  
**CONTRACTOR** Cummins West, Inc  
**AWARD AMOUNT:** \$13,172.38  
**DATE OF RECOMMENDATION:** November 29, 2011

---

**BIDS OR PROPOSALS RECEIVED:**

Cummins West, Inc.	\$13,172.38
Pape Kenworth	\$18,609.12
A-Z Bus Sales, Emissions Solutions Group	\$19,915.02
Interstate Truck Center	\$20,276.98

**"NO BID" or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

In order to comply with the California Air Resource Control Board (CARB) Fleet Rule, Fleet Services will need to retrofit Public Works Street Sweeper Truck #04-123 with a diesel particulate filter. Fleet Services solicited bids from the Companies listed above and recommends the low bidder, Cummins West, Inc., for the purchase and installation of this required device.

**FUNDING:** 1711201.7851 50%, 3251201.7851 50%

Prepared by: Randy Laney

Title: Fleet Services Supervisor

Reviewed by: 

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: PPE (Turnout ) Purchase  
DEPARTMENT: Fire  
CONTRACTOR: Fisher Scientific  
AWARD AMOUNT: \$12,187.75  
DATE OF RECOMMENDATION: 11/29/11

---

**BIDS OR PROPOSALS RECEIVED:**

Fisher Scientific	\$12,187.75
JAECO Fire & Life Safety	\$13,074.75
None Available/Sole Source West Coast	\$0.00

**"NO BID" or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Morning Pride Turnouts/Lodi Specification - Fisher Scientific/Lowest Bidder

**FUNDING:** 102012.7306

Prepared by: Linda Hoover

Title: Administrative Secretary

Reviewed by: Aimee R. New

Purchase Order No.

**EXHIBIT K**

**RECOMMENDATION FOR CONTRACT AWARD**

---

PROJECT NAME: Copier Replacement  
DEPARTMENT: Electric Utility  
CONTRACTOR: ARC/NORCAL  
AWARD AMOUNT: \$17,407.01  
DATE OF RECOMMENDATION: 12/13/11

---

**BIDS OR PROPOSALS RECEIVED:**

ARC/NORCAL	\$17,407.01
Intereprint Systems	\$24,103.68
Kip Equipment	\$24,103.68

**"NO BID" or NO RESPONSE RECEIVED:**

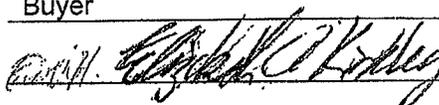
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

This machine will replace a "down" existing copier. We are currently doubling the duty on a large format color copier in order to reproduce black and white copies. The Purchase Order is awarded to ARC/NORCAL based on being the lowest responsible bidder.

**FUNDING: 160612.7359**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.:



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for Irrigation Improvements at White Slough Water Pollution Control Facility

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for irrigation improvements at White Slough Water Pollution Control Facility.

**BACKGROUND INFORMATION:** Farming operations at the White Slough Water Pollution Control Facility include the irrigation of recycled water and the application of biosolids for fodder crops that are cultivated on approximately 790 acres of City-owned farmland surrounding the facility.

Since March 1990, the City has had a permit for diversion of surface water from Dredger Cut to irrigate 460 acres of the farmland south of an unnamed channel that bisects the property. This channel conveys surface water from Dredger Cut to an irrigation pump located near the mosquito ponds (see Exhibit A).

This project includes modifications and upgrades to the existing irrigation pump station and maintenance dredging approximately 4,400 lineal feet of the unnamed channel to improve its conveyance capacity. The improvements are needed to maintain an irrigation supply to the 460 acres of farmland south of the unnamed channel that have been impacted by additional recycled water demands from the Northern California Power Association (NCPA) Lodi Energy Center and by the development of silt and vegetation that is impeding the flow of water to the pump station. The use of biosolids on these properties would continue as permitted by the State.

Staff has consulted with the San Joaquin Council of Government (SJCOG) Habitat Conservation Plan representatives. Preliminary environmental clearance for this project has been established through project approvals associated with the construction of the Lodi Energy Center.

The specifications are on file in the Public Works Department. The planned bid opening date is March 8, 2012. The project estimate is \$100,000.

**FISCAL IMPACT:** This project will maintain irrigation supply water to the City's land application areas which generate annual lease revenues to the General Fund of approximately \$200,000.

**FUNDING AVAILABLE:** This project will utilize the Wastewater Fund (170403).

---

F. Wally Sandelin  
Public Works Director

Prepared by: Kathryn Garcia, Compliance Engineer  
FWS/CES/KMG/pm  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

---

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

# EXHIBIT A

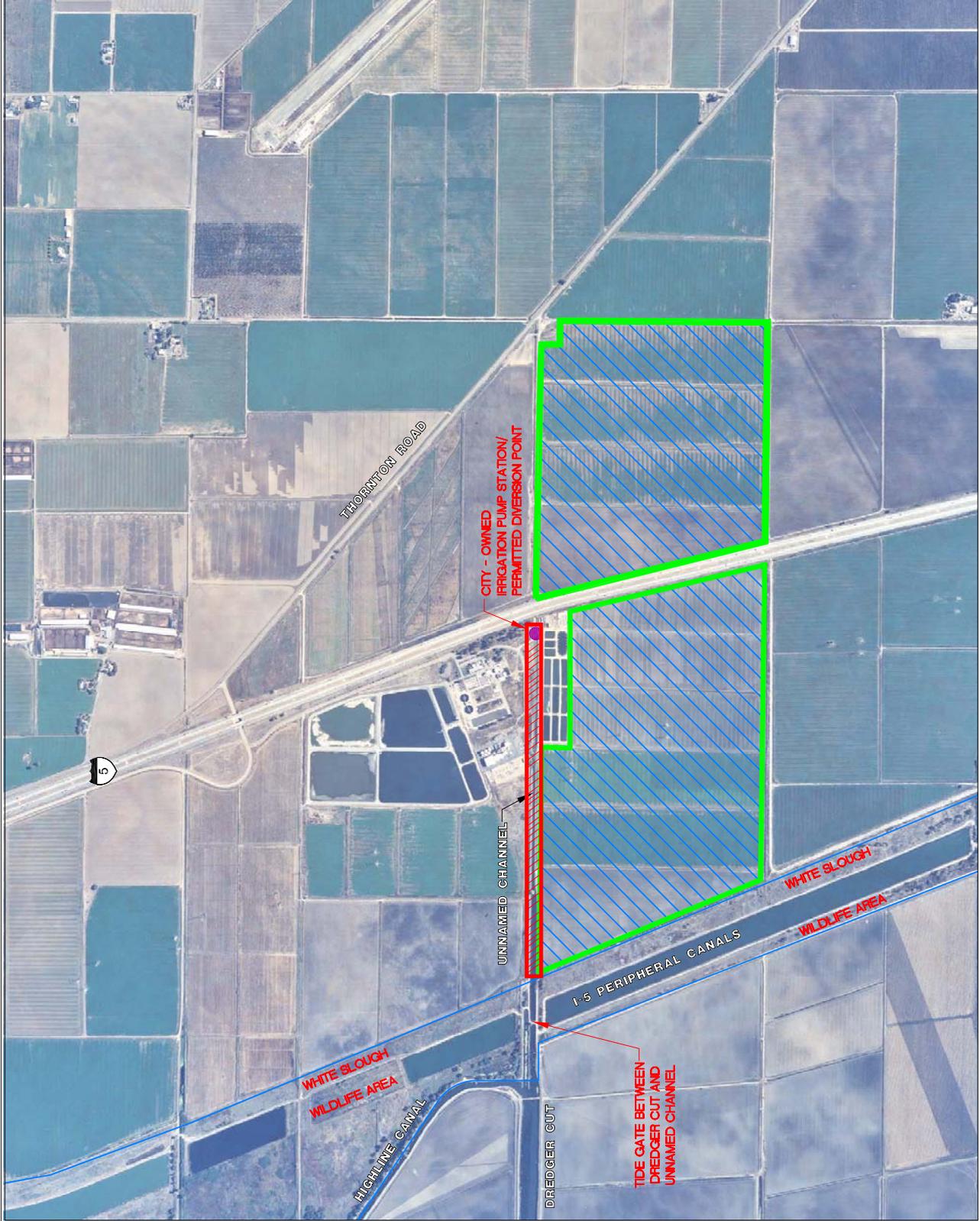
City of Lodi  
White Slough WPCF  
SURFACE WATER IRRIGATION  
FACILITIES

LEGEND:

- IRRIGATED PROPERTIES
- PROJECT AREA



NOT TO SCALE





TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for Completion of Citywide Tree Survey 2012

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for completion of Citywide tree survey 2012.

**BACKGROUND INFORMATION:** The City of Lodi Public Works Department Street Division manages the City's urban forest, which includes nearly 10,000 trees located in the public right-of-way and at City facilities, excluding trees maintained by the City's Parks Division. A properly managed urban forest is a valuable asset to our community, not only aesthetically by softening and providing natural character to City streets, reducing noise, and providing historical value, but also by providing emotional and psychological benefits to Lodi's citizens. Additionally, a well-maintained urban forest provides environmental benefits by moderating climate effects and improving air quality.

This project includes updating the existing tree inventory prepared in 2001 to reflect the size, location and health of City trees. This information will enable City staff to properly prioritize and budget tree maintenance needs, which minimizes the risk of injury or damages from falling trees and branches.

The specifications are on file in the Public Works Department. The planned bid opening date is March 7, 2012. The project estimate is \$25,000.

**FISCAL IMPACT:** An updated tree inventory will enable more cost-effective management and maintenance of the City's urban forest, reducing the likelihood of damage claims filed due to falling trees or limbs.

**FUNDING AVAILABLE:** This project will utilize the Gas Tax Fund (3215036).

---

F. Wally Sandelin  
Public Works Director

Prepared by Kathryn Garcia, Compliance Engineer

FWS/KMG/pmf

cc: Deputy Public Works Director – Utilities  
Compliance Engineer

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



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for 2011 Alley Reconstruction Project

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for 2011 alley reconstruction project.

**BACKGROUND INFORMATION:** The project was awarded to Knife River Construction, of Stockton, in the amount of \$236,510.50, on July 20, 2011. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of the reconstruction of the alley north of Tokay Street from Stockton Street to Washington Street and the alley north of Eden Street from Washington Street to Garfield Street with 756 tons of asphalt concrete and the installation of 1,790 lineal feet of pervious concrete alley gutter and 368 lineal feet of 10-inch storm drain.

The project was completed on the contract completion date of December 1, 2011. The final contract price was \$276,999.86. The difference between the contract amount and the final contract price is due to bid quantity differences and contract change orders for storm drainage and asphalt concrete work due to field conditions.

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

**FISCAL IMPACT:** The project will reduce maintenance costs in the reconstructed alleys.

**FUNDING AVAILABLE:** This project was funded by 2009/10 and 2010/11 Entitlement Community Development Block Grant funds.

---

F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
cc: Deputy Public Works Director – Utilities  
Neighborhood Services Manager

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



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Purchase and Installation of Energy Management System at City Hall

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for purchase and installation of energy management system at City Hall.

**BACKGROUND INFORMATION:** The project was awarded to L & H Airco, of Roseville, on May 4, 2011, in the amount of \$137,000. The contract has been completed in substantial conformance with the plans and specifications.

This project consisted of the replacement of the heating, ventilation and air conditioning (HVAC) control system at City Hall.

The project was completed on the contract completion date of December 31, 2011. The final contract price was \$112,873. The difference between the contract amount and the final contract price is mainly due to not having to perform contingent work to change out the blower and motor at a savings of \$33,819. There were two change orders issued during the project. These were Change Order No. 1, in the amount of \$8,703, for additional air balancing work, and Change Order No. 2, in the amount of \$989, for a sheave change-out on an air handling unit.

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

**FISCAL IMPACT:** Replacing the City Hall HVAC controls with state-of-the-art equipment and energy management system will save operational and energy costs associated with the outdated, failing HVAC controls.

**FUNDING AVAILABLE:** This project was funded by Capital Outlay Fund, City Hall HVAC Controls Replacement Project (FY 10/11 Budget) (1211027) and Public Benefits Fund (164605).

---

F. Wally Sandelin  
Public Works Director

FWS/pmf  
cc: Rob Lechner, Manager of Customer Services and Programs

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



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Accepting Improvements Under Contract for DeBenedetti Park – Phase I Improvements, 2350 South Lower Sacramento Road, and Appropriating Funds (\$44,000)

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution accepting improvements under contract for DeBenedetti Park – Phase I Improvements, 2350 South Lower Sacramento Road, and appropriating funds in the amount of \$44,000.

**BACKGROUND INFORMATION:** The project was awarded to Hemington Landscape Services, Inc., of Cameron Park, on March 17, 2010, in the amount of \$883,562. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of providing and installing a new 6-foot high chain link fence, concrete mow strip, concrete flatwork, stamped concrete driveway, automatic irrigation system, Maxicom irrigation control equipment, 50-horsepower irrigation booster pump, drop inlet catch basins and piping, placement and compaction of salvaged asphalt concrete grindings, soil amendments, grading, hydro-seeding of “no-mow” turf, mechanical sprig planting of Bermuda turf and other incidental and related work.

The contract completion date was October 10, 2010, and the actual completion date was January 8, 2012. The delay in completion was due to additional work being performed and issues with turf establishment that necessitated replanting of sprigs and the extension of the warranty period. The final contract price was \$928,568.88. The difference between the contract amount and the final contract price is mainly due to six contract change orders having a combined value of \$90,129.95 which included additional fencing, grading, pump and utility work, installation of filter fabric, placement of slurry cement, replanting of sprigs and extension of the warranty period. The remaining difference of \$45,186.08 is a cost reduction resulting from the deletion of work to install erosion control plant materials at the deep basin area of the site due to access issues.

Staff recommends an appropriation of \$44,000 to cover staff time and additional project expenses.

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

**FISCAL IMPACT:** There will be an increase in long-term park and storm drain maintenance costs.

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

Adopt Resolution Accepting Improvements Under Contract for DeBenedetti Park – Phase I  
Improvements, 2350 South Lower Sacramento Road, and Appropriating Funds (\$44,000)  
February 15, 2012  
Page 2

**FUNDING AVAILABLE:** This project was funded by Parks (1217040) and  
Storm Drain Impact Fees (326040).

Requested Appropriation:  
Parks Impact Fees (1217040): \$43,000  
Storm Drain Impact Fees (326040): \$1,000

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

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F. Wally Sandelin  
Public Works Director

cc: Deputy Public Works Director – Utilities  
Parks Superintendent

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Rebecca Areida-Yadav 5. DATE: 01/26/2012  
 4. DEPARTMENT/DIVISION: Public Works

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	175		3205	Fund Balance	\$ 1,000.00
	1217		3205	Fund Balance	\$ 43,000.00
B. USE OF FINANCING	175	175040	1825.1900	Debenedetti Park Phase 1	\$ 1,000.00
	1217	1217040	1825.2400	Debenedetti Park Phase 1	\$ 43,000.00

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

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

Contingencies and staff time for Debenedetti Park Phase 1 Improvements project.

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

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

Department Head Signature: Wally Sandel

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
ACCEPTING IMPROVEMENTS UNDER CONTRACT  
FOR DEBENEDETTI PARK – PHASE I  
IMPROVEMENTS, 2350 SOUTH LOWER  
SACRAMENTO ROAD, AND FURTHER  
APPROPRIATING FUNDS

=====

WHEREAS, the contract for DeBenedetti Park – Phase I Improvements, 2350 South Lower Sacramento Road, was awarded to Hemington Landscape Services, Inc., of Cameron Park, on March 17, 2010, in the amount of \$883,562 and has been completed in substantial conformance with the plans and specifications approved by City Council; and

WHEREAS, the project consisted of providing and installing a new 6-foot high chain link fence, concrete mow strip, concrete flatwork, stamped concrete driveway, automatic irrigation system, Maxicom irrigation control equipment, 50-horsepower irrigation booster pump, drop inlet catch basins and piping, placement and compaction of salvaged asphalt concrete grindings, soil amendments, grading, hydro-seeding of “no-mow” turf, mechanical sprig planting of Bermuda turf and other incidental and related work; and

WHEREAS, staff recommends appropriating \$44,000 to cover staff time and additional project expenses.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the improvements under the contract for DeBenedetti Park – Phase I Improvements, 2350 South Lower Sacramento Road; and

BE IT FURTHER RESOLVED that funds in the amount of \$44,000 be appropriated from Parks Impact Fees and Storm Drain Impact Fees for this project.

Dated: February 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 15, 2012, by the following vote:

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

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for the Development of the Climate Action Plan to AECOM, of Sacramento, and Appropriating Funds (\$120,000)

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Community Development Department

---

**RECOMMENDED ACTION:** Adopt Resolution awarding contract for the development of the Climate Action Plan to AECOM, of Sacramento, and appropriating funds (\$120,000).

**BACKGROUND INFORMATION:** On October 19, 2011, the City Council authorized the release of a Request for Proposals (RFP) for the development of the Climate Action Plan.

Through that RFP, responding firms/organizations were encouraged to provide the required services in conjunction with a class or group of upper-level undergraduate or graduate students in a related field of study. Through this, the City hoped to facilitate a hands-on student experience as well as receive a fresh approach to Lodi's Climate Action Plan.

In response to that RFP, proposals were received from the following three consulting firms:

- AECOM – Sacramento, partnering with U.C. Davis
- Mintier Harnish – Sacramento, partnering with the University of the Pacific
- PMC – Rancho Cordova, partnering with Cal Poly – San Luis Obispo

Those three firms were contacted and interviewed by the City Manager, the Neighborhood Services Manager and the Associate Planner. At the completion of the interview process, the recommendation is to contract with AECOM for the development of the Climate Action Plan.

**FISCAL IMPACT:** Staff time spent on this project goes toward the City's required in-kind contribution as matching funds.

**FUNDING AVAILABLE:** The project is funded for \$120,000 from an allocation from the Sustainable Communities Planning Grant that was received in 2010.

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Jordan Ayers, Deputy City Manager

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Konradt Bartlam  
Community Development Director

KB/jw  
Attachment

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

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on February \_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and AECOM (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 the development of a Climate Action Plan for the City of Lodi (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 \_\_\_\_, 2012 and terminates upon the completion of the Scope of Services or on April 1, 2013, 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: Joseph Wood

To CONTRACTOR: AECOM  
                                 2020 L Street, Suite 400  
                                 Sacramento, CA 95811  
                                 Attn: Jeff Goldman, 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

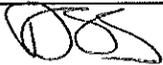
ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

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

CONTRACTOR:  
AECOM

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


By: \_\_\_\_\_  
Name: Jeff Goldman  
Title: Principal

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

Doc ID:

CA:rev.09.2011



# City of Lodi Climate Action Plan

Proposal for CAP Preparation  
Services

Submitted to  
Joseph Wood, Neighborhood Services Manager  
City of Lodi Community Development Department  
221 W. Pine Street  
Lodi, CA 95240

November 30, 2011





November 30, 2011

Joseph Wood, Neighborhood Services Manager  
City of Lodi Community Development Department  
221 W. Pine Street  
Lodi, CA 95240

**Subject: Proposal to Prepare a Climate Action Plan**

Dear Mr. Wood:

AECOM is excited about the opportunity to work with the City of Lodi on a Climate Action Plan (CAP) that will capture its commitment to a high quality of life, economic prosperity, and greater sustainability. We have worked with the City in the past and have been impressed by its ability to pursue a path for growth and economic development that is different from many Central Valley communities.

We understand that the City seeks the assistance of an experienced consultant to prepare a CAP as an implementation measure of the General Plan and to chart its own course for reducing greenhouse gas emissions before being required to do so by the State of California. The City Council desires the CAP to focus on voluntary and incentivized measures acceptable to, and feasible for, Lodi. We further understand that the City anticipates some skepticism within the community about the causes of climate change and the need for Lodi to take action on a CAP at this time. We also understand that the City wishes to involve college students in the preparation of the CAP as a means of preparing the document within the funding available to the City. Finally, we understand that Lodi desires to engage all segments of the community to ensure widespread support for the CAP and its implementation.

AECOM proposes to explore common values and measures around which the community can agree, capture these areas of agreement in the CAP, and prepare a document that instills a sense of ownership by community members. Through this process, the CAP can make a positive and meaningful contribution to improving Lodi's quality of life, business climate, and environment. The success of this project requires a collaborative effort between the AECOM team and the City. For the CAP to be effective, it should perform each of the following functions:

- Elicit participation by all segments of the community—stakeholders, the citizen and private sector community at-large, and City employees.
- Quantitatively demonstrate compliance with regulations, voluntary measures that will meet other City objectives, and achieve desired GHG reduction targets.
- Identify the most reasonable and cost-effective GHG reduction measures.
- Provide clear guidance to City staff on how to implement the plan—a road map to success.

Our team consists of AECOM (our Design + Planning + Economics division) as prime consultant supported by faculty and students from UC Davis Extension Studio 30 and Nelson\Nygaard. We bring to the CAP process experts in greenhouse gas (GHG) analysis and mitigation, land use planning, sustainable energy planning and design, economics, sustainable transportation, and the California Environmental Quality Act (CEQA) – as well as students and faculty from UC Davis offering fresh perspectives from the academic and research community. This expertise is ideal for developing an effective CAP for Lodi that implements the City's recently adopted General Plan. Our planners,

economists, and public outreach specialists have substantial, recent, local, and award-winning expertise preparing CAPs that demonstrate compliance with AB 32 and SB 375, while advancing communitywide sustainability and promoting public outreach and education. We also have substantial experience working with cities that have their own electric utility, such as Roseville and Burbank. We have worked with the City of Lodi and in other San Joaquin County communities and are familiar with the City and its surroundings.

Studio 30 is an integral part of the process and not students just tagging along. Our approach is for AECOM, Nelson/Nygaard, and Studio 30 faculty to provide strategic guidance to Studio 30 students, who will provide much of the horsepower to complete the project. Studio 30 students will be engaged in the entire project from start to finish, with greater emphasis on some tasks than others, as described in our proposal.

AECOM has an established culture of innovation in climate change services, energy efficiency, resource management, community planning, and environmental compliance. We are also committed to mentoring the next generation of leaders in our profession through programs such as Studio 30. We look forward to a potential collaboration with the City and discussing our ideas on how to garner community support for an effective CAP.

Sincerely,



Jeffrey M. Goldman, AICP  
Principal



Jeff Henderson, AICP  
Senior Associate

## Contents

- 01** Approach
- 02** Description of Organization, Management and Team Members
- 03** Organization Qualifications
- 04** Scope of Work
- 05** Schedule
- 06** Budget
- 07** References, Related Experience and Examples of Work
- 08** Contract Exceptions



LODI

# 01

## Approach

*AECOM has an established culture of innovation in climate change services, energy efficiency, resource management, community planning, and environmental compliance. We are also committed to mentoring the next generation of leaders in our profession. Our team for this project consists of consultant experts in greenhouse gas (GHG) analysis and mitigation, land use planning, sustainable energy planning and design, economics, sustainable transportation, and the California Environmental Quality Act (CEQA) – as well as students and faculty from UC Davis offering fresh perspectives from the academic and research community. This expertise is ideal for developing an effective Climate Action Plan (CAP) for Lodi that implements the City’s recently adopted General Plan.*

### Project Understanding

Historically an agriculture-based community, the City of Lodi has evolved into a rich, diverse community. One of the key elements highlighted during the recent General Plan update process was the community’s desire to preserve the small-town character of the City while enabling opportunities for smart growth. Lodi’s high quality of life is reflective of a variety of unique features such as protected open space along Mokelumne River, agriculture green belts along the east, west and south boundaries of the City, employment generating industrial uses along SR 12 and railway corridor, a historic Downtown, reputable vineyards and wine-related tourist prospects, a university campus, commercial centers along Kettleman Road, and intimate residential neighborhoods.

General Plan policy C-P36 directs the City to prepare and adopt a comprehensive CAP. The City has received a Sustainable Communities Regional Planning Grant from the US Department of Housing and Urban Development for a set of related projects, including a CAP. We understand that the City desires to work with students to complete the plan, under the direction of an experienced consulting firm or organization. The CAP will include community meetings and other forms of community input to review the results of a GHG emissions inventory, select an emissions reduction target, prepare policy recommendations, and outline a detailed implementation strategy the City can use to seek internal and external funding to complete.

Neither the CAP, nor the funding underlying it, will be accepted without engaging the varied interests in the community. A community as diverse as Lodi contains many viewpoints on climate change. Some in Lodi may be skeptical that climate change is a human-caused phenomenon, nor do they view State-level or regional leadership on the issue as a benefit to the community. However, based on our understanding of the General Plan update, residents and decision-makers do support Lodi becoming a more livable, walkable, economically diverse and prosperous community that provides excellent public safety services and affordable electricity through the Lodi Electric Utility. Residents and business leaders support smart growth so long as it maintains small-town character and economic prosperity. These community values, their expression through local programs and initiatives, and a desire to improve the quality of life in Lodi can have a co-benefit of reducing greenhouse gas emissions, reducing energy costs, improving community health, and increasing Lodi's resiliency to future impacts from climate change. It is possible, therefore, to have a meaningful discussion about actions that community members are willing to take to achieve the values stated in the updated General Plan without engaging in a debate on the causes of climate change.

The General Plan establishes a GHG emissions reduction goal of at least 15% below 2008 levels by 2020. The CAP required by the General Plan must be completed in a manner that reflects diverse viewpoints and the local development and planning context in order to be successful. Together, the policies contained in the General Plan and additional GHG reduction measures to be developed as part of the CAP will allow Lodi to respond to critical issues important to the community. Achieving the targeted GHG reductions will demand genuine and significant effort from civic leaders, residents, and businesses.

In response to community concerns, we also understand that the City desires an approach that relies on mandatory or regulatory reduction measures for local government operations, while emphasizing use of incentive-based voluntary approaches to achieve communitywide emission reductions. The CAP also offers potential to streamline future development projects that are consistent with the

General Plan's smart growth vision for the future, by eliminating the need for projects consistent with the General Plan and CAP to evaluate GHG emissions under the California Environmental Quality Act (CEQA). Measures in the CAP that lead to lower energy, water, and other resource costs can also contribute to a healthier business climate.

We view our role as assisting the City in exploring common values and measures around which the community can agree, capture these areas of agreement in the CAP, and prepare a document that instills a sense of ownership by community members. Through this process, the CAP can make a positive and meaningful contribution to improving Lodi's quality of life, business climate, and environment. While some in the community may not embrace all aspects of the CAP, the City Council views this project as an opportunity to chart its own course toward a more sustainable future, rather than waiting for the state to mandate how the City should respond to climate change legislation.

## Project Objectives

The success of this project requires a collaborative effort between the AECOM team and the City. Our scope of work presents the services and capacities that the AECOM team will provide for each of the requested tasks. In addition, we believe that an effective CAP should perform each of the following functions:

- Elicit participation by all segments of the community—stakeholders, the citizen and private sector community at-large, and City employees.
- Quantitatively demonstrate compliance with regulations, voluntary measures that will meet other City objectives, and achieve desired GHG reduction targets.
- Identify the most reasonable and cost-effective GHG reduction measures.
- Provide clear guidance to City staff on how to implement the plan—a road map to success.

## Project Approach

Our approach to key parts of this assignment is described in the following paragraphs, followed by a Scope of Work responding to the City's RFP.

### Engaging Studio 30

The practice of land use and environmental planning is going through a period of rapid change and upheaval. The UC Extension Studio 30 program seeks to assist communities in addressing this change in positive ways. As part of Extension's the Land Use and Natural Resources program (LUNR), Studio 30 teams with professionals, academics and students from the American Planning Association (APA), the UC Davis Community Development and Geography Graduate groups and the Landscape Architecture program to create an exciting collaboration on community planning projects. Studio 30 provides an opportunity for professionals and students to experiment and innovate, thereby laying the groundwork for the future planning profession.

The Lodi CAP will be a Studio 30 project. Jeff Loux, Ph.D. will be the UC Davis faculty assigned to the Studio, Julia Lave Johnston will be the UC Davis Extension faculty assigned to the Studio, and Jeff Henderson, AICP (AECOM's proposed project manager) will be a Studio 30 Fellow and the AECOM-Studio 30 Liaison. The class will start work on this project in Winter Quarter 2012, and continue through Spring and Fall Quarters 2012, meeting every week and working continuously between meetings. Studio meetings will combine working sessions, weekly assignments designed to meet project objectives, and lectures by Studio faculty and other professionals from AECOM and Nelson\Nygaard. Each quarter's Studio will focus on completing a major milestone in the work program – inventories/projections, GHG emission reduction measure development, measures development, and draft plan preparation. To maintain project momentum over the Summer 2012 period, UC Davis faculty will continue to participate in the project, and AECOM will invite a student intern from Studio 30 to join us at our Sacramento office to continue work on the project.

## Reviewing the Emissions Inventory and Projections

An emissions inventory and projections for Lodi were prepared in conjunction with the General Plan update. Furthermore, we understand that a local government operations inventory for existing conditions will be prepared free of charge to the City by the Great Valley Center. This inventory will be made available early in the CAP process. Therefore, our work focuses on revising the 2008 communitywide emissions inventory to make it suitable for use within the CAP, and deriving 2020 (the AB 32 target year) and 2030 (the General Plan horizon year) projections for both municipal and communitywide emissions from the work completed for the General Plan update, subject to revisions described below.

As an initial step, we will peer review the completed 2008 inventory (General Plan inventory) and 2030 projections (General Plan projections). We have reviewed the inventory and projections and accompanying documentation to determine their suitability for use within the CAP. Based on our preliminary review, we recommend the following course of action for each sector:

- **Electricity:** The General Plan inventory uses "bottom-up" consumption data obtained directly from Lodi Electric Utility using the utility's specific carbon intensity. However, 2030 projections in the General Plan inventory are based on anticipated population and employment growth associated with the General Plan, assuming consumption rates remain constant. While this method is acceptable, we recommend that the projections be adjusted to correspond to the utility's electricity demand forecasts, if available.
- **Natural Gas:** The General Plan inventory does not appear to include emissions from natural gas consumption. We will verify and recommend inclusion of these emissions in a revised inventory and projections using PG&E consumption data and an appropriate emission factor. Natural gas projections may be based on based on anticipated population and employment growth under the General Plan, assuming consumption rates remain constant, or adjusted based on any projections from PG&E about increased efficiencies in the use of natural gas.

- **On-road Transportation:** The General Plan inventory uses a “bottom-up” approach employing a jurisdiction-bounded methodology that considers all vehicle miles traveled [VMT] within City limits. We recommend using an origin-destination methodology (considering 100% of all trips originating and ending in Lodi, and 50% of all trips originating or ending in Lodi) to estimate the VMT. Projections should employ future VMT data from the City’s traffic model, consistent with land uses anticipated with implementation of the General Plan. The General Plan EIR analyses describing the effects of statewide fuel efficiency standards (Pavley) and Low Carbon Fuel Standards (LCFS) can be used directly in the CAP.
- **Off-road Transportation:** The General Plan inventory does not include off-road vehicle emissions. We recommend using the California Air Resources Board (ARB) OFFROAD model to project future emissions, and recommend using more specific employment data from the San Joaquin Council of Governments (SJCOG) and/or US Department of Housing and Urban Development (HUD) to distribute these emissions to Lodi.
- **Solid Waste:** The General Plan inventory uses a first order decay methodology to estimate solid waste emissions. We concur with this methodology and recommend no change to the solid waste sector.
- **Wastewater:** The General Plan inventory does not include wastewater emissions. We recommend using a “bottom-up” methodology based on the ARB’ Local Government Operations Protocol (LGOP) to estimate communitywide wastewater emissions.
- **Water:** The General Plan inventory does not include water emissions. We recommend a “bottom-up” methodology based on water demand, specific energy intensity factors, and appropriate emission factors to estimate emissions associated with the conveyance, delivery and treatment of potable water.

As noted above, we recommend modifications to the emissions inventory and projections. While the outcome of these revisions is likely to make only a small difference in the content of the inventory and projections, establishing a replicable methodology for future inventories and relating the inventory directly to the CAP has potential benefits in the monitoring and reporting phase. We will discuss potential pros and cons of completing these revisions at the project kickoff meeting. If directed by City staff to proceed, we will then perform a detailed peer-review of the inventory and projections, engage Studio 30 students to collect and revise data inputs, and revise the sectors noted above accordingly.

#### Quantifying GHG Reduction Potential

Our standards and philosophy regarding CAP development are unique in the industry. AECOM’s approach to quantification of GHG emission reduction measures involves a level of diligence that ensures the CAP is of the highest, most defensible quality. Evidence (e.g., literature, academic research, scientific studies) in support of emission reduction performance is requisite for AECOM to report the performance of a GHG reduction strategy or program. We have developed a library of evidence to substantiate GHG emission reductions attributable to CAP measures. Our approach also emphasizes transparency in the assumptions used to develop emissions reduction calculations. Our approach to quantifying GHG reduction potential of various CAP measures relies on key input from City staff early in the process to assist in assessing the technical, political, and economic feasibility of potential GHG reduction measures. This input helps us to prioritize and refine CAP measures process. To ensure that the technical work described above links closely with the creation of highly tailored and contextually appropriate GHG reduction measures, we employ our proprietary Climate Action Plan Toolkit. Details describing our methodology can be reviewed in the appendices of our CAPs.

### The Climate Action Planning Toolkit

We will use our proprietary Climate Action Planning Toolkit (the Toolkit) to assist the community to select appropriate GHG reduction measures. This tool will assist in removing biases or pre-conceived notions about proposed measures, and will be based on current data relevant to Lodi. The Toolkit will be used to identify appropriate GHG reduction measures that should be incorporated within the CAP.

The Toolkit will be calibrated to Lodi’s specific context and contain detailed existing conditions, inventory, and forecast data. This data provides inputs needed to quantify sustainability measures and helps staff, decision makers, and stakeholders better understand the planning context. The toolkit will automatically quantify energy savings, GHG emission reductions, and select financial performance metrics. It was designed to be user-friendly, and to facilitate the City’s capacity to develop and implement selected GHG reduction measures. It can be used in committee meeting and workshop settings to demonstrate to the community in a quantifiable way the benefits of GHG reduction measures.

### Economic Analysis

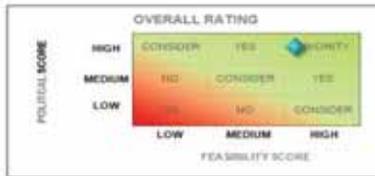
Economic analysis is a critical part of assessing of the financial feasibility of CAP measures and programs, and ultimately a key driver in determining which GHG reduction measures are best suited for Lodi. Recommended GHG reduction measures can vary considerably both in their ease of implementation and their cost effectiveness. Our economic analysis methodology has been developed and refined through past experience to estimate long-term costs and savings to the public sector and annual costs and savings to the private sector. This information is a key factor in developing cost effectiveness metrics which will help the City to prioritize policies and programs, as well as inform the public about the potential economic considerations of CAP measures. By assessing upfront policy development costs and long-term implementation costs, and evaluating the availability of funding sources and financing strategies, the City will be able to make informed decisions about potential GHG reduction measures.

#### 1. ENERGY EFFICIENCY IN NEW CONSTRUCTION: RESIDENTIAL

##### FEEBATE SYSTEM

	NOT FEASIBLE	LOW	MEDIUM	HIGH
TECHNICAL FEASIBILITY			X	
FINANCIAL FEASIBILITY				X
POLITICAL ACCEPTANCE				X

NOTE S:  
 - City Delegates feebates are would be acceptable to the development community and would have the support of Council.  
 - Planning department would need to change permitting fee structure.



##### MANDATORY EFFICIENCY STANDARDS IN BUILDING CODE

	NOT FEASIBLE	LOW	MEDIUM	HIGH
TECHNICAL FEASIBILITY				X
FINANCIAL FEASIBILITY				X
POLITICAL ACCEPTANCE	X			

NOTE S:  
 - Mandatory energy efficiency standards above Title-24 requirements will NOT be politically viable with current council.  
 - This would be low cost from a City implementation perspective and would fit into the current building inspection process.



##### REDUCED PERMITTING FEES FOR PROJECTS THAT EXCEED BUILDING CODE

	NOT FEASIBLE	LOW	MEDIUM	HIGH
TECHNICAL FEASIBILITY				X
FINANCIAL FEASIBILITY	X			
POLITICAL ACCEPTANCE	X			

NOTE S:  
 - Normally this would be easy to do, BUT cannot do in the current economy. Departments need all revenue possible.  
 - Politically dead-on-arrival.



### Climate Action Plan Template

We use graphics and tables extensively to convey key concepts, and keep the focus of the document on the inventory and projections; targets; reduction and strategies, measures, actions; and monitoring plans. The graphic look and use of icons and tables will be established early with the City to ensure focused production of the CAP. AECOM will prepare a document template for use by Studio 30 students to complete the CAP, emphasizing brevity and maximizing use of informative graphics.

Our CAPs have been recognized by the American Planning Association (Sacramento Valley, Los Angeles, and Northern California Sections) and the Southern California Association of Governments (SCAG) as award-winning and exemplar documents. Reviewing agencies, such as the Bay Area Air Quality Management District (BAAQMD), have also commented favorably on the rigorous and transparent methodologies, and accessibility and ease of use of our CAP documents.



### **California Environmental Quality Act Compliance**

AECOM takes great care to prepare CAPs in a manner that takes full advantage of development streamlining potential. State CEQA Guidelines Section 15183.5 allows jurisdictions to analyze and mitigate the significant effects of GHGs at a programmatic level by adopting a plan for the reduction of GHG emissions. Later, as individual projects are proposed, project-specific environmental documents may tier from and/or incorporate by reference that existing programmatic review in their cumulative impacts analysis. Project-specific environmental documents prepared for projects found to be consistent with the CAP may rely on the programmatic analysis of GHGs contained in the CAP and accompanying environmental documentation. A project-specific environmental document that relies on the CAP for its cumulative impacts analysis must identify the specific CAP measures applicable to the project and how the project incorporates the measures. If the measures are not otherwise binding and enforceable, they must be incorporated as mitigation measures applicable to the project. If substantial evidence indicates that the GHG emissions of a proposed project may be cumulatively considerable, notwithstanding the project's compliance with specific measures in this CAP, an EIR must be prepared for the project.

AECOM has extensive experience preparing CAPs that comply with the CEQA Guidelines requirements for a plan for the reduction of GHG emissions. We will monitor the development of all project components to ensure that the ability for the City to tier future projects from the CAP is preserved, and will design the CAP document to identify the process the City and future project applicants must follow in order to streamline projects.

We note that the RFP does not request consultant services to prepare a CEQA environmental document for the CAP, although successful implementation of State CEQA Guidelines Section 15183.5 would require the City to prepare such a document. Many of our clients have determined that adoption of a CAP subsequent to a general plan update requires separate CEQA review (typically an IS/MND), while other clients have reached the opposite conclusion. The deciding factors are the general plan's direction for preparation of a CAP, the extent to which measures in the CAP were anticipated in the General Plan, and the extent of analysis in the accompanying EIR.

In Lodi's case, General Plan policy C-P36 directs the adoption of a comprehensive climate action plan and but does not contain details of the contents of that document or potential GHG reduction measures that could have other environmental impacts if implemented. The City will need to reach an independent conclusion as to whether policies and implementation measures in the General Plan evaluated in the EIR provide sufficient coverage for adoption of the CAP. AECOM will recommend to the City whether the CAP can be exempted from further CEQA review based on the analysis in the General Plan EIR or whether subsequent CEQA review is advisable and the potential cost for that additional analysis.

AECOM has substantial experience preparing CEQA documentation for General Plans and Climate Action Plans, and recently successfully completed an Environmental Impact Report for the City of Citrus Heights General Plan and GHG Reduction Plan. We would be happy to discuss with the City the available CEQA compliance strategies for the CAP, but preparation of an environmental document is beyond the current scope of work.



## Public Outreach

We envision an approach to the work program that includes community involvement. We propose to use a variety of creative methods to build interest and community ownership of the CAP and its proposed GHG reduction measures. We understand techniques that effectively engage City residents and know key stakeholders within the community. For Lodi, involving the community early and often in the process will be key to success. In addition to traditional stakeholders, key leaders from Lodi Electric Utility's largest customers will be specifically invited as stakeholders to participate in the community outreach process, to provide input to staff and decision-makers, and to review and comment on the draft CAP.

Our work program centers upon a stakeholder workshop, a community workshop, a joint Planning Commission/City Council study session, and two public hearings further described in the Scope of Work. The objective of the workshops is to offer public education regarding impactful and cost-effective GHG reduction opportunities in the community, as well to facilitate a critical review of the proposed measures to aid in appropriate, context-specific implementation. We intend the community meeting to be highly engaging and interactive so that participants will feel that they have a stake in shaping measures that are ultimately included in the CAP.

Lodi has a diverse population, including over 36 percent who self-identify as Hispanic or Latino. AECOM is committed to engaging all segments of the community, residents and businesses. We intend the stakeholder meeting as an opportunity to engage with community stakeholders representing these diverse groups. An outcome of the stakeholder meeting will be a strategy to work with community organizations, such as El Concilio and the Hispanic Business Committee of the Lodi Chamber of Commerce, to ensure that the community meeting is effective in capturing broad public participation. We will work with the City and community organization to ensure that City staff and/or representatives of community organizations are available at community meetings to facilitate participation by community members for who are not completely comfortable communicating in English. We have found that trusted community organization provide the best avenue for engaging the community when language and cultural issues may be a factor. AECOM can also provide Spanish language translation, if needed, as an optional service.





# 02

## Description of Organization, Management and Team Members

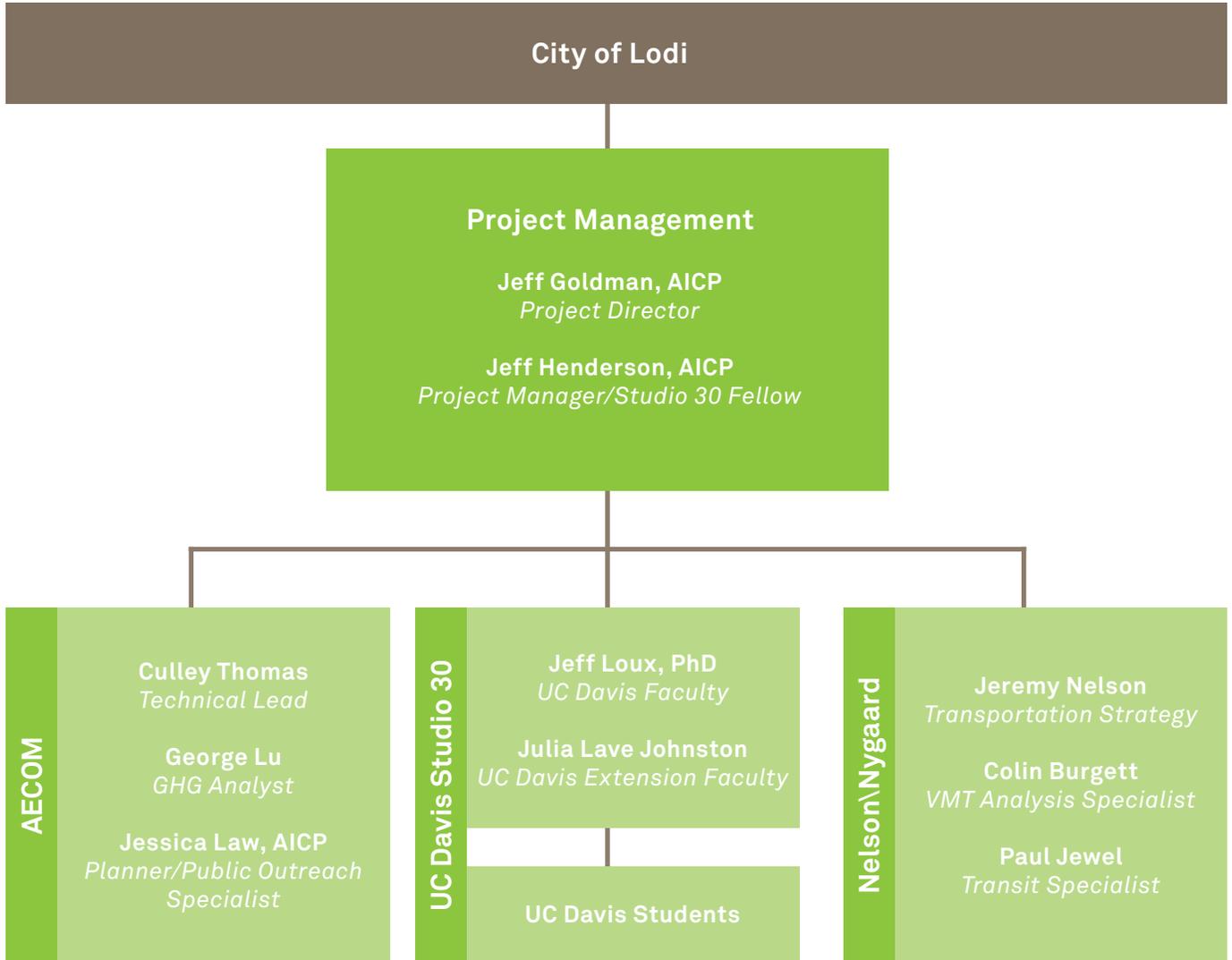
Our team for this project consists of AECOM, Design + Planning + Economics, as prime consultant supported by faculty and students from University of California at Davis Extension Studio 30 (Studio 30) and Nelson\Nygaard.

AECOM's team of planners, economists, and public outreach specialists have substantial, recent, local, and award-winning expertise preparing CAPs that demonstrate compliance with AB 32, SB 375, and the California Environmental Quality Act Guidelines (State CEQA Guidelines), while advancing community-wide sustainability and promoting public outreach and education. We also have substantial experience working with cities that have their own electric utility, such as Roseville and Burbank. We have worked in Lodi and San Joaquin County and are familiar with the community and its surroundings, therefore.

The project will be managed from AECOM's Sacramento office to better collaborate with UC Davis Extension's Studio 30. Studio 30 focuses students on real-world projects with actual clients (typically cities, counties, agencies or NGO's); as well as providing lectures and skills training. The Studio is designed to engage professional and academic expertise from the community and university to collaborate with UC Davis graduate students and outstanding upper division undergraduates to address issues of community planning, design, economic development and sustainability. Projects and activities include land use and urban design plans, site plans and analyses, sustainability studies, public workshops, visioning, focus groups, design charrettes, advisory committees, and solution summits combining professionals with students. Nelson\Nygaard is a sustainable transportation expert with extensive experience throughout California. The firm will provide valuable insight relating to the transportation section of the CAP.

AECOM's Project Director will be Jeff Goldman, who has carried out the same role on a number of local CAP projects, including for the City of Roseville, City of Mountain View, City of Citrus Heights, and Suisun City. Our project manager will be Jeff Henderson, who has managed 12 CAP projects over the last few years. Jeff will serve as the primary day-to-day project contact person and non-student project manager. In addition, he will serve as a Studio 30 Fellow at UC Davis and, with Dr. Jeff Loux and Julia Lave Johnston, will direct the students in completion of analyses required for the Lodi CAP.

### Organization Chart



The technical lead for preparation of the CAP will be Culley Thomas, who has served in the same role on 12 CAPs. He will lead AECOM staff members George Lu, who will provide GHG analysis and Jessica Law, who will be primary author of the CAP and lead public outreach in tandem with Studio 30. In addition to the support provided by Studio 30, AECOM will rely on Nelson\Nygaard staff members Jeremy Nelson, who will provide guidance on transportation strategy, Colin Burgett for VMT analysis, and Paul Jewel for transit.

All team members will report to and be guided by Jeff Henderson, who, as Project Manager, will be responsible for monitoring task assignments, budget constraints, and schedule.

Our proposed team members possess a thorough knowledge of climate change planning and sustainability, and have developed innovative techniques to provide clients with cutting-edge planning for GHG reduction in cities and counties. The project team is presented in the organization chart on the preceding page, and brief biographical descriptions for key staff follow. Full resumes for the project team are provided in Appendix A.

## Key Staff

**Jeff Goldman, AICP** has over 30 years of experience in community planning, with an emphasis on land use, housing, socioeconomic issues, community development, and economic development policy issues. Mr. Goldman has directed work on city and county general plans, specific plans and corridor plans, development codes (including form-based codes), land use, population, and housing studies, and CEQA documents related to these plans. Since joining AECOM, Mr. Goldman's work has increasingly focused on strategic planning and implementing measures for sustainability, climate change, and climate adaptation. Examples include general plans with climate change elements or sections, safety elements that address hazards related to climate change and adaptation strategies, climate action plans, and corridor plans and development codes that contain measures contributing to GHG reduction (particularly for the transportation and building sectors). Since

2006, Mr. Goldman has directed work on climate action plans for 10 cities and counties and climate change sections for five general plan updates.

Many of the community planning assignments have involved outreach to special needs and cultural and language minority groups. Community outreach has included working with community organizations, business and civic groups, and service providers to address the specific concerns of cultural and ethnic communities of interest and to translate written materials and presentations into other languages.

**Jeff Henderson, AICP** is an urban planner and senior project manager with experience managing climate change projects, including CAPs and GHG reduction analyses related to general plan updates. He has 15 years of experience in the fields of land use and environmental planning and geographic information systems (GIS) services. His technical and management experience includes substantial roles in more than 12 general plan update programs, more than 12 Climate Action Plans (CAPs), and large scale specific plans in both northern and southern California. Many of these projects have been recognized as award-winners by professional organizations and regional governments. He has extensive knowledge of how climate change policy applies to local jurisdictions, experience evaluating GHG emissions inventories and projections, and substantial experience developing GHG reduction policies, measures, and actions.

**Culley Thomas** is an urban/environmental planner with experience in municipal environmental performance planning, comprehensive planning, land use planning, and policy analysis and development. Mr. Thomas has a strong background in developing municipal sustainability programs. He has worked with a wide variety of city and county governments developing climate change action policies, energy and water efficiency programs and waste reduction programs. He is also leading the Sacramento office's initiative to integrate environmental performance indicators into comprehensive and specific planning processes for the purpose of helping local governments meet their long term GHG emissions targets. Mr. Thomas is currently providing climate

change planning analysis for the Alameda County, Solano County, Yolo County, Albany, Piedmont, Mountain View, Union City, and Citrus Heights CAP efforts.

**Jeff Loux, Ph.D.** is a Department Chair, Director of the Land Use and Natural Resources Program at the University of California, Davis, Extension, and a faculty member in the Department of Environmental Design at UC Davis. He has worked in the public, private and academic sectors for nearly 30 years addressing land use planning, community development, sustainable planning, urban design, natural resource management, public policy dispute resolution and mediation, and water resources policy. He currently directs a professional education program that offers 140 classes, conferences and training sessions for 4,500 participants annually. Dr. Loux has been involved in all types of land use planning projects including various community General Plans, specific plans, design guidelines, climate action plans, sustainability plans and site design for various development types.

**Julia Lave Johnston** is co-Director of Land Use and Natural Resources at UC Davis Extension (UCDE). She oversees professional certificates and focus areas in Land Use and Environmental Planning, Green Building and Sustainable Design, Sustainability and the Built Environment, and Conflict Resolution. She also manages the new UCDE Sustainable Studies Program. Previously she was Deputy Director for Planning Policy in the State Clearinghouse and Planning Unit of the Governor's Office of Planning and Research (OPR). While at the state, she focused on land use, regional and community planning policy, climate change, and interagency coordination. She represented OPR on the Climate Action Team and co-chaired its Climate Change, Land Use and Infrastructure (CCLU-In) subcommittee. Previous positions include Senior Policy Analyst at the California Research Bureau (CRB) and Project Manager with the Local Government Commission (LGC).

**Jeremy Nelson** has 12 years of experience as a multimodal transportation researcher, planner, and policy analyst in the public, private, and non-profit sectors. Jeremy is one of Nelson\Nygaard's leaders in developing regional transportation plans to support land use and economic development goals, creating clear and persuasive plan documents, and facilitating community and stakeholder outreach. Jeremy Nelson had a key role in the development of the San Francisco Better Streets Plan, which is one of the pioneering complete streets documents in the United States.

## Role of Studio 30 Students

Studio 30 is an integral part of the process and not students just tagging along. Our approach is for AECOM, Nelson/Nygaard, and Studio 30 faculty to provide strategic guidance to Studio 30 students, who will provide much of the horsepower to complete the project. Studio 30 students will be engaged in the entire project from start to finish, with greater emphasis on some tasks than others. In the interest of clearly defining the role of students and the role of the consultant in shared aspects of the work program, our scope of services describes key roles in each of the following tasks:

### Task 1 – Project Management

AECOM will provide project oversight and management and serve as lead contact. AECOM staff, Nelson/Nygaard staff, and Studio 30 faculty will attend the kick-off meeting. Nelson/Nygaard staff and Studio 30 faculty will also be available as needed for additional project meetings.

### Task 2 – Baseline GHG Inventory and Projections

With technical oversight from AECOM and Nelson/Nygaard, Studio 30 students will evaluate and update the communitywide GHG inventory and evaluate or prepare projections as described above for 2020 and 2030. AECOM and Nelson/Nygaard will review all materials produced prior to submittal to the City.

### Task 3 – Public Outreach

AECOM will facilitate all public meetings, and AECOM and Nelson/Nygaard will provide technical information supporting each meeting. With oversight from AECOM and Studio 30 faculty, Studio 30 students will prepare boards, fact sheets, comment cards, presentations, and other supporting materials for the stakeholder meeting and community meeting. Students will also attend the community meeting.

### Task 4 – GHG Reduction Strategies and Goals

With oversight from AECOM, Nelson/Nygaard, and Studio 30 faculty, Studio 30 students will conduct a review of existing policies and programs. Studio 30 students will prepare a summary report to support

measures development.

AECOM and Studio 30 faculty will provide a document and data framework for this community assessment and assist Studio 30 students to conduct this analysis.

AECOM and Nelson/Nygaard will identify potential emission reduction measures. Nelson/Nygaard will develop transportation-related measures and AECOM will identify non-transportation-related measures. Studio 30 faculty and students will break into sub-groups by strategy/sector to research additional best practices, and evaluate the “fit” of each proposed measure to Lodi.

AECOM and Nelson/Nygaard will conduct an emissions reduction analysis using the Climate Action Planning Toolkit and Trip Reduction Impact Analysis (TRIA) tool. AECOM and Studio 30 faculty will review existing emission reduction methodologies with Studio 30 students and work with the students to identify new innovative reduction methods that could be included in the Lodi CAP.

AECOM will conduct an economic analysis, and Studio 30 students will collect and organize data for the analysis. Nelson/Nygaard will develop cost estimates for transportation programs and projects and assist with identification of co-benefits (public health, safety, economic development, etc).

### Task 5 – Climate Action Plan Document

AECOM will oversee the production of the CAP. Studio 30 faculty and students will develop content of Chapters 1 and 2, and will assist with portions of Chapter 3 of the administrative draft CAP. Nelson/Nygaard will provide input for the transportation section of Chapter 3. AECOM will also review and edit an internal draft before the document is provided to the City.

The students would also participate in public meetings and some project management discussions.



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# 03

## Organization Qualifications

Our team for this project consists of AECOM, Design + Planning + Economics, as prime consultant supported by faculty and students from University of California at Davis Extension Studio 30 (Studio 30) and Nelson\Nygaard. Following are profiles and qualifications for each firm that demonstrate how the AECOM team can provide assistance with preparation of the City's CAP.

### AECOM

AECOM's planning, design, and environmental practices provide a blend of global reach, local knowledge, innovation and technical excellence in delivering solutions that enhance and sustain the world's built, natural and social environments.

AECOM has an established culture of innovation in resource management, community planning, and environmental compliance work. Our staff are experts in the California Environmental Quality Act (CEQA), GHG analysis and mitigation, effects of climate change, municipal planning, community land use planning, and sustainable planning and design. These qualities are extremely well suited for providing high quality services to develop climate planning strategies for cities and counties.

AECOM companies have been a guiding force in environmental planning and design for decades. Our long, successful tenure has resulted from the firm's provision of excellence in service and quality of work products. AECOM seeks to build long-term working relationships and partnerships with clients. Key components of our performance include strong client/consultant communication, anticipating and resolving issues, looking out for our clients' interests, "no surprise" proactive project management, and extensive involvement of principals and senior staff in all projects. Our intent is to fully satisfy project objectives, agency requirements, and client needs.



AECOM has in-house staff expertise in the following areas:

- GHG impact analysis and mitigation under CEQA
- Carbon-reduction and climate action strategies
- Sustainable project design and planning
- Climate change vulnerability and resiliency
- Energy conservation and generation systems
- Air quality studies
- Public outreach and community involvement
- Environmental analysis and CEQA/NEPA documentation
- Land use planning, General Plans, and ordinances
- Sustainable economics and fiscal issues

From the passage of executive orders and legislation aimed at restricting and reducing GHG emissions and comments on environmental documents, it has become evident that climate change is a significant social issue that demands consideration in community planning and lifestyle choices.

As a firm, AECOM has been developing methods for estimating and analyzing GHG emissions and incorporating relevant policies and actions into municipal planning since the passage of the California Global Warming Solutions Act of 2006 (AB 32). We routinely conduct climate change analyses for our CEQA documents, and we are preparing climate action plans for many of our municipal clients.

We have been refining our approach to the analysis on each plan or project, in keeping with our continual search for innovatively effective approaches in this still evolving topic.

## Nelson\Nygaard

Nelson\Nygaard Consulting Associates Inc. is distinguished by its commitment to planning transportation systems and identifying mobility improvements that help build and support vibrant, sustainable communities.

A fully multimodal approach, drawn from the real world experiences of industry specialists, is a hallmark of every Nelson\Nygaard project. Covering all modes of transportation, we specialize in planning, operations, and implementation, balancing the goals of each community with the advantages provided by each mode including transit, paratransit, pedestrian, bicycle, auto, and parking.

Since its inception in 1987, Nelson\Nygaard has grown into a nationally recognized firm with seven offices across North America. Today, our personnel work with a wide variety of clients including public transit operators, regional and state planning organizations, city and county municipal departments and private sector customers, and our projects span the globe.

### Analyzing the Most Cost Effective Tools for Reducing CO2 Emissions

Nelson\Nygaard is an industry leader in multimodal transportation planning, CO2 emissions abatement analysis, and the application of transportation strategies to carbon markets. Our experience covers cutting-edge research into the potential for transportation emissions abatement carried out for the California Climate Registry and the American Public Transit Association, as well as development of climate action plans for municipalities, transit agencies, private employers, and community organizations.

In most US states, the transport sector is the biggest emitter of Greenhouse Gas emissions, and within the transport sector, personal driving produces over 70% of emissions. Thus, a key strategy in reducing climate changing emissions is to design communities that are walkable, bikeable and transit friendly. These denser, mixed-use cities provide viable alternatives to driving and thus reduce vehicle miles traveled. Communities designed in this way have many other tangible

benefits, such as improved public health and greater safety. Nelson\Nygaard has developed methodologies for studying the cost-effectiveness of transportation and land use strategies for reducing greenhouse gas emissions. The analysis considers a range of strategies from transit investments and operations to land use changes. The analysis generates a cost curve that can be used to inform policy options, and a set of cost-effective emissions abatement strategies that can be used for raising capital. We bring not only up-to-date knowledge of the latest climate change legislation, but also have vast experience in helping cities form their transportation and land use policies to meet ambitious goals for CO2 reduction. Strategies include shifting density toward transit intensive areas, more stringent TDM requirements for new development, impact fees, parking pricing and significant improvements to walking, bicycling, and transit infrastructure.

## UC Davis Studio 30

The Land Use and Natural Resources program (LUNR) of UC Davis Extension is teaming with professionals, academics and students from the American Planning Association (APA), the UC Davis Community Development and Geography Graduate groups and the Landscape Architecture program to create an exciting opportunity for students and professionals to collaborate on community planning projects.

The practice of land use and environmental planning is going through a period of upheaval. Studio 30 is an opportunity for experience to meet innovation and lay the ground work for the future of the profession. We believe that the synthesis of working professionals with top graduate and undergraduate students will enrich both, and lead to new creative and replicable planning solutions and products.

Studio 30 will focus on real world projects with actual clients (typically cities, counties, agencies or NGO's); as well as providing lectures and skills training. The Studio is designed to engage professional and

academic expertise from the community and university to collaborate with UC Davis graduate students and outstanding upper division undergraduates to address issues of community planning, design, economic development and sustainability. Projects and activities will include land use and urban design plans, site plans and analyses, sustainability studies, public workshops, visioning, focus groups, design charettes, advisory committees, and solution summits combining professionals with students.



Community meeting conducted for the Union City CAP

## AECOM Project Experience

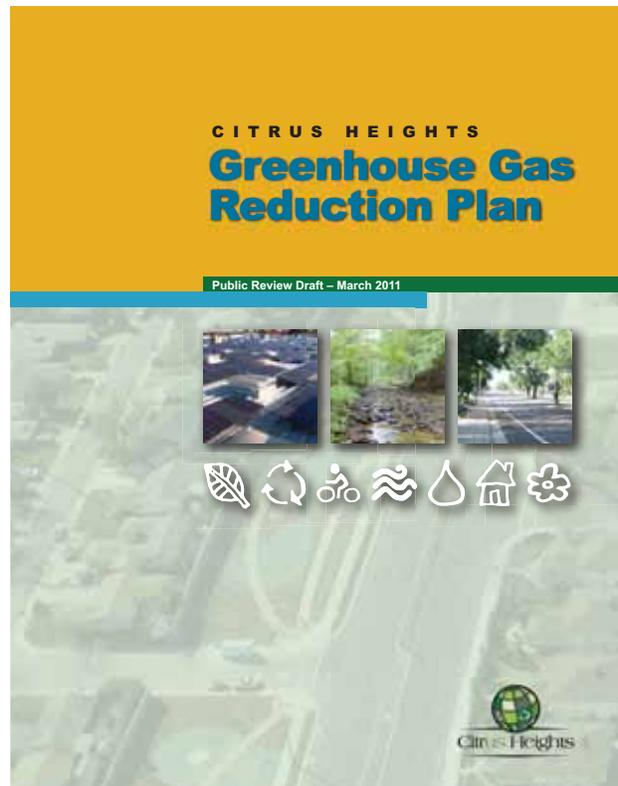
AECOM has spearheaded a range of pioneering efforts by local governments in climate change mitigation. Our portfolio of Climate Action Plans includes many California cities (e.g., Union City, Albany, Piedmont, Mountain View, Citrus Heights, San Clemente, Monterrey Park, Roseville, San Bernardino, West Hollywood) and counties (e.g., Alameda, Solano, San Diego, Shasta, Yolo), as well as cities from the East Coast (e.g., Baltimore, MD) and Midwest (e.g., Lee’s Summit, MO). In leading these efforts, we have developed highly tailored and cost-effective GHG reduction policies and programs for a wide range of environmental, economic, social, and political contexts.

Following is a representative sample of our recent experience preparing CAPs, as well as the experience of our teaming partners.

### Citrus Heights General Plan Update + Climate Action Plan, CA

Key Staff involved: Jeff Goldman, Project Director; Jeff Henderson, Project Manager, Culley Thomas, Climate Change Analyst/Urban Planner

AECOM assisted the City of Citrus Heights with an update of its 2000 General Plan with a focus on four items: climate change/sustainability issues resulting from AB 32 and SB 375; circulation and mobility issues; water quality and low impact development issues; and flood control legislation. The AECOM team developed sustainability strategies which included GHG reduction targets and measures incorporated within the General Plan. A Greenhouse Gas Reduction Plan (GGRP) and EIR accompanied the General Plan Update. City-wide GHG reduction targets, goals and policies were included within the General Plan Update, which also included sustainable mobility policies that address Complete Streets legislation.





### **Yolo County Climate Action Plan, CA**

Key Staff involved: Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner; George Lu, GHG Analyst

AECOM completed a Climate Action Plan (CAP) for Yolo County. The CAP defines GHG reduction and climate adaptation implementation provisions that are feasible, readily executed, and tailored to the unique rural and agricultural character of Yolo County and the land use direction of the County's recently adopted General Plan (e.g., smart, compact development in specific plan areas). AECOM prepared a basic menu of applicable best management practices for GHG reduction. AECOM also developed a defensible CEQA significance threshold, and managed public outreach to support the project.

The Yolo County CAP won the 2011 Innovation in Green Planning Award in the American Planning Association Sacramento Valley Region Awards Program.

### **City of Roseville, Community-Wide Sustainable Action Plan, CA**

Key Staff involved: Jeff Goldman, Project Director; Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner

AECOM prepared the sustainability action plan (SAP) for the City of Roseville, which included a community-wide inventory of baseline emissions, development of programs and policies to reduce emissions from all sources and sectors, and a mechanism to quantitatively track emissions reductions from implementation of the SAP. As part of the work effort, AECOM assisted in the implementation of a community-wide sustainability public outreach campaign that used tailored community-based social marketing (CBSM) mechanisms, traditional public outreach strategies, and established bodies of community participation. AECOM assisted the City in facilitating a 36-member action committee to increase awareness of the community's sustainability efforts and responsibilities and to assist in the preparation of the SAP.

## Union City Climate Action Plan, CA

Key Staff involved: Culley Thomas, Climate Change Analyst/Urban Planner; George Lu, Air Quality/Climate Change Analyst

AECOM developed a Climate Action Plan and associated environmental clearance documentation (Initial Study and Negative Declaration) to help achieve the City's goal of a 20% GHG emission reduction below 2005 levels by the year 2020. The Climate Action Plan and CEQA document were formally adopted by the City Council in October, 2010. The CAP included analysis of existing GHG emissions inventory; GHG reduction and adaptation strategies; a cost effective community engagement process; quantitative analysis of proposed GHG reduction measures in terms of emission reductions; public and private costs, and private savings; funding sources and financing mechanisms; and a robust implementation plan. Our energy modeling tool, the Sustainable Systems Integrated Model for Energy (SSIME), was used to help quantify possible energy and carbon savings (and associated costs) from the City's commercial and residential building stock. In addition, transportation modeling was conducted in collaboration with Nelson Nygaard, in an effort to produce locally specific and effective strategies to reduce vehicle-miles-travelled. The effort also included six meetings with a Climate Protection task force made up of city staff, local citizens, and other key stakeholders, two community meetings, and three public hearings with the Planning Commission and City Council.

The Union City CAP has won a 2011 Innovation in Green Community Planning Award of Merit in the American Planning Association California Northern Section Awards Program.

## Mountain View Climate Action Plan Development, CA

Key Staff involved: Jeff Goldman, Project Director; Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner; George Lu, Air Quality/Climate Change Analyst

We are assisting the City of Mountain View with an update of its 1992 General Plan. As part of this effort, we are assisting the City to work with an Environmental Sustainability Task Force charged by the City Council with developing sustainability strategies for the City, including greenhouse (GHG) reduction targets and measures to be incorporated within the General Plan. We are assisting the City with public outreach associated with this effort, including providing a station describing key climate change facts and strategies at a visioning fair.

The outcome of these efforts will include an adopted community-wide GHG reduction target, goals and policies addressing GHG reduction to be incorporated within the General Plan, and a stand-alone Greenhouse Gas Reduction Program, detailing each measure the City will employ. These measures will be evaluated for efficacy related to the adopted target.



### West Hollywood General Plan Update EIR and Climate Action Plan, Los Angeles County, CA

Key Staff involved: Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner

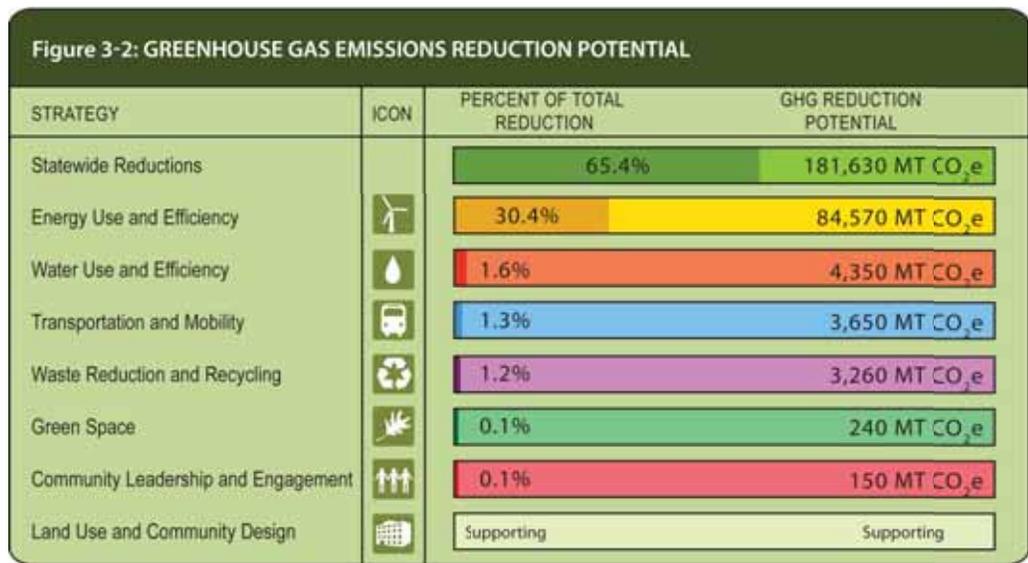
AECOM assisted the City of West Hollywood in completing an EIR for its General Plan update. The AECOM team developed sustainability strategies which include GHG reduction targets and measures to be incorporated within the General Plan. AECOM also prepared a climate action plan to accompany the General Plan update. City-wide GHG reduction targets, goals and policies are included in the General Plan update. The strategies included within the Plan recommend achieving GHG reductions through community leadership and engagement; land use and community design; transportation and mobility; energy use and efficiency, water use and efficiency, waste reduction and recycling; as well as green space.

The City of West Hollywood’s Climate Action Plan was selected by Southern California Association of Governments to receive a 2011 Compass Blueprint Recognition Award for Visionary Planning for Sustainability; and by the American Planning Association, Los Angeles Section to receive a 2011 Innovation in Green Community Planning Award.

### Suisun City General Plan Update, CEQA, and Zoning, CA

Key Staff involved: Jeff Goldman, Project Director; Jessica Law, Urban/Environmental Planner

Suisun City is a historic waterfront town bordered by the Suisun Marsh, the City of Fairfield, and Travis Air Force Base. Since the 1980s, the City has grown to become a Bay Area commuter suburb. The downtown waterfront has evolved into to a mixed-use neighborhood and visitor destination. The City is mostly built out except for several infill parcels and a transit development opportunity site. AECOM is updating the General Plan to comply with changes in planning and environmental laws, identify infill development opportunities, enhance pedestrian and bicycle connectivity, and improve the City’s economic base. Climate change and the potential effects of sea level rise are also key topics. AECOM is also preparing an EIR and updating the Zoning Ordinance to make it more user friendly and include illustrated design guidance. The zoning update will occur concurrently with the General Plan update to implement the overall guidance contained in the General Plan.



## Yuba County General Plan Update and EIR, CA

Key staff involved: Jeff Goldman, Project Director; Culley Thomas, Climate Change Analyst/Urban Planner

AECOM is providing a climate change analysis for Yuba County's General Plan Update. Our experts will summarize the sources of GHG emissions, their potential influence on climate change, the current state of the science, and applicable regulations (e.g., AB 32, SB 375). This summary will cover a number of issue areas, including water supply, water quality, sea level rise, flooding, wildfire, weather extremes, health risks, biological resources, fuel consumption, agriculture, and air quality. We will then analyze GHG emissions and climate change impacts for several growth alternatives for the General Plan Update and prepare an estimated inventory of GHG emissions for the preferred alternative, consistent with the methodologies and data used to estimate GHGs for existing conditions.

## Solano County General Plan + Climate Action Plan, CA

Key Staff involved: Jeff Goldman, Project Director; Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner; George Lu, Air Quality/Climate Change Analyst

The Solano County General Plan Update Program involved a comprehensive revision to most of the County's General Plan elements. The majority of these elements were prepared in the mid- to late-1970s. The Program included the preparation of a General Plan EIR. The General Plan Update Program addressed the following objectives: incorporate all General Plan elements into a single, integrated document; integrate information and policies from various area and special topic plans prepared over the past 25 years; update land use, environmental, economic, and demographic background and technical information; update policies and implementation measures to continue the County's guiding principles of city-centered development and the protection of farmland, open space, and natural resource areas; conduct a comprehensive public outreach program; prepare special area policy plans for portions of the County that may experience changes in land use or have specific issues of concern in addition to issues applicable county-wide; and address the anticipated extension of the voter-approved Orderly Growth Initiative.

Supplemental tasks have been added to develop goals, policies, and implementation strategies that will allow the County to accommodate growth while reducing GHG emissions and also adapt to foreseeable adverse impacts of climate change.

As part of the updated General Plan, we recommended a Sea Level Rise Strategic Program for the County, one of the first of its kind. AECOM is also under contract to develop a Climate Action Plan to achieve the GHG reduction targets outlined in the General Plan Update.

## Burbank General Plan Update + GHG Reduction Plan, CA

Key Staff involved: Jeff Goldman, Project Director; Jeff Henderson, Project Manager

AECOM is preparing an Air Quality Element, Climate Action Plan, and General Plan Update EIR for the City of Burbank. As part of this work, we are completing a baseline GHG emissions inventory for base year 2010, emissions projections for 2020 and 2035, a General Plan Air Quality Element focused on reducing both criteria pollutants and GHGs, and a Program EIR. We are also preparing a standalone GHG Reduction Plan to accompany the updated General Plan.

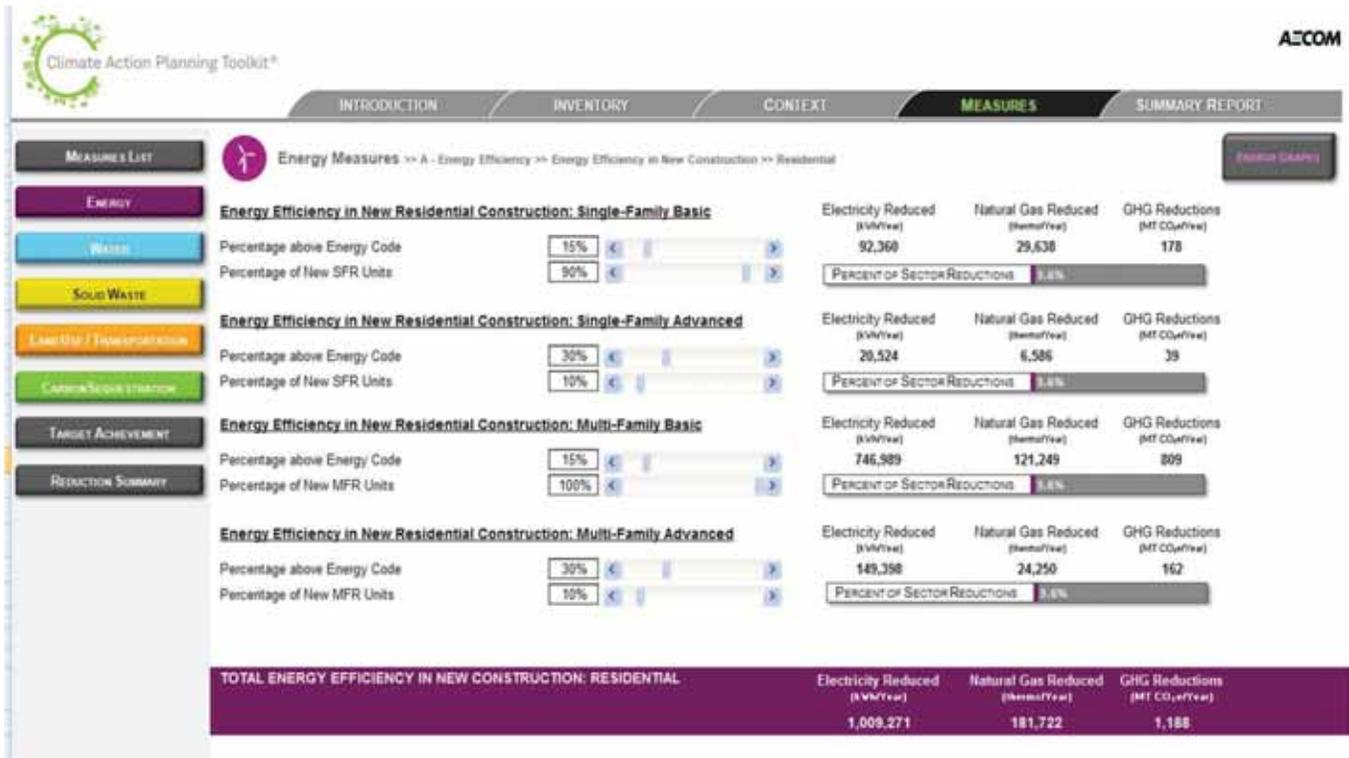


## Albany + Piedmont Climate Action Plans, CA

Key Staff involved: Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner; George Lu, Air Quality/Climate Change Analyst

AECOM worked with the cities of Albany and Piedmont to prepare climate action plans to prioritize greenhouse gas (GHG) reduction measures for the cities, identifying economic costs/benefits for each measure, and identifying how each proposed measure contributes toward meeting established GHG reduction targets. The CAPs also includes public outreach and coordination with city advisory committees and will be incorporated within their ongoing general plan updates.

The CAPs address measures to reduce GHG emissions generated by city-operated facilities (e.g., water treatment plants) and other community sources, including indirect sources (e.g., motor vehicle trips). They will include targets for carbon emissions reductions and measures that incentivize green building and energy-efficiency retrofits, encourage land use planning policies that limit vehicle-miles travelled, and provide opportunities for renewable energy sources. In order for the cities to achieve reduction goals, AECOM will encourage metrics that allow for an increasing population and an expanding economy but are still consistent with California's GHG reduction mandates.



## Climate Action Planning Toolkit

The Climate Action Planning (CAP) Toolkit is a decision support model that allows local governments to develop effective greenhouse gas reduction and related sustainability strategies for their communities.

The Toolkit:

- Organizes existing conditions, greenhouse gas (GHG) emissions inventory, and forecast data, (b) allows jurisdiction to select measures and customize the measure assumptions to the community’s specific context.
- Automatically quantifies greenhouse gas reductions, energy and water savings, waste diversion, and other sustainability co-benefits.
- Provides summary outputs tables and charts that can be directly imported into public outreach materials and plan documents.
- Assists in the implementation and monitoring of the resulting plans.

The Toolkit was designed to be user-friendly and facilitate the jurisdiction’s capacity to develop and implement their selected measures. Use of the Toolkit with AECOM clients has helped ensure efficient and effective planning processes.

The Toolkit is calibrated to a jurisdiction’s specific context and contain detailed existing conditions, inventory, and forecast data. This data provides inputs needed for measure quantification and helps staff, decision makers, and stakeholders to better understand the climate and sustainability planning context. Within the measure development module, clients are able to select appropriate measures and game key performance and participation variables to tailor the policy design to fit their technical, socioeconomic, and political context. The gaming of assumptions is critical for customizing measures to fit the community’s particular political, economic, and physical context. After the jurisdiction customizes the measure assumptions, the calculator will automatically quantify energy savings, GHG reduction, and financial performance metrics.

## Nelson\Nygaard Project Experience

### San Francisco Planning and Urban Research (SPUR): Analysis of San Francisco's Options to Reduce Greenhouse Gas Emissions, CA

The San Francisco Planning and Urban Research Association (SPUR) is a public-policy think tank that promotes good planning and good government through research, analysis, public education, and advocacy. SPUR undertook a study in 2008 to study the specific strategies the City of San Francisco could use to meet the GHG emissions reductions targets in its climate action plan. Nelson\Nygaard led the analysis of transportation and land-use strategies for this study, evaluating the total emissions potential of a package of local and regional emissions reductions strategies related to transit, transportation demand management, parking, traffic, pricing, and development, with an emphasis on determining both total impact and the cost per unit of emission abatement. The study concluded that, in the area of transportation, the city should focus its emissions abatement efforts on strategies that coordinate land use and transportation efforts on a regional scale.

### San Francisco Bay Area Climate Action Plan Cost Effectiveness Analysis, CA

Nelson\Nygaard and Arup collaborated to develop a cost effectiveness analysis of BART's Climate Action Plan. Nelson\Nygaard led a cost-effectiveness study of transportation and land use strategies for reducing greenhouse gas emissions. The analysis considered a group of strategies ranging from transit capital investments and service expansions to station access strategies and the use of land around stations. The outcome of the study was a cost curve that the agency can use in evaluating policy options, and a set of cost-effective emissions abatement strategies that BART can use in appealing for funding.

The cost curve developed through this analysis suggests that, both in the short term for BART, and in the long term for the region as a whole, there are transportation and land use strategies for reducing GHG emissions that are extremely cost-effective compared to strategies likely to be employed in other sectors of the economy. The most important conclusion for BART is that there are available GHG emission abatement strategies that benefit multiple agency goals. Such strategies, which include transit-oriented development, feeder shuttle services, marketing, and fare incentive programs, have the potential to produce regionally significant levels of GHG emissions abatement, increase ridership, and take advantage of spare system capacity, all without new expense (or even with overall fiscal benefits).

### Lake Tahoe Basin Tahoe Sustainability through Mobility Plan, CA

Nelson Nygaard is currently working with the Tahoe Regional Planning Agency to create a Sustainability through Mobility Plan, focusing on the transportation elements of the SCS. The goal of this plan is to develop policies that reduce greenhouse gas emissions from the transportation sector in the Tahoe Basin by providing more options to single-occupant vehicle travel for both residents and visitors. Proposed policies analyzed by Nelson\Nygaard include parking management, street design, transportation demand management, and investments in transit, bicycling, and pedestrian networks.

The core of Nelson\Nygaard's work has been to help define the appropriate transportation policy measures; to analyze the estimated reduction in trips, VMT, and GHGe that could be achieved with these policies; and to provide technical implementation assistance to help "operationalize" some of the policies. Nelson\Nygaard's Sustainability through Mobility Plan and especially the quantitative trip reduction impact analysis (TRIA) estimates will ultimately integrate into the Regional Plan/SCS (currently under development) as well as the pending Regional Transportation Plan.

## Project Commitments

We have assigned project personnel that have the appropriate experience and necessary availability to complete this CAP. Though our team members have commitments to other projects during the timeframe of the Lodi CAP, we have ensured that they do not have any commitments that will prevent them from devoting the time needed. Our office and staff take pride in completing projects within stated schedules and have not missed deadlines due to a lack of capacity or resources or any other reason within our control.

During the timeframe of this project, AECOM team members are committed to the following major projects:

**Jeff Goldman:**

Lake Tahoe Regional Sustainability Plan

**Jeff Henderson:**

Amador County General Plan Update/EIR  
 City of Burbank General Plan Update/EIR  
 City of Santa Ana CAP  
 Yolo County Clark Pacific Project EIR

**Culley Thomas:**

Yuba County CAP  
 Shasta County CAP  
 City of Turlock IMPACS Model Development

**George Lu:**

Baltimore CAP  
 Yuba County CAP  
 Lee's Summit CAP  
 Volusia County SAP

**Jessica Law:**

California High Speed Rail Authority, Public  
 Outreach Programs (Merced to Fresno)

During the timeframe of this project, Nelson\Nygaard team members are committed to the following major projects:

**Jeremy Nelson:**

Ferry Building Plaza  
 Palace of Fine Arts Study  
 SC County Public Health Element  
 Tahoe RTP  
 Tahoe Enviro  
 Vallejo Ferry Parking Study  
 Sacramento Parking Code  
 Westside LA Mobility Study  
 SFpark  
 KC MARC Complete Streets Toolkit  
 WETA Berkeley Parking

**Colin Burgett:**

Alameda Transit Access Plan  
 Alameda Point TMP  
 BART Daly City TOD  
 Brisbane Baylands EIR  
 Los Altos 44 Main Street  
 MTC 880  
 San Diego Euclid Market Village Plan  
 SF MOMA  
 Soledad Downtown Specific Plan

**Paul Jewel:**

Fresno Consolidation  
 Bakersfield LRTP  
 NNTMA, Alameda BRT  
 Rancho Cordova and Muir Woods



# 04

## Scope of Work

Our proposed scope of work is organized into five tasks as presented below.

### TASK 1. PROJECT MANAGEMENT

While AECOM, UC Davis Studio 30, and Nelson/Nygaard will all play important roles in the development of the City's Climate Action Plan (CAP), AECOM will be responsible for oversight and management of the work program and project team. AECOM will be accountable to the City for the quality and completeness of work products. AECOM will regularly consult and communicate with City staff to ensure efficient and effective completion of the work program.

#### 1.1 Project Management and Meetings with City Staff

AECOM will provide project management and administrative services to track project progress, maintain schedule and budget, and respond to requests for information. AECOM will coordinate with City staff to plan and participate in an initial project kick-off meeting to discuss project management expectations and confirm work program milestones and schedules. We recommend that staff from Community Development, Public Works, Lodi Electric Utility, and the City Manager's office attend this kick-off meeting. This session will also be a valuable opportunity for the consultant team to hear first-hand about any specific goals or potential challenges identified by City staff, as well as to discuss methodology and collect policy and program details that will help inform the existing policy and program review. This meeting also provides an opportunity to identify key contacts and delivery partners as well as potential organizations, community groups, and stakeholders to engage in the process. AECOM's project director and project manager, faculty from the University of Davis Studio 30 program (Studio 30), and Nelson/Nygaard staff will attend the kick-off meeting.

The kick-off meeting also provides an opportunity for City staff and the consultant team to identify data sources and other resources to be used in the CAP, to brainstorm ideas, and to learn more about the City. We will work with the City to collect existing data and to review available documents and plans, including:

- electronic copies of documents such as the General Plan, zoning code, design guidelines, master plans and specific plans, recent EIRs, Lodi Electric Utility

reports, and other related studies;

- GIS files including land use designations and zoning districts, assessor or parcel data, roads, environmental resources layers, and other files; and
- contact information for City department heads and key staff.

This task also includes up to seven (7) additional coordination meetings with City staff beyond the kick-off meeting. At these meetings, we will develop and refine preliminary portions of the CAP, review City comments on draft materials, prepare for upcoming public workshops, and review overall project progress. Additionally, the AECOM project manager will facilitate progress status conference calls every two weeks with the City's project manager. Other AECOM, Studio 30, and Nelson/Nygaard staff will attend as necessary.

*Team Responsibilities: AECOM will provide project oversight and management and serve as lead contact. AECOM staff, Nelson/Nygaard staff, and Studio 30 faculty will attend the kick-off meeting. Nelson/Nygaard staff and Studio 30 faculty will also be available as needed for additional project meetings.*

#### **Meetings and Work Products:**

- One (1) kick-off meeting
- Up to seven (7) additional project management meetings
- Bi-weekly (every two weeks) progress status conference calls

## **TASK 2. BASELINE GHG INVENTORY / PROJECTIONS**

### **2.1 Review Existing Communitywide GHG Inventory and Projections**

The consultant team has completed a preliminary review of the communitywide GHG emissions inventory (base year 2008) and projections (2030) prepared for the City as part of the General Plan EIR process. As noted in the project approach, we anticipate revisions to the baseline inventory or 2030

projections based on our preliminary review. The consultant team will discuss with City staff the pros and cons of revising the inventory and projections for purposes of the CAP at the project kick-off meeting. It will also be necessary to prepare communitywide emission projections for 2020, the Assembly Bill 32 target year, and municipal emissions projections for 2020 and 2030. The CAP will also describe the relationship of the municipal and communitywide emissions.

The consultant team will update the communitywide 2008 inventory and 2030 projections, develop 2030 projections for municipal emissions (derived from the municipal emissions inventory prepared by the Great Valley Center), and develop 2020 projections for both municipal and communitywide emissions based on growth factors (e.g., population, employment, electricity demand forecasts, water demand projections) supplied by the City. We will supply to the City a list of required data prior to the update. The City will provide access to all files and information associated with the current emissions inventory. This task also assumes that the municipal emissions inventory and projections will be completed by the Great Valley Center according to the Local Government Protocol and that the City will provide access to files and information supporting the municipal inventory.

The 2030 emissions projections prepared for the General Plan update take into account some of the federal and State legislative and regulatory actions that will reduce GHG emissions (i.e., renewable energy portfolio standards, vehicle fuel efficiency and fuel carbon standards). The consultant team will evaluate additional State and federal actions including, but not limited to, California's current and future building energy efficiency standards (Title-24), appliance efficiency standards (Title-20), federal and State lighting efficiency standards, and State water conservation mandates (Senate Bill-7X). These federal and State actions will be applied to the 2020 projections as well and be credited toward the City's overall emission reduction efforts.

AECOM team member Nelson/Nygaard will compile a transportation-related GHG inventory, and develop two horizon-year VMT and transportation related GHG

estimates (for example, estimates for VMT to and within Lodi and all GHG emissions occurring within City boundaries by 2020 and 2030). The City of Lodi travel demand model was developed and calibrated in 2007, and was used in the City's General Plan update. The General Plan analysis includes a baseline figure for citywide VMT and a projection of VMT at full development of the General Plan (the year 2030). An interim horizon year estimate (2020) for VMT and GHG emissions will be calculated by using the phasing of development scheme outlined in the City General Plan (Phases I, II, and III), in tandem with conversations with City staff regarding the potential timeline for development and infrastructure improvements. Given current economic conditions, it is likely more growth will occur between 2020 and 2030 than between the baseline year and 2020. Policy C-G10 of the General Plan directs the City to "reduce greenhouse gas emissions to 15% below 2008 levels by 2020." This target is consistent with current State recommendations for 2020 and requires no revision. The General Plan does not, however, set explicit targets for 2030 or 2050. As part of this task, we will work with City staff to identify defensible and achievable GHG reduction targets for these years. The consultant team will provide a memorandum that describes State guidance relevant to target setting of medium and long-term horizons.

*Team Responsibilities: With technical oversight from AECOM and Nelson/Nygaard, Studio 30 students will evaluate and update the communitywide GHG inventory and evaluate or prepare projections as described above for 2020 and 2030. AECOM and Nelson/Nygaard staff will review all materials produced prior to submittal to the City.*

#### **Meetings and Work Products:**

- Communitywide inventory and projections review and update memorandum
- GHG reduction target recommendation memorandum

## **TASK 3. PUBLIC OUTREACH**

The following subtasks describe our proposed comprehensive public education and outreach program. These tasks include community workshops, a joint Planning Commission/City Council study session to review preliminary CAP measures, and attendance of two public hearings regarding the Draft CAP with the Planning Commission and City Council.

### **3.1 Community Stakeholder Meeting**

The community stakeholder meeting will be designed to promote an inclusive public process reflecting the diversity of opinions in Lodi. The consultant team, working with City staff, will identify key community stakeholders (i.e., Lodi Chamber of Commerce) and conduct a meeting to solicit input regarding CAP measures, targets, and overall approach. The meeting will also serve as an opportunity for the City to convey its approach to climate action planning. This meeting will occur at an early stage in the planning process to ensure effective integration of this input. The consultant team will prepare meeting materials and facilitate a forum to collect stakeholder opinions.

*Team Responsibilities: AECOM, will prepare community meeting materials. AECOM staff and Studio 30 faculty will attend, facilitate, and summarize the meeting.*

#### **Meetings and Work Products:**

- One (1) community stakeholder meeting, with summarized stakeholder comments

### **3.2 Public Meeting**

The public meeting will occur one-third of the way through the project, after preliminary GHG reduction measures have been developed. The meeting will provide background on why Lodi is developing a CAP and review the communitywide and municipal GHG inventories and preliminary GHG reduction measures. A key objective will be to promote input into the plan and gain feedback on the measures. The workshop will focus on engaging participants in the conversation through breakout group discussions that focus on GHG emissions sectors and preliminary measures. The breakout sessions will also allow the small groups to discuss ideas for preliminary measures.

## Land Use + Transportation



How land use and transportation infrastructure are arranged within a community strongly influences whether residents choose to walk, bike, use public transit, or drive. Pedestrian- and transit-oriented land uses, improved walking and biking infrastructure, improved alternative transportation incentives, and other strategies to reduce single-occupancy vehicle use will be critical to achieving the City's GHG reduction goals.

	GHG Reduction (MT CO <sub>2</sub> e/yr)	Cost to City	Cost to Resident or Business	Savings to Resident or Business
<b>1 Implementation of Pedestrian and Bicycle Master Plan</b> * Continue build-out (goal of 25 percent build-out), of the Pedestrian and Bicycle Master Plan by 2020. * Conduct an obstacle study to determine existing challenges, opportunities, and priority investments.	700	High	N/A	Very Low
<b>2 Transportation Demand Management</b> * Union City Transportation Management Association * Encourage employers to subsidize transit * Enhance ride-share infrastructure to facilitate community participation.	540	Medium	Medium-High	Medium-High
<b>3 Neighborhood Commercial Districts</b> * Enhance existing neighborhood-serving commercial centers in the city to increase residents' access to daily goods and services and encourage the development of mixed-use centers along the City's major corridors, where appropriate.	260	Medium	N/A	Low
<b>4 Transit-Oriented Development</b> * Continue supporting transit-oriented development in the Intermodal Station District and adjacent areas.	6,810	High	N/A	Low



Community meeting board for the Union City CAP

We also suggest that City website provide an avenue for the public to provide input regarding the planning process. The consultant team could assist in developing an appropriate social media site for this purpose.

We recommend a town-hall meeting or open-house format for the meeting, lasting approximately two (2) hours. Given the City's attendance target for this meeting (50 – 100 participants), the venue selected by the City should be large and flexible to support an interactive format. The first portion of the workshop will consist of an overview presentation and facilitated question and answer session and allow participants to review information about climate change, its nexus to the City's sustainable planning efforts, and community sectors that contribute to GHG emissions. AECOM will develop information materials and display boards for up to four stations. Opportunities for one-on-one dialogue with staff and consultants will be offered and public comments/ input will be recorded at each station.

The second portion will allow participants to participate in 3 - 5 break-out groups exploring different GHG reduction strategies within each sector (i.e., land use and transportation; buildings and energy; waste, water, and green infrastructure). The group discussion could also address the rationale for their recommendation, effective contribution toward the GHG reduction target, and economic costs and benefits. Following the workshop, the boards prepared for each station may be used by the City as "static" displays that can be assembled at City buildings, public libraries, community centers or other public spaces to encourage further input.

*Team Responsibilities: AECOM will prepare the public meeting materials. AECOM and Nelson/Nygaard staff will attend, facilitate, and summarize the meeting.*

**Meetings and Work Products:**

- One (1) public meeting, with 1 presentation, and poster boards and fact sheets for up to four open house stations

### 3.3 Planning Commission/City Council Study Session

We have found through experience on past projects that early feedback from the Planning Commission and City Council is a valuable way to ensure that the CAP responds directly to community concerns and minimizes potential for surprise during the public hearing process. At this joint study session, we will review the priority emission reduction measures prior to drafting the Administrative Draft CAP. We will provide a list of prioritized measures (as described in measure 4.5.A) and a summary presentation to be used at the meeting and will be available to respond to comments and questions as requested by staff. We will be available to answer questions and take notes on desired modifications to the plan.

*Team Responsibilities: Up to two AECOM staff, one Nelson/Nygaard staff, and Studio 30 faculty will attend the joint study sessions.*

#### **Meetings and Work Products:**

- Preparation, attendance, and presentation for one (1) Planning Commission/City Council joint study session

### 3.4 Attend Public Hearings

AECOM will present the CAP and respond to public and decision-maker comments and questions at up to two (2) public hearings. We anticipate that these hearings will occur before the Planning Commission and City Council. The work scope assumes that two AECOM staff members will be present at each meeting.

*Team Responsibilities: Up to two AECOM staff will attend the public hearings and be available to answer questions.*

#### **Meetings and Work Products:**

- Up to two (2) AECOM staff attend and present at up to two (2) public hearings

## TASK 4. GREENHOUSE GAS REDUCTION STRATEGIES AND GOALS

This task consists of identifying existing policies and programs that already reduce municipal and communitywide GHG emissions; identifying potential emission reduction measures, and evaluating the technical, economic and political feasibility of these measures. This task culminates in the Planning Commission/City Council joint study session identified as Subtask 3.3 above, prior to preparation of the administrative draft CAP.

### 4.1 Review of Existing Policies and Programs

The review of City and Lodi Electric Utility policies and programs will ensure the consultant team understands the full range of existing activities in Lodi affecting both municipal and communitywide GHG emissions. This task consists of desktop review of existing plans, policies, and programs across the main sectors of building energy, waste, water, transportation and land use, green infrastructure, and agriculture. It will also be important to be aware of activities and measures being planned in adjacent cities in San Joaquin County and within the region, to maximize opportunities for partnership and collaboration. Two (2) meetings with City staff, Lodi Electric Utility representatives, and regional agencies will help clarify any particularly successful or underperforming programs and identify lessons learned for the CAP. The existing policy and program review will be incorporated into a document that identifies existing strengths and weaknesses, and future opportunities and constraints related to municipal and communitywide emission reductions.

Where established quantification methodologies are available, the consultant team will quantify the emissions reduction potential of these existing policies and programs. These reductions will be identified as current achievements within the CAP.

*Team Responsibilities: With oversight from AECOM, Nelson/Nygaard, and Studio 30 faculty, Studio 30 students will conduct the review of existing policies and programs. Studio 30 students will prepare the summary Strengths, Weaknesses, Opportunities and Constraints report.*

**Meetings and Work Products:**

- Two (2) meetings with City and Lodi Electric Utility staff to review existing policies
- Strengths, Weaknesses, Opportunities and Constraints document summarizing findings of Tasks 4.1 and 4.2

**4.2 Baseline Community Assessment**

The review of existing community conditions will enable the consultant team to customize emission reduction measures to Lodi's specific context. The consultant team will develop climate-specific estimates of baseline energy and water use in residential and commercial buildings. This analysis includes two (2) meetings with City staff and will provide insight into which end uses provide greatest opportunity for efficiency improvements and GHG reductions. The consultant team will also examine the solid waste characteristics and diversion rates of various waste materials and identify opportunities for enhanced organic waste diversion. The team will also examine transportation-related metrics such as mode share, existing pedestrian, bicycle, and transit infrastructure, commute patterns, and land use patterns and urban design features. We will analyze community demographics to ensure the CAP measures fit the community's needs. The baseline community assessment will be incorporated within the Strengths, Weaknesses, Opportunities and Constraints document described above.

*Team Responsibilities: AECOM and Studio 30 faculty will provide a document and data framework for the baseline community assessment and assist Studio 30 students to conduct this analysis.*

**Meetings and Work Products:**

- Two (2) meetings with City staff to review existing conditions
- Results summarized in Strengths, Weaknesses, Opportunities, and Constraints document identified in Task 4.1

**4.3 Preliminary Emissions Reduction Measures**

Based on the opportunities identified in the existing policy and program review and baseline community

assessment tasks described above, the consultant team will develop a preliminary list of GHG reduction measures appropriate for Lodi's unique context. A range of potential measures will be presented for each reduction strategy/sector (e.g., energy efficiency/renewable generation, water efficiency, wastewater treatment, solid waste diversion, transportation/land use, carbon sequestration/green infrastructure, agriculture). The list will draw from AECOM's extensive list of GHG reduction measures, a review of other community data sources, and strategies advocated by organizations such as the Governor's Office of Planning and Research (OPR), California Air Pollution Control Officers Association (CAPCOA), the Attorney General's office, ICLEI, and best practices from other cities throughout the nation and world. Nelson/Nygaard will evaluate and propose context-specific transportation-related measures that aim to reduce vehicle-miles-traveled (VMT), based on traffic analysis of trip ends, and VMT within the jurisdiction of the City. To the maximum extent feasible, the list will build on policies and guidance for sustainable land use, transportation, and building contained in the General Plan and other City and regional policy documents. Preliminary measures will include requirements for municipal emissions, and voluntary, incentive-based approaches to achieve communitywide emission reductions. Measures could relate to (but would not be limited to) the following areas:

- Energy efficiency in existing residential and commercial buildings through financing and other incentive-based programs, ordinances, or expansion of existing subsidized low-income weatherization programs (Related to General Plan Policy C-P37).
- Enhancing energy performance of new construction through energy efficiency or green building ordinances, or (Related to General Plan Policy C-P38).
- Renewable energy programs that facilitate access to grants or power purchase agreements or setting up alternative financing strategies (Related to General Plan Policy C-P40).
- Travel Demand Management (TDM). This sector encompasses a wide variety of potential incentive and promotional programs to reduce solo-occupant vehicle trips (aka "drive-alone trips") by encouraging shift to more sustainable modes. Feasible programs could

include: enhancement of existing telecommute programs, and consideration of parking cash-out policies and/or demand-responsive parking charges.

- Enhancements to transit. This could include: enhanced or new shuttles and/or increased fixed-route transit service; improved regional transit connections to/from the City; subsidized transit passes to more employers and organizations in Lodi (Related to General Plan Policies T-P25, 28, and 29).
- Enhancements to pedestrian and bicycle infrastructure. These strategies provide some emissions reductions themselves but are also key supportive strategy to realize the emissions reductions potential of transit enhancements (Related to General Plan Policies T-P14,15,16,17, and 18).
- Land Use Form - Changes in density, mixed-use, and localized design features (Related to General Plan Policies LU-P6,18,25,26, and 27).
- Employee Based Housing - Incentives to encourage persons currently working in the city to live in the city as well. These incentives can take the form of down payment assistance, rental subsidies, and other similar techniques.
- Encouraging water efficiency and water sensitive design practices within new and existing development (Related to General Plan Policies GM-P11, 12, 13, 14, 15).
- Expanded urban forest efforts in developed portions of the city (Related to General Plan Policies C-P38 and 42).
- Encouraging reductions in agricultural nitrogen fertilizer application rates and increasing in field equipment fuel efficiency.

Transportation related measures could include:

- Transportation Demand Management (TDM) – This sector encompasses a wide variety of potential incentive and promotional programs to reduce solo-occupant vehicle trips (aka “drive-alone trips”) by encouraging shift to more sustainable modes. Feasible programs could include: launch of a community-based carsharing pilot, enhancements of bicycle and pedestrian programs and infrastructure, guaranteed ride home programs, enhancement of existing telecommute programs, and consideration of parking cash-out policies and/or demand-responsive parking charges.



*Landscaping can be employed as part of water sensitive design practices in new development*

- Transit Enhancements – This could include: service enhancements (new GrapeLine service, express service, transit priority upgrades to streets, etc.), the provision of subsidized transit passes, the elimination of potential last mile barriers that keep people from using transit, and the conversion to hybrid or Compressed-Natural Gas Vehicles. Nelson\Nygaard’s work on the Lodi Short Range Transit Plan (FY 2008/09 – FY 2017/18) gives our team an intimate knowledge of existing transit service characteristics in Lodi, as well as rider demographics, community priorities, and the feasibility of potential service changes and/or expansion programs.
- Transportation System Management (TSM) – Nelson\Nygaard will review any system management strategies that may have already been implemented for major auto arterials and suggest potential additional measures such as signal timing and/or prioritization and real-time traffic information. For this task, we will emphasize cost-effectiveness and coordination with county public works and Caltrans where there jurisdiction adheres.

Preliminary measures will be presented in a workbook format that allows the City to provide written feedback and rate potential measures. The City will be asked to evaluate these measures and determine which ones could be technically and politically feasible in Lodi. The consultant team will be available to provide assistance during this process. This evaluation will result in a list of selected measures that will be used in the following emissions reduction and economic analysis task. **Team Responsibilities:** AECOM and Nelson/Nygaard will identify a wide variety of potential emission reduction measures. Nelson/Nygaard will develop transportation-related measures and AECOM will identify on the non-transportation-related measures. Studio 30 faculty and students will break into sub-groups by strategy/sector to research additional best practices, and evaluate the “fit” of each proposed measure to Lodi.

**Meetings and Work Products:**

- Preliminary GHG reduction measures workbook

**4.4 Emissions Reduction and Economic Analysis**

Once a list of measures that would be technically and political feasible is identified, the consultant team will evaluate the associated GHG reduction potential and costs and savings. Because one measure can take multiple forms, the consultant team will work with City staff and other agency personnel to develop reasonable assumptions for each measure. Two important variables are the participation rate and performance level. Participation rate refers to the portion of the community that is expected to implement a measure (e.g., percent of residential units that would implement energy efficiency improvements). Performance level refers to the degree to which a measure will reduce an emissions generating activity (e.g., the level of energy efficiency improvement in building retrofit). These assumptions considerably influence a measure’s GHG reduction potential, cost/savings implications, and feasibility. AECOM and Nelson/Nygaard, working with City staff, will use the Climate Action Plan Toolkit described in the project approach to develop appropriate assumptions.

**4.4.A Emissions Reduction Analysis**

The consultant team will use defensible bottom-up quantification methodologies to estimate GHG reductions of selected measures. Quantification will be based on methodologies such as those described in the California Pollution Control Officers Association’s (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures report, ARB, EPA, and other agency publications, and methodologies AECOM and Nelson/Nygaard have developed. All quantification methodologies will be available for review by the City and documented in the final work product. The analysis will examine reductions of primary GHGs including carbon dioxide, methane, and nitrous oxide. The reduction potential of each measure will be expressed in terms of metric tons of carbon dioxide equivalent (MT CO<sub>2</sub>e) emissions.

AECOM team member Nelson/Nygaard will use its proprietary Trip Reduction Impact Analysis (TRIA) tool to evaluate the potential GHG emissions reductions possible from investment in a select list (maximum of 5) of the most feasible multimodal programs and projects appropriate for the Lodi context. The strategies to be evaluated will be based on the implementation details of the most feasible strategies.

*Team Responsibilities: AECOM and Nelson/Nygaard will conduct the emissions reduction analysis using the Climate Action Planning Toolkit and Trip Reduction Impact Analysis (TRIA) tool. AECOM and Studio 30 faculty will review existing emission reduction methodologies with Studio 30 students and work with the students to identify new innovative reduction methods that would ideally be used within the Lodi CAP.*

**4.4.B Economic Analysis**

The consultant team will evaluate the public (i.e., City) costs of each selected measure. Public costs will include first costs, personnel, and administrative costs. The consultant team anticipates that City staff will provide Lodi-specific program, personnel, and administrative cost data to calibrate this analysis. The consultant team will also evaluate private (i.e., to businesses, residents) cost and savings for up to 10

energy and water measures. The analysis will examine first cost, avoided costs and simple payback. Available rebates or financing mechanisms will be presented and analyzed to reduce the private costs.

The team will also evaluate co-benefits of proposed measures including potential energy savings, water conservation, waste reduction, and public health. Co-benefits and costs will be described quantitatively where possible and qualitatively where not possible.

*Team Responsibilities: AECOM will conduct the economic analysis, and Studio 30 students will collect and organize data for the analysis. Nelson/Nygaard will develop cost estimates for transportation programs and projects and assist with identification of co-benefits (public health, safety, economic development, etc).*

#### **Meetings and Work Products:**

- Memorandum summarizing emissions reduction potential, public and private cost/savings, and co-benefits of selected measures.

### **4.5 Priority Emissions Reduction Measures**

Using the emission reduction and economic analysis, the consultant team will work with City staff to conduct a final feasibility analysis, select a list of priority CAP measures, and develop detailed implementation steps.

#### **4.5.A Feasibility Analysis**

At this point in the measure development process, the City will have reviewed the technical, political, and financial feasibility and GHG reduction potential of each potential measure with stakeholders and the community at-large. This combined information will allow the City to make informed decisions about which measures to include within its CAP. The consultant team will facilitate a meeting with City staff to review the measures and select a list of priority measures that will move forward in the CAP. The list of prioritized measures will identify GHG reduction, economic impact, and community co-benefits. The list will also represent GHG reduction potential of the measures as %-reductions relative to the City's reduction target, and potential measure costs relative

to either the City's Capital Improvement Program or departmental operating budgets (i.e., low/medium/high cost ratings). This information forms the basis for presentation to the Planning Commission/City Council in a joint study session format prior to drafting the administrative CAP (described in Task 3.4).

*Team Responsibilities: AECOM will work with City staff to conduct the feasibility analysis. Nelson/Nygaard staff will be available via conference call to participate in these meetings when necessary. As this task occurs over UC Davis' summer break, Studio 30 involvement will be limited to participating faculty and a student intern.*

#### **4.5.A Define Action Steps and Performance Indicators**

Action steps will guide future implementation of the measures. The consultant team will work with City staff to develop action steps for each priority measure, including action step timelines, responsible department(s), and potential funding sources. Input from City departments is critical to this process, so the consultant team will schedule a staff meeting to facilitate this process. The consultant team will also work with staff to develop performance indicators for each measure, which can be used to track implementation progress at intervals in the future.

*Team Responsibilities: AECOM will work with City staff to define action steps and performance indicators. Nelson/Nygaard staff will provide assistance with transportation-related measures. As this task occurs over UC Davis' summer break, Studio 30 involvement will be limited to participating faculty and a student intern.*

#### **Meetings and Work Products:**

- Memorandum describing priority measures with GHG reduction, economic impact, and community co-benefit metrics.
- Memorandum describing action steps and performance indicators.

## TASK 5. CLIMATE ACTION PLAN DOCUMENT

Following the Planning Commission/City Council joint study session (described in task 3.4), this task consists of preparation of Administrative Draft, Public Review Draft, and Final CAPs and an evaluation and monitoring plan.

### 5.1 Prepare Administrative Draft Climate Action Plan

The consultant team will complete an Administrative Draft CAP for City staff and public review. Prior to preparing the draft, the consultant team will provide the City with a detailed annotated outline of the proposed contents as well as a proposed graphic layout of the CAP for review and approval. The CAP will make substantial use of graphics, including charts, diagrams, and tables to convey key information. The document will convey reduction measures and adaptation strategies along with associated costs, benefits, implementation strategies, and forecasted reductions, incorporating only a minimal amount of background information.

We propose that the CAP be organized as follows:

*Chapter 1. Climate Change and the City of Lodi.* The first chapter of the CAP will outline the City's rationale and motivation for addressing climate change and developing and implementing the CAP. The chapter will provide a brief overview of the science behind climate change, describe the potential impacts climate change may create in Lodi, and outline state policies to reduce emissions.

*Chapter 2. Baseline Emissions Inventory and Forecast.* This chapter will present a summary of the municipal and communitywide emissions inventories and projections, and will describe the reductions necessary to achieve the mandatory municipal reduction target and voluntary communitywide reduction target.

*Chapter 3. Emissions Reduction Measures.* This chapter will describe the measures necessary to reduce emissions in City government and the community and achieve reduction targets. Each measure will document GHG reduction potential, include implementation actions and timelines,

describe costs and financing mechanisms, and assign responsibility to City agencies and departments.

*Chapter 4. Benchmarks and Next Steps.* This chapter will identify benchmarks, monitoring procedures, and other steps needed to achieve emission reduction goals and implement adaptation strategies. This chapter will present a recommended method for monitoring emissions and verifying results of the CAP through inventory updates at least every five years, and through implementation actions and associated performance metrics. This chapter will also address how the CAP meets standards for a plan for the reduction of GHG emissions pursuant to CEQA Guidelines Section 15183.5, as well as how the CAP enables future projects to take advantage of CEQA streamlining benefits.

*Team Responsibilities: AECOM will oversee the production of the CAP. Studio 30 faculty and students will develop content of Chapters 1 and 2, and will assist with portions of Chapter 3 of the administrative draft CAP. Nelson/Nygaard will provide input for the transportation section of Chapter 3. AECOM will also review and edit an internal draft before the document provided to the City.*

#### **Meetings and Work Products:**

- Annotated outline and graphic template for the Climate Action Plan (electronic copy)
- Administrative Draft Climate Action Plan (electronic copy)

### 5.2 Prepare Public Review Draft Climate Action Plan

Following receipt of a single set of consolidated City comments, AECOM will revise the Administrative Draft CAP to produce a Public Review Draft CAP. City staff will develop an appropriate distribution list, and circulate the Draft CAP to the public and applicable agencies and interest groups. AECOM recommends a 30-day formal public review period during which comments on the Draft CAP will be accepted.

*Team Responsibilities: AECOM will incorporate consolidated comments from the City prior to release of the Public Review Draft.*

**Meetings and Work Products:**

- Draft Climate Action Plan (electronic copy)

**5.3 Prepare Final Climate Action Plan**

At the conclusion of the public review period, AECOM will provide a brief summary characterization of the nature of public comments for staff consideration prior to preparing the Final CAP.

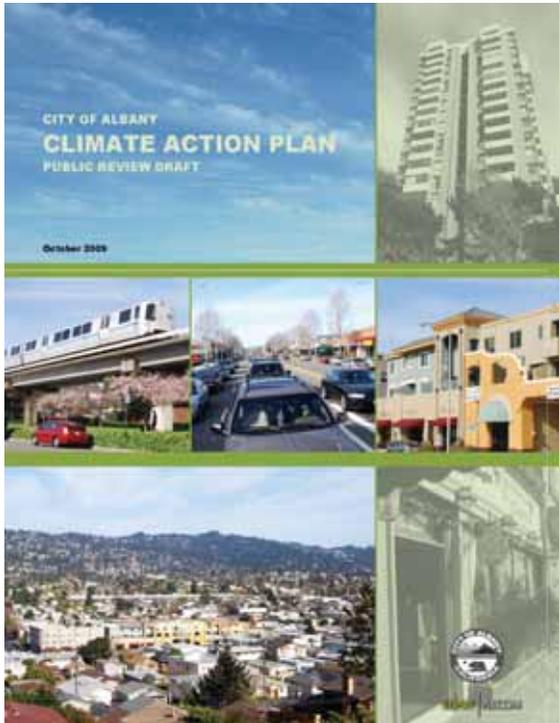
For budget purposes, AECOM assumes that no new information will be raised in the comments that require substantive revisions to the CAP, and that comments received require only minor adjustments to or clarification of concepts contained within the draft. If the volume or complexity of the comments requires additional effort, an adjustment to the work plan and budget may be needed.

Following public hearings, AECOM will prepare a Final CAP that incorporates appropriate revisions to the text of the Draft CAP in consideration of public comments.

*Team Responsibilities: AECOM will incorporate public comments prior to release of the Climate Action Plan.*

**Meetings and Work Products:**

- Administrative and Public Review Draft CAP (electronic copy)
- Final CAP (electronic document)



Cover for the City of Albany CAP Public Review Draft



**LANGE TWINS**  
WINERY

**CENTURY OAK**  
WINERY

**WINE & VISITOR**  
CENTER

**JEWEL**  
WINERY

# 05

## Schedule

Projects must often be performed within very challenging schedules. The consultant team strives to understand the client's objectives, and how the project components fit together into the overall project schedule. Scheduling systems at AECOM and Nelson\Nygaard are designed to allocate resources to meet all client due dates, regardless of their timing or the number of deadlines within a given period. The consultant team members have successfully completed numerous complex projects with demanding schedules that required attentive project management, coordination and communication.

The RFP does not specify a recommended schedule for completing the CAP. In our experience, and to match the UC Davis academic calendar, a 9- to 12-month schedule would be optimal for this project, and we have proposed a schedule on this basis. We are happy to discuss schedule efficiencies and to adjust this as required, if an expedited schedule is desired by the City.





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# 06

## Budget

We have developed the following budget in accordance with our Scope of Work presented in Section 04 and our understanding of the project. We have maximized the funds available for this project by leveraging UC Davis Studio 30.

TASKS	Principal-in-Charge	Project Manager Studio 30 Fellow	GHG Analyst	Technical Lead	Planner Outreach Specialist	Subtotal AECOM		UC Davis Studio 30	Nelson Nygaard	TOTAL	
	Rate/Hour					Hours	Dollars	Dollars	Dollars	Dollars	
<b>Task 1. Project management and baseline data review</b>											
Subtotal (Task 1)	16	24	0	13	0	53	\$7,870	\$0	\$2,960	\$10,830	
<b>Task 2. Develop Baseline GHG Inventory/Projections</b>											
Subtotal (Task 2)	2	9	61	8	0	80	\$8,960	\$3,000	\$6,972	\$18,932	
<b>Task 3. Conduct Public Outreach</b>											
Subtotal (Task 3)	28	30	0	6	42	106	\$13,760	\$2,000	\$1,194	\$16,954	
<b>Task 4. Develop GHG Reduction Strategies and Goals</b>											
Subtotal (Task 4)	36	51	32	81	38	238	\$29,555	\$7,000	\$5,952	\$42,507	
<b>Task 5. Prepare Climate Action Plan</b>											
Subtotal (Task 5)	22	40		0	70	132	\$15,820	\$6,000	\$4,682	\$26,502	
<b>Total Labor Hours</b>	<b>104</b>	<b>154</b>	<b>93</b>	<b>108</b>	<b>150</b>	<b>609</b>					
<b>Total Labor Dollars</b>	<b>\$19,240</b>	<b>\$22,330</b>	<b>\$9,765</b>	<b>\$11,880</b>	<b>\$12,750</b>		<b>\$75,965</b>	<b>\$18,000</b>	<b>\$21,760</b>	<b>\$115,725</b>	
<b>DIRECT COSTS</b>											
1. Misc Expenses								\$250		\$240	\$490
2. Display Boards and meeting materials								\$1,000			\$1,000
3. Travel								\$750			\$750
<b>Total Direct Costs</b>								<b>\$2,000</b>	<b>\$0</b>	<b>\$240</b>	<b>\$2,240</b>
<b>TOTAL BASELINE COST- FIXED PRICE FOR SCOPE OF WORK</b>								<b>\$77,965</b>	<b>\$18,000</b>	<b>\$22,000</b>	<b>\$117,965</b>





# 07

## References

Following are references from clients for recent work. We have included work samples separately in our proposal package; they include the City of Citrus Heights Climate Action Plan, City of West Hollywood Climate Action Plan, City of Mountain View Climate Action Plan, and City of Union City Climate Action Plan.

### **City of West Hollywood General Plan Update, EIR, and Climate Action Plan (CA)**

Bianca Siegl, Associate Planner  
City of West Hollywood  
(323) 848-6853  
bsiegl@weho.org

Key Staff involved: Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner

Implementation status: in implementation phase

### **Mountain View Climate Action Plan (CA)**

Noah Downing, Associate Planner  
City of Mountain View  
(650) 903-6104  
Noah.Downing@mountainview.gov

Key Staff involved: Jeff Henderson, Project Manager; Culley Thomas, Climate Change Analyst/Urban Planner

Implementation status: in draft

### **Citrus Heights General Plan Update + Climate Action Plan (CA)**

Colleen McDuffee, Planning Manager  
City of Citrus Heights  
(916) 727-4740  
cmcduffee@citrusheights.net

Key Staff involved: Jeff Henderson, Project Manager, Culley Thomas, Climate Change Analyst/Urban Planner

Implementation status: in implementation phase

A stone wall with a sign for 'E & ROSES'. The wall is constructed from large, rectangular, greyish-blue stone blocks. The sign is made of large, gold-colored, three-dimensional letters. The top of the wall is finished with a row of smaller, irregular stones. The background shows dense green foliage.

E & ROSES

RESTAURANT • S

# 08

## Contract Exceptions

The City's Standard Agreement for Professional Services has been reviewed by the appropriate personnel. The following exceptions or changes (shown in tracked changes) are requested prior to the execution of a contract.

### 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 to the extent 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 of the City or CONTRACTOR shall be personally responsible for any liability arising under this Agreement.



A

Resumes



**Jeff Goldman, AICP**  
**Project Director**

**Education**

M.U.P., Urban Planning, University of Washington  
B.S., Environmental Planning and Management, UC Davis

**Professional Registrations**

American Institute of Certified Planners (AICP)

**Affiliations**

Member, American Planning Association  
Member, Urban Land Institute

**Presentations**

UC Davis Extension: Climate Change, CEQA, and Planning (2008 – 2010)  
Climate Change as a Local Government Driver (May 2008)  
Association of Environmental Professionals (California) 2009 Conference:  
Public Outreach Tools for Community Planning

Mr. Goldman has over 30 years of experience in community planning, with an emphasis on land use, housing, socioeconomic issues, community development, and economic development policy issues. Mr. Goldman has directed work on city and county general plans, specific plans and corridor plans, development codes (including form-based codes), land use, population, and housing studies, and CEQA documents related to these plans. Since joining AECOM, Mr. Goldman's work has increasingly focused on strategic planning and implementing measures for sustainability, climate change, and climate adaptation. Examples include general plans with climate change elements or sections, safety elements that address hazards related to climate change and adaptation strategies, climate action plans, and corridor plans and development codes that contain measures contributing to GHG reduction (particularly for the transportation and building sectors). Since 2006, Mr. Goldman has directed work on climate action plans for 10 cities and counties and climate change sections for five general plan updates.

Many of the community planning assignments have involved outreach to special needs and cultural and language minority groups. Community outreach has included working with community organizations, business and civic groups, and service providers to address the specific concerns of cultural and ethnic communities of interest and to translate written materials and presentations into other languages.

**Project Experience**

**City of Roseville, Community-Wide Sustainable Action Plan, Placer County, California.** Project director for preparation of the sustainability action plan (SAP), which will include a communitywide inventory of baseline emissions, development of proposed programs and policies to reduce emissions from all sources and sectors, and a mechanism to quantitatively

track emissions reductions from implementation of the SAP. As part of the work effort, AECOM is assisting in the implementation of a communitywide sustainability public outreach campaign that utilizes tailored community-based social marketing (CBSM) mechanisms, traditional public outreach strategies, and established bodies of community participation. AECOM assisted the City in facilitating a 36-member action committee to increase awareness of the community's sustainability efforts and responsibilities and to assist in the preparation of the SAP.

**City of Mountain View, Climate Action Plan Development, Santa Clara County, California.** Project director for preparation of a CAP plan for the City of Mountain View. The plan prioritizes GHG reduction measures, identifying economic costs/benefits for each measure and identifying how each proposed measure contributes toward meeting GHG reduction targets established by the City. The plan includes public outreach and coordination with City advisory committees, and will be incorporated within a general plan update.

**City of Burbank, Air Quality Element, Climate Action Plan, and General Plan Update EIR, Los Angeles County, California.** Project director for preparation of an air quality element, climate action plan, and general plan update EIR for the City of Burbank. As part of this work, we completed a baseline GHG emissions inventory for base year 2008, emissions projections for 2020 and 2035, a general plan air quality element focused on reducing both criteria pollutants and GHGs, a general plan noise element, and a program EIR for the land use, circulation, air quality, noise, and open space elements. We are also preparing a standalone climate action plan to accompany the updated general plan.

**Solano County, Climate Action Plan and Sea Level Rise Strategic Program, Solano County, California.** Project director for preparation of a Climate Action Plan for the unincorporated portions of Solano County. The Solano County CAP measures and policies addressed emission reductions in the following sectors: transportation, land use, buildings and energy, water, waste, agriculture, and green infrastructure (i.e., forests, grasslands, wetlands, open space). Coordinated public outreach, supervised preparation of technical analysis, and presented the plan to the County Planning Commission and Board of Supervisors.

**City of Citrus Heights, General Plan Update, Climate Action Plan and EIR, Sacramento County, California.** Project director assisting Citrus Heights with an update of its 2000 general plan with a focus on climate change/sustainability issues resulting from AB 32 and SB 375; circulation and mobility issues; water quality and low impact development issues; and flood control legislation. The AECOM team is developing sustainability strategies that include GHG reduction targets and measures to be incorporated in the general plan. A CAP and EIR will accompany the general plan update.

**Yuba County, General Plan Update and EIR, California.** Principal-in-Charge of AECOM's work on a comprehensive update for the County's General Plan, including the programmatic EIR required by CEQA for implementation. The project included an extensive and engaging public outreach process and coordination with an advisory committee. The general plan update developed policy to encourage job development in the County and promote retail and commercial service development that offers convenience for residents. AECOM developed and analyzed a series of land use and circulation alternatives according to economic benefits, fiscal ramifications, agricultural impacts, vehicle travel demand, air quality and climate change impacts. Important issues in the general plan include the urban/agricultural interface, public services and infrastructure adequacy, climate change, compatibility with existing and future plans, traffic, and issues related to Beale Air Force Base (located in the center of the County).

**City of Lodi, Housing Element/EIR, San Joaquin County, California.** Principal-in-Charge/project manager who led preparation of the Housing Element and associated EIR for the City of Lodi. Lodi is located in the San Joaquin Valley between Stockton, 6 miles to the south, and Sacramento, 35 miles to the north. Lodi has experienced steady growth. The Housing Element update focused on two key issues: 1) how the City could accommodate the overall level of residential development anticipated over the next five years, and 2) how to encourage home builders to provide higher density housing and wider range of housing types affordable to a broader segment of the local population. The EIR focused on the potential impacts of increased residential densities targeted for specific areas of the City.



## Jeffrey Henderson, AICP Project Manager

### Education

MS, Urban Planning, University of Washington, 1994  
BA, Sociology, Whittier College, 1992

### Affiliations

American Institute of Certified Planners  
American Planning Association

### Awards + Honors

2007. American Planning Association, Los Angeles Section. Comprehensive Planning, Small Jurisdiction. Claremont General Plan.  
2007. American Planning Association, Inland Empire Section. Hard Fought Victory Award. Claremont General Plan.  
2005. American Planning Association, California Chapter. Focused Issue Planning. Irvine Wildlife Corridor Plan.  
2005. American Planning Association, Orange County Section. Comprehensive Planning, Small Jurisdiction. Aliso Viejo General Plan.  
2004. American Planning Association, Central California Section. Comprehensive Planning, Small Jurisdiction. Mojave Specific Plan.

Jeff Henderson, AICP is an urban planner and senior project manager with experience managing climate change projects, including CAPs and GHG reduction analyses related to general plan updates. He has 15 years of experience in the fields of land use and environmental planning and geographic information systems (GIS) services. His technical and management experience includes substantial roles in more than 12 general plan update programs, more than 12 Climate Action Plans (CAPs), and large scale specific plans in both northern and southern California. Many of these projects have been recognized as award-winners by professional organizations and regional governments. He has extensive knowledge of how climate change policy applies to local jurisdictions, experience evaluating GHG emissions inventories and projections, and substantial experience developing GHG reduction policies, measures, and actions.

### Project Experience

**City of Citrus Heights, General Plan Update, Climate Action Plan and EIR, Sacramento County, California.** Project manager leading AECOM staff in assisting Citrus Heights with an update of its 2000 general plan with a focus on climate change/sustainability issues resulting from AB 32 and SB 375; circulation and mobility issues; water quality and low impact development issues; and flood control legislation. The AECOM team is developing sustainability strategies that include GHG reduction targets and measures to be incorporated in the general plan. A CAP and EIR will accompany the general plan update.

**City of Roseville, Community-Wide Sustainable Action Plan, Placer County, California.** Project manager leading preparation of the sustainability action plan (SAP), which will include a communitywide inventory of baseline emissions, development of proposed programs and policies to reduce emissions from all sources and sectors, and a mechanism to quantitatively track emissions reductions from implementation of the SAP. As part of the work effort, AECOM is assisting in the implementation of a communitywide sustainability public outreach campaign that utilizes tailored community-based social marketing (CBSM) mechanisms, traditional public outreach strategies, and established bodies of community participation. AECOM assisted the City in facilitating a 36-member action committee to increase awareness of the community's sustainability efforts and responsibilities and to assist in the preparation of the SAP.

**Yolo County, Climate Action Plan, Yolo County, California.** Project manager for the Climate Action Plan for Yolo County. The CAP defines GHG reduction and climate adaption implementation provisions that are feasible, readily executed, and tailored to the unique rural and agricultural character of Yolo County and the land use direction of the County's recently adopted general plan (e.g., smart, compact development in specific plan areas). AECOM is preparing a basic menu of applicable best management practices for GHG reduction, in addition to an online tool that enables developers, property owners, and residents to use the implementation strategies and track results in a "do-it-yourself" style without the need for consultant support. AECOM is also developing a defensible CEQA significance threshold, and managing public outreach to support the project.

**City of West Hollywood, General Plan Update EIR and Climate Action Plan, Los Angeles County, California.** Project manager assisting the City of West Hollywood to complete an EIR for its ongoing general plan update. The AECOM team is developing sustainability strategies which include GHG reduction targets and measures to be incorporated within the general plan. A CAP will accompany the general plan update. City-wide GHG reduction targets, goals and policies will be included within the general plan update.

**City of Mountain View, Climate Action Plan Development, Santa Clara County, California.** Project manager leading AECOM staff in preparing a CAP plan for the City of Mountain View. The plan prioritizes GHG reduction measures, identifying economic costs/benefits for each measure and identifying how each proposed measure contributes toward meeting GHG reduction targets established by the City. The plan includes public outreach and coordination with City advisory committees, and will be incorporated within a general plan update.

**Solano County, Climate Action Plan and Sea Level Rise Strategic Program, Solano County, California.** Project manager responsible for preparation of a Climate Action Plan for the unincorporated portions of Solano County. The Solano County CAP measures and policies addressed emission reductions in the following sectors: transportation, land use, buildings and energy, water, waste, agriculture, and green infrastructure (i.e., forests, grasslands, wetlands, open space). Coordinated public outreach, supervised preparation of technical analysis, and presented the plan to the County Planning Commission and Board of Supervisors.

**Cities of Albany and Piedmont, Climate Action Plan Development, Alameda County, California.** Project manager leading AECOM staff in preparing CAP plans for the Cities of Albany and Piedmont. The plans prioritize GHG reduction measures for each City, identifying economic costs/benefits for each measure, and identifying how each proposed measure contributes toward meeting GHG reduction targets established for each City. Each plan includes public outreach and coordination with City advisory committees, and will be incorporated as part of general plan updates.

**City of Burbank, Air Quality Element, Climate Action Plan, and General Plan Update EIR, Los Angeles County, California.** Project manager overseeing the preparation of an air quality element, climate action plan, and general plan update EIR for the City of Burbank. As part of this work, we completed a baseline GHG emissions inventory for base year 2008, emissions projections for 2020 and 2035, a general plan air quality element focused on reducing both criteria pollutants and GHGs, a general plan noise element, and a program EIR for the land use, circulation, air quality, noise, and open space elements. We are also preparing a standalone climate action plan to accompany the updated general plan.



## Culley Thomas

### Urban + Environmental Planner

#### Education

M.C.P., Land Use Planning (subconcentration in Community Design), University of California, Berkeley, 2005  
M.Sc., Municipal Environmental Programs, University of California, Davis, 2003  
B.A., Anthropology/Human Ecology, Colorado College, Colorado Springs, 1996

#### Affiliations

Member, American Planning Association

#### Presentations

Effectiveness of Municipal Climate Change Strategies, Paper selected for the Sustainable Communities Conference, Burlington, VT (2004)  
Science and Data into Local Decision Making Processes, CalFed Science Conference, Sacramento, CA (2004)

Culley Thomas prepares general plan updates and specific plans, as well as habitat conservation plans and municipal sustainability policies. Mr. Thomas has more than seven years of experience in the fields of land use planning, environmental planning, municipal sustainability policy, and community design. His experience includes general plan updates, zoning code development, and the formation and review of municipal environmental policies. He has worked with municipal governments in California, Colorado, Arizona, Massachusetts, and Vermont. He also has significant experience in the area of community/urban design ranging in scale from 20-unit residential projects to large specific plan areas. His breadth of experience and his diverse skills base in the areas of comprehensive planning, GIS-based analysis, research, and public participation techniques allow him to be a value asset in a wide variety of urban and regional planning process.

#### Project Experience

**City of Citrus Heights, General Plan Update, Climate Action Plan and EIR, Sacramento County, California.** Climate change analyst/urban planner assisting Citrus Heights with an update of its 2000 general plan with a focus on climate change/sustainability issues resulting from AB 32 and SB 375; circulation and mobility issues; water quality and low impact development issues; and flood control legislation. The AECOM team is developing sustainability strategies that include GHG reduction targets and measures to be incorporated in the general plan. A CAP and EIR will accompany the general plan update.

**Yolo County, Climate Action Plan, Yolo County, California.** Climate change analyst/urban planner for the Climate Action Plan for Yolo County. The CAP defines GHG reduction and climate adaption implementation provisions that are feasible, readily executed, and tailored to the unique rural

and agricultural character of Yolo County and the land use direction of the County's recently adopted general plan (e.g., smart, compact development in specific plan areas). AECOM is preparing a basic menu of applicable best management practices for GHG reduction, in addition to an online tool that enables developers, property owners, and residents to use the implementation strategies and track results in a "do-it-yourself" style without the need for consultant support. AECOM is also developing a defensible CEQA significance threshold, and managing public outreach to support the project.

**City of Roseville, Community-Wide Sustainable Action Plan, Placer County, California.** Climate change analyst/urban planner for preparation of the sustainability action plan (SAP), which will include a communitywide inventory of baseline emissions, development of proposed programs and policies to reduce emissions from all sources and sectors, and a mechanism to quantitatively track emissions reductions from implementation of the SAP. As part of the work effort, AECOM is assisting in the implementation of a communitywide sustainability public outreach campaign that utilizes tailored community-based social marketing (CBSM) mechanisms, traditional public outreach strategies, and established bodies of community participation. AECOM assisted the City in facilitating a 36-member action committee to increase awareness of the community's sustainability efforts and responsibilities and to assist in the preparation of the SAP.

**City of Mountain View, Climate Action Plan Development, Santa Clara County, California.** Climate change planning specialist for the preparation of a climate action plan to prioritize GHG reduction measures, including identification of economic costs/benefits for each, and how each proposed measure contributes toward meeting GHG reduction targets established by the City of Mountain View. The plan also includes public outreach and coordination with the City's advisory committees, and will be incorporated within a soon-to-be-initiated general plan update.

**Cities of Albany, Piedmont, Menlo Park, Climate Action Plans for Local Municipalities, Alameda and San Mateo Counties, California.** Urban and environmental planner helping to prepare climate action plans for multiple municipalities in California. The climate action plans will address measures to reduce greenhouse gas emissions generated by city-operated facilities (e.g., water treatment plants, city-owned vehicle fleet), as well as from emissions

sources that are privately owned or operated, including indirect sources (e.g., motor vehicle trips). The climate action plans will include measures that incentivize green building and energy-efficient retrofits, and encourage land use planning policies that limit vehicle-miles travelled and opportunities for renewable energy sources.

**Cities of Albany and Piedmont, Climate Action Plan Development, Alameda County, California.** Climate change planning specialist for the development of climate action plans that prioritize greenhouse gas (GHG) reduction measures for the Cities of Albany and Piedmont, identifying economic costs/benefits for each, and identifying how each proposed measure would contribute toward meeting GHG reduction targets established for each City. Each plan also includes public outreach and coordination with City advisory committees, and will be incorporated within either ongoing or soon-to-be-initiated general plan updates.

**Solano County General Plan, EIR and Sea Level Rise Strategic Program, Solano County, California.** Environmental planner developing a Sea Level Rise Strategic Program for Solano County (County). In consultation with the Bay Conservation and Development Commission, Mr. Thomas created a program that would allow the County to identify threatened areas and resources and create protection and adaptation strategies. He also prepared climate change section of the County's draft general plan. This document contains nearly 100 policies and programs aimed at reducing greenhouse gas emissions, including policies in the areas of land use, circulation, green building, infrastructure, water and energy efficiency, public transit, ecosystem protection, and municipal operations.

**Yuba County, Yuba County General Plan Update and EIR, Yuba County, California.** Climate change analyst and urban planner for this comprehensive update to Yuba County's general plan. Included in the work program is an extensive and engaging public outreach process, coordination with a General Plan Update Advisory Committee, and preparation of a program EIR. Key issues for this general plan update include infrastructure constraints, strategic policy to encourage job development in the county, promotion of retail and commercial service development that is convenient for existing and future residents, planning for greenhouse gas reduction, allowing for future incorporation of viable future cities, and taking into account the needs of a diverse population and geography.



**George Lu**  
**Air Quality Analyst**

**Education**

B.S., Environmental Resources and Science, University of California, Davis, 2005

George Lu is an air quality analyst in AECOM's Air Quality and Noise service group. He prepares air quality environmental setting sections and impact assessments for a variety of development projects. Mr. Lu's work experience includes preparation of technical studies and related sections of California Environmental Quality Act (CEQA) documents for commercial, industrial, residential, mixed-use, recreational, educational, and other development projects. He has performed air quality analyses using the California Air Resources Board-approved models EMFAC2007 and URBEMIS2007, which are used to estimate operational, construction, and vehicular emissions. In addition, he has experience using the Bay Area Air Quality Management District's simplified CALINE4 screening model for CO hot-spots analyses. Mr. Lu has also helped develop and quantify emissions and prepare analyses for health risk assessments for residential, mixed-use, and industrial development projects.

**Project Experience**

**Cities of Albany and Piedmont, Climate Action Plan Development, Alameda County, California.** Air quality analyst for climate action plans prepared by AECOM for the Cities of Albany and Piedmont. The plans will prioritize greenhouse gas (GHG) reduction measures for each city, identifying economic costs/benefits for each, and identifying how each proposed measure contributes toward meeting GHG reduction targets established for each city. Each plan also includes public outreach and coordination with City advisory committees, and will be incorporated within either ongoing or soon-to-be-initiated general plan updates.

**Solano County General Plan Update and Climate Action Plan, Solano County, California.** Air Quality/Climate Change Analyst. AECOM developed the general plan update program and CAP addressing unincorporated Solano County. This

project focuses on sustainable development from environmental, economic and equity perspectives, incorporating recommendations for city-centered development and the protection of farmland, open space, and natural resource areas. AECOM developed goals, policies, and implementation strategies that will allow the County to accommodate growth, while reducing GHG emissions.

**City of West Hollywood Climate Action Plan and General Plan EIR, West Hollywood, California.** Air Quality/Climate Change Analyst. AECOM is preparing a standalone CAP accompany the City's updated General Plan. As part of this project, AECOM is completing a baseline GHG emissions inventory for base year 2008, emissions projections for 2020 and 2035, a General Plan Noise Element, and a Program EIR for the General Plan update.

**Roseville Community-Wide Sustainable Action Plan, Roseville, California.** Air Quality/Climate Change Analyst. AECOM is preparing a community-wide sustainability action plan (SAP), which will include a communitywide inventory of baseline emissions, programs and policies to reduce emissions from all sources and sectors, and a mechanism to quantitatively track emissions reductions from implementation of the SAP. As part of the work effort, AECOM is assisting in the implementation of a communitywide sustainability public outreach campaign that utilizes tailored Community-Based Social Marketing (CBSM) mechanisms, traditional public outreach strategies, and established bodies of community participation. AECOM assisted the City in facilitating a 36-member Sustainability Action Committee (SAC) to increase awareness of the City and community's sustainability efforts and responsibilities and to assist in the preparation of the SAP. The SAP includes sustainability measures that can be applied to both existing and future development, and includes a cost-effectiveness evaluation of proposed measures.

**Climate Action Plan Development, Mountain View, California.** Air Quality/Climate Change Analyst. AECOM was selected by the City to prepare a CAP to prioritize GHG reduction measures, identifying economic costs/benefits for each, and identifying how each proposed measure contributes toward meeting GHG reduction targets established by the City. The plan also includes public outreach and coordination with City advisory committees, and will be incorporated within a soon-to-be-initiated General Plan update.

**City of Union City Climate Action Plan, Alameda County, California.** Air Quality/Climate Change Analyst. AECOM is assisting the City of Union City with the development of a Climate Action Plan and associated environmental clearance document to help achieve its impressive goal of a 30% greenhouse gas emission reduction below 2005 levels by the year 2020. The scope of work includes analysis of the City's existing GHG emissions inventory; analysis of emission reduction benefits of projects that have been implemented since 2005; GHG reduction and adaptation strategies; a cost effective community engagement process; quantitative analysis of proposed GHG reduction measures in terms of emission reductions and cost effectiveness; and a robust implementation plan.

**City of Lee Summit, Missouri Sustainable Action Plan, Lee Summit, Missouri.** Climate Change Analyst. AECOM is assisting the City of Lee Summit, Missouri with the development of a Sustainable Action Plan. Mr. Lu will be working with City staff to develop their first comprehensive GHG inventory. The scope of work also includes developing a list of action measures and policies that will guide the City's future growth in a more sustainable fashion. Mr. Lu has and will continue to participate in public education and outreach events to receive feedback from the community and councilmembers.

**Volusia County, Florida Sustainable Action Plan, Volusia County, Florida.** Climate Change Analyst. AECOM is assisting Volusia County, Florida with the development of a Sustainable Action Plan for their municipal operations and community-wide activities (i.e., unincorporated areas). Mr. Lu has been working with County staff and other stakeholders to develop a GHG inventory for both municipal operations and the unincorporated County. Mr. Lu will be participating in public outreach and action plan workshops to engage the community in discussion about the plan. Mr. Lu will also help develop and quantify the GHG reduction potential of reduction measures and policies that will be implemented as part of the plan.

**Solano Transportation Agency Greenhouse Gas Inventories, Solano County, California.** Air Quality/Climate Change Analyst. AECOM developed a greenhouse gas and criteria air pollutant inventory for the cities of Fairfield, Dixon, Rio Vista, Vacaville, and Suisun City. AECOM developed all five inventories using consistent data sources and quantification methodology to ensure that future climate action planning will be comparable throughout Solano County.



**Jessica C. Law, AICP**  
**Urban and Environmental Planner/  
Public Participation Specialist**

**Education**

Certificate, Conflict Resolution, UC Davis Extension Program, In Progress  
M.R.P., University of Massachusetts, Amherst, 2007  
B.A., Ecological Biology, Connecticut College, New London, 2002

**Professional Registrations**

American Institute of Certified Planners

**Affiliations**

Member, American Planning Association  
Young Leader, Urban Land Institute

Jessica C. Law, AICP, is an experienced professional with a diverse background in urban and rural land use planning and policy, community development, open space preservation, and ecology. Ms. Law has been involved in all stages of the land use planning process from data collection and synthesis, to issues identification, alternatives analysis, and policy development. Through her work on general plans she has developed a strong understanding of the challenges California communities face when developing long-term plans for growth. Dedicated to community outreach, Ms. Law has conducted multicultural outreach campaigns in South Sacramento; facilitated focus groups on fair housing in Stockton; co-managed general plan update advisory committee meetings in San Benito County; and organized and conducted several series of public outreach workshops in San Joaquin, Merced, and Calaveras Counties for their general plan updates.

**Project Experience**

**Suisun City General Plan Update, CEQA Analysis & Documentation, and Zoning Ordinance Update, Suisun City, CA.** Urban Planner/Public Outreach Specialist. AECOM is updating the General Plan to comply with changes in planning and environmental laws, identify infill development opportunities, enhance pedestrian and bicycle connectivity, and improve the City's economic base. Climate change and the potential effects of sea level rise are also key topics. AECOM is also preparing an EIR and updating the Zoning Ordinance to make it more user friendly and include illustrated design guidance. The zoning update will occur concurrently with the General Plan update to implement the overall guidance contained in the General Plan.

**City of Sacramento, South Area Community Plan, Sacramento County, California.** Assistant planner who led a series of community presentation for bilingual and minority

groups, and developed a series of multilingual informational brochures and fact sheets.

**City of Sacramento, General Plan Advisory Committee, Sacramento County, California.** Assistant planner who attended General Plan Advisory Committee meetings during policy refinement.

**Merced County, General Plan Update Workshops, Merced County, California.** Assistant planner who facilitated two rounds of workshops on issues and opportunities and alternatives.

**San Joaquin County, General Plan Update Workshops, San Joaquin County, California.** Assistant planner who facilitated two rounds of workshops on visioning and issues and opportunities.

**Calaveras County, General Plan Update Workshops, Calaveras County, California.** Assistant planner and deputy project manager who facilitated one workshop on issues and opportunities, and developed and conducted a workshop on alternatives.

**Calaveras County, Water Element, Calaveras County, California.** Deputy project manager who co-facilitated a series of consensus-building workshops in partnership with MWH and the Center for Collaborative Policy, and contributed to the development of a consensus-based Water Element.

**San Benito County, General Plan Advisory Committee, San Benito County, California.** Assistant planner who led a series of community presentation for bilingual and minority groups, and developed a series of multilingual informational brochures and fact sheets.

**City of Sacramento, General Plan Update, Sacramento County, California.** Assistant planner and contributor to the development of the general plan policy document, and primary author of a revision to community plans including development of the South Sacramento Community Plan.

**Calaveras County, General Plan, Calaveras County, California.** Assistant planner and later deputy project manager who contributed writing and analysis to all major project deliverables including the general plan background report, issues and opportunities report, alternatives report,

and draft policy document; and conducted three rounds of public workshops.

**Calaveras County, Housing Element Update, Calaveras County, California.** Project manager and primary author who completed all analysis and policy writing, conducted stakeholder workshops, and worked with the California Department of Housing and Community Development to certify the element.

**San Joaquin County, Housing Element, San Joaquin County, California.** Project manager and primary author who completed all analysis and policy writing, conducted stakeholder workshops, and worked with the California Department of Housing and Community Development to certify the element.

**City of Union City, Housing Element Update, Alameda County, California.** Project manager and primary author who completed all analysis and policy writing, conducted stakeholder workshops, and worked with the California Department of Housing and Community Development to certify the element.

**City of Visalia, Housing Element Update, Tulare County, California.** Project manager and primary author who completed all analysis and policy writing, conducted stakeholder workshops, and worked with the California Department of Housing and Community Development to certify the element.

**San Benito County, General Plan Update, San Benito County, California.** Assistant project planner who contributed to the background report and assisted in community workshops.

**San Joaquin County and City of Stockton, Analysis of Impediments to Fair Housing Choice, San Joaquin County, California.** Project manager and primary author who completed all analysis and policy writing and conducted stakeholder workshops and interviews.

**Fresno Council of Governments, San Joaquin Valley Blueprint Roadmap, Fresno County, California.** Assistant planner who contributed to the Blueprint summary report and Blueprint Roadmap Implementation Plan.

**JEFF LOUX, Ph.D.**  
[jdlox@ucdavis.edu](mailto:jdlox@ucdavis.edu); (530) 757-8577

**Jeff Loux, Ph.D.**, is the Chair of Science, Agriculture, and Natural Resources and Director of Land Use and Natural Resources at the UC Davis Extension, as well as adjunct faculty with Environmental Design at UC Davis. Dr. Loux has twenty five years of experience in the public, private, and academic sectors in land use and environmental planning, water resource management, facilitation/mediation and administration. He is currently responsible for over 140 short courses, conferences, and training opportunities each year in public participation and dispute resolution, urban planning, natural resource management and related fields, serving over 4,000 people per year.

The program conveys certificates in Land Use and Environmental Planning, Green Building and Sustainable Design, Geographic Information Systems, and various on line Sustainable Studies and Energy certificates. The program provides professional education for attorneys, planners, designers, administrators, scientists and resource managers. Dr. Loux also teaches courses in Landscape Architecture and Environmental Science and Policy at UC Davis, and conducts research in environmental planning and water policy. He has chaired major conferences including watershed management, infill development and endangered species protection, and has lectured in Europe, Thailand, Korea, and Australia.

Dr. Loux has published widely including papers, articles, books and chapters in the areas of land use planning, sustainability, water resources policy and community involvement including two books entitled: **Water and Land Use** (Solano Press Books 2004) and **The Open Space and land Conservation Handbook** (Solano Press Books 2011). The water book is one of the first to directly address the connections between water use and urban growth and the interactions between land use planning and water resources planning and management.

As a facilitator and mediator, Dr. Loux worked on a diverse range of public policy issues. As an associate with the Center for Collaborative Policy, he has spent ten years as the lead mediator for the award-winning Sacramento Water Forum – a regional collaborative involving 40 stakeholders – negotiating water supply and river protection agreements. Dr. Loux has also facilitated workshops for the Sacramento Area Flood Control Agency and for the Sacramento Riverfront Committee, as well as run processes for the State Water Resources Control Board and the California Bay Delta Authority. He is often asked to combine his technical expertise in water resources with mediation skills in projects such as the Soquel Water District Integrated Resources Plan and the Napa River Watershed Task Force. Recently, Dr. Loux led the Technical Advisory Committee for the New River Strategic Plan, a plan to address serious water quality issues on a river flowing from Mexico into the Salton Sea in California.

Before joining the University, Dr. Loux served as a planning consultant, creating and directing the Davis office of Moore, Iacofano, Goltsman (MIG). As a consultant, he managed a wide variety of projects ranging from the Merced River Wild and Scenic River Plan for Yosemite National Park to local general plans, downtown designs, and park and recreation

master plans. From 1992 – 1998, Dr. Loux served as the Community Development Director of the City of Davis, managing a staff of 30 and directing all aspects of municipal planning, redevelopment, housing, and natural resource management. He has previously taught at U.C. Berkeley, U.C. Santa Cruz, and U.C.L.A.

**Education**

Doctorate from U.C. Berkeley in Environmental Planning, 1987

Master's Degree from U.C.L.A. in Physical Geography, 1980

Bachelor's Degree from U.C. Santa Barbara, 1978.

# Julia Lave Johnston

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## PROFESSIONAL EXPERIENCE

### UC DAVIS EXTENSION, Davis 4/2011-Present

#### *Co-Director Land Use and Natural Resources*

- Manage UCDE Land Use and Natural Resources Unit which offers between 150 and 200 professional education courses annually.
- Oversee professional certificates and focus areas in Land Use and Environmental Planning, Green Building and Sustainable Design, Sustainability and the Built Environment, and Conflict Resolution.
- Develop marketing strategies and materials.

### GOVERNOR'S OFFICE OF PLANNING & RESEARCH (OPR), Sacramento 2/2004-3/2011

#### *Deputy Director for Planning Policy (2009-2011) & Senior Planner (2004-2009)*

- Developed and implemented state land use, resource, and infrastructure planning policy.
- Integrated and implemented climate change and land use policy including adaptation issues.
- Provided technical assistance to federal; regional; state agencies and departments; and local governments on planning and resource issues.
- Coordinated and facilitated inter- and intra-governmental teams focusing on state goals and objectives.
- Conducted outreach and education (marketing and publicity) activities for variety of groups including organizing workshops and conference sessions, creating slide shows and giving presentations.
- Supervised staff and recruited and supervised student interns.

#### **Accomplishments:**

- Developed Strategic Growth Council (SGC) concept for inclusion in Governor's 2008 budget.
- Managed the development of SGC organizational framework and operations.
- Facilitated SGC staff in developing four grant programs.
- Developed SGC outreach and education program.
- Responsible for content and scheduling of all SGC Council and staff meetings and working groups 2008-2010.
- Outside reviewer of publications for Public Policy Institute of California (PPIC) and the Institute for Local Government (ILG).
- Developed concept and wrote application for multi-agency project proposal that was awarded USEPA Smart Growth Technical Award.
- Executive steering committee, Caltrans' Smart Mobility Framework.
- California Regional Blueprint Program management team; received 2009 FHWA Environmental Excellence Award along with HCD and Caltrans for managing the program.
- Invited participant: *Land Use Planning and Climate Change Practice, Promise, and Policy: A Trans-Atlantic Workshop*, Dubrovnik, Croatia. Sponsored by The Lincoln Institute of Land Policy; The National Center for Smart Growth Research and Education, University of Maryland; and The Habiforum Foundation, May 2009.
- *Climate Change Scoping Plan; A Framework for Change*, CARB (December 2008) Contributor.
- *Beale Joint Land Use Study*, OPR; (May 2008) Project Manager/Editor.
- *California Advisory Handbook for Community and Military Compatibility Planning*, OPR, (February 2006) Project Manger/Editor; received 2006 Sac Valley APA Section Award for excellence in planning.
- Facilitated development of the California Military Land Use Compatibility Analyst, an interactive, on-line planning tool.

**PROFESSIONAL EXPERIENCE** *(Continued)***SACRAMENTO VALLEY SECTION BOARD, CA CHAPTER, AMERICAN PLANNING ASSOCIATION (APA)** **2004-Present*****Section Director (2008-Present), Programs Director/Awards Coordinator (2004-2008)***

- Develop annual budget.
- Develop and coordinate implementation of programs to serve section membership.
- Manage part-time staff.
- Recruit non-elected board positions.
- Coordinate volunteer board of 10-15.
- Represent Section on the State APA Board.

**Accomplishments:**

- Founded and managed annual regional speakers series with design, planning, environment and development professional organizations in region for cross discipline dialogue now in third year.
- Founded and managed *Walking the Walk, Talking the Talk* speakers series for four years.
- Initiated regional award program for outstanding community contribution called Regional Vision Award and the Legacy Award and scholarship.
- Executive Committee for PLAN Sac Valley mentorship program.
- Oversaw creation of section's Young Planners Group that is now a statewide and national model.
- 2009 State APA award for excellence in section programing.
- 2009 State APA conference hosted by Sacramento Valley Section.

**CALIFORNIA RESEARCH BUREAU, Sacramento** **5/2000-2/2004*****Senior Policy Analyst (2001-2004) & Policy Analyst (2000-2001)***

- Planned, conducted, and collaborated on research studies and program evaluations requested by the Legislature and the Governor's Office with a focus on local government finance and governance, land use planning, and housing issues.
- Advised Legislators, their staffs and policy makers on issues related to policy development.
- Prepared formal and informal presentations based on research.
- Participated as expert on task forces and advisory committees.

**Accomplishments:**

- ***General Plan Guidelines, OPR*** (October 2003) Contributor Author.
- ***Environmental Goals and Policy Report (EGPR) 2003***, OPR (November 2003) Contributor.
- ***Common Interest Developments: Housing at Risk?*** CRB (August 2002) Primary Author.
- ***Can You Save Money and Still Save Lives?: The Debate Over Fire Department Privatization***, CRB (June, 2001) Author.

**LOCAL GOVERNMENT COMMISSION (LGC), Sacramento** **8/1998-5/2000*****Project Manager (August 1998-May 2000) & Center for Livable Communities Project Assistant (August 1997-December 1997)***

- Managed and developed programs for local governments in the San Joaquin Valley and statewide focusing on land use, economic development, livable communities/smart growth issues and participation tools and technique
- Built collaborative relationships with local governments and community organizations to identify needs and effective outreach methods.
- Outreach and education efforts included developing and conducting workshops, providing technical assistance, developing guidebooks, writing newsletters, and organizing networking events.
- Participated in organization's policy development and fundraising.
- Developed and managed budgets for projects including grant reporting requirements.

**Accomplishments:**

- Managed and developed programs for San Joaquin Valley Air Pollution District grant focused on improving air quality through land use planning and community design.
- Developed and conducted visual preference surveys.
- Received National Endowment for the Arts Grant to work with Latino elected officials on community design for economic development and community identity.
- Received Great Valley Center LEGACI grant for Latino elected official capacity building workshops.

**PROFESSIONAL EXPERIENCE** *(Continued)***THE GOVERNOR'S OFFICE OF INTERGOVERNMENTAL AFFAIRS/EXECUTIVE FELLOWSHIP PROGRAM, Sacramento** 9/1996-7/1997***Special Assistant to Director & Executive Fellow***

- One of 15 Fellows selected for graduate public policy and leadership development program sponsored by the California Governor's Office and California State University, Sacramento.
- Undertook research in support of Governor's local government policy and programs focusing on government organization, community and economic development, local finance, and land use.

**Accomplishments:**

- Organized the 1997 California Executive Academy for local decision makers.
- Produced quarterly newsletter for local governments.

**DELIBERATIVE DEMOCRACY PROJECT, Eugene, Oregon** 10/1994-9/1995***Project Manager/Research Associate***

- Managed *The Village Project*, a program designed to involve residents in creating child and family friendly communities.
- Provided technical and programmatic support for projects designed to increase public participation and decision making at local and state levels.

**Accomplishments:**

- Coordinated a series of public workshops around the city of Eugene.
- Participated in designing numerous workshops and surveys to increase public input into local and state decision making in Oregon and Colorado.

**PPPM SOCIAL ENVIRONMENT WORKING GROUP, Eugene, Oregon** 12/1993-9/1995***Facilitator***

- Initiated a Planning and Public Policy Management Department committee to improve organizational climate and encourage community.
- Represented PPPM on the Architecture and Allied Arts Advisory Committee to the Dean.

**Accomplishments:**

- Organized Career Day Forum to increase multicultural student awareness of planning as a profession.
- Organized practitioner speakers series.
- Founded Women in PPPM support group.

**LOS ALTOS COMMUNITY FOUNDATION (LACF), Los Altos, California** 4/1990- 6/1996***Consultant***

- Program design and administration, proposal research and writing, production of informational materials, and public outreach for a new community nonprofit.

**Accomplishments:**

- Public outreach and fundraising material to promote new nonprofit.
- Formation of leader training group to encourage residents involvement in the community.

**THE POPULATION COUNCIL, New York, New York** 4/1990-8/1993***Pubic Information Staff***

- Coordinated and managed communication and publication projects in the New York office and with five international offices.
- Responded to information requests from other organizations, the media and the public.
- Desktop published and managed the production of informational materials, press releases and guidebooks.

**Accomplishments:**

- Availability of easy to understand, informational materials in multiple languages.
- Factual, easy to understand information about a contentious topic.
- Clear message about organizations mission and objectives.

## EDUCATION

**University of Oregon**, Masters in Community and Regional Planning (MCRP), 1996  
*Masters Project: Rebuilding Community; Revitalizing Democracy*

**New York University**, classes toward a Nonprofit Fundraising Management Certificate, 1991-1993

**University of Paris (Sorbonne)**, Certificat de Langue Française, 1988

**University of California, Berkeley**, BA English Literature, Phi Beta Kappa, 1987

**Northwestern University**, Communication Studies, 1982-1983

## PROFESSIONAL & COMMUNITY ACTIVITIES

- Board Member, Ubuntu Green, Sacramento Region
- Section Director, American Planning Association, Sacramento Valley Section
- Board Member, American Planning Association, California Chapter
- Advisory Committee Member, UC Davis Center for Regional Change
- Environmental Interest Group member, Sacramento Transportation and Air Quality Collaborative; 2005 SACOG Citizen of the Year Award with other SACTAC members
- Founder, Catalyst Award, University of Oregon
- Troop Leader, Girl Scout Troop #665

## RECENT PRESENTATIONS & EVENTS

- Guest Instructor Sacramento State, California Land Use Policy, *Thinking Regionally, Acting Locally*; October 2011
- California American Planning Association Annual Conference, *Sessions on Grant Writing Strategies for Local Government; Complete Streets, and Estimating VMT Reductions*, Santa Barbara; September 2011
- Regional Council of Rural Counties Annual Conference, *Climate Change and the Impact on Local Government*; Sacramento; April 2010
- New Partners for Smart Growth Conference, *State Climate Change Policy/Strategic Growth Council*, Seattle, WA; February 2010
- League of Women Voters Bay Area, *Sustainable Communities*, Oakland; January 2010
- League of California Cities Housing, Community & Economic Development Policy Committee, *Strategic Growth Council Grants*, Sacramento; January 2010
- California Urban Forests Council Conference, *Strategic Growth Council and Climate Change Policy*, Ventura; October 2009
- California American Planning Association Annual Conference, *Sessions on Adaptation; Funding Sustainability & Form-Based Codes*, Tahoe; September 2009
- *Executive Workshop on State Transportation and Climate Change: A workshop to Foster GHG Reductions by Slowing VMT Growth and Increasing Energy Efficiency*, sponsored by AASHTO, CCAP, Rockefeller Foundation, Woods Hole, MA; September 2009
- Oregon State APA Annual Conference, *Climate Change Policy Workshop*, Portland; June 2009
- Sierra Nevada Alliance Conference, *State Climate Change Policy*, Sacramento; June 2009
- California Department of Public Health Teleconference, *Statewide Public Health and SB 375*; June 2009
- *Land Use Planning and Climate Change Practice, Promise, and Policy: A Trans-Atlantic Workshop*, Sponsored by The Lincoln Institute of Land Policy; The National Center for Smart Growth Research and Education, University of Maryland; The Habiforum Foundation, Dubrovnik, Croatia; May 2009
- Statewide SB 375 Workshop Series, *Implementing SB 375: What Local Governments Need to Know About Climate Change Legislation*. Sponsors Local Government Commission, OPR & Senator Steinberg's Office, San Diego, Oakland and Los Angeles; March-June 2009
- LGC Ahwahnee Conference, *State Climate Change Issues*, Yosemite; March 2009
- California Environmental Dialogue, *State Climate Change Policy*; April & August 2008
- Center for Civic Partnership, *How Planning Standards Can Be Tools for Improving Community Health*, Oakland; April 2008
- UCLA Land Use Law & Planning Conference, *When Policy Meets Populism: General Plans Under Siege*, Los Angeles; January 2008

# Jeremy Nelson

Principal



Jeremy Nelson has ten years experience as a multimodal transportation and land use researcher, planner, and policy analyst in the public, private, and non-profit sectors. He also has extensive knowledge of interactions of land use and development patterns, transportation systems, and public health outcomes. Jeremy has advanced expertise in research, communication, and group facilitation. He is one of Nelson\Nygaard's leaders in developing regional transportation plans to support land use and economic development goals, creating clear and persuasive plan documents, and facilitating community and stakeholder outreach.

## EDUCATION

Executive Certificate in Sustainable Leadership, Presidio Graduate School of Management  
M.A. in Urban Planning, University of California, Los Angeles  
Bachelor of Arts, History, Reed College

## EXPERIENCE

### **Nelson\Nygaard Consulting Associates Inc.**

Principal, 2010–Present; Senior Associate, 2006–2010; Associate Project Manager, 2005–2006

#### **Transportation and Mobility Plans for the cities of Ventura (CA), Glendale (CA), and others**

- For the City of Ventura's Downtown Mobility Plan, Mr. Nelson developed a comprehensive package of parking policy reforms and transportation demand management strategies to help downtown Ventura revitalize their community goals and improve transportation choices. As part of this study, Mr. Nelson analyzed current transportation conditions and needs by auditing existing policies and plans, collecting new parking occupancy data, and facilitating stakeholder interviews and public outreach. Mr. Nelson also conducted a national peer review of comparable jurisdictions to identify best practices relevant to local conditions.

#### **Parking Needs Assessment and Parking Management Plans for new mixed-use developments**

- Mr. Nelson has analyzed parking demand for a number of new mixed-use development projects. Recommendations have included parking operation strategies (such as shared parking and valet parking) and demand reduction strategies that satisfy both market demand and community goals. Working with developers, public agency staff, and community residents, Mr. Nelson has helped to facilitate consensus on how to minimize and mitigate the traffic and parking impacts of new development proposals.

#### **Integrated Transportation and Land Use Planning**

- Mr. Nelson has significant experience analyzing the interactions between transportation systems, land use patterns, and public health and economic development outcomes. For the Planning for Active Transportation and Health (PATH) project in Humboldt County (CA), Mr. Nelson worked to develop a new planning process and cost-effective analytical tools to help regional planners and decision makers implement policy reforms and multimodal infrastructure investments to improve transportation equity and support community goals for land use, public health, and economic development.

#### **Transportation Economics, Funding Alternatives, and Revenue Strategies**

- Through his academic training, contract research, and direct project experience, Mr. Nelson has developed a sophisticated understanding of transportation economics, funding alternatives, and revenue strategies. For the City of Ventura, Mr. Nelson developed parking management recommendations to both better manage scarce downtown parking and optimize parking revenue to fund downtown improvements. In Humboldt County, Mr. Nelson developed a comprehensive list of implementable revenue sources to fund new multimodal transportation improvements in rural regions with limited resources. Mr. Nelson was also the co-author of a recent paper analyzing revenue options for San Francisco's transit system.

### **Community Outreach and Public Process Facilitation**

- Mr. Nelson is one of Nelson\Nygaard's outreach and facilitation specialists. In Mr. Nelson's previous work in the public- private-, and non-profit sectors, he developed the ability to understand issues from the diverse perspectives of multiple stakeholders and identify common ground as a basis for building consensus. At Nelson\Nygaard, Mr. Nelson has played a significant role on several high-profile, multi-stakeholder community involvement processes in a variety of contexts. For the PATH project in rural Humboldt County, Mr. Nelson facilitated small group discussions, in which officials, agency planners, service providers, and community advocates— many of whom had never previously sat down at the same table together-- developed a common vision for transportation reform. For the San Francisco Better Streets Plan, Mr. Nelson is leading the implementation of a public participation module that will reach every neighborhood in the city, with 25 events tailored to unique needs of diverse urban populations.

## **PREVIOUS EXPERIENCE**

### **Transportation for a Livable City**

Policy Director, 2003–2005

- Working in a start-up policy entrepreneur environment, Mr. Nelson's responsibilities included reviewing development proposals and long-term plans/policies; creating organizational position based on best practices policy research; lobbying developers, planners, and decision makers; advocating legislative reforms to address connections between land use and transportation; and outreaching to and organizing affected stakeholders and community groups. Mr. Nelson's organizational capacity-building responsibilities include member and media outreach, recruiting and managing interns, and website management.

### **Transportation and Land Use Coalition**

Innovative Programs Coordinator, 2002–2003

- Mr. Nelson was responsible for completion of the Instant Advocate Toolkit, an interactive CD-ROM and website designed to provide low-income communities with resources needed to effect positive neighborhood change. The Toolkit included 40 summaries of innovative land use and transportation policies and programs, highlighting lessons learned in other communities, and providing a step-by-step implementation strategy. Mr. Nelson also recruited and managed the work of 20 volunteer research interns and collaborated with colleagues in developing the functionality and design of the final CD-ROM and website.

### **Group 4 Architecture, Research + Planning**

Assistant Planner, 2000–2002

- As an Assistant Planner, Mr. Nelson assumed increasingly responsible duties within a dynamic planning and design firm, conducting land use, transportation, and demographics research, authored substantial planning documents, managed client interactions, developed outreach techniques tailored to the unique needs of specific populations and user groups, and facilitated community workshops. Mr. Nelson also gained significant experience in facility and site evaluation methods, project budget analysis, and public participation techniques.

### **City of Portland, Office of Planning & Development Review**

Land Use Research Analyst, 1998–2000

- Mr. Nelson was responsible for researching land use history, existing infrastructure, zoning and environmental information for pending development proposals and area plans and incorporating this information into detailed case reports for work group of 40+ planners. In this position, Mr. Nelson gained a sophisticated understanding of the conceptual framework and practical tools of transportation and land use planning through close interaction with policy analysts and development review planners.

# Colin Burgett, AICP

Principal



Colin Burgett, AICP, has over 14 years of professional experience in multimodal transportation engineering and integrated transportation/land use planning. He has specialized experience in integrated land use, transit, and multimodal transportation planning, including station planning, street design, and traffic operations. Colin manages projects that place a strong emphasis on facilitating the interactions between transportation systems, land use patterns, and urban design components.

## EDUCATION

M.S. City and Regional Planning, Cal Poly, San Luis Obispo, California, 1998  
B.S., Political Science, University of Oregon, 1993

## EXPERIENCE

**Nelson\Nygaard Consulting Associates Inc.**  
Principal, 2009–Present

### Integrated Transportation and Land-Use Planning

- Mr. Burgett manages projects that place a strong emphasis on facilitating the interactions between transportation systems, land use patterns, and urban design components. For the Baylands Specific Plan in Brisbane (CA), Colin worked with a multi-disciplinary planning team to develop a land use/transportation plan that specified a mix of land uses at appropriate densities, with a street and urban design plan to facilitate internal circulation for pedestrians and transit service to include heavy rail, light rail and bus service.

### Long-Range Transportation Plans and General Plan Updates

- Through direct project experience, Mr. Burgett developed a sophisticated understanding of traffic operations analysis tools and travel demand forecasting methods. Colin managed the preparation of transportation impact studies for citywide plans, large area plans, residential projects, campus master plans, hospital retrofit projects, and mixed-use development projects.

### Transit-Oriented Development and Station Area Plans

- Mr. Burgett collaborated with multi-disciplinary engineering, planning and urban design teams to prepare transit-oriented development (TOD) plans for various rail stations and transit corridors. Colin managed the Oakland Airport/Coliseum BART Station Area planning effort for the city of Oakland (CA), led development of a TOD-focused land use/transportation plan adjacent to the Bayshore Intermodal Station in San Francisco/Brisbane (CA), and developed street design and pedestrian improvement options for a proposed bus rapid transit (BRT) corridor in San Leandro (CA).

### Bicycle and Pedestrian Planning

- Mr. Burgett places a strong emphasis on the incorporation of bicycle and pedestrian components within each planning effort. In addition, Colin authored bicycle master plans for the cities of Oakland (CA) and San Leandro (CA), and developed a pedestrian safety strategy for the city of Stockton (CA).

### Integrated Transportation and Land-Use Planning

- Mr. Burgett manages projects that place a strong emphasis on facilitating the interactions between transportation systems, land use patterns, and urban design components. For the Baylands Specific Plan in Brisbane (CA), Colin worked with a multi-disciplinary planning team to develop a land use/transportation plan that specified a mix of land uses at appropriate densities, with a street and urban design plan to facilitate internal circulation for pedestrians and transit service to include heavy rail, light rail and bus service.

### Campus Planning and Site Design

- Mr. Burgett developed campus transportation plans and designed transportation amenities for colleges, hospitals and large companies. Key clients have included City College of San Francisco, California Pacific



**Colin Burgett**  
Principal

Medical Center (San Francisco, CA), Genentech (South San Francisco, CA), and Foothill College (Los Altos Hills, CA).

#### **Parking Needs Assessment and Parking Facility Design**

- Mr. Burgett evaluated the adequacy of parking supply, and parking management policies for public agencies and private developers. Colin has designed parking facilities for various clients.

#### **Traffic Calming and Neighborhood Traffic Management**

- Mr. Burgett prepared traffic calming guidelines for cities such as Napa (CA), managed development of a Neighborhood Traffic Management program in Stockton (CA), and developed site-specific traffic calming components for various community planning efforts.

#### **Transportation Demand Management (TDM) Strategies**

- Mr. Burgett developed TDM strategies for cities, colleges, developers, and institutional clients.

### **PREVIOUS EXPERIENCE**

#### **Fehr & Peers, San Francisco, CA**

Senior Transportation Engineer/Planner, 2001–2009

#### **City of Oakland, CA, Community & Economic Development Agency**

Strategic Planner, 1998–2001

#### **City of Eugene, OR, Planning Department**

Land Use Planner, 1995–1996

#### **City of Tigard, OR, Planning Division**

Land Use Planner, 1994

### **PUBLICATIONS AND PRESENTATIONS**

- Author: Hoover Area Community Mobility Plan (Transportation Element). Redwood City, CA, 2008.
- Presenter: Brisbane Baylands Plan Alternatives. City of Brisbane, CA, 2008.
- Co-author and presenter: Transit-Oriented Development and the Suburban Shopping Mall, presented at the 45th annual International Making Cities Livable Conference in Portland, OR, 2007.
- Co-author and presenter: Petaluma General Plan (Mobility Element). City of Petaluma, CA, 2005.
- Co-author: Bicycle and Pedestrian Master Plan. City of San Leandro, CA, 2004.
- Author: Street Design Guidelines and Pedestrian Safety Strategy. City of Stockton, CA, 2003.
- Author and presenter: Bicycle Master Plan. City of Oakland, CA, 1999.

### **PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS**

- Professional Certification: American Institute of Certified Planners
- Member: American Planning Association
- Member: Urban Land Institute

# Paul Jewel

Principal



Paul Jewel is a Public Transit Project Manager and Lead Planner with 17 years of experience. From 2005 through 2010 he was the head of the firm's Public Transit Planning Practice. He specializes in fixed-route planning, operations, transit center evaluations, and passenger amenity evaluations. Paul has served as project manager or deputy project manager on numerous transit service planning/development projects for mid-to-large systems.

## EDUCATION

Master of Public Administration with Emphasis on Urban Policy and Transportation,  
San Francisco State University  
Bachelor of Arts, History/Political Studies, Pitzer College

## EXPERIENCE

### **Nelson\Nygaard Consulting Associates Inc.**

Principal Planner and Chief Operating Officer, 1993–Present

#### **Comprehensive Operational Assessments and Line by Line Studies**

- These studies, which usually include complete passenger ridechecks and surveys, tend to focus on transit network service planning and the identification of near-term opportunities for increasing ridership and improving productivity without necessarily increasing revenue hours and/or peak vehicle requirements. Recent clients include SamTrans, Culver CityBus, VIA Metropolitan Transit (San Antonio, TX), Vallejo Transit, Spokane Transit Authority, Livermore Amador Valley Transit Authority and Foothill Transit.

#### **Bus Rapid Transit**

- Mr. Jewel has worked on nearly a dozen operational studies for single and multi-corridor Bus Rapid Transit projects for clients like the Spokane Transit Authority, the Livermore Amador Valley Transit Authority, Citifare (Reno) and AC Transit. Mr. Jewel's work included assessing operational impacts, determining vehicle requirements and preparing cost estimates for operating scenarios and bus stop amenities.

#### **Strategic & Long Range Transit Plans**

- LRTPs generally have a 20-year timeframe and focus on issues related to fleet and facilities, long-term travel patterns, changing market trends and the identification of appropriate transit technologies and High Capacity Transit Corridors. Recent clients include the CalACT (Keeping Communities Connected), Spokane Transit Authority, the City of Fresno (Fresno Area Express) and SamTrans.

#### **Short Range Transit Plans**

- SRTPs typically cover a variety of issues and tasks including the assessment of transit demand, customer and general public outreach, marketing, service planning, financial and capital planning. Recent clients include the City of Vallejo, The City of Fairfield, the Reno RTC, SamTrans, and the City of Flagstaff.

#### **Transit Centers Studies**

- Mr. Jewel is often asked to address specific operating questions like: 1) what happens to the transit network if the central transfer center is moved to a new location or 2) is it possible to improve the operational efficiency of our existing facility? Clients include the Spokane Transit Authority and the Cities of Vallejo, Santa Rosa and Visalia.

#### **Passenger Amenity Assessments**

- These studies include assessments of passenger amenities and information systems at bus stops. Recent clients include the Cities of Flagstaff, Norwalk, plus Capital Metro Transit (Austin) and SamTrans.



**Paul Jewel**  
Principal

### **Stakeholder Interviews, Focus Groups and Facilitation Exercises**

- Worked with business leaders, politicians, multiple transit agencies, citizens groups, and the general public. Recent examples of this work include the Los Angeles County-Wide Short Range Transit Plan and the Fresno Long Range Transit Master Plan.

### **Ferry Experience**

- **Water Emergency Transit Authority (WETA).** WETA, a new agency formed in 2009, hired Mr. Jewel in 2010 to undertake a series of on-call planning tasks for the Vallejo-San Francisco Ferry including: 1) assessment of market potential, 2) five year service planning, 3) assessment of funding opportunities and 4) public outreach. In 2011 Mr. Jewel expects to begin work on a Short Range Transit Plan for the WETA System.
- **City of Vallejo and Vallejo Transit 2008 Crisis Management Plan.** Mr. Jewel and two sub consultants prepared an emergency administration/operations/funding plan to close a \$2 million budget deficit. The plan included targeted service cuts of low productivity trips, replacement of some ferry trips with bus trips, reduction in staffing levels and access to emergency funding through a Regional Transportation Program.
- **City of Vallejo and Vallejo Transit 2001 and 2008 Short Range Transit Plans.** These projects were assessment of Ferry/Bus performance plus service plan recommendations.
- **City of Vallejo and Vallejo Transit 2000 Downtown Vallejo Transit Plan.** Mr. Jewel, as a sub consultant to Korve Engineering prepared bus and ferry plans to support redevelopment plans for downtown Vallejo and the Historic District.
- **City of Vallejo and Vallejo Transit 2002 Mare Island Transportation Study.** Mr. Jewel, as a sub consultant to Korve Engineering, prepared an assessment of the impacts on Bus/Shuttle/Ferry operations related to the redevelopment of Mare Island Naval base.

### **Privatization/Contract Experience**

- **North Natomas Contract Operator Review and Bid Process (2010-2011).** Mr. Jewel assisted the North Natomas Transportation Demand Management Association with an assessment of its commuter service operation and then helped the TMA prepare a RFP for services, conduct interviews with potential bidders, review proposals and prepare a new operating contract.
- **Council of Fresno County Governments Fresno County Transit Consolidation Study 2011.** Mr. Jewel is currently the Lead Planner and Project Manager on this study which is evaluating opportunities for merging three transit systems in a new transit district. Mr. Jewel's role includes assessing staffing levels and exploring options for contracting the combined service to a private sector entity.
- **Performance audits of various transit and planning agencies.** Most of the Mr. Jewel's audit experience involves reviewing the contracts with third party operation/maintenance firms. He will review the contracts and provide recommendations on performance measures, reporting requirements and cost effectiveness.

### **Intermodal Connectivity Experience**

- Most of Mr. Jewel's transit planning studies involve making recommendations for improving intermodal connectivity between bus and rail or bus and ferry systems. Recommendations include proposed improvements for: 1) fare media, 2) timed/seamless transfers, 3) scheduling and 4) shared passenger amenities.

### **MEMBERSHIPS AND AFFILIATIONS**

- California Association for Coordinated Transportation (CalACT)
- California Transit Association (CTA)
- New York Public Transit Association (NYPTA)
- San Francisco Urban Planning Association (SPUR)



2020 L Street, Suite 400  
Sacramento, CA 95811  
P 916.414.5800  
F 916.414.5850  
[www.aecom.com](http://www.aecom.com)

**EXHIBIT B**

TASKS	Principal-in-Charge	Project Manager Studio 30 Fellow	GHG Analyst	Technical Lead	Planner Outreach Specialist	Subtotal AECOM		UC Davis Studio 30	Nelson Nygaard	TOTAL	
	Rate/Hour					Hours	Dollars	Dollars	Dollars	Dollars	
<b>Task 1. Project management and baseline data review</b>											
Subtotal (Task 1)	16	24	0	13	0	53	\$7,870	\$0	\$2,960	\$10,830	
<b>Task 2. Develop Baseline GHG Inventory/Projections</b>											
Subtotal (Task 2)	2	9	61	8	0	80	\$8,960	\$3,000	\$6,972	\$18,932	
<b>Task 3. Conduct Public Outreach</b>											
Subtotal (Task 3)	28	30	0	6	42	106	\$13,760	\$2,000	\$1,194	\$16,954	
<b>Task 4. Develop GHG Reduction Strategies and Goals</b>											
Subtotal (Task 4)	36	51	32	81	38	238	\$29,555	\$7,000	\$5,952	\$42,507	
<b>Task 5. Prepare Climate Action Plan</b>											
Subtotal (Task 5)	22	40		0	70	132	\$15,820	\$6,000	\$4,682	\$26,502	
<b>Total Labor Hours</b>	<b>104</b>	<b>154</b>	<b>93</b>	<b>108</b>	<b>150</b>	<b>609</b>					
<b>Total Labor Dollars</b>	<b>\$19,240</b>	<b>\$22,330</b>	<b>\$9,765</b>	<b>\$11,880</b>	<b>\$12,750</b>		<b>\$75,965</b>	<b>\$18,000</b>	<b>\$21,760</b>	<b>\$115,725</b>	
<b>DIRECT COSTS</b>											
1. Misc Expenses								\$250		\$240	\$490
2. Display Boards and meeting materials								\$1,000			\$1,000
3. Travel								\$750			\$750
<b>Total Direct Costs</b>								<b>\$2,000</b>	<b>\$0</b>	<b>\$240</b>	<b>\$2,240</b>
<b>TOTAL BASELINE COST- FIXED PRICE FOR SCOPE OF WORK</b>								<b>\$77,965</b>	<b>\$18,000</b>	<b>\$22,000</b>	<b>\$117,965</b>



## EXHIBIT C

**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. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 Bodily Injury - Ea. Person       |
|   | \$1,000,000 Bodily Injury - Ea. Occurrence   |
| \$2,000,000 Aggregate                     | \$1,000,000 Property Damage - Ea. Occurrence |

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

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. 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. A Waiver of Subrogation against the City of Lodi is required.

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.

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: **Joseph Wood** 5. DATE: **2/1/12**  
 4. DEPARTMENT/DIVISION: **Community Development /Neighborhood Services**

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	444	4441	5569	<b>HUD-Sustainable Communities Grant</b>	<b>\$120,000</b>
B. USE OF FINANCING	444	444002	7323	<b>Climate Action Plan</b>	<b>\$120,000</b>

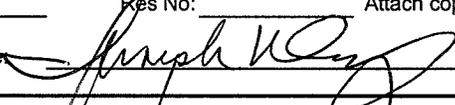
**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

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

**The Climate Action Plan is a project that is being funded through a Sustainable Communities Planning Grant that was received in 2010. The Grant funds are received as a reimbursement for eligible project expenses. \$120,000 of the grant funds have been allocated to the Climate Action Plan project and will be used for contract services to AECOM, Inc.**

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

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

Department Head Signature:  \_\_\_\_\_

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

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

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT FOR DEVELOPMENT OF THE  
CLIMATE ACTION PLAN TO AECOM, INC., AND  
APPROPRIATING FUNDS

=====

WHEREAS, in answer to the Request for Proposals that was duly approved by the City Council on October 19, 2011, proposals were received and opened on November 30, 2011 at 4:00 p.m. for contract services for development of the Climate Action Plan; and

WHEREAS, based on the review of the proposals, three firms were invited to participate in the interview process. Based on the results of the interview process, staff recommends that the contract for development of the Climate Action Plan be awarded to AECOM, Inc., of Sacramento, in an amount not to exceed \$120,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby Award the contract for professional services for the development of the Climate Action Plan to AECOM, Inc., of Sacramento, in an amount not to exceed \$120,000.

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

BE IT FURTHER RESOLVED, that funds in the amount of \$120,000 be appropriated from the 2010 Sustainable Communities Planning Grant for this project.

Dated: February 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 15, 2012, by the following vote:

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

RANDI JOHL  
City Clerk



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Fla. (\$133,376.82)

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Chief of Police

---

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute service maintenance agreement with Sungard Public Sector, Inc., of Lake Mary, Fla., in the amount of \$133,376.82.

**BACKGROUND INFORMATION:** In 2009, the Lodi Police Department purchased a replacement computer system. The new Sungard OSSI system provides records management, computer-aided dispatching, field reporting, mobile computing and other functions that allow the department to function more efficiently. The original purchase agreement included a one-year maintenance agreement to provide software and hardware support in the event of system malfunctions, and the City extended that agreement from October 2010 through September 2011 at a cost of \$131,967.14.

Renewing the maintenance agreement will cost \$133,376.82. The maintenance agreement provides ongoing technical support that will minimize any disruption in the department's ability to provide service to the public in the event of a system malfunction.

**FISCAL IMPACT:** Estimated cost of \$133,376.82 is included in the FY 2011/2012 budget.

**FUNDING AVAILABLE:** \$133,967.82 from Account No. 101031.7335

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

Mark Helms  
Chief of Police

MG:jb

cc: City Attorney

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

# SUNGARD® PUBLIC SECTOR

February 1, 2012

Jeanie Biskup  
 Lodi Police Department  
 215 W. Elm Street  
 Lodi, CA 95240  
 209-333-6864

Dear Ms. Biskup:

This letter is to confirm the upcoming renewal of the annual Maintenance and Support Services under the terms of the existing Licensed Program Support Agreement dated November 17, 2010 with SunGard Public Sector Inc. for such services.

The Agreement Term shall be extended and pricing shall be adjusted as provided below:

Qty.	Schedule of Licensed Programs covered under this Agreement	Annual Support Fee October 1, 2011 - September 30, 2012
1	OSSI Base Computer Aided Dispatch System Tier 3	\$ 12,519.00
3	OSSI Additional CAD Console License	\$ 2,106.00
1	OSSI Alpha Numeric Paging Module	\$ 990.00
1	OSSI First CAD Map Display and Map Maintenance Software License	\$ 990.00
5	OSSI Additional CAD Map Display SiteLicense	\$ 1,800.00
2	OSSI CAD Resource Monitor Display License with Maps Client	\$ 540.00
1	OSSI Rip & Run Printing Faxing Module	\$ 990.00
1	OSSI Roster Module	\$ 990.00
1	OSSI E911 Interface Module	\$ 990.00
1	OSSI Firehouse RMS Interface	\$ 990.00
1	OSSI Interface to Pagegate	\$ 180.00
1	OSSI Station Toning Module	\$ 990.00
1	OSSI Zetron Model 3030 TDD Interface	\$ 810.00
1	OSSI Telestaff Interface	\$ 990.00
1	OSSI Base Mobile Server Software Client - 50	\$ 3,600.00
7	OSSI CAD Client AVL License	\$ 2,520.00
35	OSSI Client AVL Mobile License	\$ 840.00
1	OSSI AVL Server Host License	\$ 6,300.00
35	OSSI MCT Client for Digital Dispatch	\$ 5,572.00
35	OSSI Mobile Client Maps	\$ 1,120.00
35	OSSI License of Incident/Offense Field Reporting Module Client	\$ 5,572.00
85	OSSI MFR Client Accident Reporting	\$ 6,800.00
35	OSSI Mobile Arrest Module	\$ 1,680.00
50	OSSI MFR Client Moblan Version	\$ 4,000.00
1	OSSI MCT Interface to Firehouse	\$ 1,350.00
1	OSSI Review Module for Field Reporting	\$ 2,800.00
1	OSSI Integrated State/NCIC Messaging Software Switch	\$ 3,600.00
30	OSSI Lan Client License for Message Switch	\$ 1,620.00
2	OSSI Canine Module in MFR	\$ 96.00
1	OSSI Police to Citizen	\$ 2,000.00
1	OSSI Client Base Records Management System - 50	\$ 12,992.00
1	OSSI Police to Police Internet Data Sharing	\$ -

Graph is continued on following page...

# SUNGARD® PUBLIC SECTOR

Qty.	Schedule of Licensed Programs covered under this Agreement	Annual Support Fee	
		October 1, 2011 - September 30, 2012	
1	OSSI Base Accident Module - 50	\$	880.00
1	OSSI Accident Wizard Base Server License	\$	800.00
95	OSSI Accident Wizard Worksheet License Client	\$	2,280.00
1	OSSI Animal Conrol Module	\$	1,200.00
1	OSSI Bar Coding Server License	\$	400.00
1	OSSI Bike Registration module - 10	\$	240.00
1	OSSI Calls for Service Module	\$	320.00
1	OSSI RMS Canine Tracking Module	\$	880.00
1	OSSI Crime Analysis Module - Client License	\$	2,000.00
1	OSSI Crime Stoppers Management Module	\$	560.00
1	OSSI Document Scanning and Storage	\$	1,600.00
1	OSSI Felony Registration Module - 10	\$	240.00
1	OSSI Fire Arms Application Permit Module -10	\$	240.00
1	OSSI Generic Permit Module - 10	\$	480.00
2	OSSI Bar Coding Hand Held Client License	\$	510.00
1	OSSI Link Analysis Module	\$	2,800.00
1	OSSI RMS Map Display and Pin Mapping Licene - 50	\$	1,600.00
1	OSSI Notification Module -50	\$	2,272.00
1	OSSI Ordinance Module	\$	240.00
1	OSSI Probation and Parole Module - 10	\$	240.00
1	OSSI Problem Oriented Policing module - 10	\$	560.00
1	OSSI Propery and Evidence Module	\$	880.00
1	OSSI Residential Security Watch - 10 Module	\$	240.00
1	OSSI Sex Offender Module	\$	2,400.00
1	Gang Profile Module	\$	1,200.00
1	OSSI Professional Standards Internal Affairs Module Client	\$	2,800.00
1	OSSI Client Jail Management System Module - 5	\$	2,400.00
1	OSSI Site License Mugshot Display Software License	\$	4,200.00
1	OSSI Mugshot Capture Station Software Only	\$	880.00
1	OSSI State Livescan Interface	\$	1,360.00
1	OSSI RMS Custom Modification - Dataworks Interface	\$	800.00
1	OSSI - Lodi interface to San Joaquin County	\$	2,592.00
	<b>Tax</b>	\$	4,945.82
	<b>Totals</b>	\$	<b>133,376.82</b>

Fees for the renewal Term of Maintenance and Support Services shall be due prior to the start of that term (payment terms are net 30 days).

Please sign below, acknowledging your intent to renew the annual Maintenance and Support Services as provided within this letter. If you have any questions or if I can be of any assistance please do not hesitate to contact me at 407-304-3158 or email me at [george.sereikas@sungardps.com](mailto:george.sereikas@sungardps.com).

Sincerely,

SUNGARD PUBLIC SECTOR INC.

By:   
 George Sereikas  
 Manager, Contracts Services

ACKNOWLEDGED:

LODI POLICE DEPARTMENT, CA

By: 

Name/Title: Mark Helms, Chief of Police

Date: 2/6/12

**SIGNATURES CONTINUE ON NEXT PAGE**

CITY OF LODI, a municipal corporation

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

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

Attest:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

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

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

**SUNGARD PUBLIC SECTOR INC.  
LICENSED PROGRAM(S) SUPPORT AGREEMENT**

THIS LICENSED PROGRAM(S) SUPPORT AGREEMENT (this "Agreement") is entered into this 17<sup>th</sup> day of November, 2010, by and between Lodi Police Department, a political subdivision of the State of California, whose address is 215 W. Elm Street (hereafter referred to as "Customer"), and SunGard Public Sector Inc., having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746, (hereafter referred to as "SunGard Public Sector").

WITNESSETH:

WHEREAS, SunGard Public Sector and Customer entered into that certain SunGard Public Sector Software License Agreement dated September 2, 2008 (the "License Agreement") under which Customer obtained a perpetual, non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation on certain terms and conditions;

WHEREAS, Customer desires to receive the Support, as defined herein, from SunGard Public Sector and SunGard Public Sector desires to render the Support to Customer with respect to the Licensed Program (as hereinafter defined) on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1**

**DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 **"Licensed Program."** "Licensed Program" means the software identified in a schedule, supplement or amendment to the License Agreement between the parties (Schedules), including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or License Agreement. This excludes computer software not developed by SunGard Public Sector which might be used in conjunction with the SunGard Public Sector Public Safety Licensed Program, such as word processors, spreadsheets, terminal emulators, etc.
- 1.2 **"Modification."** "Modification" means a change to the Licensed Program requested by Customer to meet its specific needs and use, adding value, functionality and/or desirability for Customer.
- 1.3 **"Agreement Term."** An initial period shall commence upon the Maintenance Plan Start Date reflected on Attachment 2 and extend for a period of one year. Thereafter, the Agreement Term shall automatically renew for successive periods of one year each unless and until terminated pursuant to Section 9 hereof or otherwise superseded by the execution of a new Licensed Program Support Agreement. In no event, however, shall the Agreement Term extend beyond the prescribed term of the License Agreement.
- 1.4 **"Error."** Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program published from time to time by SunGard Public Sector. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by SunGard Public Sector, or not authorized to be so combined or merged by SunGard Public Sector, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.

- 1.5 **"Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Not covered under Error Correction is the responsibility for data file damage due to software or hardware malfunction.
- 1.6 **"Enhancement."** Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by SunGard Public Sector as minor or major, depending on SunGard Public Sector's assessment of their value and of the function added to the preexisting Licensed Program.
- 1.7 **"Coverage Hours."** Monday through Friday 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays for any questions regarding the Licensed Program(s) included in this Agreement. For a Major Application Problem on SunGard Public Sector's Base Computer Aided Dispatch System (Base CAD) only, SunGard Public Sector coverage hours will be 24-hours per day, 7-days per week.
- 1.8 **"Response Time."** Within Eight (8) hours of the Coverage Hours from the time that SunGard Public Sector verifies that an Error is present, SunGard Public Sector will initiate work toward development of an Error Correction for a Major Application Problem. Minor Application Problems will be fixed with the next scheduled Licensed Program Release.
- 1.9 **"Licensed Program Releases."** New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.
- 1.10 **"System Administrator."** An agent of Customer with sufficient training and/or experience with the Licensed Program to communicate effectively with the SunGard Public Sector Support personnel.
- 1.11 **"Major Application Problem."** The Licensed Program is not functioning to the point that the Licensed Program is the cause of the Customer not being able to enter CAD calls, dispatch units, or update unit status in the Base CAD system. Therefore, the Base CAD system is down or non-operational because of the Licensed Program as determined by SunGard Public Sector.
- 1.12 **"Minor Application Problem."** The Licensed Program functions with inconveniences or programmatic error; however, the Licensed Program has not stopped Customers' daily operations.
- 1.13 **"Non Application Problem"** is a problem, which is determined by SunGard Public Sector to have been caused by a source other than the Licensed Program, such as hardware failure, network malfunction, etc.

## Section 2

### ELIGIBILITY FOR SUPPORT

To be eligible for support for a Licensed Program, Customer must meet the following requirements. Acceptance of this Agreement by SunGard Public Sector is conditioned upon confirmation by SunGard Public Sector that the Licensed Program is eligible for support. Customer agrees that the obligation of SunGard Public Sector to continue to provide Services with respect to a Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met. To be eligible for Support for a Licensed Program, Customer must meet all of the following requirements:

- a. Customer has a valid Software License Agreement for the Licensed Program.
- b. Customer has a System Administrator.
- c. The hardware configuration on which the Licensed Program is to be used is supported by SunGard Public Sector.
- d. Customer is, and remains, in compliance with the schedule of payments.

SunGard Public Sector may require Customer to appoint a new System Administrator if SunGard Public Sector determines that the System Administrator does not have the training or experience necessary to communicate effectively with the SunGard Public Sector support personnel.

### Section 3

#### SCOPE OF SERVICES

- 3.1 During the Agreement Term, SunGard Public Sector shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in SunGard Public Sector's current rate schedule:
- a. SunGard Public Sector shall maintain a program control center capable of receiving by telephone any operator reports of system irregularities.
  - b. SunGard Public Sector shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.
  - c. SunGard Public Sector shall maintain a trained staff capable of rendering the services set forth in this Agreement.
  - d. SunGard Public Sector shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to SunGard Public Sector in accordance with SunGard Public Sector's standard reporting procedures. SunGard Public Sector shall, after verifying that such an Error is present, initiate work, within Response Time, in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, SunGard Public Sector shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and SunGard Public Sector shall include the Error Correction in all subsequent Releases of the Licensed Program. SunGard Public Sector shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that SunGard Public Sector shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days.
  - e. SunGard Public Sector may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if SunGard Public Sector so elects, major Enhancements. SunGard Public Sector shall provide Customer with one copy of each new Release, without additional charge. SunGard Public Sector shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in SunGard Public Sector's current rate schedule.
  - f. Subject to space availability and training fees, Customer may enroll its employees in SunGard Public Sector's training classes.
  - g. SunGard Public Sector shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by SunGard Public Sector and Customer.
  - h. SunGard Public Sector's software support is intended exclusively for SunGard Public Sector's Licensed Program(s); however, SunGard Public Sector can optionally provide first line support for selected operating systems where SunGard Public Sector has an agreement with the supplier. When the Customer contracts for this service, SunGard Public Sector will make a good faith effort to find solutions to operating system problems. However, Customer must be aware of the following facts:

1. In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have. In these cases, SunGard Public Sector recommends that they work directly with the appropriate operating system vendor on these matters. SunGard Public Sector will still be available to provide assistance whenever needed.
2. SunGard Public Sector is required to work with the company that supplied the operating system. If that company fails to provide quality support, SunGard Public Sector will not be able to provide quality support to our customers.
3. Some operating system problems can only be solved on-site. If and when this situation occurs, SunGard Public Sector personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the SunGard Public Sector's professional services fee schedule plus the Customer will be billed for travel expenses and comprehensive per diem.
4. In the event that a bug is identified in the operating system, SunGard Public Sector will immediately report the problem directly to the provider. However, SunGard Public Sector and the Customer will be required to accept their schedule for fixing the problem.
5. If enhancement requests are made to SunGard Public Sector for changes to the operating system, SunGard Public Sector will pass them along to the provider. SunGard Public Sector can make no commitments as to when, or if, the enhancements will be included in future releases.
6. SunGard Public Sector will provide assistance with operating system upgrades via phone but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.
7. Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with SunGard Public Sector software support.
8. SunGard Public Sector must approve all operating system upgrades in advance to verify that the upgrade is necessary and compatible with the SunGard Public Sector Licensed Program(s).

3.2 The following items are specifically not covered by this Agreement:

- a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.
- b. Any problems caused by hardware failure.
- c. Any work required to restore or recover the operating system and/or data files.
- d. Any problem caused by an operator.
- e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by SunGard Public Sector.
- g. Problems with, or caused by any software not supported by SunGard Public Sector, including, but not limited to, SNA, word processors, terminal emulators, etc.
- h. System software installations made by the Customer without authorization of SunGard Public Sector such as installing a new Windows SQL version.

## Section 4

### OBLIGATION OF CUSTOMER

- 4.1 Customer shall provide, without charge to SunGard Public Sector, access to its facilities in connection with the performance of SunGard Public Sector of its obligations hereunder. It is agreed that prior notification will be given when access is required.
- 4.2 Customer must provide SunGard Public Sector with information sufficient for SunGard Public Sector to duplicate the circumstances under which a Problem in a Licensed Program became apparent.
- 4.3 Customer must maintain a current license of pcAnywhere, the SunGard Public Sector OSSI services workstation, and a 128K internet connection (Cable, DSL or similar) for support of the Licensed Programs. These items will connect to the active OSSI application data set(s) using a Licensed Program maintained by SunGard Public Sector hereunder. If desired, the Customer may install a dedicated 56K modem and phone line as a backup support option via dial-up. The customer shall provide access to a voice grade local telephone line for communication with the SunGard Public Sector support staff. SunGard Public Sector strongly recommends PC Anywhere and modem connection as a backup solution in the event Customer loses the broadband connection. In the event Customer elects not to maintain such, Customer acknowledges that SunGard Public Sector will not be able to provide support and will be relieved from all obligations hereunder for providing support.
- 4.4 A representative of Customer must be present when any on-site support is provided. Customer agrees that if such representative is not present when the SunGard Public Sector representative arrives on site, no work will be performed and Customer will be charged for such SunGard Public Sector representative.
- 4.5 All communications by Customer to SunGard Public Sector must be in the English language.
- 4.6 Customer is responsible for providing one or more qualified System Administrators as described in Section 5. At least one of these System Administrators must be available at all times.
- 4.7 Customer is responsible to support and maintain all system software. Customer shall NOT upgrade the operating system or third party software identified as integral to the operation of SunGard Public Sector's Licensed Programs without approval from SunGard Public Sector.

## Section 5

### SYSTEM ADMINISTRATOR REQUIREMENTS

- 5.1 Each System Administrator must be certified by SunGard Public Sector by completing the following:
  - a. Operating System training by either SunGard Public Sector or by a certified Microsoft training organization. This course work must include Administrating Windows 2000 Workstation, Administrating Windows 2000 Server, Windows SQL Administration (or the most current version supported by SunGard Public Sector at the time of installation) and other courses determined at the installation planning session based on the experience of the individuals.
  - b. SunGard Public Sector's application administration and code file course for each Licensed Program.
  - c. SunGard Public Sector's application training courses for each Licensed Program.
- 5.2 Each System Administrator must meet with a SunGard Public Sector Project Manager to review and sign on each of SunGard Public Sector's "Licensed Program(s) and/or Services Delivered" list.

- 5.3 Each System Administrator must be identified in an Attachment 1 properly signed by both Customer and SunGard Public Sector.
- 5.4 Each System Administrator must be qualified to address, without the aid of SunGard Public Sector, all problems relating to any hardware, software or operating system not directly associated with the Licensed Program(s).
- 5.5 Calls received by anyone not identified in an Attachment 1 are not covered by this Agreement and are therefore subject to hourly fees, and are not subject to minimum Response Time.
- 5.6 Each System Administrator must attend all of SunGard Public Sector's Licensed Program training.

## Section 6

### FEES AND CHARGES

- 6.1 Customer shall pay SunGard Public Sector Support fees and charges of \$1123.20 to the table attached hereto as Attachment 2 - Support Fees. Additional Licensed Programs may be added to this Agreement by the Schedules. SunGard Public Sector reserves the right to change its Support fees, provided that no such change will be effective until at least 30 days after SunGard Public Sector has given Customer written notice of such change by means of an invoice. In addition to the foregoing changes in Support Fees, fee changes will also result from changes in (1) Software prices, (2) Increases in the number of modules of a Licensed Program, (3) Increases in the number of users on the system, (4) Changes in the computer hardware or (5) Selection by Customer of different Coverage Hours.
- 6.2 SunGard Public Sector shall invoice Customer at the beginning of each contract year for all Support fees. All reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the highest rate allowed by applicable law.
- 6.3 Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from SunGard Public Sector the Services called for by this Agreement.
- 6.4 Customer agrees to pay additional charges according to the SunGard Public Sector fee schedule for all work performed outside of Coverage Hours. These charges are applicable for any work performed after hours regardless of cause even if it was reported and/or initiated during Coverage Hours. Customer will be required to authorize any work outside of coverage hours that results in additional charges.
- 6.5 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the SunGard Public Sector fee schedule for travel expenses and comprehensive per diem.

## Section 7

### PROPRIETARY RIGHTS

- 7.1 To the extent that SunGard Public Sector may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by SunGard Public Sector (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs in the most current form provided by SunGard Public Sector, in Customer's own facility; (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by SunGard Public Sector. Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purposes.

- 7.2 The Vendor Programs are and shall remain the sole property of SunGard Public Sector, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid SunGard Public Sector for the use of the work product. Customer shall from time to time take any further action and execute any further instrument, including documents of assignment or acknowledgment that SunGard Public Sector may reasonably request in order to establish and protect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

## Section 8

### DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 8.1 SUNGARD PUBLIC SECTOR DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED AND REPRESENTATIONS WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
- 8.2 In no event shall SunGard Public Sector's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to SunGard Public Sector by Customer within the last twelve (12) months.
- 8.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued.

## Section 9

### TERMINATION

- 9.1 This Agreement may be terminated as follows:
- a. This Agreement shall immediately terminate upon the termination of the License Agreement;
  - b. This Agreement may be terminated by Customer upon the expiration of the then-current term of this Agreement, provided that at least ninety (90) days prior written notice is given to SunGard Public Sector. SunGard Public Sector may terminate this Agreement upon the expiration of the second term of this Agreement, provided that at least ninety (90) days prior written notice is given to Customer; or
  - c. This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.
- 9.2 Following termination of this Agreement, SunGard Public Sector shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by SunGard Public Sector for the remaining term of the License Agreement. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate allowed by applicable law.

Section 10

MISCELLANEOUS

- 10.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 10.2 If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10.3 This Agreement may not be assigned except in conjunction with permitted assignment of the SunGard Public Sector Software License and Services Agreement.
- 10.4 Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

LODI POLICE DEPARTMENT, CA



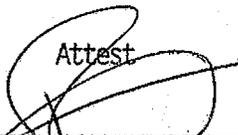
Authorized Signature

Rad Bartlam, Interim City Manager

Print Name & Title

11-15-10

Date

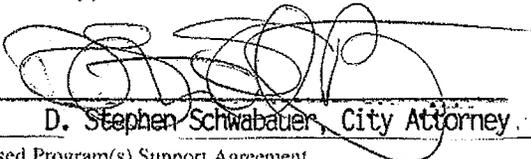


Attest

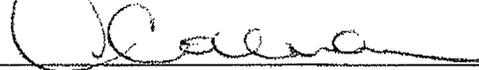
Randi Johl  
City Clerk

Dated: 11/17/10

Approved as to Form:

  
D. Stephen Schwabauer, City Attorney

SUNGARD PUBLIC SECTOR INC.



Authorized Signature

Christian Coleman  
VP and Controller, SunGard Public Sector Inc

Print Name & Title

10/11/2010

Date

**LICENSED PROGRAM(S) SUPPORT AGREEMENT  
ATTACHMENT 1**

**SUPPORT FEES**

Qty.	Schedule of Licensed Programs covered under this Agreement	Annual Support Fee	
			October 1, 2010 - September 30, 2011
1	OSSI Base Computer Aided Dispatch System Tier 3	\$	12,519.00
3	OSSI Additional CAD Console License	\$	2,106.00
1	OSSI Alpha Numeric Paging Module	\$	990.00
1	OSSI Map Converter Software	\$	630.00
1	OSSI First CAD Map Display and Map Maintenance Software License	\$	990.00
5	OSSI Additional CAD Map Display SireLicense	\$	1,800.00
2	OSSI CAD Resource Monitor Display License with Maps Client	\$	540.00
1	OSSI Rip & Run Printing Faxing Module	\$	990.00
1	OSSI Roster Module	\$	990.00
1	OSSI E911 Interface Module	\$	990.00
1	OSSI Firehouse RMS Interface	\$	990.00
1	OSSI Interface to Pagegate	\$	180.00
1	OSSI Station Toning Module	\$	990.00
1	OSSI Zetron Model 3030 TDD Interface	\$	810.00
1	OSSI Telestaff Interface	\$	990.00
1	OSSI Base Mobile Server Software Client - 50	\$	3,600.00
7	OSSI CAD Client AVL License	\$	2,520.00
35	OSSI Client AVL Mobile License	\$	840.00
1	OSSI AVL Server Host License	\$	6,300.00
35	OSSI MCT Client for Digital Dispatch	\$	5,572.00
35	OSSI Mobile Client Maps	\$	1,120.00
35	OSSI License of Incident/Offense Field Reporting Module Client	\$	5,572.00
85	OSSI MFR Client Accident Reporting	\$	6,800.00
35	OSSI Mobile Arrest Module	\$	1,680.00
50	OSSI MFR Client Moblan Version	\$	4,000.00
1	OSSI MCT Interface to Firehouse	\$	1,350.00
1	OSSI Review Module for Field Reporting	\$	2,800.00
1	OSSI Integrated State/NCIC Messaging Software Switch	\$	3,600.00
30	OSSI Lan Client License for Message Switch	\$	1,620.00
2	OSSI Canine Module in MFR	\$	96.00
1	OSSI Police to Citizen	\$	2,000.00
1	OSSI Client Base Records Management System - 50	\$	12,992.00
1	OSSI Police to Police Internet Data Sharing	\$	-
1	OSSI Base Accident Module - 50	\$	880.00
1	OSSI Accident Wizard Base Server License	\$	800.00
95	OSSI Accident Wizard Worksheet License Client	\$	2,280.00
1	OSSI Animal Control Module	\$	1,200.00
1	OSSI Bar Coding Server License	\$	400.00
1	OSSI Bike Registration module - 10	\$	240.00
1	OSSI Calls for Service Module	\$	320.00
1	OSSI RMS Canine Tracking Module	\$	880.00
1	OSSI Crime Analysis Module - Client License	\$	2,000.00
1	OSSI Crime Stoppers Management Module	\$	560.00
1	OSSI Document Scanning and Storage	\$	1,600.00
1	OSSI Felony Registration Module - 10	\$	240.00
1	OSSI Fire Arms Application Permit Module -10	\$	240.00
1	OSSI Generic Permit Module - 10	\$	480.00
2	OSSI Bar Coding Hand Held Client License	\$	510.00
1	OSSI Link Analysis Module	\$	2,800.00
1	OSSI RMS Map Display and Pin Mapping License - 50	\$	1,600.00
1	OSSI Notification Module -50	\$	2,272.00
1	OSSI Ordinance Module	\$	240.00
1	OSSI Probation and Parole Module - 10	\$	240.00
1	OSSI Problem Oriented Policing module - 10	\$	560.00
1	OSSI Property and Evidence Module	\$	880.00
1	OSSI Residential Security Watch - 10 Module	\$	240.00
1	OSSI Sex Offender Module	\$	2,400.00
1	Gang Profile Module	\$	1,200.00
1	OSSI Professional Standards Internal Affairs Module Client	\$	2,800.00
1	OSSI Client Jail Management System Module - 5	\$	2,400.00
1	OSSI Site License Mugshot Display Software License	\$	4,200.00
1	OSSI Mugshot Capture Station Software Only	\$	880.00
1	OSSI State Livescan Interface	\$	1,360.00
1	OSSI RMS Custom Modification - Dataworks Interface	\$	800.00
	<b>Tax</b>	\$	5,498.14
	<b>Totals</b>	\$	<b>131,967.14</b>

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE SERVICE MAINTENANCE AGREEMENT WITH  
SUNGARD PUBLIC SECTOR, INC.

=====

WHEREAS, in 2009 the Lodi Police Department purchased a new computer system from Sungard Public Sector, Inc.; and

WHEREAS, the new Sungard OSSI system provides records management, computer aided dispatching, field reporting, mobile computing and other functions which allow the department to function more efficiently; and

WHEREAS, the annual Service Maintenance Agreement between the Lodi Police Department and Sungard Public Sector provides for software and hardware support in the event of system malfunctions and minimizes any disruption in the department's ability to provide service to the public.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Service Maintenance Agreement for current police information systems with Sungard Public Sector, Inc., of Lake Mary, Florida, and authorize payment in the amount of \$133,376.82 from the 2011-2012 Lodi Police Department Operating Budget.

Dated: February 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City council of the City of Lodi in a regular meeting held February 15, 2012, by the following vote:

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

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize the City Manager to Extend the Term of the Contract with Mike Keller Consulting, LLC for Transmission and Distribution Services

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Authorize the City Manager to extend the term of the contract with Mike Keller Consulting, LLC for transmission and distribution services.

**BACKGROUND INFORMATION:** On August 3, 2011 the City Council adopted a resolution authorizing the City Manager to enter into a Professional Services Agreement with Mike Keller Consulting, LLC for Transmission and Distribution Services. The agreement is due to expire on February 28, 2012. Various agencies are involved with this work which presents challenges in scheduling meetings. As a result additional time is required to complete this work. All other terms and conditions of the agreement will remain the same. Staff recommends extending the contract to August 31, 2012.

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

**FUNDING:** Included in FY2011/2012 EUD Capital Budget Account Numbers 161687 and 161680.

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Elizabeth A. Kirkley  
Electric Utility Director

EAK/lst

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

CONTRACT AMENDMENT AGREEMENT

MIKE KELLER CONSULTING, LLC

THIS CONTRACT AMENDMENT made and effective this 15th day of February, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and MIKE KELLER CONSULTING, LLC, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a contract for Mike Keller Consulting, LLC, on October 5, 2011. Contractor and City now desire to extend the term of the contract but not the total compensation.
2. TERM AND TERMS: The term of the Amended Contract shall be for the period commencing on February 29, 2012 and terminating August 31, 2012. All other terms and conditions will remain as set forth in the Contract for Mike Keller Consulting, LLC, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. This Amendment shall not increase the compensation called for in paragraph 3.1.

CITY OF LODI, a municipal corporation

CONTRACTOR

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

*Mike J Keller*  
\_\_\_\_\_  
MIKE KELLER CONSULTING, LLC

Attest:

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

Title: \_\_\_\_\_

\_\_\_\_\_  
RANDI JOHL  
City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~September 4~~ <sup>October 5</sup>, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Mike Keller Consulting, LLC (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 Transmission & Distribution Services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on ~~September 1~~, <sup>October 5,</sup> 2011 and terminates upon the completion of the Scope of Services or on February 28, 2012, 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: Electric Utility Director

To CONTRACTOR:   Mike Keller Consulting, LLC  
                                  1460 Regalo Court  
                                  San Jose, CA 95128

**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 apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

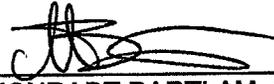
**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:



\_\_\_\_\_  
RANDI JOHL  
City Clerk

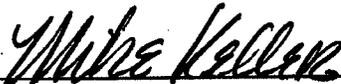


\_\_\_\_\_  
KONRADT BARTLAM, City Manager

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

By: 

CONTRACTOR: Mike Keller, LLC

By:   
\_\_\_\_\_  
Name: MIKE KELLER  
Title: President

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

Doc ID:

CA:rev.01.2011



**MIKE KELLER CONSULTING LLC**

1460 REGALO COURT • SAN JOSE, CA 95128 • 408.559.6885

# PROPOSAL 2011-03

Dated: July 18, 2011

To:

**CITY OF LODI, CALIFORNIA**

For

**CONSULTING SERVICES**

Supporting

City of Lodi's Electric Department

In the

Project Development Efforts

for

**TRANSMISSION COST CONTAINMENT  
& DISTRIBUTION CAPACITY PLANNING**



## PROPOSAL 2011-03

### OVERVIEW:

The Electric Department ("Department") of the City of Lodi, CA ("City") has conceptualized alternative transmission projects that would increase the interconnection capacity between their electric distribution system and the adjacent transmission system. These transmission interconnection modifications have the potential to also reduce transmission costs paid to the California Independent System Operator ("CAISO"). This project is currently referred to as the Transmission Cost Containment Project.

The Department has also developed a low cost strategy for modifying and reinforcing its distribution system to meet native load growth for the near future, say 5 to 10 years. This approach to serving new load would postpone construction of substation banks and fully utilize its distribution assets. The annual work plans and construction efforts supporting this strategy are referred to as the Distribution Capacity Program.

This proposal is for Mike Keller Consulting, LLC ("Consultant") to provide support services to the Department in:

- the investigation of the cost and benefits of transmission interconnection alternatives, and the presentation of those findings to the Department for decision making purposes.
- The development of the Distribution Capacity Strategy for the next 10 years and a Distribution Capacity Work Plan for the next two fiscal years.

### OBJECTIVES:

The objective of work under this proposal is for Consultant to:

1. Move the Transmission Cost Containment Project through the feasibility phase to the point where the Department has sufficient information to make informed choices whether or not to proceed with the project and which alternative to pursue.
2. Develop a Distribution Capacity Work Plan for FY 2011-12 and 2012-13 that will guide the budgeting, detailed design, construction, and energization of the distribution facilities necessary to serve new load added in those same time-frames.

### DELIVERABLES:

#### Objective #1 – Transmission Cost Containment Feasibility Report(s)

Consultant will prepare a report containing available information and expert opinion for use by the Department in selection of an alternative to pursue and an approach to advancing the project through the next phase of development.

#### Objective #2 – Distribution Capacity Work Plan for Summer 2012

Based on peak load reading from the summer of 2011 and forecast loads for the summer of 2012, Consultant will prepare a report containing the steps the Department needs to make to modify and reinforce it's distribution system to meet those forecast loads.

**Objective #3 – Distribution Capacity Work Plan for Summer 2013:**

Based on peak load reading from the summer of 2011 and forecast loads for the summer of 2013, Consultant will prepare a report containing the steps the Department needs to make to modify and reinforce it's distribution system to meet those forecast loads.

**APPROACH:**

City and Consultant will enter into a Professional Services Agreement for the performance of the work by the Consultant to meet the above objectives. Because scope and details of these objectives are not under the control of the Consultant, this is a time and materials proposal for 6 months of work. For the purpose of establishing a schedule and budget for the contract work the following budget has been developed. The budget is based on working 20 hours per week for 20 weeks during the six month term of the contract. The budget assumes that the Consultant will work on site in Lodi. All expenses will be reimbursed based on Consultants Fee Schedule for Calendar year 2011 even if some portion of the contract term extends in to calendar year 2012.

**WORK BUDGET:**

DESCRIPTION	BUDGET
Hourly Billed Work	\$62,000
Travel Expenses (travel time & mileage)	\$10,150
Lodging & Expenses	\$6,000
Pass Through Expenses	\$1,250
<b>TOTAL BUDGET</b>	<b>\$79,400</b>

**FEE & PAYMENT TERMS**

Consultant's "maximum not to exceed fee" for the consulting services is \$79,400.

MKC will invoice the City monthly, on a time and material basis, for actual work performed according to the attached Fee Schedule – Calendar Year 2011.

MKC will notify the City when invoiced amounts reach 80% of the Total Budget shown above.

**CONCLUSION:**

Consultant believes this proposal will provide a timely and cost efficient means of completing the stated objectives of the City of Lodi's Electric Department.

*Filename: Proposal 201103 R2 Lodi Support.doc*



# MIKE KELLER CONSULTING LLC

1460 REGALO COURT • SAN JOSE, CA 95128 • 408.559.6885

## FEE SCHEDULE – CALENDAR YEARS 2010 & 2011

### HOURLY BILLING RATES:

- ◆ Principle Consultant ----- \$155.00/hour

### EXPENSES:

- ◆ Auto Mileage ----- \$0.51/mile  
For vehicle travel outside Santa Clara County; no mileage charges will be incurred for trips inside Santa Clara County.
- ◆ Air Travel ----- At Cost
- ◆ Meals and Incidental Expenses (in San Joaquin County, elsewhere at cost) ----- \$56/day
- ◆ Lodging (in San Joaquin County, elsewhere at cost) ----- \$80/day
- ◆ Sub-consulting and Sub-contracting ----- At Cost plus 10%
- ◆ Other Reimbursable Expenses ----- At Cost

### NOTES:

For vehicle travel outside Santa Clara County one half the employees' hourly rate will be charged from home portal to destination portal using Google Maps travel time estimates.

Invoices will be sent at the beginning of the calendar month for service provided and expenses incurred the previous calendar month. Payment is expected within 30 days unless otherwise provided for in the contract.

### References:

[www.gsa.gov/mileage](http://www.gsa.gov/mileage)

[www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)



**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><br/>\$1,000,000 Ea. Occurrence<br/><br/>\$2,000,000 Aggregate</p>                      | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br/>\$1,000,000 Bodily Injury - Ea. Person<br/>\$1,000,000 Bodily Injury - Ea. Occurrence<br/>\$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u><br/>Not less than \$1,000,000 per Claim. Certificate of Insurance only required.</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. 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.



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Benefit Modifications for Confidential Employees  
**MEETING DATE:** February 15, 2012  
**PREPARED BY:** City Attorney

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**RECOMMENDED ACTION:** Adopt resolution approving benefit modifications for Confidential employees.

**BACKGROUND INFORMATION:** Confidential employees are excluded from participating in negotiations with other bargaining units since these employees are involved in representing the City in the labor relations/ negotiation process. These positions include: Human Resources Manager, Financial Services Manager, Deputy City Attorney, Management Analyst – Confidential, Assistant City Clerk, Administrative Clerk – Confidential, Human Resources Technician, Supervising Budget Analyst, Legal Secretary, and Secretary to the City Manager. Staff is recommending the following modifications be made to current Confidential employees' salary and benefits.

- Employees will continue to pay 1 percent of the employee's share of retirement through June 30, 2012. Employees will begin paying 3.3 percent from July 1, 2012 through June 30, 2013. Employees will also have 18 unpaid furlough days from January 1, 2012 to June 30, 2013. Beginning July 1, 2013 employees will pay the full 7 percent share of their retirement costs and there will be no further unpaid furlough days.
- The City will not increase the City's contribution to employee's medical costs after January 1, 2012 (lowest cost PERS HMO – excluding PORAC).
- The 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.
- The City will restore the 3 percent City match to Deferred Compensation effective June 25, 2012.

**FISCAL IMPACT:** It is estimated that the benefit modifications will save the City \$165,000 over the next two years.

**FUNDING AVAILABLE:** Existing and future appropriations will account for these changes.

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

Attachments

\_\_\_\_\_  
Stephen Schwabauer, City Attorney

---

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

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING BENEFIT MODIFICATIONS FOR  
CONFIDENTIAL EMPLOYEES

=====

WHEREAS, it is recommended that Council approve the following benefit modifications for Confidential employees (Human Resources Manager, Financial Services Manager, Deputy City Attorney, Management Analyst – Confidential, Assistant City Clerk, Administrative Clerk – Confidential, Human Resources Technician, Supervising Budget Analyst, Legal Secretary, and Secretary to the City Manager):

- Employees will continue to pay 1 percent of the employee's share of retirement through June 30, 2012. Employees will begin paying 3.3 percent from July 1, 2012 through June 30, 2013. Employees will also have 18 unpaid furlough days from January 1, 2012 to June 30, 2013. Beginning July 1, 2013 employees will pay the full 7 percent share of their retirement costs and there will be no further unpaid furlough days.
- The City will not increase the City's contribution to employee's medical costs after January 1, 2012 (lowest cost PERS HMO – excluding PORAC).
- The 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 fourteen (14) days after Council approval.
- The City will restore the 3 percent City match to Deferred Compensation effective June 25, 2012.

Date: February 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held February 15, 2012, by the following vote:

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

RANDI JOHL  
City Clerk



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Set Public Hearing for March 21, 2012, to Consider Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Set public hearing for March 21, 2012, to consider resolution approving contractual Consumer Price Index based annual adjustment to rates for solid waste collection.

**BACKGROUND INFORMATION:** The franchise agreement with Central Valley Waste Services states in Section 7b that rates for solid waste collection are to be adjusted annually on April 1 of each anniversary of the agreement.

Section 7c of the franchise agreement states that rates shall be adjusted in a percentage amount equal to 80 percent of the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California Area, All Items (1982-84=100). The percent increase in rates based on the CPI change is 2.082 percent. Section 7f of the franchise agreement also states that the contractor may request additional increases due to extraordinary increases in landfill costs. Central Valley Waste Services is asking for an additional increase in rates for increased disposal costs that have risen by 0.304 percent. The total rate increase requested by Central Valley Waste Services is 2.386 percent. Central Valley Waste Services is also requesting to add service rates for 2, 3, and 4 cubic yard commercial front load compactors.

The proposed rates are attached. For most residential customers, the rate increase will be 55 cents per month. The effective date of the proposed rates is April 1, 2012.

**FISCAL IMPACT:** Franchise and billing fees paid to the City will increase by approximately \$29,000.

**FUNDING AVAILABLE:** Not applicable.

---

F. Wally Sandelin  
Public Works Director

FWS/pmf  
Attachments  
cc: Central Valley Waste Services  
Steve Mann, Information Systems Division Manager

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

**CITY OF LODI**  
**MULTI-CART CURBSIDE REFUSE RATES**  
**EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013**

	<u>Current Rate</u> Per Month	<u>New Rate</u> Per Month
<b><u>1. 35 GALLON REFUSE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 23.15	\$ 23.70
2 Refuse Carts	\$ 57.82	\$ 59.20
3 Refuse Carts	\$ 92.53	\$ 94.74
4 Refuse Carts	\$ 127.26	\$ 130.30
<b><u>2. 64 GALLON REFUSE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 34.82	\$ 35.65
2 Refuse Carts	\$ 86.99	\$ 89.07
3 Refuse Carts	\$ 139.16	\$ 142.48
<b><u>3. 96 GALLON WASTE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 75.90	\$ 77.71
2 Refuse Carts	\$ 151.81	\$ 155.43
3 Refuse Carts	\$ 227.71	\$ 233.14
<b><u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u></b>		
Monthly rate is reduced one (1) dollar from above base rates	\$ (1.00)	\$ (1.00)
<b><u>5. LOW VOLUME USER 1X PER WEEK****</u></b>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 15.75	\$ 16.13
<b><u>6. ADDITIONAL 64 GALLON RECYCLING CARTS</u></b>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 12.47	\$ 12.77
<b><u>7. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u></b>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$ 12.47	\$ 12.77
<b><u>8. BACK YARD SERVICE****</u></b>		
Monthly service charge	\$ 12.81	\$ 13.12
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

\*\*\*\*Applies to Single Family Dwellings Only

**CITY OF LODI  
CONTAINER RATES  
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013**

**WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 123.86	\$ 230.42	\$ 527.99	\$ 952.87	\$ 1,505.08	\$ 2,184.60
2	\$ 196.78	\$ 359.04	\$ 750.42	\$ 1,294.63	\$ 1,991.62	\$ 2,841.38
3	\$ 269.70	\$ 487.61	\$ 972.85	\$ 1,636.39	\$ 2,478.12	\$ 3,498.13
4	\$ 342.62	\$ 616.16	\$ 1,195.29	\$ 1,978.09	\$ 2,964.65	\$ 4,154.94
5	\$ 415.55	\$ 744.73	\$ 1,417.71	\$ 2,319.88	\$ 3,451.20	\$ 4,811.67
6	\$ 488.47	\$ 873.31	\$ 1,640.12	\$ 2,661.64	\$ 3,937.70	\$ 5,468.45
7	\$ 561.41	\$ 1,001.92	\$ 1,862.58	\$ 3,003.37	\$ 4,424.24	\$ 6,125.24
8	\$ 634.30	\$ 1,130.47	\$ 2,085.03	\$ 3,345.07	\$ 4,910.75	\$ 6,782.02
9	\$ 707.23	\$ 1,259.08	\$ 2,307.44	\$ 3,686.86	\$ 5,397.32	\$ 7,438.80
10	\$ 780.18	\$ 1,387.66	\$ 2,529.86	\$ 4,028.61	\$ 5,883.82	\$ 8,095.53

**WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 180.49	\$ 340.16	\$ 703.89	\$ 1,203.63	\$ 1,839.40	\$ 2,611.19
2	\$ 306.48	\$ 571.52	\$ 1,081.32	\$ 1,754.41	\$ 2,590.68	\$ 3,590.22
3	\$ 432.52	\$ 802.85	\$ 1,458.84	\$ 2,305.19	\$ 3,341.97	\$ 4,569.22
4	\$ 558.52	\$ 1,034.23	\$ 1,836.27	\$ 2,855.96	\$ 4,093.29	\$ 5,548.24
5	\$ 684.59	\$ 1,265.50	\$ 2,213.73	\$ 3,406.75	\$ 4,844.56	\$ 6,527.25
6	\$ 810.61	\$ 1,496.88	\$ 2,591.12	\$ 3,957.52	\$ 5,595.88	\$ 7,506.28
7	\$ 936.67	\$ 1,728.22	\$ 2,968.65	\$ 4,508.29	\$ 6,347.16	\$ 8,485.26
8	\$ 1,062.67	\$ 1,959.59	\$ 3,346.11	\$ 5,059.05	\$ 7,098.46	\$ 9,464.29
9	\$ 1,188.73	\$ 2,190.93	\$ 3,723.56	\$ 5,609.82	\$ 7,848.89	\$ 10,443.30
10	\$ 1,314.76	\$ 2,422.25	\$ 4,101.01	\$ 6,160.58	\$ 8,602.32	\$ 11,422.31

**WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 229.75	\$ 435.33	\$ 844.90	\$ 1,390.49	\$ 2,072.10	\$ 2,889.75
2	\$ 405.09	\$ 761.81	\$ 1,363.36	\$ 2,128.11	\$ 3,056.11	\$ 4,147.33
3	\$ 580.43	\$ 1,088.33	\$ 1,881.84	\$ 2,865.77	\$ 4,040.11	\$ 5,404.91
4	\$ 755.73	\$ 1,414.81	\$ 2,400.28	\$ 3,603.39	\$ 5,024.13	\$ 6,662.49
5	\$ 931.07	\$ 1,741.32	\$ 2,918.76	\$ 4,341.06	\$ 6,008.19	\$ 7,920.09
6	\$ 1,106.45	\$ 2,067.78	\$ 3,437.22	\$ 5,078.67	\$ 6,992.15	\$ 9,177.66
7	\$ 1,281.75	\$ 2,393.89	\$ 3,955.69	\$ 5,816.29	\$ 7,976.13	\$ 10,435.26
8	\$ 1,457.08	\$ 2,720.77	\$ 4,474.14	\$ 6,553.94	\$ 8,960.18	\$ 11,692.84
9	\$ 1,632.41	\$ 3,047.31	\$ 4,992.62	\$ 7,291.56	\$ 9,944.17	\$ 12,950.42
10	\$ 1,807.75	\$ 3,373.79	\$ 5,511.08	\$ 8,029.21	\$ 10,928.16	\$ 14,207.98

**CITY OF LODI  
CONTAINER RATES  
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013**

**WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 279.09	\$ 530.48	\$ 985.93	\$ 1,577.39	\$ 2,304.85	\$ 3,168.34
2	\$ 503.70	\$ 952.13	\$ 1,645.39	\$ 2,501.86	\$ 3,521.58	\$ 4,704.51
3	\$ 728.33	\$ 1,373.83	\$ 2,304.88	\$ 3,426.41	\$ 4,738.30	\$ 6,240.67
4	\$ 952.99	\$ 1,795.48	\$ 2,964.36	\$ 4,350.93	\$ 5,955.07	\$ 7,776.79
5	\$ 1,177.61	\$ 2,217.12	\$ 3,623.84	\$ 5,275.40	\$ 7,171.81	\$ 9,313.00
6	\$ 1,402.28	\$ 2,638.81	\$ 4,283.35	\$ 6,199.92	\$ 8,388.51	\$ 10,849.14
7	\$ 1,626.94	\$ 3,060.49	\$ 4,942.84	\$ 7,124.43	\$ 9,605.22	\$ 12,385.29
8	\$ 1,851.61	\$ 3,482.14	\$ 5,602.30	\$ 8,048.92	\$ 10,821.97	\$ 13,921.47
9	\$ 2,076.22	\$ 3,903.80	\$ 6,261.79	\$ 8,973.44	\$ 12,038.74	\$ 15,457.65
10	\$ 2,300.92	\$ 4,325.46	\$ 6,921.24	\$ 9,897.93	\$ 13,255.46	\$ 16,993.80

**WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 328.37	\$ 625.66	\$ 1,126.95	\$ 1,764.23	\$ 2,537.58	\$ 3,446.89
2	\$ 602.34	\$ 1,142.45	\$ 1,927.46	\$ 2,875.65	\$ 3,987.03	\$ 5,261.61
3	\$ 876.26	\$ 1,659.30	\$ 2,727.96	\$ 3,987.00	\$ 5,436.50	\$ 7,076.41
4	\$ 1,150.23	\$ 2,176.13	\$ 3,528.47	\$ 5,098.38	\$ 6,885.95	\$ 8,891.17
5	\$ 1,424.23	\$ 2,692.98	\$ 4,328.93	\$ 6,209.77	\$ 8,335.40	\$ 10,705.91
6	\$ 1,698.15	\$ 3,209.78	\$ 5,129.47	\$ 7,321.13	\$ 9,784.88	\$ 12,520.62
7	\$ 1,972.15	\$ 3,726.60	\$ 5,929.96	\$ 8,432.55	\$ 11,234.35	\$ 14,335.35
8	\$ 2,246.08	\$ 4,243.43	\$ 6,730.47	\$ 9,543.92	\$ 12,683.78	\$ 16,150.12
9	\$ 2,520.08	\$ 4,760.28	\$ 7,530.95	\$ 10,655.30	\$ 14,133.27	\$ 17,964.85
10	\$ 2,794.03	\$ 5,277.12	\$ 8,331.47	\$ 11,766.67	\$ 15,582.69	\$ 19,779.60

**WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 377.65	\$ 720.80	\$ 1,267.97	\$ 1,951.12	\$ 2,770.29	\$ 3,725.51
2	\$ 700.92	\$ 1,332.78	\$ 2,209.46	\$ 3,249.35	\$ 4,452.48	\$ 5,818.79
3	\$ 1,024.19	\$ 1,944.75	\$ 3,151.01	\$ 4,547.59	\$ 6,134.62	\$ 7,912.13
4	\$ 1,347.45	\$ 2,556.73	\$ 4,092.46	\$ 5,845.83	\$ 7,816.82	\$ 10,005.41
5	\$ 1,670.72	\$ 3,168.69	\$ 5,033.99	\$ 7,144.06	\$ 9,498.97	\$ 12,098.73
6	\$ 1,993.97	\$ 3,780.74	\$ 5,975.51	\$ 8,442.32	\$ 11,181.16	\$ 14,192.05
7	\$ 2,317.22	\$ 4,392.72	\$ 6,917.00	\$ 9,740.55	\$ 12,863.34	\$ 16,285.35
8	\$ 2,640.46	\$ 5,004.70	\$ 7,858.52	\$ 11,038.81	\$ 14,545.49	\$ 18,378.65
9	\$ 2,963.74	\$ 5,616.65	\$ 8,800.06	\$ 12,337.05	\$ 16,227.69	\$ 20,471.96
10	\$ 3,287.04	\$ 6,228.63	\$ 9,741.53	\$ 13,635.28	\$ 17,909.85	\$ 22,565.31

**CITY OF LODI**  
**10 TO 50 CUBIC YARD CONTAINERS**  
**RATE STRUCTURE**

**EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013**

	<b>CURRENT RATES</b>	<b>NEW RATES</b>
<b><u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u></b>		
1. Drop-off and Pick-up Charge Per Box	\$ 160.48	\$ 164.31
2. Weighed Tons Disposed/Box X Processing Charge	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<input style="width: 100px; height: 20px;" type="text"/>	

<b><u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u></b>		
1. Drop/off/Pick-up Charge Per Box	\$ 203.66	\$ 208.52
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<input style="width: 100px; height: 20px;" type="text"/>	

**CITY OF LODI**  
**10 TO 50 CUBIC YARD ROLL OFF\* CONTAINERS**  
**COMPACTOR RATE STRUCTURE**  
**EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013**

	<b>CURRENT RATES</b>	<b>NEW RATES</b>
<b>TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES</b>		
1. Drop/off/Pick-up Charge Per Box	\$ 279.41	\$ 286.08
2. Tons Disposed/Box X Processing Charge	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
 TOTAL BILL (1+2+3)	  	

\* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

\* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.

**Proposed Compactor Service Rates - Effective April 1, 2012-March 31, 2013**

<b>Service</b>	<b>1X Week</b>	<b>2X Week</b>	<b>3X Week</b>	<b>4X Week</b>	<b>5X Week</b>
2 Yard Compactor	\$ 280.47	\$ 560.94	\$ 841.41	\$ 1,121.88	\$ 1,402.35
3 Yard Compactor	\$ 346.40	\$ 692.80	\$ 1,039.20	\$ 1,385.60	\$ 1,732.00
4 Yard Compactor	\$ 412.87	\$ 825.74	\$ 1,238.61	\$ 1,651.48	\$ 2,064.35

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

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

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

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

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



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointments to the Lodi Senior Citizens Commission, Personnel Board of Review, and the Site Plan and Architectural Review Committee

**MEETING DATE:** February 15, 2012

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointments to the Lodi Senior Citizens Commission, Personnel Board of Review, and the Site Plan and Architectural Review Committee.

**BACKGROUND INFORMATION:** Previously, the City Council directed the City Clerk to post for vacancies and expiring terms on various boards and commissions. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

**Lodi Senior Citizens Commission**

Terri Whitmire Term to expire December 31, 2015  
Tracy Williams Term to expire December 31, 2015

NOTE: Three applicants (two seeking reappointment and one new application); posting ordered 10/19/11; application deadline 11/21/11

**Personnel Board of Review**

John Stroh Term to expire January 1, 2015

NOTE: Three applicants (two new applications and one on file); posting ordered 5/18/11; 9/7/11; 11/2/11; application deadline 12/5/11

**Site Plan and Architectural Review Committee**

Tim Litton Term to expire January 1, 2016  
Roger Stafford Term to expire January 1, 2016

NOTE: Three applicants (one seeking reappointment and two new applications); posting ordered 7/20/11, 10/5/11, 10/19/11; application deadline 11/21/11

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

RJ/JMR

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

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Monthly Protocol Account Report  
**MEETING DATE:** February 15, 2012  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through January 31, 2012.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

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Randi Johl  
City Clerk

RJ/JMR

Attachment

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





# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolutions Approving Fiscal Year 2011/12 Mid-year Budget Adjustments  
**MEETING DATE:** February 15, 2012  
**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Adopt resolutions approving Fiscal Year 2011/12 mid-year budget adjustments to:

1. Recognize additional revenues and/or appropriate funds for the following:
  - a. Parks, Recreation and Cultural Services
  - b. Public Safety Special Revenue Fund
  - c. Library Fund
  - d. Vehicle Replacement Fund
  
2. Appropriate General Fund Unreserved fund balance as follows:
  - a. Fund buy-out of Compensating Time Off balances for public safety
  - b. Write-off receivables associated with Redevelopment Agency activities
  - c. Fund the remaining liability for the Dean Family Trust property purchase
  - d. Fund a reserve for Fire Station 2 replacement

**BACKGROUND INFORMATION:** Staff has presented information to the City Council in Shirtsleeve meetings on January 24 and February 7, 2012. The meeting of January 24 presented staff estimates of revenues. The meeting of February 7 presented staff estimates of expenses/expenditures.

**General Fund:**

Revenue estimates for the General Fund are slightly lower than projected at initial budget adoption. No budgetary adjustments are proposed for revenue at this time. Overall, revenue estimates are expected to be \$73,000 lower than initially budgeted. Total General Fund estimated revenue is \$41,182,451.

The primary General Fund revenue sources are property taxes, sales taxes, PILOT, transfers from other funds and vehicle license fees. Combined, these five revenue sources are expected to account for approximately \$33.5 million or almost 81 percent of General Fund revenue. The estimate is about \$126,000 lower than the amount originally budgeted for these accounts. On the bright side, card room fees and a one-time correction of prior year agriculture lease revenue offsets the lowered revenue estimates above. Other accounts show variances that account for the revenue shortfall of \$73,000 noted above.

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

At a department level, all departments are projected to show a savings against budget, except Economic Development. The overage in Economic Development is related to a catch-up payment related to Visit Lodi! associated with Transient Occupancy Tax collections for the prior fiscal year and unbudgeted costs associated with the Fireworks Task Force. The costs associated with the Fireworks Task Force are fully funded. The table below shows the departmental variances within the General Fund.

Department	2011/12 Budget	2011/12 Estimate	Over/ (Under) Budget
City Attorney	\$445,940	\$418,343	(\$27,597)
City Clerk	\$511,970	\$485,005	(\$26,965)
City Manager	\$411,050	\$409,395	(\$1,655)
Economic Development	\$568,350	\$588,044	\$19,694
Fire	\$9,320,840	\$9,317,474	(\$3,366)
Internal Services	\$3,369,640	\$3,265,690	(\$103,950)
Non Departmental	\$9,067,890	\$8,992,828	(\$75,062)
Police	\$16,000,270	\$15,926,523	(\$73,747)
Public Works	\$1,559,390	\$1,526,858	(\$32,532)
<b>Total</b>	<b>\$41,255,340</b>	<b>\$40,930,160</b>	<b>(\$325,180)</b>

Total savings against budget is \$325,180 and is attributed to a variety of items. Salary and benefits savings amount to approximately \$693,000 and are attributable to vacant positions and changes in medical costs. Utilities are showing a savings of approximately \$68,000. Services and supply accounts are estimated to be \$193,000 higher than budget, mostly from increased vehicle repair/maintenance costs and usage of agency temporary services. Variances in other accounts are in excess of budget by about \$240,000. The other accounts include transferring \$220,000 of savings originating within the Police Department to the Vehicle Replacement Fund to replace up to six units that have reached their useful lives.

### **Parks, Recreation and Cultural Services**

This is the first year for the consolidated Parks, Recreation and Cultural Services (PRCS) fund. Projected revenues are as estimated in the initial budget. Expenditures are estimated to exceed the current appropriations by about \$140,000, but remain within the current year revenue stream. In the consolidation process, the appropriation for the recreation instructors was not included in the original budget (\$85,000). Additionally, the initial appropriation for part-time staff throughout the department was underestimated. Additional appropriations of about \$109,000 are necessary to fund the part-time staff requirements. Offsetting these increases are savings associated with medical costs, service and supply accounts and equipment accounts. Net appropriation increase for this fund is \$139,662.

### **Public Safety Special Revenue Fund**

In the Governor's 2011/12 budget, cities were initially told that COPS grant funds would not be available. Accordingly, the City did not budget for this revenue source. Very late in the budget cycle, COPS grant funds were restored by shifting a General Fund revenue source to the restricted COPS Grant revenue source. Additionally, the Police Department has been successful in securing other grant revenue sources that were not included in the original budget. Council is requested to recognize the additional revenue sources totaling \$162,555 and to appropriate \$152,316 toward current year expenditures.

### **Library Fund**

Although the State eliminated many grant-revenue sources to libraries in their 2011/12 budget, the Library staff has been very successful in seeking and receiving grants and donations to fund its operations. Council is requested to recognize the additional revenue sources totaling \$29,900 and appropriate \$11,050 toward current year expenses.

## **Vehicle Replacement Fund**

As noted earlier under the General Fund discussion, staff is recommending transferring \$220,000 of savings originating in the Police Department to the Vehicle Replacement Fund to provide for the replacement of up to six units that have reached the end of their useful lives. Council is requested to recognize the transfer of these funds and appropriate same for expenditure this fiscal year.

## **2010/11 Unreserved Fund Balance**

At the end of 2010/11, the General Fund found itself with an unexpected increase of approximately \$1.9 million. This increase was the result of revenues coming in higher than expected by about \$560,000 combined with expenditure savings of about \$1.3 million. The combined effect was a one-time increase to fund balance of about \$1.9 million. Staff is recommending that these one-time savings be used to fund one-time expenses as noted below.

- ***Fund the buy-out of Compensating Time Off (CTO) balances for Public Safety***

As part of the concession agreements with the Fire, Fire Mid-Management, Police, Police Mid-Management and Dispatch bargaining units, these units agreed to minimize the amount of paid overtime in exchange for allowing their CTO banks to increase up to a maximum of 480 hours. All parties recognize that this practice has created operational issues as well as financial issues. As of the pay period ending January 22, 2012, the aggregate liability of CTO balances for these five bargaining units is \$559,030. Staff is recommending that Council approve buying out this liability before June 30, 2012 and appropriate \$600,000 towards this end.

- ***Write off Redevelopment Agency Advances and Expenses***

The City has had two failed attempts at creating a project area for redevelopment. In the last State budget, redevelopment agencies were dissolved. The City General Fund is carrying a receivable in the amount of \$316,480 that had been expected to be funded by tax increment funds had a project area been established. Additionally, \$326,592 has been spent out of City pooled funds that need to be written off. In total, \$643,072 must be written off related to the Redevelopment Agency. Staff is recommending that Council approve writing off these receivables and appropriate \$643,072 for this purpose.

- ***Fund the remaining liability for the Dean Family Trust property purchase***

The City purchased property from the Dean Family Trust when the new Public Safety building was built. The City set aside funds to cover the initial term of the agreement. The original agreement has been extended twice, but additional funding has not been added to cover the additional time. There is currently \$185,000 remaining of the original funds. The liability under the current extension is \$322,115. Staff is recommending that \$138,000 be transferred from the General Fund to the Capital Outlay fund to fully fund this liability.

- ***Fire Station 2 Reserve***

Council has been made aware of the current living conditions at Fire Station 2 and has appropriated \$300,000 in the 2011/12 budget toward resolution. Staff believes that final resolution will cost substantially more than the current appropriation. Staff is recommending that an additional amount of \$500,000 be transferred to the Capital Outlay fund and designated for the replacement of Fire Station 2.

The above four items total \$1,881,072 and staff is recommending that General Fund reserves be appropriated as noted above.

**FISCAL IMPACT:** **General Fund:** Reduce Salary and Benefit appropriations in Police and increase Transfer Out to the Vehicle Replacement Fund by \$220,000; no net impact on appropriations. Reduce General Fund reserves and increase appropriations by \$1,881,072.

**Parks, Recreation and Cultural Services:** Increase appropriations by \$139,662.

**Public Safety Special Revenue Fund:** Increase estimated revenue by \$162,555 and appropriations by \$152,316.

**Library Fund:** Increase estimated revenue by \$29,900 and appropriations by \$11,050.

**Vehicle Replacement Fund:** Increase Transfer In and appropriations by \$220,000.

**FUNDING AVAILABLE:** General Fund reserves were derived from one-time savings and revenues in 2010/11. Other funds revenue sources consist of current year revenues or grant sources that have been secured in the current year.

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Jordan Ayers  
Deputy City Manager

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING THE CITY OF LODI FINANCIAL PLAN  
AND BUDGET FOR THE FISCAL YEAR BEGINNING  
JULY 1, 2011 AND ENDING JUNE 30, 2012

=====

WHEREAS, the City Council adopted a balanced Financial Plan and Budget for Fiscal Year 2011-12 on June 1, 2011, and

WHEREAS, the adopted 2011-12 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions and policies, and

WHEREAS, revisions to the adopted 2011-12 Financial Plan and Budget are necessary to address additional revenues, operating changes and expenditure estimates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby revise the adopted 2011-12 Financial Plan and Budget as follows:

1. Approve the additional appropriation of funds in the amount of \$139,662 within the Parks, Recreation and Cultural Services Fund to increase appropriations for part-time staff salary and recreation instructors as noted on the attached Appropriation Adjustment form.
2. Approve increases to revenues in the amount of \$162,555 and appropriations in the amount of \$152,316 within the Police Special Revenue Fund to recognize grant revenue and associated expenditures for grants not included in the original budget approval, as noted on the attached Appropriation Adjustment form.
3. Approve increases to revenues in the amount of \$29,900 and appropriations in the amount of \$11,050 within the Library Fund to recognize grant and donations revenue and associated expenditures for grants and donations not included in the original budget approval, as noted on the attached Appropriation Adjustment form.
4. Approve increases to revenues and appropriations in the amount of \$220,000 within the Vehicle Replacement Fund to fund the replacement of up to six units for the Police Department.

Dated: February 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 15, 2012, by the following votes:

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

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: **Jordan Ayers** 5. DATE: **2/15/12**  
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW						
		FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	a.	347		3205	Unreserved Fund Balance	\$ 139,662.00
	b.	235		5605	Police State Safety Grant	\$ 100,000.00
		234		5566	Local Law Enf Block Grants	\$ 62,555.00
	c.	210		5651	Grants	\$ 29,900.00
	d.	120		6341	Revenue by Transfer	\$ 220,000.00
B. USE OF FINANCING	a.	347	347219	7323	Professional Services	\$ 85,000.00
		347	347313	7103	Part Time Salary	\$ 54,662.00
	b.	230	2301201	7306	Safety Equipment	\$ 73,000.00
		234	2341205	7718	Grant Equipment	\$ 55,000.00
		235	2351001	7718	Grant Equipment	\$ 34,555.00
	c.	210	210801	7308	Books and periodicals	\$ 11,050.00
	d.	120	1201031	7851	Vehicles and Equipment	\$ 220,000.00

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

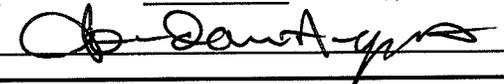
Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Mid Year 2011/12 Budget Adjustments

- a. Increase appropriations for Recreation instructors and part-time staff in the PRCS department
- b. Increase estimated revenues for restored COPS grant and other grants received since budget adoption and appropriate estimated 2011/12 expenses
- c. Increase estimated revenues for grants received since budget adoption and appropriate a portion of same toward book purchases
- d. Recognize additional transfer from Police Department and appropriate funds for replacement of six vehicles

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

Meeting Date: 2/15/12 Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: 

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

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

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: **Jordan Ayers** 5. DATE: **2/15/12**  
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW						
		FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING		100		3205	Unreserved Fund Balance	\$ 1,881,072.00
	b.	130		4210	Operating Transfers In	\$ 643,072.00
	c.	1211		4210	Operating Transfers In	\$ 138,000.00
	d.	1211		4210	Operating Transfers In	\$ 500,000.00
B. USE OF FINANCING	a.	100	101032	7102	Overtime	\$ 392,000.00
		100	102012	7102	Overtime	\$ 208,000.00
	b.	100		4220	Operating Transfers Out	\$ 643,072.00
		130	130101	7323	Professional Services	\$ 643,072.00
	c.	100		4220	Operating Transfers Out	\$ 138,000.00
	d.	100		4220	Operating Transfers Out	\$ 500,000.00

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

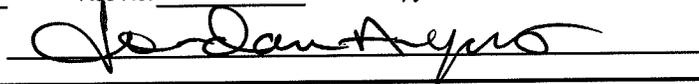
Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Appropriating Unreserved Fund Balance to:

- a. Buy out Compensating Time Off balances for Police, Police Mid-Management, Fire, Fire Mid-Management and Dispatch units
- b. Transfer funds from the General Fund to the Redevelopment Agency Fund and write off accumulated expenses
- c. Transfer funds to the Capital Outlay Fund to fund the remaining liability for the Dean Family Trust property purchase
- d. Transfer additional funding to the Capital Outlay Fund designated for Fire Station 2

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

Meeting Date: 2/15/12 Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: 

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING THE CITY OF LODI 2011-12 FINANCIAL  
PLAN AND BUDGET BY APPROVING \$1,881,072  
APPROPRIATION DRAWING DOWN GENERAL FUND  
FUND BALANCE

=====

WHEREAS, the City Council adopted a balanced Financial Plan and Budget for Fiscal Year 2011-12 on June 1, 2011, and

WHEREAS, the adopted 2011-12 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions and policies, and

WHEREAS, the audited financial statements for the City for the year ended June 30, 2011 reflected an increase in the General Fund fund balance of \$1,894,642, and

WHEREAS, the source of the increased fund balance is primarily from one-time revenue increases and one-time expenditure reductions, and

WHEREAS, staff has identified one-time uses for the increased fund balance as noted below:

1. Fund the buy-out of Compensating Time Off balance for Public Safety (up to \$600,000)
2. Fund the write-off of Redevelopment Agency advances and expenses (up to \$643,072)
3. Fund the remaining liability for the Dean Family Trust purchase (up to \$138,000)
4. Add funding to the Fire Station 2 Reserve (up to \$500,000).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby amend the adopted 2011-12 Financial Plan and Budget by approving the attached Appropriation Adjustment which draws down General Fund fund balance in the amount of \$1,881,072 and appropriates such funds for the four purposes noted above.

Dated: February 15, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ as passed and adopted by the City Council of the City of Lodi in a regular meeting held February 15, 2012, by the following votes:

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

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Consider Recommendations and Responses to Lodi Animal Advisory Commission's 2010 Annual and 2011 Mid-Year Reports and Provide Direction Regarding Role of Commission

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Chief of Police

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**RECOMMENDED ACTION:** Consider recommendations and responses to Lodi Animal Advisory Commission's 2010 annual and 2011 mid-year reports and provide direction regarding role of Commission.

**BACKGROUND INFORMATION:** The Lodi Animal Advisory Commission prepared a 2010 annual and 2011 mid-year report, both of which were presented to the City Council at the August 9, 2011 Shirtsleeve Session. Due to a lack of response from the City Council, the Commission subsequently asked the City Council for direction and clarification of its role during the December 20, 2011 Shirtsleeve Session. The City Council asked staff to set the matter on a future regular meeting agenda so that they may take action. Tonight's regular meeting is an opportunity for the City Council to review in detail the recommendations of the Commission, the response to those recommendations from staff and provide direction as to the role of the Commission

The following are Commission recommendations regarding the Lodi Animal Shelter and staff's response to those recommendations:

**Recommendation No. 1:** Consider contracting with eCivis Grants Network (grants management software) that provides grant information, reporting, and management; and make this software available to City nonprofit partners.

**Response No. 1:** Subscription costs to access eCivis Grants Network would be approximately \$500 annually, and additional fees would apply if we accessed the service's grant writing or reporting options. Instead, and at no cost, the City subscribes to grants.gov for alerts on government grants, and PALS volunteers are continuously searching for private and non-profit grants focused on animal services.

**Recommendation No. 2:** Ensure pet license (and spay/neuter) reminder notices are included as inserts in January utility bills each year.

**Response No. 2:** *This recommendation is already being done as reminders are mailed annually with the utility bill.*

**Recommendation No. 3:** Institute "Pet of the Week" under "What's New" on the City web site and link to Animal Services web page with a photo/description of one adoptable cat or dog, updated weekly.

**Response No. 3:** *This recommendation is already being done on a weekly basis by LSP/PALS. LSP/PALS continuously updates and maintains Shelter information through the Lodi News Sentinel and on [www.petfinder.com](http://www.petfinder.com).*

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

**Recommendation No. 4:** Automate the pet license renewal process and make it available online. Notices should be sent to all residences at least once per year, as pet ownership changes frequently.

**Response No. 4:** *1) Licensing information is currently on our web site, but due to information that requires verification (proof of vaccinations; spay/neuter information), complete automation is difficult. 2) LSP/PALS is currently maintaining all licenses and sending yearly reminders to current and past pet licenses. 3) Pet licensing has increased substantially with LSP/PALS taking over this responsibility, from 626 in 2008/09 to 1,933 in 2010/11.*

**Recommendation No. 5:** Add exterior signage at the Shelter displaying euthanasia statistics in an effort to educate the public regarding the realities of pet overpopulation.

**Response No. 5:** *This recommendation may place a negative shadow over the shelter's successes, rather than promoting successful adoptions. The Shelter has the lowest euthanasia rate and highest adoption rate among County shelters.*

**Recommendation No. 6:** In public education materials, emphasize the importance of not bringing nursing puppies and kittens to the Shelter, as they cannot be cared for. If no alternative exists, it is preferable to have the mother taken to the shelter with her puppies/kittens.

**Response No. 6:** *This recommendation is already being adhered to as information is currently being given to the public, through newspaper articles, fliers and in person. LSP/PALS, Animal Service Officers and office staff continue to inform people that come to the shelter of this information.*

**Recommendation No. 7:** Supply all local veterinarian offices with informational cards to provide to all customers who have their pets vaccinated reminding them of licensing requirements.

**Response No. 7:** *This recommendation is already being adhered to as an information packet for new pet owners is being created by LSP/PALS and staff for distribution by veterinarians.*

**Recommendation No. 8:** The Animal Services website is no longer being updated. A current, functional, municipal website is critical considering that nearly 80 percent of people today are accessing information online. When citizenry can rely on current website information, they will seek answers to inquiries online rather than making phone calls, which further burdens the ever decreasing number of staff.

**Response No. 8:** *The Animal Services website is updated on a monthly basis with current statistics. In addition, the website is also updated on a regular basis as changes are identified.*

**Recommendation No. 9:** A Trap-Neuter-Return (TNR) program should be developed and ultimately adopted as an official policy in the City for managing the feral cat population.

**Response No. 9:** *This recommendation is cost prohibitive, labor intensive and a City-organized TNR program is not feasible. Such a program is better suited for a nonprofit to manage and fund. In addition, there is disagreement between animal welfare groups and many environmental, wildlife and veterinary organizations as to TNR programs' benefit and potential harm.*

**Recommendation No. 10:** There should be standardized responses provided by all Shelter representatives regarding the differences in policies, procedures, and fees applied to animals at the PALS facility versus those housed at the Animal Shelter itself. Additionally, all people relinquishing animals should be advised candidly about the realities of euthanasia at the Lodi Animal Shelter.

**Response No. 10:** *This recommendation is already being adhered to through a group effort with LSP/PALS, Animal Shelter staff, the Police Department, the Office assistant (paid by LSP), the Office Manager (also paid by LSP), volunteers and the Animal Control Officers which resulted in uniform training and instruction when answering questions and inquires from the public.*

**Recommendation No. 11:** The stipulation in Resolution 2007-161 (which created the Commission) that “*The Commission shall prepare and submit an annual report to the City Council no later than sixty (60) days after the end of each calendar year*” should be adhered to so that it occurs prior to Council’s adoption of the City’s fiscal-year budget. This Annual Report was scheduled for a City Council Shirtsleeve agenda four months after its original approval by the Commission, which necessitated a mid-year amendment in order to reflect current conditions.

**Response No. 11:** *This recommendation is well-noted although it is also understood that the City Council Shirtsleeve Session and Regular Meeting agendas are put together based on item urgency and level of importance to the City as a whole. As an example, the current Shirtsleeve calendar is full until mid-June.*

**Recommendation No. 12:** Place additional effort in soliciting for vacancies on the LAAC by including one line item in every advertisement the City Clerk publishes in the Lodi News Sentinel until all positions are fully filled (e.g. “*One (1) vacancy exists on the Lodi Animal Advisory Commission; contact the City Clerk for more information.*”) NOTE: The LAAC functioned with only four members during all of 2010 through April 2011.

**Response No. 12:** *This recommendation is cost-prohibitive as an additional line on each advertisement that the City Clerk publishes will cost additional money. In addition, it would be unfair to place an additional line for the Animal Advisory Commission and not the other eleven boards, committees and commissions. The City Clerk’s office currently solicits for vacancies for all boards, committees and commissions through the newspaper and the website.*

The Lodi Animal Advisory Commission was established in February 2008 upon the dissolution of the Animal Advisory Task Force. The Commission was, in part, established to serve the Council in an advisory capacity regarding matters concerning animal population control and exploring options for funding animal-related programs. Additionally, the Commission was asked to explore long and short-term needs of the Animal Shelter and to provide recommendations to Council to address those needs. Since its inception, there have been numerous vacancies on the Commission and several meetings have been cancelled due a lack of a quorum.

After the Commission’s creation in 2008, the City entered into a Professional Service Agreement (PSA) with PALS (People Assisting Lodi Shelter) and LSP (Lodi Shelter PALS). Through this agreement and the professional relationship the City has developed with LSP/PALS, there is continuous oversight and review of the policies and procedures, as well as immediate and future needs, for animal services and the Shelter in the City of Lodi. According to the 2011 San Joaquin County Animal Services Study, conducted by Animal Protection League, Lodi’s shelter has the lowest euthanasia rate for dogs (17 percent) and cats (55 percent) in the County, and has the highest adoption rates for dogs (65.1 percent) and cats (34.4 percent). Lodi serves as the model for others in the county.

**FISCAL IMPACT:** None related to receiving the staff report; specific recommendations have a variety of fiscal impacts.

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Mark Helms  
Chief of Police

Attachments: Exhibit A: LAAC Annual Report for 2010  
Exhibit B: LAAC Annual Report Mid-Year Amendment (2011)  
Exhibit C: Resolution No. 2007-161  
Exhibit D: PSA with LSP  
Exhibit E: County Animal Services Study (pages 153-161)

Cc: City Attorney

## **LODI ANIMAL ADVISORY COMMISSION ANNUAL REPORT FOR 2010**

### BACKGROUND

*Resolution 2007-161 established guidelines for the Lodi Animal Advisory Commission, including the following powers and duties:*

- 1. Act in advisory capacity to the City Council in all matters pertaining to animals and to cooperate and coordinate with other governmental agencies and civic groups in the advancement of sound animal planning and programming;*
- 2. Explore both the short-term and long-term needs of the Lodi Animal Shelter and investigate and make recommendations on possible funding sources to meet identified needs;*
- 3. Make periodic inventories of animal services that exist and/or may be needed and present the same to the City Council;*
- 4. Aid in coordinating and promoting pet population control measures through education and development of spay/neuter programs and explore funding opportunities for programs and education regarding the same; and*
- 5. Serve as an information and referral source on animals in the community.*

**It is recommended that the City Council revisit Resolution 2007-161 considering and integrating changes that have occurred since contracting with Lodi Shelter PALS. Duties described under items 4 and 5 are now provided all or in part by Lodi Shelter PALS or Animal Shelter staff. Additionally, it is suggested that the word “inventories” in item 3 be amended to “observations of conditions”.**

### REPORT ON PREVIOUS GOALS (as outlined in 2009 Annual Report)

*A. The \$24,000 Council allocated for Shelter improvements still has not been fully expended, though the sally port cover and kennel upgrades are in dire need of being completed.*

**During 2010 the following improvements were made: New washer/dryer, storage shed, and cover for outdoor dog runs were procured; Plexiglas was placed behind cat cages, new kennel latches and indoor lighting have been installed, and 40 dog beds were donated. By June 2011 staff anticipates expending the remaining funds (approximately \$5,300) on another storage shed, outdoor lighting, and additional feral cat boxes. *Note: It was determined that the sally port cover could not be obtained, due to difficulties in obtaining a permit.***

*B. The Shelter continues to report receiving many feral cats. It is recommended that the City embrace and encourage private non-profit community groups willing to manage and fund Trap-Neuter-Return programs.*

**Animal Shelter staff are now assisting feral cat colony caregivers by not euthanizing tipped ear (i.e. surgically altered) cats that enter the Shelter. Tipped ear feral cats are housed for three days, after which they are released to a caregiver who returns them to the colony site. (See “Accomplishments” for more information on this topic.)**

C. Revenue is not being fully realized because pet license billing/renewal notices have not been regularly and systematically mailed to pet owners in the City.

**Lodi Shelter PALS utilizes data from 2008 to present for pet license renewal notices. (See “Recommendations” for more information on this topic.)**

D. Recommendations made by the Commission throughout the past year include:

1) post fliers in the downtown kiosks, -- **DONE**

2) insert spay/neuter program information in the monthly utility bills, -- **DONE**

3) provide realistic information to people regarding the euthanasia rate, **Statistical information is now available on the City’s website. (See “Recommendations” for more information on this topic.)**

4) informational handouts on basic care of animals, answers to frequently asked questions, and services offered by various local non-profit organizations should be available in hard copy in the office of the Animal Shelter, the library, posted on the City’s website, and included in license renewal mailers; --

**Shelter staff have developed various informational handout materials. (See “Recommendations” for more information on this topic.)**

5) implement and advertise a barn cat program; -- **DONE**

6) the Shelter should remain open until 7:00 p.m. certain days of the week as a convenience to working persons.

**The Animal Shelter is open Monday through Saturday from 9:30 a.m. to 4:30 p.m. with Animal Services Officers available from 7:00 a.m. to 6:00 p.m. for services as needed.**

E. Provide veterinarians with animal license forms and encourage them to provide to all customers obtaining rabies vaccinations for their pets.

**Pending. (See “Recommendations” for more information on this topic.)**

F. Create a new marketing program to encourage pet owners to license their pets with a theme that licenses are “tickets home” for lost pets.

**A flier was inserted in January 2011 utility bills reminding the public to spay/neuter and license their pets.**

### **ACCOMPLISHMENTS (calendar year 2010)**

- Lodi Animal Services Disaster Plan – solicited volunteers, moved extra kennels to two locations at higher elevation and developed a timeline to complete the plan;
- Chair Castelanelli is facilitating monthly meetings of interested parties and combined the efforts of three non-profit groups to develop, manage, and fund a citywide Trap-Neuter-Return program;
- Animal Shelter webpage is continuously being improved and updated; and
- Lodi Shelter PALS agreement was amended by the City Council on October 6, 2010, which guarantees \$50,000 a year plus fees collected for redemption, relinquishing, and boarding.

## **RECOMMENDATIONS**

- Place additional effort in soliciting for vacancies on the LAAC by including one line item in every advertisement the City Clerk publishes in the Lodi News Sentinel until all positions are fully filled (e.g. "One (1) vacancy exists on the Lodi Animal Advisory Commission; contact the City Clerk for more information.") NOTE: The LAAC functioned with only four members during all of 2010 through April 2011.
- Consider contracting with eCivis Grants Network -- a grants management software which provides accurate grants information, reporting, and management; make this software available to City of Lodi nonprofit partners.
- Ensure pet license (and spay/neuter) reminder notices are included as inserts in January utility bills each year.
- Institute "Pet of the Week" under "What's New" on the City's website homepage (e.g. link to the Animal Services webpage with a photo and brief description of one adoptable cat or dog. To be updated weekly.)
- Automate the pet license renewal process and make it available online. Notices should be sent to ALL residences at least once per year, as pet ownership changes frequently.
- Add exterior signage at the Shelter displaying euthanasia statistics in an effort to educate the public regarding the realities of pet overpopulation.
- In public education materials, emphasize the importance of not bringing nursing puppies and kittens to the Shelter, as they cannot be cared for. If no alternative exists, it is preferable to have the mother taken to the shelter with her puppies/kittens.
- Supply all local veterinarian offices with informational cards to provide to all customers who have their pets vaccinated reminding them of licensing requirements.

---

This Annual Report was approved on April 11, 2011 for submission to the Lodi City Council by the Lodi Animal Advisory Commission:

Chair, Linda Castelanelli  
Vice Chair, Phil Laughlin  
Secretary, Susan Blackston  
Commissioner Daniel Crownover

**LODI ANIMAL ADVISORY COMMISSION  
ANNUAL REPORT MID-YEAR AMENDMENT**

*(Covering period through June 2011)*

**REPORT ON PREVIOUS GOALS** (as outlined in 2009 Annual Report)

A. *The \$24,000 Council allocated for Shelter improvements still has not been fully expended, though the sally port cover and kennel upgrades are in dire need of being completed.*

During 2010 the following improvements were made: New washer/dryer, storage shed, and cover for outdoor dog runs were procured; Plexiglas was placed behind cat cages, new kennel latches and indoor lighting have been installed, and 40 dog beds were donated. \*By June 2011 staff anticipates expending the remaining funds (approximately \$5,300) on another storage shed, outdoor lighting, and additional feral cat boxes. *Note: It was determined that the sally port cover could not be obtained, due to difficulties in obtaining a permit.*

**\*→MID-YEAR AMENDMENT: Kennel repairs and sunshade installation have not been done as of July 11, 2011.**

D. *Recommendations made by the Commission throughout the past year include:*

3) *provide realistic information to people regarding the euthanasia rate,*  
\*Statistical information is now available on the City's website. (Also see "Recommendations" for more information on this topic.)

**\*→MID-YEAR AMENDMENT: The statistical information on the Animal Services webpage has not been updated since February 2011.**

**RECOMMENDATIONS**

- The stipulation in Resolution 2007-161 that "*The Commission shall prepare and submit an annual report to the City Council no later than sixty (60) days after the end of each calendar year*" should be adhered to so that it occurs prior to Council's adoption of the City's fiscal year budget. This Annual Report was scheduled for a City Council Shirtsleeve agenda four months after its original approval by the Commission, which necessitated a mid-year amendment in order to reflect current conditions.
- The Animal Services website is no longer being updated. A current, functional, municipal website is critical considering that nearly 80% of people today are accessing information online. When citizenry can rely on current website information, they will seek answers to inquiries online rather than making phone calls, which further burdens the ever decreasing number of staff.
- A Trap-Neuter-Return program should be developed and ultimately adopted as an official policy in the City for managing the feral cat population.

- There should be standardized responses provided by all Shelter representatives regarding the differences in policies, procedures, and fees applied to animals at the PALS facility versus those housed at the Animal Shelter itself. Additionally, all people relinquishing animals should be advised candidly about the realities of euthanasia at the Lodi Animal Shelter.

### **SUMMARY:**

Spaying/neutering lies at the foundation of any effective animal control program. Reducing pet overpopulation not only prevents surplus births, but will lower the cost of City Animal Services, i.e. less animals entering the shelter equates to less staff and operational costs needed to care for them. Currently, a small group of devoted caregivers are trapping and using vouchers to spay/neuter cats in an effort to ultimately reduce the number of feral cats in the city. It is hoped that a Trap-Neuter-Return program could be adopted as an official citywide policy once an organization can be established to manage and fund such a program. It has been estimated that only 25% of pet cats and dogs residing with families have come from animal shelters or rescue groups. In addition to a goal of decreasing the number of animals being impounded, the Animal Shelter should focus on increasing the number of adoptions by making it a convenient and desirable choice for people. This could be achieved through improving shelter conditions and removing any obstacles that may be preventing or discouraging Shelter animal adoptions. Ideally, no adoptable or treatable animals would be euthanized at the Lodi Animal Shelter. With the approval and implementation of the recommendations outlined in the 2010 Annual Report and Mid-Year Amendment, the essential mission of the Lodi Animal Advisory Commission would be achieved and result in more humane treatment of animals, responsible care of pets by their owners, and a better informed citizenry regarding the issues faced by municipal shelters.

---

This Mid-Year Amendment to the Annual Report was approved on July 11, 2011 for submission to the Lodi City Council by the Lodi Animal Advisory Commission:

The motion carried by the following vote:

Ayes:	Commissioners – Blackston, Castelanelli, Cohen, Laughlin, and Martin
Noes:	Commissioners – None
Abstain:	Commissioners – Primasing
Absent:	Commissioners – None

## RESOLUTION NO. 2007-161

A RESOLUTION OF THE LODI CITY COUNCIL CREATING  
AND ESTABLISHING THE GUIDELINES FOR THE  
LODI ANIMAL ADVISORY COMMISSION

=====

WHEREAS, the City of Lodi has a long-standing history of recognizing the need associated with the pet population in the community; and

WHEREAS, the City Council established the Animal Shelter Task Force on September 20, 2000, to review the needs of the Animal Shelter and provide short and long-term recommendations regarding the same; and

WHEREAS, the City Council recently acknowledged the need to create a permanent Commission to review, among other things, responsible pet ownership including benefits of spaying and neutering, proper care and shelter, and general awareness of issues concerning the humane treatment of animals; and

WHEREAS, the following design for the establishment of the Lodi Animal Advisory Commission is hereby submitted.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby creates the Lodi Animal Advisory Commission and hereby establishes the guidelines as follows:

Recitals

ORGANIZATION:

The Lodi Animal Advisory Commission (hereinafter "Commission") shall organize and adopt administrative rules and procedures consistent with the powers and duties provided to accomplish its purposes. ~~The Chairperson shall appoint such officers or committees as shall be deemed necessary by the Commission.~~

POWERS AND DUTIES:

1. Act in advisory capacity to the City Council in all matters pertaining to animals and to cooperate and coordinate with other governmental agencies and civic groups in the advancement of sound animal planning and programming;
2. Explore both the short-term and long-term needs of the Lodi Animal Shelter and investigate and make recommendations on possible funding sources to meet identified needs;
3. Make periodic inventories of animal services that exist and/or may be needed and present the same to the City Council;
4. Aid in coordinating and promoting pet population control measures through education and development of spay/neuter programs and explore funding opportunities for programs and education regarding the same;
5. Serve as an information and referral source on animals in the community.

## MEMBERSHIP:

The Commission shall consist of seven (7) members appointed by the Mayor from a list of nominees with the approval of the City Council.

Each member of the Commission shall hold office for a term of three (3) years, except that:

1. The terms of the members first taking office shall expire as follows, as designated by the Mayor at the time of appointment: two (2) at the end of the first year, two (2) at the end of the second year, and three (3) at the end of the third year; and
2. As terms expire after the first and second year, succeeding appointees shall serve for three (3) years; and
3. Any member appointed to fill the vacancy occurring prior to the expiration of the term for which his predecessor was appointed shall be appointed for the remainder of such term; and
4. No member shall serve more than two (2) consecutive years per term. This provision shall only apply to persons appointed to fill vacancies within the membership.

Members of the Commission may consist of individuals representing other non-profit organizations, the veterinarian profession, the business community, and the general citizenry, among others.

No two voting members of the Commission shall be representatives, employees, and/or officers of the same group, association, corporation, and/or organization.

In addition to the Mayor, the City Manager, and the City Attorney, such other persons may be designated by the Mayor as ex officio members without vote from any department, office, commission, board, employee, or instrumentality of the City of Lodi to aid, assist, and advise the Commission.

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## VACANCIES:

If a member of the Commission is absent from three (3) consecutive regular meetings of the Commission without leave of absence from the Commission expressed in its official minutes, such office shall become vacant and shall be so declared by the Mayor. The Commission shall notify the City Clerk's office of such vacancy as soon thereafter its occurrence as practicable.

## ANNUAL REPORT:

The Commission shall prepare and submit an annual report to the City Council no later than sixty (60) days after the end of each calendar year.

## COMPENSATION:

Members of the Commission, the Chairman, and persons appointed to assist the Commission in making its studies shall serve at no salary, but shall be reimbursed for travel and subsistence expenses incurred in the performance of their official duties while away from the City of Lodi in accordance with the travel allowance policies adopted by the City of Lodi but only to the extent that appropriations for such travel allowance have been approved by the City Council.

STAFF ASSISTANCE:

The Commission is authorized to secure through the City Manager from any department, officer, consultant, commission, board, employee, or other instrumentality of the City of Lodi suggestions, estimates, and statistics for the purposes of carrying out the provisions of this part and each such department, officer, consultant, commission, board, employee, or other instrumentality of the City of Lodi through the City Manager is authorized and directed to furnish such information, suggestions, estimates, and statistics to the Commission upon request made by the Chairman of the Commission or upon the request of any member or subcommittee of the Commission whatsoever.

MEETINGS; LOCATIONS:

The Commission shall hold a monthly meeting on the 2<sup>nd</sup> Monday of each month at 6:00 p.m., in the Community Room of the Police Department, located at 215 West Elm Street, Lodi, California 95240. Such meeting shall be open to the public and comply with all applicable provisions of the Ralph M. Brown Act.

AUTHORITY NON-EXCLUSIVE:

Nothing herein in this Part shall be deemed to deprive the City Council or any board, commission, or officer of the City of any power, duty, or function, which such Council, board, commission, or officer may now have or be hereafter granted, it being the intention that the powers and functions hereinabove provided to be exercised by the Commission be non-exclusive. Also, nothing herein contained shall be deemed to require the City Council, or any board, commission, or officer, to refer or submit to the Commission, or to receive from such any report or recommendation respecting any matter hereinabove mentioned in the Part before taking any action or making any decision with respect to such matter, it being the intention of this Part to authorize the performance of certain functions by said Commission and not to deprive the Council or any board, commission, or officer of any power, duty, or privilege, which it now may have or may hereafter be granted.

Dated: August 1, 2007

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I hereby certify that Resolution No. 2007-161 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 1, 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

**FIRST AMENDED  
PROFESSIONAL SERVICES AGREEMENT  
FOR ANIMAL SHELTER SERVICES**

THIS FIRST AMENDED AGREEMENT is made and entered into this 6th day of October, 2010 ("Effective Date"), by and between the CITY OF LODI, a municipal corporation ("CITY"), and LODI SHELTER PALS, a non-profit corporation ("LSP").

**WITNESSETH:**

A. WHEREAS, CITY proposes to have LSP provide animal shelter office management services as described in the Scope of Services; and

B. WHEREAS, LSP, by virtue of the fact that its directors are also the directors and officers of People Assisting Lodi Shelter, another nonprofit corporation ("PALS"), represents that it has specialized expertise to perform the services herein contemplated; and

C. WHEREAS, CITY and LSP desire to contract for the specific services described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of CITY has a financial interest, within the provisions of California Government Code Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY LSP**

1.1. Scope of Services. LSP shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. City shall provide LSP with sufficient and existing space in the CITY'S office facilities to perform such services.

1.2. Professional Practices. All professional services to be provided by LSP pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. LSP shall advise CITY of any changes in any laws that may affect - LSP's performance of this Agreement.

1.3. Warranty. LSP warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers'

occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. LSP shall indemnify and hold harmless CITY from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against CITY for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of LSP's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, LSP shall not engage in, nor permit its agents to engage in, discrimination in employment of persons, or provision of services to persons, because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of CITY. LSP may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at LSP's sole cost and expense.

1.6. Fingerprint Check. All LSP employees and volunteers performing services under this Agreement shall pass a City fingerprint check. City shall, in the exercise of its reasonable discretion, have authority to approve or disapprove of all onsite employees and volunteers.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. LSP shall be paid the entire gross proceeds from Revenue accounts 1001-5935 (Adoption Fees, Unaltered Fees, Redemption Fees, Relinquish Fees and Boarding Fees) and 1001-5113 (Animal License Fees), for its services under this Agreement. In no event will that amount be less than \$50,000.00 per year paid in equal monthly installments of \$4,175.00. Collections in excess of \$50,000 ("Overcollection Payment") will be paid in six month increments with collections over \$25,000.00 for each six month period paid by CITY to LSP within thirty (30) days after each such six (6) month period. If, at the end of the fiscal year, total collections do not support the first 6 months Overcollection Payment, the excess will be deducted from LSP's upcoming monthly payments or, if none are pending, refunded to City.

2.2. Additional Services. LSP shall not receive compensation for any services provided outside the scope of services specified in the Scope of Services unless CITY, prior to LSP performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of LSP's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to CITY for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date of this Agreement.

### **3.0 TIME OF PERFORMANCE**

3.1 Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within thirty (30) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0 TERM AND TERMINATION**

4.1 Term. This Agreement shall commence on the Effective Date and continue for successive one year terms unless either party serves a written notice of termination three months prior to the then current years expiration.

4.2 Notice of Termination.

(a) Either party may terminate this agreement upon 30 days written notice.

4.3 Compensation. In the event of termination as set forth in 4.2, CITY shall pay LSP for reasonable costs incurred and professional services satisfactorily performed up to and including the date of the written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by LSP in its performance of this Agreement shall be delivered to the CITY within ten (10) days of delivery of termination notice, at no cost to CITY. Any use of uncompleted documents without specific written authorization from LSP shall be at CITY's sole risk and without liability or legal expense to LSP.

### **5.0 INSURANCE**

5.1. Minimum Scope and Limits of Insurance. LSP shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual

liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Lodi and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with the City of Lodi."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(c) Other insurance: "Any other insurance maintained by the City of Lodi shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance. LSP shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which LSP may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. CITY's Police Chief or his/her designee shall be the representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the CITY, called for by this Agreement, except as otherwise expressly provided in this Agreement.

LSP shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of LSP called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Additional Representatives. CITY shall designate an employee of CITY acceptable to LSP to work directly with LSP in the performance of this Agreement.

LSP shall designate a representative who shall represent it and be its agent in all consultations with CITY during the term of this Agreement. LSP or its representative shall attend and assist in all coordination meetings called by CITY.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to LSP:                   Lodi Shelter Pals  
2414 W. Kettleman Lane, Suite 210-2207  
Lodi, California  
Attention: Nancy Alumbaugh

If to CITY:                   Konradt Bartlam  
Interim City Manager  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

With copies to:           D. Stephen Schwabauer, City Attorney  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Gary Benincasa  
Interim Chief of Police  
221 West Pine Street  
Lodi, CA 95240

6.5. Drug-free Workplace Policy. LSP shall provide a drug-free workplace by complying with all provisions set forth in CITY's policy, attached hereto as Exhibit "B" and incorporated herein by reference. LSP's failure to conform to the requirements set forth in CITY's policy shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by CITY.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the

enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in San Joaquin County, California.

6.8. Assignment. LSP shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of LSP's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall release LSP of LSP's obligation to perform all other obligations to be performed by LSP hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. LSP shall protect, defend, indemnify and hold harmless CITY and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of LSP, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor. LSP is and shall be acting at all times as an independent contractor and not as an employee of CITY. LSP shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for LSP and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by LSP or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of CITY. LSP agrees that any such documents or information shall not be made available to any individual or organization without the prior written consent of CITY. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of CITY and without liability or legal exposure to LSP. CITY shall indemnify and hold harmless LSP from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from CITY's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by LSP. LSP shall deliver to CITY any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by CITY or its authorized representative, at no additional cost to the CITY.

6.12. Public Records Act Disclosure. LSP has been advised and is aware that all reports, documents, information and data including, but not limited to, computer

tapes, discs or files furnished or prepared by LSP, or any of its subcontractors, and provided to CITY may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250, *et. seq.*).

6.13. Prohibited Employment. LSP will not employ any regular employee of CITY while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CITY and LSP and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute

such provision(s) through good faith negotiations.

6.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

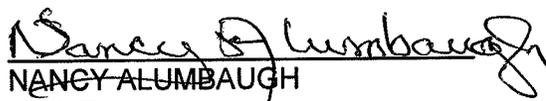
6.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF LODI, a municipal corporation

LSP, a California non-profit corporation

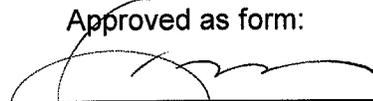
*for*  
  
KONRADT BARTLAM  
City Manager  
*Deputy City Manager*

  
NANCY ALUMBAUGH  
CEO/Treasurer

ATTEST:

  
RANDI JOHL, City Clerk

Approved as form:

*for*  
  
D. STEPHEN SCHWABAUER  
City Attorney, City of Lodi

## EXHIBIT A

### SCOPE OF SERVICES

#### LSP DUTIES AND RESPONSIBILITIES:

1. CITY contracts with LSP to perform all adoption, fostering and other placement of all domestic animals that come within the possession of the Animal Services Division of the Police Department.
2. CITY contracts with LSP to process and maintain records of all donations documented on CITY receipts to and for the benefit of Shelter animals.
3. LSP will employ an Office Manager and support staff to oversee and maintain office systems that collect and generate animal data, including the inventory of animal population. LSP's Office Manager will supervise and train office volunteers in data entry, adoption paperwork and telephone answering protocol.
4. LSP will staff the Animal Shelter office from 9:00 am to 5:00 pm Monday through Friday and 11:00 am to 4:00 pm Saturday, noon hour lunch and CITY closures excepted.
5. LSP will issue licenses for Shelter adoptions and walk-ins and collect licensing fees at the rate set by CITY Council.
6. LSP will issue license renewal reminders, collect license fees, issue licenses and maintain a license database at CITY's expense.
7. LSP will ensure that each animal admitted to the Shelter is administered a behavior assessment test. LSP will not place for adoption animals which may not meet acceptable scoring criteria. LSP will issue and maintain records verifying the issuance of behavioral assessment warning and liability waivers on forms provided by CITY, for animals scoring below the thresholds set by the Police Chief. LSP may notify PALS (People Assisting Lodi Shelter) of any animals that may require rehabilitation to meet such thresholds.
8. LSP will issue spay/neuter vouchers to the public (as funds are available), track the individual vouchers and account to CITY for the value of outstanding vouchers.
9. LSP will coordinate with Shelter staff and PALS for transport of Shelter animals for veterinarian care and spaying/neutering. Shelter Staff will authorize all shelter animals to be sent for veterinary care and spaying neutering.

10. LSP will show animals during posted adoption hours. LSP will prepare adoption paperwork.

11. CITY may at its option commission its independent accounting firm to conduct an annual audit of LSP at CITY expense. LSP shall make all records necessary for the audit to the auditor and make its staff available for interview within 5 business days of the auditor's request.

12. LSP will process all paperwork involving expenditures out of the CITY 2302 (spay/neuter prior to adoption) account and the CITY 2303 (veterinary services/spay/neuter at adoption) account and for the CDBG/HUD fund reimbursement account for approval by the Police Chief's designee. Disputes regarding approval between the designee and LSP will be resolved by the Lieutenant in charge of animal services.

13. LSP will provide a fidelity bond to CITY in the amount of \$50,000.

**LSP services shall not include:**

1. Enforcement of local and state laws pertaining to domestic animals.
2. Response to emergency calls.
3. Stray pick up.
4. Euthanasia of Shelter animals.
5. Quarantine of animals.
6. Intake at Shelter to include vaccinations and medical evaluations, treatment.
7. Cleaning of Shelter kennels/cages and provision of food, litter and supplies for Shelter.
8. Payment of electricity, water, natural gas, telephone and trash removal.
9. Maintenance of the facility (to include repair of shelter office flooring), landscaping and Shelter area accessibility.
10. Shelter office equipment and supplies (computers, printers, faxes, paper toner, ink cartridges, and miscellaneous office supplies).
11. Maintenance of fire safety equipment.
12. Transport of large animals for veterinary services.

**EXHIBIT B**  
**DRUG AND ALCOHOL POLICY**

SUBJECT: : DRUG-FREE WORKPLACE - *Policy*

DATE ISSUED: : May 7, 2008

SECTION: : D

REFERENCE: : Drug Free Workplace Act of 1988; Americans With Disabilities Act of 1990; The Rehabilitation Act of 1973.

SECTION 1: PURPOSE

**City of Lodi** is committed to protecting the safety, health and well being of all employees and other associated individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- As a condition of employment, this organization requires that all employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

SECTION 2: POLICY STATEMENT

It is a violation of our drug-free workplace policy to manufacture, use, possess, distribute, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, lunch hours and whenever conducting business or representing the organization, while on paid standby, on or off City property including vehicles. Any individual who conducts business for

the organization, is applying for a position, or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns and applicants.

Drug and alcohol consumption on and/or off the job can adversely affect job performance and employee/public safety. The City respects the privacy of its employees and contractors unless involvement with drugs and/or alcohol off the job adversely affects job performance and employee/public safety.

### SECTION 3:

### COMPLIANCE

The U.S. Department of Transportation DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. The (DOT) adopted 49 CFR Part 40 (Revised), which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees when performing safety-sensitive functions, as well as other provisions as noted.

The Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR (Code of Federal Regulations) Part 655 and 382 mandates urine drug testing and breathalyzer alcohol testing, for employees performing safety-sensitive functions. The regulation prevents the performance of safety-sensitive functions when there is a positive test result or test refusal. **A safety-sensitive function is:**

- 1) Maintenance personnel, who perform various repairs to revenue vehicles (including repairs, overhaul and rebuilding)
- 2) Employees with a commercial driver's license that will operate a revenue service, or non-revenue service DOT funded transit vehicle (includes the operation of the Lifts or anyone who assists passengers to assure they are secured in the vehicles).
- 3) Drivers operating a revenue service vehicle, including when not in revenue service.
- 4) Dispatch personnel and supervisors who control the movement of any revenue service vehicle.

Federal Contractors and grantees must certify that they will provide drug-free workplaces as a pre-condition to receiving a contract or grant from any Federal agency. Failure to comply with the requirements of the Drug-Free Workplace Act may result in the following sanctions:

- A. suspension of payments under the grant;
- B. termination of the grant; or
- C. debarment from any grant award from any Federal agency for a period up to five (5) years.

Such penalties may be applied to contractors/grantees who have made false certifications of compliance with the Act.

SECTION 4: COMPLIANCE OF EMPLOYEES

All employees shall agree to abide by this condition of employment and shall notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

In those instances where City employees, who are employed under Federal contract or grant, are convicted of criminal drug statutes violations occurring in the workplace, the City shall notify the grantor agency within ten (10) days after receiving notice from such employees or otherwise receiving actual notice of such convictions.

The City of Lodi shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 to submit to a pre-employment, post-accident, random, reasonable suspicion, return-to-duty or a follow-up drug and alcohol test as described in this policy. The City shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions and is subject to disciplinary actions up to and including termination.

Any employee (safety sensitive or non-safety sensitive) who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

SECTION 5: ENFORCEMENT

In conjunction with Human Resources, department directors, managers, and supervisors are responsible for reasonable enforcement of this policy and the Drug-Free Workplace Procedure.

SECTION 6: SPECIFIC APPLICATIONS

Driver's License: Employees operating vehicles and equipment requiring the possession of a specified class, certificated or endorsed driver/operator license by the California Department of Motor Vehicles, or any other federal or state agency, may be subject to drug/alcohol screening in order to obtain and maintain such licensing

Accidents: Employees directly involved in an accident, including vehicular accidents, or who may have been involved in the sequence of events leading up to an accident, is subjected to testing as part of the accident investigation process. Notwithstanding laws to the contrary, the supervisor will

determine whether employees should be directed for drug/alcohol testing based upon reasonable suspicion.

SECTION 7: Opportunities of Rehabilitation

The City of Lodi is committed to providing reasonable opportunities of rehabilitation to those employees with a drug or alcohol problem in accordance with the provisions of federal and/or state law.

An employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable cause, random or post-accident testing or has not refused a drug or alcohol test or is not involved in disciplinary proceedings, may voluntarily refer her or himself to the Human Resources Manager or Internal Services Director, who will refer the individual to the City's Substance Abuse Professional at the expense of the employee. The SAP will evaluate the employee and make specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any rehabilitation program at the employee's expense. In addition, the City of Lodi's voluntary Employee Assistance Program (EAP) is available to assist employees who seek help for alcohol or drug problems. Employees are encouraged to contact the EAP directly.

Supervisors/managers may refer an employee to the EAP for reasonable suspicion of drug abuse. Supervisors are encouraged to refer employees to the EAP for intervention. EAP services are confidential and supervisory referred employees are requested to sign a release of information for attendance purposes if sessions are scheduled during working hours.

SECTION 8: PRESCRIPTION MEDICATION /LEGAL DRUGS

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. The misuse of legal drugs while performing transit business is prohibited at all times. Any employee taking any medication with a warning label will be required to provide the following:

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected must be reported to supervisory personnel. Medical advice should be sought, as appropriate, while taking such medication and before performing work-related duties.

An employee taking prescribed drugs which may interfere with safe work performance is required to provide written documentation from the prescribing physician indicating the level of interference with job performance. The prescription or approval must include the patient's name, the name of the substance, quantity/amount to be taken, the period of authorization and physician's signature that the employee may continue to perform safety-sensitive functions while taking such medication

The employee's immediate supervisor or department head shall determine on a case-by-case basis the employee's ability to perform employment responsibilities in conjunction with Human Resources. Failure to notify a supervisor may result in disciplinary action in accordance with City policy and procedure. An employee may be required to provide a statement from a licensed physician, indicating when the employee is able to work safely, or any limitations she/he may have while taking the prescribed medication.

SECTION 9:

PRE-EMPLOYMENT DRUG TESTING

As an employer the City is required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer.

An employer must obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. The information obtained must include:

1. Information of the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information of the employee's controlled substance test in which a positive result was indicated.
3. Any refusal to submit to a required alcohol or controlled substance test.  
(including verified adulterated or substituted drug test results)
4. Other violations of DOT agency drug and alcohol testing regulations.

Applicants will be asked whether her or he has tested positive, or refused to test on a pre-employment drug or alcohol test while trying to obtain safety sensitive transportation work from an employer covered by a DOT agency during the past two years. If applicant admits that he or she had a positive test or refusal to test, the applicant will not be eligible for the position. Job offers made by the City of Lodi are contingent upon the successful completion of a drug and/or alcohol screening. Testing for temporary hires will be evaluated on an individual basis by classification.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**



## SAN JOAQUIN COUNTY ANIMAL SERVICES STUDY

APRIL 1, 2011

Presented by



Tammie Murrell & Sue Marks-Gibbs,  
Consultants

## ANIMAL SERVICES SURVEY RESULT STATISTICS

Color Coding: Orange = Lathrop    Red = Lodi    Maroon = San Joaquin County  
Blue = Stockton    Gray = Manteca

### 18. Number of Kennels

	<u>Lathrop</u>	<u>Lodi</u>	<u>SJCo</u>	<u>Tracy</u>	<u>Stockton</u>	<u>Manteca</u>
Dog	16	48	see COS	20	149	16
Cat	43	60		25	76	38
Feral Cat				2		
Hospital Cat				8		

### 21. Licensing Fees

	<u>Lathrop</u>	<u>Lodi</u>	<u>SJCo</u>	<u>Tracy</u>	<u>Stockton</u>	<u>Manteca</u>
Dog	\$80.00	\$50.00	\$30.00	\$20.00	\$ 112.00	\$ 50.00
Fixed	\$20.00	\$10.00	\$10.00	\$6.00	\$ 11.00	\$ 20.00
Cat					\$ 112.00	
Fixed					\$ 11.00	
Late Fee			\$20.00			
Senior Fee					\$ 7.00	
# Maintained	1,700	3,182	6,659	4,200	6,508	4,219

Stockton licenses include both cats and dogs

### 25. Adoption Fees

	<u>Lathrop</u>	<u>Lodi</u>	<u>SJCo</u>	<u>Tracy</u>	<u>Stockton*</u>	<u>Manteca</u>
Dog-male	\$41 + s/n	\$78 + s/n	\$193	\$5 + s/n	\$199	\$95
female	\$41 + s/n	\$78 + s/n	\$204	\$5 + s/n	\$199	\$95
Cat-male	\$41 + s/n	\$78 + s/n		\$5 + s/n	\$154	\$95
female	\$41 + s/n	\$78 + s/n		\$5 + s/n	\$154	\$95

Stockton charges \$75 for old, young & special need dogs; \$50 for cats

### 38. Job Classifications

	<u>allocated</u>	<u>filled</u>	<u>salary</u>	<u>benefits</u>	<u>total</u>	
AS Supervisor	1	1	\$67,091	\$31,464	\$98,555	<b>TRACY</b>
ASO	4	4	\$53,916	\$27,715	\$81,631	
AS Supervisor	1	0	\$48,588	\$24,480	\$73,068	<b>LODI</b>
Asst ASO	2	3	\$42,252	\$23,280	\$65,532	
Kennel Asst	2	2	\$24,336	n/a	\$24,336	
ASO	2	2	\$52,159	\$42,666	\$94,825	<b>LATHROP</b>
AS Asst	1	1	\$41,765	\$34,164	\$75,929	
Sr Office Asst	1	1	\$39,562	\$25,206	\$64,768	<b>SJCOUNTY</b>
Dep ASO II	6	5	\$47,363	\$28,466	\$75,829	

AS Mgr	1	1	\$85,923	\$55,572	\$141,495	
AS Officer		2	\$53,014	\$14,000	\$67,014	MANTECA
Kennel Asst		.5				
AS Supervisor	1	0	\$48,276	\$38,011	\$86,827	STOCKTON
Sr ASO	1	1	\$58,500	\$25,036	\$83,536	
ASO	4	4	\$47,050	\$24,671	\$71,721	
AS Asst II	1	1	\$45,972	\$24,493	\$70,465	
AS Asst I	6	6	\$40,655	\$24,259	\$64,914	
<b>TOTAL</b>		<b>34.5</b>				

Lodi has four part time kennel assts, 2 FTE. Manteca has one part-time kennel worker.

#### 48. Revenues

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Licenses	\$100,000	\$20,000	\$27,530			
	\$125,000	\$97,618	\$74,823	\$78,074	\$87,492	\$103,518
	\$19,671	\$16,730	\$14,380	\$16,730	\$13,937	
Services Chgs	\$7,000	\$3,600	\$3,614			
Shelter Fees		\$13,368	\$14,808	\$5,916	\$12,661	
Interest	\$4,912	\$4,280	\$18,635	\$41,291	\$27,357	\$14,840
Aid-Hum Srv	\$15,000	\$14,652	\$17,853	\$10,283	\$19,205	\$10,652
Misc	\$700	\$1,345	\$974	\$1,459	\$1,304	\$5,951
	\$14,800	\$14,000	\$19,825			

#### 49. Shelter Data

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
<u>Human Population</u>						
Lathrop		17,256				9,210
Lodi		61,450				56,656
SJCo		156,973				161,815
Tracy	82,000	81,500	81,700	81,600	80,461	48,174
Stockton	292,133	291,030	289,927	289,789	279,513	243,771
Manteca	68,847	67,754	66,451	65,076	63,703	51,924
<b>TOTAL</b>		<b>675,963</b>				<b>571,550</b>

#### # Staff

Lathrop	3	4				
Lodi	3	3	3	3	3	3
SJCo	8	10	10.75	10.75	10.75	
Tracy	5	6	6	8	8	7
Stockton	12		18.5			
Manteca	2.5	3	3	3	3	3

Intake Dogs	195	345	345	359	224	
		892	859	959	830	964
	1,596	1,843	2,122	1,783	2,210	
		1,145	1,150	1,045	1,076	N/A
	3,841	4,875	4,627	4,457	4,889	9,291
2010 yr end	1,133	1,000	1,120	1,042	981	1,260

<b>TOTAL</b>	<b>10,062</b>	<b>10,223</b>	<b>9,645</b>	<b>10,210</b>	<b>11,515</b>	
	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Adopted Dogs	58	128	106	106	54	
		581	327	383	272	319
		453	441	349	338	N/A
	549	515	600	464	618	
	1,396	1,695	1,351	1,025	1,072	1,133
	439	182	160	158	217	211
<b>TOTAL</b>		<b>3,273</b>	<b>2,985</b>	<b>2,485</b>	<b>2,571</b>	<b>1,663</b>
Reclaim Dogs	78	134	154	152	73	
		211	212	273	314	253
	142	217	205	215	288	
		459	470	463	436	N/A
	326	444	523	862	731	1,041
	271	309	359	301	297	453
<b>TOTAL</b>		<b>1,764</b>	<b>1,923</b>	<b>2,266</b>	<b>2,139</b>	<b>1,747</b>
Euth Dogs	59	83	85	81	97	
		152	177	157	158	537
	905	1,111	1,317	1,104	1,304	
		229	232	230	299	N/A
	2,119	2,736	2,753	2,570	3,086	7,117
	423	284	331	339	334	566
<b>TOTAL</b>		<b>4,594</b>	<b>4,895</b>	<b>4,481</b>	<b>5,278</b>	<b>8,220</b>
Intake Cats	171	240	194	202	135	
		1,277	1,686	1,533	1,380	1,334
	941	1,700	1,873	1,671	1,710	
		1,237	1,366	990	1,327	N/A
	3,696	5,086	5,244	5,664	4,004	4,849
2010 yr end	1,386	1,944	2,041	1,888	1,088	1,020
<b>TOTAL</b>		<b>11,618</b>	<b>12,404</b>	<b>11,948</b>	<b>9,644</b>	<b>7,203</b>
Adopt Cats	62	68	76	104	18	
		440	260	309	232	272
	60	63	129	102	135	
		374	326	259	317	N/A
	310	331	624	605	151	863
	320	127	141	101	149	108
<b>TOTAL</b>		<b>1,219</b>	<b>1,556</b>	<b>1,480</b>	<b>1,002</b>	<b>1,243</b>
Reclaim Cats	3	4	10	10	4	
		17	35	46	38	52
	94	63	1	11	15	
		14	18	9	10	N/A
	539	354	58	45	43	29
	12	26	17	28	18	35
<b>TOTAL</b>		<b>495</b>	<b>139</b>	<b>149</b>	<b>128</b>	<b>116</b>

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Euth Cats	122	168	108	91	113	
	787	703	1,279	1,129	711	
		1,574	1,743	1,558	1,560	
		846	1,013	703	993	N/A
	2,847	4,401	4,562	5,014	3,810	3,957
	1,054	986	915	1,002	799	799
<b>TOTAL</b>		<b>8,917</b>	<b>9,620</b>	<b>9,497</b>	<b>7,986</b>	<b>4,756</b>
Other Intake	83	130	166	181	231	
	98	107	148	87	78	
		52	45	34	49	N/A
		403	452	431	402	
		70	96	63	63	70
		<b>762</b>	<b>907</b>	<b>796</b>	<b>823</b>	
Adopt Other	5	18	28	19	3	
		35	20	18	28	N/A
		74	88	110	34	
		7	8	4	1	6
Euth Other	89	88	90	40	60	
		12	10	11	19	N/A
		322	256	235	238	
		29	43	25	28	42

## 50. Budget Data

### Expenditures

	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2005-06</u>	<u>2000-01</u>
Lathrop	\$244,064	\$340,605				
Lodi	\$348,650	\$340,737	\$310,762	\$322,508	\$358,741	\$366,721
SJCo	\$1,056,866	\$1,110,815	\$1,526,551	\$1,564,462	\$1,357,528	\$1,241,114
Tracy	\$553,510	\$775,999	\$760,534	\$749,049	\$676,270	
Stockton	\$1,230,768			\$1,188,696	\$1,012,891	\$488,800
Manteca	\$398,560	\$314,297	\$303,848	\$300,814	\$271,844	\$214,215
<b>TOTAL</b>	<b>\$3,832,418</b>					

### Revenues (actuals where provided)

Lathrop	\$121,800	\$26,537	\$50,939			
Lodi	\$78,200	\$46,733	\$37,996	\$54,438	\$59,055	\$52,055
SJCo	\$145,612	\$117,895	\$112,285	\$131,107	\$135,358	\$134,962
Tracy	\$6,592	\$13,368	\$14,808	\$15,916	\$12,661	\$25,234
Stockton		\$607,467	\$290,500	\$289,927	\$286,041	\$251,100
Manteca	\$131,400	\$144,701	\$125,194	\$126,744	\$119,180	\$99,845
<b>TOTAL</b>		<b>\$956,701</b>				

Tracy's significant revenue change due to a change in accounting reporting.

## CAT STATISTICS

**Table 30 - San Joaquin Agency Cat Statistics**

Jurisdiction 2009-10	Intake	Adopted	%	Redeem	%	Euthaniz	%
Lathrop	240	68	28.3	4	1.7	168	70.0
Lodi	1,277	440	34.4	17	1.3	703	55.0
San Joaquin County	1,700	63	3.7	63*	3.7	1,574	92.6
Tracy	1,234	374	30.3	14	1.1	846	68.6
Stockton	5,086	331	6.5	354*	7.0	4,401	86.5
Manteca	1,386	320	23.1	12	0.9	1,054	76.0
<b>TOTAL</b>	<b>10,923</b>	<b>1,713</b>	<b>15.7</b>	<b>464</b>	<b>4.2</b>	<b>8,746</b>	<b>80.1</b>
Marin Humane Society		1,164		164			
Santa Cruz ASA	2,492	1,307	52.4	183	7.3	1,065	42.7
SEAACA**	9,294	1,219	13.1	168	1.8	7,907	85.1

\*includes Trap/Neuter/Release program feral cats in Redeem statistics

\*\* SEAACA does not have a Trap/Neuter/Release program for feral cats.

Adopted category includes transfers to other agencies and non-profits.

**Table 31 - San Joaquin County Agency Cat Data – 9-Year Comparison**

County-wide Cat Data	2000-01	%	2009-10	%
Adoptions	1,243	20.3	1,713	15.7
Redeemed by Owner	116	1.9	464	4.2
Euthanized	4,756	77.8	8,746	80.1

Aggressive adoption program through Stockton Animal Shelter Friends was in effect in FY 2000-01.

## DOG STATISTICS

**Table 32 - San Joaquin County Agency Dog Statistics**

Jurisdiction 2009-10	Intake	Adopted	%	Redeem	%	Euthaniz	%
Lathrop	345	128	37.1	134	38.8	83	24.1
Lodi	892	581	65.1	211	23.7	152	17.0
San Joaquin County	1,843	515	27.9	217	11.8	1,111	60.3
Tracy	1,141	453	39.7	459	40.2	229	20.1
Stockton	4,875	1,695	34.8	444	9.1	2,736	56.1
Manteca	1,133	439	38.8	271	23.9	423	37.3
<b>TOTAL</b>	<b>9,871</b>	<b>3,759</b>	<b>36.7</b>	<b>1,736</b>	<b>17.0</b>	<b>4,734</b>	<b>46.3</b>
Marin Humane Society		1,106		922			
Santa Cruz ASA	2,504	1,017	40.6	909	36.3	353	14.1
SEAACA	9,837	3,657	37.2	1,694	17.2	4,486	45.6

Adopted category includes transfers to other agencies and non-profits.

**Table 33 - San Joaquin Agency Dog Data- 9-Year Comparison**

County-wide Dog Data	2000-01	%	2009-10	%
Adoptions	1,663	14.3	3,759	36.7
Redeemed by Owner	1,747	15.0	1,736	17.0
Euthanized	8,220	70.7	4,734	46.3

## DEMOGRAPHICS

**Table 34 - San Joaquin County Population Data**

Jurisdiction 2009	Human Population	Est Dog Population	Est Cat Population
Lathrop	17,256	4,362	4,921
Lodi	61,450	15,535	17,526
SJ County	156,973	40,792	46,020
Tracy	81,500	20,031	22,598
Stockton	291,030	73,572	83,002
Manteca	67,754	17,128	19,323
<b>TOTAL</b>	<b>675,963</b>	<b>171,420</b>	<b>193,390</b>

Estimated 363,669 dogs and cats in participating San Joaquin County jurisdictions. Source: American Veterinary Medical Association Animal Population Calculator

[http://www.avma.org/reference/marketstats/ownership\\_calculator.asp](http://www.avma.org/reference/marketstats/ownership_calculator.asp)

Numbers *do not* include: Ferrets, Rabbits, Hamsters, Guinea Pigs, Gerbils, Other Rodents, Turtles, Snakes, Lizards, or Livestock, all of which are responsibilities of Animal Services Agencies.

**Table 35 - San Joaquin County Agency Per Capita Finances**

Jurisdiction 2010-11	Expense Budget	Revenue Budget	Net Cost	Per Capita Expense	Per Capita Revenue	Per Capita Net Cost
Lathrop	\$244,064	\$121,800	\$122,264	\$14.14	\$7.06	\$7.09
Lodi	\$348,650	\$78,200	\$270,450	\$5.67	\$1.27	\$4.40
SJ County	\$1,056,866	\$145,612	\$911,254	\$6.73	\$0.93	\$5.81
Tracy	\$553,510	\$6,592	\$546,918	\$6.79	\$0.08	\$6.71
Stockton*	\$1,230,768	\$607,467	\$623,301	\$4.23	\$2.09	\$2.14
Manteca	\$398,560	\$131,400	\$267,160	\$5.88	\$1.94	\$3.94
<b>TOTAL/AVG</b>	<b>\$3,832,418</b>	<b>\$1,091,071</b>	<b>\$2,741,347</b>	<b>\$5.67</b>	<b>\$1.61</b>	<b>\$4.06</b>
SCASA	\$3,388,233	\$2,971,681	\$416,552	\$13.10	\$11.49	\$1.61
Marin HS**	\$6,337,691	\$6,025,363	\$312,328	\$25.27	\$24.03	\$1.25
SEAACA	\$4,929,268	\$1,415,792	\$3,513,476	\$6.05	\$1.74	\$4.31

\* Used 2009-10 actual revenue; did not receive FY10-11 revenue estimate from Stockton

\*\* Includes \$2,254,071 revenue in grants and bequests

SCASA population 243,356, MHS population 250,750, SEAACA population 814,666

**Table 36 - San Joaquin County Agency Per Animal Costs**

Jurisdiction	2010-11 Est Budget	2009-10 Animals Handled	Spending per Animal	2009-10 Net Cost	Net Cost per Animal
Lathrop	\$244,064	585	\$417.20	\$122,264	\$209.00
Lodi	\$348,650	2,169	\$160.74	\$270,450	\$124.69
SJ County	\$1,056,866	3,543	\$298.30	\$911,254	\$257.20
Tracy	\$553,510	2,375	\$233.06	\$546,918	\$230.28
Stockton	\$1,230,768	9,961	\$123.56	\$623,301	\$62.57
Manteca	\$398,560	2,519	\$132.24	\$267,160	\$106.06
<b>TOTAL/AVG</b>	<b>\$3,832,418</b>	<b>21,152</b>	<b>\$227.51</b>	<b>\$2,741,347</b>	<b>\$129.60</b>
Santa Cruz ASA	\$3,388,233	4,996	\$678.19	\$416,552	\$83.38
Marin HS	\$6,337,691	6,334	\$1000.58	\$312,328	\$49.31
SEAACA	\$4,929,268	19,131	\$257.66	\$3,513,476	\$183.64

**Table 37 - San Joaquin Agency Officer Per Capita Data**

Jurisdiction	Human Population	2009-10 Intake	Intake per Capita	# of AS Officers	Officers per Capita	Officers per Intake
Lathrop	17,256	585	1 per 29.5	2	1 per 8,628	1 per 293
Lodi*	61,450	2,169	1 per 28.3	3	1 per 20,483	1 per 723
SJ County*	156,973	3,543	1 per 44.3	7	1 per 22,423	1 per 506
Tracy	81,500	2,375	1 per 34.3	5	1 per 16,300	1 per 475
Stockton*	291,030	9,961	1 per 29.2	6	1 per 48,505	1 per 1,660
Manteca	67,754	2,519	1 per 26.9	2	1 per 33,877	1 per 1,260
<b>TOTAL/AVG</b>	<b>675,963</b>	<b>21,152</b>	<b>1 per 32.0</b>	<b>26</b>	<b>1 per 25,999</b>	<b>1 per 813</b>
Santa Cruz ASA	258,564	4,996	1 per 51.7	6	1 per 43,094	1 per 833
Marin HS	250,750	6,334	1 per 39.6	9	1 per 27,861	1 per 704
SEAACA	823,000	19,370	1 per 42.5	21	1 per 39,190	1 per 922

\*Lodi, SJ County and Stockton have all seen reductions staffing. Lodi now has two AS Officers and One Acting Supervisor, SJ County now has five Animal Control Officers and Stockton now has four Animal Services Officers.

## CALLS FOR SERVICE

**Table 38 - Current San Joaquin Agency Calls for Service by Quarter by Hour & Day 2010**

	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	TOTAL
Lathrop	2,733	2,855	2,785	2,364	10,737
Lodi ASOs	1,424	1,482	1,647	1,376	5,929
Lodi Other*	431	436	581	586	2,034
Lodi Total	1,855	1,918	2,228	1,962	7,963
Manteca ASOs	549	461	524	517	2,051
Manteca Other*	72	130	118	100	420
Manteca Total	621	591	642	617	2,472
Stockton ASOs	2,936	2,894	2,442	2,179	10,451
Stockton Other**	955	910	999	851	3,715
Stockton Total	3,891	3,804	3,441	3,030	14,166
Tracy ASOs	533	526	560	471	2,089
Tracy Other	n/a	n/a	n/a	n/a	n/a
Tracy Total	533	526	560	471	2,089
San Joaquin County***	1,301	1,301	1,301	1,301	5,203
<b>TOTAL</b>	<b>10,394</b>	<b>10,995</b>	<b>10,957</b>	<b>9,744</b>	<b>42,630</b>

\*Lodi and Manteca "Other" are total hours by quarter for Animal Services Personnel and all other personnel separately.

\*\* Stockton "Other" is data provided by SPD Telecommunications.

\*\*\*SJ County Data not provided by quarter.

**Table 39 - San Joaquin Agency Calls by Quarter by Beat (Chameleon Data Only)**

	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	TOTAL
Lathrop	1,685	1,837	1,646	1,270	6,438
Stockton	3,084	3,093	2,643	2,326	11,146
Tracy	542	520	559	479	2,100
San Joaquin County	n/a	n/a	n/a	n/a	5,531



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Ordinance No. 1857 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 3.20 – Purchasing System – by Adding Section 3.20.106, 'Local Hire Policy and Apprenticeship'"

**MEETING DATE:** February 15, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1857.

**BACKGROUND INFORMATION:** Ordinance No. 1857 entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 3.20 – Purchasing System – by Adding Section 3.20.106, 'Local Hire Policy and Apprenticeship,'" was introduced at the regular City Council meeting of February 1, 2012.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**  
This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/jmr  
Attachment

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

ORDINANCE NO. 1857

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
LODI AMENDING LODI MUNICIPAL CODE CHAPTER 3.20 –  
PURCHASING SYSTEM – BY ADDING SECTION 3.20.106,  
“LOCAL HIRE POLICY AND APPRENTICESHIP”

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 3.20 – Purchasing System – is hereby amended by adding Section 3.20.106, “Local Hire Policy and Apprenticeship,” to read as follows:

3.20.106 Local Hire Policy and Apprenticeship

A. Generally:

The City of Lodi suffers economically as evidenced by unemployment rates, and the Lodi City Council supports improving the economic well being of the City by increasing employment opportunities for citizens of Lodi and the surrounding communities.

The City of Lodi periodically awards construction contracts, which employ significant numbers of employees in various trades, and many City and San Joaquin County residents possess the skills required of such construction efforts and are in need of employment.

B. Local Hire:

1. Bidders on construction projects shall complete a Bidder Local Hire Information Form and Checklist. The Form shall be submitted with all construction bids in excess of \$200,000, which indicates the bidder’s effort to employ local hire. A copy of the Local Hire Information Form and Checklist is attached as Exhibit A and shall be included in all bid packages with an Engineer’s Estimate over \$200,000. Unless this provision conflicts with a state law, federal law, regulation, or funding requirement, bidders who fail to establish a good faith local hire effort shall be rejected as non-responsive.

2. In the event that two or more bids are the same and the lowest, the City shall award the contract to the bidder that made the most significant effort to employ local residents as indicated on the bidder Local Hire Information form.

C. Local Apprenticeship Program

Unless the provision would conflict with a state law, federal law, regulation, or funding requirements applicable to a particular contract for a public works project, City contracts for public works in excess of \$200,000 shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in an apprenticeship program serving the San Joaquin Valley and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticable craft or trade in which the contractor employs workers in performing any of the work under the contract. A contractor shall evidence its good faith effort by complying with California Labor Code Section 1777.5 and the implementing regulations and seeking apprentices from apprenticeship programs serving San Joaquin County.

A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio consistent with the provisions of the California Labor Code.

This section shall not be construed to exempt a contractor from any otherwise applicable requirement imposed upon the contractor by federal or state law.

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 15<sup>th</sup> day of February, 2012.

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JOANNE L. MOUNCE  
Mayor

Attest:

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RANDI JOHL  
City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1857 was introduced at a regular meeting of the City Council of the City of Lodi held February 1, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held February 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1857 was approved and signed by the Mayor of the date of its passage and the same has been published pursuant to law.

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RANDI JOHL  
City Clerk

Approved as to Form:

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D. STEPHEN SCHWABAUER  
City Attorney

**EXHIBIT A**

**BIDDER LOCAL HIRE  
INFORMATION FORM AND CHECKLIST**

**Bidders are required to complete and submit this Form and Checklist with their bid**

**Project Name:**

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**Bidder's Name:**

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Address

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**Bid Opening Date:** \_\_\_\_\_

<b>LOCAL HIRE INFORMATION</b>	<b>YES</b>	<b>NO</b>
<b>Contractor agrees to attempt to employ local hire in their workforce and the workforce of their subcontractors.</b>		
<b>Contractor agrees to purchase at least one display ad in a newspaper of general circulation in San Joaquin County announcing job opportunities on the construction project and encouraging local residents to apply.</b>		

**Contractor intends to secure his workforce from the following sources (please describe):**

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**LOCAL HIRE INFORMATION CHECKLIST  
CITY OF LODI**

**Please check all boxes that apply:**

- Placed a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.
- Placed a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.
- Advertised existing and projected position vacancies, job informational meetings, job application workshops, and job interviews by posting notices which identify the position(s) to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to post offices and libraries.
- Conducted a job informational meeting to inform the community of employment opportunities of the contractor (may be combined with other contractors).
- Provided ongoing assistance to residents of Lodi and San Joaquin County in completing job application forms.
- Conducted a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry (may be combined with other contractors).
- Conducted job interviews within Lodi and San Joaquin County.
- Advertised valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.
- Any other means of obtaining employees who reside within Lodi and San Joaquin County that are reasonably calculated to comply with the goals of this policy. Please describe:

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**Please provide supporting documentation for all boxes checked. Sign and submit form and checklist with your bid.**

I declare the above information is true and accurate and submitted under penalty of perjury.

By my signature below, I acknowledge that I have met the requirements of the City's local Hire Policy.

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
Name and Title (Print)

## **Construction Contract Documents Instructions to Bidders**

Proposed language to be included in the Construction Contract Documents

### **INSTRUCTIONS TO BIDDERS**

Bids: Bids, to receive consideration, shall be made in accordance with the following instructions.

Local Hire: The City of Lodi has adopted a policy goal to strongly encourage local hire and apprenticeship participation in the construction workforce in accordance with City Council policy. Bidder's attention is directed to the following provisions relating to this policy:

- a. For purposes of this policy only, the definition of contractor is limited to the total workforce of the prime or principal contractor and all subcontractors who will work in San Joaquin County under the construction contract.
- b. A "local hire" is defined as an employee whose residence is within San Joaquin County at the time of opening of bids for the project.
- c. Bidders are to complete the "Bidder Local Hire Information Form and Checklist".

With respect to application of the local hire policy, bidders' attention is directed to the following:

1. The Lodi City Council hereby adopts a policy to strongly encourage, within the constraints of federal and state law, the employment of County residents on City funded construction projects.
2. Bidders on construction projects will be required to complete a Local Hire Information Form to be submitted with construction bids in excess of \$200,000, which indicates the bidder's effort to employ local hire.
3. In the event that two or more bids are the same and the lowest, the City shall award the contract in accordance with the best intended effort of the bidder to employ local residents as indicated on the bidder Local Hire Information Form.
  - a. Contracts estimated by the City to be less than \$200,000 do not have a local hire goal.
  - b. Contracts estimated by the City to cost \$200,000 or more require the successful bidder to demonstrate their attempts to employ local hire.

### Apprenticeship Program:

Unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for a public works project, City contracts for public works in excess of \$200,000 shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a apprenticeship program serving the San Joaquin County and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticeship craft or trade in which the contractor employs workers in performing any of the work under the contract. A contractor may evidence its good faith effort by complying with California Labor Code Section 1777.5 and the implementing regulations and seeking apprentices from apprenticeship programs serving the San Joaquin County.

A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio consistent with the provisions of the California Labor Code or Federal requirements as applicable for federal aid contracts. This section shall not be construed to exempt a contractor from any other applicable requirement imposed upon the contractor by federal or state law.

### **Construction Contract Documents Instructions to Bidders**

Proposed language to be included in the Notice Inviting Bids

#### **NOTICE INVITING BIDS**

The City of Lodi has adopted a policy goal to strongly encourage local hire and apprenticeship participation in the construction workforce in accordance with City Council policy.

- a. Contracts estimated by the City to be less than \$200,000 do not have a local hire goal.
- b. Contracts estimated by the City to cost \$200,000 or more require the successful bidder to demonstrate their attempts to employ local hire.