



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: February 16, 2011

Time: Closed Session 6:45 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

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

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Presentations

- B-1 Stop Human Trafficking Proclamation
- B-2 Quarterly Update by the Greater Lodi Area Youth Commission (COM)

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

- C-1 Receive Register of Claims in the Amount of \$6,227,271.15 (FIN)
- C-2 Approve Minutes (CLK)
 - a) February 1, 2011 (Shirtsleeve Session)
 - b) February 2, 2011 (Regular Meeting)
 - c) February 8, 2011 (Shirtsleeve Session)
- 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 \$5,000 and \$20,000 (CM)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for the Phased Removal and Replacement of 39 Raywood Ash Trees on Lower Sacramento Road Between Elm Street and Tejon Street (PW)

- C-6 Approve Plans and Specifications and Authorize Advertisement for Bids for G-Basin (DeBenedetti Park) Stormwater Pump Station (PW)
- C-7 Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal Service Center Parking Lot Improvements Project (PW)
- C-8 Approve Specifications and Authorize Advertisement for Bids for Standby Generator Maintenance and Repair Contract (PW)
- C-9 Approve Specifications and Authorize Advertisement for Bids for Thermoplastic Equipment Trailer with Pre-Melting Kettles (PW)
- Res. C-10 Adopt Resolution Rejecting All Bids for the Grounding and Fusing of City Streetlight System in Grid A (EUD)
- Res. C-11 Adopt Resolution Approving the Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, OR, and Howard Industries, Inc., of Laurel, MS (\$214,197.27) (EUD)
- Res. C-12 Adopt Resolution Approving the Purchase of Polemount Transformers from HEES Enterprises, Inc., of Astoria, OR (\$64,850.90) (EUD)
- Res. C-13 Adopt Resolution Approving Contract Change Order for Annual Curb, Gutter, and Sidewalk Replacement Contract with Jeff Case Construction Company, of Galt, for 2010/11 and Appropriating Additional Funds (\$50,000) (PW)
- C-14 Authorize the City Manager to Execute Renewal and Amendment to Service Agreement Contract with the San Joaquin County Sheriff's Office for Community Corps for the Period April 1, 2011 Through June 30, 2012 (PR)
- Res. C-15 Adopt Resolution Authorizing the City Manager to Transfer Funds to the Sacramento Municipal Utility District for the Youth Energy Summit Program (EUD)
- C-16 Set Public Hearing for March 16, 2011, 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

- Res. G-1 Public Hearing to Consider Approval of an Amendment of the 2010/11 Action Plan and Reallocation of Available Community Development Block Grant Program Funds (CD)

H. Communications

- H-1 Post for Expiring Terms on the Lodi Improvement Committee (CLK)
- H-2 Appointments to the Lodi Improvement Committee and Site Plan and Architectural Review Committee (CLK)

I. Regular Calendar

- Ord. I-1 Introduce Ordinance Adding Chapter 9.30 to the Lodi Municipal Code Prohibiting the
(Introduce) Establishment and Operation of Medical Marijuana Dispensaries in the City of Lodi (CA)
- I-2 Approve Contract and Art Pieces as Proposed by the Art Advisory Board for the Seward
Johnson Sculpture Exhibit for Display in Downtown Lodi from April 2011 through Mid-July 2011
and Appropriating Funds (COM)
- Res. I-3 Adopt Resolution Approving Amendments to 2005 Americans with Disabilities Act Transition
Plan Related to Grape Bowl (PW)
- Res. I-4 Adopt Resolutions Approving Fiscal Year 2010/11 Mid-Year Budget Adjustments (CM)
Res.
Res.
- I-5 Approve Implementation of a Standard City-Wide 9/80 Work Schedule for City Offices (CM)

J. Ordinances – None

K. Adjournment

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

Randi Johl
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Stop Human Trafficking Proclamation
MEETING DATE: February 16, 2011
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson present a proclamation in support of an event to be held on Saturday, March 5, 2011, to “Stop Human Trafficking.”

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation to support an event, hosted by several agencies, on Saturday, March 5, 2011, to “Stop Human Trafficking.” Joelle Gomez, Executive Director with the Women’s Center of San Joaquin County, and Beverly Lacy, President of Lodi Soroptimist International, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Quarterly Update by the Greater Lodi Area Youth Commission

MEETING DATE: February 16, 2011

PREPARED BY: Lodi Youth Commission Liaison

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

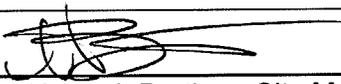
BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission and also recognize the following students that have been honored as Teen of the Month: November 2010, Lauren Mulvanny, December 2010, Celeste Somera; and January 2011, Lea Jones

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.


James M. Rodems
Community Center Director

Prepared by: Brad Vander Hamm, Liaison
Greater Lodi Area Youth Commission

APPROVED: 
Konradt Bartlam, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through January 27, 2011 in the Total Amount of \$6,227,271.15

MEETING DATE: February 16, 2011

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,227,271.15.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,227,271.15 through 1/27/11. Also attached is Payroll in the amount of \$1,245,159.78.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

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Date - 02/02/11

As of Thursday	Fund	Name	Amount
01/27/11	00100	General Fund	1,453,792.63
	00120	Vehicle Replacement Fund	53,037.48
	00160	Electric Utility Fund	3,720,283.02
	00161	Utility Outlay Reserve Fund	97,877.79
	00164	Public Benefits Fund	1,659.65
	00167	Energy Efficiency & CBGP-ARRA	4,500.00
	00170	Waste Water Utility Fund	86,476.91
	00171	Waste Wtr Util-Capital Outlay	183,265.19
	00172	Waste Water Capital Reserve	281.93
	00180	Water Utility Fund	26,326.48
	00181	Water Utility-Capital Outlay	114,899.77
	00210	Library Fund	13,780.25
	00234	Local Law Enforce Block Grant	1,986.81
	00260	Internal Service/Equip Maint	20,901.47
	00270	Employee Benefits	37,469.44
	00300	General Liabilities	15,495.63
	00310	Worker's Comp Insurance	9,708.33
	00321	Gas Tax	1,243.39
	00325	Measure K Funds	16,074.91
	00326	IMF Storm Facilities	36,127.14
	00331	Federal - Streets	241,048.91
	00337	Traffic Congestion Relf-AB2928	19,643.64
	00338	IMF-Regional Transportation	5,035.62
	00340	Comm Dev Special Rev Fund	2,577.95
	00345	Community Center	15,044.51
	00346	Recreation Fund	6,500.73
	00459	H U D	10,304.96
	01250	Dial-a-Ride/Transportation	13,617.08
	01410	Expendable Trust	18,183.53
Sum			6,227,145.15
	00184	Water PCE-TCE-Settlements	126.00
Sum			126.00
Total Sum			6,227,271.15

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	01/23/11	00100	General Fund	705,849.23
		00160	Electric Utility Fund	164,329.82
		00164	Public Benefits Fund	5,354.43
		00170	Waste Water Utility Fund	113,231.04
		00180	Water Utility Fund	326.72
		00210	Library Fund	32,121.79
		00235	LPD-Public Safety Prog AB 1913	2,613.55
		00260	Internal Service/Equip Maint	19,663.85
		00321	Gas Tax	38,465.03
		00340	Comm Dev Special Rev Fund	22,452.38
		00345	Community Center	29,405.44
		00346	Recreation Fund	53,287.56
		01250	Dial-a-Ride/Transportation	7,046.72
Pay Period Total:				
			Sum	1,194,147.56
Retiree	02/28/11	00100	General Fund	51,012.22
Pay Period Total:				
			Sum	51,012.22



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) February 1, 2011 (Shirtsleeve Session)
b) February 2, 2011 (Regular Meeting)
c) February 8, 2011 (Shirtsleeve Session)

MEETING DATE: February 16, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) February 1, 2011 (Shirtsleeve Session)
b) February 2, 2011 (Regular Meeting)
c) February 8, 2011 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 1, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 1, 2011, commencing at 7:00 a.m.

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

Absent: Mayor Pro Tempore Mounce

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

B. Topic(s)

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

City Manager Bartlam and Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the Fiscal Year 2010/11 mid-year reorganization. Specific topics of discussion included reorganization summary for Electric Utility and Parks and Recreation with Community Center, reasons to restructure Electric Utility, current organization chart, proposed reorganization chart, effect on management, summary of position changes, savings from reorganization, intended results, Parks and Recreation and Community Center merger, creation of Community Services Department, current and proposed reorganization for both departments, summary of position changes for merger, full-time staff statistics, expense statistics, benefits, and effects of consolidation.

In response to Council Member Hansen, Mr. Bartlam stated the \$582,759 annual reduction is a result of both proposed reorganizations.

In response to Council Member Hansen, Mr. Bartlam stated there will be some layoffs and transfers but it is difficult to assess exactly which positions will be affected right now because several have bumping rights.

In response to Council Member Katzakian, Mr. Bartlam stated the Electric Operations Superintendent position is a reclassified position.

In response to Council Member Hansen, Mr. Bartlam stated the reorganization is not affecting the City's ability to respond to outages because the front-line functions remain unchanged.

In response to Council Member Hansen, Mr. Bartlam stated the lineman position will continue to remain unfunded as it has been for five years.

In response to Council Member Hansen, Mr. Bartlam stated that, based on the department chart, in the event of an emergency or big storm about 15 people have the ability to respond immediately.

In response to Council Member Hansen, Customer Services and Program Manager Rob Lechner stated the apprenticeship program is working well with the two current apprentices who will have completed the program at the beginning of the next fiscal year.

In response to Council Member Nakanishi, Mr. Bartlam stated the services will remain unchanged and the department is losing personnel in the second tier due to efficiencies that have been created.

In response to Council Member Nakanishi, Mr. Bartlam stated the reorganization information was provided to employees several weeks ago and while some have the ability to transfer, others do not but may have bumping rights.

In response to Council Member Nakanishi, Mr. Bartlam stated the rates and resources staff answers to the Electric Utility Director and the Risk and Oversight Committee, formed in 2006, is responsible for procuring utility purchases with Council approval.

In response to Mayor Johnson, Mr. Lechner stated the energy specialist used to conduct personal residential audits, which are primarily done on line now, and the energy specialist position began to assist with a special project, which provided an opportunity for the position to be reevaluated.

In response to Mayor Johnson, Mr. Lechner stated most of the residential audits can be done on line and on the rare occasion that one needs to be done personally he can still do those based on good customer service. Mr. Lechner stated some solar contractors are also doing audits.

In response to Council Member Hansen, Mr. Lechner stated continued education will help with conservation efforts and most utilities are focusing on the industrial and commercial sector because there is more savings to be realized in those areas.

In response to Council Member Nakanishi, Mr. Bartlam stated that, based on current numbers provided from Northern California Power Agency (NCPA) at last week's Strategic Session, PG&E has higher overall rates than the City, which could be due to greater infrastructure costs and requirements with the Public Utilities Commission.

In response to Mayor Johnson, Mr. Bartlam stated staff will be doing some public outreach with the rates and comparisons provided through the NCPA presentation.

In response to Mayor Johnson, Mr. Bartlam stated the buyer and senior store keeper were part of former decentralization of purchasing and Electric Utility and Water/Wastewater have more of an inventory control and purchasing function.

In response to Myrna Wetzel, Mr. Lechner provided an overview of several school programs Electric Utility provides.

In response to Mayor Johnson, Community Center Director Jim Rodems stated Deanie Bridewell is the Events and Arts Manager.

In response to Council Member Hansen, Mr. Bartlam stated for aquatics staff is trying to bring costs in line with revenue and one full-time position is being transitioned to two part-time positions.

In response to Council Member Hansen, Mr. Rodems stated the pool at the Community Center is used year round but can be managed by the Recreation Supervisor who is aquatics certified and part-time staff can provide on site supervision.

In response to Mayor Johnson, Mr. Rodems stated the Recreation Supervisor is certified and trained in aquatics operations.

In response to Council Member Nakanishi, Mr. Bartlam stated staff is doing outreach regarding the Community Center pool and renovations.

In response to Council Member Hansen, Mr. Bartlam stated future fiscal years will be tough and we will have to keep everything on the table for all departments.

In response to Mayor Johnson, Mr. Bartlam stated the maintenance proposal for Parks and Recreation does not affect the work being performed by United Cerebral Palsy.

In response to Mayor Johnson, Recreation Commission Chair David Aiken stated the Commission will be discussing the matter of the reorganization and merger of Parks and Recreation with the Community Center at the next Commission meeting.

In response to Myrna Wetzel, Mr. Bartlam stated that the proposed merger does not affect Camp Hutchins.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:05 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 2, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 2, 2011, was called to order by Mayor Johnson at 6:00 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:30 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:03 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

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

A. Call to Order / Roll call

The Regular City Council meeting of February 2, 2011, was called to order by Mayor Johnson at 7:03 p.m.

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

Absent: None

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

B. Presentations

B-1 Learning Link Week Proclamation

Mayor Johnson presented a proclamation to Cyndi Carter, Learning Link Coordinator with the Lodi News-Sentinel, proclaiming the week of January 30 - February 5, 2011, as "Learning Link Week" in the City of Lodi.

B-2 Breakthrough Project Certificate of Recognition

Mayor Johnson presented a Certificate of Recognition to Linda Hammons and Reverend Helen Mansfield, representing the Breakthrough Project, a non-profit organization created 13 years ago to provide aid and support to victims of hate crimes, coordinate efforts with local law enforcement agencies, and provide educational and cultural awareness programs in the community.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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

Claims were approved in the amount of \$8,953,463.64.

C-2 Approve Minutes (CLK)

The minutes of January 18, 2011 (Shirtsleeve Session), January 19, 2011 (Regular Meeting), and January 25, 2011 (Shirtsleeve Session) were approved as written.

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

Received the report of sale of surplus equipment.

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

This item was pulled for further discussion by Ed Miller, a member of the public.

In response to Ed Miller, Mr. Bartlam stated the proposed item is to obtain proposals only at this time, the \$65,000 is an estimate, and staff is in the process of reviewing the maintenance needs for all substations and will be bringing that information back to the City Council for consideration.

Mayor Pro Tempore Mounce made a motion, second by Mayor Johnson, to approve request for proposals and authorize advertisement for the inspection, adjustments, and maintenance tests of two power transformers at Henning Substation.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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

Adopted Resolution No. 2011-12 accepting the improvements under contract for Water Main Replacement Program, Project No. 3, and appropriating funds in the amount of \$110,000.

C-6 Adopt Resolution Approving Improvement Deferral Agreement for 217 East Lockeford Street (PW)

Adopted Resolution No. 2011-13 approving Improvement Deferral Agreement for 217 East Lockeford Street.

C-7 Adopt Resolution Authorizing the City Manager to Execute Consignment Agreement for San Joaquin Regional Transit District Ticket Sales at Lodi Transit Station (PW)

This item was pulled for further discussion by Mayor Pro Tempore Mounce and Robin Rushing, a member of the public.

Robin Rushing spoke of his concerns regarding the City obtaining a commission and the decline in ridership service for City of Lodi residents in comparison to others in the County.

In response to Mayor Pro Tempore Mounce, Public Works Director Wally Sandelin stated the City receives \$100 to \$400 in commission after \$6,000 in sales are achieved, currently the City sells approximately \$8,000 in tickets, the City has had the current service for 11 years, there is not much of a staff burden for those already selling other tickets at the modal station, and there is a different commission structure for Amtrak and Greyhound without a minimum.

In response to Mayor Johnson, Mr. Sandelin stated MV is not providing additional staff or charging the City more for selling San Joaquin Regional Transit District (SJRTD) tickets, which is incidental to the sale of other tickets at the modal station.

Mayor Johnson requested that additional information regarding the SJRTD agreement be provided at a future Shirtsleeve Session and a representative of SJRTD be invited as well.

Mayor Pro Tempore Mounce made a motion, second by Mayor Johnson, to adopt Resolution No. 2011-14 authorizing the City Manager to execute Consignment Agreement for San Joaquin Regional Transit District ticket sales at Lodi Transit Station.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-8 Set Public Hearing for February 16, 2011, to Consider the Approval of an Amendment of the 2010/11 Action Plan and Reallocation of Available Community Development Block Grant Program Funds (CD)

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

In response to Council Member Nakanishi, Mr. Bartlam stated the current item on the agenda is to set the public hearing only and specific information regarding the reallocation of Community Development Block Grant funds as it relates to water meters will be provided at the hearing.

Mayor Johnson made a motion, second by Mayor Pro Tempore Mounce, to set public hearing for February 16, 2011, to consider the approval of an amendment of the 2010/11 Action Plan and reallocation of available Community Development Block Grant Program funds.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

D. Comments by the Public on Non-Agenda Items

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

Robin Rushing spoke regarding his concerns about the regulation and availability of K2, a marijuana-like narcotic, to the youth of the City.

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

Council Member Nakanishi stated that the pool at Hutchins Street Square is not closing permanently as some reports have indicated, although it may be closed temporarily for some repairs.

Mayor Pro Tempore Mounce asked that the City make available to citizens a smoothing out program for utilities, similar to that provided by PG&E.

Council Member Hansen reported on his attendance at the Northern California Power Agency Strategic Planning Session and the San Joaquin Council of Governments meeting where specific topics of discussion included the issuance of \$225 million in bonds for various projects, including the Port of Stockton maritime project.

Mayor Johnson commended the City Manager for his efforts associated with the Budget Strategy meetings to be held on the 1st and 3rd Tuesdays of the month and discussed joint ventures with cities and the County to better utilize resources.

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

City Manager Bartlam stated the City does currently have a smoothing out program for utilities based on averages and will conduct more outreach to advertise the program.

G. Public Hearings - None

H. Communications - None

I. Regular Calendar

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

City Clerk Randi Johl provided a brief introduction into the subject matter of the appointment process for boards, committees, and commissions as set forth in the staff report.

In response to Mayor Pro Tempore Mounce, Ms. Johl stated the City's appointment process is similar to other jurisdictions and the Mayor typically conducts some interview process of the applicants, whether by telephone or personally.

In response to Council Member Hansen, Ms. Johl stated the City currently has staggered terms and a notification and thank-you process, although it is not specifically set forth in the policy.

Ed Miller spoke in regard to his ability to understand what the actual problem is that warrants the pending discussion regarding the appointment process.

Laurie Lanie spoke in favor of a more formalized interview process to ensure fairness and consideration of every application.

Mayor Pro Tempore Mounce made a motion, second by Council Member Nakanishi, to revise the boards, committees, and commissions appointment policy to include the specific follow-up process and indicate that the applicants shall be interviewed by the Mayor.

VOTE:

The above motion carried by the following vote:

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

Noes: Mayor Johnson

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:22 p.m., in memory of Robert Holm, former City of Lodi Finance Director who passed away on January 30, 2011.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 8, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 8, 2011, commencing at 7:00 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Discuss Lodi Budget/Finance Committee (CM)

City Manager Rad Bartlam provided a brief overview of the status of the Lodi Budget/Finance Committee as set forth in the staff report and the City Council request to bring the matter forward for consideration.

In response to Council Member Nakanishi, Deputy City Manager Jordan Ayers and City Attorney Schwabauer stated the Committee was formed in 2005, it was Council-driven based upon a desire to review budget related topics, the Committee workload was submitted through the City Manager, and there are some personnel related costs for overtime although the majority of the staff work is completed by those that are exempt.

The City Council generally discussed amongst themselves various matters related to the current Budget and Finance Committee status including the intent of formation, the previous workings of the Efficiency Committee, frustration of past Committee members regarding the lack of purpose and direction, the lack of similar budget related citizen committees in the County, the role of the Committee to review and provide direction versus setting policy, and potential future work product for the Committee.

In response to Council Member Nakanishi, Mr. Ayers stated one of the most important items to come from the Committee in the past has been the General Fund Reserve Policy and topics for the future could include the policies associated with vehicle replacement, capital maintenance and improvement, and dependent funds.

Budget and Finance Committee Chair Bob Takeuchi provided an overview of the Committee's status since its inception and specifically discussed his desire for the Committee to continue through citizen involvement with a specified purpose and regular meetings with the City Council.

The City Council provided general direction to staff to draft a revised resolution setting forth the specific purpose of the Committee, with a time frame for the Committee to become functional, and hold further appointments to the Committee pending said Council consideration of the revised resolution.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

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

ATTEST:

Randi Johl
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 16, 2011

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, 2010 is \$66,250,156.51. The average annualized return on all invested funds over the quarter has been 0.48 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, 2010 INVESTMENT STATEMENT

Local Agency Investment Funds *	82.8% of Portfolio	
Average interest earnings as of 12-31-10	0.48%	
LODI	Local Agency Inv Fund (LODI)	30,793,230.10
LPIC	Local Agency Inv Fund (LPIC)	24,095,720.49
	Subtotal LAIF	54,888,950.59
Certificates of Deposit	0.8% of Portfolio	
matures 03/08/2011	Bank of Ag. & Comm. (cost) 1.21% int.	250,000.00
matures 03/03/2011	UMPQUA Bank (cost) 1.26% int.	250,000.00
	Subtotal CD	500,000.00
Passbook/Checking Accounts	16.4% of Portfolio	
Farmers & Merchants	demand account - no interest earnings	**1,651,902.84
Farmers & Merchants - Money Mkt.	0.55% interest earnings	1,891,978.50
Farmers & Merchants - Payroll	demand account - no interest earnings	54,345.45
Farmers & Merchants - Central Plume	demand account - no interest earnings	9,191.40
Farmers & Merchants - CP Money Mkt.	0.55% interest earnings	7,253,787.73
	Subtotal P/C Accts	10,861,205.92
	 TOTAL	 \$66,250,156.51

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

2/9/11

 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 \$5,000 and \$20,000

MEETING DATE: February 16, 2011

PREPARED BY: Purchasing Technician

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$5,000 and \$20,000.

BACKGROUND INFORMATION: During the 4th calendar quarter of 2010, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through PP.

Exh	Date	Contractor	Project	Award Amt.
A	10/5/10	Wesco Graphics, Inc.	Community Activity Guide/Winter/Spring 2011	8,279.40
B	10/6/10	Eagle's Nest Harley Davidson	Harley Davidson Roadking 2011	10,092.86
C	10/6/10	Foster Flow Control	White Slough Valve Replacements	5,063.23
D	10/6/10	Bobcat Central, Inc.	White Slough Utility Vehicle Replacement	11,382.27
E	10/6/10	MarTech, Inc.	White Slough Biosolids Pump Modifications	17,864.86
F	10/13/10	Maita Chevrolet	Replacement Vehicle for Partners	13,000.00
G	10/13/10	Proglass, Inc.	Electric Utility Inventory	5,744.61
H	10/13/10	CarteGraph	Computerized Maintenance Management Software License & Support Renewal	6,334.70
I	10/19/10	Old Castle Precast	Electric Utility Inventory	11,908.13
J	10/19/10	ICR Refrigeration, Inc.	Emergency Repair Work Lodi Police Department, New Compressor	5,689.99
K	10/19/10	Stella Jones	Electric Utility Inventory	7,721.25
L	10/21/10	HD Supply-Benicia	Electric Utility Inventory	12,060.49
M	10/21/10	Pace Supply Corp.	Oak & Garfield Taps	5,817.04
N	10/21/10	Pace Supply Corp.	Reynolds Ranch Shopping Center	5,137.35
O	10/21/10	Downtown Ford Sales of Sacramento	Pickup Truck 04-122 Purchase	17,440.90
P	10/25/10	Sierra Foothill Laboratory	WSWPCF Three Species Toxicity Testing	8,925.00
Q	10/26/10	Holt of California	W/WW Wacker Tamper/Pneumatic Pump	9,544.99
R	10/26/10	Survallent Technology	SCADA Software Support	11,150.00
S	10/28/10	Info USA Marketing, Inc.	Reference Services	8,335.00
T	11/2/10	Collision Forensic Solutions	Software for Vehicle Collision Tracking	19,112.81
U	11/3/10	Firstline Gloves	EMS Gloves	5,372.25
V	11/3/10	Republic Sales & Manufacturing	White Slough Digester Mixing System Blower	9,349.94
W	11/4/10	Valley Forklift	White Slough Forklift	12,778.13
X	11/8/10	Sage Designs	Remote Telemetry Unit Replacement	16,567.10
Y	11/8/10	Keystone Ridge Designs	East Lodi Avenue Street Furnishings	7,456.02
Z	11/10/10	TestAmerica	White Slough WPDF Dioxin Testing	15,600.00
AA	11/11/10	McGard, Inc.	Electric Utility Inventory	7,433.06
BB	11/16/10	Fisher Scientific	Safety Equipment	12,287.96
CC	11/18/10	Tri-American, Inc.	Crackfill Maintenance Product	6,938.25
DD	11/10/10	Diamond Truck Body Mfg., Inc.	Utility Truck Body – Vehicle #50	9,004.50

APPROVED: _____
Konradt Bartlam, City Manager

EE	11/10/10	Diamond Truck Body Mfr., Inc.	Utility Truck Body – Vehicle #93	9,493.88
FF	11/17/10	Univar USA, Inc.	Sodium Hydroxide	19,248.75
GG	11/17/10	General Pacific	AMR Project	18,387.34
HH	11/19/10	Municipal Maintenance Equip.	Nozzles for Sewer Cleaning	5,410.53
II	11/30/10	Allstar Fire Equipment Inc.	Fire Hose	9,281.82
JJ	11/30/10	GCS Environmental Equip. Svc	Street Sweeper Truck Auxiliary Engine Repair	6,513.10
KK	12/1/10	Entisys Solutions, Inc.	Mass Storage Device	19,977.02
LL	12/7/10	Basic Laboratory	White Slough WPCF NPDES Waste Characterization	16,392.00
MM	12/9/10	All Phase Electric Supply	Electric Utility Inventory	7,134.44
NN	12/14/10	Infinity-Micro	Switch Replacement	6,443.44
OO	12/14/10	Gexpro	Cottage Bakery	16,627.55
PP	12/22/10	Western Safety Products	Confined Space Entry Safety Equip.	6,263.74

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2010-2011 Financial Plan.

FUNDING: Funding as indicated on Exhibits.

Jordan Ayers, Deputy City Manager

JA/sm

Attachments

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: The City of Lodi-Community Activity Guide/Winter/Spring 2011
 DEPARTMENT: Division of Arts & Culture/Community Center & Parks & Rec Department
 CONTRACTOR: Wesco Graphics, Inc.
 AWARD AMOUNT: \$8,279.40
 DATE OF RECOMMENDATION: October 5, 2010

BIDS OR PROPOSALS RECEIVED:

Wesco Graphics, Inc.	\$8,279.40	Complete job
Commerce Printing	\$8,470.00	Complete job
Casey Printing	\$8,746.00	Complete job

“NO BID” or NO RESPONSE RECEIVED:

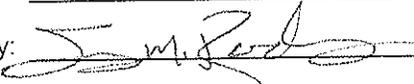
BACKGROUND INFORMATION & BASIS FOR AWARD:

Wesco Graphics, Inc. offers a complete production and a high quality product at the lowest competitive price.

FUNDING: 345026.7301
 346011.7301

Prepared by: Diane C. Amaral

Title: Program Coordinator

Reviewed by: 

Purchase Order No.

EXHIBIT B

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Replacement Vehicle for 05-047 Harley Davidson
DEPARTMENT: Police
CONTRACTOR Eagles Nest Harley Davidson
AWARD AMOUNT: \$10,092.86
DATE OF RECOMMENDATION: 10/6/10

BIDS OR PROPOSALS RECEIVED:

Eagles Nest	\$10,092.86
Mitchell's Modesto Harley	\$9,710.91
Sacramento Harley	\$20,515.40

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Recommend bid be awarded to Eagles Nest Harley as the purchase order was issued to Eagles Nest. Eagles Nest refused to cancel the order resulting in large penalties or possible litigation. Item taken to City Council Per resolution 2011-07

FUNDING: 1201031.7851 (Fleet 10/11 year)

Prepared by: Jeanie Biskup

Title: Management Analyst

Reviewed by: *Amy Benjamin*

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Valve Replacements
DEPARTMENT: Public Works
CONTRACTOR Foster Flow Control
AWARD AMOUNT: \$5,063.23
DATE OF RECOMMENDATION: October 6, 2010

BIDS OR PROPOSALS RECEIVED:

Foster Flow Control	\$5,063.23
Buttes Center State Pipe & Supply Co.	No response
T & T Valve and Instrument	No response

"NO BID" or NO RESPONSE RECEIVED:

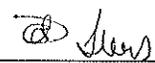
BACKGROUND INFORMATION & BASIS FOR AWARD:

This purchase will involve the replacement of several valves at various locations at the White Slough Treatment Facility. Five of the valves have been in service since 1989 and are being replaced due to wear and tear. The other two valves are being replaced to improve operation of the pump system they are associated with.

FUNDING: 170403.7331

Prepared by: Del Kerlin 

Title: W,T, Superintendent

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Utility Vehicle Replacement
DEPARTMENT: Public Works
CONTRACTOR Bobcat Central Inc.
AWARD AMOUNT: \$11,382.27
DATE OF RECOMMENDATION: October 6, 2010

BIDS OR PROPOSALS RECEIVED:

Bobcat Central Inc.	\$11,382.27
Garton Tractor Inc.	\$11,393.13
Woodland Tractor	\$13,252.71

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This vehicle has been budgeted for purchase during the 2010-2011 fiscal year to replace a 2000 Kawasaki Utility Vehicle. The budgeted amount was \$12,000. This vehicle meets the City of Lodi's fleet policies and procedures criteria for replacement.

The 2000 Kawasaki utility vehicle is 10 years old and has 2,060 hours on the vehicle, thereby meeting the minimum criteria of 10 years. The vehicle over heats, the transmission is noisy, and is difficult to shift at times. The cost of repairs to date is \$7,227.19 considering the cost of replacement verses the cost of ongoing maintenance it is recommended this vehicle be replaced.

FUNDING: 1711201.7851

Prepared by: Del Kerlin 

Title: W. T. Superintendent

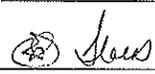
Reviewed by: 

EXHIBIT E

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Biosolids Pump Modifications
DEPARTMENT: Public Works
CONTRACTOR MarTech Inc.
AWARD AMOUNT: \$17,864.86
DATE OF RECOMMENDATION: October 6, 2010

BIDS OR PROPOSALS RECEIVED:

MarTec Inc.	\$17,864.86
Industrial Electrical Co.	\$18,492.13
PAC Machine Co.	\$29,028.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The current pumping system has been used at White Slough to pump biosolids to the City's land application sites since 1989. The current unit utilizes a diesel motor to drive the hydraulic pumping system. Recent changes to California Air Board requirements have mandated that the diesel is no longer compliant. The modifications will entail replacing the diesel with an electric motor.

FUNDING: 172030.1829.1800

Prepared by: Del Kerlin 

Title: W,T, Superintendent

Reviewed by: _____

EXHIBIT F

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Replacement Vehicle for Partners Volunteers
DEPARTMENT: Police
CONTRACTOR Maita Chevrolet
AWARD AMOUNT: \$13,000.00
DATE OF RECOMMENDATION: 10/19/10

BIDS OR PROPOSALS RECEIVED:
Maita Chevrolet \$13,000.00

"NO BID" or NO RESPONSE RECEIVED:

Sanborn Chevrolet

Geweke Ford

Enterprise car rental

Hertz car rental

BACKGROUND INFORMATION & BASIS FOR AWARD:

After researching prices and working with multiple dealers and rental car companies a 2007 Ford Van was available at Maita Chevrolet for \$13,000.

This vehicle was purchased to replace vehicle 05-D109 that was no longer in running condition. Funds from the Partners Trust Account were used for the full purchase price of the vehicle and the vehicle was donated to the City of Lodi for use by the Partners.

FUNDING: 1410.2357.1 Partners Trust Account

Prepared by: Jeanie Biskup,

Title: Management Analyst

PO 19917

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR: Proglass Inc
AWARD AMOUNT: \$5,744.61
DATE OF RECOMMENDATION: October 13, 2010

BIDS OR PROPOSALS RECEIVED:
Proglass Inc \$5,744.61

“NO BID” or NO RESPONSE RECEIVED:

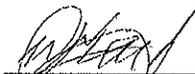
BACKGROUND INFORMATION & BASIS FOR AWARD:

This item is for the Electric Inventory. These items will be used in new construction, and also repair of existing equipment. Proglass Inc is the only approved manufacture of this type of equipment. The Purchase Order was issued to Proglass based on this information.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by:  _____



PROGLASS, INC.

A Subsidiary of Power Glass, Inc.
Post Office Box 581
Wauna, Washington 98395

August 5th, 2010

To: City of Lodi
From: Jim Holland President ProGlass, Inc.
Re: Use of Distributors

To whom it may concern,

ProGlass, inc. does not use distributors when selling products to the City of Lodi. We sell directly and ship product directly to the city of Lodi.

Please feel free to call me with any questions or concerns on this matter.

Thank you,



Jim Holland
President
ProGlass, Inc.
Office: 253-884-4008
Fax: 253-884-5064
www.proglassinc.com
sales@proglassinc.com

REQUEST FOR CONTRACT AWARD

PROJECT NAME: Computerized Maintenance Management Software license and support renewal

DEPARTMENT: Public Works

CONTRACTOR CarteGraph Systems, Inc.

AWARD AMOUNT: \$6,334.70

DATE OF REQUEST: October 13, 2010

BIDS OR PROPOSALS RECEIVED:

CarteGraph Systems, Inc. \$6,334.70

“NO BID” or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

On November 5, 2008, Council passed Resolution 2008-208 approving the purchase of Computerized Maintenance Management Software (CMMS). This software purchase was in response to the Statewide General Waste Discharge Requirement (WDR) No. 2006-003. The purpose of this order is to facilitate the proper funding and management of sanitary sewer systems statewide. The software has allowed the WWW Division to better schedule work, improve tracking capabilities, and enhance the ability to monitor performance of the preventive maintenance (PM) program to meet the goals of the WDR. This software is also enhancing the capabilities of the water operations, including maintenance, scheduling and performance.

This license renewal covers not only the software license renewal but covers all upgrades, technical support, and training needs for the Division. This is an ongoing annual renewal, and the software is now integrated into the operations of the Division. In an effort to maintain the consistency and investment of previous work, staff is recommending the renewal of this software license to CarteGraph Systems, Inc.

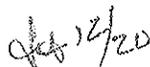
FUNDING:

180451.7369 \$3,167.35 50%
170401.7369 \$3,167.35 50%

Prepared by: Kevin Gaither

Title: Water Services Technician

Reviewed by: 



Purchase Order No. ?

EXHIBIT I

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR Old Castle Precast
AWARD AMOUNT: \$11,908.13
DATE OF RECOMMENDATION: 10/19/10

BIDS OR PROPOSALS RECEIVED:

Old Castle Precast	\$11,908.13
Jensen Precast	\$13,909.13

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This item is for the Electric Inventory. This item will be used in new construction, and also repair of existing equipment. Old Castle Precast and Jensen Precast are the only known suppliers of this equipment. Old Castle purchased Utility Vault Company. Old Castle is the responsible low bidder for this order.

FUNDING: 160.1496

Prepared by: Randy Lipelt _____

Title: Buyer _____

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Emergency Repair Work for the Lodi Police Department
 Replace HVAC #2 Compressor
DEPARTMENT: Public Works Department
CONTRACTOR ICR Refrigeration, Inc.
AWARD AMOUNT: \$5,689.99
DATE OF RECOMMENDATION: October 19, 2010

BIDS OR PROPOSALS RECEIVED:

ICR Refrigeration, Inc.	\$ 5,690.00
Lodi Services Heat & Cooling	\$ 7,975.00

"NO BID" or NO RESPONSE RECEIVED:

Henderson Brother's of Lodi

BACKGROUND INFORMATION & BASIS FOR AWARD:

This purchase order is being issued for emergency repair work for the Lodi Police Department, 215 West Elm Street, Lodi. Replacement of HVAC #2 compressor. Services to include removal of old equipment, installation of new compressor, liquid line drier, sight glass with moisture indicator, evacuate system, charge with recovered R-22 and adjust oil level.

FUNDING: 103511.7331

Prepared by: Dennis Callahan *DJC*

Title: Fleet & Facilities Manager

Reviewed by: Wally Sandel

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR Stella Jones
AWARD AMOUNT: \$7,721.25
DATE OF RECOMMENDATION: 10/19/10

BIDS OR PROPOSALS RECEIVED:

Stella Jones	\$7,721.25
McFarland Cascade	\$7,949.63
The Oeser Company	\$8,906.63
Bell Lumber & Pole Company	\$13,224.00

"NO BID" or NO RESPONSE RECEIVED:

Pennington Crossarm Company
Bridewell Resources
Nevada Wood Preserving

BACKGROUND INFORMATION & BASIS FOR AWARD:

These wood poles are for the Electric Inventory. They will be used in new construction, and also replacement of deteriorated poles in the system. Stella Jones is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR HD Supply-Benicia
AWARD AMOUNT: \$12,060.49
DATE OF RECOMMENDATION: 10/21/10

BIDS OR PROPOSALS RECEIVED:

HD Supply-Benicia	\$12,060.49
See Additional Sheet. HD Supply-Benicia only vendor to bid on all items of Purchase Order	
	\$0.00

“NO BID” or NO RESPONSE RECEIVED:

All-Phase
GEXPRO
Rexel
Intraline

BACKGROUND INFORMATION & BASIS FOR AWARD:

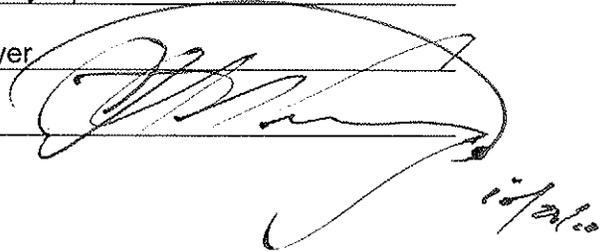
These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed parts in the system. HD Supply-Benicia is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: _____



A large, stylized handwritten signature is written over the signature line. To the right of the signature, the initials 'i/ale' are written.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Oak And Garfield Taps
DEPARTMENT: Water/Waste Water Dept.
CONTRACTOR Pace Supply
AWARD AMOUNT: \$5,817.04
DATE OF RECOMMENDATION: Oct 21,2010

BIDS OR PROPOSALS RECEIVED:

Pace Supply	\$5,817.04
Ferguson Enterprises	\$7,035.04
Corix Water Products	\$7,393.68

"NO BID" or NO RESPONSE RECEIVED:

Stockton Windustrial	No Bid
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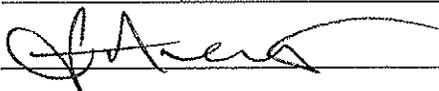
BACKGROUND INFORMATION & BASIS FOR AWARD:

Material needed for hot taps, For new service!

FUNDING:

Prepared by: Shawn Tallerico

Title: Sr. Storekeeper

Reviewed by:  _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Reynolds Ranch Shopping Center
DEPARTMENT: Water/Waste Water Dept.
CONTRACTOR City Of Lodi/ Water Dept.
AWARD AMOUNT: \$5,137.35
DATE OF RECOMMENDATION: Oct 21,2010

BIDS OR PROPOSALS RECEIVED:

Pace Supply	\$5,137.35
Corix Water Products	\$5,775.63
Ferguson Enterprises	\$5,892.95

"NO BID" or NO RESPONSE RECEIVED:

Stockton Windustrial	No Bid
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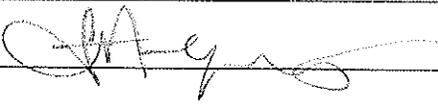
BACKGROUND INFORMATION & BASIS FOR AWARD:

Material need for hot taps, For new service!

FUNDING:

Prepared by: Shawn Tallerico

Title: Sr. Storekeeper

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Pickup Truck 04-122 Purchase
DEPARTMENT: Public Works
CONTRACTOR Downtown Ford Sales of Sacramento
AWARD AMOUNT: \$17,440.90
DATE OF RECOMMENDATION: October 21, 2010

BIDS OR PROPOSALS RECEIVED:

Downtown Ford Sales of Sacramento	\$17,440.90
Big Valley Ford of Stockton	\$18,620.00
Sanborn Chevrolet, Inc of Lodi	\$19,269.31
U-Haul of Fresno, CA (pre-owned)	\$17,064.25

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Fleet Service Division has a 1989 Dodge D100 pickup that is approximately 21 years old and has 144,726 miles thereby meeting the minimum replacement criteria of 10/15 years and or 120,000 miles. The cost of repairs and preventative maintenance to date are \$32,643.01.

Current State of California vehicle contract #1-10-23-20 is recommended to be used for this purchase.

FUNDING: Vehicle Replacement Fund

Prepared by: Dennis J. Callahan *DJC*

Title: Fleet and Facilities Manager

Reviewed by: Wally Sander

Purchase Order No. 9927-000

EXHIBIT P

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough WPCF Three Species Toxicity Testing
DEPARTMENT: Public Works
CONTRACTOR Sierra Foothill Laboratory
AWARD AMOUNT: \$8,925.00
DATE OF RECOMMENDATION: October 25, 2010

BIDS OR PROPOSALS RECEIVED:

Sierra Foothill Laboratory	\$8,925.00
Block Environmental	\$9,600.00
Aqua Science	\$18,750.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Contract to perform quarterly three species toxicity testing through June 2011. The testing is required by and to comply with the City's NPDES permit for the White Slough WPCF.

FUNDING: 170403.7323

Prepared by: Michael Schafer

Title: Lab/Environ. Comp. Superintendent

Reviewed by:  _____

REQUEST FOR CONTRACT AWARD

PROJECT NAME: Water/Wastewater Division Wacker Tamper/Pneumatic Pump Replacement

DEPARTMENT: Public Works

CONTRACTOR Holt of California

AWARD AMOUNT: \$9,544.99

DATE OF RECOMMENDATION: October 26, 2010

BIDS OR PROPOSALS RECEIVED:

Holt of California	\$9,544.99
--------------------	------------

“NO BID” or NO RESPONSE RECEIVED:

California Diamond Products (No quote submitted on pumps just compactors.)	\$6,707.20
Capital Air Tools (Didn't quote Wacker brand compactor and pump quote was higher than Holt.)	\$9,193.70

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Water/Wastewater Division has 2 soil compactors that have reached their useful life. Unit 04-310 is a 1993 model and Unit 04-352 is a 2001 model. These units are used daily by the Water/Wastewater Division to compact trench backfill material on maintenance projects. The Division requested quotes specifically for the Wacker brand compactors because they have proven to be the most reliable and efficient to operate.

The CP10 submersible pumps (3 units total) are replacing worn out pumps on three of the Water/Wastewater Division service trucks. These units are used daily to pump water out of excavations so crews can make repairs on water services and mains.

FUNDING:

Prepared by: Charles E. Swimley, Jr.

Title: Deputy Public Works Director-Utilities

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: SCADA - software support

DEPARTMENT: ELECTRIC UTILITY

CONTRACTOR: Survalent Technology

AWARD AMOUNT: \$ 11,150.00

DATE OF RECOMMENDATION: 10-26-10

BIDS OR PROPOSALS RECEIVED:

Survalent Technology
2600 Argenta road
Mississauga, Ontario
L5N 5V4 Canada

See Quote # Q10-10-1391 . Attached

"NO BID" or NO RESPONSE RECEIVED:

1

BACKGROUND INFORMATION & BASIS FOR AWARD:

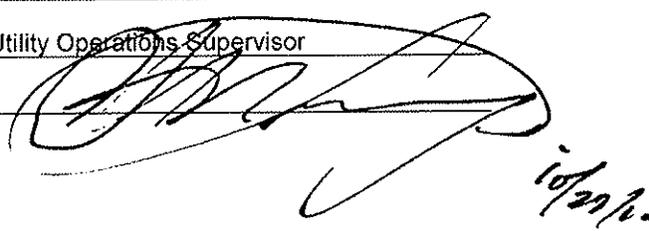
Survalent Technology provides the SCADA system for that controls the Water, Electric Storm and Lifts station. A annual service agreement ensure our staff with technical support and software updates. This is a 12 month annual service agreement.

FUNDING:

Prepared by: Abel Palacio Sr,

Title: Utility Operations Supervisor

Reviewed by: _____



Purchase Order No.



2600 Argentia Road
 Mississauga, Ontario
 L5N 5V4 Canada
 Phone: (905) 826-5000
 Fax: (905) 826-7144
 www.survalent.com

Prepared for: CITY OF LODI

This quotation remains valid for 90 days from date below. Prices and/or delivery may be subject to revision after 90 days.

Reference:	Date: October 20, 2010
------------	------------------------

Quote/Rev #	Terms	Shipment	Shipping Terms	Currency
Q10-10-1391	Net 30 days	1 week from receipt of purchase order	N/A	USD

Item	Quantity	Description	Line Total
1	1Year	Gold Service/Annual Software Support/Maintenance:	
		<u>\$8,900.00 per Dual Redundant Master Station:</u>	\$ 8,900.00
		Windows based with 2 Operator Workstations	
	2 WS	(\$850.00 per workstation)	\$ 1,700.00
		\$550.00 for support of WebSurv	\$ 550.00
		<u>Standard service includes:</u>	
		- Business hour Hot-line support, telephone support from 8:00 AM to 6:00 PM EST	
		- Annual software upgrade(s)*	
		Free after hours support calls **.	
		Access to Survalent's User Support site:	
		o Software downloads	
		o Knowledge base articles	
		o Online manuals	
		o User support forums	
		* Survalent Technology does not keep backup copies of customer data. Customers are responsible for ensuring their data is backed-up and kept in a secure location.	
		** Limit of 2 calls per year, after a fee of \$1,000 per call will be charged.	
		Total:	\$ 11,150.00



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2	1Year	<p>Optional Service Tier:</p> <p>Platinum Service/Annual Software Support/Maintenance:</p> <p><u>\$17,800.00 per Dual Redundant Master Station:</u> Windows based with 2 Operator Workstations (\$1,700.00 per workstation) \$1,100.00 for support of WebSurv</p> <p><u>Standard service includes:</u> - Business hour Hot-line support, telephone support from 8:00 AM to 6:00 PM EST - Annual software upgrade(s)* Unlimited after hours support calls. - Call response priority is 1st, within 24 hours. 1 week of training at 2600 Argentia at no charge or *** 1 week on-site consulting visit by an STC systems engineer ** 1 free training course per year at any STUG or Regional training event ***</p> <p>Access to Survalent's User Support site:</p> <ul style="list-style-type: none"> o Software downloads o Knowledge base articles o Online manuals o User support forums o Online trouble ticketing/tracking <p>* Survalent Technology does not keep backup copies of customer data. Customers are responsible for ensuring their data is backed-up and kept in a secure location.</p> <p>** <i>Travel & expenses are billed to the customer at cost</i> *** <i>Limited to 3 personnel</i></p>	Pricing Upon Request
		<p>Multiple year support: After 2nd year, 5% discount per year to a maximum of 25% for 5 years.</p>	

Subtotal	TBA
Sales Tax	TBA
Grand Total	TBA

Prepared by: Lee Schwab, lschwab@survalent.com



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TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF ORDERS

Purchaser's offer to buy based on Survalent Technology Corporation's quotation or proposal shall be subject to the acceptance of Survalent Technology Corporation in Mississauga, Ontario. Should the Purchaser's order include changes or additions to specifications which are not included in Survalent Technology Corporation's quotation or proposal, acceptance and acknowledgment of the order by Survalent Technology Corporation shall not be deemed a waiver of Survalent Technology Corporation's right to make additional charges for such changes or additions. In addition, Survalent Technology Corporation shall, in event of changes or additions to specifications made after receipt of an order, make whatever charges are necessitated.

TITLE

The title, ownership, and right of property of the equipment sold hereunder shall remain with Survalent Technology Corporation, and such equipment shall remain personal property until all payments, including deferred payments, shall have been paid in full, and the Purchaser shall do all that is necessary to maintain such right and title in Survalent Technology Corporation. The Purchaser shall assume all risk of loss or damage incurred after the equipment is delivered.

TERMS OF PAYMENT

Invoiced amounts are due in full net 30 days. Overdue amounts are subject to 1.5% interest charge per month (18% per annum). These terms are extended to Purchasers for domestic shipment only and are subject to approval by Survalent Technology Corporation's Credit Department. Terms of payment on orders for export shipment are full cash with order unless specified otherwise in our quotation. Survalent Technology Corporation reserves the right to suspend shipments and to change the terms of payment at any time, should doubt arise as to the financial responsibility of the Purchaser. Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when Survalent Technology Corporation is prepared to make shipment. If Survalent Technology Corporation is delayed by the Purchaser, payment shall be based on the contract price and percentage of completion.

PROGRESS PAYMENTS

Survalent Technology Corporation will invoice the Purchaser for percentages of job completion as per agreed schedule, on all contracts over \$30,000, unless other terms are mutually agreed upon and specified in our quotation. Such invoices are subject to Terms of Payment above.

HOLDBACKS

All holdbacks are limited to 10% of the contract amount and to 90 days after delivery of the equipment to the carrier. Holdbacks required for periods longer than 90 days carry an interest charge of 1.5% per month (18% per annum). Holdbacks do not apply to amounts invoiced for taxes, freight, spare parts, documentation and commissioning.

SHIPMENT

Shipping promises are approximate and are based upon factory conditions at the time of quotation. They are subject to modification depending upon conditions existing at the time Purchaser's order is received. Shipping promises are also based upon receipt of complete and final specifications with order. Any changes or additions made to the Purchaser's specifications after an order is accepted and acknowledged will require that shipment be



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rescheduled based upon date of receipt of final specifications and upon factory conditions existing at that time. Delivery of the equipment hereunder shall be made F.O.B. factory, unless otherwise agreed upon. Survalent Technology Corporation shall not be liable for delay in delivery due to causes beyond its reasonable control, such as acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labour, materials, or manufacturing facilities, not in any event for consequential damages. In event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. When Purchaser is not prepared to accept shipment upon completion as scheduled, Survalent Technology Corporation is prepared to store the equipment at its plant for a monthly rate corresponding to space occupied and to prevailing commercial storage charges.

WARRANTY

All equipment manufactured by Survalent Technology Corporation is warranted for a period of one year from date of shipment, to be free from all inherent electrical and mechanical defects in parts and workmanship provided said equipment is properly installed, fully protected, adequately maintained, and operated under normal conditions with competent supervision. Survalent Technology Corporation agrees to supply the Purchaser, free of charge, F.O.B. factory, parts affecting operation, which prove defective in workmanship or material within a period of one year following date of shipment of the equipment from the factory, Survalent Technology Corporation shall have no liability to the Purchaser nor to third parties for consequential or extended damages incurred as the direct or indirect result of equipment failure. Warranty on resold items specified in the Contract as such is carried by the original manufacturer and limited to the terms of such manufacturer. All warranties become ineffective during the time the Purchaser's account is in default. The warranty period is not extended beyond its original term.

CANCELLATION OR DELIVERY DEFERMENT

Orders accepted and acknowledged by Survalent Technology Corporation will not be subject to cancellation or delivery deferment without written consent from the General Office of Survalent Technology Corporation, except upon terms which will reimburse Survalent Technology Corporation for expenses incurred, work done, and commitments made.

TAXES

All present or future sales, use, excise or similar taxes applicable to the purchase or sale of equipment, covered by an order, are payable by the Purchaser and, where Survalent Technology Corporation is directed to collect such taxes, the amount will be added to the price of the equipment and paid by the Purchaser in the same manner and with the same effect as if originally added thereto.

RETURN OF EQUIPMENT

Survalent Technology Corporation will not be responsible for any parts returned without written authorization from Survalent Technology Corporation.

WAIVER OF TERMS

Survalent Technology Corporation's failure to object to provisions contained in the Purchaser's order or other communication shall not be deemed a waiver of the terms or conditions hereof, nor acceptance of such provisions. No representation or warranties other than those contained herein shall be binding upon Survalent Technology Corporation unless made in writing and signed by an officer of Survalent Technology Corporation.



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APPROVAL OF DRAWINGS

In event approval of drawings is necessary, any time required in excess of fourteen (14) calendar days from the date of initial mailing of drawings to the Purchaser for final approval if not specified in the Specification or Purchase Order, may be added to the scheduled delivery date.

MANUALS

Survalent Technology Corporation agrees to supply up to one (1) manual for each item. In the event that more are required, Survalent Technology Corporation reserves the right to either supply these manuals at no charge or add the full or a portion thereof of the standard price to the price of the equipment and be paid by the Purchaser in the same manner and with the same effort as if originally added thereto. Survalent Technology Corporation reserves the right to supply manuals 30 days after the delivery of the equipment without affecting the original terms of payment.

ACCEPTANCE OF EQUIPMENT

Purchaser's inspection and acceptance test of equipment at Survalent Technology Corporation's plant constitutes acceptance, at which time invoice for payment in full, less holdback, is issued. Survalent Technology Corporation warranty terms are applicable thereafter. Special arrangements may be made for acceptance in the field, not later than 30 days after shipment.

PERFORMANCE BOND

If issued, such bond will be terminated at time of acceptance test by Purchaser at Survalent Technology Corporation's plant or at time of shipment.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Reference Services
DEPARTMENT: Library
CONTRACTOR infoUSA Marketing Inc
AWARD AMOUNT: \$8,335.00
DATE OF RECOMMENDATION: 10/28/2010

BIDS OR PROPOSALS RECEIVED:
InfoUSA \$8,335.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

InfoUSA is the sole vendor for the Reference USA database-Business and Residential products

FUNDING: 210801.7308

Prepared by: Nancy Martinez

Title: Library Services Director

Reviewed by: *[Signature]*

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Software for Vehicle Collision Tracking
DEPARTMENT: Police
CONTRACTOR Collision Forensic Solutions
AWARD AMOUNT: \$19,112.81
DATE OF RECOMMENDATION: 11/02/11

BIDS OR PROPOSALS RECEIVED:
collision forensic solutions lcc \$19,112.81

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Sole source provider of required total station package to meet Office of Traffic Safety Grant requirements. Purchased using OTS grant funding.

FUNDING: 236015.7718

Prepared by: Jeanie Biskup

Title: Management Analyst

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EMS Supplies
DEPARTMENT: Fire
CONTRACTOR Firstline Gloves
AWARD AMOUNT: \$5,372.25
DATE OF RECOMMENDATION: 11/03/10

BIDS OR PROPOSALS RECEIVED:
Firstline Gloves, Inc. \$5,372.25

“NO BID” or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:
FirstLine Gloves, Inc. is the importer and private labeler, the manufacturer of record.

FUNDING: 102016.7356

Prepared by: Aimee R. Murry

Title: Division Chief

Reviewed by: _____

EXHIBIT V

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Digester Mixing System Blower Purchase
DEPARTMENT: Public Works
CONTRACTOR Republic Sales & Manufacturing
AWARD AMOUNT: \$9,349.94
DATE OF RECOMMENDATION: November 3, 2010

BIDS OR PROPOSALS RECEIVED:

Republic Sales & Manufacturing	\$9,349.94
Accurate Air Engineering, Inc.	\$11,212.12

"NO BID" or NO RESPONSE RECEIVED:

Flow USA, Inc.	No Response
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BACKGROUND INFORMATION & BASIS FOR AWARD:

The Roots Blower being requested is intended to provide redundancy in the event of a mechanical failure of one of the four "duty" blowers. The blowers are used to mix the contents of the digesters ensuring proper operation of the anaerobic digestion system. Having backup mixing capabilities is needed to ensure the digesters meet regulatory requirements.

Due to the corrosive nature of the use environment these blowers must operate, they typically only have a lifespan of 2-3 years before replacement is necessary.

FUNDING: 170403.7331

Prepared by: Del Kerlin 

Title: Wastewater Treatment
Superintendent

Reviewed by: 

Purchase Order No.

REQUEST FOR CONTRACT AWARD

PROJECT NAME: Remote Telemetry Unit Replacement
DEPARTMENT: Public Works
CONTRACTOR Sage Designs
AWARD AMOUNT: \$16,567.10
DATE OF RECOMMENDATION: November 8, 2010

BIDS OR PROPOSALS RECEIVED:
Sage Designs \$16,567.10
(Sole source letter attached)

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This purchase will facilitate the replacement of existing SCADA equipment that is becoming unreliable. Replacement and support for our existing remote telemetry units are no longer available, placing us in the position of losing operational control of vital City of Lodi resource infrastructure. These would include Wells, Sewage lift stations, and Storm pump stations.

FUNDING:

Prepared by: Charles E. Swimley, Jr.

Title: Deputy Public Works Director-Utilities

Reviewed by: 



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: East Lodi Avenue Street Furnishings
DEPARTMENT: PUBLIC WORKS, STREETS & DRAINAGE
CONTRACTOR Keystone Ridge Designs
AWARD AMOUNT: \$7456.02
DATE OF RECOMMENDATION: November 8, 2010

BIDS OR PROPOSALS RECEIVED:
Keystone Ridge Designs (sole supplier) \$7456.02

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are part of the East Lodi Avenue street improvements design but are not part of the construction contract. The funding for this purchase will come from American Recovery and Reinvestment Act grant and Proposition 42.

FUNDING: Split between ARRA - 325034, and Prop. 42 - 337010.

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: 

Purchase Order No.



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Forklift Purchase
DEPARTMENT: Public Works
CONTRACTOR Valley Forklift
AWARD AMOUNT: \$12,778.13
DATE OF RECOMMENDATION: November 4, 2010

BIDS OR PROPOSALS RECEIVED:

Valley Forklift	\$12,778.13
Forklift Sales, of Sacramento.	\$14,987.00
Wholesale Equipment of Fresno, Inc.	\$15,745.50

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This vehicle has been budgeted for purchase during the 2010-2011 fiscal year. The budgeted amount was \$13,000. The forklift is needed at the White Slough Water Pollution Control Facility to perform routine maintenance and repair tasks, as well as loading and unloading delivery trucks. These tasks, which are performed several times each year, include moving chemical containers, methane gas scrubber media, tertiary filtration panels, and a variety of other tasks, which could be completed in a timely manner if a forklift were onsite

FUNDING: 1711201.7851 596/E

Prepared by: Del Kerlin 

Title: W. T. Superintendent

Reviewed by: 

Purchase Order No.



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough WPCF Dioxin Testing
DEPARTMENT: Public Works
CONTRACTOR TestAmerica
AWARD AMOUNT: \$15,600.00
DATE OF RECOMMENDATION: November 10, 2010

BIDS OR PROPOSALS RECEIVED:

TestAmerica	\$15,600.00
Frontier Analytical Laboratory	\$23,400.00
CalTest Analytical Laboratory	\$31,200.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Contract to perform Dioxin testing through July 2011. The testing is required to comply with provisions of the City's Effluent and Receiving Waters Characterization Study Work Plan. The study work plan was required by the City's current NPDES for the White Slough WPCF and the results will be part of a submittal that will be used by the Regional Water Quality Control Board to set future waste discharge requirements for the City.

FUNDING: 170403.7323

Prepared by: Michael Schafer

Title: Lab/Environ. Comp. Superintendent

Reviewed by: 

Purchase Order No.



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR McGard Inc
AWARD AMOUNT: \$7,433.06
DATE OF RECOMMENDATION: 11/11/10

BIDS OR PROPOSALS RECEIVED:

McGard Inc	\$7,433.06
HD Supply Benicia	\$8,004.00

"NO BID" or NO RESPONSE RECEIVED:

All Phase Electric Supply
Ace Supply Inc
GEXPRO
Platt Electric Supply
WESCO Distribution

BACKGROUND INFORMATION & BASIS FOR AWARD:

This item is for the Electric Utility Inventory. It is used to lock a meter to a panel. These locking rings are used by Field Services. The Purchase Order was awarded to McGard the low responsible bidder.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Safety Equipment
DEPARTMENT: Fire
CONTRACTOR Fisher Scientific
AWARD AMOUNT: 12,287.96
DATE OF RECOMMENDATION: 11-24-10

BIDS OR PROPOSALS RECEIVED:

The Fire Store	Can not bid/territorial
Fisher Scientific	12,287.96
Jaeco Fire & Safety	13,628.02

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Low bid per set of turnouts.

FUNDING: 102012.7306

Prepared by: Aimee R. Murry

Title: Division Chief

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Crackfill Maintenance Product
DEPARTMENT: PUBLIC WORKS, STREETS & DRAINAGE
CONTRACTOR TRI AMERICAN
AWARD AMOUNT: \$6,938.25
DATE OF RECOMMENDATION: November 18, 2010

BIDS OR PROPOSALS RECEIVED:

CRAFCO	\$7,427.50
TRI-AMERICAN, INC.	\$6,938.25
Environmental Concepts	\$7,427.50

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is a maintenance product for sealing streets.

FUNDING: Measure K Maintenance 325028.7352

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Utility Truck Body - Vehicle #50
DEPARTMENT: Electric Utility
CONTRACTOR Diamond Truck Body Manufacturing, Inc
AWARD AMOUNT: \$9,004.50
DATE OF RECOMMENDATION: 11/10/10

BIDS OR PROPOSALS RECEIVED:

Altec Industries, Inc	\$18,701.73
Diamond Truck Body Mfg, Inc	\$9,004.50

"NO BID" or NO RESPONSE RECEIVED:

Scelzi Enterprises, Inc

BACKGROUND INFORMATION & BASIS FOR AWARD:

New vehicle (#50) was purchased and a comparison was done to see if the old utility truck body should be reused or should a new one be purchased. It was determined that the difference between them was minimal (less than \$1000) and the higher resale value of the old vehicle with the utility bed retained would offset the difference in cost.

FUNDING: 160602.7333

Prepared by: Kevin Bell

Title: Utility Rate Analyst

Reviewed by: *B. Fisher*

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Utility Truck Body - Vehicle #93
DEPARTMENT: Electric Utility
CONTRACTOR Diamond Truck Body Manufacturing, Inc
AWARD AMOUNT: \$9,493.88
DATE OF RECOMMENDATION: 11/10/10

BIDS OR PROPOSALS RECEIVED:

Altec Industries, Inc	\$18,701.73
Diamond Truck Body Mfg, Inc	\$9,493.88

"NO BID" or NO RESPONSE RECEIVED:

Scelzi Enterprises, Inc

BACKGROUND INFORMATION & BASIS FOR AWARD:

New vehicle (#93) was purchased and a comparison was done to see if the old utility truck body should be reused or should a new one be purchased. It was determined that it was actually more expensive to refurbish the old unit than purchase new. Also there is a higher resale value of the old vehicle with the utility bed retained.

FUNDING: 160602.7333

Prepared by: Kevin Bell

Title: Utility Rate Analyst

Reviewed by: *B. Fisher*

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Sodium Hydroxide Purchase
DEPARTMENT: Public Works
CONTRACTOR Univar USA Inc.
AWARD AMOUNT: \$19,248.75
DATE OF RECOMMENDATION: November 17, 2010

BIDS OR PROPOSALS RECEIVED:

Sierra Chemical	\$19,248.75
Basic Chemical Solutions	\$26,208.75
Univar USA Inc	\$28,224.98

"NO BID" or NO RESPONSE RECEIVED:

Brenntag	No Response
----------	-------------

BACKGROUND INFORMATION & BASIS FOR AWARD:

Sodium Hydroxide, also known as caustic soda, is needed to adjust the pH of the effluent discharged from the White Slough Treatment Facility. The pH is a measure of alkalinity of the water and must be maintained above 6.5 pH units to be in compliance with our discharge limits. Caustic is added on a as needed basis to insure this standard is met. Sierra Chemical has guaranteed their quote through March 2011.

FUNDING: 170403.7355

Prepared by: Del Kerlin 

Title: W,T, Superintendent

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: AMR Project
DEPARTMENT: Electric Utility
CONTRACTOR: General Pacific
AWARD AMOUNT: \$18,387.34
DATE OF RECOMMENDATION: 17 November, 2010

BIDS OR PROPOSALS RECEIVED:

Qty 40: Nighthawk remote disconnect collars	\$14,280.00
Qty 5: Centron-Nighthawk under-glass remote disconnects	\$2,132.90
Qty 1: Software (to operate disconnects)	\$495.00
Tax	\$1,479.44

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Itron AMR compatibility; sole sourced per Council Resolutions 99-124 and 2005-64

FUNDING: Capital 161000.1841.1700

Prepared by: Ken Berg

Title: Metering Electrician

Reviewed by:  11/18/10

REQUEST FOR CONTRACT AWARD

PROJECT NAME: Replacement Nozzles for Sewer Cleaning
DEPARTMENT: Public Works – Water/Wastewater
CONTRACTOR Municipal Maintenance Equipment (MME)
AWARD AMOUNT: \$5,410.53
DATE OF RECOMMENDATION: November 19, 2010

BIDS OR PROPOSALS RECEIVED:

MME	\$5,410.53
ENZ USA, Inc.	\$5,528.00
Weco Industries	\$6,101.70

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These nozzles were tested by staff and found to be the most effective for our sewer cleaning program. These attachments replace existing, worn out nozzles.

FUNDING:

Prepared by: Charles E. Swimley, Jr.

Title: Deputy Public Works Director-Utilities

Reviewed by: *Wally Sandelen*

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Purchase of Fire Hose
DEPARTMENT: Fire
CONTRACTOR AllStar Fire Equipment Inc.
AWARD AMOUNT: \$ 9,281.82
DATE OF RECOMMENDATION: December 1, 2010

BIDS OR PROPOSALS RECEIVED:

AllStar Fire Equipment Inc.	\$ 9,281.82
L.N. Curtis & Sons	\$ 9,702.68
Cascade Fire Equipment Co.	\$ 10,593.34

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

AllStar Fire Equipment Inc. was the low bidder.

FUNDING: Fire Emergency Operations Acct.# 102012.7359

Prepared by: Linda Hoover

Title: Administrative Secretary

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Street Sweeper Truck Auxiliary Engine Repair
DEPARTMENT: Public Works
CONTRACTOR: GCS Environmental Equipment Services
AWARD AMOUNT: \$6,513.10
DATE OF RECOMMENDATION: 11-30-10

BIDS OR PROPOSALS RECEIVED:
GCS Environmental \$6,513.10

“NO BID” or NO RESPONSE RECEIVED:

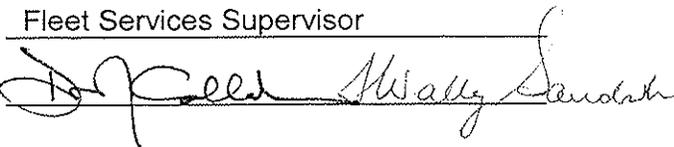
BACKGROUND INFORMATION & BASIS FOR AWARD:

Public Works Streets Division operates a 2007 Tymco compressed natural gas street sweeper, equipment # 04-131, for the divisions daily street sweeping. The natural gas powered auxiliary engine, which powers the vacuum on the truck, has been experiencing intermittent problems when the truck is in operation (dying at different times and not restarting). GCS Environmental of Sacramento is the only authorized Tymco repair facility in northern California. This particular problem requires special tools and factory training of which GCS is the only one in the area with the proper tools and training to conduct this repair.

FUNDING: 470405 260561.7333 + 260.1491 ^{AK}

Prepared by: Randy Laney

Title: Fleet Services Supervisor

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Mass Storage Device Purchase
DEPARTMENT: Internal Services/ISD
CONTRACTOR: Entisys Solutions, Inc.
AWARD AMOUNT: \$19,977.02
DATE OF RECOMMENDATION: 12/1/10

BIDS OR PROPOSALS RECEIVED:

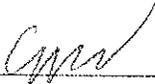
Entisys Solutions, Inc	\$19,977.02
HP Business Advantage Central	\$27,990.00
PC Connection	\$29,885.88

“NO BID” or NO RESPONSE RECEIVED:

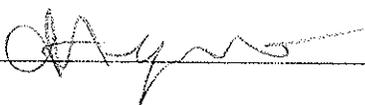
BACKGROUND INFORMATION & BASIS FOR AWARD:

The City's server storage capacity is currently about 70% allocated. This device will allow for anticipated data growth.

FUNDING: 123001.7715 - IT Replacement Fund

Prepared by: Steve Mann 

Title: Information Systems Manager

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough WPCF NPDES Waste Characterization
DEPARTMENT: Public Works
CONTRACTOR Basic Laboratory
AWARD AMOUNT: \$16,392.00
DATE OF RECOMMENDATION: December 7, 2010

BIDS OR PROPOSALS RECEIVED:

Basic Laboratory	\$16,392.00
Moore Twining Associates	\$17,152.00
BSK Analytical Laboratory	\$20,640.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Contract to perform testing through July 2011. The testing is required to comply with provisions of the City's Effluent and Receiving Waters Characterization Study Work Plan. The study work plan was required by the City's current NPDES for the White Slough WPCF and the results will be part of a submittal that will be used by the Regional Water Quality Control Board to set future waste discharge requirements for the City.

FUNDING: 170403.7323

Prepared by: Michael Schafer



Title: Lab/Environ. Comp. Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR: All Phase Electric Supply
AWARD AMOUNT: \$7,134.44
DATE OF RECOMMENDATION: 12/09/10

BIDS OR PROPOSALS RECEIVED:

All-Phase Electric Supply	\$7,134.44
General Pacific	\$7,759.01
Plass Electric Supply	\$7,165.44
Wescso Distributio	\$9,241.36
HD Supply Benicia	\$8,940.23

"NO BID" or NO RESPONSE RECEIVED:

Rexel
 Kortick
 GEXPRO
 HD Supply Portland
 One Source Distribution

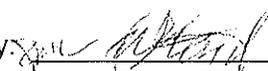
BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Utility Inventory. These streetlights are to replace damaged streetlights in the system. They can be used for new installation also. The Purchase Order was awarded to All Phase Electric Supply the low responsible bidder.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Switch Replacement
DEPARTMENT: Internal Services/ISD
CONTRACTOR: Infinity-Mirco
AWARD AMOUNT: \$6,443.44
DATE OF RECOMMENDATION: 12/14/10

BIDS OR PROPOSALS RECEIVED:

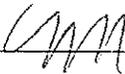
Infinity-Micro	\$6,443.44
Code Micro	\$7,517.94
BuyAAE.com	\$6,796.88

“NO BID” or NO RESPONSE RECEIVED:

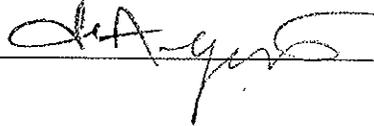
BACKGROUND INFORMATION & BASIS FOR AWARD:

Replacement of various network switches with ones that will accommodate Voice-over-IP and MAC authentication, and will provide power to devices.

FUNDING: 123001.7715

Prepared by: Steve Mann 

Title: IS Manager

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Cottage Bakery
DEPARTMENT: Electric Utility
CONTRACTOR: Gexpro
AWARD AMOUNT: \$16,627.55
DATE OF RECOMMENDATION: 12/14/10

BIDS OR PROPOSALS RECEIVED:

Gexpro	\$16,627.55
ABB	\$21,293.25

"NO BID" or NO RESPONSE RECEIVED:
HDD Supply

BACKGROUND INFORMATION & BASIS FOR AWARD:

This work is being done at the request of Ralcorp (Cottage Bakery).

Ralcorp has already paid us for the work.

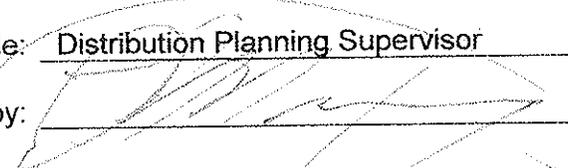
Lowest Price

FUNDING:

160650.7719

Prepared by: E. Fitzpatrick

Title: Distribution Planning Supervisor

Reviewed by: 

Purchase Order No.

 12/15/10

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Confined Space Entry Safety Equipment
DEPARTMENT: Public Works, Streets & Drainage, Water/Wastewater
CONTRACTOR: Western Safety Products
AWARD AMOUNT: \$6,263.74
DATE OF RECOMMENDATION: December 22, 2010

BIDS OR PROPOSALS RECEIVED:

	Corrected Bids	Bid Less Harnesses*
Hagemayer	\$7,092.62	\$6489.62
Industrial Safety Supply	\$6,994.85	\$6408.15
Western Safety Supply	\$6,892.73	\$6,263.74

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

In order to comply with OSHA Standards, Subchapter 7, Group 16, Article 108, Confined Spaces, entry to any confined space such as storm pump stations and sewer lift stations require fall protection and rescue equipment. Many times two people must enter a site to perform maintenance.

This purchase completes the original intent to have two complete sets of confined space safety equipment.

*This dollar amount is less the three ExoFit™ Harnesses and reflects the reduced cost.

FUNDING: 105050.7306

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: ckw/ps

Purchase Order No. 20128



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for the Phased Removal and Replacement of 39 Raywood Ash Trees on Lower Sacramento Road between Elm Street and Tejon Street

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the phased removal and replacement of 39 Raywood Ash trees on Lower Sacramento Road between Elm Street and Tejon Street.

BACKGROUND INFORMATION: Trees are a benefit to the urban environment. As a result, the City removes trees only when they become a significant liability to the infrastructure or compromise public safety.

The existing Raywood Ash trees (Exhibit A), planted in approximately 1988, have extremely invasive root systems. They have caused extensive damage to the surfaces on Lower Sacramento Road, the adjacent frontage road, and are threatening a deep wastewater main in Lower Sacramento Road (see attached photos, Exhibit B). Because of the species' invasive nature, Raywood Ash is no longer an approved species for City planting.

June 2, 2010 Council Meeting:

City Council directed staff to evaluate alternative methods and to coordinate this effort with Tree Lodi. Through consultation with Tree Lodi, staff evaluated various alternatives, including the installation of root barriers and root surgery, tree removal, and phased removal of the trees. It was recommended that removal was the only way to permanently deal with the invasive nature of these trees and avoid future damage to City infrastructure.

In the attached letter (Exhibit C), Tree Lodi agrees with staff's recommendation and adds, "Raywood Ash trees are too large for the area in which they are located." Tree Lodi suggested a phased removal and planting program. This involved removing and replacing about every other tree at first, followed by removing and replacing the others a year or two later.

November 16, 2010 Shirtsleeve Meeting:

The City Council met in the field to view the damage firsthand and discuss the replacement further.

November 17, 2010 Regular Council Meeting:

Council directed staff to modify the removal plan to further reduce the visual impacts associated with the phased tree removal.

Staff again consulted with Tree Lodi, reflected in the attached memorandum (Exhibit D), regarding the planting and removal schedule and tree types and recommends the following revised plan (Exhibit E):

APPROVED: _____
Konradt Bartlam, City Manager

Phase 1:

Plant alternating trees (*Shumard red oak* “*Quercus shumardii*” and *Mondell Pine* “*Pinus eldarica*”) between the existing Raywood Ash trees. The new trees would be placed on forty-foot centers, which will not disturb the existing trees. Portions of hedge will have to be removed for the new trees, but this will give the new trees a chance to get established. This is proposed to take place as soon as possible, should Council approve the plan. Modifications to the existing irrigation system will be made.

Phase 2:

Initiate actual removal of the Raywood Ash trees in December 2012. After removal of the trees, their locations would be filled with bush-type *Podocarpus gracilior* “*Fern Cloud*.” This varies from the first proposal which was a tree form. This type will provide a screening affect of Lower Sacramento Road. Exhibit E reflects the planting configuration for a typical section of the proposed project. The entire plan will be available at the Public Works Department.

Staff recommends Council approve the plans and specifications and authorize advertisement for bids for the phased removal and replacement of 39 Raywood Ash trees on Lower Sacramento Road. Plans and specifications will be completed following Council action and will be on file in the Public Works Department in approximately 14 days.

FISCAL IMPACT: Removal will reduce or eliminate future damage to pavement and underground utilities from the invasive roots of these trees, saving thousands of dollars.

FUNDING AVAILABLE: Funding for this project will be coming from Streets and Drainage (320013) and Wastewater (171013). A request for appropriation of funds will be made at contract award.

Project Estimate: \$30,000

F. Wally Sandelin
Public Works Director

Prepared by Curtis Juran, Street and Drainage Superintendent

FWS/CJJ/pmf

Attachments

cc: Charlie Swimley, Deputy Public Works Director – Utilities
Curtis Juran, Streets and Drainage Superintendent



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO FRONTAGE ROAD TREE REMOVAL



THIRTY-NINE (39) RAYWOOD ASH TREES TO BE REMOVED

DIAMETER OF TREES TO BE
REMOVED (IN INCHES)

- 13
- 10
- 13
- 10
- 10
- 11
- 10
- 7
- 8
- 19
- 16
- 14
- 13
- 12
- 15
- 14
- 8
- 13
- 11
- 11
- 10
- 14
- 10
- 12
- 16
- 18
- 14
- 12
- 13
- 10
- 14
- 12
- 13
- 18
- 12
- 14
- 15
- 16
- 15



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES STREET VIEW OF TREES TO BE REMOVED



STREET VIEW OF TREES TO BE REMOVED.

EXHIBIT B



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



Damage to street, curb and gutter.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



Damage to street, curb and gutter.



MEMORANDUM

TO: Lodi City Council:

SUBJECT: Raywood Ash Tree Removal on Lower Sacramento Road

Gordon Schmierer
President
Steve Dutra
Vice President
Joyce Harmon
Secretary
Ron Marien
Treasurer

GROUP MEETING: The following representatives met September 13, 2010, to discuss remedies for the infrastructure damage caused by ash trees:
-Charlie Swimley, City of Lodi, Deputy Public Works Director;
-Kurt Juran, City of Lodi, Public Works Dept., Street Superintendent;
-Steve Dutra, City of Lodi, Parks Superintendent, Parks & Recreation Dept.;
-William Hobson, Tree Lodi Director

Directors
Richard Blackston
Andi Kutlik
Bill Hobson
Bruce Schweigerdt

LOCATION: The problem trees are along the west side planting area of Lower Sacramento Road between Tejon Street and Elm Street

Stewards
Mike Butcher
Darrell Drummond
Gerry Fish
Ray Fye
Derric Juano
Esther Milnes
Nancy Nakamura
Robert Raingruber
Vern Weigum

PROBLEM: The Raywood Ash trees are too large for the area in which they are located. Their large, shallow and vigorous root systems have caused curb, gutter, asphalt and sewer damage. As these trees enlarge, they will continue to cause infrastructure damage.

RECOMMENDATIONS: Tree Lodi recommends removing about half the trees in the first year, perhaps the most damaging ones first, then replant about half. Wait one or two years to establish the new trees, then remove the remaining trees and replant. This removal and replanting sequence would minimize 'removal shock' and the loss of screen for the neighborhood.

REPLACEMENT TREES: The recommended replacement tree size is 24-inch box or 15 gallon container. The following types of trees are recommended for this area: 1. Fern Pine, *Podocarpus gracilior*, an evergreen, 2. Bowhall Maple, *Acer rubrum* 'Bowhall', 15 ft. wide, deciduous, 3. Parkway Maple, *Acer platanoides* 'Parkway', 25 ft. wide, deciduous

We at TREE LODI thank you for the opportunity to share this information with you.

Gordon Schmierer, President

Tree Lodi, Inc., 2715 W. Kettleman Lane, Ste 203-126, Lodi, CA 95242

www.TreeLodi.org

All gifts are tax deductible. Tree Lodi is a 501 (c)(3) organization. Tax ID #2810577



Lodi Parks and Recreation Department
The Benefits are Endless

MEMORANDUM

To: Curt Juran, Street and Drainage Superintendent
From: Steve Dutra, Park Superintendent
Date: February 1, 2011
Subject: Tree removal/replacement

You had requested some follow-up from Tree Lodi related to your recommendation of Quercus ilex, Holly Oak and Quercus coccinea, Scarlet Oak as Raywood Ash replacements.

Tree Lodi members have provided me the following comments related to your recommended specie selections:

Holly Oaks tend to have heavy acorn crops; female trees have a heavy catkin load and specie tend to receive molds and diseases.

The area in question can accommodate more excurrent specie vs. more decurrent specie such as Holly Oak.

Scarlet Oak tend to be slow growing, may experience soil problems related to this specific site and may not perform well overall.

Tree Lodi does support your recommendation of removal schedule and numbers removed per cycle. I.e. some removed this winter, inter planted this spring

Tree Lodi again recommends the Podocarpus gracilior, Fern Pine and the Acer rubrum 'bowhall'. Additional the following trees should be considered as replacement species:

Acer rubrum 'october glory' – most Red Maples will handle said soil types (poorer soil conditions). An example of this tree is located along the west wall of the stadium 12 building. Excellent branch structure, excellent fall color, low root damage rating and easily trained for vehicle traffic lane areas.

Quercus shumardii 'shumard red oak' – well behaved tree, excellent fall color, and low to moderate root damage potential. Examples of this specie can be found at Blakely Park.

No disease, insect, surface root or abiotic disorders have been seen on either of these recommended species. Both species have been at these listed locations for five to seven years.

Additionally, regarding an evergreen tree recommendation Tree Lodi supports two pine species. Pinus eldarica "Mondell Pine" or Pinus brutia "Calabrian Pine"



UFEI Urban Forest Ecosystems Institute

Browse UFEI | **SelectTree** | ForesTree | Big Trees | UrbanWood | A - Z Index | Home

SelectTree

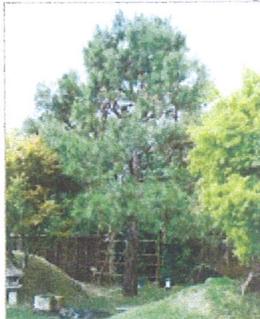
- » Select Tree by Name
- » Name Search
- » Select Tree by Attribute
- » All Trees List
- » Right Tree Right Place
- » Utility Precautions
- » Attribute Definitions
- » Contributing Gardens
- » About SelectTree
- » More Tree Links

SelectTree
• A TREE SELECTION GUIDE •

FULL TREE RECORD

[VIEW BRIEF TREE RECORD](#) [BACK TO SEARCH RESULTS](#)

[View Full Size Images](#)



MONDELL PINE
Pinus eldarica

General Notes

Drought resistant. SelectTree lists no cultivars of *eldarica*.

[List all Pinaceae | Pinus](#)

Family: Pinaceae

California Native: No

Habit: Erect or Spreading. Evergreen foliage.

Sunset Zones: 4 - 24

USDA Hardiness Zones: 6 - 8

Exposure: Full Sun to Partial Shade

Water Needs: Moist to Dry Soil. Drought tolerant.

Soil Type: Clay, Loam or Sand

Soil pH: Highly Acidic to Highly Alkaline

Seaside Tolerance: Good in Moderate Zone

Height: 65 feet

Growth Rate: 36 Inches per Season

Shape: Conical, Erect or Spreading and covers an Extensive Area.

Longevity: 50 to 150 years

Leaves: Needle Dark Green.

Flowers: Inconspicuous

Fruit: Brown, Yellow or Mostly Green Cone, Large (1.50 - 3.00 inches) , fruiting in Winter.

Bark: Dark Gray or Light Gray, Furrowed

Pest & Disease: Resistant to Texas Root Rot and

ATTRIBUTE INFO

- » Attributes Defined
- » Add or Edit Attributes

YOU SEARCHED FOR:*

(60) matching trees

***Based on last search.**

rightTreerightPlace





Verticillium. Susceptible to Aphids .

Shading Capacity: Rated as Dense in Leaf

Branch Strength: Rated as Medium Strong

Litter Issue: Dry Fruit

Root Damage Potential: Rated as Moderate

Health Hazard: Allergy



- [View Brief Tree Record](#)
- [View Full Size Images](#)

Photo Credits:

W. Mark and J. Reimer

Cite This Page:

SelecTree. "*Pinus eldarica* Full Tree Record." SelecTree. 1995-2011. Feb 1, 2011.
< http://selecttree.calpoly.edu/treedetail_all.lasso?rid=1046 >

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SelecTree

- » Select Tree by Name
- » Name Search
- » Select Tree by Attribute
- » All Trees List
- » Right Tree Right Place
- » Utility Precautions
- » Attribute Definitions
- » Contributing Gardens
- » About SelecTree
- » More Tree Links

SelecTree

• A TREE SELECTION GUIDE •

FULL TREE RECORD

[VIEW BRIEF TREE RECORD](#) [BACK TO SEARCH RESULTS](#)

[View Full Size Images](#)



CALABRIAN PINE

Pinus brutia

General Notes

SelecTree lists no cultivars of *brutia*.

[List all Pinaceae | Pinus](#)

Family: Pinaceae

California Native: No

Habit: Erect or Spreading. Evergreen foliage.

Sunset Zones: 4 - 9 and 12 - 24

Exposure: Full Sun to Partial Shade

Water Needs: Moist to Dry Soil. Drought tolerant.

Soil Type: Clay, Loam or Sand

Soil pH: Highly Acidic to Highly Alkaline

Seaside Tolerance: Good in Mild Zone

Height: 65 feet

Growth Rate: 36 Inches per Season

Shape: Conical or Oval, Erect or Spreading and covers an Extensive Area.

Longevity: Greater than 150 years

Leaves: Needle Medium to Dark Green .

Flowers: Inconspicuous

Fruit: Brown or Yellow Cone, Large (1.50 - 3.00 inches) , fruiting in Winter.

Bark: Dark Gray, Furrowed

Pest & Disease: Resistant to Texas Root Rot and Verticillium. Susceptible to Aphids .

ATTRIBUTE INFO

- » Attributes Defined
- » Add or Edit Attributes

YOU SEARCHED FOR:*

(60) matching trees

*Based on last search.

rightTree**right**Place

Utilities,
Fire Safety,
Root
Damage?





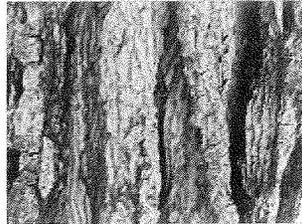
Shading Capacity: Rated as Dense in Leaf

Branch Strength: Rated as Medium

Litter Issue: Dry Fruit

Root Damage Potential: Rated as Moderate

Health Hazard: Allergy



- [View Brief Tree Record](#)
- [View Full Size Images](#)

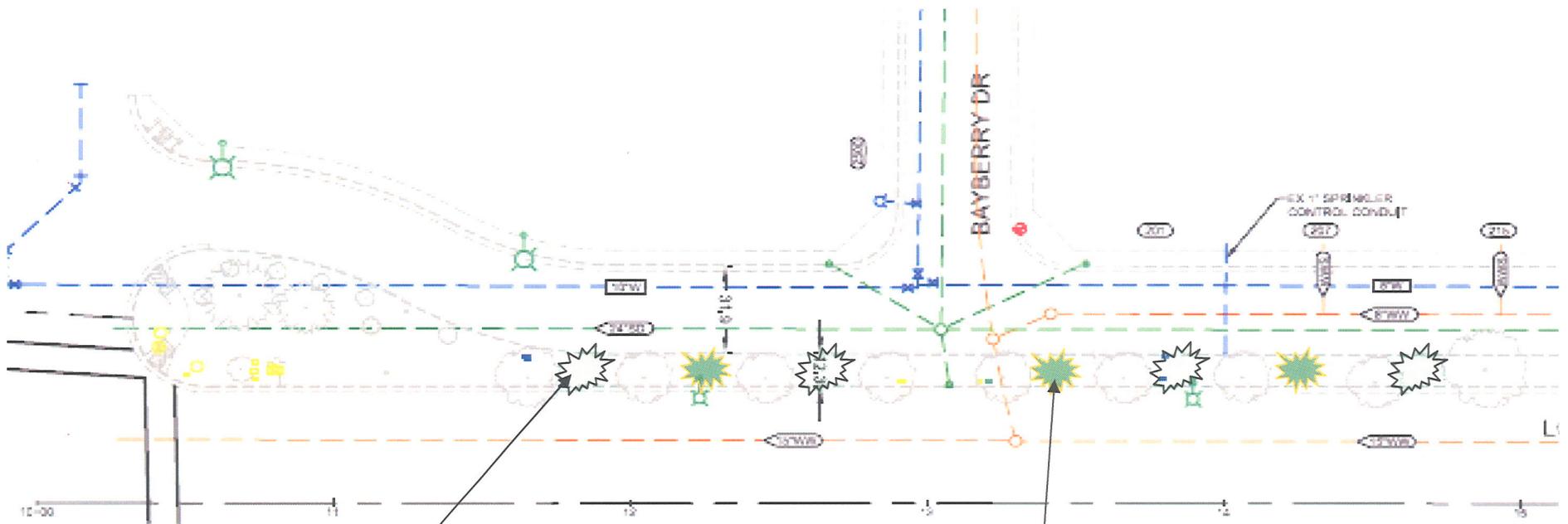
Photo Credits:

W. Mark and J. Reimer

Cite This Page:

SelecTree. "*Pinus brutia* Full Tree Record." SelecTree. 1995-2011. Feb 1, 2011.
< http://selectree.calpoly.edu/treedetail_all.lasso?rid=1033 >

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 *Shumard red oak* "Quercus shumardii"

Mondell Pine "Pinus eldarica" 



Podocarpus gracilior "Fern pine"
planted after Ash trees are removed





**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for G-Basin (DeBenedetti Park) Stormwater Pump Station

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for G-Basin (DeBenedetti Park) stormwater pump station.

BACKGROUND INFORMATION: This project consists of constructing a stormwater pump station at the deep basin located at DeBenedetti Park, as presented in Exhibit A. The improvements include site improvements, mechanical trash removal racks, piping, electrical building, standby emergency generator, electrical/instrumentation/controls, Supervisory Control and Data Acquisition (SCADA) integration, and other incidental and related work, all as shown on the plans and specifications for the project.

A 72-inch storm drain pipe and outfall structures for the basin were constructed last summer during the first phase of the project. The stormwater pump station is the second and final phase of the storm drain improvements at G-Basin.

The stormwater pump station will have a discharge capacity of 30 cubic feet per second and will be used to drain stormwater from the three basins at DeBenedetti Park (the deep basin, intermediate basin and shallow basin) after storm events. During summer months and drier periods, stormwater and nuisance runoff will flow directly to and be stored in the deep basin. This water will be allowed to percolate into the soil or evaporate until the depth is too great and pumping is required. Construction is expected to be completed by October 2011.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is March 16, 2011.

FISCAL IMPACT: There will an increase in the long-term power and maintenance costs for pump station and related equipment.

FUNDING AVAILABLE: Funding for this project will be coming from the Storm Drainage Impact Mitigation Fund (326). A request for appropriation of funds will be made at contract award.

Project Estimate: \$2,100,000

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang/Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Deputy Public Works Director – Utilities
Nolte Associates

Senior Civil Engineer Chang

APPROVED: _____
Konradt Bartlam, City Manager

CENTURY BLVD

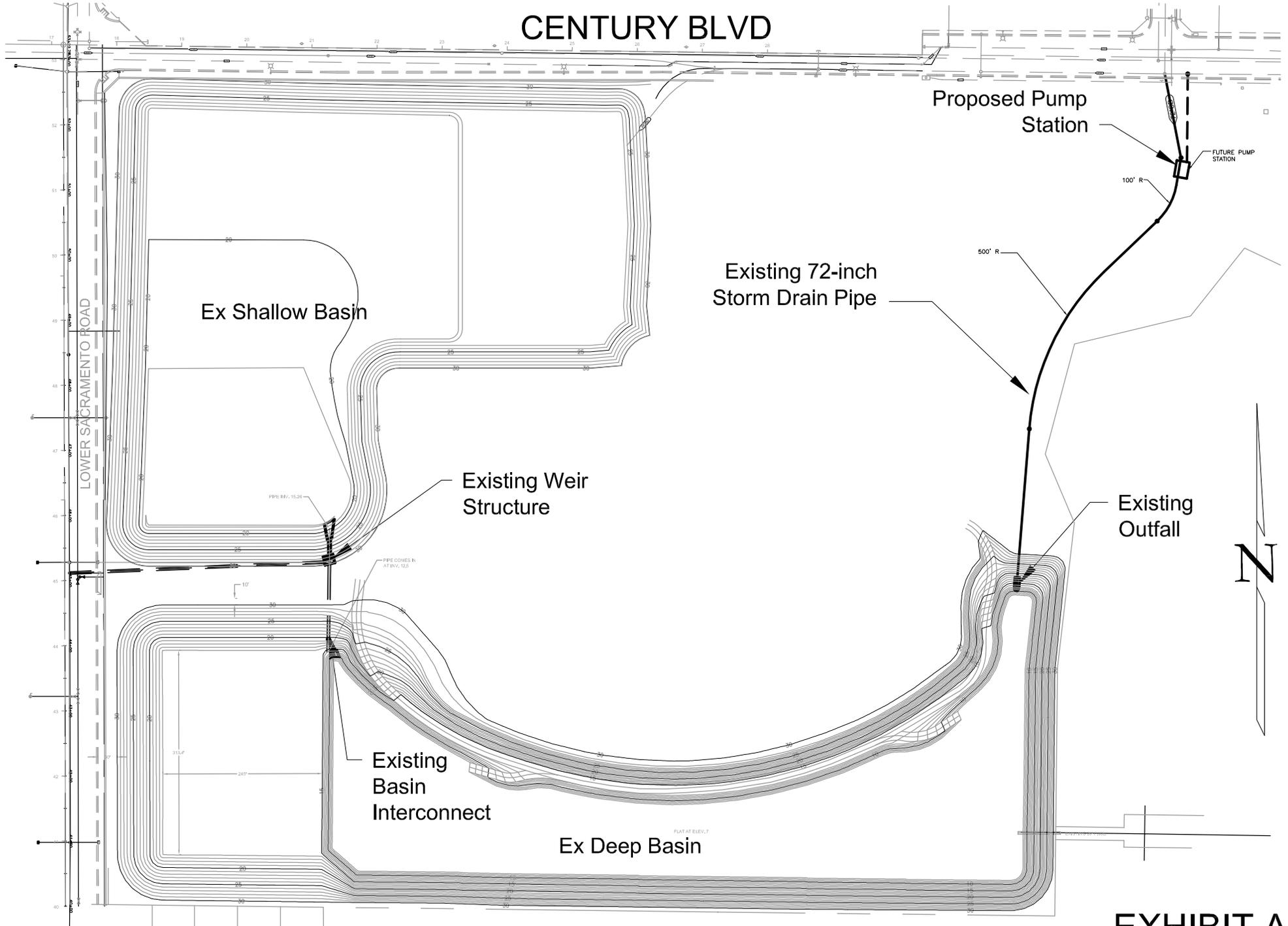


EXHIBIT A



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids
Municipal Service Center Parking Lot Improvements Project

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Municipal Service Center parking lot improvements project.

BACKGROUND INFORMATION: This project consists of reconstructing the Municipal Service Center (MSC) parking lot by removing by grinding the existing asphalt and replacing it with new asphalt (Exhibit A).

The existing easterly parking area inside the MSC has extensive cracks and has passed its service life. There are many areas of pavement failure which cause ponding of storm water during storm events. The parking area on the west side of the MSC was recently rebuilt, and this project will resurface the remaining parking area at the MSC.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is March 16, 2011.

FISCAL IMPACT: There will be a decrease of pavement repair costs at the MSC.

FUNDING AVAILABLE: The money for this project will be coming from the Measure K Maintenance Fund (325), Water Capital Fund (181), Wastewater Capital Fund (171) and Electric Capital Fund (161). A request for appropriation of funds will be made at contract award.

Project Estimate: \$230,000

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Kirk Evans, Management Analyst
Senior Civil Engineer Chang
Deputy Public Works Director – Utilities
Electric Utility Director

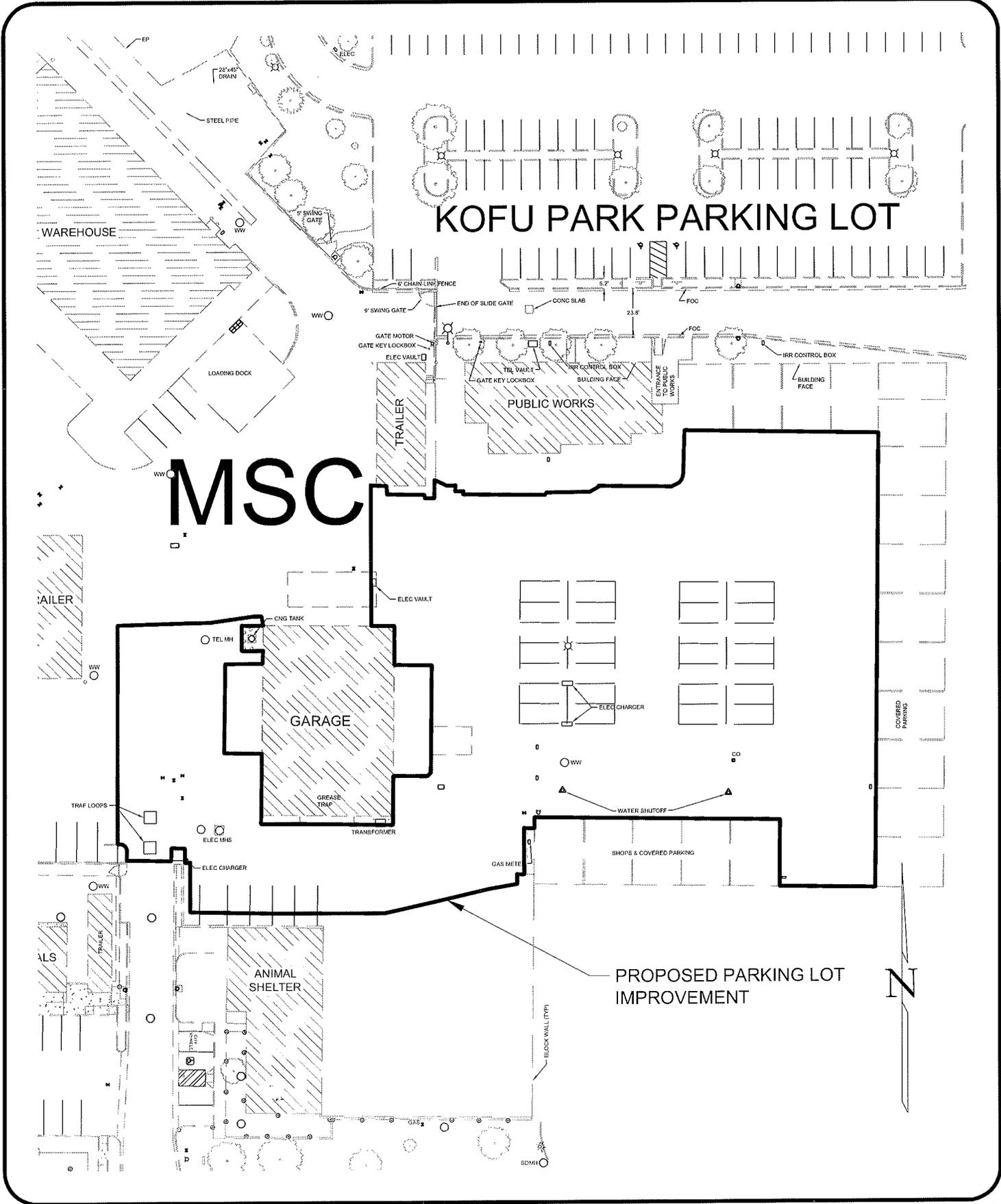
APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A MSC Parking Lot Reconstruction





**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for the Standby Generator Maintenance and Repair Contract

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for the standby generator maintenance and repair contract.

BACKGROUND INFORMATION: The City of Lodi owns and operates 22 emergency standby generator sets that range in size between 6 kW to 2 mW. The generators are located at facilities where operation during extended power outages is necessary to maintain public health and/or safety. Examples of these facilities include fire stations, water wells, sanitary lift stations and the police station.

Over the past several years, staff has been unable to keep up with the preventative maintenance requirements associated with the emergency generator sets. The lack of preventative maintenance could result in serious and more-costly repairs, unreliable operation, and greater downtime.

In order to minimize downtime and maximize reliability and facility life, staff recommends contracting the standby generator maintenance and repair to an outside vendor.

It is estimated the annual costs for the emergency standby generator maintenance and repair will be \$27,000. The cost associated with this work will become an annual operating expense.

FISCAL IMPACT: By increasing preventative maintenance efforts, the City will realize a reduction in costly repairs and increased reliability of emergency standby generators supporting critical facilities.

FUNDING AVAILABLE: Funding for this project will come from the Water and Wastewater budget (180451, 170404, 103511).

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director – Utilities
FWS/CES/pmf
cc: Lance Roberts, Water/Wastewater Superintendent

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Thermoplastic Equipment Trailer with Pre-Melting Kettles

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for thermoplastic equipment trailer with pre-melting kettles.

BACKGROUND INFORMATION: The Streets and Drainage Division maintains approximately 103 miles of lane lines and over 30,000 square feet pavement markings. The Pre-Melter (pre-melting kettles) is a piece of equipment designed for the specific purpose of pre-heating pavement marking product for the recently-purchased thermoplastic applicator (see Exhibit A). The use of the thermoplastic pavement marking product, which is estimated to last nine times longer than the water-based low volatile organic compounds (VOC) traffic paint currently used, will reduce the frequency of traffic legend re-application, thereby reducing the staff time dedicated to this job. To maximize efficiency, thermoplastic applicator product must be melted in sufficient quantities to work an entire day without stopping. The Pre-Melter makes this possible.

Specifications are on file in the Public Works Department. The planned bid opening date is March 8, 2011.

FISCAL IMPACT: Purchase of this equipment will allow a more efficient use of staff time, provide for more legible and longer-lasting traffic markings and reduce City liability due to poor pavement marking conditions.

FUNDING AVAILABLE: Money for this project will be coming from the Measure K Street Vehicle Replacement Fund (3251201).

Project Estimate: \$63,000

F. Wally Sandelin
Public Works Director

Prepared by Curtis Juran, Streets and Drainage Superintendent
FWS/CJ/pmf
Attachment
cc: Curtis Juran, Streets and Drainage Superintendent
Dennis Callahan, Fleet and Facilities Manager

APPROVED: _____
Konradt Bartlam, City Manager



THERMOPLASTIC
APPLICATOR



THERMOPLASTIC
PRE-HEATER
TRAILERS





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Rejecting All Bids for the Grounding and Fusing of the City Streetlight System in Grid A

MEETING DATE: February 16, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution rejecting all bids for the grounding and fusing of the City streetlight system in Grid A.

BACKGROUND INFORMATION: On October 6, 2010, the City Council approved specifications and authorized advertisement of bids for the grounding and fusing of the City streetlight system in Grid A.

After the Request for Proposal (RFP) was advertised staff received several calls from potential bidders requesting additional information and clarification to the specifications. Staff then discovered the RFP needed additional information and clarity as well as a correction in one of the cable measurements.

Staff recommends the City Council reject all bids for the grounding and fusing of the City streetlight system in Grid A.

FISCAL IMPACT: Estimated cost is \$150,000.

FUNDING: Included in FY2010/11 Budget Account No. 161633.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Weldat Haile, Senior Power Engineer

EAK/WH/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
REJECTING ALL BIDS FOR THE GROUNDING AND
FUSING OF THE CITY STREETLIGHT SYSTEM IN GRID A

=====

WHEREAS, on October 6, 2010, the City Council approved specifications and authorized advertisement of bids for the grounding and fusing of the City streetlight system in Grid A; and

WHEREAS, after the Request for Proposal (RFP) was advertised staff received several calls from potential bidders requesting additional information and clarification to the specifications; and

WHEREAS, staff then discovered the RFP needed additional information and clarity as well as a correction in one of the cable measurements; and

WHEREAS, staff recommends rejecting all bids for the grounding and fusing of the City streetlight system in Grid A.

NOW, THERFORE, BE IT RESOLVED that the Lodi City Council does hereby reject all bids for the grounding and fusing of the City streetlight system in Grid A.

Dated: February 16, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following vote:

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

RANDI JOHL
City Clerk

2011-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Purchase of Padmount Transformers from HEES Enterprises, Inc. of Astoria, Oregon and Howard Industries, Inc. of Laurel, Mississippi (\$214,197.27)

MEETING DATE: February 16, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of padmount transformers from HEES Enterprises, Inc. of Astoria, Ore. and Howard Industries, Inc. of Laurel, Miss. (\$214,197.27).

BACKGROUND INFORMATION: On October 6, 2010, the City Council authorized the advertisement of bids to procure padmount transformers to maintain inventory for replacement of damaged/old transformers in the distribution system.

On January 12, 2011, bids were opened with three suppliers submitting proposals, two of which were deemed responsive. Life-cycle costs (total purchase price plus cost of estimated power loss during the projected life of the transformer) were evaluated as shown on the attached summary. HEES Enterprises, Inc. of Astoria, Ore. and Howard Industries, Inc. of Laurel, Miss. submitted responsive bids with the lowest life-cycle cost as shown below:

12 each 37.5kVA, 1-Phase, 240/120V	HEES Enterprises, Inc.	\$18,778.95
12 each 75kVA, 1-Phase, 240/120V	HEES Enterprises, Inc.	\$26,582.85
3 each 75kVA, 3-Phase, 208/120V	Howard Industries, Inc.	\$13,046.74
2 each 112.5kVA, 3-Phase, 480/277V	Howard Industries, Inc.	\$ 9,874.50
2 each 225kVA, 3-Phase, 480/277V	HEES Enterprises, Inc.	\$14,816.10
2 each 300kVA, 3-Phase, 480/277V	HEES Enterprises, Inc.	\$15,923.18
2 each 1000kVA, 3-Phase, 480/277V	HEES Enterprises, Inc.	\$32,829.45
4 each 1500kVA, 3-Phase, 480/277V	HEES Enterprises, Inc.	\$82,345.50

FISCAL IMPACT: Procurement cost is \$214,197.27. Life-cycle cost is \$371,266.01.

FUNDING: Included in FY2010/11 Account No. 160.1496

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Weldat Haile, Senior Power Engineer

EAK/WH/DB/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF PADMOUNT
TRANSFORMERS FROM HEES ENTERPRISES, INC
OF ASTORIA, OREGON AND HOWARD
INDUSTRIES, INC OF LAUREL, MISSISSIPPI

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on January 12, 2011, at 11:00 a.m., for the purchase of padmount transformers, described in the specifications therefore approved by the City Council on October 6, 2010; and

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

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

12 each 37.5kVA, 1-Phase 120/240V	HEES Enterprises, Inc	\$18,778.95
12 each 75kVA, 1-Phase, 120/240	HEES Enterprises, Inc.	\$26,582.86
3 each 75kVA, 3-Phase, 208/120V	Howard Industries, Inc.	\$13,046.74
2 each 112.5kVA, 3-Phase, 480/277V	Howard Industries, Inc	\$ 9,874.50
2 each 225kVA, 3-Phase,480/277V	HEES Enterprises, Inc	\$14,816.10
2 each 300kVA, 3-Phase, 480/277V	HEES Enterprises, Inc	\$15,923.18
2 each 1000kVA, 3-Phase, 480/277V	HEES Enterprises, Inc	\$32,829.45
4 each 1500kVA, 3-Phase, 480/277V	HEES Enterprises, Inc.	\$82,345.50

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of padmount transformers, as shown above, in the amount of \$214,197.27.

Dated: February 16, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following vote:

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

RANDI JOHL
City Clerk

Transformer Bid Evaluation				Bid Opening: January 12, 2011								
Padmount				Tax (factor): 1.0875		Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected						
January 25, 2011				No Load Loss \$/watt: 3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz						
				Load Loss \$/watt: 1.25								
Bid Item 1: 37.5 kVA, 240/120 Volt, Single Phase Pad				Number of units: 12				28 >1.5				
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %
Hees Enterprises Inc. (Ermco Transformers)	1,439.00	17,268.00	18,778.95	88	389	3,960.00	5,835.00	9,795.00	28,573.95	8	28	1.800
Howard Industries Inc.	1,504.00	18,048.00	19,627.20	90	397	4,050.00	5,955.00	10,005.00	29,632.20	6-8	32	2.300 E
CG Power System USA Inc.	No Offer											
Bid Item 2: 75 kVA, 240/120 Volt, Single Phase Pad,				Number of units: 12				28 >1.8				
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %
Hees Enterprises Inc. (Ermco Transformers)	2,037.00	24,444.00	26,582.85	135	686	6,075.00	10,290.00	16,365.00	42,947.85	8	28	2.000
Howard Industries Inc.	2,231.00	26,772.00	29,114.55	150	674	6,750.00	10,110.00	16,860.00	45,974.55	6-8	32	2.500 E
CG Power System USA Inc.	No Offer											
Bid Item 3: 75 kVA, 208/120 Volt, Three Phase Pad,				Number of units: 3				65 >1.8				
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %
Hees Enterprises, Inc. (Ermco Transformers)	4,955.00	14,865.00	16,165.69	137	1112	1,541.25	4,170.00	5,711.25	21,876.94	8	49	2.700
Howard Industries Inc.	3,999.00	11,997.00	13,046.74	177	984	1,991.25	3,690.00	5,681.25	18,727.99	6-8	45	2.300
CG Power System USA Inc.	3,645.00	10,935.00	11,891.81	196	1002	2,205.00	3,757.50	5,962.50	17,854.31	6-8	52.1	2.280 E
Bid Item 4: 112.5 kVA, 480Y/277 Volt, Three Phase Pad				Number of units: 2				65 >2.0				
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %
Hees Enterprises Inc.(Ermco Transformers)	5,130.00	10,260.00	11,157.75	262	1046	1,965.00	2,615.00	4,580.00	15,737.75	8	49	4.000
Howard Industries Inc.	4,540.00	9,080.00	9,874.50	267	1194	2,002.50	2,985.00	4,987.50	14,862.00	6-8	45	2.400
CG Power System USA Inc.	4,353.00	8,706.00	9,467.78	293	1190	2,197.50	2,975.00	5,172.50	14,640.28	6-8	52.1	2.280 E
Bid Item 5: 225 kVA, 480Y/120 Volt, Three Phase Pad,				Number of units: 2				65 >3.5				
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %

Transformer Bid Evaluation				Bid Opening: January 12, 2011								
Padmount				Tax (factor): 1.0875		Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected						
January 25, 2011				No Load Loss \$/watt: 3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz						
				Load Loss \$/watt: 1.25								
	Price \$	Price \$	w/tax \$	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	%
Hees Enterprises Inc.(Ermco Transformers)	6,812.00	13,624.00	14,816.10	443	1644	3,322.50	4,110.00	7,432.50	22,248.60	8	49	4.800
Howard Industries Inc.	7,380.00	14,760.00	16,051.50	520	1716	3,900.00	4,290.00	8,190.00	24,241.50	6-8	55	5.100
CG Power System USA Inc.	5839.00	11,678.00	12,699.83	407	2416	3,052.50	6,040.00	9,092.50	21,792.33	6-8	52.1	3.580 E
Bid Item 6: 300kVA, 480Y/277 Volt, Three Phase Pad,								Number of units:	2		65	>3.5
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %
Hees Enterprises Inc.(Ermco Transformers)	7,321.00	14,642.00	15,923.18	464	2531	3,480.00	6,327.50	9,807.50	25,730.68	8	49	4.500
Howard Industries Inc.	8,716.00	17,432.00	18,957.30	570	2430	4,275.00	6,075.00	10,350.00	29,307.30	6-8	56	4.300
CG Power System USA Inc.	7,435.00	14,870.00	16,171.13	529	2679	3,967.50	6,697.50	10,665.00	26,836.13	6-8	61.6	3.550 E
Bid Item 7: 1000kVA, 480Y/277 Volt, Three Phase Pad,								Number of units:	2		90	>5.3.0
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %
Hees Enterprises Inc.(Ermco Transformers)	15,094.00	30,188.00	32,829.45	1188	7196	8,910.00	17,990.00	26,900.00	59,729.45	8	63	5.800
Howard Industries Inc.	18,747.00	37,494.00	40,774.73	1242	7995	9,315.00	19,987.50	29,302.50	70,077.23	6-8	75	5.900 E
CG Power System USA Inc.	14,838.00	29,676.00	32,272.65	1179	8437	8,842.50	21,092.50	29,935.00	62,207.65	6-8	72.1	5.750 E
Bid Item 8: 1500kVA, 480Y/277 Volt, Three Phase Pad,								Number of units:	4		90	>5.3
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %
Hees Enterprises Inc.(Ermco Transformers)	18,930.00	75,720.00	82,345.50	1557	10549	23,355.00	52,745.00	76,100.00	158,445.50	8	63	6.000
Howard Industries Inc.	23,423.00	93,692.00	101,890.05	1818	10383	27,270.00	51,915.00	79,185.00	181,075.05	6-8	71	5.750
CG Power System USA Inc.	18,937.00	75,748.00	82,375.95	1493	11985	22,395.00	59,925.00	82,320.00	164,695.95	6-8	74.1	5.750 E
			Total Price					Total LCC				
Hees Enterprises Inc. (Ermco Transformers)			218,599.46					375,290.71				
Howard Industries Inc.			249,336.56					413,897.81				
CG Power System USA Inc.			164,879.14	Less Bid Items 1 & 2				308,026.64		Less Bid Item 1 & 2		
02-16-11 DB Padmount - Attach.xls						2						

Transformer Bid Evaluation						Bid Opening: January 12, 2011							
Padmount				Tax (factor):	1.0875		Primary Windings:	Three-Phase, 12000 Volt, 60Hz, Delta Connected					
				No Load Loss \$/watt:	3.75			Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz					
January 25, 2011				Load Loss \$/watt:	1.25								
Total Price Plus Tax for the Bids of Transformers					214,197.26								
<i>Prepared by: Weldat Haile</i>													
<i>Sen. Power Engineer</i>				BSU Account No.	160.1496		total lifecycle cost =	371,266.01					



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Purchase of Polemount Transformers from HEES Enterprises, Inc. of Astoria, Oregon (\$64,850.90)

MEETING DATE: February 16, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of polemount transformers from HEES Enterprises, Inc. of Astoria, Ore. (\$64,850.90)

BACKGROUND INFORMATION: On October 6, 2010 the City Council authorized the advertisement of bids to procure polemount transformers to maintain inventory for replacement of damaged/old transformers in the distribution system.

On January 12, 2011, bids were opened with two suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of estimated power loss during the projected life of the transformer) were evaluated for the responsive bids as shown on the attached summary. HEES Enterprises, Inc. of Astoria, Ore. had the lowest total life-cycle cost as shown below:

12 each 25kVA, 1-Phase, 120/240V	HEES Enterprises Inc. (ERMCO)	\$ 9,670.05
20 each 37.5kVA, 1-Phase, 120/240V	HEES Enterprises Inc. (ERMCO)	\$22,054.50
8 each 50kVA, 1-Phase, 120/240V	HEES Enterprises Inc. (ERMCO)	\$10,283.40
5 each 75kVA, 1-Phase, 120/240V	HEES Enterprises Inc. (ERMCO)	\$ 9,336.19
3 each 25kVA, 1-Phase, 240/840V	HEES Enterprises Inc. (ERMCO)	\$ 2,707.88
4 each 37.5kVA, 1-Phase, 240/480V	HEES Enterprises Inc. (ERMCO)	\$ 4,371.75
3 each 100kVA, 1-Phase, 240/480V	HEES Enterprises Inc. (ERMCO)	\$ 6,427.13

FISCAL IMPACT: Procurement cost is \$64,850.90. Life-cycle cost is \$112,358.39.

FUNDING: Included in FY2010/11 Account No. 160.1496

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Weldat Haile, Senior Power Engineer

EAK/DB/WH/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF POLEMOUNT
TRANSFORMERS FROM HEES ENTERPRISES,
INC. OF ASTORIA, OREGON

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on January 12, 2011, at 11:00 a.m., for the purchase of polemount transformers, described in the specifications therefore approved by the City Council on October 6, 2010; and

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

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

12 each 25kVA, 1-Phase, 120/240V	HEES Enterprises Inc (ERMCO)	\$ 9,670.05
20 each 37.5kVA, 1-Phase, 120/240V	HEES Enterprises Inc (ERMCO)	\$22,054.50
8 each 50kVA, 1-Phase, 120/240V	HEES Enterprises Inc. (ERMCO)	\$10,283.40
5 each 75kVA, 1-Phase, 120/240V	HEES Enterprises Inc (ERMCO)	\$ 9,336.19
3 each 25kVA, 1-Phase, 240/480V	HEES Enterprises Inc (ERMCO)	\$ 2,707.88
4 each 37.5kVA, 1-Phase, 240/480V	HEES Enterprises Inc (ERMCO)	\$ 4,371.75
3 each 100kVA, 1-Phase, 240/480V	HEES Enterprises Inc (ERMCO)	\$ 6,427.13

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of polemount transformers, as shown above from HEES Enterprises, Inc. of Astoria, Oregon in the amount of \$64,850.90

Dated: February 16, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following vote:

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

RANDI JOHL
City Clerk

Transformer Bid Evaluation				Bid Opening: January 12, 2011									
Polemount				Tax (factor): 1.0875		Primary Winding: 12,000 Volt Line-to-Line							
January 24, 2011				No Load Loss \$/watt: 3.75									
				Load Loss \$/watt: 1.25									
Bid Item 1: 25kVA, 120/240 Volt, Single Phase Conventional Pole						Number of units: 12					45	500	
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Weight (pounds)	
HEES Enterprises, Inc. (ERMCO Transformers)	741.00	8,892.00	9,670.05	61	321	2,745.00	4,815.00	7,560.00	17,230.05	8	30.9	319	
Howard Industries, Inc.	916.00	10,992.00	11,953.80	66	287	2,970.00	4,305.00	7,275.00	19,228.80	6-8	34	401	
Moloney Electric, Inc.													
Bid Item 2: 37.5kVA, 120/240 Volt, Single Phase Conventional Pole						Number of units: 20					48	625	
Vendor	Unit Price \$	Extended Price \$	Price w/tax \$	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Weight (pounds)	
HEES Enterprises, Inc. (ERMCO Transformers)	1,014.00	20,280.00	22,054.50	83	380	6,225.00	9,500.00	15,725.00	37,779.50	8	34.9	510	
Howard Industries, Inc.	1,128.00	22,560.00	24,534.00	91	387	6,825.00	9,675.00	16,500.00	41,034.00	6-8	36	507	
Moloney Electric, Inc.													
Bid Item 3: 50kVA, 120/240 Volt, Single Phase Conventional Pole						Number of units: 8					51	800	

Bid Item 6: 37.5kVA, 240/480 Volt, Single Phase Conventional Pole						Number of units:		4			48	625
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
	Price \$	Price \$	w/tax \$	Loss	Loss	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
				(watts)	(watts)							
HEES Enterprises, Inc. (ERMCO Transformers)	1,005.00	4,020.00	4,371.75	95	326	1,425.00	1,630.00	3,055.00	7,426.75	8	32.9	466
Howard Industries, Inc.	1,228.00	4,912.00	5,341.80	93	387	1,395.00	1,935.00	3,330.00	8,671.80	6-8	36	509
Moloney Electric, Inc.												
Bid Item 7: 100kVA, 240/480 Volt, Single Phase Conventional Pole						Number of units:		3			51	1200
Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Weight
	Price \$	Price \$	w/tax \$	Loss	Loss	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)
				(watts)	(watts)							
HEES Enterprises, Inc. (ERMCO Transformers)	1,970.00	5,910.00	6,427.13	178	750	2,002.50	2,812.50	4,815.00	11,242.13	8	42.9	969
Howard Industries, Inc.	2,490.00	7,470.00	8,123.63	213	724	3,195.00	3,620.00	6,815.00	14,938.63	6-8	43	1038
Moloney Electric, Inc.												
Lowest Bid Proposal for the Polemount Transformers:												
HEES Enterprises, Inc. =			<u>\$64,850.89</u>					Lfe Cycle Cost	112,358.39			
BSU Account No.			160.1496									
<i>Prepared by: Weldat Haile</i>												
<i>Senior power Engineer</i>												



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving Contract Change Order for Annual Curb, Gutter and Sidewalk Replacement Contract with Jeff Case Construction Company, of Galt, for 2010/11 and Appropriating Additional Funds (\$50,000)

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving contract change order for annual curb, gutter, and sidewalk replacement contract with Jeff Case Construction Company, of Galt, for 2010/11 and appropriating additional funds in the amount of \$50,000.

BACKGROUND INFORMATION: On June 16, 2010, Council authorized a one-year extension of the 2009/10 annual curb, gutter and sidewalk replacement contract. The Streets and Drainage Division has expended all appropriated funds approved with the extended contract for this fiscal year (2010/11); however, additional sidewalk repair is needed.

Policy obligates the City to repair certain offsets caused by City trees, damage due to utility cuts, and/or damage related to heat expansion. Currently, there is approximately \$20,000 in repairs needed. A portion of that cost includes repairs that are the property owner's responsibility. If not responsive, the City will make the repairs and assess the property owner.

Staff recommends a contract change order to cover this additional work. Staff also recommends Council appropriate a total of \$50,000 to fund sidewalk repair operations for the remainder of Fiscal Year 2010/11.

The original contract and the approved appropriation for contract extension was \$46,570. The contract change order and additional appropriation will bring the total for Fiscal Year 2010/11 to \$99,549.

FISCAL IMPACT: If not approved, existing offsets will remain in the public right-of-way for an additional six months, exposing the City to additional liability.

FUNDING AVAILABLE: Recommended Appropriation: Street Fund (320): \$50,000.

Jordan Ayers
Deputy City Manager/Internal Services Manager

F. Wally Sandelin
Public Works Director

Prepared by Curtis Juran, Streets and Drainage Superintendent
FWS/CES/CJJ/dsg
cc: Charles E. Swimley, Jr., Deputy Public Works Director - Utilities
Curtis Juran, Streets and Drainage Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

**CITY OF LODI
PUBLIC WORKS DEPARTMENT**

CONTRACT CHANGE ORDER NO. 2

Sheet 1 of 1

Date: 01/20/2011

Account No. 1241014.1825.1300 = \$49,549.72

Account No. Street Fund 320 = \$50,000

PROJECT: 2009/2010 Curb, Gutter and Sidewalk Replacement Annual Contract

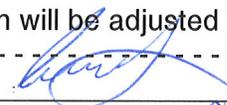
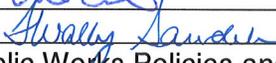
CONTRACTOR: Jeff Case Construction Company

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

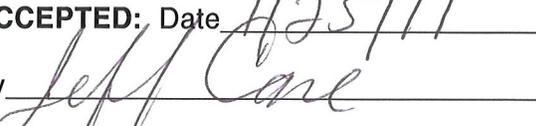
Staff budgeted \$50,000 for FY 2010-2011 in this account (1241014.1825.1300), \$46,570 was encumbered as per the contract approved by Council on June 16, 2010, Resolution No. 2010-92. The additional funds are requested to pay for additional work as policy obligates the City to repair certain offsets caused by City trees, damage due to utility cuts, and/or damage related to heat expansion. Currently, there is approximately \$20,000 in repairs needed. All work is performed using the contract dollar amounts for curb, gutter, and sidewalk.

		PERCENT OF CONTRACT
Original Contract Price	\$46,570	
Total Cost of This Change Order NOT TO EXCEED	\$50,000	107.4%
Previous Change Orders	\$2,979.72	6.4%
Total Cost of All Change Orders to Date	\$52,979.72	113.8%
Contract Price, Including All Change Orders, Will Be:	\$99,549.72	

Time of completion will be adjusted to end of fiscal year 2010/2011.

Submitted By  Date 01/20/2011
 Approval Recommended  Date 1/25/11
 Approved, Public Works Director  Date 1/26/11
 Approved, City Manager (Per Public Works Policies and Procedures, Administration 4.1)
 _____ Date _____

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 1/25/11 Contractor Jeff Case Co.
 By  Title Owner

If the contractor does not sign acceptance of this order, the contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.

1. AA# _____
 2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST	
TO:	Internal Services Dept. - Budget Division
3. FROM:	CURTIS JURAN
5. DATE:	01/20/2011
4. DEPARTMENT/DIVISION: PUBLIC WORKS/STREETS & DRAINAGE	

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	320		3205	Fund Balance	\$50,000
B. USE OF FINANCING	320	320030	7720	Curb/Gutter/Sidewalk	\$50,000

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>On June 16, 2010, Council authorized a one-year extension of the 2009/10 annual curb, gutter and sidewalk replacement contract. The Streets and Drainage Division has expended all appropriated funds approved with the extended contract for this fiscal year (2010/11); however, additional sidewalk repair is needed.</p> <p>Policy obligates the City to repair certain offsets caused by City trees, damage due to utility cuts, and/or damage related to heat expansion. Currently, there is approximately \$20,000 in repairs needed. A portion of that cost includes repairs that are the property owner's responsibility. If not responsive, the City will make the repairs and assess the property owner.</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: <u><i>Wally Saundel</i></u></p>

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

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

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACT CHANGE ORDER FOR
ANNUAL CURB, GUTTER AND SIDEWALK
REPLACEMENT CONTRACT AND FURTHER
APPROPRIATING ADDITIONAL FUNDS

=====

WHEREAS, on June 16, 2010, Council authorized a one-year extension of the 2009/10 annual curb, gutter and sidewalk replacement contract with Jeff Case Construction Company, of Galt; and

WHEREAS, the Streets and Drainage Division has expended all appropriated funds approved with the extended contract for this fiscal year (2010/11); however, additional sidewalk repair is needed at this time in the amount of \$20,000; and

WHEREAS, City policy obligates the City to repair certain offsets caused by City trees, damage due to utility cuts, and/or damage related to heat expansion; and

WHEREAS, staff recommends City Council approve a contract change order to cover the additional work and appropriate \$50,000 to fund sidewalk repair operations for the remainder of Fiscal Year 2010/11.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate \$50,000 from the Street Fund for this project.

Dated: February 16, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Authorize the City Manager to Execute Renewal and Amendment to Service Agreement Contract with the San Joaquin County Sheriff's Office for Community Corps for the period April 1, 2011 - June 30, 2012

MEETING DATE: February 16, 2011

PREPARED BY: Park Superintendent

RECOMMENDED ACTION: Authorize the City Manager to execute Renewal and Amendment to Service Agreement contract with the San Joaquin County Sheriff's Office for Community Corps for the period April 1, 2011 - June 30, 2012.

BACKGROUND INFORMATION: Community Corps is a work program offered through the San Joaquin County Sheriff's Department for County Jail inmates. Community Corps participants are scheduled through a central office of the Sheriff's Department. When a project is scheduled, participants are transported from the County facility directly to the work site. An Inmate Work Site Supervisor drives the bus to and from the County facility and provides work site supervision. It is the Inmate Work Site Supervisor's responsibility to supervise, direct and enforce program rules. The City does not provide transportation or supervision of Community Corps work program participants. This is a distinct program separate from Community Service and the Alternative Work Program. Staff anticipates a flat fee of \$350 per day for a Community Corps crew, including the supervision and transportation. The City is not responsible for providing workers compensation insurance for the Community Corps participants or the Inmate Work Site Supervisor.

FISCAL IMPACT: The Parks Division will use Community Corps crews a maximum of four times this fiscal year. Specific projects have been identified at Lodi Lake Park, Pixley Park, and the Grape Bowl. These projects are anticipated to cost \$5,000 this fiscal year. Using Community Corps allows the City to perform work that otherwise would not be done because of budget limitations.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Due to constraints on the Parks Division maintenance/operations budget, Community Corps participants will be utilized for three multi-day projects. Their cost is included in budget account numbers 107521, 107522, and 107523.

Jordan Ayers, Deputy City Manager

James M. Rodems
Interim Parks and Recreation Director

cc: City Attorney

***San Joaquin County Sheriff Department - Community Corps
Service Agreement with City of Lodi Parks & Recreation***

This Agreement is made and entered into on April 1, 2011, by and between the San Joaquin County Sheriff's Department Community Corps (hereinafter known as SHERIFF) and the City of Lodi Parks & Recreation (hereinafter known as CUSTOMER).

Whereas, the SHERIFF provides general labor by inmates and also provides for their supervision in performing various tasks in and about the CUSTOMER property; and

Whereas, the CUSTOMER can provide work opportunities for inmates and is desirous of obtaining the benefits of such labor and supervision;

Now, therefore, it is agreed as follows:

1. The term of this Agreement shall begin on the date indicated above and be in effect for twelve (12) months from that date. After initial contract term, upon written mutual agreement, this contract may be extended annually. Either party may terminate this Agreement after giving thirty (30) days written notice to the other.
2. The SHERIFF shall provide inmate laborers under the SHERIFF's supervision to perform the work as outlined in "Attachment A, Job Duties to be Performed by Inmate Labor Work Crews" in and about the grounds of the CUSTOMER. The SHERIFF shall be responsible for all aspects of transportation, safety and supervision of inmates when so engaged.
3. The CUSTOMER shall pay the SHERIFF the appropriate sum as adopted and established by the Board of Supervisors, in the Community Corps Program (CCP) fee schedule. The current fee schedule is attached and incorporated with this agreement. Services performed under this Agreement shall not exceed \$100,000 per year.
4. The CUSTOMER shall pay all associated disposal fees for work performed under this Agreement.
5. Each party agrees that it shall hold the other free and harmless from any and all liability for damage or claims for damage for personal injury or property damage occasioned by their respective performance of this Agreement, save and except for the sole negligence of each.
6. The CUSTOMER retains the right to direct the locations of work to be accomplished so long as the SHERIFF deems it safe for both the public and the inmates.

7. The SHERIFF agrees that all inmate workers and supervisors are and will remain members of the SHERIFF's workforce and will be covered under the SHERIFF's insurance programs, including worker's compensation coverage.
8. The SHERIFF will bill the CUSTOMER on a monthly basis in accordance to work performed under this Agreement. Invoices shall be submitted by the SHERIFF to:

Steve Dutra
City of Lodi Parks & Recreation
125 N. Stockton Street
209-333-6742
209-333-6153

9. This document and referenced attachments constitute the entire Agreement between the parties and may be amended by written consent by both parties.

Approved for SHERIFF by:

Approved for CUSTOMER by:

DINA JOSE
Honor Farm Lieutenant
7000 Michael N. Canlis Blvd.
French Camp, CA 95231-9781
209-468-4573

KONRADT BARTLAM, City Manager
City of Lodi
221 W. Pine Street
Lodi, CA 95240
209-333-6700

Date

Date

Approved as to Legal Form:
DAVID E. WOOTEN
San Joaquin County Counsel

ATTEST:

RANDI JOHL
City Clerk

By: _____
MATTHEW DACEY
Deputy County Counsel

APPROVE AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney



**SAN JOAQUIN COUNTY
SHERIFF-COMMUNITY CORPS
FEE SCHEDULE**

CREW ONLY	\$350 PER DAY	\$225 HALF DAY (3 Hours)
CREW & VEHICLE	\$450 PER DAY	\$300 HALF DAY (3 Hours)
CREW & VEHICLE TOOLS	\$550 PER DAY	\$375 HALF DAY (3 Hours)

Crew size and vehicle type will be determined on a case by case basis. Factors used to determine crew size and vehicle type are the location of the job, potential safety and security issues and the type of inmates available for deployment on the job. (AWP inmates or In custody inmates)



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Transfer Funds to the Sacramento Municipal Utility District for the Youth Energy Summit Program

MEETING DATE: February 16, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to transfer funds to the Sacramento Municipal Utility District for the Youth Energy Summit Program.

BACKGROUND INFORMATION: The Youth Energy Summit (YES) event is an annual activity co-funded and co-hosted by Lodi Electric Utility (LEU), Sacramento Municipal Utility District (SMUD) and Redding Electric Utility (REU). This event is designed to educate juniors and seniors in high school regarding various energy industry topics, such as: energy conservation, renewable energy resources, green building, utility careers, alternative-fueled vehicles, environmental sustainability, and more. Participating students then create a community service learning project, and ultimately vie for college scholarships, which LEU supports through its Public Benefits Program.

LEU has managed the scholarship funds and other payments associated with the YES. Funds in this account include: LEU Public Benefit dollars, outside business contributions, and funding from SMUD and REU.

In an effort to streamline activities, and shift the financial accounting to the host utility, SMUD, staff is seeking authority to transfer the balance in this account to SMUD. LEU will continue to support the YES event, with both time and financial resources, in the months and years ahead.

Staff recommends approval of the action to transfer funds (\$34,882.69) in this account to SMUD for oversight and management of said funds.

FISCAL IMPACT: Youth Energy Summit funds will shift to SMUD's control.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers, Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service & Programs

EAK/RSL/lt

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO TRANSFER
FUNDS TO THE SACRAMENTO MUNICIPAL UTILITY
DISTRICT FOR THE YOUTH ENERGY SUMMIT
PROGRAM

=====

WHEREAS, Lodi Electric Utility is a co-sponsor with the Sacramento Municipal Utility (SMUD) and Roseville Electric Utility of the annual Youth Energy Summit Program, a program designed to educate high school students regarding various energy-related topics; and

WHEREAS, Lodi Electric Utility, in an effort to streamline activities of the Youth Energy Summit, desires to move the financial accounting into one central location by shifting all financial accounting, processing and transaction responsibility to the hosting utility, SMUD.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to transfer the existing balance of \$34,882.69 in the designated City of Lodi financial account to the Sacramento Municipal Utility District for the Youth Energy Summit Program.

Dated: February 16, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following Vote:

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

RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 16, 2011, to Consider Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for March 16, 2011, 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 1.096 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 0.308 percent. The total rate increase requested by Central Valley Waste Services is 1.404 percent.

The proposed rates are attached. For most residential customers, the rate increase will be less than 33 cents per month. The effective date of the proposed rates is April 1, 2011.

FISCAL IMPACT: Franchise fees paid to the City will increase by approximately \$12,000.

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, 2011 THROUGH MARCH 31, 2012

	Current Rate Per Month	New Rate Per Month
<u>1. 35 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 22.83	\$ 23.15
2 Refuse Carts	\$ 57.02	\$ 57.82
3 Refuse Carts	\$ 91.25	\$ 92.53
4 Refuse Carts	\$ 125.49	\$ 127.26
<u>2. 64 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 34.33	\$ 34.82
2 Refuse Carts	\$ 85.79	\$ 86.99
3 Refuse Carts	\$ 137.24	\$ 139.16
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 74.85	\$ 75.90
2 Refuse Carts	\$ 149.71	\$ 151.81
3 Refuse Carts	\$ 224.56	\$ 227.71
<u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u>		
Monthly rate is reduced one (1) dollar from above	\$ (1.00)	\$ (1.00)
<u>5. LOW VOLUME USER 1X PER WEEK****</u>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 15.53	\$ 15.75
<u>6. ADDITIONAL 64 GALLON RECYCLING CARTS</u>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 12.30	\$ 12.47
<u>7. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$ 12.30	\$ 12.47

8. BACK YARD SERVICE****

Monthly service charge
Qualified Disabled

\$	12.63	\$	12.81
	No Add'l Charge		No Add'l Charge

Notes:

******Applies to Single Family Dwellings Only**

**CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2011 THROUGH MARCH 31, 2012**

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	\$ 120.97	\$ 225.05	\$ 515.68	\$ 930.66	\$ 1,470.00	\$ 2,133.69
2	\$ 192.20	\$ 350.67	\$ 732.93	\$ 1,264.46	\$ 1,945.21	\$ 2,775.16
3	\$ 263.42	\$ 476.24	\$ 950.18	\$ 1,598.25	\$ 2,420.37	\$ 3,416.61
4	\$ 334.63	\$ 601.80	\$ 1,167.43	\$ 1,932.00	\$ 2,895.56	\$ 4,058.11
5	\$ 405.87	\$ 727.38	\$ 1,384.67	\$ 2,265.82	\$ 3,370.77	\$ 4,699.54
6	\$ 477.09	\$ 852.96	\$ 1,601.90	\$ 2,599.62	\$ 3,845.94	\$ 5,341.01
7	\$ 548.32	\$ 978.58	\$ 1,819.17	\$ 2,933.38	\$ 4,321.13	\$ 5,982.49
8	\$ 619.52	\$ 1,104.12	\$ 2,036.44	\$ 3,267.12	\$ 4,796.31	\$ 6,623.97
9	\$ 690.75	\$ 1,229.74	\$ 2,253.67	\$ 3,600.94	\$ 5,271.54	\$ 7,265.44
10	\$ 762.00	\$ 1,355.32	\$ 2,470.91	\$ 3,934.73	\$ 5,746.70	\$ 7,906.87

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	\$ 176.28	\$ 332.23	\$ 687.49	\$ 1,175.58	\$ 1,796.54	\$ 2,550.34
2	\$ 299.34	\$ 558.20	\$ 1,056.12	\$ 1,713.52	\$ 2,530.31	\$ 3,506.55
3	\$ 422.44	\$ 784.14	\$ 1,424.84	\$ 2,251.47	\$ 3,264.09	\$ 4,462.74
4	\$ 545.50	\$ 1,010.13	\$ 1,793.48	\$ 2,789.40	\$ 3,997.90	\$ 5,418.95
5	\$ 668.64	\$ 1,236.01	\$ 2,162.14	\$ 3,327.35	\$ 4,731.67	\$ 6,375.14
6	\$ 791.72	\$ 1,462.00	\$ 2,530.74	\$ 3,865.29	\$ 5,465.47	\$ 7,331.35
7	\$ 914.84	\$ 1,687.95	\$ 2,899.47	\$ 4,403.22	\$ 6,199.24	\$ 8,287.52
8	\$ 1,037.90	\$ 1,913.92	\$ 3,268.13	\$ 4,941.16	\$ 6,933.03	\$ 9,243.74
9	\$ 1,161.03	\$ 2,139.87	\$ 3,636.78	\$ 5,479.09	\$ 7,665.98	\$ 10,199.93
10	\$ 1,284.12	\$ 2,365.80	\$ 4,005.44	\$ 6,017.02	\$ 8,401.85	\$ 11,156.13

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	\$ 224.40	\$ 425.19	\$ 825.21	\$ 1,358.08	\$ 2,023.81	\$ 2,822.41
2	\$ 395.65	\$ 744.06	\$ 1,331.59	\$ 2,078.52	\$ 2,984.89	\$ 4,050.68
3	\$ 566.91	\$ 1,062.97	\$ 1,837.98	\$ 2,798.99	\$ 3,945.96	\$ 5,278.95
4	\$ 738.12	\$ 1,381.84	\$ 2,344.34	\$ 3,519.42	\$ 4,907.05	\$ 6,507.23
5	\$ 909.38	\$ 1,700.74	\$ 2,850.74	\$ 4,239.90	\$ 5,868.17	\$ 7,735.52
6	\$ 1,080.66	\$ 2,019.59	\$ 3,357.11	\$ 4,960.32	\$ 6,829.21	\$ 8,963.78
7	\$ 1,251.88	\$ 2,338.10	\$ 3,863.50	\$ 5,680.75	\$ 7,790.26	\$ 10,192.08
8	\$ 1,423.12	\$ 2,657.36	\$ 4,369.88	\$ 6,401.21	\$ 8,751.38	\$ 11,420.35
9	\$ 1,594.37	\$ 2,976.29	\$ 4,876.28	\$ 7,121.64	\$ 9,712.43	\$ 12,648.63
10	\$ 1,765.62	\$ 3,295.16	\$ 5,382.65	\$ 7,842.10	\$ 10,673.49	\$ 13,876.87

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	\$ 272.58	\$ 518.11	\$ 962.95	\$ 1,540.63	\$ 2,251.14	\$ 3,094.50
2	\$ 491.96	\$ 929.94	\$ 1,607.04	\$ 2,443.56	\$ 3,439.51	\$ 4,594.87
3	\$ 711.36	\$ 1,341.81	\$ 2,251.17	\$ 3,346.56	\$ 4,627.88	\$ 6,095.24
4	\$ 930.78	\$ 1,753.64	\$ 2,895.28	\$ 4,249.53	\$ 5,816.29	\$ 7,595.56
5	\$ 1,150.16	\$ 2,165.46	\$ 3,539.39	\$ 5,152.47	\$ 7,004.68	\$ 9,095.97
6	\$ 1,369.60	\$ 2,577.31	\$ 4,183.53	\$ 6,055.44	\$ 8,193.02	\$ 10,596.31
7	\$ 1,589.03	\$ 2,989.17	\$ 4,827.65	\$ 6,958.41	\$ 9,381.38	\$ 12,096.67
8	\$ 1,808.46	\$ 3,400.99	\$ 5,471.75	\$ 7,861.35	\$ 10,569.78	\$ 13,597.04
9	\$ 2,027.84	\$ 3,812.83	\$ 6,115.87	\$ 8,764.33	\$ 11,758.19	\$ 15,097.42
10	\$ 2,247.30	\$ 4,224.66	\$ 6,759.95	\$ 9,667.27	\$ 12,946.55	\$ 16,597.77

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	\$ 320.72	\$ 611.08	\$ 1,100.68	\$ 1,723.11	\$ 2,478.45	\$ 3,366.57
2	\$ 588.30	\$ 1,115.83	\$ 1,882.55	\$ 2,808.63	\$ 3,894.11	\$ 5,139.00
3	\$ 855.84	\$ 1,620.63	\$ 2,664.39	\$ 3,894.09	\$ 5,309.81	\$ 6,911.50
4	\$ 1,123.42	\$ 2,125.42	\$ 3,446.24	\$ 4,979.57	\$ 6,725.48	\$ 8,683.97
5	\$ 1,391.04	\$ 2,630.22	\$ 4,228.05	\$ 6,065.06	\$ 8,141.15	\$ 10,456.42
6	\$ 1,658.58	\$ 3,134.98	\$ 5,009.93	\$ 7,150.52	\$ 9,556.86	\$ 12,228.84
7	\$ 1,926.19	\$ 3,639.76	\$ 5,791.77	\$ 8,236.04	\$ 10,972.54	\$ 14,001.28
8	\$ 2,193.74	\$ 4,144.54	\$ 6,573.63	\$ 9,321.51	\$ 12,388.20	\$ 15,773.76
9	\$ 2,461.35	\$ 4,649.35	\$ 7,355.45	\$ 10,406.99	\$ 13,803.91	\$ 17,546.20
10	\$ 2,728.91	\$ 5,154.14	\$ 8,137.31	\$ 11,492.46	\$ 15,219.55	\$ 19,318.66

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	\$ 368.85	\$ 704.00	\$ 1,238.43	\$ 1,905.65	\$ 2,705.73	\$ 3,638.69
2	\$ 684.59	\$ 1,301.72	\$ 2,157.97	\$ 3,173.63	\$ 4,348.72	\$ 5,683.19
3	\$ 1,000.32	\$ 1,899.43	\$ 3,077.57	\$ 4,441.62	\$ 5,991.66	\$ 7,727.75
4	\$ 1,316.05	\$ 2,497.15	\$ 3,997.09	\$ 5,709.60	\$ 7,634.66	\$ 9,772.24
5	\$ 1,631.79	\$ 3,094.85	\$ 4,916.67	\$ 6,977.58	\$ 9,277.61	\$ 11,816.78
6	\$ 1,947.50	\$ 3,692.63	\$ 5,836.26	\$ 8,245.58	\$ 10,920.59	\$ 13,861.32
7	\$ 2,263.22	\$ 4,290.35	\$ 6,755.80	\$ 9,513.56	\$ 12,563.58	\$ 15,905.84
8	\$ 2,578.93	\$ 4,888.07	\$ 7,675.39	\$ 10,781.56	\$ 14,206.52	\$ 17,950.35
9	\$ 2,894.67	\$ 5,485.76	\$ 8,594.98	\$ 12,049.55	\$ 15,849.52	\$ 19,994.89
10	\$ 3,210.44	\$ 6,083.48	\$ 9,514.52	\$ 13,317.52	\$ 17,492.48	\$ 22,039.45

CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE

EFFECTIVE APRIL 1, 2011 THROUGH MARCH 31, 2012

	<u>CURRENT RATES</u>	<u>NEW RATES</u>
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 158.26	\$ 160.48
2. Weighed Tons Disposed/Box X Processing Charge	\$ 35.64	\$ 36.14
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
 TOTAL BILL (1+2+3)	<input style="width: 100px; height: 20px;" type="text"/>	

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 200.84	\$ 203.66
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 35.64	\$ 36.14
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, 2011 THROUGH MARCH 31, 2012

	<u>CURRENT</u> <u>RATES</u>	<u>NEW</u> <u>RATES</u>
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	\$ 269.12	\$ 272.90
2. Tons Disposed/Box X Processing Charge	\$ 35.64	\$ 36.14
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
 TOTAL BILL (1+2+3)		<div style="border: 1px solid black; width: 80px; height: 15px; margin: 0 auto;"></div>

* 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.

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: Conduct a Public Hearing to Consider the Approval of an Amendment of the 2010/11 Action Plan and the Reallocation of Available Community Development Block Grant (CDBG) Program funds.

MEETING DATE: February 16, 2011

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a Public Hearing to consider the approval of an amendment to the 2010/11 Action Plan and the reallocation of available Community Development Block Grant (CDBG) Program funds.

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

The allocation of CDBG funds for the Water Meter Replacement Project are available for reallocation as it has been determined that the cost for administering the CDBG funding for that activity (i.e. eligibility determination, environmental review and clearance, etc.) would exceed the funding provided to each eligible recipient, and therefore not cost-effective. Additionally, with the decrease in water meter cost to \$8.53 per month for three years in the payment plan, it is now felt that the cost is more affordable.

In addition, a portion of the allocation of CDBG funds for Graffiti Abatement are available for reallocation to another eligible Public Service activity, as it has been determined that they will not be able to use the full allocation amount before the end of the fiscal year.

The reallocation of these funds to other eligible activities requires an amendment to the Action Plan through a Public Hearing. The amended Action Plan document, attached as Exhibit A, further describes the following recommendations for the reallocation of these funds:

<u>Source of Reallocated Funds – Amount</u>	<u>Distribution of Reallocated Funds - Amount</u>
10-02 Water Meter Installation - \$224,384.19	10-11 Alley Drainage Improvement - \$144, 384.19
	10-10 Economic Development RLF - \$80,000.00
10-06 Graffiti Abatement - \$17,750	10-09 Spay/Neuter Program - \$17,750

APPROVED: _____
Konradt Bartlam, City Manager

As noted above, a major portion of the Water Meter Installation Project will be reallocated to a new 2010 Alley Drainage Improvement Project. The City will reconstruct three alleys in target areas in order to increase accessibility and drainage. Existing alley paving will be removed and replaced with storm drains and pervious concrete. The open 2009 alley drainage project (with a remaining balance of about \$200,000) will be used in coordination with this project.

The balance of Water Meter Installation project funding will be reallocated to the existing Economic Development RLF Program to be made available for loans and for a comprehensive economic development strategy and implementation plan that will be used to guide the City's decision-making relative to business attraction, retention, and expansion activities.

A portion of the 2010 Graffiti Abatement funding will be reallocated to the existing Spay/Neuter Program, which has depleted its original allocation of \$15,000 and will be able to use these funds by the end of the fiscal year.

FISCAL IMPACT: This reallocation will accommodate the timely use of our CDBG funding.

FUNDING AVAILABLE: 2010/11 Community Development Block Grant

Jordan Ayers, Deputy City Manager

Konradt Bartlam
Community Development Director

KB/jw

Attachments

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE AMENDMENT OF THE 2010/11 ACTION
PLAN AND THE REALLOCATION OF AVAILABLE
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

=====

WHEREAS, a total of \$242,134.19 in Entitlement CDBG funding is available for reallocation from the following projects:

10-02	Water Meter Installation Project	\$224,384.19
10-06	Graffiti Abatement	\$ 17,750.00

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the amendment to the 2010/11 Action Plan and authorize reallocation of Entitlement CDBG, funding as indicated below:

Source	Amount	Distribution
10-02 Water Meter Installation	\$144,384.19	10-11 Alley Drainage Improvement
10-02 Water Meter Installation	\$80,000.00	10-10 Economic Development RLF
10-06 Graffiti Abatement	\$17,750.00	10-09 Spay/Neuter Program

Dated: February 16, 2011

=====

I hereby certify that Resolution 2011-_____ was passed and adopted by the Lodi City Council in a regular meeting held on February 16, 2011, by the following vote:

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

RANDI JOHL
City Clerk

2010-11 ACTION PLAN AMENDMENT #2

I. INTRODUCTION

The 2010-11 Action Plan is a one-year plan to address housing and community development needs in the City of Lodi, with a particular focus on the needs of and low- and moderate-income households. In 2010-11, the City will receive \$810,608 from the federal Community Development Block Grant (CDBG) program. The CDBG program is implemented by the Neighborhood Services Division in the Community Development Department.

The 2010-11 Action Plan was adopted on May 5, 2010, and approved by the US Department of Housing and Urban Development in June 2010. The Action Plan was amended on September 15, 2010. Since that time, the City has identified two projects that have funding available for reallocation. These projects either will not move forward or are expected to have total costs that are lower than anticipated, and so the City will move fund balances to other projects.

Questions regarding this Action Plan amendment should be directed to the staff within this division at:

CDBG Program Administrator
City of Lodi
221 W. Pine Street, PO Box 3006
Lodi, CA 95241
209-333-6711

The Action Plan amendment was made available for public review during a 30-day public comment period from January 14, 2011 to February 16, 2011. A public notice announcing its availability was published in the *Lodi News-Sentinel* on December 31, 2010. A public hearing on the report was held on February 16, 2011 at the Lodi City Council meeting.

II. REALLOCATED FUNDS

Funds from two 2010-11 projects are proposed for reallocation:

- **Water Meter Installation, \$224,384.19.** After extensive review by staff, it was determined that implementation of this project would be more cost-efficient if another source of available funding was used. The project's full balance is proposed for reallocation.
- **Graffiti Abatement, \$17,750.00.** The graffiti abatement program has consistently spent approximately \$12,000 per quarter, which would leave a substantial balance at the end of the fiscal year. Staff administratively reallocated \$2,250 of the project's funds (to the Spay/Neuter Program) and proposes an additional reallocation of \$17,750, for a total of \$20,000.

2010-11 ACTION PLAN AMENDMENT #2

III. ACTIVITY CHANGES

The City has identified existing activities to which it will commit reallocated funds. In order to commit a substantial amount of additional funds to existing activities, the City must amend the 2010-11 Action Plan. A description of the activities and proposed funding follows.

Alley Drainage Improvements

The City will reconstruct at least two alleys in target areas in order to increase accessibility and drainage. Existing alley paving will be removed and replaced with storm drains and pervious concrete. The open 2009 alley drainage project (with a remaining balance of about \$200,000) will be used in coordination with this project.

Output: 2 public facility projects completed
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-1
Funding: \$0 current + \$144,384.19 additional = \$144,384.19

Spay/Neuter Program

The City will offer a spay/neuter program for feral cats trapped and released in target areas and pets (cats and pit bulls) owned by low-income households.

Output: 525 households assisted
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-1, CD-3
Funding: \$17,250 current + \$17,750 additional = \$35,000

Economic Development Revolving Loan Fund

The Economic Development Revolving Loan Fund will make loans available to businesses creating or retaining low-income jobs. Up to \$35,000 per full-time low-income job will be available to Lodi business owners.

Output: 2 business loans
Outcome Category: Accessibility for the purpose of expanding economic opportunities
Goals Addressed: CD-2
Funding: \$80,000 current + \$80,000 additional = \$160,000

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: 2010-11 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN
AMENDMENT

PUBLISH (DATES): December 31, 2010

TEAR SHEETS WANTED: 1 EXTRA (ONLY) DELIVER TO: Community Development
Dept.

AFFIDAVIT & BILL TO: Community Development - CDBG
City of Lodi
221 W. Pine Street
Lodi, CA 95241

DATE: December 8, 2010

ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Manager



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER THE APPROVAL OF AN AMENDMENT OF THE 2010/11 ACTION PLAN AND REALLOCATION OF AVAILABLE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS

On Friday, February 4, 2011, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider the approval of an amendment of the 2010/11 Action Plan and reallocation of available Community Development Block Grant Program funds (attached and marked as Exhibit A) was posted at the following locations:

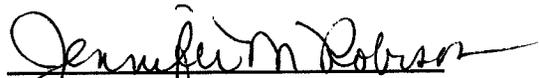
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 4, 2011, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Dated: December 31, 2010

NOTICE IS HEREBY GIVEN that on **Wednesday, February 16, 2011**, at the hour of **7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

2010-11 Community Development Block Grant Action Plan Amendment

The City of Lodi plans to amend its 2010-11 Action Plan. As a recipient of Community Development Block Grant (CDBG) funding, the City has developed an Action Plan that describes the activities proposed to be funded in 2010-11. The Action Plan generally describes how the City will utilize program funds for eligible activities during the fiscal year. The Action Plan can be amended as needed to reallocate funds to housing and community development activities. The City proposes to reallocate funds from projects with a projected funding balance to public services and public works projects.

The release of this notice is part of the City's activities to fulfill federal citizen participation requirements. The Action Plan amendment must be available to the public and the City must provide reasonable access to documents.

The Action Plan amendment will be available for public review at the Lodi City Hall, 221 West Pine Street. The Action Plan documents will also be available for public review on the City's website at http://www.lodi.gov/community_development/Neighborhoods/CDBG.html. Copies of the documents will be made available upon request.

The public review and comment period begins January 14, 2011 and will end February 16, 2011. The City Council will consider adoption of the Consolidated Plan documents and provide an opportunity for public comment at their February 16, 2011 meeting.

Questions or comments regarding the Action Plan amendment can be directed to Joseph Wood, Neighborhood Services Manager, at (209) 333-6711 or jwood@lodi.gov.

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (209) 333-6702. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Expiring Terms on the Lodi Improvement Committee

MEETING DATE: February 16, 2011

PREPARED BY: City Clerk

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

BACKGROUND INFORMATION: Several terms on the Lodi Improvement Committee are due to expire. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. Therefore, it is recommended that the City Council direct the City Clerk to post for the expiring terms shown below.

Lodi Improvement Committee

Reyes Jaramillo	Term to expire March 1, 2011
Timothy Litton	Term to expire March 1, 2011
Rosie Ortiz	Term to expire March 1, 2011

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the Lodi Improvement Committee and Site Plan and Architectural Review Committee
MEETING DATE: February 16, 2011
PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Lodi Improvement Committee and Site Plan and Architectural Review Committee.

BACKGROUND INFORMATION: Previously, the City Council directed the City Clerk to post for vacancies and expiring terms on the Lodi Improvement Committee and Site Plan and Architectural Review Committee. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

Lodi Improvement Committee

Lisa Nixon Term to expire March 1, 2012

NOTE: Two applicants (two applications on file); posting 11/17/10; application deadline 12/20/10

Site Plan and Architectural Review Committee

Crystal Kirst Term to expire January 1, 2015

NOTE: Two applicants (one seeking reappointment and one new application); posting 10/20/10; application deadline 11/22/10

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.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Introduce an Ordinance Adding Chapter 9.30 to the Lodi Municipal Code Prohibiting the Establishment and Operation of Medical Marijuana Dispensaries in the City of Lodi.

MEETING DATE: February 16, 2011

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Introduce an ordinance adding Chapter 9.30 to the Lodi Municipal Code prohibiting the establishment and operation of medical marijuana dispensaries in the City of Lodi.

BACKGROUND INFORMATION: The City has a moratorium on the establishment or operation of medical marijuana dispensaries within the City. The moratorium expires on April 13, 2011.

At a Shirtsleeve meeting on December 21, 2010, the City Attorney's office presented an extensive presentation of the history of medical marijuana legislation and the current state of the law governing the growing, distribution and use of medical marijuana in California.

The original intent of the Compassionate Use Act of 1996 (Proposition 215) was to allow individuals to grow marijuana individually and collectively for medical purposes and ensure a defense to criminal charges for possession. In 2003, Senate Bill 420, known as "The Medical Marijuana Program Act," allowed for properly organized and operated collectives and cooperatives to distribute medical marijuana through storefront operations, commonly referred to as dispensaries. By permitting the distribution of medical marijuana through storefront dispensaries, the burden has been placed on each jurisdiction within the state to ensure that these facilities meet and comply with state law.

At the December 21, 2010 meeting, options were presented for Council discussion and consideration regarding the regulation of medical marijuana dispensaries. Issues discussed included a registration process and requirements for dispensaries, operating requirements, taxing/fees, and land-use considerations, including secondary effects medical marijuana dispensaries present for the community. Public comment was also received.

Council expressed concerns regarding the secondary effects medical marijuana dispensaries could have in the community along with the difficulties of ensuring that the marijuana dispensed through storefront dispensaries comes from legitimate sources, is distributed to qualified patients or caregivers, and is a not-for-profit business.

Based on the direction received from Council, the City Attorney's office has drafted an ordinance prohibiting the establishment and operation of medical marijuana dispensaries,

APPROVED: _____

Konradt Bartlam, City Manager

including collectives and cooperatives, within the City of Lodi. The proposed ordinance will not impact the cultivation and use of medical marijuana by individuals in conformance with state law.

Under the proposed ordinance, a violation of the prohibition on the establishment or operation of a medical marijuana dispensary is declared a public nuisance and may be summarily abated by the City pursuant to a civil action brought under state law or by initiating administrative proceedings pursuant to Chapter 1.10 of the Lodi Municipal Code.

FISCAL IMPACT: None.

FUNDING: None.

Janice D. Magdich
Deputy City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 9 – PUBLIC PEACE, MORALS AND WELFARE BY ADDING CHAPTER 9.30 “MEDICAL MARIJUANA DISPENSARIES”

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 9 – Public Peace, Morals and Welfare – is hereby amended by adding Chapter 9.30, “Medical Marijuana Dispensaries,” to read as follows:

CHAPTER 9.30

MEDICAL MARIJUANA DISPENSARIES

SECTIONS:

- 9.30.010 Definitions
- 9.30.020 Establishment and Operation of Medical Marijuana Dispensaries Prohibited.
- 9.30.030 Public Nuisance
- 9.30.040 Civil Penalties

Section 9.30.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

- A. “Medical Marijuana” is marijuana authorized in strict compliance with Health and Safety Code Section 11362.5, et seq.
- B. “Medical Marijuana Dispensary” means any facility or location, whether fixed or mobile, where medical marijuana is cultivated or by any means made available to, distributed by, or distributed to two (2) or more of the following: a qualified patient, a person with an identification card, or a primary caregiver in strict accordance with Health and Safety Code Sections 11362.5, et seq., and 11362.7, et seq.

A medical marijuana dispensary shall not include the following uses, so long as such uses comply with this code, Health and Safety Code Section 11362.5 et seq., and other applicable law:

- 1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code.
- 2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code.
- 3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.
5. A hospice or a home health agency, licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

C. "Person with an identification card" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

D. "Primary caregiver" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

E. "Qualified patient" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

Section 9.30.020 Establishment and Operation of Medical Marijuana Dispensaries Prohibited.

No person shall establish, operate or permit the establishment or operation of a medical marijuana dispensary in or upon any premises in the City of Lodi.

Section 9.30.030 Public Nuisance

Any use or condition caused, or permitted to exist, in violation of any provision of this chapter 9.30 shall be; and hereby is declared to be a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731.

Section 9.30.040 Civil Penalties

In addition to any other enforcement permitted by this Chapter 9.30, the City Attorney may bring a civil action for injunctive relief and civil penalties pursuant to Chapter 1.10 of this code against any person or entity that violates this Chapter 9.30. In any civil action brought pursuant to this Chapter 9.30, a court of competent jurisdiction may award reasonable attorneys fees and costs to the prevailing party.

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. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 4. 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 ____ day of _____, 2011.

BOB JOHNSON
Mayor

Attest:

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. ____ was introduced at a regular meeting of the City Council of the City of Lodi held February 16, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2011, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:
D. STEPHEN SCHWABAUER
City Attorney, City of Lodi

By _____
JANICE D. MAGDICH
Deputy City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Contract and Art Pieces as Proposed by the Art Advisory Board for the Seward Johnson Sculpture Exhibit for Display in Downtown Lodi from April 2011 through Mid-July 2011 and Appropriating Funds

MEETING DATE: February 16, 2011

PREPARED BY: James M. Rodems, Community Center Director

RECOMMENDED ACTION: Approve contract and art pieces as proposed by the Art Advisory Board for the Seward Johnson sculpture exhibit for display in downtown Lodi from April 2011 through Mid-July 2011 and appropriating funds.

BACKGROUND INFORMATION: On May 26, 2010, the Art Advisory Board voted to create an ad hoc committee to research the Seward Johnson Interactive Sculpture Exhibit and present a proposal to City Council for approval. Ten sculptures of various characters posed in everyday situations would be located at public locations throughout downtown Lodi. The unveiling of the sculpture exhibit will coincide with the Spring Wine Stroll on April 15, 2011, and continue through the first six weeks of the Downtown Farmer's Market.

The proposed pieces are as follows: *Holding Out, Shaping Up, Just A Taste, Nice to See you, Attic Trophy, Ambassador of the Streets, No Mommy That One, Contact, On Top of the News and My Dog Has Fleas.*

The proposed project was passed at the City Council meeting on September 1, 2010. The contract and the sculptures are now being presented for Council approval.

FISCAL IMPACT: \$30,000.00 was allocated at the September 1, 2010 meeting. The additional cost of the program is \$615.00. This amount will also be allocated from the Art in Public Places account. The total amount of the \$30,615.00 includes the exhibit, transportation, and insurance.

FUNDING AVAILABLE: \$192,774.39 as of January 31, 2011.
Account number for the Johnson Sculpture Exhibit #1214011

Jordan Ayers, Deputy City Manager

James M. Rodems
Community Center Director

JR/dkb
Attachments

APPROVED: _____
Konradt Bartlam, Interim City Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: James M. Rodems 5. DATE: February 4, 2011
 4. DEPARTMENT/DIVISION: COM

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1214	0205	7205	Art in Public Places	\$ 615.00
B. USE OF FINANCING	1214	1214013	1825	Downtown Sculptures	\$ 615.00

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.

Ten sculptures of various characters posed in everyday situations are to be located at public locations throughout downtown Lodi. The 'unveiling' of the exhibit is to coincide with the Chamber of Commerce's Spring Wine Stroll on April 15, 2011 and will conclude the second week of July. The cost includes display of the pieces, transportation and insurance.

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

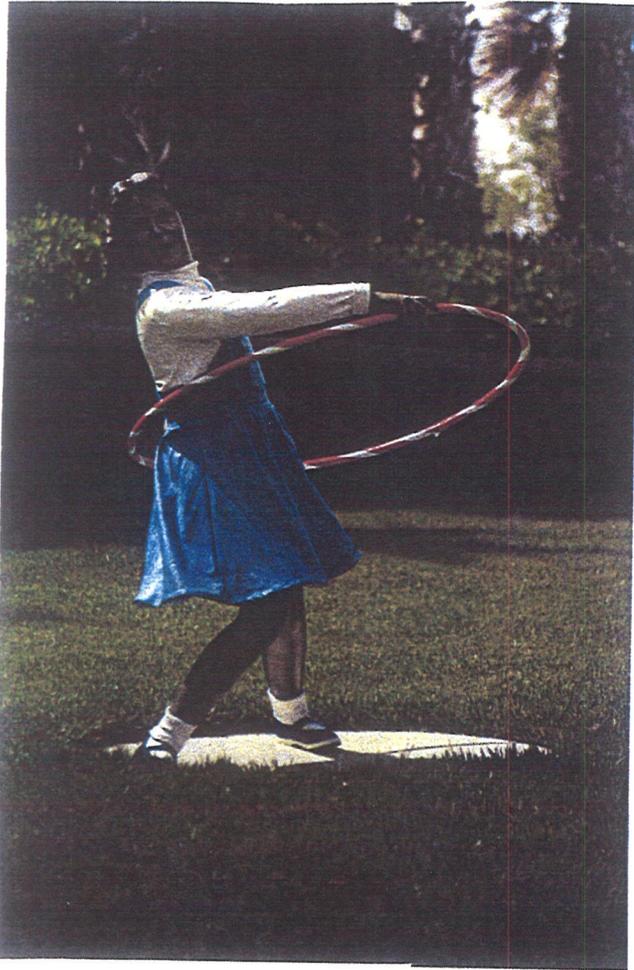
Meeting Date: Feb. 16, 2011 Res No: 2010-157 Attach copy of resolution to this form.

Department Head Signature: *James M. Rodems*

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

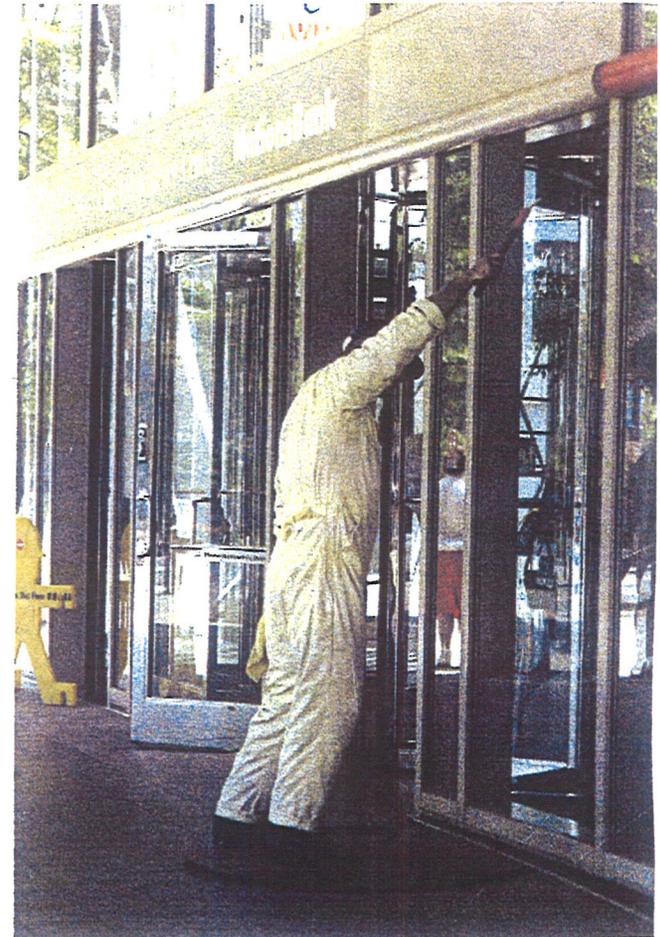
Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

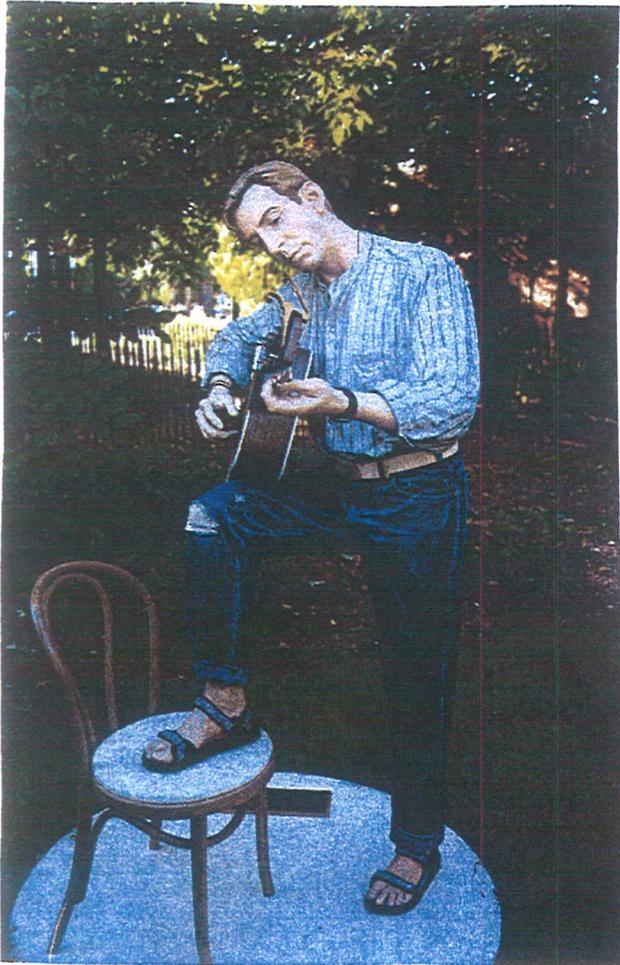


Attic Trophy A



Nice to See You





My Dog Has Fleas



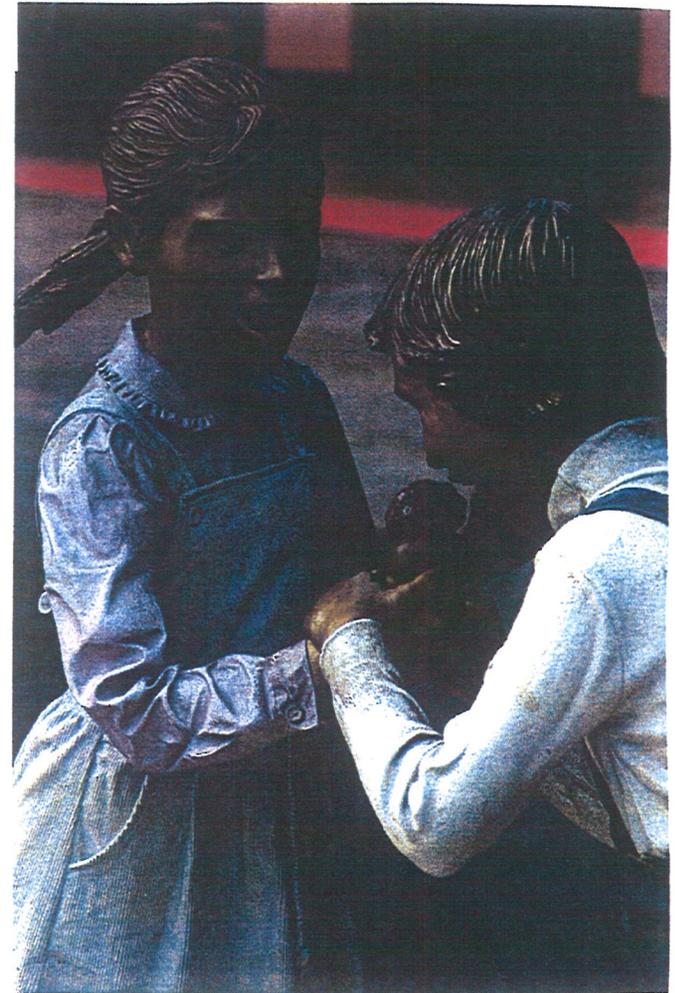
On Top of the News



Contact

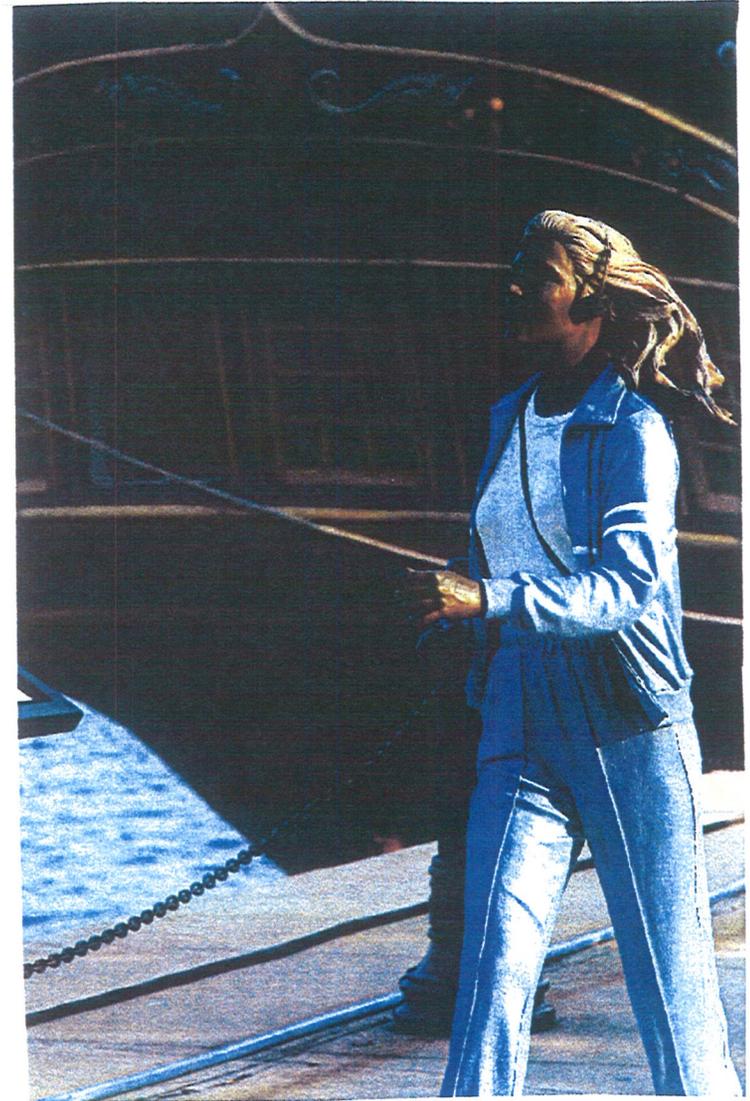


★ Just a Taste *(last casting)* >





No, Mommy, That One



Shaping Up



Ambassador of the Streets

Holding Out >



EXHIBIT A

Sculpture(s) on Loan from the Foundation

[Please provide list per Section 1(b), including Stated Value(s) per Section 12(a)(i).]

1.	Seward Johnson, <i>Holding Out</i>	\$86,000.00
2.	Seward Johnson, <i>Shaping Up</i>	\$86,000.00
3.	Seward Johnson, <i>Just A Taste</i>	\$100,000.00
4.	Seward Johnson, <i>Nice to See You</i>	\$86,000.00
5.	Seward Johnson, <i>Attic Trophy</i>	\$80,000.00
6.	Seward Johnson, <i>Ambassador of the Streets</i>	\$86,000.00
7.	Seward Johnson, <i>No Mommy, That One</i>	\$100,000.00
8.	Seward Johnson, <i>Contact</i>	\$120,000.00
9.	Seward Johnson, <i>On Top of the News</i>	\$86,000.00
10.	Seward Johnson, <i>My Dog Has Fleas</i>	\$86,000.00

**SCULPTURE EXHIBITION AGREEMENT
FOR J. SEWARD JOHNSON, JR. WORK(S)**

This Agreement is made this 23 day of December, 2010 ("Effective Date") by The Sculpture Foundation, Inc. (the "Foundation"), a nonprofit corporation organized under the laws of the State of New Jersey, with a place of business at 14 Fairgrounds Road, Hamilton, New Jersey 08619, and the City of Lodi: Division of Arts and Culture ("Exhibitor"), a [] organized under the laws of the State of _____, with a place of business at 125 S. Hutchins Street, Lodi, California 95240. (The Foundation and Exhibitor shall each be referred to herein as a "Party" or, collectively, as the "Parties").

WHEREAS, the Foundation is a nonprofit corporation organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose mission is to: promote public appreciation and knowledge of art and public placement and view of sculpture; support and lend art to businesses, individuals, charitable organizations, and government entities for public exhibition; and build and revitalize communities through the public placement of art; and

WHEREAS, the Foundation owns certain works of art created by J. Seward Johnson, Jr. for the purposes of public exhibition, display, loan, sale and donation in furtherance of its charitable and educational purposes; and

WHEREAS, the Foundation desires to loan certain sculptural work(s) of art to Exhibitor for the purposes of public display and education in accordance with the terms of this Agreement; and

WHEREAS, Exhibitor wishes to display certain sculpture(s) in publicly open and unsupervised areas received from the Foundation for charitable purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS AND AGREEMENT

1. Definitions.

(a) Loaned Sculpture(s). The term "Loaned Sculpture(s)" shall mean sculpture(s) owned by the Foundation created by J. Seward Johnson, Jr., loaned to Exhibitor in accordance with the terms of this Agreement and listed in Exhibit A, including, if any, related frames, pedestals, bases, installation structures, background material crating, packaging and/or any other item supplied by the Foundation in connection with any Loaned Sculpture(s).

(b) Loan Period. The term "Loan Period" will mean the period from the date on which Exhibitor receives the Loaned Sculpture(s) listed in Exhibit A, until the date that the Exhibitor makes the Loaned Sculpture(s) available for return to Foundation in accordance with the terms of Section 15(a) herein.

(c) Exhibit Site. The term "Exhibit Site" shall mean the following location:
City of Lodi, CA.

(d) Exhibition Period. The term "Exhibition Period" shall mean Exhibitor's planned exhibition at the Exhibit Site, presently scheduled to commence on April 13, 2011 and conclude on July 15, 2011.

2. Term.

The term of this Agreement shall be from the Effective Date until sixty (60) days after the Loaned Sculpture(s) are returned to the Foundation, or the termination of this Agreement in accordance with the terms of Section 19 herein, whichever is less.

3. Purpose of Loan.

(a) Exhibition. Exhibitor agrees to use and display the Loaned Sculpture(s) in furtherance of the Foundation's charitable purpose and in accordance with the terms of this Agreement.

(b) Public Display. Exhibitor hereby represents that the Loaned Sculpture(s) will be on continuous public display during the Exhibition Period at venues or spaces including, but not limited to the Exhibit Site, that are customarily open and accessible to the public for a minimum period of thirty (30) hours each week. Foundation acknowledges that Exhibitor will display the Loaned Sculptures in open, public and unsupervised spaces as reflected in many of Foundation's promotional materials.

(b) Admission of public. During the Exhibition Period, Exhibitor will admit the public to the Exhibit Site and any other site where the Loaned Sculpture(s) are displayed in accordance with the terms of this Agreement without discrimination or segregation on the basis of race, religious creed, skin color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, or sexual orientation.

4. Assignment.

(a) Exhibitor. Exhibitor may not, at any time, assign or transfer to any party (i) its rights under this Agreement, (ii) possession of the Loaned Sculpture(s), or (iii) any interest in the Loaned Sculpture(s).

(b) Foundation. The Foundation may assign all or any portion of its rights under this Agreement to any third party without prior written notice to Exhibitor.

5. Care and Safekeeping.

(a) Standard of care. Subject to the limits of the public and unsupervised display of the Loaned Sculptures acknowledged in this Agreement, Exhibitor will at all times during the Loan Period (24-hour, seven day basis), handle and care for the Loaned Sculpture(s) in accordance with the highest standards for and best practices concerning the treatment and protection of artworks of a similar nature and value adopted and/or used by major art institutions that regularly handle and care for art of the same nature and value as the Loaned Sculpture(s), taking into account the specific nature and value of the Loaned Sculpture(s), its/their materials, the fragility of the Loaned Sculpture(s) and the other unique properties of the Loaned Sculpture(s) as works of art. Exhibitor will check the condition of the Loaned Sculpture(s) a minimum of one (1) time per week for the duration of the Loan Period.

(b) Security. Subject to the limits of the public and unsupervised display of the Loaned Sculptures acknowledged in this Agreement, Exhibitor will protect the Loaned Sculpture(s) from fire, theft, acts of the public, vandalism, and mishandling, and otherwise provide a safe and secure environment in all respects during the Loan Period, including retrieval, custody, and immediate notification of the Foundation in the event of an emergency.

(c) Installation. The Foundation has the right to supervise and approve the installation of the Loaned Sculpture(s) at the Exhibit Site and the right to specify installation and removal requirements. Unless otherwise agreed upon by the Parties in a signed writing, the Exhibitor will provide professional installation expertise, manpower, and equipment. Once installed, the Loaned Sculpture(s) may not be removed or moved in any manner without the Foundation's prior written consent, except in an emergency (for example, fire).

(d) Siting / Withdrawal of Sculptures. Siting of any Loaned Sculpture(s) at the Exhibit Site shall be subject to the Foundation's sole approval. The Loan Sculpture(s) shall not be moved or relocated from its/their original installation sites at the Exhibit Site, including any re-siting of the Loaned Sculpture(s) to any location other than the Exhibit Site and/or withdrawal of the Loaned Sculpture(s) from public display, without the Foundation's prior written consent, except in an emergency (for example, fire). All costs associated with moving, relocating, re-siting and/or withdrawal of any Loaned Sculpture(s) will be paid for by the Party that initiated the moving, relocating, re-siting and/or withdrawal. In the event Exhibitor requests the moving, relocating or re-siting of the Loaned Sculpture(s) or withdrawal of the Loaned Sculpture(s) from display, the Exhibitor shall pay the expenses of an experienced art handler/installer (selected by the Foundation) ("Art Handler") to accompany the Loaned Sculpture(s) during such moving, relocating re-siting or withdrawal. Such expenses may include, without limitation, the Art Handler's hourly wages or fees and reasonable business class travel, lodging, and meal costs.

(e) Handling. In every instance, Exhibitor warrants that the Loaned Sculpture(s) will be handled only by trained staff and/or recognized fine art handlers under competent supervision, and under conditions including but not limited to, security measures approved by the Foundation. The Loaned Sculpture(s) must not be handled except as expressly permitted in this Agreement.

(f) **Inspection.** Within thirty (30) days after the execution of this Agreement, the Foundation may inspect the Exhibit Site. If the Exhibit Site is not approved by the Foundation, the Foundation may terminate this Agreement without any liability to Exhibitor. At all times during the Loan Period and upon reasonable notice to Exhibitor, the Foundation and/or its representatives will have the right to access, inspect, and view the Loaned Sculpture(s). If at any time during the Loan Period the Foundation identifies any damage to the Loaned Sculpture(s), the Foundation may, in the exercise of reasonable discretion, require immediate remedial measures, remove the damaged Loaned Sculpture(s) and/or terminate this Agreement upon issuance of a pro rata refund of all costs incurred by Exhibitor, unless Foundation can establish that the damage was caused by the negligent or intentional misconduct or breach of this Agreement by Exhibitor, in which case Foundation may terminate this Agreement under Section 19 hereunder without any liability or further obligation to Exhibitor. The Pro Rata Refund shall be measured as the percentage that the actual exhibit time bears to the contractual exhibit time.

(g) **No waiver.** The Foundation's approval, review, or supervision of, or attendance at, Exhibitor's facilities, or of any packing, installation, removal, and/or other handling of the Loaned Sculpture(s), will not in any way make the Foundation liable or responsible for any such activity or events, or waive or diminish any of Exhibitor's obligations and responsibilities under this Agreement or at law. However, Foundation's approval of locations shall constitute an acknowledgement that those locations meet the requirements of this Agreement.

6. **Loan Fee.**

Exhibitor agrees to pay and the Foundation agrees to accept a total loan fee in the amount of U.S. \$22,500.00 (Twenty-two thousand five hundred dollars and no cents) for the loan of the Loaned Sculpture(s) pursuant to this Agreement (the "Loan Fee"). The Loan Fee shall be payable by Exhibitor according to the following schedule: \$11,250.00 (Eleven thousand two hundred fifty dollars and no cents) of the Loan Fee will be payable upon execution of the Agreement and \$11,250.00 (Eleven thousand two hundred fifty dollars and no cents) of the Loan Fee will be payable by April 13, 2011. No rights other than those set forth in this Agreement shall pass to Exhibitor upon payment of the Loan Fee to the Foundation.

7. **Shipping and Installation.**

The Foundation shall be fully responsible for properly and securely packing the Loaned Sculpture(s) for shipment and for paying all costs of packing, loading, and professional and secure roundtrip transportation of the Loaned Sculpture(s). The Foundation will have the right to specify a carrier of its own choosing, or to approve a professional carrier and to specify packing and transportation requirements, which Exhibitor agrees to follow. In no event will Exhibitor appoint any provider of transportation or packing services or implement any transportation or packing measures for the Loaned Sculpture(s) without the Foundation's prior written consent.

8. **Storage.** If necessary, the Loaned Sculptures will be professionally packed and stored securely at the Exhibit Site in Exhibitor's on-site secure storage and remain packed until such time as required for installation and exhibition of the Loaned Sculpture(s). All crate and packing

materials used in transporting and packing the Loaned Sculpture(s) must be stored and preserved during the Loan Period by the Exhibitor. Any lost or damaged crate and/or packaging materials will be replaced at Exhibitor's expense.

9. Condition Reports.

- (a) The Foundation will provide Exhibitor with a written condition report(s) detailing the conditions of the Loaned Sculpture(s) prior to the commencement of the Loan Period ("Foundation Condition Report(s)").
- (b) If the packed Loaned Sculpture(s) arrive with any visible damage to the crate, packaging or contents thereof, any damaged crate or other packaging may not be opened without the Foundation's consent.
- (c) Exhibitor will, at its own cost, thoroughly examine and make detailed condition report(s) immediately upon receipt of the Loaned Sculpture(s) and immediately before repacking the Loaned Sculpture(s) ("Exhibitor Initial Condition Report(s)"). Exhibitor will deliver a copy of the Exhibitor Initial Condition Report(s) to the Foundation within three (3) business days after preparation thereof. Exhibitor will be deemed to have received the Loaned Sculpture(s) in the condition indicated in the Foundation Condition Report(s), unless Exhibitor informs the Foundation after unpacking the Loaned Sculpture(s) otherwise in its Exhibitor Initial Condition Report(s).
- (d) The Foundation will have the right to require that Exhibitor provide further written condition reports detailing the current condition of the Loaned Sculpture(s) at any time during the Loan Period.

10. Conservation; Alteration. Exhibitor agrees not to perform any invasive examination or inspection of the Loaned Sculpture(s), and not to conserve, repair, alter, modify, unmat, unframe, remat or reframe, remove or add any base or pedestal to, restore the Loaned Sculpture(s) or any part of the Loaned Sculpture(s), or otherwise disassemble any part of the Loaned Sculpture(s), or substitute or replace any glass or other cover, or consent to or permit any of the foregoing, without the express prior written consent of the Foundation. Hanging or mounting devices existing on the Loaned Sculpture(s) may not be removed or repositioned from the Loaned Sculpture(s), nor may any other devices be attached, without the Foundation's prior written consent.

11. Damage or Loss.

- (a) Report. Exhibitor must immediately report to the Foundation by telephone (to be followed up in writing delivered within three (3) business days), any evidence of damage to or loss or deterioration of, or endangerment to, the Loaned Sculpture(s) during the Loan Period.
- (b) Mitigation. Following any damage, loss, deterioration, or endangerment to the Loaned Sculpture(s), without limiting any other provision of this Agreement, Exhibitor must take and

pay the cost of any reasonable actions the Foundation may require to secure and protect the Loaned Sculpture(s) from further damage, loss, deterioration, or endangerment. Exhibitor (itself or its insurer) will be solely responsible for all costs of conservation necessitated by any damage, loss, deterioration, or endangerment that occurs during the Loan Period. Such costs shall not exceed the value of any individual damaged Loaned Sculpture.

12. Insurance; Liability for Loss or Damage.

(a) Insurance Requirements. Unless otherwise agreed upon by the Parties in a signed writing, Exhibitor agrees to: (1) insure the Loaned Sculpture(s) against "all risks" of physical loss or damage throughout the Loan Period as set forth in this Section 12; and (2) procure and maintain commercial general liability insurance in the aggregate amount of \$2,000,000 (two million dollars) insuring against any claims for damage or destruction of property, bodily injury, or death arising out storage, maintenance, and/or exhibition of the Loaned Sculpture(s), whether at the Exhibit Site or otherwise. All insurance obtained by Exhibitor to insure the Loaned Sculpture(s) (the "Exhibitor Policies") must be acceptable to the Foundation in form and content and must comply with all of the following requirements:

(i) Valuation. Exhibitor must insure the Loaned Sculpture(s) fully for the current market value(s), as such value(s) may change from time to time, but no less than the stated value(s) indicated on Exhibit A of this Agreement (the "Stated Value(s)"), each of which Exhibitor agrees represents a fair, reasonable, and accurate value for the associated Loaned Sculpture. The Foundation will have the right to solicit new valuations to determine the Stated Value(s) of the Loaned Sculpture(s), as the Foundation deems appropriate, in its reasonable discretion. Promptly after receipt of the Foundation's written request(s) (including via e-mail), Exhibitor must take any and all necessary steps to ensure that the insurance coverage hereunder is increased accordingly (including without limitation by increasing the Stated Value(s) of the Loaned Sculpture(s) on all Exhibitor Policies).

(ii) Additional Insured and Loss Payee. The Exhibitor Policies must name the Foundation either as named insured or as additional insured and loss payee in the event of loss, damage, or destruction of the Loaned Sculpture(s). If Exhibitor receives any insurance proceeds in respect to the Loaned Sculpture(s), Exhibitor will only receive and hold such proceeds in trust for the Foundation and will promptly deliver all such proceeds to the Foundation. However, receipt of any insurance proceeds shall serve as a credit against any amounts otherwise owed by Exhibitor to Foundation for damage, restoration or protection to the Exhibits under this Agreement.

(iii) Severability. The Exhibitor Policies must provide for coverage independent from, and regardless of, any defenses insurer may have against, Exhibitor or any other insured. The Exhibitor Policies must provide that coverage under such policies cannot be invalidated or prejudiced by Exhibitor's actions. To the extent that any Exhibitor Policies also provide coverage for Exhibitor's legal liability to the Foundation, such insurance must provide for severability of interests, and must not include any exclusion that would preclude suits between insureds and/or between insureds and loss payees.

(iv) Partial and Total Loss. If the Loaned Sculpture(s) are damaged, the amount of loss will be the cost and expense of restoration plus the diminution in value. The diminution in value will be measured by taking the greater of the current market value of the Loaned Sculpture(s) immediately before the damage occurred or the Stated Value(s) of the Loaned Sculpture(s) and subtracting the current market value after restoration as determined in the sole discretion of the Foundation. If any of the Loaned Sculpture(s) are lost (including, without limitation, stolen) or destroyed, the proceeds from the policies must be paid directly to the Foundation in an amount equal to the greater of the current market value of the Loaned Sculpture(s) at the time of loss or the Stated Value(s).

(v) No Contest. Exhibitor's insurer(s) must agree not to contest or litigate this Agreement.

(vi) Other Insurance. If the Foundation elects to maintain its own insurance coverage, such coverage will in all events be secondary and noncontributory to the coverage provided by Exhibitor, and will not release Exhibitor from, or waive or diminish, any of Exhibitor's obligations or liabilities under this Agreement.

(vii) Repurchase Right. If any Loaned Sculpture(s) is/are lost (including, without limitation, stolen) and then recovered after the Foundation has been reimbursed by the insurer, the Foundation will have the option to exchange the insurance proceeds for the recovered Loaned Sculpture(s).

(viii) Notice. The Foundation must receive at least ninety (90) days prior written notice of cancellation, intent not to renew, or any substantive change in policy terms or rate ("Revision to Insurance Coverage"). After receipt of notice of any Revision to Insurance Coverage, the Foundation may, at its sole discretion, terminate this Agreement without liability to Exhibitor.

(ix) Lenders paid first. If the Exhibitor Policies are not exclusive to the Foundation (if, for example, the Loaned Sculpture(s) are insured under blanket insurance policies), then the Exhibitor Policies must provide that third party lenders to Exhibitor (such as the Foundation) have priority of recovery over Exhibitor and any other insureds, additional insureds, and loss payees under the Exhibitor Policies, according to allocation provisions that are acceptable to the Foundation, such that the Foundation is fully compensated for any loss.

(x) Jurisdiction. The Exhibitor Policies must agree to the jurisdiction and governing law provisions of Section 20 of this Agreement; provided, however, that if Exhibitor has used its best efforts to cause the Exhibitor Policies to agree to such jurisdiction and governing law provisions, Exhibitor will not be in breach of this Agreement for failing to comply with the jurisdiction and governing law provisions of Section 20 if Exhibitor's insurers will not agree or will agree only if Exhibitor pays an additional premium or fee.

(b) Endorsements; Certificate of Insurance. Exhibitor agrees to notify its insurers of the terms of this Agreement, and to obtain from its insurers an endorsement including any of the provisions of this Section 12 not already included in the policy terms. In addition, Exhibitor will obtain and provide the Foundation with a certificate of insurance (i) naming the Foundation as a named insured or additional insured and, in either event, loss payee, and (ii) evidencing coverage of the Loaned Sculpture(s) for loss or destruction for the Stated Value(s), in a manner satisfactory to the Foundation. Exhibitor agrees to deliver such certificate and endorsement (if applicable), along with a copy of the provisions of the Exhibitor Policies pertaining to: (1) all risks coverage; (2) exclusions; (3) valuation; (4) severability; (5) determination of partial and total loss; (6) arbitration; (7) treatment of other insurance; (8) repurchase right (right to exchange proceeds); and (9) lenders priority of payment to the Foundation no fewer than ten (10) business days prior to the commencement of the Loan Period. At the Foundation's request, Exhibitor will also deliver a copy of the terms of Exhibitor's policy.

(c) Deductibles. Exhibitor agrees to pay any and all deductibles relating to insurance coverage for the Loaned Sculpture(s) and/or relating to any claim made under the general commercial general liability insurance required pursuant to Section 12(a), which deductibles may not exceed an amount approved by the Foundation.

(d) Separate Insurance Policy. At the Foundation's option, in lieu of adding the Loaned Sculpture(s) and the Foundation to Exhibitor's existing policy, the Foundation may require Exhibitor to obtain and pay for a separate insurance policy covering only the Loaned Sculpture(s), issued by a carrier of the Foundation's choice and otherwise meeting the requirements of this Section 12.

(e) Disposition of damaged art work. Notwithstanding any other term or provision of this Agreement, in the event of any partial damage to the Loaned Sculpture(s) during the Loan Period, the Foundation will, in all events, have the right to retain the Loaned Sculpture(s) and title thereto, and will not have any obligation to transfer the Loaned Sculpture(s) to Exhibitor or Exhibitor's insurers. If there is total damage to any of the Loaned Sculpture(s) during the Loan Period, and if Exhibitor itself pays the Foundation for the loss under the provisions of this Agreement, then the Foundation will have the right to retain the Loaned Sculpture(s) and title thereto, and will not have any obligation to transfer the Loaned Sculpture(s) to Exhibitor, even if the Loaned Sculpture(s) are worthless. However, if Foundation retains the Loaned Sculpture(s) any remaining value will be a credit against Exhibitor's loss payment obligations. If there is total damage to the Loaned Sculpture(s) during the Loan Period, and if Exhibitor's insurer(s) pay the Foundation in full for the loss, Exhibitor will nevertheless use its best efforts to cause its insurer(s) to return the Loaned Sculpture(s) to the Foundation, and to ensure that the Foundation retains all title thereto, even if the Loaned Sculpture(s) are worthless. If Exhibitor is unable to cause Exhibitor's insurer(s) to return the Loaned Sculpture(s) to the Foundation despite Exhibitor's best efforts, then Exhibitor will continue to use its best efforts to ensure that Exhibitor's insurer(s) dispose of the Loaned Sculpture(s) in consultation with the Foundation and in a manner respectful of the Foundation's wishes. Except as provided in this Agreement, retention by the Foundation of the Loaned Sculpture(s) and/or title thereto will in no way affect any right of the Foundation's under this Agreement.

(f) Exhibitor's liability beyond insurance; duty to indemnify. Exhibitor agrees to assume absolutely and unconditionally all liability, and to fully reimburse and indemnify the Foundation for any and all loss, damage and/or destruction relating to the Loaned Sculpture(s), or to any part of the Loaned Sculpture(s), during the Loan Period, where such loss, damage and/or destruction (i) is not fully covered (including all expenses required of the Foundation) under the terms of the Exhibitor Policies for any reason, and (ii) the result of or caused directly or indirectly by any negligent, wrongful or intentional act, omission or error of, or other failure to meet any term(s) or special standard(s) of care set forth in this Agreement, of Exhibitor or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors. This obligation to reimburse and indemnify the Foundation extends, without limitation, to any shortfall in insurance that results from any instance in which Exhibitor's fine arts insurance does not or cannot meet the insurance or indemnity related terms of this Agreement. Notwithstanding any inference to the contrary contained in this paragraph, Exhibitor's liability will not be limited in any way with regard to any intentional harm (be it an act or omission) by Exhibitor, or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors, during the Loan Period.

(g) No Waiver. Exhibitor's failure to provide any information, certificates, or policies required by this Agreement, including without limitation, either a certificate of insurance or an endorsement establishing that all of the insurance requirements set forth herein have been met, and/or the Foundation's acceptance of any policy or certificate of insurance not in compliance with the requirements of this Agreement will not in any event be or be deemed to be, or constitute, a waiver by the Foundation of any of the requirements of this Agreement or of Exhibitor's covenants, liabilities, or obligations under this Agreement.

13. Copyright; Indemnification; Photography Limitations.

(a) Compliance with law. Exhibitor agrees to observe and comply with all copyright, trademark, and other intellectual property laws and regulations, all moral rights including, without limitation, attribution rights, any rights under 17 U.S.C. §106(a), and all rights of privacy and publicity (individually and collectively "I.P. Rights"), relating to the Loaned Sculpture(s), and not to infringe or violate any I.P. Rights.

(b) Copyright. Foundation represents and warrants that it is the copyright owner of the Loaned Sculpture(s). Exhibitor agrees that Foundation shall retain copyright ownership of the Loaned Sculpture(s), including the exclusive right to make reproductions. Exhibitor agrees never to contest the copyright(s) of the Foundation and/or its successors, heirs, and/or assigns in the Loaned Sculpture(s), except in an action by Exhibitor against Foundation for indemnity for copyright claims made against Exhibitor by third parties.

(c) Reproductions prohibited. Exhibitor may not make or use any reproduction of the Loaned Sculpture(s) including, but not limited to two-dimensional images or photographs depicting the Loaned Sculpture(s), for any commercial purpose without prior written consent of the Foundation.

(d) Authorized Images. Exhibitor may publicly display, reproduce, and distribute photographic reproductions of Loaned Sculpture(s) approved by the Foundation to promote and market Exhibitor's exhibitions which include the Loaned Sculpture(s) and in retrospective community brochures, on its website and in planning documents ("Authorized Images"). Copies of all Exhibitor's materials containing Authorized Images shall be provided to the Foundation for the Foundation's records. All Authorized Images must show the appropriate notice as provided below in Section 13(f). All Authorized Images must show the appropriate notice as provided below in Section 13(b)(v). All of Exhibitor's rights to use Authorized Images provided herein shall cease on the earliest of: (1) the close of the Exhibition Period; (2) the date that any Loaned Sculpture(s) is withdrawn or replaced pursuant to Section 22 herein, for Authorized Images featuring such Loaned Sculpture(s); or (3) the date of termination of this Agreement pursuant to Section 19 herein.

(e) Use of photographic reproductions. Other than as provided in Section 13(c) and 13 (d), Exhibitor may not use photographic reproductions of the Loaned Sculpture(s) for any purpose, including postcards, note cards, posters, books, CDs, DVDs, and prints, without the Foundation's prior written approval.

(f) Copyright Notice.

(i) Credit line for Authorized Images. The following credit line shall appear adjacent to each Authorized Image:

"[title of the Loaned Sculpture] by J. Seward Johnson, Jr., On Loan From The Sculpture Foundation, Inc."

(ii) Copyright notice for individual Authorized Images. Unless otherwise instructed by the Foundation, in addition to the credit line required by Section 13(f)(i) above, the following copyright notice shall appear adjacent to individual Authorized Images in which Foundation owns the copyright:

"Photograph – © [year of publication of photograph], The Sculpture Foundation, Inc."

In the event the Foundation advises Exhibitor that the Foundation is not the copyright owner of the Authorized Image, the notice above must be modified to replace "The Sculpture Foundation, Inc." with the name of the photographer or party who owns the copyright in the Authorized Image.

(iii) Copyright notice for materials containing Authorized Images. If Exhibitor elects to produce materials containing Authorized Images, the following copyright notice shall appear in each copy thereof:

"© [year of publication], [Exhibitor], All rights reserved"

Unless otherwise instructed by the Foundation the following additional copyright notice must appear directly below Exhibitor's copyright notice:

"The photographs contained herein are © [include the most recent publication date for any Authorized Image used] or earlier, The Sculpture Foundation, Inc., except where otherwise noted, and are used with permission of The Sculpture Foundation, Inc. All rights reserved."

(iv) Notices not mutually exclusive. The credit lines and copyright notices above are not mutually exclusive and, depending on Exhibitor's respective use, circumstances may require use of one or more of the credit line and/or notices.

14. Copies of Exhibitor Materials.

Use of Foundation photographs in catalogues and other promotional media is subject to the Foundation's prior consent. Exhibitor will provide the Foundation with twenty (20) complimentary copies of any catalogue (including hardback, CD, DVD and any other media) and other written material that it may publish or distribute or authorize relating to the Loaned Sculpture(s) and/or the Exhibitor's Exhibit Site.

15. Return/Removal of Loaned Sculptures.

(a) Unless otherwise agreed upon by the Parties in a signed writing pursuant to Section 7(a) of this Agreement, Exhibitor agrees to make the Loaned Sculpture(s) available for return to Foundation no later than one (1) week after the end of the Exhibition Period or within five (5) days of receipt of a notice of termination from the Foundation ("Termination Notice") if this Agreement is terminated under Section 19 herein. Exhibitor will not have any right to retain the Loaned Sculpture(s) after the end of the Exhibition Period under any circumstances.

(b) In the event that the Loaned Sculpture(s) are not made available for return to the Foundation in accordance with this Agreement, the Foundation and/or its representative(s), at Exhibitor's cost and expense, will have the right to terminate this Agreement and immediately retrieve the Loaned Sculptures (without waiver of any claims), including without limitation, and to the extent allowed by law, enter Exhibitor's premises without prior notice and immediately retrieve the Loaned Sculpture(s) without responsibility for any unintentional loss or damage due to such removal and without liability to Exhibitor.

(c) Exhibitor will only release the Loaned Sculpture(s) to, and take instructions concerning the Loaned Sculpture(s) from, the Foundation or its duly authorized agent. In the case of an agent acting on the Foundation's behalf, Exhibitor must not act without reliable written proof of the agent's authorization from the Foundation.

16. Responsibility.

(a) No liability or warranty except Copyright. The Foundation will bear no expense relating to the lending of the Loaned Sculpture(s) to Exhibitor. The Foundation does not make (and

hereby expressly disclaims) any and all warranties or representations (express or implied), including to Exhibitor or otherwise, in respect of the Loaned Sculpture(s), or any right in the Loaned Sculpture(s), including, but not limited to, title, quiet enjoyment, or authenticity. However, Foundation represents and warrants that it is the copyright owner of the Loaned Sculpture(s) and agrees to defend, indemnify and hold harmless Exhibitor against any third party claims for Copyright infringement.

(b) **Indemnification.** Except as provided in Paragraph 16(a), Exhibitor agrees to and will release, indemnify, and defend the Foundation and its trustees, directors, officers, employees, contractors, representatives, and agents from and against all costs, losses, taxes, assessments, demands, fees, and expenses (including attorneys' fees and costs), claims, damages, suits, actions and/or proceedings, threatened against or suffered by Exhibitor or the Foundation or their respective trustees, directors, officers, employees, or agents, and relating to or arising out of this Agreement; any breach or failure to perform by Exhibitor under this Agreement; any act or omission by or on behalf of Exhibitor or any director, officer, employee, agent, contractor, representative, or invitee of Exhibitor ("Exhibitor's Agents"); any prohibited use of I.P. Rights by Exhibitor or Exhibitor's Agents not consistent with this Agreement and/or the lending of the Loaned Sculpture(s) to Exhibitor, including, without limitation, the possession, preservation, reproduction, and/or display of the Loaned Sculpture(s), and the return of the Loaned Sculpture(s) to the Foundation.

17. **Ownership.** Exhibitor will at all times recognize only the Foundation as the legal owner of the Loaned Sculpture(s), and will not recognize nor entertain any competing claims by any third party in respect of the Loaned Sculpture(s). Exhibitor agrees never to contest the Foundation's and/or its successors', heirs', and/or assigns' title in the Loaned Sculpture(s). If Exhibitor becomes aware of any claim or circumstances that may give rise to a claim in respect of the Loaned Sculpture(s), it will immediately inform the Foundation and take such reasonable steps as the Foundation may require (including the immediate removal of the Loaned Sculptures from the Exhibitor's Exhibit Site), at the Foundation's sole cost and expense. Exhibitor hereby waives any and all interest and claim in the Loaned Sculpture(s), and agrees not to in any way encumber, claim or assert or cause or allow any other party to claim, any interest of any kind in the Loaned Sculptures.

18. **Confidentiality.** Except as required by the California Public Records Act, the terms of this Agreement, including, but not limited to, the Loan Fee (if any), the Stated Value(s) and condition of the Loaned Sculpture(s), all transportation and shipping arrangements, and all additional information designated or provided by the Foundation as confidential relating to this Agreement and the Loaned Sculpture(s), must be kept confidential by Exhibitor. Except as reasonably related and necessary to fulfilling its obligations under this Agreement, Exhibitor will not publish or disclose such information or permit any trustee, director, officer, agent, representative, employee, or affiliate of Exhibitor to publish or disclose such information, to any person, by any means, at any time, without the Foundation's prior written consent.

19. **Termination.**

(a) **Breach.** The Foundation may, at any time, terminate this Agreement, without any liability to or further obligation to the Exhibitor, in the event of a breach by Exhibitor of any conditions or term of this Agreement, If the Agreement is terminated by the Foundation, the Foundation shall notify the Exhibitor of such termination and provide a Termination Notice to Exhibitor. Exhibitor shall make the Loaned Sculpture(s) available for return shipping pursuant to the terms of Section 15 herein within five (5) days of receipt of the Termination Notice.

(b) **Termination upon transfer of assets.** Should ownership of an individual Loaned Sculpture be legally transferred from the Foundation to Exhibitor, this Agreement shall terminate with respect to such Loaned Sculpture upon the effective date of such transfer.

(c) **Termination upon withdrawal.** If the Foundation, in its sole discretion, withdraws all Loaned Sculpture(s) pursuant to Section 22(a) herein and does not provide Exhibitor with Substitute Sculpture(s) as defined in Section 22(b) herein, this Agreement shall terminate upon the date of withdrawal of the last Loaned Sculpture(s).

20. Applicable Law; Exclusive Jurisdiction; Venue and Removal.

(a) **Applicable law.** This Agreement and all disputes relating to or arising out of this Agreement (including insurance disputes, unless prohibited by the insurance laws and regulations applicable to the policy(ies)) will be governed by and construed in accordance with the laws of any jurisdiction that is most favorable to the Foundation as an insured, without giving effect to the provisions of such jurisdiction relating to conflicts or choice of law.

(b) **Exclusive jurisdiction; venue and removal.** All disputes and matters arising under, in connection with, or incidental to this Agreement and/or the Loaned Sculpture(s), including, but not limited to, any dispute involving insurance coverage or proceeds, will be litigated, if at all, in and before a federal court with diversity jurisdiction in the State of New Jersey or the Superior Court of New Jersey located in Mercer County, New Jersey, USA, to the exclusion of other courts of other states and to the exclusion of other venues. Exhibitor and the Foundation EXPRESSLY CONSENT TO THE JURISDICTION OF EITHER COURT and agree that this venue is convenient and not to seek a change of venue or to seek to dismiss the action on the ground of forum non conveniens, not to assert any defense based on lack of jurisdiction of this court, and not to bring any action arising under, in connection with, or incidental to this Agreement in any other court.

21. Taxes. Exhibitor agrees to be fully responsible for (and to promptly pay) any and all levies, liens, taxes (including, but not limited to, personal property taxes and/or GST, VAT, or similar taxes) and/or all other assessments of any kind or nature relating to the lending of the Loaned Sculpture(s) for the use by Exhibitor of the Loaned Sculpture(s) during the Loan Period, including, but not limited to, the transportation, possession, presence, and/or display of the Loaned Sculpture(s).

22. Withdrawal and Substitution.

(a) Withdrawal. While it is the intention of the Foundation to permit the Loaned Sculpture(s) listed in Exhibit A to remain available to Exhibitor for the full duration of the Loan Period, the Foundation also expressly reserves the right in its sole discretion (with prior written notice) to withdraw any Loaned Sculpture listed in Exhibit A at any time without liability to the Exhibitor.

(b) Substitution. If the Foundation, in its sole discretion, withdraws a Loaned Sculpture(s), the Foundation shall, at Foundations sole cost and expense, substitute another Loaned Sculpture acceptable to Exhibitor owned by the Foundation in its place ("Substitute Sculpture"), which Substitute Sculpture shall then be deemed a Loaned Sculpture, without any liability to the Foundation. The Parties shall amend Exhibit A from time to time, as needed, to reflect substitution of any Loaned Sculpture(s).

(c) Costs. Consistent with Section 5(a) of this Agreement, all costs associated with withdrawing and substituting any Loaned Sculpture(s) will be paid for by the Foundation when such withdrawal or substitution is initiated by the Foundation pursuant to Section 22(a) and/or 22(b).

23. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute the same instrument. Nothing in this Agreement will be deemed to create a joint venture, partnership, lease, or principal-agent, employer-employee, or any similar relationship or arrangement, between Exhibitor and the Foundation. Nothing in this Agreement will be construed to give any party (other than Exhibitor and the Foundation, and their successors and assigns as provided herein) any legal or equitable right, benefit, remedy, or claim in respect of this Agreement and Exhibitor's and/or the Foundation's covenants and obligations hereunder. Any waivers under this Agreement must be in writing to be effective. The party signing this Agreement on behalf of Exhibitor hereby represents and warrants that s/he is duly authorized to sign this Agreement on behalf of and bind Exhibitor as provided in this Agreement. The terms and conditions of Sections 11, including, but not limited to full satisfaction of all obligations to reimburse the Foundation thereunder, 12, 13, 16, 17, 18, 19, 20, 21, 23, 24, 25 and 26 of this Agreement will survive the expiration of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision or portion thereof as to that application will be severed from the rest of this Agreement and such event will not impact the effectiveness or validity of the remainder of such provision or any other provision or term hereof. If at any time the Foundation's consent or approval is required as set forth in this Agreement, such approval or consent may be given or denied by the Foundation in its sole discretion. The captions and descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

24. Compliance with Laws and Regulations. Exhibitor shall adhere to all federal and state laws and regulations applicable to its obligations and responsibilities under this Agreement.

25. Notice. All notices, requests, demands, consents, approvals, and other communications (including any change to this provision) required to be given in writing under this Agreement are considered given upon receipt if delivered personally or sent by recognized courier, certified

mail (return receipt requested and postage-prepaid), or fax (if delivery is confirmed by the sender), as follows:

For Exhibitor:

Arts & Events Manager
City of Lodi
Division of Arts and Culture
125 S. Hutchins Street
Lodi, CA 95240

For the Foundation:

Curator
2525 Michigan Avenue, Ste. A-6
Santa Monica, California 90404
(310) 264-2400
(310) 264-2403 fax

With a Copy to:

Lodi City Attorney's Office
P.O. Box 3006
Lodi, CA 95241

With a Copy to:

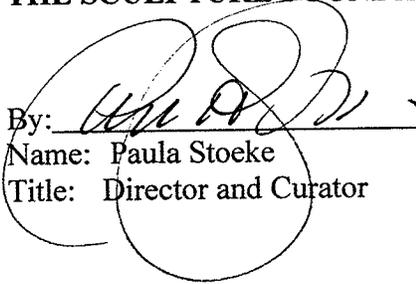
Chief Administrative Officer
The Sculpture Foundation, Inc.
14 Fairgrounds Road
Hamilton, NJ 08619
(609) 689-1040
(609) 689-1059 fax

26. **Entire Agreement.** This Agreement (including all Exhibit(s) hereto) constitutes the entire agreement between the Foundation and Exhibitor with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations that may have been made or relied upon that are not expressly set forth in this Agreement are of no force or effect. This Agreement may be modified only in writing, which writing must be signed by both parties.

The Foundation and Exhibitor execute this Agreement by their duly authorized agents as of the Effective Date.

THE SCULPTURE FOUNDATION, INC.

EXHIBITOR

By: 
Name: Paula Stoeke
Title: Director and Curator

By: _____
Name:
Title:

Exhibits

Exhibit A: Sculpture(s) on Loan from the Foundation

Approved as to form

City Attorney



EXHIBIT A

Sculpture(s) on Loan from the Foundation

[Please provide list per Section 1(b), including Stated Value(s) per Section 12(a)(i).]

1.	Seward Johnson, <i> Holding Out</i>	\$86,000.00
2.	Seward Johnson, <i> Shaping Up</i>	\$86,000.00
3.	Seward Johnson, <i> Just A Taste</i>	\$100,000.00
4.	Seward Johnson, <i> Nice to See You</i>	\$86,000.00
5.	Seward Johnson, <i> Attic Trophy</i>	\$80,000.00
6.	Seward Johnson, <i> Ambassador of the Streets</i>	\$86,000.00
7.	Seward Johnson, <i> No Mommy, That One</i>	\$100,000.00
8.	Seward Johnson, <i> Contact</i>	\$120,000.00
9.	Seward Johnson, <i> On Top of the News</i>	\$86,000.00
10.	Seward Johnson, <i> My Dog Has Fleas</i>	\$86,000.00

RESOLUTION NO. 2010-157

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING A PROPOSAL FROM THE ART ADVISORY
BOARD FOR A SEWARD JOHNSON SCULPTURE
EXHIBIT IN DOWNTOWN LODI

=====

WHEREAS, on May 26, 2010, the Art Advisory Board voted to create an ad hoc committee to research the Seward Johnson Interactive Sculpture Exhibit, which includes ten sculptures of various characters posed in everyday situations; and

WHEREAS, the Art Advisory Board recommends that the City Council accept the proposal to place the Exhibit in Downtown Lodi during the period April 2011 through mid-July 2011.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the proposal from the Art Advisory Board for a "Seward Johnson Sculpture Exhibit" in Downtown Lodi for display for the period April 2011 through mid-July 2011; and

BE IT FURTHER RESOLVED that funds in the amount of \$30,000 be appropriated from Account No. 01214 - Art in Public Places for this exhibit.

Dated: September 1, 2010

=====

I hereby certify that Resolution No. 2010-157 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 1, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Mayor Katzakian

NOES: COUNCIL MEMBERS – Hitchcock and Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Amendments to 2005 Americans with Disabilities Act Transition Plan Related to Grape Bowl

MEETING DATE: February 16, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving amendments to 2005 Americans with Disabilities Act Transition Plan related to Grape Bowl.

BACKGROUND INFORMATION: The federal Americans with Disabilities Act (ADA) was adopted in 1990. The ADA required public agencies, including cities, to perform a self-evaluation of facilities and programs to determine what needed to be done to achieve program accessibility. Based upon this evaluation, the public agency had to develop a transition plan for barrier-removal projects that would require more than a year to complete.

The City's Transition Plan was adopted on November 2, 2005. The Council action on that date approved the Transition Plan. The section related to the Grape Bowl, however, was excluded from the Council's action. The Grape Bowl section has been amended to include a listing of completed improvements and future planned improvements and is provided as Exhibit A to this Council Communication. Figures provided in Appendix 4 of the Transition Plan present the future planned improvements.

Staff recommends that City Council adopt a resolution approving the Amended ADA Transition Plan.

FISCAL IMPACT: The Transition Plan reflects projects that will have to be approved as part of future budgeted capital improvement projects.

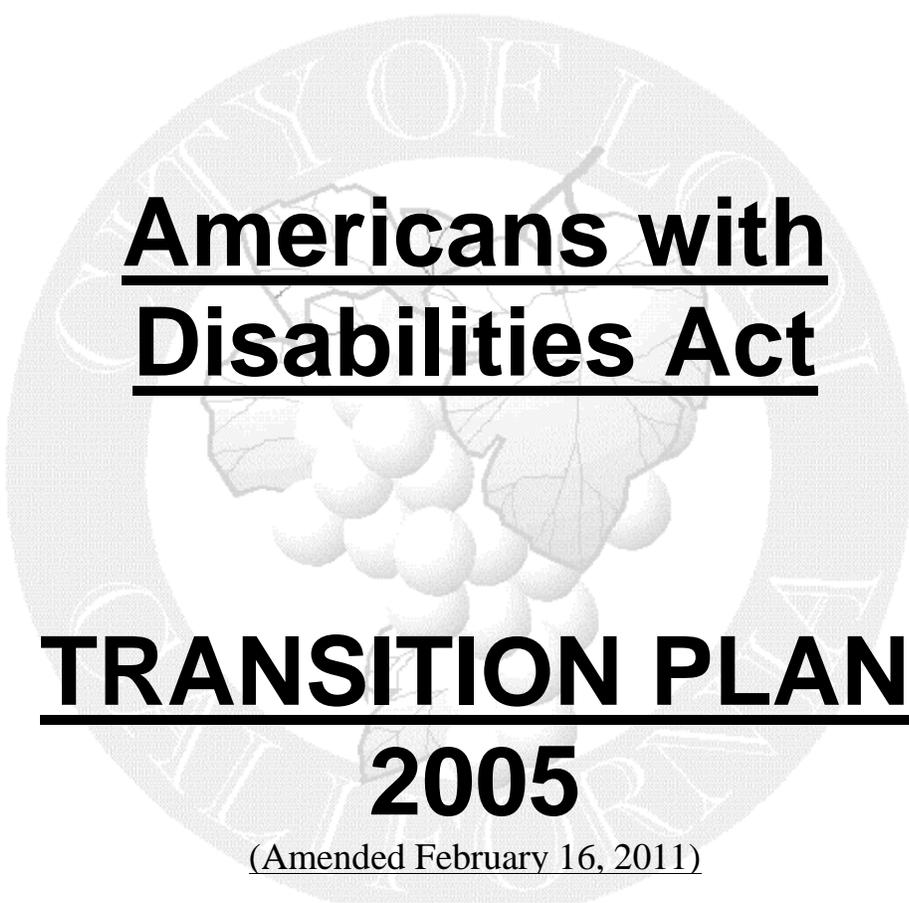
FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



Americans with
Disabilities Act

TRANSITION PLAN
2005

(Amended February 16, 2011)

Transition Plan

Background

The Americans with Disabilities Act (ADA) is a federal law and was adopted in 1990. The ADA required Public Agencies including Cities to perform a self-evaluation of facilities and programs to determine what needed to be done to achieve program accessibility. Based on this evaluation, the public agency had to develop a transition plan for those barrier removal projects that would require more than a year to remove. ADA required as a minimum that the transition plan include the following:

- 1) List the physical barriers
- 2) Detail methods to remove the barriers
- 3) Provide a schedule
- 4) Name the official responsible for the plans' implementation.

This plan had to be completed by July 26, 1992. Any structural modifications had to be completed by July 26, 1995.

To comply with ADA and meet these deadlines, the City of Lodi, in 1992, established an ADA committee comprised of representatives from Public Works, Police, Fire, City Manager's office, Human Resources, Parks & Recreation, and Building Inspection with the Director of the Community Development Department as the chairperson. The City completed a very thorough self-evaluation of structural barriers; however, a Transitional Plan was not approved by the City Council. Notwithstanding, many of the barriers noted in the evaluation have been corrected and are listed in Appendix 1 of this plan.

In August of 2004, it was brought to the attention of City staff by a member of the disabled community that some City facilities were not in compliance. Immediately after this disclosure, the City reinstated the ADA committee with the same Department representation as in 1992. The committee has since added a member of the disabled community and City Attorney's Office. The first task was to complete another self-evaluation to determine what barriers remained. This was completed by each of the various departments in January of 2005. The departments used a checklist using the ADA Accessibility Guidelines (ADAAG) and the California Building Code (CBC).

The focus of the committee gave priority to correcting or improving the accessibility to facilities open to large numbers of the general public. Although ADA has no requirements for periodic assessment and gives Cities some latitude for program accessibility, the recommendation of the Committee was to be compliant with current disabled access regulations. Furthermore, the committee recommends a schedule and method of compliance by maintaining an updated transition plan that will satisfy current ADA guidelines and California Building Code requirements.

The committee has prepared this plan to reflect the City's desire to continue to provide a realistic approach to bringing its facilities into compliance. The plan lists the most significant and visible barriers to the disabled community, details the method of compliance with ADAAG and CBC, provides a schedule for completion, and the name(s) of the official(s) responsible for the plans implementation.

The name of the official(s) responsible for the plan's implementation:

~~Randy Hatch~~ Konradt Bartlam, Community Development Director

~~Jerry Herzick~~ Dennis Canright, Building Official

Transition Plan

Barrier Identification and Removal Schedule

The following is a list of significant physical barriers for the disabled community that were identified during the survey of all City Facilities completed in January, 2005 or that were brought to the staff's attention by the disabled community.

The following are scheduled to be completed in 2005:

1. Elm Street parking lot accessible parking stalls

Work has begun; estimated completion date is December, 2005.

2. Carnegie Forum accessible parking stalls

Work has begun; estimated completion date is December, 2005.

3. City Website

Redesigning of website is in process allowing utilization of adaptable reading devices; estimated completion date is December, 2005.

The following will require one year or more to complete:

1. Accessible parking stalls located in the right of way in front of Lodi Stadium 12 Cinemas (north side of Elm St.).

Plans will be prepared by Public Works to correct the curb ramps, install a van accessible stall and detail the proper signage. Request to be made in 06/07 budget with an estimated completion 07/08.

2. North entrance of Hutchins Street Square

Plans are being prepared to change the grade elevation to correct the ramp slope and parking areas. Request to be made in 06/07 budget with an estimated completion 07/08.

3. Library front entrance

Provide a level compliant landing, parking and path of travel. These corrections will be completed by September, 2006.

4. City owned parking lots

The attached appendix #2 lists each lot and the recommended corrections.

5. City sidewalks and curb ramps

The City has an ongoing sidewalk repair program. The Public Works Dept. has annually obtained CDBG funds for ramps and installations.

The City has been installing curb ramps for decades and sidewalks were surveyed in 1993 for lack of curb ramps. At that time, there were approximately 1,450 curb returns lacking ramps. This figure did not include older ramps that might not be compliant with current standards or other locations that may have an access barrier such as a narrow walkway due to an obstruction such as a pole, landscaping, sidewalk defects or curbs much like an alley approach, etc.

The City has been installing new ramps under a number of circumstances, including, new roadway construction or reconstruction, some maintenance projects and under specific projects such as the Community Development Block Grant program (CDBG). The Public Works Department has routinely obtained CDBG funds for ramp installations and the current grant is \$150,000. While the amount of funds needed for any particular location will vary depending on such factors as pole relocations and drainage inlets, this amount of funding would cover approximately 15 curb returns.

The City inspects sidewalks on a 3 year cycle with the last completed in 2004. However, past surveys have not addressed all ADA compliance issues, such as, obstructions from poles, overhanging shrubbery, etc. These issues will be addressed in the next survey in 2007 or earlier if staff becomes available.

6. Assistive listening devices for Carnegie Forum and Hutchins Street Square Theater

Provide assistive listening devices for individuals with hearing impairments. Request to be made in 06/07 budget with estimated completion of 07/08. Interim measures include individual assistance upon request.

7. City parks

Provide accessible parking stalls, path of travel and repairs. The attached appendix #3 lists each of the parks and the recommended corrections.

8. Fire Stations

Fire Station #1: Not open to the public. No accessibility improvements planned at this time.

Fire Station #2: Defer improvements regarding parking and path of travel until a decision on rehabilitation is made.

Fire Station #3: Provide one van accessible stall at the front entrance on north side of driveway on Ham Ln. This will be requested in the 06/07 budget and estimated completion is 07/08.

Interim measures to provide accessibility will include providing assistance for the persons with disabilities when any of the stations are used as a voter polling place. The front door of fire station #3 will be repaired and provided with lever action hardware, provided with a level landing and signage over the door alarm. These items will be corrected in 2005.

Grape Bowl **(Amended February 16, 2011)**

The Grape Bowl and all of its facilities including the stadium, concession booths, restrooms, field house, press box, and parking lot is out of compliance.

A report was prepared for The City by the consulting firm ELS Architecture and Urban Design in 2002. This report analyzed the areas of the Grape Bowl that were not ADA compliant and suggested two options. The cost estimate for Option 1 (entry plaza on southwest corner) was \$3.255 million and Option 2 (tunneling new entries at the north and south berms) was \$3.75 million. Based on the increase in The Engineering News Record Construction Cost Index from the date of the ELS estimate of January 2002 to August 2005 of 15.75%, Option 1 has increased to \$3.8 million and Option 2 to \$4.3 million. The report does not address many other areas that have deficiencies such as the field house, some bleacher sections, and playing field. No estimate has been obtained for these improvements.

As an interim measure, the use of portable buildings for restrooms and a concession on the east end of stadium was reviewed. The cost of these improvements was determined to be too great and did not correct the more serious accessibility and exiting issues. Interim measures should be discussed as part of an overall plan as described in Phase I.

In 2010, a number of improvements were completed at the Grape Bowl as described below.

Completed Improvements

1. An accessible path of travel and safe exit way was constructed along with ADA compliant parking stalls serving the lower and upper bleacher areas.
2. ADA seating areas were constructed in the upper bleacher area on the south side of the stadium and cross slope deficiencies along the path of travel were corrected.
3. Restroom and concession buildings were removed from the south and north side of the stadium. Portable restroom and concession facilities are provided for stadium events.
4. Lighting improvements included the removal of all old fixtures from the light towers and the installation of energy efficient light fixtures.

Major Deficiencies

- A. The lack of an accessible path of travel and safe exit way. This includes the path of travel from the public right of way and parking lot to all areas of the stadium. There should be an inter-connected path to the bleachers, concession, restrooms, field house and field.
- B. Ramps are too steep and exceed the 1 unit vertical to 12 units horizontal or 8.33% and are not provided with landings and handrails or guardrails.
- C. Cross slopes exceed 2%.
- D. Grade elevations and unpaved or deteriorated asphalt creates tripping hazards and inaccessibility.

- E. Bleachers – stairs damaged.
- F. Restrooms – dilapidated and not accessible. (Removed in 2010)
- G. Concessions – dilapidated and not accessible. (Removed in 2010)
- H. Field House - dilapidated and not accessible.

~~It is the recommendation of the ADA Committee, due to the complexity and magnitude, to divide the project into three phases. During the interim, uses shall not be expanded beyond the current schedule of events. Organizers of these events shall be advised of their responsibility to provide assistance for persons with disabilities as reasonably appropriate for the planned event.~~

The seating capacity of the Grape Bowl is set at 7,700, with 78 handicap seats and 77 semi-ambulatory seats. At the present, there are no concession or restroom facilities, and organizers of events at the Grape Bowl are required to provide these facilities as needed.

Future Improvements

~~Explore the opportunities, constraints, and costs associated with upgrading the Grape Bowl. Encourage public input and community involvement in the decision process. The scope of the project should not be limited to only accessibility but improvement based on the desired use. Interim remediation measures should be discussed in this phase. The recommended forum for these discussions is the Parks & Recreation Commission. A Special Ad Hoc Committee shall be formed to obtain community input regarding future use and improvements under the direction of the Parks & Recreation Commission. The Commission shall invite representatives from the School District and other school affiliated organizations to be participating members of the Ad Hoc Committee. All Committee Appointees will be subject to Council approval. The Commission will make a recommendation to the Council. This phase should be completed by June of 2006.~~

The City Council has adopted an ADA Transition Plan for the Grape Bowl to correct remaining ADA deficiencies. This plan is presented in Appendix 4. The principal elements of the plan include:

1. Removal of the embankment at the west end of the stadium and construction of an entry plaza that will include new ticket, concession and restroom facilities.
2. Construction of path of travel and safe exiting improvements to accommodate the existing seating capacity within the stadium.
3. Construction of ADA compliant seating within the upper and lower bleacher areas on both sides of the stadium.

Next Phase

The next improvements planned for construction at the Grape Bowl include partial removal of the earthen berm at the west end; partial construction of restroom, concession and ticket dispensaries within the entry plaza; and additional path of travel and seating improvements on the upper and lower south side of the stadium.

~~Based on the decision from the Council in Phase I, appropriate action shall be taken which may include hiring an architect to prepare plans that reflect the needs and desires of the City and the community pending acceptance of Council. This phase should be completed by the end of 2007/08.~~

Future Phases

Multiple construction phases will be required to implement the Grape Bowl ADA Transition Plan. The phasing has not been determined but is constrained by available funding.

Phase III

~~Final construction drawings should be completed, construction contracts awarded, and construction beginning in 2008 - 2010.~~

~~Advancing to the second and third phase will, of course, be subject to budget constraints, the availability of various funding sources and the involvement of the community.~~

APPENDIX - 1
Accessibility Improvements
Completed Since 1992

Name of Project	Description	Completion Date
Beckman Park: Contractor	- Installation of new walkway from Ham Ln to playground area & restroom facility.	2000
Contractor	- Removed sand playground material & install Fibar (engineered wood fiber).	2000
Blakely Park: Contractor	- Remodeled existing restroom facility to meet ADA requirements.	1992
Contractor	- Relocated & Retro-Fit work of playground to meet ADA requirements.	1996
City Staff	- Constructed accessible group picnic area adjacent to the playground area.	1996
Candy Cane: Contractor	- Installed a new walkway from Holly drive to playground area, installed new Fibar ground cover & retro-fitted existing equipment with a handicap transfer point to meet ADA.	1997
Chapman Field/Armory Park: Contractor	- Installed new accessible bleachers with ramps & guard railing.	2002
City Hall:	- All accessible features including ramps, doors, elevator, and parking lot.	1996
Emerson Park: Contractor	- Installed a new accessible restroom facility.	1995
Contractor	- Remodeled "north" playground area – new handicap accessible playground Equipment and installation of poured-in-place rubber surfacing to meet ADA requirements.	2003
English Oaks Parks: Contractor	- Installed new accessible playground & Fibar ground cover material to meet ADA.	1997
Finance Bldg:	- Installed complying van accessible stall, curb ramp, & signage.	2005
Grape Bowl: Consultant	- Adopt Grape Bowl ADA Transition Plan	2002 <u>2011</u>

APPENDIX - 1
Accessibility Improvements
Completed Since 1992

Name of Project	Description	Completion Date
Hale Park: Contractor	- Installed new accessible restroom & recreation structure.	1993
Contractor	- Installed new accessible playground equipment & poured-in-place rubber surfacing to meet ADA requirements.	2005
Henry Glaves Park: Contractor	- Installed new accessible playground equipment & Fibar ground cover.	1994
Contractor	- Installed a new walkway from Oxford Dr. to playground area & restroom facility also installed new Fibar ground cover to meet ADA.	2000
Katzakian Park: Contractor	- Constructed new park site with interior walkways, accessible playground equipment with Fibar ground cover and an accessible restroom facility.	2000
Kofu Park: Contractor	- Rehab of main walkway from Ham Lane to recreation building.	1993
Contractor	- Installation of accessible ramp & handrails at concession stand location.	1997
Lawrence Park: Contractor	- Installation of new accessible restroom facility.	1995
Contractor	- Installed new handicap accessible playground equipment & poured-in-place surfacing.	2003
Legion Park: Contractor	- Remodeled playground areas & picnic areas to meet ADA requirements.	1996
Contractor	- Installed new poured-in-place rubber safety material & Fibar ground cover.	2003
Lodi Lake Park: Kiwanis	- Installed new accessible playground with Fibar in the Youth Area.	1992
Contractor	- Installed new accessible Decomposed Granite trail in the Wilderness Area.	1995
Contractor	- Installed new accessible playground areas on the south side of Lodi Lake.	1998
Kiwanis	- Installed new accessible picnic area on south side of Lodi Lake.	1998
Contractor	- Installed new accessible fishing dock with walkways & hand rails.	1999
Contractor	- Installed a new walkway from south play area to Kiwanis picnic area.	2000

APPENDIX - 1
Accessibility Improvements
Completed Since 1992

Name of Project	Description	Completion Date
Contractor	- Phase I Bicycle/Accessible Pedestrian Corridor Project (Beach to Mills Ave.)	2000
Contractor	- Phase II Bicycle/Accessible Pedestrian Corridor Project (Mills Ave. to Woodbridge)	2003
MSC Parking Lot	- Installed complying parking stalls & path of travel to office.	2005
Parks & Recreation Office:		
Contractor	- Retro-fit work front counter & secretary work areas.	1996
Contractor	- Retro-fit work of restrooms.	1999
Peterson Park:		
Contractor	- Constructed new park site with interior walkways, accessible playground areas.	1997
Contractor	- Installed a new handicap accessible restroom facility.	2000
Police Facility:	- Added two (2) accessible stalls on Elm St.	2005
Salas Park:		
Contractor	- Installed new accessible playground equipment.	2001
Contractor	- Installed new poured-in-place safety surfacing & Fibar ground cover.	2003
Sidewalks City:	- Approximately 400 curb ramps installed.	Ongoing Program
Softball Complex:		
Contractor	- Installed new accessible bleachers with ramps & guard rails.	1999
VanBuskirk Park:		
Contractor	- Remodeled entire park site.	1997
Contractor	- Installed poured-in-place rubber safety surfacing.	2005
Veteran's Plaza:	- Replace sidewalks for plaza accessibility.	1997
Vinewood Park:		
City Staff	- Installed an accessible drinking fountain with walkway off of Virginia Ave.	2003

APPENDIX – 2
City Parking Lots

Project Name		Description
1.	City Lot #1: (north side of Walnut St.)	- Accessible parking stalls. Install two stalls – one van accessible at the southeast corner. Estimated completion 2005.
2.	City Lot #2: (south side of Oak St.)	- Accessible parking stalls. Install two stalls – one van accessible at Oak St. entrance or at Woolworth building rear entrance. Request to be made in 06/07 budget, estimated completion 07/08.
3.	City Lot #3: (north side of Oak St.)	- In substantial compliance.
4.	City Lot #4: (south side of Pine St.)	- Accessible parking stalls. Install two stalls – one van accessible at northeast corner with a mid-block curb cut. Request to be made in 06/07 budget, completion 07/08.
5.	Maple Square:	- Accessible parking stalls and paved path of travel. Recommendation is to declare this as surplus property to be sold.
6.	Lodi Station:	- Signage & access aisle too small. Two accessible stalls provided – provide signage and enlarge access aisle. Request to be made in 06/07 budget, completion 07/08.
7.	Public Safety (south side of Elm)	- Signage Install signage & paint symbol. 2005

APPENDIX – 3
City Parks

Project Name		Description
1.	Beckman	- Restrooms fixtures The restroom replacement is pending approval of State funding. The tentative schedule is 06/07.
2.	Hale Park	- Accessible parking stalls Install a new stall in the southeast corner of the parking lot with a curb ramp. Request to be made in 06/07 budget, completion 07/08.
3.	Henry Graves	- Restroom fixtures The restroom replacement is pending approval of State funding. The tentative schedule is 06/07.
4.	Legion Park	- Restroom accessibility on south side of park from the Vine St. entrance. The restroom replacement is pending approval of State funding. The tentative schedule is 06/07.
5.	Lodi Lake	- Boat house and boat dock Install ramps and provide path of travel. 07/08 or provide alternative and equivalent access. - Discovery Center display area Provide adequate aisle space for the disabled. 2005
6.	Parks & Recreation Annex Parking Lot	- Existing parking stall and path of travel to the office Provide a 4' path of travel in front of the stall and a new sidewalk through the landscaped area to the public sidewalk. Request to be made in 06/07 budget, completion 07/08.
7.	Salas Park	- In substantial compliance. Except repairs to signs, stripping & paving. 05/06 budget.
8.	Softball Field – Stockton St.	- Parking stalls and path of travel to the main entrance. Install a curb ramp and sidewalk to the main entrance. Request to be made in 06/07 budget, completion 07/08.
9.	Zupo Field	- Ramps to bleacher area. Two (2) accessible spaces are currently located at field level. Provide a ramped entrance to all bleacher areas. Request to be made in 07/08 budget, completion 09/10.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENTS TO 2005 AMERICANS
WITH DISABILITIES ACT TRANSITION PLAN
RELATED TO THE GRAPE BOWL

=====

WHEREAS, the federal Americans with Disabilities Act (ADA) was adopted in 1990 and required public agencies, including cities, to perform a self-evaluation of facilities and programs to determine what needed to be done to achieve program accessibility. Based upon this evaluation, the public agency had to develop a transition plan for barrier-removal projects that would require more than a year to complete; and

WHEREAS, the City of Lodi's Transition Plan was adopted on November 2, 2005; however, the section related to the Grape Bowl was excluded from the Council's action; and

WHEREAS, the Grape Bowl section has been amended to include a listing of completed improvements and future planned improvements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Amended Americans with Disabilities Act Transition Plan, attached as Exhibit A.

Dated: February 16, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolutions Approving Fiscal Year 2010/11 Mid-year Budget Adjustments
MEETING DATE: February 16, 2011
PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolutions approving Fiscal Year 2010/11 mid-year budget adjustments to:

1. Reallocate existing appropriations within the General Fund;
2. Approve the reorganization of the Electric Utility; and
3. Approve the merger of the Parks and Recreation and Community Center Departments into the Community Services Department

BACKGROUND INFORMATION: Staff has presented information to the City Council in Shirtsleeve meetings on January 11 and 25 as well as on February 1, 2011. The meeting of January 11 presented staff estimates of revenues. The meeting of January 25 presented staff estimates of expenses/expenditures. The meeting of February 1 presented proposed re-organizations within the Electric Utility Department and the Parks and Recreation and Community Center Departments.

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 match initial projections, but variances within individual line items are expected. Total General Fund estimated revenue is \$41,321,690.

The primary General Fund revenue sources are property taxes, sales taxes, PILOT and Vehicle License Fees. Combined, these four revenue sources are expected to account for approximately \$28.7 million or almost 70 percent of General Fund revenue. The estimate is about \$117,000 lower than the amount originally budgeted for these accounts. On the bright side, cable franchise fees and State Mandated Cost Reimbursement revenue is higher than budgeted levels, offsetting the lowered revenue estimates above.

Individual department savings and shortages net to a savings against budget of approximately \$65,000 in the General Fund. It is recommended that Council re-allocate projected savings to departments expected to go over budget as noted in the table below, while retaining a net savings in the fund of \$65,000.

APPROVED: _____
Konradt Bartlam, City Manager

Department	Increase / (Decrease) Appropriations
City Clerk	\$4,000
City Manager	\$13,200
City Attorney	\$1,700
Internal Services	\$37,200
Fire Department	\$36,000
Non-Departmental	(\$75,000)
Public Works	(\$14,700)
Police	(\$2,400)
Net Change	(\$0)

Reorganization of the Electric Utility Department:

Staff has analyzed the operations of the Electric Utility Department and is recommending a number of steps be taken to reorganize the department. The sum of the steps will result in current year savings of approximately \$123,000 and annualized savings of about \$476,000.

Expected results of the proposed reorganization are to avoid rate increases that would otherwise be needed to pay for previously negotiated contract increases. The reorganization will reduce the fixed costs of the utility in the current year and in future years. The City is seeing reduced revenue to the utility as a result of a sluggish economy coupled with mild weather and the impacts of reduced consumption of energy due to energy efficiency measures taken by customers. While 'flattening' the organization will result in more direct reports to the Director, it will provide for more direct management involvement in the organization and lead to a more responsive organization and a higher value to the customers. It should be noted that the reorganization will not affect the number of staff in the field maintaining the system or responding to customer needs.

The savings to the ratepayers will be brought about by the elimination of five positions. The Director currently has two Assistant Director positions that report directly to her. The reorganization proposes to eliminate these two positions and distribute the duties of these positions to other staff. One of these positions is currently vacant while the other position is filled. The incumbent in the filled position has rights to displace the Senior Power Engineer.

One Meter Reader position, one Administrative Clerk position and one Energy Specialist position will also be eliminated under the proposed reorganization. The City has moved steadily toward automating the meter reading function and, as a result, finds that it does not need this full-time Meter Reader position. Meter reading will continue to be accomplished by the remaining Meter Reader supported by part-time staff.

The Department has reviewed its clerical needs and cannot justify keeping its current level of staff. Staff is recommending one Administrative Clerk position be eliminated. With the reduction in new development, the department no longer has sufficient workload. The individual holding this position has the right to displace an Administrative Clerk elsewhere in the City organization.

The Energy Specialist position has historically handled in-home energy audits. Demand for such services has dwindled significantly since an on-line tool has been in place for this service. The staff person has been assisting with the implementation of the electronic read meters project. That project is coming to a close and there are not other duties that are appropriate for this position. Therefore, this position is being eliminated. The incumbent does not have 'bumping rights' to any other City position.

In an effort to provide an opportunity for continued City employment, the City has invited the Administrative Clerk and Energy Specialist to compete for vacant Customer Service Representative jobs that are open in the Finance Division of the Internal Services Department.

Additional position and salary changes that are recommended under this reorganization include:

- Reclassify Principal Resource Planner to Rates and Resources Manager
 - The Principal Resource Planner is assuming a number of the duties formerly performed by an Assistant Director, thereby necessitating the reclassification.
 - Top step salary for the Principal Resource Planner is \$8,199 per month. Proposed top step salary for the Rates and Resources Manager is \$10,000 per month, an increase of \$21,612 annually.
- Reclassify Substation and Meter Superintendent to Electric Operations Superintendent
 - The Substation and Meter Superintendent is assuming a number of duties formerly performed by an Assistant Director and some duties performed by the Utility Operations Supervisor, thereby necessitating the reclassification.
 - The City has been unsuccessful in recruiting for the Substation and Meter Superintendent at the current salary.
 - Top step salary for the Substation and Meter Superintendent is \$8,941 per month. Proposed top step salary for the Electric Operations Superintendent is \$10,000 per month, an increase of \$12,708 annually.
- Reclassify Utility Operation Supervisor to SCADA Technician
 - The Utility Operations Supervisor is transferring supervisory duties to the Electric Operations Superintendent, thereby necessitating a reclassification.
 - The remaining duties of the position are primarily technical duties related to operating and maintaining the Utility's Supervisory Control And Data Acquisition (SCADA) system. The SCADA system is the operating system for the utility.
 - Top step salary of the Utility Operations Supervisor is \$9,414 per month. Proposed top step of the SCADA Technician is \$7,068 per month, a savings of \$28,152 annually.
- Reclassify Electrical Technician to Senior Electrical Technician
 - The Utility has a vacant Electrical Technician position that it has been unable to fill. In reviewing the Utility's needs, it has been determined that a Senior Electrical Technician skill set and position are needed.
 - Top step salary for the Electrical Technician is \$7,422 per month. Proposed top step salary for the Senior Electrical Technician is \$8,164 per month, an increase of \$8,904 annually.

With regard to this reorganization, staff recommends the Council approve the attached resolution which confirms the position changes and sets salary ranges for the new position classifications.

All position changes are recommended to be effective February 21, 2011.

Merger of Park and Recreation and Community Center Departments

Prior to 2008, the Parks and Recreation and Community Center departments operated as stand-alone departments with separate and distinct leadership, administrative and operating functions. For the past two and a half years, these departments have functioned under a single individual, who was the permanent Community Center Director and Interim Director of Parks and Recreation. In this timeframe, many steps have been taken to streamline both operations and leverage synergies where they existed. The proposed merger would complete this process and create the Community Services Department.

The merged department will create operational efficiencies. The merged department will be able to take advantage of common marketing tools and strategies and allow customers to register for events at multiple sites. Also, the merged department will eliminate competition between the separate departments for the same program funding. Further, it is expected that a more efficient use of facilities will occur as a variety of functions are programmed into common space. Finally, staffing efficiencies will result from the Parks Division assuming responsibility for grounds maintenance at Hutchins Street Square.

The merger is expected to result in savings of about \$20,800 for the balance of the current fiscal year. Annualized cost reductions are expected to be about \$106,300.

The merger has been discussed with the BOBS, Hutchins Street Square Foundation, Lodi Arts Foundation and the Recreation Commission. No objections to the merger have been raised from these groups that have not been taken into account in our recommendations.

The merger will result in a number of position changes as detailed below.

The merger will result in a single director position over the merged department. The existing Parks and Recreation Director and Community Center Director positions will be merged into a new Community Services Director position. A job description will be created for the new position. Additionally, an amended employment agreement with the current director will be brought forward at a future Council meeting.

The current Arts and Events Manager position is proposed to be reclassified to Community Center Manager. This reclassified position will assume certain duties that had been performed by the Director and will function as the division head for the Community Center. In conjunction with this reclassification, a salary adjustment is proposed that will increase the salary for this position from \$5,412 per month at the top step of the Arts and Events Manager to \$5,953 per month at the top step for the Community Center Manager.

A Program Coordinator position will move from the Community Center to the Recreation Division. This move recognizes that many of the functions of this position are more aligned with Recreation programs and places the position with similar functioning staff.

The Parks Project Coordinator position will move from the Parks Division to department administration and become a direct report to the Director. This will enable the Projects Coordinator position to have more of a department-wide view and benefit the merged departments.

Finally, the Aquatics Coordinator position is recommended to be reduced from a full-time position to a part-time position. The incumbent will retain City employment in a part-time capacity, if so desired.

Staff recommends the Council approve the attached resolution which approves the merger of the Parks and Recreation Department with the Community Center Department, thereby creating the Community Services Department. The attached resolution also confirms the position changes and sets the salary range for the new position classification.

FISCAL IMPACT: **General Fund:** No net change to revenues or appropriation.
 Electric Utility: Net reduction of five full-time positions with savings for the remainder of the current fiscal year of about \$123,000.
 Community Services Department: Net reduction of one full-time position with savings for the remainder of the current fiscal year of \$20,800.

FUNDING AVAILABLE: Not Applicable.

Jordan Ayers
Deputy City Manager

1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Susan Bjork, Supervising Budget Analyst	5. DATE:	02/16/2011
4. DEPARTMENT/DIVISION:	Internal Services/Budget Division		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100	100243	7211	City Wide Utilities	\$ 35,000.00
	100	100241	7313	Non-Departmental Services	\$ 8,000.00
	100	100241	7323	Non-Departmental Services	\$ 8,000.00
	100	100246	7330	Digital Infra & Video	\$ 24,000.00
	100	103021	7188	P.W. Engineering	\$ 14,700.00
	100	101031	7101	Police Administration	\$ 2,400.00
B. USE OF FINANCING	100	100102	7323	Elections	\$ 4,000.00
	100	100401	7101	City Manager	\$ 13,200.00
	100	100351	7101	City Attorney	\$ 1,700.00
	100	100421	7101	Budget/Treasury	\$ 11,600.00
	100	100505	7112	Finance Revenue	\$ 25,600.00
	100	102012	7102	Fire Emergency Operations	\$ 36,000.00

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 budget appropriation adjustments

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

Meeting Date: 02/16/2011 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____

Jonathan Ayres

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager

Date

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

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING THE CITY OF LODI FINANCIAL PLAN AND BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011

WHEREAS, the City Council adopted a balanced Financial Plan and Budget for Fiscal Year 2010-11 on June 2, 2010, and

WHEREAS, the adopted 2010-11 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions and policies, and

WHEREAS, revisions to the adopted 2010-11 Financial Plan and Budget are necessary to address operating changes and expenditure estimates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby revise the adopted 2010-11 Financial Plan and Budget as follows:

- 1. Approve the reallocation of General Fund appropriations as noted in the table below and on the attached Appropriation Adjustment form:

Table with 2 columns: Department, Increase / (Decrease) Appropriations. Rows include City Clerk, City Manager, City Attorney, Internal Services, Fire Department, Non-Departmental, Public Works, Police, and Net Change.

Dated: February 16, 2011

I hereby certify that Resolution No. 2011-_____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following votes:

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

RANDI JOHL
City Clerk

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE MERGER OF THE PARKS AND RECREATION AND COMMUNITY CENTER DEPARTMENTS INTO THE COMMUNITY SERVICES DEPARTMENT

WHEREAS, the City has operated with separate Parks and Recreation and Community Center Departments, and

WHEREAS, these departments have operated for the past two and one-half years with a common department head who was the permanent Community Center Director and the Interim Parks and Recreation Director, and

WHEREAS, many steps have been taken to streamline the operations of both departments, and

WHEREAS, merging the departments will create operational efficiencies, and

WHEREAS, the merger will result in a number of position changes, including the elimination of one full-time position, and

WHEREAS, the reorganization will result in savings for the balance of fiscal year 2010/11 of about \$20,800 and annualized savings of about \$106,300.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the merger of the Parks and Recreation and Community Center Departments to create the Community Services Department.

BE IT FURTHER RESOLVED that the Lodi City Council Lodi does hereby approve the position changes resulting from the merger as follows:

1. Approve the elimination of one Aquatics Coordinator position.
2. Approve the reclassification of the Arts and Events Manager to Community Center Manager and approve the salary schedule as follows:

Community Center Manager

A	B	C	D	E
4,897.43	5,142.30	5,399.42	5,669.39	5,952.85

3. Implement all position changes above effective February 21, 2011.

Dated: February 16, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following votes:

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

RANDI JOHL
City Clerk

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY
COUNCIL REORGANIZING THE ELECTRIC
UTILITY DEPARTMENT

=====

WHEREAS, staff has analyzed the operations of the Electric Utility Department and recommends a reorganization of the department, and

WHEREAS, staff presented the detail of the reorganization at a Shirtsleeve meeting of the City Council on February 1, 2011, and

WHEREAS, the reorganization will allow the City to avoid rate increases that would otherwise be necessary due to previously negotiated contract increases, and

WHEREAS, the reorganization will result in a 'flatter' and more customer responsive organization, and

WHEREAS, the reorganization will require the elimination of five positions, and

WHEREAS, the reorganization will result in savings for the balance of fiscal year 2010/11 of about \$123,000 and annualized savings of about \$476,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the reorganization of the Electric Utility Department as follows:

1. Approve the elimination of two Assistant Director positions, one Meter Reader position, one Administrative Clerk position and one Energy Specialist position.
2. Approve the reclassification of the Principal Resource Planner to Rates and Resource Manager and approve the salary schedule as follows:

Rates and Resource Manager

A	B	C	D	E
8,227.03	8,638.38	9,070.30	9,523.81	10,000.00

3. Approve the reclassification of the Substation and Meter Superintendent to Electric Operations Superintendent and approve the salary schedule as follows:

Electric Operations Superintendent

A	B	C	D	E
8,227.03	8,638.38	9,070.30	9,523.81	10,000.00

4. Approve the reclassification of the Utility Operations Supervisor to SCADA Technician and approve the salary schedule as follows:

SCADA Technician

A	B	C	D	E
5,815.26	6,106.02	6,411.32	6,731.89	7,068.48

5. Approve the reclassification of one Electrical Technician to Senior Electrical Technician and approve the salary schedule as follows:

Senior Electrical Technician

A	B	C	D	E
6,716.86	7,052.71	7,405.34	7,775.61	8,164.39

6. Implement all position changes above effective February 21, 2011.

Dated: February 16, 2011

=====

I hereby certify that Resolution No. 2011-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2011, by the following votes:

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

RANDI JOHL
 City Clerk

2011-____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Implementation of a Standard City-wide 9/80 Work Schedule for City Offices

MEETING DATE: February 16, 2011

PREPARED BY: City Manager

RECOMMENDED ACTION: Approve implementation of a standard city-wide 9/80 work schedule for City offices.

BACKGROUND INFORMATION: City employees have asked for a modified work schedule that is common for government agencies, the "9/80" schedule. A 9/80 work schedule is one in which the work schedule remains 80 hours within a two-week pay period, but employees work nine days rather than 10. City offices would be open and available to the public from 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8 a.m. to 5 p.m. on one Friday and closed the second Friday. The result would be that City offices will be closed three Fridays a month, two as a result of the 9/80 schedule and one from our current furlough program.

Currently, there are a number of different schedules in effect within the City. Some Electric Utility and Public Works staffs are already using a 9/80 schedule. Additionally, alternative schedules are used in the Police and Fire departments. Exhibit "A" attached reflects the various work hours by department.

The 9/80 schedule has been used by local governments in California for the past 20-plus years. In Bay Area and Southern California cities, the schedule is used to offset the number of commute days, which is an air quality benefit. Within San Joaquin County, Lodi and Escalon are the only cities not on this schedule. Over the years, a number of surveys have been conducted by cities to determine customer satisfaction. Generally most people see the extended hours Monday-Thursday as a benefit as it allows them to access services outside of the standard eight-hour day. Internally, we would expect to see better morale as well as recruitment efforts.

Overall, we expect the primary benefits as follows:

- Increase in customer service and access to service: Monday through Thursdays have proven to be our busiest days for both walk-in visits as well as phone calls. Fridays are routinely slower.
- Improve air quality/congestion management: Commute trips will be reduced with City offices being closed an additional two days a month, helping the City meet new Air District rules for large employers.

APPROVED: _____
Konradt Bartlam, City Manager

- Reduced use of overtime and sick leave: With an additional hour a day, we would expect to see a reduction in overtime. This is particularly true in the departments that have a customer service counter where it is routine to see people being assisted after 5 p.m. Additionally, those cities that are using a 9/80 work schedule have seen a reduction in sick leave usage. This is primarily due to people scheduling their doctor's appointments on their off Friday.
- Reduced utility costs: The ability to shut down facilities for two additional days a month will save on energy. Our initial estimates are approximately \$20,000 per year.

There are anticipated challenges to this schedule:

- Some citizens will be inconvenienced when City offices are closed every other Friday.
- Individual employees may have childcare/personal needs based upon an 8-to-5 schedule.

If the City Council is supportive of this recommendation, we would expect to initiate the schedule on March 7, 2011. The current furlough day which is the last Friday of the month will either be the third or fourth Friday depending how the pay period occurs within a given month. Our intent is to publish a complete schedule should the Council approve the request.

FISCAL IMPACT: Based on energy and related savings, we expect a \$20,000 annual savings, as well as additional minor savings in overtime.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers, Deputy City Manager

Konradt Bartlam, City Manager

Attachment

City of Lodi Department

Work Schedule

Community Development

Administration	8 hour days
Building	8 hour days
Planning	8 hour days
Neighborhood Services	8 hour days

Electric Utility Department

Administration	9 hour days (9/ 80 work schedule)
Construction & Maintenance	9 hour days (9/ 80 work schedule)
Engineering & Operations	8 hour days
Field Services	8 hour days

Fire Department

Administration	8 hour days
Chief & Training Battalion Chief	8 hour days
Division Chief Fire Management	9 hour days (9/ 80 work schedule)
Firefighters	56 hour week
Line PC	56 hour week (3/4 shift)
Online Firefighter & Fire Management	56 hour week

Hutchins Street Square

Full- time Employees	8 hour day
Part-time Employees for events	Weekend and evening hours vary

Internal Services

Budget	8 hour days
Financial Services	8 hour days
Human Resources	8 hour days
Information Systems	8 hour days

Library

Administration	8 hour days
Director	8 hour days
Librarians	8 hour days

Parks & Recreation Dept.

Administration	8 hour days
Parks	8 hour days 6am-2:30pm (summer) 7am-3:30pm (winter)
Recreation	8 hour days

Department Work Schedules

Police Department

Administration/ Record	9 hour days (9/ 80 work schedule)
Operations/ Captains	8 or 9 hour days
Dispatcher	12 hour days (one 8 hour day bi-weekly)
Support Services	10 hour days (4/10 work schedule)
Detectives/ Officers	10 hour days (4/10 work schedule)
School Resource Officers	9 hour days (9/ 80 work schedule)
Animal Service Employees	8 or 9 hour days

Public Works

Administration	8 or 9 hour days
Engineering	8 or 9 hour days
Facility Services	8 hour days
Transportation	9 hour days (9/ 80 work schedule)
Streets	8 hour days

Municipal Service Center

Administration	8 hour days
Wastewater	8 hour days

Fleet Services

10 hour days (4/10 work schedule)

White Slough

Administration & Clerical Staff	8 hour days
Chief & Plant Operator	10 hour days (4/10 work schedule)
Environmental Compliance Inspectors	9 hour days (9/80 work schedule)
Plant Operator	10 hour days (4/10 work schedule)