



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: February 18, 2015
Time: Closed Session 5:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code §§54956.9(d)(2) and 54956.9(e)(1), One Case, Shall Not Be Disclosed, Due to Facts and Circumstances Not Yet Known to Potential Plaintiffs (CA)
- b) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Presentation on Peterson Park Tree Replanting Project (PRCS)

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

- C-1 Receive Register of Claims in the Amount of \$2,615,498.98 (FIN)
- C-2 Approve Minutes (CLK)
 - a) January 27 and February 3, 2015 (Shirtsleeve Sessions)
 - b) February 4, 2015 (Regular Meeting)

Res. C-3 Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Sidewalk Paver Maintenance and Appropriating Funds (\$50,000) (PW)

Res. C-4 Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Concrete Cleaning (PW)

Res. C-5 Adopt Resolution Approving Purchase of Concrete Street Light Standards from Northern California Sales Company, of Auburn (\$41,228) (EU)

Res. C-6 Adopt Resolution Establishing Musco Corporation Sports Lighting as the Standard Equipment for City Parks for Future Purchases (PRCS)

Res. C-7 Adopt Resolution Awarding Contract for City Hall Annex First Floor Phase 2 Interior Remodel Project to Diede Construction, Inc., of Woodbridge (\$2,492,000) and Appropriating Funds (\$2,754,150) (PW)

Res. C-8 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Watershed Sanitary Survey with HDR Engineering, Inc., of Folsom (\$30,500) (PW)

- Res. C-9 Adopt Resolution Authorizing City Manager to Extend Contract for Directional Boring, Excavation, and Conduit Installation with Westech Industries, Inc., of Galt, for One Year (\$500,000) (EU)
- Res. C-10 Adopt Resolution of Intent to Vacate the 0 Block of East Vine Street Between Union Pacific Railroad and Sacramento Street, Refer to the Planning Commission, and Set a Public Hearing for April 15, 2015 (PW)
- Res. C-11 Adopt Resolution Approving Amended South Wastewater Trunk Line Impact Mitigation Fee Program Schedule of Fees (PW)
- Res. C-12 Adopt Resolution Waiving Business License Requirement for Parks, Recreation, and Cultural Services Special Events (PRCS)
- C-13 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)
- C-14 Set Public Hearing for March 18, 2015, to Consider Pre-Approved Proposition 218 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.

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

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

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

G. Public Hearings

- Res. G-1 Public Hearing to Consider Adopting Resolution Approving an Amendment of the 2014/5 Annual Action Plan (CD)

H. Communications

- H-1 Post for Three Expiring Terms on the Lodi Improvement Committee (CLK)
- H-2 Monthly Protocol Account Report (CLK)

I. Regular Calendar

- Res. I-1 Adopt Resolution Approving the Classification, Job Description, and Salary Range for the Position of Youth Outreach Worker (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.

Jennifer M. Ferraiolo, City Clerk

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

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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation on Peterson Park Tree Replanting Project

MEETING DATE: February 18, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Receive presentation on Peterson Park tree replanting project.

BACKGROUND INFORMATION: Four-fifths of Peterson Park's original trees were Bradford pears. Three years ago, a large number of the Bradford pears started experiencing major limb failure. On October 2, 2014 park staff held a neighborhood outreach meeting to discuss the removal of 38 trees and plans to replace them with 42 trees of varying species. Thirty-five neighbors and community members attended this meeting.

Funding for 37 new trees and necessary project supplies is being provided by Tree Lodi, a nonprofit group dedicated to preserving and expanding Lodi's urban forest. On October 17, 2014, Tree Lodi was informed it had been awarded a grant in the amount of \$7,000 through the California ReLeaf 2014-15 Social Equity Tree Planting Grant Program. On November 19, Tree Lodi offered to donate the entire grant award to the City to offset some project expenses, such as stump grinding, purchase of trees and other supplies.

Now that Parks Division staff has removed the Bradford pear trees, Tree Lodi has begun training volunteers to lead the planting teams. Tree Lodi anticipates more than 60 volunteers will assist with planting the trees beginning at 10 a.m. on Saturday, Feb. 21. The five tree-planting teams consist of Lodi High, Tokay High and Delta College students, Lodi Rotary Club and park neighbors. Additionally, five memorial trees donated by community members will be planted at the park.

The day will also include a tree planting demonstration, available tree education materials and refreshments. Tree Lodi has secured volunteers to help maintain all newly planted trees for three years.

Parks Superintendent Steve Dutra will provide the City Council with an overview of this project.

JEFF HOOD

Parks, Recreation and Cultural Services Director

APPROVED: _____

Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims through January 29, 2015 in the Total Amount of \$2,615,498.98.

MEETING DATE: February 18, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,615,498.98.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,615,498.98 through 01/29/15.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

1/16/2015 through 1/29/2015

Fund			Amount
100 - General Fund			1,401,802.57
120 - Library Fund			13,416.34
140 - Expendable Trust			18,878.94
200 - Parks, Rec & Cultural Services			10,021.59
212 - Local Law Enforce Block Grant			6.80
217 - CalGRIP			36.41
270 - Comm Dev Special Rev Fund			2,268.12
301 - Gas Tax-2105,2106,2107			2,197.70
303 - Measure K Funds			7,904.00
307 - Federal - Streets			10,122.27
350 - H U D			11,618.80
400 - Vehicle Replacement Fund			1,250.29
402 - Info Systems Replacement Fund			7,139.88
431 - Capital Outlay/General Fund			1,348.00
437 - IMF Parks & Rec Facilities			5,510.00
500 - Electric Utility Fund			242,374.91
501 - Utility Outlay Reserve Fund			348,878.26
504 - Public Benefits Fund			58,770.00
508 - Environmental Compliance			2,497.50
530 - Waste Water Utility Fund			112,740.94
531 - Waste Wtr Util-Capital Outlay			32,014.30
560 - Water Utility Fund			23,827.68
561 - Water Utility-Capital Outlay			57,041.75
590 - Central Plume			14,782.09
593 - Northern Plume			156.60
600 - Dial-a-Ride/Transportation			163,874.65
601 - Transit Capital			33.12
650 - Internal Service/Equip Maint			25,579.73
655 - Employee Benefits			27,507.19
665 - Worker's Comp Insurance			11,896.95
710 - Hutchins St Sq/Holz Bequest			1.60
Total			2,615,498.98



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) January 27, 2015 (Shirtsleeve Session)
b) February 3, 2015 (Shirtsleeve Session)
c) February 4, 2015 (Regular Meeting)

MEETING DATE: February 18, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) January 27, 2015 (Shirtsleeve Session)
b) February 3, 2015 (Shirtsleeve Session)
c) February 4, 2015 (Regular Meeting)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 27, 2015**

A. Roll Call by City Clerk

The Shirtsleeve Session of January 27, 2015, was called to order by Mayor Johnson at 7:00 a.m.

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

Absent: Council Member Mounce

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

Council Member Nakanishi left the meeting at 8:15 a.m.

B. Topic(s)

B-1 Receive Reports from the San Joaquin Partnership on Lodi Commercial Land Survey and from the Lodi Chamber of Commerce on Vision 2020 (CM)

Shelley Burcham, Vice President - Client Services of the San Joaquin Partnership, provided a PowerPoint presentation on the San Joaquin County Land Survey. Specific topics of discussion included economic indicators from 2010 to present; population in San Joaquin County, Stockton and Lodi; unemployment rates; housing costs; real estate statistics; existing building inventory; available building inventory within Lodi; new construction within San Joaquin County from 2012 through 2015; land survey entitlements; available land; industrial/commercial land available; San Joaquin Partnership; Bay Area industrial building base; 2014 records set; warehouse versus e-commerce; and whether the community is prepared to move forward. Ms. Burcham further presented a handout listing the five largest buildings per jurisdiction in San Joaquin County.

In response to Council Member Kuehne, Ms. Burcham stated that the range of 319 to 807 new jobs in 2014 takes into account initial jobs, as well as jobs relating to build out.

In response to Council Member Nakanishi, Ms. Burcham stated the purpose of attracting Bay Area companies is to bring higher wage jobs into this community. In further response, Ms. Burcham stated she would provide Council with information regarding average wages for San Joaquin County.

Pat Patrick, President of the Lodi Chamber of Commerce, provided a PowerPoint presentation on Vision 2020. Specific topics of discussion included an overview of Vision 2020; economic competitiveness; work force development; tourism; Lodi livability; community and business health; Lodi Well; next steps for the City and the Chamber; the City being a leader or co-leader in economic competitiveness, livability, and tourism; the City being a partner in workforce development; and where City leadership is needed.

In response to Mayor Johnson, Mr. Patrick stated that he expects there will be continued support for wellness programs following the takeover of the hospital, adding there have been long-time programs in Lodi by the Adventists and churches that have helped many people achieve healthy lifestyles.

Mr. Patrick distributed a handout listing the detailed strategies for each vision focus area and asked for Council Member participation by inviting them each to join a Vision Action Team (VAT).

In response to Council Member Nakanishi, Mr. Patrick stated some of these action plans are already underway or complete, including the process of reviewing and upgrading parks through

the Parks, Recreation, and Cultural Services Department and the Recreation Commission, as well as the creation of a Harbor Pilot program following the City's hiring of the Business Development Manager position.

At the request of Mayor Johnson, City Manager Schwabauer provided an update regarding the closure of General Mills. He reported that staff is in communication with the General Mills personnel assigned to remarket and repurpose the property and that the company has hired a broker and produced a brochure, with the City's assistance, detailing the abilities and services the City can provide, as well as details about the property. General Mills expects to have the brochure available in February to begin marketing the property. Mr. Schwabauer added that General Mills is a private business that will continue to operate until January of next year and that, although the goal is to remarket the property as soon as possible, the company should be afforded the opportunity to continue to operate profitably throughout its time here. Mayor Johnson assured the public that everything possible is being done by the City and General Mills to remarket the property as expeditiously as possible, but the City does not own the property and cannot get actively involved in the company's process. Mr. Schwabauer added that, with a property of this size and unique assets, the initial step is to market the property as a whole and potentially backfill with another company that could provide 400 plus jobs in the community. If that attempt is unsuccessful, the next step would be to market the property in a piecemeal fashion; however, it will take some time to work through each of these steps.

Mayor Johnson stated that he was concerned with the lack of industrial and "shovel-ready" land, stating this inadequacy makes Lodi less competitive for bringing in new jobs.

Terry Quashnick provided information regarding the Silicon Valley-based company Cepheid, which has a facility in Lodi, stating that he is working with top executives to convince the company to move a satellite production facility to Lodi, potentially at the General Mills site, which would create many jobs and be of great benefit to the community.

Council Member Kuehne expressed appreciation to the Chamber and all of the volunteers who worked so hard on putting together this plan, stating he felt encouraged by the information.

Mayor Pro Tempore Chandler also communicated his appreciation to the Chamber and volunteers and expressed his interest in participating on the Economic Competitiveness and Tourism VATs.

Council Member Kuehne expressed his interest in participating on the Livability VAT.

Mayor Johnson reiterated his concern that Lodi's greatest challenge is the lack of available land for new business and stated he would bring this issue forward as his top priority at the Council's future goal setting session.

In response to Mayor Pro Tempore Chandler, Ms. Burcham stated that Lodi should focus on attracting agricultural and food processing industries. She reported that most food processing companies are looking for linear, efficient buildings in order to make their products as low-cost as possible. Lodi's assets in attracting businesses to its community include having its own electric utility as an alternate to PG&E and the railroad on the east side that has dual rail service.

In response to Mayor Johnson, Ms. Burcham stated that the repeal of the Enterprise Zone negatively affected business attraction to communities, adding that San Joaquin County had many census tracts at the poverty level that were being helped by the Zone. In further response, Ms. Burcham stated that most businesses already know about a community before doing a site visit and their primary considerations are location, target industry, and workforce. Incentives offered by a city are considered and can be helpful, but they are not the major deciding factor.

In response to Mr. Schwabauer, Ms. Burcham stated that Lodi is sitting in a suitable location because of its proximity to the Bay Area, international rail lines, airport, and highways, all of which enable goods to be transported easily.

Richard Vasquez, Delta College Board Trustee, expressed his support in working with community leaders in Lodi to promote the Vision 2020 plan and to encourage development that would further stabilize the community.

Mayor Johnson stated that Mr. Vasquez met with Business Development Manager Adam Brucker regarding the Delta College satellite facility and is amenable to further conversations on this topic. Mayor Pro Tempore Chandler stated he was on the original task force regarding this matter and suggested Mr. Vasquez contact him to further discuss this effort.

Michael Locke stated he believed Lodi needs fully-approved sites for investors to visualize an end result that would convince them to move here and that Lodi must maintain its uniqueness and continue to promote its wine industry.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:21 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 3, 2015**

A. Roll Call by City Clerk

The Shirtsleeve Session of February 3, 2015, was called to order by Mayor Johnson at 7:00 a.m.

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

Absent: None

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

NOTE: Mayor Pro Tempore Chandler arrived at 7:01 a.m.; Council Member Kuehne arrived at 7:04 a.m.

B. Topic(s)

B-1 Benefits of Returning Brownd-Out Fire Engine 1 Back to Service (FD)

Fire Chief Larry Rooney provided a PowerPoint presentation on the benefits of returning brownd-out Fire Engine No. 1 back to service. Specific topics of discussion included background; summary; engine/pumper and truck capabilities; Fire Station areas; benefits of staffing Engine No. 1; National Fire Protection Association 1710 recommended standards; Fire Department staffing; recommendations; and fiscal impact.

In response to Council Member Nakanishi, Chief Rooney stated that other communities have also brownd out engines, adding that Stockton shut down three units, which have since been brought back to service.

At the request of City Manager Schwabauer, Chief Rooney explained that aerial capability is the ladder function, which includes a water pipe, on the fire truck that allows firefighters to access buildings over one story high.

In response to Council Member Mounce, Chief Rooney stated Lodi has a significant amount of two-story buildings, as well as three stories, and that District 1, which is the smallest district and includes the downtown area, is the most dense with the tallest buildings, oldest infrastructure, and inadequate or lacking fire systems in place. For those reasons, the Department is concerned about responding to that area with the appropriate resources and in a quick-enough manner.

In response to Council Member Nakanishi, Chief Rooney stated that, when responding to requests for mutual aid, the Department sends the most appropriate or requested apparatus, whether that be the engine or the truck.

In response to Council Member Mounce, Chief Rooney stated that a replacement fire truck would cost in the neighborhood of \$1 million. Mr. Schwabauer stated that the last truck was serviceable as a front-line truck for five or six years because it was running as an engine, and Chief Rooney added that a truck should typically last for 20 years.

Council Member Mounce stated she believed the City should be setting aside money to replace this asset, that a full response team should be available to the citizens of this community, and she supported putting the brownd-out engine back in service. Mr. Schwabauer responded that the City has a vehicle replacement fund for all City vehicles; however, there is insufficient resources in that fund today and he believed it would not be built-up sufficiently if the engine needed to be replaced within the next five years. The primary reason is budgetary with the challenge being the

ability to provide levels of service and having the necessary capital.

In response to Mayor Johnson, Chief Rooney stated he would provide a breakdown of response calls per district.

In response to Mayor Johnson, Chief Rooney stated that the capacity of the fire engine is four, but is staffed with three firefighters, and the capacity for the fire truck is five, but is staffed with three.

In response to Mayor Johnson, Chief Rooney stated that the Department will be able to more efficiently staff the engine once the six new firefighters complete their academy training.

In response to Council Member Mounce, Chief Rooney stated that the Department has 46 funded firefighter positions, which includes the six new firefighters, with the total number of Fire Department personnel at 53.5.

In response to Council Member Nakanishi, Chief Rooney stated that the six new firefighters would enable the Department to maintain the minimum staffing level of 15, which was the level in 2009 prior to browning out Engine No. 1. In further response, Chief Rooney stated he has no plan to return to Council to request an increase to the staffing level and stated that the current recommendation is to meet the need using overtime dollars. Council Member Nakanishi expressed his support of the Fire Department recommendation to bring Engine No. 1 back to service.

In response to Mayor Pro Tempore Chandler, Chief Rooney stated that, prior to Stockton Dispatch taking over the dispatching in December 2014, Lodi Fire responded to all 911 calls, regardless of how severe the nature. Since the changeover, Stockton Dispatch pre-screens the emergency calls and dispatches the more appropriate unit. For example, lower level (Alpha) calls are dispatched to an ambulance at a longer response time instead of sending the engine or truck.

In response to Council Member Kuehne, Chief Rooney stated that the Department has a good working relationship with American Medical Response (AMR) and its assistance with the lower-level calls frees up firefighters to handle the bigger issues, thereby providing the best level of service. Chief Rooney stated that firefighters will often ride to the hospital in the ambulance if the paramedic requests assistance with a patient, and he believed this was an important part of providing a full complement to Lodi citizens and increasing survivability odds to patients. In further response, Chief Rooney stated that AMR's response model is based on volume, and he did not believe it would put two to three paramedics on an ambulance, but the company does a fine job and will ask when it needs assistance.

Council Member Mounce expressed support in continuing the practice of having firefighters ride along in the ambulance if it is deemed necessary and once again expressed her support of the recommendation to bring Engine No. 1 back to service in a permanent manner.

Mr. Schwabauer recognized the Lodi Fire Department for the tremendous job and service it has provided to the citizens of this community all while doing so with less people. He cautioned, however, about making priority decisions with only one priority on the table, pointing out that there are inadequate staffing and service levels in other departments, including the Police Department and Public Works Streets Division. Council will need to weigh this priority with others that will come before it in the near future.

In response to Mayor Johnson, Chief Rooney stated that Stockton Fire has reported a 28 percent reduction in call response; however, Stockton is also not answering lower-level calls, as well as next level calls. Chief Rooney explained the call levels: Alpha (lower-level) calls are for those who need a response for a minor injury, but are not in dire need; Bravo (next-level) calls are slightly more urgent, such as a non-life-threatening injury; Charlie (higher-level) calls are for those with life-threatening injuries. Staff is currently reviewing call data to determine if it should also eliminate responses to Bravo calls. The Fire Department is responsible for basic life support in the city, whereas AMR is advanced life support, and his goal is to ensure the Department is

available to support AMR. Chief Rooney estimated that, based on preliminary data, Lodi Fire has realized a 15 percent reduction in calls since eliminating the Alpha-type responses. In further reply, Chief Rooney stated that the City of Stockton has eliminated Alpha and Bravo calls; Lodi has eliminated Alpha calls only at this time; and Manteca is still responding to all calls but is considering a reduction.

In response to Council Member Mounce, Mr. Schwabauer agreed that the City has done better than budgeted since 2008 due to a combination of factors: expenditures were below budgeted amounts and revenues were in excess of what was expected. He stated that he will continue to be conservative in his recommendations, adding that his goal is to ensure employees receive their paychecks and that citizens receive the necessary services. Council Member Mounce stated that being conservative is a positive reflection of the community as a whole, but now is the time to begin to allow for growth.

Ed Miller expressed appreciation and gratitude to the Fire Department for its service to his family recently, as well as to the community as a whole. He believed that the costs were merely alluded to in the presentation, but were not quantified, adding that further discussion is necessary to include maintenance and depreciation costs along with all of the other financial aspects before making any decision.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:54 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 4, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 4, 2015, was called to order by Mayor Johnson at 6:00 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)

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 6:54 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of February 4, 2015, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

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

B. Presentations - None

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

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

VOTE:

The above motion carried by the following vote:

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

Pro Tempore Chandler, and Mayor Johnson

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$6,011,209.33 (FIN)

Claims were approved in the amount of \$6,011,209.33.

C-2 Approve Minutes (CLK)

The minutes of January 6, 2015 (Shirtsleeve Session), January 6, 2015 (Special Meeting), January 7, 2015 (Regular Meeting), January 13, 2015 (Shirtsleeve Session), January 20, 2015 (Shirtsleeve Session), January 20, 2015 (Special Meeting), and January 21, 2015 (Regular Meeting) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for White Slough Water Pollution Control Facility Farm Irrigation Improvements - Phase 1 (PW)

Mayor Johnson removed this item from the Consent Calendar for discussion purposes.

In response to Mayor Johnson, Public Works Director Wally Sandelin stated that any spill of partially treated wastewater onto the ground constitutes a reportable offense and the City is required to advise the State Regional Board. Mr. Sandelin stated that staff is proposing to enclose the pipes underground, rather than patching the deteriorated areas, because it would eliminate the risk of spills or overflows and this technique is becoming the new practice and may ultimately be a requirement. In further reply, Mr. Sandelin stated that the spills have been a combination of operator error as well as issues with the integrity of the concrete lining. Mayor Johnson expressed his opposition to spending \$400,000 to replace the entire system and believed patching the problematic areas was more prudent, adding that Woodbridge Irrigation District (WID) seems to have no issues with repairing its system.

In response to Council Member Mounce, Mr. Sandelin stated that WID does not transport wastewater. In further response, Mr. Sandelin stated that the facility is over 50 years old and that the new practice of undergrounding the system will likely be a requirement in the near future; therefore, it made sense to move toward that technology now. He stated this action is for specifications only at this time and that the plans are on the conservative side in terms of design. Mr. Sandelin further replied that the City has reported all of the last six spills; that no fine was assessed, partly because the City assured the Board it was moving toward a design/construction project to move the system underground; that fines are typically \$10,000 per day; and that staff time for reporting spills is minimal. Council Member Mounce stated she would support the request, but stressed that all cost-controlling measures be taken during the bid process to ensure a less costly project.

In response to Council Member Kuehne, Mr. Sandelin stated the design includes removing the existing concrete channel, installing PVC replacement pipe in the ground, and backfilling with dirt.

In response to Council Member Nakanishi, Mr. Sandelin stated that his preference would be the staff recommendation to replace the system because the City will be made to eventually move in that direction. City Manager Schwabauer added that, within the next one or two permit cycles, the State Water Board is very likely to order the City to encapsulate its conveyance system.

Council Member Kuehne agreed this was a high-dollar project; however, the City will inevitably be made to do this and it made sense to do it now.

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, to approve the plans and specifications and authorize advertisement for bids for White Slough Water Pollution Control Facility Farm Irrigation Improvements - Phase 1.

VOTE:

The above motion carried by the following vote:

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

Noes: Mayor Johnson

Absent: None

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Henry Glaves Park Pump Station Improvements Project (PW)

Approved plans and specifications and authorized advertisement for bids for Henry Glaves Park Pump Station Improvements Project.

C-5 Adopt Resolution Awarding Contract for 2015 GrapeLine Bus Stop Accessibility and Shelter Improvements to Sierra National Construction, Inc., of Carmichael (\$282,692) (PW)

Adopted Resolution No. 2015-03 awarding the contract for the 2015 GrapeLine Bus Stop Accessibility and Shelter Improvements to Sierra National Construction, Inc., of Carmichael, in the amount of \$282,692.

C-6 Adopt Resolution Authorizing: 1) The Non-Competitive Purchase of Musco Sports Lighting Components and Installation to Musco Lighting, of Oskaloosa, Iowa, for the Salas Park Sports Lighting Upgrade (\$219,984); 2) Appropriation of \$225,000 from Parks Capital Fund; and 3) Acceptance of a \$32,500 Gift from the Boosters of Boys/Girls Sports Over Five Years (PRCS)

This item was pulled from the agenda and will be brought back at the February 18, 2015, City Council meeting.

C-7 Accept Improvements Under Contract for Turner Road Surface Improvements Project, Loma Drive to Pleasant Avenue (PW)

Accepted improvements under the contract for the Turner Road Surface Improvements Project, Loma Drive to Pleasant Avenue.

C-8 Accept Improvements Under Contract for Stockton Street Offsite Improvements (PW)

Accepted improvements under the contract for Stockton Street Offsite Improvements.

C-9 Adopt Resolution Accepting Public Improvements at 2311 Cochran Road (Westwind Drive to 250 Feet East of Westwind Drive) (PW)

Adopted Resolution No. 2015-04 accepting the public improvements at 2311 Cochran Road (Westwind Drive to 250 Feet East of Westwind Drive).

C-10 Adopt Resolution Approving Appropriation for Harney Lane Grade Separation Right-of-Way Acquisition (\$239,100) (PW)

Adopted Resolution No. 2015-05 approving an appropriation for the Harney Lane Grade Separation right-of-way acquisition in the amount of \$239,100.

C-11 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

Received an update on the emergency condition at the White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

C-12 Adopt Resolution Approving Bylaw Changes for the Greater Lodi Area Youth Commission (CLK)

Adopted Resolution No. 2015-06 approving the bylaw changes for the Greater Lodi Area Youth Commission.

C-13 Receive Biennial Report Regarding AB1234 Mandatory Ethics Training (CLK)

Received the biennial report regarding AB1234 mandatory ethics training.

C-14 Receive Report Regarding Boards, Committees, and Commissions (CLK)

Received a report regarding the boards, committees, and commissions.

C-15 Adopt Resolution Selecting Grape Bowl Improvements Phase 4 as Project Nomination for San Joaquin Council of Governments' One Voice Trip (PW)

Adopted Resolution No. 2015-07 selecting the Grape Bowl Improvements Phase 4 as the project nomination for the San Joaquin Council of Governments' One Voice trip.

D. Comments by the Public on Non-Agenda Items

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

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

Wendy Conte presented a letter and petition signed by 62 downtown merchants regarding lack of police presence, increase in vagrants and homeless individuals, drug activity in the alleys, increase in trash, and lack of maintenance and lighting in downtown Lodi. Ms. Conte urged everyone, including business owners, employees, residents, Council, and press, to all work together toward finding a viable solution for dealing with these growing concerns. She further suggested that research be done to see how other destination communities are handling these problems and to see if Lodi could implement similar practices. The submitted materials included suggestions to consider for alley maintenance, the Elm Street storage units, and vacant buildings. Ms. Conte requested that the interested downtown business owners be regularly informed of progress, actions, and discussions, and she further submitted a letter on behalf of herself as a citizen living in the downtown area regarding the deplorable conditions.

Each of the Council Members commended Ms. Conte and the business owners for their collaborative effort and sensible approach to working toward a common solution and also provided individual comments: 1) Mayor Pro Tempore Chandler questioned if security cameras could be deployed to track vagrant activities; 2) Council Member Kuehne stated that he has heard an overwhelming majority of people express a desire to return the tree lights; 3) Council Member Mounce stated that Council asked the City Manager and Police Chief to put together an action plan, which will be forthcoming in the near future; 4) Council Member Nakanishi also stated that there will be a Shirtsleeve Session soon to discuss this topic; suggested staff research other communities and ordinances that could be implemented; and stated that the City could likely address the code enforcement issue and police presence, however, funding is a concern.

David Claxton, owner of French at Heart, stated he understood the City had funding for additional police officers and suggested Council do what it can to get those positions filled and potentially fund an officer on an interim basis to provide downtown policing. Mr. Claxton further requested that Council put this item formally on a future agenda so it can take action.

Judy Hendeby requested enhanced security near the Catholic church on West Walnut Street, particularly at night. With the street being closed off, a greater number of people are congregating and sleeping there. She further expressed support for the tree lighting in the downtown area.

Colleen Brown, owner of Beauty of the Beast pet salon, suggested the City also look into the drug users who live in the housing above the businesses. They have code enforcement issues, such as air conditioners hanging by their cords and odors, and also accost and steal from people.

Alex Aliferis stated the homeless problem is getting worse, many are drug users, and he is discovering that many are coming to Lodi from other communities. He believed that research needs to be done to see from where these people are coming, what their issues are, and if the local churches and non-profits can get more involved.

Police Chief Mark Helms stated the Lodi Police Department is aware of and concerned about the situation downtown and introduced Lieutenant Shad Canestrino who is the district commander for the downtown area. He assured the public that the Department is working to mitigate the affect of the staffing losses downtown, adding that officers are sent to the area for a few hours at a time as well as for large events because of the changes in the demographics in that area. Chief Helms stated that there will be a study session soon to discuss this problem and strongly cautioned that no one give the homeless money or feed them because that only promotes the problem. Currently, the City does not have cameras in the downtown area, with the exception of the parking garage, and suggested there needs to be a public/private partnership where all parties pitch in to help on security. Chief Helms pointed to Proposition 47, regarding reduced criminal penalties, and prison realignment as contributing factors to the increase in this problem.

City Manager Schwabauer responded to an earlier comment regarding police officer funding, stating that the City currently has vacant but funded positions in the Police Department and the Chief is diligently trying to fill those vacancies, but without much luck.

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

Council Member Kuehne reported on his recent training opportunities and meetings, including the League of California Cities New Mayors and Council Members Academy in Sacramento, the Northern California Power Agency 101 session in Sacramento, and San Joaquin Council of Governments board meeting in Stockton.

Council Member Nakanishi was pleased to report that former San Joaquin County Supervisor Ken Vogel informed him that funding has been committed for the Veterans clinic in French Camp.

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

None.

G. Public Hearings - None

H. Communications - None

I. Regular Calendar

I-1 Adopt Resolution Adding One Senior Police Administrative Clerk and Deleting One Police Records Clerk II Within the Police Department (CM)

Human Resources Manager Adele Post provided a presentation regarding the request to add one Senior Police Administrative Clerk and delete one Police Records Clerk II within the Police Department, stating that the position would be assigned in the Records Division and would be providing journey level work. The difference in salary is 6.6 percent, and the additional cost to fund the lead position is \$2,700 annually.

Council Member Mounce made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-08 adding one Senior Police Administrative Clerk and deleting one Police Records Clerk II within the Police Department.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- I-2 Adopt Resolution Approving the Classification and Salary Range of Public Works Management Analyst and Approving the Reclassification of One Management Analyst to Public Works Management Analyst and Approve an Increase to the Salary Range of Supervising Budget Analyst (CM)

Human Resources Manager Adele Post provided a presentation regarding the classification and salary range of Public Works Management Analyst, reclassification of one Management Analyst to Public Works Management Analyst, and the increase to the salary range of Supervising Budget Analyst. Based upon the salary study, it was concluded that the Management Analyst in Public Works was performing functions at a higher level than what is described in the job description and, therefore, a classification and salary adjustment was recommended. The new salary for the Public Works Management Analyst would cause compaction with the Supervising Budget Analyst position, which is within this same series, and it was recommended that the salary for this position be increased to allow for a 7 percent differential between the two classifications.

Council Member Kuehne made a motion, second by Mayor Pro Tempore Chandler, to adopt Resolution No. 2015-09 approving the classification and salary range of Public Works Management Analyst, approving the reclassification of one Management Analyst to Public Works Management Analyst, and approving an increase to the salary range of Supervising Budget Analyst.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- J. Ordinances - None

- K. Adjournment

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

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Sidewalk Paver Maintenance and Appropriating Funds (\$50,000)

MEETING DATE: February 18, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids; adopt resolution authorizing City Manager to award bid and execute contract for Downtown Sidewalk Paver Maintenance and appropriating funds in the amount of \$50,000.

BACKGROUND INFORMATION: In 1998, the City’s Central City Revitalization Improvement Project installed brick pavers on School Street from Lodi Avenue to Locust Street. The pavers were installed in the street and in the middle of the sidewalk (with concrete bands on both sides). Over the years, there have been a number of locations where the pavers have sunken and/or the adjacent concrete has been lifted up. The uneven pavers at these locations create potential tripping hazards all along the corridor.

Public Works staff performed a survey of the pavers in January 2015 to identify the uneven locations. The survey found there are approximately 100 separate locations totaling approximately 1,900 square feet of pavers needing adjustment. This project will remove the existing pavers, re-compact the base below the pavers, and then re-install the pavers at those locations.

The specifications are on file in the Public Works Department. The planned bid opening date is March 11, 2015. The total project estimate is \$50,000.

FISCAL IMPACT: This contract will minimize the tripping hazards in downtown and the potential liability associated with it.

FUNDING AVAILABLE: Recommended Appropriation: General Liability Fund (66025000).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/smh
cc: Deputy Public Works Director

APPROVED: _____
Stephen Schwabauer, City Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 2/11/2014
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	431	43100000	50001	Operating Transfers In	\$ 50,000.00
	660		32205	Fund Balance	\$ 50,000.00
B. USE OF FINANCING	660	66025000	76220	Operating Transfers out	\$ 50,000.00
	431	43199000	77020	Downtown Pavers	\$ 50,000.00

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.

Downtown Sidewalk Paver Maintenance

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

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

Department Head Signature: Wally Sandels

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. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR DOWNTOWN SIDEWALK PAVER MAINTENANCE AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids will be received and publicly opened on March 11, 2015, at 11:00 a.m., for Downtown Sidewalk Paver Maintenance, described in the specifications therefore approved by the City Council on February 18, 2015; and

WHEREAS, said bids will be checked and tabulated and a report thereof filed with the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award the contract for Downtown Paver Maintenance to the lowest responsive bidder; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract with the lowest responsive bidder for Downtown Sidewalk Paver Maintenance; and

BE IT FURTHER RESOLVED that funds in an amount not to exceed \$50,000 be appropriated for Downtown Sidewalk Paver Maintenance.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Concrete Cleaning

MEETING DATE: February 18, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids; adopt resolution authorizing City Manager to award bid and execute contract for Downtown Concrete Cleaning.

BACKGROUND INFORMATION: In 1998, the City's Central City Revitalization Improvement Project installed yellow colored concrete on School Street from Lodi Avenue to Locust Street. As part of the maintenance, the colored concrete should be cleaned periodically. The last time the sidewalk was professionally cleaned was in 2002.

This project will remove debris and pressure wash the yellow concrete bands, and spot clean the paver areas along School Street between Lodi Avenue and Locust Street. The work must also include wash water containment and disposal in order to comply with State storm water requirements. It is intended to complete this work prior to the Amgen Bike Race scheduled for May 11, 2015.

The specifications are on file in the Public Works Department. The planned bid opening date is March 11, 2015. The total project estimate is \$15,000.

FISCAL IMPACT: This project will have a minimal long-term fiscal impact.

FUNDING AVAILABLE: Funding will be identified at the time of project award.

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/smh
cc: Deputy Public Works Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CONTRACT FOR DOWNTOWN CONCRETE CLEANING

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids will be received and publicly opened on March 11, 2015, at 11:00 a.m., for Downtown Concrete Cleaning, described in the specifications therefore approved by the City Council on February 18, 2015; and

WHEREAS, said bids will be checked and tabulated and a report thereof filed with the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award the contract for Downtown Concrete Cleaning to the lowest responsive bidder; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract with the lowest responsive bidder for Downtown Concrete Cleaning.

Dated: February 18, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Purchase of Concrete Street Light Standards from Northern California Sales Company of Auburn (\$41,228)

MEETING DATE: February 18, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of concrete street light standards from Northern California Sales Company of Auburn in an amount not to exceed \$41,228.

BACKGROUND INFORMATION: There are several old concrete street light standards throughout the City that have deteriorated beyond repair due to age and need to be replaced. The original concrete street light standards were manufactured locally using a City-owned mold. Approximately 15 years ago the mold was deemed unusable and the City contracted with Traditional Concrete of Milwaukee, Wisconsin to manufacture a new mold for a similar concrete standard. Northern California Sales (NCS) Company of Auburn is the only authorized dealer of these concrete street light standards in the Western United States.

Per Lodi Municipal Code 3.20.070 Bidding, "Bidding shall be dispensed...(3) when the commodity can be obtained from only one vendor, due to (a) product standardization by resolution of the city council." Resolution No. 2001-82 was adopted on April 4, 2001 approving the purchase of "Lodi Replica" street light standards from the sole supplier, NCS Company of Auburn, representing Traditional Concrete, of Milwaukee, Wisconsin.

Electric Utility staff recommends the purchase of 24 concrete street light standards in an amount not to exceed \$41,228.

FISCAL IMPACT: Procurement cost is \$41,228.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 500.13496.

Jordan Ayers
Deputy City Manager/ Internal Service Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules Marchesseault, Electric Utility Engineering and Operations Manager

EAK/JLM/lst

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE PURCHASE OF 24 CONCRETE STREET LIGHT STANDARDS FROM NORTHERN CALIFORNIA SALES COMPANY

WHEREAS, there are numerous concrete street light standards throughout the City that have deteriorated beyond repair due to age and are in need of replacement; and

WHEREAS, the original concrete street light standards were manufactured locally using a City-owned mold; and

WHEREAS, approximately 15 years ago, the mold was deemed unusable and the City contracted with Traditional Concrete, of Milwaukee, Wisconsin, to manufacture a new mold for a similar concrete standard; and

WHEREAS, Northern California Sales (NCS) Company is the only authorized dealer of these concrete street light standards in the Western United States; and

WHEREAS, per Lodi Municipal Code 3.20.070 Bidding, "Bidding shall be dispensed...(3) when the commodity can be obtained from only one vendor, due to (a) product standardization by resolution of the city council"; and

WHEREAS, Resolution No. 2001-82 was adopted on April 4, 2001, approving the purchase of "Lodi Replica" street light standards from the sole supplier, NCS Company, of Auburn, representing Traditional Concrete, of Milwaukee, Wisconsin; and

WHEREAS, Electric Utility staff recommends the purchase of 24 concrete street light standards, in an amount not to exceed \$41,228; and

WHEREAS, funding is included in FY 2014/15 Budget Account No. 500.13496.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of 24 concrete street light standards from Northern California Sales Company, of Auburn, California, in an amount not to exceed \$41,228.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2015-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Establishing Musco Corporation Sports Lighting as the Standard Equipment for City Parks for Future Purchases

MEETING DATE: February 18, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution establishing Musco Corporation sports Lighting as the standard equipment for City parks for future purchases.

BACKGROUND INFORMATION: Musco Corporation of Oskaloosa, Iowa, is the nation's leading manufacturer and installer of sports lighting, having provided illumination for events ranging from three Olympic Games to four Super Bowls. Musco, established in 1976, also provides sports lighting to public agencies throughout the United States.

All of Lodi's lighted sports fields have Musco lights, including the Grape Bowl, Kofu Park and Salas Park. Lights at the Grape Bowl and Kofu Park are scheduled to turn on and off via a web-accessible controller, reducing energy usage. The controllers are also connected to Musco's headquarters, allowing City staff to be notified in the event of a light failure or other electrical problem.

In an effort to simplify sports field lighting projects, the Parks, Recreation and Cultural Services Department seeks to standardize all sports field lighting to require Musco Corporation equipment. After installation, the standard provides for improved continuity of maintenance supplies and procedures. Additionally, all future lighting designs will be based on Musco equipment. The quality of this equipment is outstanding and the customer service has been excellent.

Musco's lights come with a 25-year warranty that includes maintenance and relamping of new fixtures after five years. Establishing Musco as the sole source provider of sports lighting guarantees proper matching of lighting fixtures with poles and electrical supply, factory-aimed lamps that reduce light spillage into adjoining neighborhoods, and proper installation.

For previous projects, the City Council has waived the bidding requirement for sports lighting because contracting with Musco was in the best interests of the City. For these various reasons, staff requests the City Council establish Musco's sports lighting as the standard equipment for City parks. Establishing Musco sports lighting as the standard for parks will benefit the City by allowing PRCS to move forward with plans to replace aging lighting in phases with the same or like equipment, rather than going to bid and being required to accept a mix of base, pole, lamps

APPROVED: _____
Stephen Schwabauer, City Manager

February 18, 2015

Page 2

and controllers within a single park. PRCS does not have the financial reserves to embark upon whole-park lighting projects that would be more conducive to bidding. Similarly, Maxicom/Rainbird was established as standard equipment for parks irrigation approximately 20 years ago to simplify construction, maintenance and repair of systems; and water meters were standardized when the City embarked upon its multi-year installation project.

Installation of sports lights will continue to be subject to bidding.

Many California agencies have established Musco Corporation as their sole source for park lighting, including Folsom, San Luis Obispo, Madera, Pasadena, Escondido, Costa Mesa, San Clemente, Pico Rivera, Orange and Rosemead.

FISCAL IMPACT: Establishing Musco Corporation sports lighting as the standard for City parks will reduce staff time needed to address sports lighting, in addition to reduced maintenance and repair costs.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers, Deputy City Manager/Internal Services Director

JEFF HOOD
Parks, Recreation and Cultural Services Director

JMR:tl

cc: City Attorney

RESOLUTION NO. 2015-_____

ADOPT RESOLUTION ESTABLISHING MUSCO CORPORATION SPORTS LIGHTING AS THE STANDARD PRODUCT FOR CITY PARKS FOR FUTURE PURCHASES

WHEREAS, all of the City of Lodi's lighted sports areas – Salas Park, the Grape Bowl, Kofu Park, the Kofu Skate Park, the Softball Complex and Chapman Field – use Musco Corporation lighting; and

WHEREAS, Musco is recognized as the nation's leading provider of sports field lighting; and

WHEREAS, Musco has provided turnkey solutions to the Parks Division for many years, providing excellent construction, maintenance, support and customer service; and

WHEREAS, Musco monitors Lodi's sports light performance remotely from its Iowa headquarters, alerting staff to problems; and

WHEREAS, Musco backs its products with a 25-year warranty and provides all maintenance during the warranty; and

WHEREAS, standardizing sports lighting in City parks increases efficiency in maintenance and repairs by having one supplier; and

WHEREAS, Lodi Municipal Code Section 3.20.070 – Bidding – authorizes the City Council to standardize specific supplies, services and equipment on resolution of the Council.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby establishes Musco Corporation sports lighting as the product standard for sports lighting in City parks for future purchases.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 18, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for City Hall Annex First Floor Phase 2 Interior Remodel Project to Diede Construction, Inc., of Woodbridge, (\$2,492,000) and Appropriating Funds (\$2,754,150)

MEETING DATE: February 18, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for City Hall Annex First Floor Phase 2 Interior Remodel Project to Diede Construction, Inc., of Woodbridge, in the amount of \$2,492,000 and appropriating funds in the amount of \$2,754,150.

BACKGROUND INFORMATION: The Phase 2 project will include offices for the Recreation and Fire Administration divisions, public lobbies, public counters, ADA access, ADA staff bathroom facilities, lighting, communications, space conditioning and associated staff support areas. There are currently 27 staff members in the two divisions. The area is approximately 6,000 square feet. The project also includes several items to improve services to the entire building, as well as the Civic Center complex. These are a new emergency generator, installation of new main electrical switchgear, relocating the data server and telephone rooms from the basement to the first floor, future relocation of the radio room to the first floor, and installation of a new chiller unit to serve the City Hall Annex, Finance, Fire Station 1 (first floor), Carnegie Forum and City Hall. A drawing of the project floor plan is attached for reference as Exhibit A.

Plans and specifications for this project were approved on November 6, 2013. The City received the following 10 bids for this project on January 20, 2015. Diede Construction, Inc. has signed the required Local Hire forms and will conform to the requirements.

Bidder	Location	Base Bid
Engineer's Estimate		\$2,363,000
Diede Construction, Inc.	Woodbridge	\$2,492,000
SW Allen Construction, Inc.	Sacramento	\$2,505,396
American River Construction, Inc.	El Dorado	\$2,519,000
PNP Construction	Auburn	\$2,549,474
Sierra Valley Construction	Loomis	\$2,598,000
Bobo Construction, Inc.	Elk Grove	\$2,652,000
Barker & Assoc/Star Construction	Sacramento	\$2,668,000
F&H Construction	Lodi	\$2,799,000
Arbor Building Group	Lafayette	\$2,850,000
D.G. Granade	Shingle Springs	\$2,936,000

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The project will eliminate ongoing maintenance costs associated with the outdated chiller and electrical systems serving the City Hall Annex and other Civic Center buildings.

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

Details for each funding source are listed below. An appropriation adjustment form is attached.

<u>Source</u>	<u>Amount</u>
General Fund Capital Outlay	\$85,936
CDBG	\$57,200
Public Benefits Fund	\$881,880
Water Fund	\$576,378
Wastewater Fund	\$576,378
Electric Utility Fund	\$576,378
Total	\$2,754,150

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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

Exhibit A



WMB ARCHITECTS

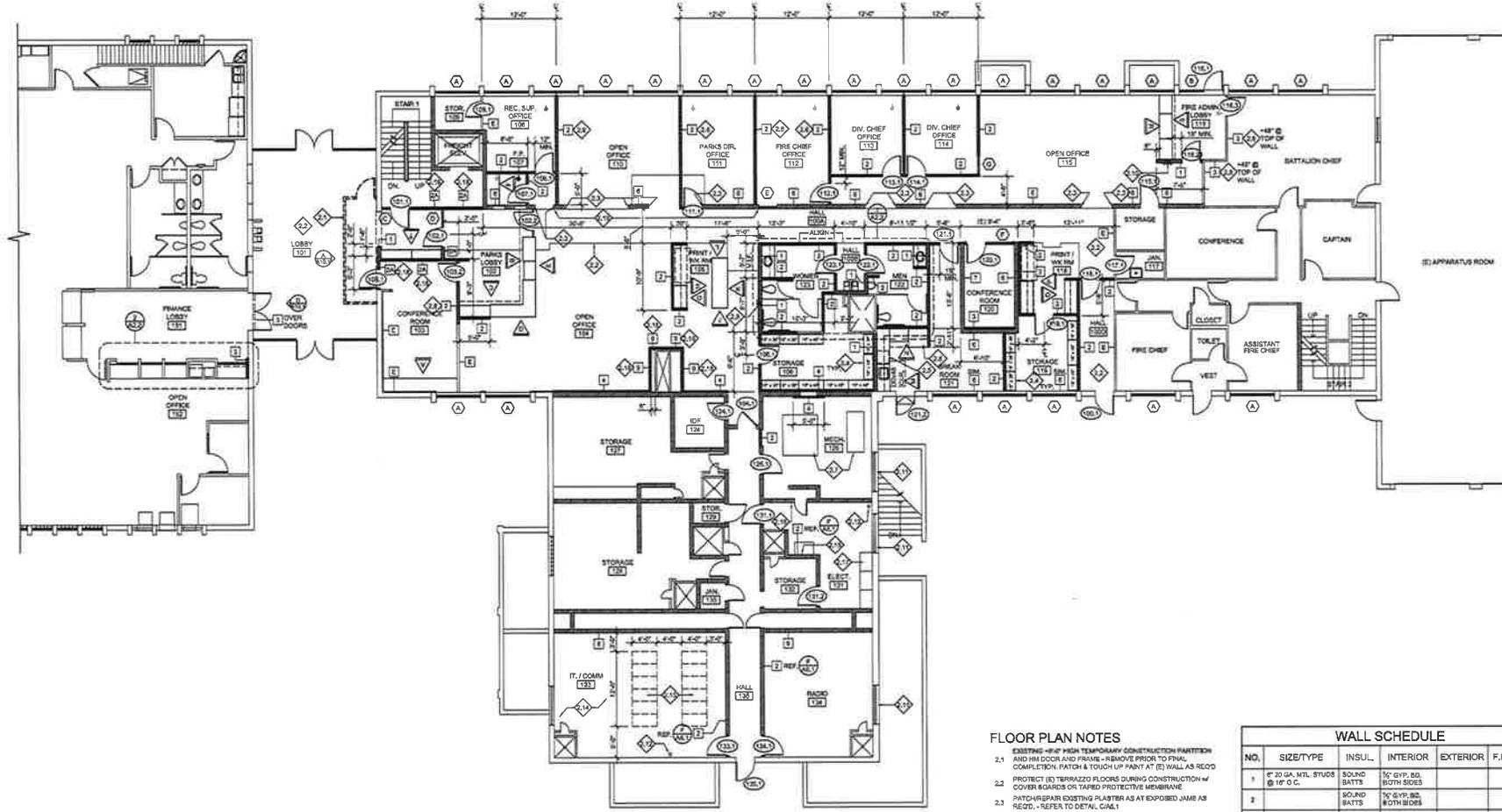
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209.944.5711 F
www.wmbarchitects.com

Larry Wrenell
Tim Matzela
Tom Bowe
Doug Davie
Melanie Vieux
Principal Architects

CITY HALL ANNEX 1ST FLOOR PHASE II INTERIOR REMODEL

210 W. Clin Street
Lodi, Ca

FLOOR PLAN



FLOOR PLAN - 1ST FLOOR

SCALE: 1/8" = 1'-0"

FLOOR PLAN LEGEND:

- EXISTING FRAMED WALL
- EXISTING CONCRETE BLOCK WALL
- NEW FRAMED WALL - REFER TO WALL SCHEDULE

FLOOR PLAN NOTES

- 2.1 EXISTING 4" HP WITH TEMPORARY CONSTRUCTION PARTITION AND HM DOOR AND FRAME - REMOVE PRIOR TO FINAL COMPLETION. PATCH & TOUCH UP PAINT AT (E) WALL AS REQ'D. PROTECT (E) TERRAZZO FLOOR DURING CONSTRUCTION w/ COVER BOARDS OR TAPED PROTECTIVE MEMBRANE.
- 2.2 PATCH/REPAIR EXISTING PLASTER AS AT EXPOSED JAMB AS REQ'D. - REFER TO DETAIL C161.
- 2.3 FREE STANDING STORAGE SHELVING - REFER TO SPECIFICATIONS - FIELD VERIFY DIMENSIONS OF SPACES PRIOR TO ORDERING SHELVES.
- 2.4 NON-COMMERCIAL REFRIGERATOR - REFER TO SPECIFICATIONS.
- 2.5 NEW MECHANICAL EQUIPMENT - PROVIDE 6" CONCRETE HOUSE KEEPING PAD - REFER TO MECHANICAL DRAWINGS.
- 2.6 EXTEND WALL FRAMING TO UNDERSIDE OF DECK ABOVE w/ 1/2" GYP. BD. ON ONE SIDE AND SOUND BATTS - REFER TO DETAIL D161.
- 2.7 NEW SEMI RECESSED FIRE EXTINGUISHER CABINET AND NEW FIRE EXTINGUISHER.
- 2.8 INSTALL (E) SEMI-RECESSED FIRE EXTINGUISHER CABINET AND NEW FIRE EXTINGUISHER.
- 2.9 NEW LEVER - REFER TO MECHANICAL DRAWINGS & DETAIL W161.
- 2.10 NEW FIRE EXTINGUISHER w/ WALL MOUNT.
- 2.11 RACKS PROVIDED BY OWNER. INSTALLED BY CONTRACTOR - VERIFY LAYOUT WITH THE CITY PRIOR INSTALLATION.
- 2.12 FIRE SUPPRESSION SYSTEM - REFER TO SPECIFICATIONS. UTILIZE EXISTING SHOWER AREA FOR TANK STORAGE.
- 2.13 COORDINATE NEW WALL FRAMING w/ EXISTING PIPING - SEAL AROUND PIPE PENETRATIONS.
- 2.14 PATCH & REPAIR HOLES IN EXISTING MASONRY WALL.
- 2.15 ELECTRICAL SERVICE PANELS - REFER TO ELECTRICAL DRAWINGS.
- 2.16 RATED WALL SHALL BE CONSTRUCTED FULL HEIGHT TO UNDERSIDE OF METAL DECK - BLOCK W/ AND AROUND EXISTING OPEN WEB JOIST & FLUTED DECK, CUT IN GYP. BD. & TAPE.
- 2.17 EXISTING PLASTER FINISH TERMINATES @ +8'-0" A.F.F. - EXTEND PLASTER FINISH TO +8'-4" A.F.F.

WALL SCHEDULE

NO.	SIZE/TYPE	INSUL.	INTERIOR	EXTERIOR	F.R.	U.L.
1	6" 20 GA. MTL STUDS @ 16" O.C.		1/2" GYP. BD. BOTH SIDES			
2	SOUND BATT		1/2" GYP. BD. BOTH SIDES			
2A	SOUND BATT		1/2" TYPE 'X' GYP. BD. BOTH SIDES		1 HR.	U485
3	3 1/2" 20 GA. MTL STUDS @ 16" O.C.		1/2" GYP. BD. ON EXPOSED SIDE			
4	1 1/2" 20 GA. MTL FURRING @ 16" O.C.		1/2" GYP. BD. ON EXPOSED SIDE			
5	(E) MTL. STUDS	SOUND BATT	1/2" GYP. BD. BOTH SIDES			
6	(E) CONCRETE BLOCK WALL		1/2" GYP. BD. (TAGGED SIDE)			
7	(E) CONCRETE BLOCK WALL		1/2" GYP. BD. BOTH SIDES			
8	(E) CONCRETE BLOCK WALL		1/4" TAG PLYWOOD			
9	4" 20 GA. ST. MTL STUDS @ 16" O.C.		5/8" TYPE 'X' GYP. BD.	1" TYPE 'X' GYP. BD. SHIRT LINER	1 HR.	U486
10	(E) MTL. STUDS		(E) WALL FINISH			

- NOTES:
 1. U.O.A. WALLS SHALL TERMINATE 12" ABOVE THE FINISHED CEILING AND BRACED TO FLOOR DECK ABOVE - REFER TO DETAIL A23A.1
 2. 6" WATER RESISTANT GYPSUM SOUND, REQUIRED AT PLUMBING FIXTURES AND BEHIND TILED WALLS.



08.15.13 PERMIT APPL.

PUBLISH HISTORY

△ DATE REVISION SET

WMB PROJECT:
12-62

**CITY HALL ANNEX 1ST FLOOR
PHASE 2 INTERIOR REMODEL**
CITY OF LODI, CALIFORNIA

Contract

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

W I T N E S S E T H:

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

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

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- Addenda

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

**CITY HALL ANNEX 1ST FLOOR
PHASE 2 INTERIOR REMODEL**

Contract

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

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Total Price</u>
City Hall Annex 1 st Floor			
Phase 2 Interior Remodel Project		(Lump Sum)	<u>\$ 2,492,000.00</u>

Total Contract Amount: TWO MILLION, FOUR HUNDRED NINETY TWO THOUSAND, AND 00/100.

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within **180 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of **\$2,500.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

ARTICLE IX - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Note: SB 854 requires that the awarding agency include the above language in bid invitations and contracts for all projects being awarded on or after January 1, 2015. The contractor is responsible for reviewing SB 854 prior to submitting a bid to ensure compliance.

**CITY HALL ANNEX 1ST FLOOR
PHASE 2 INTERIOR REMODEL**

Contract

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

CONTRACTOR: CITY OF LODI, a municipal corporation
DIEDE CONSTRUCTION, INC.

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR THE CITY HALL ANNEX FIRST FLOOR PHASE 2 INTERIOR REMODEL PROJECT AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on January 22, 2015, at 11:00 a.m., for the City Hall Annex First Floor Phase 2 Interior Remodel Project, described in the plans and specifications therefore approved by the City Council on November 6, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Diède Construction, Inc.	\$2,492,000
SW Allen Construction, Inc.	\$2,505,396
American River Construction, Inc.	\$2,519,000
PNP Construction	\$2,549,474
Sierra Valley Construction	\$2,598,000
Bobo Construction, Inc.	\$2,652,000
Barker & Assoc/Star Construction	\$2,668,000
F&H Construction	\$2,799,000
Arbor Building Group	\$2,850,000
D.G. Granada	\$2,936,000

WHEREAS, staff recommends awarding the contract to the low bidder, Diède Construction, Inc., in the amount of \$2,492,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the City Hall Annex First Floor Phase 2 Interior Remodel Project to the low bidder, Diède Construction, Inc., of Woodbridge, California, in the amount of \$2,492,000; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$2,754,150 be appropriated for this project.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

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

JENNIFER M. FERRAILO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Watershed Sanitary Survey with HDR Engineering, Inc., of Folsom (\$30,500)

MEETING DATE: February 18, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for Watershed Sanitary Survey with HDR Engineering, Inc., of Folsom, in the amount of \$30,500.

BACKGROUND INFORMATION: The California Code of Regulations, Title 22, Chapter 17, establishes the Surface Water Treatment Rule, which requires that surface water suppliers conduct a watershed sanitary survey of their watershed(s) at least once every five years. The main objective of the watershed sanitary survey is to assess the microbial contaminant loads and other potential contaminants. Conducting sanitary surveys on a regular basis plays a fundamental role in providing reliable and safe drinking water to the public.

The City of Lodi is required by the State Water Resources Control Board to develop a watershed sanitary survey for the Surface Water Treatment Facility, which treats surface water received from the Mokelumne River. The 2015 watershed sanitary survey update will use as a basis the information included in the 2010 Watershed Sanitary Survey (2010 study) conducted by HDR. By using HDR to develop this year's survey, the cost is less than the original 2010 study.

FISCAL IMPACT: Funds for the watershed sanitary survey are budgeted in the Water Operations budget.

FUNDING AVAILABLE: Water Plant Operating Fund (56052005)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Andrew Richle, Water Plant Superintendent
FWS/ASR/smh
cc: Kathryn Garcia, Compliance Engineer

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HDR ENGINEERING, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

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

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on March 1, 2015 and terminates upon the completion of the Scope of Services or on October 1, 2015, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: HDR Engineering, Inc.
 2365 Iron Point Road, Suite 300
 Folsom, CA 95630

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

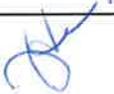
ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

HDR Engineering, Inc.

By: _____


By: _____
Name: Richard G. Stratton, P.E.
Title: Vice President

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

Funding Source: 56052005
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\WATER\SWTF Watershed Sanitary Survey\HDR PSA Watershed Sanitary Survey

CA:Rev.01.2015



January 15, 2015

Mr. Andrew Richle
Water Plant Superintendent
City of Lodi - Public Works Department
221 West Pine Street
Lodi, CA 95240

RE: HDR's Proposal for Watershed Sanitary Survey 2015

Dear Mr. Richle:

The California Code of Regulations (CCR), Title 22, Chapter 17, establishes the Surface Water Treatment Rule (SWTR), which requires that surface water suppliers conduct a watershed sanitary survey of their watershed(s) at least once every five years. The main objective of the watershed sanitary survey is to assess the microbial contaminant loads and other potential contaminants. Conducting sanitary surveys on a regular basis plays a fundamental role in providing reliable and safe drinking water to the public.

The City of Lodi (City) is interested in developing a watershed sanitary survey for the Surface Water Treatment Facility (SWTF), which treats surface water received from the Mokelumne River. The 2015 watershed sanitary survey update will use as a basis the information included in the 2010 Watershed Sanitary Survey (2010 study), and will include updated information on the following:

- **SWTF Operations** (current and future plans).
- **Lower Mokelumne Watershed Physical and Hydrogeological Description Summaries.** The updated descriptions will summarize significant changes in activities and possible sources of contamination that have occurred since the 2010 study in the Mokelumne River watershed upstream of the Woodbridge Irrigation District (WID) canal intake to the Camanche Reservoir. The updated descriptions will focus on activities and sources that could affect the quality of the SWTF source water.
- **Water Quality Monitoring Data.** HDR will include a summary of monitoring data since 2010 to assess the microbial contaminant loads and other potential contaminants at the SWTF intake. The degree of treatment required will be confirmed in terms of log removals of *Giardia* cysts, *Cryptosporidium* oocysts, and viruses. The data summary will be limited to January 1, 2010, through December 31, 2014.
- **Watershed Control and Management Practices.** HDR will review current watershed management practices. Additional management practices will be identified that are economically feasible and within the City's legal authority.

The updated watershed sanitary survey will consider methods to comply with Section 64665 Watershed Requirements of the CCR Title 22 SWTR. In addition, the update will be conducted with reference and adherence to the Environmental Protection Agency (EPA) *Guidance Manual for Conducting Sanitary Surveys of Public Water Systems* (2009).

Our proposed scope of work, schedule, and budget to provide the City with a 2015 watershed sanitary survey is provided in the paragraphs that follow.

Scope of Work

Task 1 – Kick-off Meeting and Background Data Review

HDR will attend one kick-off meeting via conference call with City staff to discuss the overall plan for the 2015 watershed sanitary survey and coordinate data collection with the City. HDR will collect readily available information, including water quality data, for the:

- SWTF operations (current and future plans).
- Lower Mokelumne River Watershed (from Camanche Reservoir to the WID intake).
- WID Intake at Lodi Lake.

HDR will focus on data collected since completion of the 2010 study and will review the following available information:

- 2010 watershed assessment
- State Water Resources Control Board's information on NPDES permits for dischargers within these watersheds.
- Sewer septic information.

This task includes review of information compiled by HDR for the City of Lodi Surface Water Treatment Facility and Transmission Project Final Design and recent water quality observations. Background information may include precipitation records, water quality data, land ownership and use, land use planning, existing agreements regarding watershed use, and the location of sources of contamination.

HDR will also review updated sanitary surveys developed for watersheds upstream, overlapping, or adjacent to the Mokelumne River, which is the primary water supply source for the Lodi SWTF raw water intake. The City's raw water intake draws surface water from Lodi Lake. HDR will also provide updated summaries for the following watershed sanitary surveys prepared by other water agencies:

- Mokelumne Watershed Sanitary Survey Update, as prepared by East Bay Municipal Utility District.
- Other sanitary surveys if deemed appropriate.

Task 2 - Identification of Potential Contaminant Sources

The SWTF watershed sanitary survey will update information from the 2010 study related to natural and man-made activities on the watershed that have the potential to influence water quality at present or in the future. Naturally-occurring activities may include erosion, wild animals, and wildfires.

For the Lodi Lake and Lower Mokelumne Watershed, man-made activities to be reviewed and identified include wastewater collection systems, wastewater and reclaimed water discharges, septic tanks, grazing animals, recreational activities (fishing, swimming, hiking, and camping), agricultural drainage, urban runoff, mining, and other activities identified and observed in the 2010 study. The update will focus on improvements or modifications made since 2010 that have the potential to impact water quality.

The sanitary survey update will consider the documented field observations made during the construction of the City of Lodi SWTF, including observations on botanical, wildlife, and recreation activities. A one-day field visit with two HDR staff for observation of the watershed and verification and identification of potential contamination sources is included in this proposal.

Task 3 - Water Quality Summary and Review

For the water quality discussion, HDR will include the following information:

- State and federal drinking water regulation updates since 2010.
- SWTF operations updates, including sedimentation, membrane filtration and disinfection processes, and recent or proposed treatment changes (e.g., chemical additions) that may impact the plant's ability to meet future drinking water regulations.
- Water quality monitoring data from existing and recent source water monitoring records for inorganic, organic, microbiological parameters (including total and fecal coliform, turbidity, and *Giardia*, *Cryptosporidium*, and viruses), algae, and invasive species (including quagga and zebra mussels). HDR will review the City's water quality data and graphs to identify trends where they exist. The correlation between microbial loading and turbidity will also be evaluated.

Task 4 - Watershed Management Control Program Definition

HDR will review the City's current management practices in the Lower Mokelumne Watershed. HDR will compare these practices to the management practices recommended in the 2010 watershed assessment. Management practices that will be considered include routine water quality monitoring and field surveying, land use, erosion control, inspection and surveillance, emergency response, and public education. From these tasks, HDR will make recommendations that are within the City's authority to mitigate the impact of different activities on the watershed.

Task 5 - Report Preparation

HDR will prepare and submit a draft watershed sanitary survey update for the City and Division of Drinking Water (DDW) staff to review. The report will analyze existing conditions within the

watersheds, expected developments, methods by which the watersheds are managed, and confirm degrees of treatment required. Comments from the City's and DDW's review of the draft report will be incorporated into the final watershed sanitary survey update.

Assumptions: *HDR has compiled much of the information and data required to update the sanitary survey through work on the previous 2010 study in addition to observations made during construction of the Lodi SWTF project. Therefore, only minimum field time (for additional observation) of one day is included in this proposal.*

The City will compile and provide all recent water quality data (since January 2010) to be reviewed for this update, including data collected from WID intake along with additional water quality sampling data from the Lower Mokelumne watershed.

The City will obtain and provide to HDR the most recent Mokelumne Watershed Sanitary Survey Update, as prepared by East Bay Municipal Utility District.

The City will coordinate the review of the draft report with the City's designated DDW regional office.

Deliverables: *Five copies (color and wire bound) of the draft report will be submitted for review by the City and DDW staff, and five copies (color and wire bound) along with electronic files (PDF and Microsoft Word/Excel) of the final report.*

Task 6 - Review Meeting

Following the City's review of the draft report, a meeting will be conducted between the City and HDR to receive comments. These comments will be incorporated into the final watershed sanitary survey update. It is assumed the meeting will be held via conference call.

Deliverables: *Meeting agenda and minutes.*

Task 7 – Project Management

This task includes the management activities needed for on-time and on-budget project completion, and to address the City's concerns. HDR will prepare invoices, progress reports, and decision log updates on a monthly basis. The monthly progress reports will summarize budget and schedule status in measurable terms. Other activities include scheduling of staff and coordinating the quality assurance effort.

Deliverables: *Monthly progress reports, invoices, project guide, and decision log.*

Schedule

HDR will complete the Draft Report described above by May 2015, assuming receipt of a notice to proceed by January 31, 2015. Assuming a one-month review period by the DDW, HDR will complete the Final Watershed Sanitary Survey by July 2015.

Mr. Andrew Richle
January 15, 2015
Page 5

Compensation

Table 1 shows the estimated work effort and cost to perform the scope of work described above.

We look forward to assisting the City on this effort. Please contact Rich Stratton at (916) 817-4819 or Rich.Stratton@hdrinc.com if you have any questions.

Sincerely,
HDR Engineering, Inc.



Holly L.L. Kennedy, P.E.
Vice President



Richard G. Stratton, P.E.
Vice President

KP:pk/14268

Table 1 - Estimated Work Effort and Cost

City of Lodi

Watershed Sanitary Survey 2015

Task	QA/QC (Stratton)	Project Manager (Pappas)	Project Engineer (Green)	Drafting/ Graphics	Controller (Wilson)	Admin/ Clerical	Total Hours	Total Cost
Labor								
1 Kick-off Meeting and Background Data Review		8	20		2		30	\$4,600
2 Identification of Potential Contaminant Sources		2	10				12	\$1,800
3 Water Quality Summary and Review	2	4	12				18	\$2,900
4 Watershed Management Control Program Definition		4	12				16	\$2,500
5 Report Preparation	6	8	40	16		16	86	\$12,500
6 Review Meeting		4	6				10	\$1,600
7 Project Management		8			5	8	21	\$2,900
Subtotal Labor	8	38	100	16	7	24	193	\$28,800
Expenses								
Technology Charge								\$800
Travel (Meetings, Field Visits)								\$300
Reprographics, Mail, Miscellaneous								\$600
Subtotal Expenses								\$1,700
TOTAL COST								\$30,500



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

1. **COMPREHENSIVE GENERAL LIABILITY**
 \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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

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

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

Insurance Requirements for Contractor (continued)

- (c) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) **Continuity of Coverage**
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (g) **Failure to Comply**
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

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

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., OF FOLSOM, FOR WATERSHED SANITARY SURVEY

WHEREAS, California Code of Regulations, Title 22, Chapter 17, establishes the Surface Water Treatment Rule, which requires that surface water suppliers conduct a watershed sanitary survey of their watershed(s) at least once every five years; and

WHEREAS, the City of Lodi is required by the State Water Resources Control Board to develop a watershed sanitary survey for the Surface Water Treatment Facility, which treats surface water received from the Mokelumne River; and

WHEREAS, the 2015 watershed sanitary survey update will use as a basis the information included in the 2010 Watershed Sanitary Survey conducted by HDR; and by using HDR to develop this year's survey, the cost is less than the original 2010 study.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the Watershed Sanitary Survey with HDR Engineering, Inc., of Folsom, California, in the amount of \$30,500.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Extend Contract for Directional Boring, Excavation and Conduit Installation with Westech Industries, Inc., of Galt for One Year (\$500,000)

MEETING DATE: February 18, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the contract for directional boring, excavation and conduit installation with Westech Industries, Inc. of Galt, for one year, in an amount not to exceed \$500,000.

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

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

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

The original contract for this work was awarded to Westech, Inc. on February 5, 2014 with an option to extend for three additional one-year terms. Westech has performed satisfactory during this time and therefore, staff recommends approval of the contract extension in order to maintain the current work schedule without disruption to critical maintenance projects.

Plans and specification for this contract were approved on December 18, 2013 and are on file at the Electric Utility Department, located at 1331 South Ham Lane.

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

FUNDING AVAILABLE: Included in FY2014/15 EU Capital Account 50199000.77020 and is also included in the Ten-year EU Financial Model.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Charles J. Berry, Electric Utility Superintendent
EAK/CJB/lst

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

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

UNIT PRICE ITEMS

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF LODI

Westech Industries, Inc.

By: _____
Stephen Schwabauer
City Manager

By: _____

Date: _____

Attest:

Title

Jennifer Ferraiolo
City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich, City Attorney 

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR EXTENSION TO THE CONTRACT FOR DIRECTIONAL BORING, EXCAVATION AND CONDUIT INSTALLATION WITH WESTECH INDUSTRIES, INC.

WHEREAS, the Electric Utility (EU) maintains approximately 123 miles of overhead electric lines and 12 miles of underground cable to provide service to nearly 26,000 customers; and

WHEREAS, as the underground system ages, unforeseen and predictive failures are addressed by replacing and upgrading the underground cables increasing EU's reliable delivery of electric service; and

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

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

WHEREAS, the original contract for this work was awarded to Westech, Inc., on February 5, 2014, with an option to extend for three additional one-year terms; and

WHEREAS, Westech has performed satisfactorily during this time, and therefore, staff recommends approval of the contract extension in order to maintain the current work schedule without disruption to critical maintenance projects; and

WHEREAS, plans and specification for this contract were approved on December 18, 2013, and are on file at the Electric Utility Department, located at 1331 South Ham Lane; and

WHEREAS, funding is included in FY2014/15 EU Capital Account 50199000.77020 and is also included in the Ten-year EU Financial Model.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a one-year extension to the contract for directional boring, excavation, and conduit installation with Westech, Inc., of Galt, California, in an amount not to exceed \$500,000.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk

2015-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution of Intent to Vacate the 0 Block of East Vine Street Between Union Pacific Railroad and Sacramento Street, Refer to the Planning Commission, and Set a Public Hearing for April 15, 2015

MEETING DATE: February 18, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution of intent to vacate the 0 block of East Vine Street between Union Pacific Railroad and Sacramento Street, refer to the Planning Commission, and set a public hearing for April 15, 2015.

BACKGROUND INFORMATION: The proposed vacation is jointly requested by the property owner of Lodi Iron Works located at 860 South Sacramento Street (APN 045-250-06) and the property owner at 900 South Sacramento Street (APN 045-250-27). In accordance with the provisions of Section 8300 et seq. of the Streets and Highways Code, a legislative body of a local agency may initiate a proceeding to vacate public right-of-way upon request of an interested person(s). Both properties lie adjacent to the 0 block of East Vine Street between Sacramento Street and the Union Pacific Railroad (UPRR) right-of-way as shown in Exhibit A.

Both owners requested this portion of Vine Street be vacated in order to enhance business operations and to improve security in an effort to reduce frequent theft and vandalism. Additionally, the fence along the UPRR right-of-way is frequently vandalized allowing pedestrians to cross the tracks at this location. With the installation of an additional fence adjacent to Sacramento Street, pedestrian crossings of the tracks will be further impeded.

A public utility easement will be retained for water, sanitary, and industrial wastewater mains, valves, and manholes. City personnel will have full access for routine and emergency repairs, maintenance and inspections of public infrastructure. There will be no permanent storage or other above-ground structures or facilities allowed within the easement area. All agencies and departments have been notified of the intent to vacate, and all concerns have been met. Vacating this portion of Vine Street will have no impact on vehicular or pedestrian circulation on Stockton Street or the remainder of Vine Street.

An appraisal (based on the per-square-foot value of Walnut Street between Church Street and Pleasant Avenue recently vacated to St. Anne's Church) was used to determine the fair market value of the proposed vacation of \$13,438.71. Because the additional fencing will deter pedestrians from crossing the UPRR tracks at this location, the City is subtracting the fence installation cost of \$4,262.00 from the appraised value. From this point forward, the fence will be privately owned and maintained by the adjoining property owners. The amount to be paid to the City for the vacated street right-of-way is \$9,176.71 (\$13,438.71 - \$4,262.00).

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution of Intent to Vacate the 0 Block of East Vine Street Between Union Pacific Railroad and Sacramento Street, Refer to the Planning Commission, and Set a Public Hearing for
April 15, 2015
February 18, 2015
Page 2

Per Streets and Highways Code Section 8313, this action will be considered by the Planning Commission on March 11, 2015. Information regarding the Planning Commission action will be provided prior to the public hearing scheduled for April 15, 2015.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/CES/smh

Attachments

cc: Charlie Swimley, City Engineer / Deputy Public Works Director
Denise Wiman, Senior Eng. Technician

PROPOSED STREET ABANDONMENT

**0 BLOCK OF EAST VINE STREET
WEST OF UPRR PARCEL**



APPROXIMATE ABANDONMENT BOUNDARY



1 inch = 40 feet

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO VACATE A PORTION OF THE 0 BLOCK OF EAST VINE STREET BETWEEN UNION PACIFIC RAILROAD AND SACRAMENTO STREET, REFER TO THE PLANNING COMMISSION, AND SET A PUBLIC HEARING FOR APRIL 15, 2015

WHEREAS, the property owner of Lodi Iron Works located at 860 South Sacramento Street (APN 045-250-06) and the property owner at 900 South Sacramento Street (APN 045-250-27) jointly request vacation of the 0 block of East Vine Street between Union Pacific Railroad and Sacramento Street; and

WHEREAS, in accordance with Streets and Highways Code §8300 et seq., it is the desire of the City Council of the City of Lodi to vacate such street right-of-way; and

WHEREAS, per Streets and Highways Code, Section 8313, this action will be considered by the Planning Commission on March 11, 2015; and

WHEREAS, a public hearing will be conducted where all persons interested in or objecting to this proposed abandonment and vacation may appear before this City Council and be heard.

NOW, THEREFORE, BE IT RESOLVED that the City Council does declare intent to vacate the 0 block of East Vine Street between Union Pacific Railroad and Sacramento Street; and

BE IT FURTHER RESOLVED, per Streets and Highways Code, Section 8313, this action will be considered by the Planning Commission on March 11, 2015; and

BE IT FURTHER RESOLVED, by the Lodi City Council, that this City Council does hereby fix Wednesday, April 15, 2015, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where all persons interested in or objecting to this proposed abandonment and vacation may appear before this City Council and be heard.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Amended South Wastewater Trunk Line Impact Mitigation Fee Program Schedule of Fees

MEETING DATE: February 18, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving amended South Wastewater Trunk Line Impact Mitigation Fee Program Schedule of Fees.

BACKGROUND INFORMATION: The City Council approved a suite of development impact mitigation fees, including the South Wastewater Trunk Line, at its meeting of August 15, 2012 (Resolution 2012-142). A copy is provided as Attachment A.

Inadvertently, the adopted South Wastewater Trunk Line Fees were listed incorrectly and just recently were discovered by staff. The existing and amended South Wastewater Trunk Line Fees are presented in Attachment B. The differences include eliminating the discount for retail land uses and establishing non-discounted fees for all non-residential land uses.

Staff recommends adoption of the resolution approving the amended South Wastewater Trunk Line Fees.

FISCAL IMPACT: No impact, as this action corrects the fees that were previously approved by the City Council in 2012.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/smh
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2012-142

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING MASTER PLANS FOR WATER, WASTEWATER, STORM DRAINAGE, AND BICYCLE; APPROVING IMPACT MITIGATION FEE PROGRAM REPORT AND SCHEDULE OF FEES; AND APPROVING IMPACT MITIGATION FEE PROGRAM SCHEDULE OF REDUCED FEES

WHEREAS, in 1991, City Council approved the impact Mitigation Fee Program (IMFP) that established impact fees in the categories of water, wastewater, storm drainage, streets, police, fire, parks, and general City facilities. An electric utility impact fee was established in 2007. With the 2010 adoption of the new General Plan for the City, it is the proper time to perform an overhaul of the IMFP; and

WHEREAS, master plans for water, wastewater, storm drainage, and bicycle infrastructure have been prepared in conjunction with the IMFP and an initial study/mitigated negative declaration for the master plans has been prepared and distributed for public comments by the Community Development Department; and

WHEREAS, the IMFP Report presents details regarding the assumptions, methodologies, facilities standards, projects, costs, and cost allocation factors used to establish the nexus between the fees and the development upon which the fees will be levied. The Technical Appendix to the report includes the detailed project descriptions, cost estimates, cost allocation factors, and fee calculations; and

WHEREAS, the IMFP Report has been distributed to representatives of the building community and others that expressed interest in the project, and a copy was made available to the public at the Public Works Department and on the City's website; and

WHEREAS, a public hearing was held to receive public comment on the master plans, the IMFP Report and Schedule of Fees and the IMFP Schedule of Reduced Fees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the master plans for water, wastewater, storm drainage, and bicycle; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Impact Mitigation Fee Program Report and Schedule of Fees, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Impact Mitigation Fee Program Schedule of Reduced Fees, attached hereto as Exhibit B.

Dated: August 15, 2012

I hereby certify that Resolution No. 2012-142 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

Exhibit A
Impact Mitigation Fee Program
Schedule of Fees

Table A-1: Water and Wastewater Fees

Meter Size	Water	Wastewater
5/8-inch meter	\$2,079	\$2,831
3/4-inch meter	\$3,103	\$4,225
1-inch meter	\$5,181	\$7,056
1 1/2-inch meter	\$10,332	\$14,070
2-inch meter	\$16,537	\$22,521
3-inch meter	\$31,026	\$42,253
4-inch meter	\$51,721	\$70,435
6-inch meter	\$103,411	\$140,828
8-inch meter	\$165,464	\$225,333
10-inch meter	\$237,880	\$323,951

Table A-2: Transportation, Police, Fire, General City Facilities, Park and

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density	Medium Density	High Density	Retail	Office/ Medical	Industrial
	(per Unit)	(per Unit)	(per Unit)	(per 1,000SF)	(per 1,000SF)	(per 1,000SF)
Transportation	\$711	\$386	\$386	\$1,199	\$872	\$443
Police	\$753	\$634	\$528	\$330	\$528	\$176
Fire	\$385	\$324	\$270	\$338	\$540	\$180
Park	\$3,890	\$3,276	\$2,730	\$406	\$650	\$217
General City Facilities	\$617	\$519	\$433	\$270	\$433	\$144
Art in Public Places	\$80	\$67	\$56	\$35	\$56	\$19

Table A-3: Residential Electric Utility Fees

	240 Volts
<u>Single Phase Panel</u>	
60 amps	\$248
100 amps	\$413
125 amps	\$516
200 amps	\$826
400 amps	\$1,652
600 amps	\$2,478

Table A-4: Non-Residential Electric Utility Fees

	208 Volts	240 Volts	480 Volts
<u>Single Phase Panel</u>			
60 amps	n/a	\$248	n/a
100 amps	n/a	\$413	n/a
125 amps	n/a	\$516	n/a
200 amps	n/a	\$826	n/a
400 amps	n/a	\$1,652	n/a
600 amps	n/a	\$2,478	n/a
<u>Three Phase Panel</u>			
200 amps	\$1,178	\$1,359	\$2,718
400 amps	\$2,356	\$2,718	\$5,437
600 amps	\$3,534	\$4,077	\$8,155
800 amps	\$4,712	\$5,437	\$10,873
1000 amps	\$5,890	n/a	\$13,591
1200 amps	\$7,068	n/a	\$16,310
1600 amps	\$9,423	n/a	\$21,746
2000 amps	\$11,779	n/a	\$27,183
2500 amps	\$14,724	n/a	\$33,979
3000 amps	\$17,669	n/a	\$40,774

Table A-5: Storm Drainage Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per Acre)	Office/ Medical (per Acre)	Industrial (per Acre)
Storm Drainage - Zone 1	\$1,394	\$697	\$561	\$14,640	\$14,640	\$15,686
Storm Drainage - Zone 2	\$4,237	\$2,118	\$1,703	\$44,485	\$44,485	\$47,663

Table A-6: South Wastewater Trunk Line Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 sf)	Office/ Medical (per 1,000 sf)	Industrial (per 1,000 sf)
South Wastewater Trunk Line ¹	\$1,181	\$994	\$829	\$1,096	n/a	n/a

¹ Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.

Exhibit B
Impact Mitigation Fee Program
Schedule of Reduced Fees

Table B-1: Water and Wastewater Fees

Meter Size	Residential		Non-Residential	
	Water	Wastewater	Water	Wastewater
5/8-inch meter	\$846	\$1,152	\$2,079	\$2,831
3/4-inch meter	\$1,263	\$1,720	\$3,103	\$4,225
1-inch meter	\$2,109	\$2,873	\$5,181	\$7,056
1 1/2-inch meter	\$4,206	\$5,728	\$10,332	\$14,070
2-inch meter	\$6,732	\$9,168	\$16,537	\$22,521
3-inch meter	\$12,631	\$17,201	\$31,026	\$42,253
4-inch meter	\$21,056	\$28,674	\$51,721	\$70,435
6-inch meter	\$42,099	\$57,331	\$103,411	\$140,828
8-inch meter	\$67,360	\$91,733	\$165,464	\$225,333
10-inch meter	\$96,841	\$131,880	\$237,880	\$323,951

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density	Medium Density	High Density	Retail	Office/ Medical	Industrial
	(per Unit)	(per Unit)	(per Unit)	(per 1,000SF)	(per 1,000SF)	(per 1,000SF)
Transportation	\$289	\$157	\$157	\$1,199	\$872	\$443
Police	\$307	\$258	\$215	\$330	\$528	\$176
Fire	\$157	\$132	\$110	\$338	\$540	\$180
Park	\$1,584	\$1,334	\$1,111	\$406	\$650	\$217
General City Facilities	\$251	\$211	\$176	\$270	\$433	\$144
Art in Public Places	\$33	\$27	\$23	\$35	\$56	\$19

Table B-3: Residential Electric Utility Fees

240 Volts	
<u>Single Phase Panel</u>	
60 amps	\$101
100 amps	\$168
125 amps	\$210
200 amps	\$336
400 amps	\$673
600 amps	\$1,009

Table B-4: Non-Residential Electric Utility Fees

	208	240	480
	Volts	Volts	Volts
<u>Single Phase Panel</u>			
60 amps	n/a	\$248	n/a
100 amps	n/a	\$413	n/a
125 amps	n/a	\$516	n/a
200 amps	n/a	\$826	n/a
400 amps	n/a	\$1,652	n/a
600 amps	n/a	\$2,478	n/a
<u>Three Phase Panel</u>			
200 amps	\$1,178	\$1,359	\$2,718
400 amps	\$2,356	\$2,718	\$5,437
600 amps	\$3,534	\$4,077	\$8,155
800 amps	\$4,712	\$5,437	\$10,873
1000 amps	\$5,890	n/a	\$13,591
1200 amps	\$7,068	n/a	\$16,310
1600 amps	\$9,423	n/a	\$21,746
2000 amps	\$11,779	n/a	\$27,183
2500 amps	\$14,724	n/a	\$33,979
3000 amps	\$17,669	n/a	\$40,774

Table B-5: Storm Drainage Fees

	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per Acre)	Office/ Medical (per Acre)	Industrial (per Acre)
Storm Drainage - Zone 1	\$567	\$284	\$228	\$14,640	\$14,640	\$15,686
Storm Drainage - Zone 2	\$1,725	\$862	\$693	\$44,485	\$44,485	\$47,663

Table B-6: South Wastewater Trunk Line Fees

Pee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 sf)	Office/ Medical (per 1,000 sf)	Industrial (per 1,000 sf)
South Wastewater Trunk Line'	\$481	\$405	\$337	\$446	n/a	n/a

Attachment B

Existing - Table B-6: South Wastewater Trunk Line Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 sf)	Office/ Medical (per 1,000 sf)	Industrial (per 1,000 sf)
South Wastewater Trunk Line ¹	\$481	\$405	\$337	\$446	n/a	n/a

¹ Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.

Amended - Table B-6: South Wastewater Trunk Line Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 sf)	Office/ Medical (per 1,000 sf)	Industrial (per 1,000 sf)
South Wastewater Trunk Line ¹	\$481	\$405	\$337	\$1,096	\$989	\$490

¹ Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AMENDED SOUTH WASTEWATER TRUNK LINE IMPACT
MITIGATION FEE PROGRAM SCHEDULE OF FEES

=====

WHEREAS, on August 15, 2012, City Council approved Resolution No. 2012-142 thereby adopting the suite of development impact mitigation fees including the South Wastewater Trunk Line Fees; and

WHEREAS, the South Wastewater Trunk Line Fees were inadvertently listed incorrectly and just recently discovered by staff. The differences include eliminating the discount for retail land uses and establishing non-discounted fees for all non-residential land uses. The amended South Wastewater Trunk Line Fees are shown on Exhibit A; and

WHEREAS, staff recommends amending Resolution No. 2012-142 by repealing and re-enacting Table B-6: South Wastewater Trunk Line Fees (as shown on Exhibit A).

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve amending Resolution No. 2012-142 by repealing and re-enacting Amended - Table B-6: South Wastewater Trunk Line Fees, as set forth on the attached Exhibit A.

Dated: February 18, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

Exhibit A

Amended - Table B-6: South Wastewater Trunk Line Fees

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density (per Unit)	Medium Density (per Unit)	High Density (per Unit)	Retail (per 1,000 sf)	Office/ Medical (per 1,000 sf)	Industrial (per 1,000 sf)
South Wastewater Trunk Line ¹	\$481	\$405	\$337	\$1,096	\$989	\$490

¹ Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Waiving Business License Requirement for Parks, Recreation and Cultural Services Special Events

MEETING DATE: February 18, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution waiving the business license requirements for Parks, Recreation and Cultural Services special events.

BACKGROUND INFORMATION: One of the Parks, Recreation and Cultural Services Department's goals is to offer more free and low-cost events to foster a sense of community among Lodi residents. This includes music in the park and family movie nights at Hutchins Street Square in 2015.

The Department also has an opportunity to provide a farmers market at Salas Park and a monthly event (likely Sunday evenings) in which mobile food vendors gather in the south parking lot of Hutchins Street Square. The farmers market would be operated by the San Joaquin Certified Farmers Market, which operates similar markets in Stockton, Tracy, Lathrop and Mountain House, on Sunday mornings from 8 a.m. to 1 p.m. The mobile food event would be coordinated by the Sacramento Mobile Food Events, which operates "Food Truck Mania" events in Sacramento, Woodland, Elk Grove, Rocklin, Lincoln and Roseville and at other special events.

Staff has researched the business license requirements for these events in other communities. While the event organizer is required to obtain a business license, requirements for their vendors vary, as they often operate under the umbrella of the organizing business and are still required to comply with various health, safety and fire codes. For vendors who typically operate in Sacramento County, the cost of obtaining a business license on top of inspection and fuel expenses is the difference between participating and not.

Lodi Municipal Code Section 3.01.030(H) allows the City Council to waive the business license requirement for street fairs and special events when the waiver is for a limited period of time, if the participant does not otherwise conduct business within the city and when a blanket waiver for a street fair or special event is in the best interest of the city. The City does not require produce vendors at the Thursday evening downtown farmers market to obtain business licenses.

Staff asks that the City Council to waive the business license requirement for vendors at PRCS events. Another event that could benefit from the exemption would be the Fourth of July at the Lake, with more potential vendors willing to consider setting up at the park. PRCS also found that out-of-town vendors would not participate in a two-day holiday boutique at Hutchins Street Square because of the business

APPROVED: _____
Stephen Schwabauer, City Manager

license requirement. In the case of the proposed farmers market and mobile food truck event, the organizers of these events will be required to obtain a City business license and meet the risk manager's insurance requirements.

Waiving the requirement for occasional events will allow the Department to move forward with family friendly, low-cost or free events that the whole community can enjoy, which is in the best interest of the city. In the meantime, staff will notify those vendors who conduct business frequently in the city that they are required to obtain a business license.

Staff further requests that Council delegate authority to the PRCS director to issue a permit to vendors operating on the public right-of-way pursuant to 10.44.080(B), "Unlawful parking – Peddlers, vendors" as long as the vendors are part of a PRCS event that is fully contained within park property.

The Council does not need to find an additional exemption under the mobile food vendor ordinance for PRCS events. Chapter 9.18 of the Lodi Municipal Code "Vending on Streets, Sidewalks and Private Property" allows exemptions to the permit requirements for special events authorized by the City.

FISCAL IMPACT: Negligible. These events will not occur without the waiver. Indirect benefits may occur from attracting people from outside the City to these events.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers, Deputy City Manager/Internal Services Director

JEFF HOOD
Parks, Recreation and Cultural Services Director

RESOLUTION NO. 2015-_____

ADOPT RESOLUTION WAIVING BUSINESS LICENSE REQUIREMENT FOR PARKS, RECREATION AND CULTURAL SERVICES SPECIAL EVENTS AND AUTHORIZING THE PARKS, RECREATION AND CULTURAL SERVICES DIRECTOR TO ISSUE PERMITS TO VENDORS OPERATING ON THE PUBLIC RIGHT-OF-WAY

WHEREAS, the Parks, Recreation and Cultural Services Department wishes to expand the number of community events to benefit Lodi residents; and

WHEREAS, the Parks, Recreation and Cultural Services Department finds that the business license tax requirement under the Lodi Municipal Code is an obstacle to attracting vendors that will enhance community events.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the business license tax requirement for vendors at Parks, Recreation and Cultural Services events pursuant to the Lodi Municipal Code Section 3.01.030(H), which permits the City Council to waive the business license tax for participants in special events when the waiver is for a limited period of time and in the best interest of the City; and

BE IT FURTHER RESOLVED that the Lodi City Council delegates authority to the Parks, Recreation and Cultural Services Director to issue a permit to vendors operating on the public right-of-way within park boundaries pursuant to Lodi Municipal Code Section 10.44.080(B), "Unlawful Parking – Peddlers, Vendors."

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 18, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2
MEETING DATE: March 4, 2015
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

Roof structures for both Digester No. 1 and No. 2 are on-site. Welding is complete on the Digester No. 2 roof structure (Exhibit 1), and work to blast clean the steel and apply a protective coating is expected to be completed by mid-February. The completed Digester No. 2 roof is scheduled to be installed during the third week in February. Digester No. 1 roof cover installation work will proceed once Digester No. 2 has been completed and placed in service.

The procurement and construction schedule reflecting project milestones is provided below. The work is progressing on the original schedule, and there is no substantial change from last report.

Project Definition Meeting	July 21, 2014
Issue Final Contract Documents	August 1, 2014
Receive GMP Proposals	August 20, 2014
Issue Notice to Proceed	September 15, 2014
Complete Digester No. 2 Improvements	April 2, 2015
Complete Digester No. 1 Improvements	August 27, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director
FWS/CES/smh
Attachment

cc: Associate Civil Engineer Nathan
Wastewater Plant Superintendent

Charlie Swimley, City Engineer / Deputy Public Works Director
Construction Project Manager

APPROVED: _____
Stephen Schwabauer, City Manager





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for March 18, 2015, to Consider Pre-Approved Proposition 218 Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection

MEETING DATE: February 18, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for March 18, 2015, to consider pre-approved Proposition 218 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 was amended by Proposition 218, that was passed and authorized by City Council at the May 7, 2014, Public Hearing, which now allows Central Valley Waste Services the option to either (a) adjust the rates in a percentage amount equal to 80 percent of the annual change in the Consumer Price Index (CPI) for all Urban Consumers for San Francisco-Oakland-San Jose, California Area, All Items (1982-84=100) plus an adjustment for extraordinary increases in landfill fees, fuel and energy costs and changes in law up to 100 percent of the change in the CPI, or (b) 100 percent of the annual change in the CPI without the other adjustments but with a certification that costs had increased by more than 100 percent of the change in the CPI. Central Valley Waste Services is requesting the option to increase rates by 80 percent of the annual change in the CPI plus an adjustment for increased landfill gate fees. The percent increase in rates based on 80 percent of the CPI change is 2.27 percent and 0.323 percent for the landfill gate fee increase. The total rate adjustment requested is 2.596 percent, or 91.5 percent of the CPI.

For most residential customers, the rate increase will be 64 cents per month. The effective date of the proposed rates is April 1, 2015. The complete schedule of proposed rate changes is attached (Exhibit A).

FISCAL IMPACT: Franchise and billing fees paid to the City will increase by approximately \$35,000.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/RAY/smh
Attachments
cc: Central Valley Waste Services
Information Systems Division

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2015 THROUGH MARCH 31, 2016**

Services Offered	Current Monthly Rate	New Monthly Rate
1. 35 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$24.74	\$25.38
2 Refuse Carts	\$61.80	\$63.40
3 Refuse Carts	\$98.90	\$101.47
4 Refuse Carts	\$136.02	\$139.55
2. 64 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$37.21	\$38.18
2 Refuse Carts	\$92.98	\$95.39
3 Refuse Carts	\$148.73	\$152.59
3. 96 GALLON WASTE CART 1X PER WEEK		
1 Refuse Cart	\$81.12	\$83.23
2 Refuse Carts	\$162.25	\$166.46
3 Refuse Carts	\$243.37	\$249.69
4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES		
Monthly rate is reduced one (1) dollar from above base rates	-\$1.00	-\$1.00
5. LOW VOLUME USER 1X PER WEEK****		
One (1) - 20 Gallon Low Volume Refuse Cart	\$16.83	\$17.27
7. ADDITIONAL 64 GALLON RECYCLING CARTS		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$13.33	\$13.68
8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS		
Second and Third Yard and Garden Cart	\$0.00	\$0.00
Fourth and Each Additional Yard and Garden Cart	\$13.33	\$13.68
9. BACK YARD SERVICE****		
Monthly service charge	\$13.69	\$14.05
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only



**CITY OF LODI
CONTAINER RATES**

EFFECTIVE APRIL 1, 2015 THROUGH MARCH 31, 2016

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	\$ 132.66	\$ 246.77	\$ 565.46	\$ 1,020.51	\$ 1,611.91	\$ 2,339.67
2	\$ 210.76	\$ 384.53	\$ 803.70	\$ 1,386.53	\$ 2,133.00	\$ 3,043.08
3	\$ 288.86	\$ 522.20	\$ 1,041.90	\$ 1,752.53	\$ 2,654.04	\$ 3,746.46
4	\$ 366.92	\$ 659.90	\$ 1,280.13	\$ 2,118.52	\$ 3,175.10	\$ 4,449.89
5	\$ 445.05	\$ 797.60	\$ 1,518.35	\$ 2,484.56	\$ 3,696.20	\$ 5,153.23
6	\$ 523.14	\$ 935.31	\$ 1,756.55	\$ 2,850.59	\$ 4,217.22	\$ 5,856.64
7	\$ 601.25	\$ 1,073.06	\$ 1,994.79	\$ 3,216.57	\$ 4,738.28	\$ 6,560.04
8	\$ 679.32	\$ 1,210.70	\$ 2,233.04	\$ 3,582.52	\$ 5,259.35	\$ 7,263.45
9	\$ 757.43	\$ 1,348.46	\$ 2,471.24	\$ 3,948.58	\$ 5,780.45	\$ 7,966.84
10	\$ 835.56	\$ 1,486.16	\$ 2,709.45	\$ 4,314.58	\$ 6,301.49	\$ 8,670.20

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	\$ 193.30	\$ 364.31	\$ 753.85	\$ 1,289.07	\$ 1,969.99	\$ 2,796.54
2	\$ 328.24	\$ 612.10	\$ 1,158.08	\$ 1,878.93	\$ 2,774.58	\$ 3,845.07
3	\$ 463.22	\$ 859.85	\$ 1,562.40	\$ 2,468.83	\$ 3,579.21	\$ 4,893.57
4	\$ 598.18	\$ 1,107.65	\$ 1,966.61	\$ 3,058.69	\$ 4,383.87	\$ 5,942.09
5	\$ 733.18	\$ 1,355.32	\$ 2,370.87	\$ 3,648.57	\$ 5,188.46	\$ 6,990.59
6	\$ 868.15	\$ 1,603.14	\$ 2,775.05	\$ 4,238.46	\$ 5,993.11	\$ 8,039.13
7	\$ 1,003.16	\$ 1,850.90	\$ 3,179.38	\$ 4,828.31	\$ 6,797.70	\$ 9,087.59
8	\$ 1,138.10	\$ 2,098.69	\$ 3,583.64	\$ 5,418.19	\$ 7,602.34	\$ 10,136.14
9	\$ 1,273.11	\$ 2,346.46	\$ 3,987.87	\$ 6,008.04	\$ 8,406.05	\$ 11,184.63
10	\$ 1,408.09	\$ 2,594.19	\$ 4,392.12	\$ 6,597.91	\$ 9,212.97	\$ 12,233.15

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	\$ 246.06	\$ 466.25	\$ 904.88	\$ 1,489.19	\$ 2,219.19	\$ 3,094.88
2	\$ 433.85	\$ 815.89	\$ 1,460.14	\$ 2,279.18	\$ 3,273.05	\$ 4,441.74
3	\$ 621.64	\$ 1,165.59	\$ 2,015.42	\$ 3,069.20	\$ 4,326.90	\$ 5,788.58
4	\$ 809.37	\$ 1,515.24	\$ 2,570.67	\$ 3,859.18	\$ 5,380.78	\$ 7,135.44
5	\$ 997.18	\$ 1,864.93	\$ 3,125.95	\$ 4,649.22	\$ 6,434.68	\$ 8,482.30
6	\$ 1,184.98	\$ 2,214.57	\$ 3,681.21	\$ 5,439.19	\$ 7,488.49	\$ 9,829.15
7	\$ 1,372.73	\$ 2,563.82	\$ 4,236.48	\$ 6,229.17	\$ 8,542.34	\$ 11,176.02
8	\$ 1,560.52	\$ 2,913.90	\$ 4,791.75	\$ 7,019.18	\$ 9,596.23	\$ 12,522.87
9	\$ 1,748.29	\$ 3,263.62	\$ 5,347.04	\$ 7,809.17	\$ 10,650.07	\$ 13,869.73
10	\$ 1,936.07	\$ 3,613.28	\$ 5,902.29	\$ 8,599.18	\$ 11,703.92	\$ 15,216.54



CITY OF LODI
COMMERCIAL COMPACTOR RATES
EFFECTIVE APRIL 1, 2015 THROUGH MARCH 31, 2016

Services Offered	Current Monthly Rate	New Monthly Rate
<u>1. 2 CUBIC YARD COMPACTOR</u>		
1X Week	\$290.35	\$297.89
2X Week	\$580.70	\$595.77
3X Week	\$871.05	\$893.66
4X Week	\$1,161.40	\$1,191.55
5X Week	\$1,451.75	\$1,489.44
<u>2. 3 CUBIC YARD COMPACTOR</u>		
1X Week	\$358.76	\$368.07
2X Week	\$717.53	\$736.16
3X Week	\$1,076.29	\$1,104.23
4X Week	\$1,435.05	\$1,472.30
5X Week	\$1,793.81	\$1,840.38
<u>3. 4 CUBIC YARD COMPACTOR</u>		
1X Week	\$427.73	\$438.83
2X Week	\$855.45	\$877.66
3X Week	\$1,283.18	\$1,316.49
4X Week	\$1,710.90	\$1,755.31
5X Week	\$2,138.63	\$2,194.15



**CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE
EFFECTIVE APRIL 1, 2015 THROUGH MARCH 31, 2016**

	Current Rates	New Monthly Rate
PERMANENT HIGH FREQUENCY ROLL-OFF RATES		
1. Drop-off and Pick-up Charge Per Box	\$171.52	\$175.97
2. Tons Disposed/Box X Processing Charge	\$38.62	\$39.62
ONE-TIME TEMPORARY USER ROLL-OFF RATES		
1. Drop/off/Pick-up Charge Per Box	\$217.68	\$223.33
2. Tons Disposed/Box X Processing Charge	\$38.62	\$39.62



**CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2015 THROUGH MARCH 31, 2016**

	Current Rates	New Rates
--	--------------------------	------------------

TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES

1. Drop/off/Pick-up Charge Per Box	\$298.64	\$306.39
2. Tons Disposed/Box X Processing Charge	\$38.62	\$39.62

* This charge will be applied to loads that are serviced by "Roll Off" vehicles. containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Approving an Amendment of the 2014-15 Annual Action Plan

MEETING DATE: February 18, 2015

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Public hearing to consider adoption of a resolution approving an amendment of the 2014-15 Annual Action Plan.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program whenever there is a “substantial” amendment that meets one or more of the following criteria:

- A change in the use of CDBG funding, of more than 15 percent of the total grant amount, from one activity to another (i.e., “reprogramming” of CDBG funds)
- Funding of an activity type not described in the Annual Action Plan
- Changing the priorities contained in the Five-Year Strategic Plan of the Consolidated Plan
- Increasing or reducing the amount allocated to an activity by more than 25 percent, except when the activity must be dropped due to circumstances beyond the City’s control (e.g., a subrecipient elects not to do an activity)
- A change in the purpose, location, scope, or beneficiaries of an activity

The proposed reallocations of funding identified in the amendment of the 2014-15 Annual Action Plan represent the creation of a new activity in one instance, and an increase of more than 25 percent of the project allocation in the other.

A draft of the Action Plan Amendment (Exhibit A) was released on January 20, 2015 and has been available for public review and comment through February 18, 2015.

Sources: A total of \$54,636.75 is being considered for reallocation.

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
13.03	HSS South Entrance ADA	\$33,556.33
14.15	Graffiti Abatement	\$21,000.00
IDIS	Line of Credit Balance	\$80.42

APPROVED: _____
Stephen Schwabauer, City Manager

Uses: The reallocated funds will be distributed as follows:

<u>Project Number</u>	<u>Project Name</u>	<u>Reallocation Amount</u>
14.12 (Existing Project)	HSS North Entrance ADA	\$33,636.75
14.20 (New Program)	LodiGRIP	\$21,000.00

Descriptions:

HSS North Entrance ADA

The reallocation to the Hutchins Street Square North Entrance ADA Project is to supplement a project that will need funding over two program years in order to be completed. The initial allocation for that project was \$106,105. A previous Action Plan Amendment on September 3, 2014, provided an additional \$6,915 of unused funds to this project. This reallocation will bring the total project allocation to \$146,656.75.

Lodi Gang Reduction Intervention Prevention (LodiGRIP) Program

The reallocation of funds from Graffiti Abatement to LodiGRIP will provide a portion of the additional funding necessary to create one full-time Youth Outreach Worker position from the two part-time positions that are currently funded from the General Fund for the remainder of the Fiscal Year. Any additional funding from this reallocation would also be used for supportive services to the at-risk youth in the program. Additional funding for this full-time position is expected from Lodi Unified School District. Public Works has another funding source to backfill the Graffiti Abatement activity and that there will be no adverse impact on that program.

FISCAL IMPACT: The amendment of the 2014-15 Annual Action Plan document is being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

FUNDING AVAILABLE:

Funding Source:		
35000000.56304	CDBG	\$33,636.75
35099000.77020	2014/15 Graffiti Abatement	\$21,000.00
Requested Appropriation:		
35099000.77020	14.12 HSS North Entrance ADA	\$33,636.75
35099000.77020	14.20 LodiGRIP Program	\$21,000

Jordan Ayers, Deputy City Manager

Stephen Schwabauer
 Community Development Director

SS/jw

Attachments

2014-15

Community Development Block Grant

**Annual Action Plan
Amendment #2**

DRAFT

January 20, 2015



I. INTRODUCTION

The 2014-15 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 low-income households. This is the first year of the implementation of the five-year Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by the Neighborhood Services Division in the Community Development Department.

The 2014-15 Annual Action Plan was adopted on May 7, 2014, and approved by the US Department of Housing and Urban Development in July 2014. The plan was first amended on September 3, 2014. This proposed amendment is the second.

At mid-year, the City has identified funds that are available to re-program. The City also wishes to re-program funds from a previously identified use to a new use.

Funding available to re-program is from a single project that was completed and did not require all the funds allocated. The City also identified a small amount of un-allocated funds in the CDBG line of credit. The total amount available to re-program is \$33,637.

The City is proposing to re-allocate \$42,000 from the City's graffiti abatement program to the City's "GRIP" gang intervention program.

Questions regarding this Action Plan amendment should be directed to:

Joseph Wood
CDBG Program Administrator
City of Lodi
221 W. Pine Street, PO Box 3006
Lodi, CA 95241-1910
209-333-6800 x2467

The Action Plan amendment was made available for public review during a 30-day public comment period from January 20, 2015 to February 18, 2015. A public notice announcing its availability was published in the *Lodi News-Sentinel* on January 20, 2015. A public hearing on the Amendment will be held on February 18, 2015, at the Lodi City Council meeting.

II. REALLOCATED FUNDS

The following projects and services are being considered for reallocation to new or existing projects:

Project Number	Project/Public Service Name	Balance for Transfer
13.03	HSS South Entrance ADA	\$33,556.33
14.15	Graffiti Abatement	\$42,000.00
	Line of Credit Balance	\$80.42
Total available for re-allocation		\$75,636.75

III. ACTIVITY CHANGES

The City has identified an existing project and a new program to which it will commit the reallocated CDBG funding to. In order to commit funding to existing activities, or to create new activities, the City must amend the 2014-15 Annual Action Plan.

A description of the activity and proposed funding reallocation follows:

PUBLIC FACILITIES

Hutchins Street Square – North Entrance ADA – Phase I,

Parks, Recreation & Cultural Services

Improvements necessary to remove barriers to accessibility by permanently disabled persons by providing accessible paths of travel into and within an existing facility.

Output: One public facility improvement completed.

Outcome Category: Accessibility for the purpose of creating suitable living environments.

National Objective: 570.208(a)(2)(ii) Low-Moderate Income, Limited Clientele – removal of architectural barriers to the mobility or accessibility of elderly persons or of “severely disabled” adults.

Eligible Activity: 570.201(c) Public Facility Improvements

Priority Needs: Public Services (High)

Goals Addressed: Construct or Upgrade Public Facilities

Funding: \$113,020 – 2014-15 CDBG
\$33,636.75 – re-allocated CDBG
\$146,656.75 – NEW TOTAL

PUBLIC SERVICES

Lodi “GRIP” gang intervention program
Community Development Department

Program Description:

Output:

Outcome Category:

National Objective: 570.208(a)(2)(i) Low-Moderate Income, Limited Clientele

Eligible Activity: 570.201(e) Public Services

Priority Needs: Public Services (High)

Goals Addressed: Build Capacity and Leadership; Access to Social Services; Address Blight and Nuisance

New Funding: \$42,000

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Joseph Wood	5. DATE:	2/18/15
4. DEPARTMENT/DIVISION:	Community Development /Neighborhood Services		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	3500	0	77020	CDBG	\$33,637
	3509	9000	77020	Graffiti Abatement	\$21,000
B. USE OF FINANCING	3509	9000	77020	(14.15) HSS North Entrance ADA	\$33,637
	3509	9000	77020	(14.20) LodiGRIP	\$21,000

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

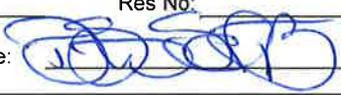
Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Sources for reallocation: Project 13-03 HSS South Entrance ADA (\$33,556.33); IDIS Line of Credit Balance (\$80.42); Project 14-15 Graffiti Abatement (\$21,000), for a total of \$54,636.75.

Uses for reallocation: One existing project: - 14-12 Hutchins Street Square - North Entrance ADA (\$33,637) and one new project: - 14-20 LodiGRIP Program (\$21,000)

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

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

Department Head Signature:  _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN AMENDMENT OF THE 2014/15 ACTION PLAN TO ACCOMMODATE THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND FURTHER APPROPRIATING FUNDS

WHEREAS, the Department of Housing and Urban Development has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) as an entitlement community; and

WHEREAS, the 2014/15 Action Plan was adopted on May 7, 2014, and approved by the U.S. Department of Housing and Urban Development in July 2014; and

WHEREAS, the City has identified the following three projects that have a total of \$54,636.75 in CDBG funding available for reallocation:

Project 13.03	HSS South Entrance ADA	\$33,556.33
Project 14.15	Graffiti Abatement	\$21,000.00
IDIS	Line of Credit Balance	\$80.42

WHEREAS, the City has identified one existing project and one new public service in which to commit the reallocated funds:

Project 14.03	(Existing) HSS North Entrance – Phase I	\$33,636.75
Project 14.20	(New) LodiGRIP Program	\$21,000.00

WHEREAS, the reallocation of funds requires an amendment of the 2014/15 Action Plan; and

WHEREAS, the City of Lodi has held, with proper notification and at the completion of the mandatory public comment period, a public hearing at the City Council meeting of February 18, 2015, to receive comments on the proposed Action Plan amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the amendment of the 2014/15 Action Plan to accommodate the aforementioned reallocations, and the appropriation of funds accordingly.

Dated: February 18, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF 2013-14 CDBG ANNUAL ACTION PLAN (AAP)
AMENDMENT AND PUBLIC HEARING

PUBLISH (DATES): January 20, 2015;

ACCT#: 20104930

TEAR SHEETS WANTED: 2 EXTRA

DELIVER TO: Community
Development Dept.

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

DATE: January 14, 2015

ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager

LEGAL NOTICE

NOTICE OF 2014-15 CDBG ANNUAL ACTION PLAN (AAP) AMENDMENT AND PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Lodi is proposing to amend the Community Development Block Grant (CDBG) Program 2014-15 Annual Action Plan (AAP); and that a public hearing will be held on Wednesday, February 18, 2015 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding the use of CDBG funds. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711.

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.

The AAP generally describes how the City will utilize CDBG program funds for eligible activities during the fiscal year. The AAP can be amended as needed to reallocate funds to housing and community development activities. The City proposes to re-allocate CDBG funds that have not been expended and to re-allocate previously allocated funds. Funds may be allocated to new projects and programs, or existing projects and programs may receive additional funding.

The release of this notice is one of the City's activities to fulfill citizen participation requirements. Federal regulations require localities to provide the public with reasonable access to the documents.

The Action Plan amendment is now available for public review and comment. The amendment may be viewed at the Lodi City Hall, 221 West Pine Street, and on the City's website at www.lo-di.gov/community_development/neighborhoods/cdbg.html Copies of the AAP amendment will be made available upon request and are free of charge.

The public comment period will end on February 18, 2015. The City Council will consider adoption of the amendment of the 2014-15 AAP and provide an opportunity for public comment at their February 18, 2015 meeting.

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.

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Notice of Non-Discrimination on the Basis of Disability and Reasonable Accommodation

The City of Lodi does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities on the basis of disability. Reasonable accommodations will be made available to the disabled, upon request. Translators/Translation services are also available upon request. Any questions, concerns or requests related to these Notices should be directed to the following person:

Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager
Joseph Wood

Dated: January 14, 2015



DECLARATION OF POSTING

NOTICE OF 2014-15 CDBG ANNUAL ACTION PLAN (AAP) AMENDMENT AND PUBLIC HEARING

On Tuesday, January 20, 2015, in the City of Lodi, San Joaquin County, California, a Notice of 2014-15 CDBG Annual Action Plan (AAP) Amendment and Public Hearing (attached and marked as Exhibit A) was posted at the following locations:

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 January 20, 2015, at Lodi, California.

ORDERED BY:

JENNIFER M. ROBISON
CITY CLERK


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

NOTICE OF 2014-15 CDBG ANNUAL ACTION PLAN (AAP) AMENDMENT AND
PUBLIC HEARING

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Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager
Joseph Wood

Dated: January 14, 2015



TM

CITY OF LODI COUNCIL COMMUNICATION

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

MEETING DATE: February 18, 2015

PREPARED BY: City Clerk

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

BACKGROUND INFORMATION: Three terms are expiring on the Lodi Improvement Committee. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Lodi Improvement Committee

Fran Forkas	Term to expire March 1, 2015
Curtis Juran	Term to expire March 1, 2015
Maria Rosado	Term to expire March 1, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report
MEETING DATE: February 18, 2015
PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through January 31, 2015.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Classification, Job Description and Salary Range for the Position of Youth Outreach Worker

MEETING DATE: February 18, 2015

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving the classification, job description and salary range for the position of Youth Outreach Worker.

BACKGROUND INFORMATION: The Community Development Department has the need for a full-time Youth Outreach Worker. Upon discussions with the Neighborhood Services Manager, the City wishes to create a full-time classification and assign the appropriate salary commensurate with the duties assigned to this new position.

The City received grant funding from the California Gang Reduction, Intervention, and Prevention Program (CalGRIP), and was able to hire two part-time Youth Outreach Workers; funding them from the general fund as part of the city match for the CalGRIP grant. The Youth Outreach Workers assist in coordinating and developing community wide gang intervention/prevention programs targeted for youth and young adults; collaborate with schools, recreation, law enforcement and other social services agencies to assist at-risk-children and high school students in the community.

The City continues to fund the two part-time Youth Outreach Worker positions from the general fund after the CalGRIP grant funding was exhausted in December 2014. With the recent resignation of one of the part-time employees there is currently only one-part time Youth Outreach Worker. The City wishes to continue to provide the valuable outreach services to the youth and young adults and the Neighborhood Services Manager wishes to eliminate the two part-time positions and convert them to one full-time position.

The City engaged in discussions with the Lodi Unified School District and they have agreed to provide a portion of the funding for the full-time Youth Outreach Worker in FY 2014/15, of \$10,000, and will request additional funding in FY 2015/16 to fund fifty percent of the full-time position. Funding for the full-time position in FY 2014/15 will come from a combination of general fund, Community Development Block Grant (CDBG), and Lodi Unified School District.

After discussions with and concurrence from AFSCME General Services Unit, staff recommends the new full-time Youth Outreach Worker salary range be \$39,312.00 to \$50,107.20. This job classification will be part of the General Services unit.

Staff requests Council approve the classification, job description and set the salary range for Youth Outreach Worker.

The Community Development department is requesting to increase their budgeted and allocated positions and to fund the Youth Outreach Worker position.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The annual cost for this position is \$87,666.

FUNDING AVAILABLE: Funding will come from general fund, CDBG and Lodi Unified School District monies.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CLASSIFICATION, JOB
DESCRIPTION AND
SALARY RANGE FOR THE POSITION OF
YOUTH OUTREACH WORKER

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the classification and job description for the position of Youth Outreach Worker attached hereto marked as Exhibit A; and

BE IT FURTHER RESOLVED that the salary range for Youth Outreach Worker is hereby approved and shall be as follows:

YOUTH OUTREACH WORKER				
Step A	Step B	Step C	Step D	Step E
\$3,276.00	\$3,473.60	\$3,681.60	\$3,901.73	\$4,175.60

Dated: February 18, 2015

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I hereby certify that Resolution No. 2015-____ was passed and adopted by the Lodi City Council in a regular meeting held February 18, 2015 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

CITY OF LODI

May 2012
Updated February 2015

YOUTH OUTREACH WORKER

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

DEFINITION

Under general supervision, this position focuses on developing community service, leadership, educational and professional skills in at-risk children and high school students from all types of neighborhoods and communities.

Incumbent will be an integral component of a mobile crisis team working directly with at-risk, gang-impacted, and/or gang-involved youth; performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from higher level supervisory and management staff.

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

Under general supervision, this position focuses on developing community service, leadership, educational and professional skills in at-risk children and high school students from all types of neighborhoods and communities.

Build relationships with high-risk youth, perform behavior observation and assessment, crisis intervention, and conflict resolution and mediation.

Actively engages youth and young adults in the community through outreach, education, other social services agencies, including recreation and providing advocacy in a variety of areas, including job training and placement; provide guidance and exposure to positive lifestyle alternatives.

Assists in coordinating and developing a community wide program targeted for Youth and Young Adults; collaborating with schools, recreation, law enforcement and other social services agencies that may include, but not be limited to, job preparation and placement, career development, mentorship training and referral, gang intervention, and mediation services.

Attends Gang Alternative Program meetings and other planning sessions as required by City officials.

Maintains basic records and prepares simple reports regarding work performed.

Perform other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.

MINIMUM QUALIFICATIONS

Knowledge of:

Specific problems and issues, service needs, perspectives, and lifestyle patterns of youth in general, and high-risk, gang-impacted, and/or gang-involved youth in particular.

Basic interviewing methods and principles.

Safety practices and procedures related to the work.

Pertinent federal, state and local laws and regulations related to field of work.

Ability to:

Under general supervision, this position focuses on developing community service, leadership, educational and professional skills in at-risk children and high school students from all types of neighborhoods and communities.

Be able to recognize the warning signs of criminal or violent tendencies in youth and young adults; assists in identifying counseling needs for youth and young adults.

Actively engages youth and young adults in the community through outreach, education, other social services agencies, including recreation and providing advocacy in a variety of areas, including job training and placement.

Interact effectively with diverse cultural communities and with a variety of public and private agencies, including public school officials, law enforcement, community-based and non-profit organizations, and other city, county, state and federal agencies.

Be responsible, emotionally stable and patient; exhibit leadership abilities; project self as a positive role model in dress, behavior, language and attitude, including maintaining professional limits and boundaries.

Possess a strong customer service and teamwork orientation.

Education & Experience

Any combination of experience and education that would likely produce the qualifying knowledge and ability. A typical combination is:

Experience

Previous work experience with at-risk youth, which has provided the knowledge and skills outlined within this job description; experience in a public agency is desirable.

Education

Equivalent to two years of college or possession of an Associate of Arts degree with coursework in counseling, social services, or a related field.

Driver's License

Possession of a valid Driver's License issued from the California Department of Motor Vehicles.

Must be willing to work rotating evening, night, weekend, or holiday shifts, and/or other hours as needed.

Must pass a detailed background investigation.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; or smell.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, extreme cold, and extreme heat. The employee may have exposure to possible fights and confrontations, and contact with dissatisfied or abusive individuals. The noise level in the work environment is usually moderate.

*FLSA Status: NON-EXEMPT