



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: March 4, 2009

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

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Jose Nava against City of Lodi Based on Personal Injury
- b) Actual Litigation: Government Code §54956.9(a); One Case; *City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al.*, San Francisco Superior Court, Case No. CGC-05-441976
- c) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit – *Gottschalk v. City of Lodi* Regarding Alleged Lien on Donovan Settlement

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. Invocation – Reader Arlene Proctor, First Church of Christ, Scientist

C. Pledge of Allegiance

D. Presentations

- D-1 Awards – None
- D-2 Proclamations – None
- D-3 Presentations – None

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

- E-1 Receive Register of Claims in the Amount of \$7,900,107.22 (FIN)
- E-2 Approve Minutes (CLK)
 - a) February 11, 2009 (Special Joint Meeting w/Planning Commission)
 - b) February 17, 2009 (Shirtsleeve Session)
 - c) February 18, 2009 (Regular Meeting)
 - d) February 24, 2009 (Shirtsleeve Session)
 - e) February 24, 2009 (Special Meeting)
- E-3 Approve Issuance of a Request for Proposals from Qualified Consultants to Prepare an Environmental Impact Report for the Electric Utility Department Power Line Project (CD)

- E-4 Approve Specifications and Authorize Advertisement for Bids for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District 2003-1, Fiscal Year 2009-10 (PW)
- Res. E-5 Adopt Resolution Approving Contract Addenda with 360 – CA Schrock Architects, of San Francisco, for Grape Bowl Phase 1 Renovation Project Consistent with Prior City Council Approval of the 2007-08 Federal Allocation of Community Development Block Grant Funds (\$91,300) (PW)
- Res. E-6 Adopt Resolution Authorizing the Purchase of Police and Fire Radio Equipment and Accepting Federal Homeland Security Grant Funds of \$480,151.80 (FD)
- Res. E-7 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy (CLK)

F. Comments by the Public on Non-Agenda Items

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

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

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

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

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

I. Public Hearings

- Res. I-1 Public Hearing to Consider the Building Division Cost Analysis Study and Adopt Fee Schedule (CD)

J. Communications

- J-1 Claims Filed Against the City of Lodi – None
- J-2 Appointments
 - a) Post for One Vacancy on the Lodi Arts Commission (CLK)
- J-3 Miscellaneous – None

K. Regular Calendar

- Res. K-1 Adopt Resolution Granting Designated Period for Two Years Additional Service Credit (CM)
- K-2 Provide Staff Direction Regarding Drafting Ordinance Reducing Maximum Street Parking for Recreational Vehicles (CA)
- K-3 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$345,276.99) (CA)

L. Ordinances – None

M. Adjournment

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

Randi Johl
City Clerk



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims Dated February 5 and February 12, 2009 in the Total Amount of \$7,900,107.22

MEETING DATE: March 4, 2009

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$7,900,107.22.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$7,900,107.22 dated 02/05/09 and 02/12/09. Also attached is Payroll in the amount of \$1,270,561.96.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

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Date
Amount

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As of Thursday	Fund	Name	Amount
02/05/09	00100	General Fund	896,394.26
	00122	Equipment Replacement Fund	30.39
	00130	Redevelopment Agency	631.63
	00160	Electric Utility Fund	4,859,507.72
	00161	Utility Outlay Reserve Fund	2,330.58
	00164	Public Benefits Fund	30,003.51
	00170	Waste Water Utility Fund	22,311.13
	00171	Waste Wtr Util-Capital Outlay	263.61
	00172	Waste Water Capital Reserve	395,535.07
	00180	Water Utility Fund	6,044.84
	00210	Library Fund	4,973.71
	00211	Library Capital Account	109,492.52
	00235	LPD-Public Safety Prog AB 1913	1,518.29
	00260	Internal Service/Equip Maint	13,105.33
	00270	Employee Benefits	23,623.87
	00300	General Liabilities	142.50
	00310	Worker's Comp Insurance	29,812.14
	00321	Gas Tax	10,481.76
	00329	TDA - Streets	72,544.50
	00340	Comm Dev Special Rev Fund	2,554.59
	00345	Community Center	1,187.88
	00346	Parks & Recreation	644.99
	01211	Capital Outlay/General Fund	2,200.84
	01212	Parks & Rec Capital	3,745.00
	01218	IMF General Facilities-Adm	50,810.00
	01250	Dial-a-Ride/Transportation	180,498.36
	01410	Expendable Trust	21,368.93

Sum			6,741,757.95
	00184	Water PCE-TCE-Settlements	21.66
	00190	Central Plume	24,150.58

Sum			24,172.24

Total for Week			
Sum			6,765,930.19

Accounts Payable
Council Report

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As of Thursday	Fund	Name	Amount
02/12/09	00100	General Fund	213,486.44
	00123	Info Systems Replacement Fund	5,644.00
	00160	Electric Utility Fund	28,322.90
	00164	Public Benefits Fund	587.02
	00170	Waste Water Utility Fund	121,220.54
	00172	Waste Water Capital Reserve	47,015.99
	00180	Water Utility Fund	7,531.89
	00182	IMF Water Facilities	6,339.89
	00210	Library Fund	5,623.42
	00260	Internal Service/Equip Maint	23,329.06
	00270	Employee Benefits	427,258.28
	00321	Gas Tax	26,855.85
	00340	Comm Dev Special Rev Fund	5,056.66
	00345	Community Center	25,612.78
	00346	Parks & Recreation	2,887.27
	00502	L&L Dist Z1-Almond Estates	429.00
	00503	L&L Dist Z2-Century Meadows I	273.00
	00506	L&L Dist Z5-Legacy I,II,Kirst	706.33
	00507	L&L Dist Z6-The Villas	593.67
	00509	L&L Dist Z8-Vintage Oaks	229.67
	01218	IMF General Facilities-Adm	3,105.00
	01241	LTF-Pedestrian/Bike	2,040.00
	01250	Dial-a-Ride/Transportation	12,567.76
	01410	Expendable Trust	10,096.00
Sum			976,812.42
	00184	Water PCE-TCE-Settlements	157,364.61
Sum			157,364.61
Total for Week			
Sum			1,134,177.03

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	02/08/09	00100	General Fund	789,727.92
		00160	Electric Utility Fund	171,346.59
		00164	Public Benefits Fund	5,437.09
		00170	Waste Water Utility Fund	91,231.64
		00180	Water Utility Fund	229.92
		00210	Library Fund	31,273.10
		00235	LPD-Public Safety Prog AB 1913	1,997.74
		00260	Internal Service/Equip Maint	22,083.73
		00321	Gas Tax	54,663.26
		00340	Comm Dev Special Rev Fund	27,638.47
		00345	Community Center	29,069.96
		00346	Parks & Recreation	39,129.46
		01250	Dial-a-Ride/Transportation	6,733.08
Pay Period Total:				
Sum				1,270,561.96



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Approve Minutes
a) February 11, 2009 (Special Joint Meeting w/Planning Commission)
b) February 17, 2009 (Shirtsleeve Session)
c) February 18, 2009 (Regular Meeting)
d) February 24, 2009 (Shirtsleeve Session)
e) February 24, 2009 (Special Meeting)

MEETING DATE: March 4, 2009

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) February 11, 2009 (Special Joint Meeting w/Planning Commission)
b) February 17, 2009 (Shirtsleeve Session)
c) February 18, 2009 (Regular Meeting)
d) February 24, 2009 (Shirtsleeve Session)
e) February 24, 2009 (Special Meeting)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

Attachments

APPROVED: _____
Blair King, City Manager

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 11, 2009**

A. Roll call

Mayor Hansen called the Special Joint meeting of the City Council and Planning Commission to order at 6:30 p.m.

Present: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katakian, Council Member Mounce, Mayor Hansen, Planning Commission Vice Chair Cummins, Planning Commissioner Heinritz, Planning Commissioner Hennecke, Planning Commissioner Kirsten, Planning Commissioner Olson, and Planning Commission Chair Kiser

Absent: Planning Commissioner Mattheis

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

B. Public Hearings

B-1 Public Hearing to Receive Report and Recommendation on the Preferred General Plan Alternative (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Hansen called for the public hearing to receive report and recommendation on the Preferred General Plan Alternative.

City Manager King briefly introduced the subject matter of the Lodi General Plan update.

Interim Community Development Director Rad Bartlam introduced the consultant for the General Plan Amendment, Rajeev Bhatia.

Consultant Rajeev Bhatia of Dyett and Bhatia provided a PowerPoint presentation regarding the Lodi General Plan Update. Specific topics of discussion included the General Plan update process, sketch plans for public outreach, preferred plan, key concepts, land use framework, build out, and the next steps. Other topics of discussion included existing conditions and trends, planning issues, Planning Commission open house, outreach to community groups, compact urban form, preservation of existing neighborhoods, ag/cluster study area along the southern boundary, mixed-use centers and corridors and downtown, employment-focused development in the southeast, street connectivity and urban design, enhanced pedestrian and bicycle connections, recreation path along the irrigation canal row, phased future development, Mokelumne River as the City's northern edge, build out for population and housing and jobs, jobs and employed residents, the next steps, the preferred plan versus the sketch plans, and population growth projections.

In response to Council Member Hitchcock, Mr. Bhatia stated one of the four position papers considered economic assessment, looked at market conditions, and projected out the needs for commercial users including hotels. Mr. Bhatia stated local commercial needs are easier to project than regional commercial needs and the map does not indicate that the growth will actually happen but allows flexibility to consider the possibility. Mr. Bartlam stated the new commercial areas shown in red on the new map are shown as purple in the existing General Plan.

In response to Council Member Hitchcock, Mr. Bartlam stated the horizon for assessing regional needs is more likely on a 40-year basis rather than a 20-year basis and over the years jurisdictions have been taking advantage of planning around their transportation assets.

In response to Council Member Hitchcock, Mr. Bartlam stated where and how commercial growth happens will be market driven; although, it is difficult to assess regional commercial needs versus local needs.

In response to Council Member Hitchcock, Mr. Bartlam stated he is comfortable that the proposed concept for retail locations in communities will not create a blighted situation along Kettleman Lane because there is a suggestion to implement policy to deal with the specific corridors to revitalize them and make them more useful.

In response to Mayor Hansen, Mr. Bartlam stated retailers will do zip code analysis at checkout to assess where their business is coming from in connection with regional needs assessment. Mr. Hansen and Mr. Bartlam discussed the Lodi Memorial Hospital expansion as a region based project.

In response to Council Member Hitchcock, Mr. King confirmed that the policies will go to the Planning Commission for consideration as well. Mr. King stated what is being presented is the base with which to work and the policies, programs, and other pieces will follow.

In response to Mayor Hansen, Mr. Bartlam stated that, with respect to mixed-use and future expansions, neighborhoods are focusing on anchors such as schools and commercial, rather than only subdivisions. Mr. Bartlam stated for the anchors to work in the neighborhoods there must be pedestrian friendly accessibility to the services.

In response to Mayor Hansen, Mr. Bartlam stated that, while a neighborhood may not be as dense as it is in larger cities such as San Francisco, the general idea of a combination of a well-located clustering, such as an office, pizza parlor, and gas station, would be the same.

In response to Mayor Hansen, Mr. Bartlam stated there was no specific push back received to date on the possible recreation path along the canal, which may have been because people were not focused in on that particular piece.

In response to Mayor Hansen, Mr. Bartlam stated the land mass for the urban reserve area is approximately 400 additional acres.

In response to Council Member Johnson, Mr. Bartlam stated part of increasing the pedestrian levels is the convenience of the location of the services. Mr. Bartlam discussed two centers along Turner Road and the difficulty associated with crossing the street to access one while the other sits on a corner with good accessibility from properties adjacent to and across the street.

In response to Council Member Johnson, Mr. Bartlam stated a neighborhood center should not necessarily be located on a heavy traffic street because that location will already receive the vehicular traffic.

In response to Council Member Johnson, Mr. Bartlam stated he will bring back information regarding where this concept has been developed in recent years.

In response to Council Member Johnson, Mr. Bartlam stated the pattern of industrial uses is not consistent enough to go beyond Highway 12 at this point.

In response to Council Member Johnson, Mr. Bartlam stated Local Agency Formation Commission (LAFCO) justification issues are different and the projections are more based on the local realistic possibilities and expectations.

In response to Council Member Hitchcock, Mr. Bartlam stated that, while the laws are not mandating consistency with emissions regulations and the like, there is encouragement for consistency through ideas such as mixed-uses. Mr. King stated several agencies, including the League of California Cities and Institute for Local Government, are participating in a movement for pedestrian friendly communities as a part of the healthy cities initiative.

In response to Council Member Mounce, Mr. Bartlam stated that, in order to see better integration on the east side of town, it is important to have better economic incentives, such as density based incentives, to have the multi-family properties improve themselves.

In response to Council Member Mounce, Mr. Bartlam stated the difference in density with respect to the existing plan and new proposal is that the units may be from two to three in number instead of nine to ten. Mr. Bartlam stated the biggest difference would be magnitude and design.

In response to Council Member Hitchcock, Mr. Bartlam stated that, while the General Plan is not built based on redevelopment, there is an opportunity for benefit through redevelopment assisted programs.

In response to Council Member Johnson, Mr. Bartlam stated he does not believe that there is any reality for improvement based on providing a designation alone, as the improvements will come over time with some level of approved density and smaller conversions.

In response to Council Member Mounce, Mr. Bartlam stated Code Enforcement alone is not in itself an effective tool to shut down run down complexes; although, Code Enforcement coupled with redevelopment or other incentive programs may work.

In response to Council Member Mounce, Mr. Bartlam stated there may be some good examples of properties that were improved by Code Enforcement that were a matter of good circumstance but it is not necessarily successful as a continuing program on its own.

In response to Council Member Hitchcock, members of the Planning Commission provided comments about the General Plan. Commissioner Kirsten stated he felt it was the Commission's role to answer any specific questions the City Council had regarding the General Plan amendment and the process to date. Mr. Kirsten stated the industrial use came as a result of a compromise through a desire to have jobs and attract new businesses while retaining some flexibility for ranges and the proposed plan incorporates that concept. Commissioner Olson stated it is important to have flexibility for business growth and location when looking at a longer horizon. Commissioner Hennecke stated that, even though the City has not traditionally experienced the 2% growth, it is important to responsibly plan for the future just in case. Vice Chair Cummins stated the Commission looked at in depth the opportunities for planning for businesses that would create jobs and there was discussion of the proposed Delta College plans; although, that became moot at a later time. Chair Kiser stated the Commission looked at opportunities for salaries and jobs, arterials for bringing in product to the City, and mixed-use centers to reduce the carbon footprint. Commissioner Heinritz stated walking communities are a part of the past and the future and the Commission considered the opportunity for businesses within walking communities and provided the Tokay Street development as an example.

Mayor Hansen opened the floor for comments by the public.

Brett Jolley, representing Herum and Crabtree and the Armstrong Road property owners, spoke regarding his clients' concerns that the area between Harney Lane and Armstrong Road is being designated as the Armstrong Road study area and the current designation of PRR is being removed. Mr. Jolley urged the Council to maintain both designations simultaneously because the designations are not mutually exclusive. Mr. Jolley also discussed the benefit of not

expanding urbanization but planning for the future, maintaining the planning influence over the area, and honoring the intent of an infrastructure improvement agreement from 1992.

In response to Mayor Hansen, Mr. Jolley stated the issue was raised with the Planning Commission and the Planning Commission did not include it in the recommendation.

In response to Mayor Hansen, Mr. Bartlam stated the Planning Commission did take into consideration the PRR designation and decided to go ahead and study it as an alternative in the Environmental Impact Report (EIR) in order to maintain the flexibility to make a later designation. Mr. Bartlam stated designating something specific may send a mixed message.

In response to Council Member Johnson, Mr. Jolley stated he is not sure if there is a violation of the 1992 agreement. Mr. Jolley stated his clients agreed to pay money for infrastructure based on future growth, the City acknowledged it had a beneficial interest in that payment to service that area with future development, the agreement was based on the PRR designation in place at the time, and the status quo of that designation is preferred.

In response to Council Member Hitchcock, Mr. Bartlam stated the agreement has service boundaries currently consistent with the designations and the Harney Lane development. Chair Kiser confirmed that the matter can be studied and revisited as part of the EIR.

In response to Commissioner Kirsten, Mr. Jolley stated that, by the City not giving the area a specific designation of PRR, it may signal that the City is surrendering some of its control over that area regardless of whether it is the intent or not.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated the City has flexibility to study the area and as a part of that study can also review the PRR designation and then make a decision after the EIR is complete.

In response to Council Member Mounce, Mr. Bartlam stated the Council can technically study the clustering and AL-5 if it chooses as an alternative in the EIR and implement the same if things fall through with the County.

In response to Vice Chair Cummins, Mr. Bartlam stated during the City's lifetime the General Plan has only been amended a few times. Mr. Bartlam stated as a practical matter the General Plan can be amended up to four times per year.

In response to Council Member Hitchcock, Mr. Bartlam stated that, technically if things fell through with the County, the City could do a similar designation with clustered properties and annex the area into the City. Mr. Bartlam stated he is not sure of the LAFCO response to the same. Mr. Bhatia stated that type of an annexation generally has strong ties to service capabilities in the eyes of LAFCO. Mr. Bartlam stated what really gives him pause for LAFCO purposes is the area between Davis Road and I-5 and the Stockton General Plan.

In response to Commissioner Hennecke, Mr. Bartlam stated that, with respect to showing an area of interest and not really having the ability to do anything in the area immediately, he does not want the General Plan amendment process to be held up as a result of this matter.

In response to Council Member Mounce, Mr. Bartlam stated concerns about encouraging clustering and providing services are valid. Mr. Bartlam stated LAFCO is not eager to see areas in a specific plan unless they see services and financing connected with it and there would be pros and cons associated with the City creating and annexing the AL-5 proposed area.

In response to Chair Kiser, Mr. Jolley stated his clients are hopeful that the AL-5 cluster

designation will go through with the County, although they would like to preserve the PRR current designation for the area just in case it does not go through.

Jerry Fry stated he wanted to clarify that the property owners are working diligently with the County, although there is no guarantee, and if the PRR is retracted that will lock the zoning into agricultural and decrease property values.

In response to Council Member Hitchcock, Mr. Fry stated that, if talks fall through with the County, there would be a concern to the City annexing because of the services and he is not sure if the property owners would be amiable to that.

In response to Council Member Hitchcock, Mr. Fry stated annexing and AL-5 designation may not work with the property owners because of trust issues between the City and the property owners. Mr. Fry requested an overlay of the PRR designation and the study area be included in the proposed General Plan amendment.

Ann Cerney, representing Citizens for Open Government, stated she was present to register her appearance and state for the record that her previously stated position on the matter remains unchanged.

Pat Patrick, representing the Lodi Chamber of Commerce, spoke in regard to including more references illustrating Lodi as a wine tourism destination, drawing in wineries outside of the City limits in all directions to emphasize the destination, providing LAFCO with an overview of the City's area of interest based on its vision, the plan size based on the City's size, and developments stopping mid-way because of the economy downturn.

Discussion ensued between Council Member Hitchcock and Mr. Patrick regarding what is not needed as shown in the phased future development including the dotted areas and specifically zoned areas and planning responsibly by showing the 2% growth based on the City's ordinance.

In response to Council Member Hitchcock, Mr. Bartlam stated the area of interest concept is unique to San Joaquin LAFCO and not accepted anywhere else in the State. Mr. Bartlam stated it is his understanding that a request to show an area of interest would be taken with the General Plan amendment to LAFCO; although, it would not apply to County land use. Mr. Bartlam also emphasized the good existing relationship between the City and County whereby notices are provided by one another regularly if there is something affecting the jurisdiction. Mr. King suggested staff can agendize a presentation regarding areas of interest by LAFCO if the Council so desires.

In response to Council Member Johnson, Mr. Patrick stated he would not propose any changes to the urban reserve designation on the eastern boundary because it is a good industrial area.

Discussion ensued between Council Member Mounce and Mr. Bartlam regarding dictating which areas have the highest priority for developing in the current plan including south of Harney Lane and the western area. Mr. Bartlam stated the City's current policies will need to be reflected regardless of whether the growth happens or not.

In response to Council Member Johnson, Mr. Bartlam stated that, with respect to realistically coming close to what the plan has illustrated, no one can predict the economy and everything in color shows about 1.5% growth over the next 20 years.

A brief discussion ensued between Commissioner Hennecke and Council Member Johnson regarding the market coming back, housing conditions, and acceleration over the long term.

In response to Commissioner Heinitz, Mr. Bartlam and Mr. Schwabauer confirmed that the law and the Department of Housing and Community Development requires the General Plan to show the possibilities of growth in order to remain eligible for funding purposes.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated the northwest corner is not squaring up to Turner Road because of the circulation based around the Woodbridge Irrigation District canal and access. Mr. Bartlam stated the area needed to show full connectivity, which is present without the corner, and there are flood plain concerns as well.

Jane Wagner-Tyack spoke regarding her concerns about potable water, increases in water acreage, declines in groundwater, and the possible build outs relying heavily on the new treatment plant.

Lorinda Jonard spoke regarding her concerns about incorporating sustainable communities into the amendment, including housing choices, sustainable materials, use of agricultural land versus in-fill, transportation and walkability, economy and education, and maintaining the small town feel. Mr. Bartlam and Mr. King confirmed that sustainability principles are incorporated throughout the seven elements, rather than being called out as an individual element.

Jeffrey Kirst spoke regarding his concern for housing shortages in three years in the County based on a recent paper from the San Joaquin Council of Governments. Mr. Kirst stated the 2% rate was a good idea and it should be maintained and planned for in the amendment.

Ron Kelly spoke regarding his preference to see good continued growth as already planned.

Lorinda Jonard provided a few additional comments regarding water conservation, permissible parking lots, and a multi-leveling parking structure for residential uses.

In response to Mayor Hansen, Mr. Bartlam stated staff is projecting late fall for final consideration, during which time the policies and EIR will be done. Mr. Bartlam stated this baseline work is done, a preferred plan is now needed to analyze, and the draft EIR should come in late spring or mid summer.

Council Member Hitchcock made a motion, second by Council Member Mounce, to move forward with the Preferred General Plan Alternative as recommended.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C. Adjournment

There being no further business, the meeting was adjourned at 9:46 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 17, 2009**

The February 17, 2009, Informal Informational Meeting (“Shirtsleeve” Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 18, 2009**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 18, 2009, was called to order by Mayor Hansen at 6:00 p.m.

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

Absent: Council Member Hitchcock

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

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Hansen adjourned the meeting to a Closed Session to discuss the above matter.

The Closed Session adjourned at 6:48 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:02 p.m., Mayor Hansen reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

Item C-2 (a) was discussion only and is agendaized as a Regular Calendar item on the agenda.

A. Call to Order / Roll call

The Regular City Council meeting of February 18, 2009, was called to order by Mayor Hansen at 7:02 p.m.

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

Absent: Council Member Hitchcock

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

B. Invocation - Pastor Marianne Weethee, Heartland Community Church

C. Pledge of Allegiance

D. Presentations

D-1 Awards - None

D-2 Proclamations - None

D-3 Presentations - None

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hitchcock

E-1 Receive Register of Claims in the Amount of \$2,585,282.76 (FIN)

Claims were approved in the amount of \$2,585,282.76.

E-2 Approve Minutes (CLK)

The minutes of February 3, 2009 (Shirtsleeve Session), February 4, 2009 (Regular Meeting), February 10, 2009 (Shirtsleeve Session), and February 10, 2009 (Special Meeting) were approved as written.

E-3 Approve Issuance of Request for Proposals and Authorize Advertisement to Provide Ground Water Monitoring/Reporting Services (PW)

Approved the issuance of request for proposals and authorized advertisement to provide ground water monitoring/reporting services.

E-4 Adopt Resolution Awarding Contract for Wastewater Infrastructure Replacement Program (Project No. 4) to Pipenology, Inc., of Rocklin (\$845,260), and Appropriating Funds (\$990,000) (PW)

Adopted Resolution No. 2009-17 awarding the contract for Wastewater Infrastructure Replacement Program (Project No. 4) to Pipenology, Inc., of Rocklin, in the amount of \$845,260, and appropriating funds in the amount of \$990,000.

E-5 Adopt Resolution Authorizing Additional Task Orders with Treadwell & Rollo Regarding PCE/TCE Cleanup and Appropriating Funds (\$261,000) (PW)

Adopted Resolution No. 2009-18 authorizing additional task orders with Treadwell & Rollo regarding PCE/TCE cleanup and appropriating funds in the amount of \$261,000.

E-6 Accept Improvements under Contracts for Heating, Ventilation, and Air Conditioning Equipment for Lodi Public Library (PW)

Accepted improvements under the "Heating, Ventilation, and Air Conditioning Equipment for Lodi Public Library" contracts.

E-7 Adopt Resolution Increasing Parking Fines for both the Lodi Municipal Code and California Vehicle Code Sections (PD)

This item was pulled by Council Member Johnson for further discussion. Council Member Johnson stated that he recently noticed that the City's parking citations are being processed through an outside agency. Mr. Johnson requested that Deputy City Manager Ayers look into the possibility of paying for the citations electronically through the City directly, as is the case with Finance and Electric Utility payments, and provide information to the Council regarding the relevant costs and options.

Council Member Johnson made a motion, second by Council Member Mounce, to adopt Resolution No. 2009-19 increasing parking fines for both the Lodi Municipal Code and California Vehicle Code Sections.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hitchcock

E-8 Set Public Hearing for March 4, 2009, to Consider the Building Division Cost Analysis Study and Adopt Fee Schedule (CD)

Set public hearing for March 4, 2009, to consider the Building Division Cost Analysis Study and adopt fee schedule.

E-9 Set Public Hearing for March 18, 2009, to Adopt Federal Fiscal Year 2009 Program of Transit Projects (PW)

Set public hearing for March 18, 2009, to adopt Federal Fiscal Year 2009 Program of Transit Projects.

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

Kathy Harris spoke in favor of Measure W based on the possible benefit to small businesses, including her own, and similarities of the benefits that have occurred in the city of Manteca.

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

Council Member Mounce commended Ashley Bedi on receiving the prestigious "Youth of the Year" award and provided an overview of her positive efforts in the community.

Council Member Johnson provided an overview of an October 8 letter from Chris Norby referring to the positive effect redevelopment has had on the baseball field community in and around Angel

Stadium in Anaheim without the use of eminent domain. Mr. Johnson also commended the Westlake Dry Cleaners for providing services to unemployed residents preparing for interviews.

Mayor Hansen encouraged all citizens to vote on March 3, 2009, at the Special Election for Measure W. Mr. Hansen stated the Celebration on Harvest art piece was coming along well and will be a nice addition to the City. Mr. Hansen also reported on his attendance at the San Joaquin Council of Governments Executive Committee and Project Delivery meetings and the Northern California Power Agency Law and Regulatory meeting where the topics of discussion continued to be the shortfalls in the respective budgets and the ongoing efforts to make up for those shortfalls through cuts.

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

City Manager King reported that the City Council appointees are offering an unpaid furlough day and waiver of deferred compensation match for the next 16 months to assist with the budget. Mr. King also provided a brief overview of Health and Safety Code Section 33675, which sets forth the redevelopment related reporting requirements with the State Controller's office.

I. Public Hearings - None

J. Communications

J-1 Claims Filed Against the City of Lodi - None

J-2 Appointments - None

J-3 Miscellaneous - None

K. Regular Calendar

K-1 Receive 2008 Annual Report from the Lodi Animal Advisory Commission (PD)

City Manager King briefly introduced the subject matter of the Annual Report.

Lt. Bryan Noblett briefly introduced Commission Member Rose Hilliard to present the Annual Report for 2008 for the Lodi Animal Advisory Commission.

Commission Member Hilliard provided a PowerPoint presentation regarding the Annual Report for 2008 of the Lodi Animal Advisory Commission. Ms. Hilliard specifically discussed Commission background, powers and duties, accomplishments for the first year, findings on animal services, euthanasia statistics, dispositions of dogs and cats, shelter hours of operation, holdings areas and operations at the shelter, spay and neuter opportunities, funding concerns, ten essential programs and services, need for written policies, and recommendations for Council action regarding the feral cat management program, additional staffing for various tasks at the shelter, and Commission goals for 2009.

In response to Council Member Johnson, Animal Services Supervisor Dianne Barney stated there are animals received from outside the City from time to time but those occasions are far and few in between.

In response to Council Member Mounce, Lt. Noblett stated the grates previously approved by the City Council are due to be installed in the next two to three weeks. Lt. Noblett also stated the funding has been allocated for the other repairs suggested by the Council previously and staff is moving forward on that as well.

In response to Mayor Hansen, Ms. Hilliard stated one of the findings of the Commission is that the entrance signage to the shelter is confusing and there are no specific suggestions regarding the same at this time.

In response to Mayor Hansen, Ms. Hilliard stated the effective time of a targeted spay and neuter program is dependent upon efforts put into program initially. She provided the example of the city of San Francisco, stating results are probably visible within one to two years and a community needs to sterilize 70% of the community's animals to see actual results.

Council Member Mounce and Mayor Hansen commended the Commission on their efforts in presenting the annual report. Mayor Hansen suggested that staff provide a status report in next year's annual report on the ongoing improvements occurring at the animal shelter, such as the grating.

K-2 2008-09 Mid-Year Budget Adjustments (CM)

a) Adopt Resolution Approving Fiscal Year 2008-09 Mid-Year Budget Adjustments

b) Adopt Resolution Approving: 1) Modifications to Memorandums of Understanding (MOU) for Police Officers Association of Lodi, Lodi Police Dispatcher's Association, and Lodi Police Mid-Management Organization; 2) Modifications to MOU for Lodi Professional Firefighters; 3) Modifications to Fire Mid-Management Statement of Benefits; 4) Modifications to MOU for Lodi City Mid-Management Association; and 5) Modifications to Unrepresented Confidential Benefits and to Executive Management Contracts and Statement of Benefits; and Further approve Modifications to MOUs for AFSCME Council 57 Local 146-AFL-CIO General Services and Maintenance & Operations and International Brotherhood of Electrical Workers Should an Agreement be Reached Prior to Council Meeting

c) Authorize City Manager to Post Cost to Grant Two Years Service Credit to Specified Classifications Under Government Code Section 20903

City Manager King provided a brief introduction to the subject matter of the fiscal year 2008-09 mid-year budget.

City Manager King and Deputy City Manager Ayers provided a PowerPoint presentation regarding the Fiscal Year 2008-09 mid-year budget. Specific topics of discussion included net equity extraction comparisons with disposable income comparisons, annual percentage changes in retail sales, major industry groups variances, job losses in recent recessions, unemployment rates for the City, County, and State, changes in payroll employment, General Fund shortfall of \$1,440,077, Police Department variance for \$356,000, Fire Department variance for \$442,555, employee contributions for \$596,350, management adjustments for \$481,970, financial goals and targets, General Fund statements, Community Development Fund statements, overview of cooperation from bargaining groups including the Police Officers Association, Police Mid-Management, Police Dispatchers, Lodi Professional Firefighters, Fire Mid-Management, International Brotherhood of Electrical Workers (IBEW), General Services and Maintenance and Operators, City Mid-Management Association, Management/Confidential, and Executive Management appointees, the Service Credit Program, Budget and Finance Committee recommendations, and summary of the actions requested.

In response to Council Member Mounce, Mr. King stated the City Council policy is 15% minimum General Fund reserves, which is industry standard, and one reason to have that amount is to support the City in the event of a major catastrophe. Mr. King stated it is also based on what is

needed operationally for the City for three months and is an amount that is needed for cash flow purposes.

In response to Council Member Johnson, Mr. King stated that, with respect to an Electric Utility reserve, the City Council previously considered a report and set the reserve for \$13 million, which staff saw as a benchmark position. Mr. King stated now the reserve for Electric Utility is at that figure, there will need to be a consideration of whether the City needs to go beyond that figure, and if so, in what amount, and what will that be based on.

In response to Council Member Johnson, Mr. King stated from staff's perspective and for the rating agency purposes, the \$13 million figure for a \$70 million asset is probably low. Electric Utility Director George Morrow stated the reserve amount for the Electric Utility will not get to the \$13 million figure in the current year because, while the first quarter numbers are high, they will level out over the next few quarters and there are costs with the new Lodi Energy Center.

In response to Council Member Mounce, Mr. Morrow stated the Energy Cost Adjustment is recovering costs only and not contributing to the reserves. Council Member Mounce requested information about the industry standard for electric utility reserves.

In response to Council Member Johnson, Mr. Morrow stated it is important to keep the rating agencies happy with the reserves as currently the Electric Utility has a triple B+ with Fitch and there is room for improvement. Mr. King also stated the letter of credit remains in place for the rating purposes.

Brad Doell, on behalf of the Lodi Professional Firefighters, spoke regarding concerns about service levels to the public, including response times, as a result of overtime reductions and proposed staff reductions from 15 to 12. In response to Council Member Johnson, Mr. Doell stated he does not have an alternative to the proposal but did want to bring forth the concerns. In response to Mayor Hansen, Mr. Doell stated that he understood that the public would see service levels affected through all departments as the proposed cost savings measures are implemented. In response to Council Member Mounce, Mr. Doell stated that, while there is a call back option for emergencies, it is voluntary with a low level of participation and rank is relevant for operating equipment.

Peter Iturraran, representing Lodi Professional Firefighters, stated he would like to reiterate the comments provided by Brad Doell. He also stated he was concerned about the possible negative effects on the levels of service provided to the public in light of the proposed recommendations, but appreciates the difficulty of the decision. In response to Council Member Johnson, Mr. Doell and Mr. Iturraran stated the mutual aid, which is based on call stacking, is effective at times; although, the specialization on a particular call out may be lacking. They stated automatic aid works automatically upon dispatch, rather than upon the request of an agency, and often results in service being provided to those outside the jurisdiction.

In response to Council Member Johnson, Mr. Doell stated the firefighters were not in favor of the initial overtime reductions proposed previously and the plan to hire more people to reduce those hours.

Mayor Hansen requested that a status report be provided at the next Council meeting as to the funding for the Downtown Lodi Business Partnership and the San Joaquin Partnership in light of the recommendations from the Budget and Finance Committee.

Council Member Mounce asked that it be noted for the record that she will not be able to support the recommendations as proposed unless the change regarding the staffing levels from 15 to 12 for the Fire Department only reflect the current budget year and not the next year also.

In response to Council Member Johnson, Mr. King stated the projections for the next budget year reflect a shortfall of approximately 8%.

Mayor Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2009-20 approving: 1) modifications to Memorandums of Understanding (MOU) for Police Officers Association of Lodi, Lodi Police Dispatcher's Association, and Lodi Police Mid-Management Organization; 2) modifications to MOU for Lodi Professional Firefighters; 3) modifications to Fire Mid-Management Statement of Benefits; 4) modifications to MOU for Lodi City Mid-Management Association; 5) modifications to unrepresented Confidential benefits and to Executive Management contracts and Statement of Benefits; and 6) modifications to MOUs for AFSCME Council 57 Local 146-AFL-CIO General Services and Maintenance & Operations and IBEW.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: Council Member Hitchcock

Mayor Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2009-21 approving fiscal year 2008-09 mid-year budget adjustments.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: Council Member Hitchcock

Mayor Hansen made a motion, second by Council Member Johnson, to authorize the City Manager to post cost to grant two years service credit to specified classifications under Government Code Section 20903.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hitchcock

K-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Phase I Demolition Work at the Grape Bowl, 221 Lawrence Avenue (PR)

City Manager King briefly introduced the subject matter of the proposed demolition at the Grape Bowl.

Interim Parks and Recreation Director Jim Rodems provided an overview of the demolition process, the availability of funding sources through the County, and the timeline for demolition commencing April 1 for funding purposes.

In response to Mayor Hansen, Mr. Rodems stated Phase I is estimated at the high end at approximately \$2 million not taking into account the current bid environment and components may be adjusted to pricing based on the actual bid received.

In response to Mayor Hansen, Mr. Rodems stated there is approximately \$740,000 in funds already and the current action does not involve project approval, but only putting the costs on the street for demolition purposes.

In response to Council Member Johnson, Mr. Rodems stated the proposed action helps get the project shovel ready for the April 1 date for funding and to get the City into a position to be able to make some decisions on the project. Mr. King stated they will confirm the funding availability with the County.

Eric Vanderlans spoke regarding his concerns about the ability to finish the project once it is started and the usefulness of the money being spent on something other than the Grape Bowl facility. In response to Mr. Vanderlans, Mayor Hansen stated the money from the County must be spent on the Grape Bowl because it is a part of the agreement.

Ann Cerney spoke regarding her concerns about California Environmental Quality Act (CEQA) application and potential costs for the overall project. City Attorney Schwabauer stated CEQA would not apply to the proposed action because it is a minor overall improvement and must be done for Americans with Disabilities Act (ADA) compliance. Mr. Schwabauer also stated the pre-commitment case law would not apply because the City does not have the money to commit itself to the project and is therefore not doing so.

City Manager King provided an overview of the proposed action before the City Council at the current time and specifically discussed the pending approval of the plans and specifications for demolition related to ADA improvements, Community Development Block Grant funding from the City and County for ADA accessibility, the City's obligation to make the facility handicap accessible or in the alternative surplus the property, the volunteer committee's money being available for general usage on the project, and the relevant timing of the action to capture the County funding.

In response to Mayor Hansen, Mr. Rodems confirmed the amount raised by the volunteer committee is approximately \$118,000.

In response to Mayor Hansen, Mr. Rodems confirmed that the \$2 million figure is to address the ADA improvements as previously approved by the City Council, a proposal for a synthetic field was going through the Parks and Recreation Commission to make the field accessible all year round at approximately \$3 million, and the goal is to turn the facility into a self-funding revenue generating facility.

Council Member Mounce stated she will support the recommended action because it is for ADA improvements only.

Mayor Hansen made a motion, second by Mayor Pro Tempore Katzakian, to approve the plans and specifications and authorize advertisement for bids for Phase I demolition work at the Grape Bowl, 221 Lawrence Avenue.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hitchcock

K-4 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$107,549) (CA)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to approve expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation in the amount of \$107,549, as further detailed in the staff report.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hitchcock

L. Ordinances

L-1 Ordinance No. 1819 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal (Adopt) Code by Repealing and Reenacting Chapter 13.12, 'Sewer Service,' in its Entirety" (CLK)

Council Member Mounce made a motion, second by Council Member Johnson, to (following reading of the title) waive reading of the ordinance in full and adopt and order to print Ordinance No. 1819 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code by Repealing and Reenacting Chapter 13.12, 'Sewer Service,' in its Entirety," which was introduced at a regular meeting of the Lodi City Council held February 4, 2009.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Hitchcock

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:21 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 24, 2009**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 24, 2009, commencing at 7:25 a.m.

Present: Council Member Hitchcock, Council Member Johnson, and Mayor Pro Tempore Katzakian

Absent: Council Member Mounce, and Mayor Hansen

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

B. Topic(s)

B-1 Presentation on Draft City of Lodi Grapeline Short-Range Transit Plan (PW)

City Manager King provided a brief introduction to the subject matter of the Short Range Transit Plan.

Public Works Director Wally Sandelin briefly introduced the subject matter of the Lodi Grapeline Short Range Transit Plan for fiscal year 2008-09 to 2017-18. Mr. Sandelin also introduced Jeffrey Flynn of Nelson Nygaard to make the presentation.

Jeffrey Flynn provided a PowerPoint presentation regarding the Short Range Transit Plan. Specific topics of discussion included what is the Short Range Transit Plan, the Grapeline today, fixed route trends, ride check, passenger survey, Dial-A-Ride, productivity versus coverage, coverage scenario for one to two years, coverage scenario for more than two years, weekend service, service plan summary, operating plan, capital plan, and the next steps.

In response to Council Member Johnson, Mr. Flynn stated there has been a large drop in ridership over the last six years and the trend is now reversing.

In response to Council Member Johnson, Mr. Flynn stated the current rate of fair recovery is 13%.

In response to Council Member Johnson, Mr. Flynn stated the operating costs have fallen, while service hours have not fallen as quickly. Mr. Flynn stated the overall ridership is falling more than the service hours.

In response to Council Member Hitchcock, Mr. Flynn stated most jurisdictions are coverage driven, unless they are a larger city, rather than ridership based, because the goal is to effectively move people.

In response to Council Member Johnson, Mr. Flynn stated the school driven service is generally one heavy trip in the morning and one in the afternoon; although, there is service throughout the day in case of late arrival or early departure.

In response to Council Member Hitchcock, Mr. Flynn stated reduced ridership is one reason for proposing a new service that will stop in the Wal-Mart shopping center in addition to the four corners stop on Kettleman Lane and Lower Sacramento Road.

In response to Mayor Pro Tempore Katzakian, Traffic Engineer Paula Fernandez stated the new Wal-Mart drop off is right next to the facility.

In response to Council Member Johnson, Mr. Flynn stated the Safeway and Target stop is on the southeast corner at Lower Sacramento Road and Kettleman Lane near the existing Regional Transit District stop.

In response to Council Member Hitchcock, Mr. Sandelin stated going through the congested areas of shopping areas does impact timeliness of stops and the more likely solution may be improved pedestrian access from the stops to the facilities by way of the developers.

In response to Council Member Johnson, Mr. Flynn stated the funding should remain the same and possibly increase ridership for the two way routes.

In response to Mayor Pro Tempore Katzakian, Mr. Flynn stated it will take 45 minutes to go all the way around Lodi with two buses each going the opposite direction.

In response to Council Member Hitchcock, Mr. Flynn stated the expansion costs include recovery costs for ridership.

In response to Council Member Hitchcock, Mr. Sandelin stated the program is fully funded and there is no General Fund subsidy for the program.

In response to Council Member Hitchcock, Mr. Flynn stated the two percent figure is based on variables and averages from San Joaquin Council of Governments (SJCOG) revenue projections for the entire area.

In response to Council Member Hitchcock, Mr. Sandelin confirmed that the City of Lodi was the only other agency other than SJCOG and the city of Stockton in the County that receives funding for its fixed route system and other agencies may be looking toward that in the future.

In response to Mayor Pro Tempore Katzakian, Mr. Flynn and Ms. Fernandez stated the current fare for the fixed route system is \$1 and Dial-A-Ride is \$5. Mr. Flynn stated that, while the current system projections are sufficient to handle ridership for the City for the next ten years, it is important to review the program and recovery costs annually.

In response to Council Member Hitchcock, Mr. Flynn stated Transportation Development Act funding is transit dollars and if all the requirements and needs are met, extra funding may be applied to streets as is the case in other jurisdictions.

In response to Council Member Johnson, Mr. Flynn stated that, while 20% of fair box recovery is the goal, Measure K funding makes up the difference from the City's recovery of 13.7% and the 20% goal.

In response to Mayor Pro Tempore Katzakian, Mr. Flynn stated the fuel costs for last year were higher and the projections are based on the higher last year number, which should cause the numbers for the current year to be less.

Kathy Grant spoke regarding her concern for the cost of field trips and transportation of students to the Lodi Lake Nature Center, the difficulty of reading the map and directions, and three schools not being served by the proximity of the bus stops. Mr. Sandelin stated a chapter in the plan does address marketing to make the service more user friendly.

A brief discussion ensued between Ms. Grant and Council Member Hitchcock regarding the

availability of transportation services for students through the City and School District and the related costs for each option. Mr. Flynn stated he would strongly urge the City not to provide a student only based service because of the costs and regulations that come with that particular type of service.

In response to Myrna Wetzel, Mr. Flynn stated there is plenty of room for growth on Dial-A-Ride for the next ten years. Mr. King stated the goal is to get people off of Dial-A-Ride and to fixed route or paratransit service in light of the costs associated with the same.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:16 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 24, 2009**

A. Roll call

The Special City Council meeting of February 24, 2009, was called to order by Mayor Pro Tempore Katzakian at 7:06 a.m.

Present: Council Member Hitchcock, Council Member Johnson, and Mayor Pro Tempore Katzakian

Absent: Council Member Mounce, and Mayor Hansen

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

B. Closed Session

B-1 Actual Litigation: Government Code §54956.9(a); One Case: City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al., San Francisco Superior Court, Case No. CGC-05-441976

B-2 Threatened Litigation: Government Code §54956.9(b); One Case: Potential Suit - Gottschalk v. City of Lodi Regarding Alleged Lien on Donovan Settlement

At 7:06 a.m., Mayor Pro Tempore Katzakian adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 7:23 a.m.

C. Return to Open Session / Disclosure of Action

At 7:23 a.m., Mayor Pro Tempore Katzakian reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items B-1 and B-2 were discussion only.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:23 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve the issuance of a Request for Proposal (RFP) from qualified consultants to prepare an Environmental Impact Report for the Electric Utility Department Power Line Project

MEETING DATE: March 4, 2009

PREPARED BY: Community Development Director

RECOMMENDED ACTIONS: Authorize the City Manager to solicit proposals from qualified consultants to prepare an Environmental Impact Report for the Electric Utility Department 60 KV Power Line Project.

BACKGROUND INFORMATION: The City of Lodi Electric Utility Department is proposing to construct a new 60 KV power line from the White Slough area to the City. The line would extend five to six miles depending on final route, with most of the line constructed outside of the City limits.

The construction of this type of power line is considered a project under the California Environmental Quality Act. Based on the potential for controversy and out of an abundance of caution, staff feels it is prudent to engage the services of a consultant to prepare the required document.

The Request for Proposal is attached. Proposals will be due on March 31, 2009. We anticipate the preparation of the document to take up to 10 months. Staff will return to the City Council with a recommendation to award the contract.

FISCAL IMPACT: There will be no fiscal impact to the City's General Fund. The cost of the Environmental Impact Report will be charged to the Electric Utility Department.

FUNDING AVAILABLE: Funding for this work will be coming from CIP Account 161687. An appropriation will be made at contract award.

Konradt Bartlam
Community Development Director

Cc: George Morrow, Electric Utility Director

Attachment:

1. Request for Professional Services Letter

APPROVED: _____
Blair King, City Manager

CITY COUNCIL

LARRY D. HANSEN, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
SUSAN HITCHCOCK
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

Community Development Department
CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6714 – Building
(209) 333-6711 – Planning & Community Improv
(209) 333-6842 - Fax
www.lodi.gov

BLAIR KING, City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

REQUEST FOR PROFESSIONAL SERVICES

March 4, 2009

The City of Lodi invites your firm to respond to a Request for Proposal (RFP) to prepare an Environmental Impact Report (EIR) for the City of Lodi Electric Utility "Lodi West 60 KV Power Line Project". The following is a general description of the project and scope of work.

PROJECT DESCRIPTION

The City of Lodi Electric Utility Department is proposing to construct a new 60 KV power line that will provide the City of Lodi with an alternative source of electric supply. Currently, the City has a single source of electrical supply, a line that runs east from the City to a PG&E substation several miles out in the County. This line has experienced several failures in the past years that have resulted in the loss of power to the entire City. In order to insure a more reliable supply of electricity, the City is proposing to construct an additional power line that will connect the City to the regional power grid at a second location, providing an alternate electric supply in the case of an accidental interruption of one of the lines.

The plan is to construct a new line west from the City to a location adjacent to the major statewide distribution lines that run parallel to Interstate 5 (I-5). The line would extend 5 to 6 miles depending on the final route, with most of the line constructed outside of the City limits. The majority of the route will be across agricultural areas located within the jurisdiction of San Joaquin County. The preferred routes will terminate at the City's White Slough Wastewater Treatment Facility property located adjacent to and west of I-5. From this location, the new power line can tie into the statewide power grid. The White Slough property is a non-contiguous part of the City Lodi.

The Electric Utility Department (EUD) has done at least two route studies that analyze various possible routes and discuss the pros and cons of the alternative routes. They have also conducted several scoping sessions with various public and private agencies; as well as affected landowners to get feedback on the project and determine what permits will be required. This information can be utilized as back round for the EIR preparation. We have included one of the studies that briefly summarize the various routes and has a project description.

GEOGRAPHIC SCOPE

The area that will be analyzed will be the area west of the City of Lodi, between the current City limits and I-5. This is a largely rural agricultural area planted in vineyards, row and field crops. There are scattered residences, particularly adjacent to roadways and some small wineries and other agricultural related businesses. There are also two small private airports and State Highway 12 that crosses the area. The City has looked at seven alternative routes but has selected a preferred route and a couple of possible alternatives

EXPECTATIONS OF CONSULTING SERVICES

The City of Lodi is seeking a professional consultant firm to provide environmental services for the proposed project. The City anticipates the need to prepare an EIR that analyzes the impacts of the

proposed power line projects. The EIR will focus on the preferred route but will also include a brief analysis of alternative routes. The consultant will be responsible for all aspects of the EIR process beginning with the NOP/IS through certification of the Final EIR by the City Council. The scopes of work are described in detail below.

1. PROJECT INITIATION

The consultant will meet with the City of Lodi staff to initiate the environmental process, to clarify the project description, to identify key stakeholders and issues and to brainstorm work program elements. Upon approval, the consultant firm will regularly coordinate with City staff to manage work flow and budget expenditures. Meetings can be in-person or by conference call depending on what is determined to be most efficient. Prior to contract initiation, City staff and consultant will finalize the scope of work, budget and schedule for the project.

2. NOP/IS PREPARATION AND SCOPING MEETING

The consultant shall prepare an NOP and Initial Study that shall be distributed to all responsible agencies, affected property owners and interested parties. The consultant shall be responsible for all printing and mailing of the NOP/IS. Following the notification period, the City will conduct a Scoping Meeting that will be attended by the consultant.

3. DATA COLLECTION

The consultant will review all planning and technical documents provided by the City relevant to the project area in order to understand the project context. The City will also provide the consultant with any available electronic mapping/GIS files of the project area.

4. PREPARE ENVIRONMENTAL IMPACT REPORT

An EIR will be prepared that provides an environmental analysis on the power line routes and identify all potential environmental impacts. In preparing the EIR, the consultant will analyze project impacts and suggest mitigation measures as necessary to alleviate potentially significant impacts. A full-scope EIR will be prepared which includes the Notice of Preparation, an Initial Study, an Administrative Draft EIR, a Public Review Draft EIR, a Notice of Availability, a Final EIR/Response to comments and a Notice of Determination. The consultant shall be prepared to provide two rounds of review for both the Administrative Draft and Final EIR/response to comments.

The consultant will prepare a screen check Draft EIR for City staff review prior to preparing the Draft EIR for distribution. The City will review the screen check Draft EIR and make their corrections or comments on the documents and transmit them to consultant. The consultant will incorporate the comments into the Draft EIR that will be distributed.

The consultant will be responsible for delivering the required number of documents to the State Clearinghouse along with a Notice of Completion for the required distribution. Concurrently, the consultant will prepare a Notice of Availability of the Draft EIR for the City to publish, distribute and post with the County Clerk.

Following the completion of the public review period on the Draft EIR, the consultant will prepare responses to all comments that were received regarding the Draft EIR. The consultant will coordinate all responses with City staff to insure that responses are consistent with the City's approach.

5. PREPARE A MITIGATION MONITORING PROGRAM

A Mitigation Monitoring Program must be prepared as part of the Final EIR. The Mitigation Monitoring Program will identify the required mitigation measures, the party responsible for implementing the mitigation, and the timing and method of monitoring compliance. The consultant shall coordinate the preparation of the Mitigation Monitoring Program with City staff to insure agreement with the monitoring program.

6. MEETING ATTENDANCE

The EIR consultant may be required to attend a meeting with outside public agencies to provide environmental information relative to required permits or approvals. The consultant may also be required to attend a meeting with property owners or other members of the public to explain the EIR document or process. These meetings can be shown as a separate line item and budgeted on a time and materials basis.

7. PRESENTATIONS AND STAFF REPORTS TO THE PLANNING COMMISSION AND CITY COUNCIL

Hearings will be held before the Planning Commission and City Council. For the purposes of this proposal, the consultant should anticipate at least four (4) public hearings (2 Planning Commission, 2 City Council). Each meeting shall be separated into its own line item in the event that fewer meetings are needed. The consultant will prepare all necessary background reports and graphics; and make presentations to the Planning Commission and City Council, as needed. The consultant shall be prepared to meet with City staff via telephone and/or in person on a periodic basis or as needed until the work is complete.

8. DELIVERABLES

The consultant will prepare and deliver four (4) bound, one (1) master reproducible copy and one (1) electronic version to the City for each round of staff review. The consultant will also provide the City with 25 hardcopies of both the Draft EIR and the Final EIR for distribution, including all required attachments; one (1) unbound reproducible master copy and one (1) electronic version of both documents. The consultant shall include a budget of 5% of gross bid for reproduction and distribution costs.

BUDGET AND TIMING

The City is seeking a firm that can provide a thorough and legally defensible EIR while respecting the City's fiscal constraints and project schedule. The City anticipates having the project EIR complete within twelve (12) months of contract execution. In this review process, staff is requesting proposals from firms that are the most qualified to complete the said tasks within the budget and timeline requested. After a review of the proposals, staff will recommend a firm to the City Council from those responding.

SUBMITAL DUE DATE

The deadline for submittal will be no later than 5:00 p.m. on Thursday, March 31, 2009.

Please submit three hard copies and one CD of the complete response package with the following materials:

- Proposed Scope of Work, including estimated time for completion of milestones.
- Company/Team Bio (brief)
- Relevant Prior Projects/Experience
- Schedule and Timetable
- Budget

If you have any questions regarding the project please do not hesitate to call David Morimoto at (209) 333-6711 or e-mail at dmorimoto@lodi.gov.

Sincerely,

Konradt Bartlam
Interim Community Development Director

Attachment: Route Description report



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District 2003-1, Fiscal Year 2009/10

MEETING DATE: March 4, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for maintenance of the Lodi Consolidated Landscape Maintenance Assessment District 2003-1 for Fiscal Year 2009/10, July 1, 2009 through June 30, 2010.

BACKGROUND INFORMATION: This project provides for the contract landscape maintenance of the Lodi Consolidated Landscape Maintenance Assessment District 2003-1. This contract will cover Zones 1, 2, 5, and 6. Zones 3, 4, 7, 9, 10, and 12 do not have landscape to maintain. The current contract is just under \$27,000. The new contract estimate is anticipated to be less than \$30,000 for 12 months. The maintenance work covered under this contract is limited to the landscape and irrigation improvements along the reverse frontage areas of the subdivisions in these zones. The assessment costs for the maintenance zones were based on weekly maintenance.

The specifications are on file in the Public Works Department. The planned bid opening date is March 19, 2009.

FISCAL IMPACT: The money for this maintenance contract is provided by the various assessment revenue accounts of Lodi Consolidated Landscape Maintenance Assessment District 2003-1 and does not come out of the General Fund.

FUNDING AVAILABLE: Funding comes from Lodi Consolidated Landscape Maintenance Assessment District 2003-1 various assessment revenue accounts.

Project Estimate: \$30,000
Budgeted: 2009/10 fiscal year

F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager
FWS/GMB/CJ/dsg
cc: F. Wally Sandelin, Public Works Director
George M. Bradley, Streets & Drainage Manager

APPROVED: _____
Blair King, City Manager



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Contract Addenda with 360 - CA Schrock Architects, of San Francisco, for Grape Bowl Phase 1 Renovation Project Consistent with Prior City Council Approval of 2007/08 Federal Allocation of Community Development Block Grant Funds (\$91,300)

MEETING DATE: March 4, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving contract addenda in the amount of \$91,300 with 360 - CA Schrock Architects, of San Francisco, for Grape Bowl Phase 1 Renovation Project consistent with prior City Council approval of 2007/08 Federal allocation of Community Development Block Grant funds and authorizing the City Manager to execute the addenda.

BACKGROUND INFORMATION: On March 7, 2007, City Council approved the 2007/08 Federal allocation of Community Development Block Grant (CDBG) funds. Included in the funding category of "City Projects" was an allocation of \$225,000 to the Grape Bowl Accessibility Improvements. These funds were intended to be used to prepare the plans and specifications for accessibility improvements that were loosely defined at that time.

On November 5, 2008, City Council approved the contract for professional services with 360 – CA Schrock for architectural services for the Grape Bowl Phase 1 project. Three firms submitted proposals and were interviewed by City staff and a representative of the Grape Bowl Ad Hoc Committee. Based upon the superior qualifications and experience of 360 – CA Schrock Architects, a contract award to 360 was recommended by staff and confirmed by City Council. Because the scope of improvements for Phase 1 was not precisely defined, a staged approach was taken to contracting the required professional services to complete the design phase. The scope of services in the original 360 contract did not include engineering, survey, cost estimating and expense reimbursements because the project description was not fully developed.

The Phase 1 accessibility improvements are now sufficiently defined to contract for those supplemental services mentioned above. The attached addenda scopes of work and costs are summarized below.

Addenda No. 1	Engineering Survey	\$19,800	Sandis
Addenda No. 2	Utilities and Engineering Design	\$38,500	ARUP
Addenda No. 3	Cost Estimating	\$13,750	Davis Langdon
Addenda No. 4	Reimbursable Expenses	\$19,500	Project
	Total	\$91,550	

APPROVED: _____
Blair King, City Manager

Adopt Resolution Approving Contract Addenda with 360 - CA Schrock Architects, of San Francisco, for Grape Bowl Phase 1 Renovation Project Consistent with Prior City Council Approval of 2007/08 Federal Allocation of Community Development Block Grant Funds (\$91,300)

March 4, 2009

Page 2

The original contract amount of \$117,500 plus the addenda amount of \$91,550 total to \$209,050. The 2007/08 Federal CDBG Funding Program approved by City Council designated \$225,000 for this project. It is important to note that additional accessibility improvements will be required beyond Phase 1, however, this first phase moves substantially forward in the implementation of the City's 2005 Americans with Disabilities Act (ADA) Transition Plan and diminishes the City's exposure to litigation in the future.

FISCAL IMPACT: \$91,550 Community Development Block Grant (CDBG) Funds

FUNDING AVAILABLE: City's 2007 CDBG: \$225,000

Jordan Ayers, Deputy City Manager

F. Wally Sandelin
Public Works Director

James M. Rodems
Interim Parks & Recreation Director

FWS/pmf

cc: Joseph Wood, Neighborhood Services Manager



Addendum to Owner-Architect Agreement

To: Jim Rodems
Client: City of Lodi
Project Name: Lodi Grape Bowl Phase I Renovation
Project Number: 087350.00

Addendum Number: 1
Date: December 22, 2008

Per our recent conversation, this Addendum is part of, and incorporated by reference into, our Owner-Architect Agreement ("Prime Agreement") dated 12/5/2008, and is subject to and governed by all the terms and conditions of the Prime Agreement unless modified in writing.

Scope of Work: Place the Survey Engineer consultant under the responsibility of the Architect.
The Survey Engineer will contract with the Architect.

Compensation: Lump Sum of \$19,800 for Survey Engineering Services (see attached document from Sandis)
~~Reimbursable expenses not to exceed \$500.~~

Estimated Schedule: No Change

Special Provisions/Remarks:

Reason for Addendum: No survey of existing conditions exists and is needed to complete Phase 1 Renovations. Proposals were solicited and received from three different survey engineers - Premier Engineering, Baumbach & Piazza and Sandis Engineers. Sandis was selected on a basis of cost and product's usefulness to the project development. Other proposals for this work were received but were either more costly or provided for a product that would be less beneficial to the City and the Design Team.

Requested By: Client/Architect

If this Addendum is acceptable, please return one fully executed original to our office. Please contact me with any questions or comments.

By: Ian Glidden
Title: Project Manager
Date: December 22, 2008
Company: 360 Architecture Inc.

By: _____
Title: City Manager
Date: _____
Company: City of Lodi

Approved as to form


City Attorney



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

December 12, 2008
Project No. 208924

City of Lodi
c/o Ian Glidden, AIA
360 Architecture Inc.
1005 Sansome, Suite 234
San Francisco, CA 94111
Tel: 415/ 362-3601

**RE: GRAPE BOWL PHASE 1 RENOVATION
221 EAST LAWRENCE AVENUE, LODI, CA**

Dear Ian,

We are pleased to submit our proposal to provide Surveying Services for the above referenced project.

We propose to provide the following scope of work:

AERIAL TOPOGRAPHIC SURVEY **\$12,800**

- ◆ We propose to provide an Aerial Topographic Survey at a scale of 1" = 20'. This survey will show the location of aerially visible features including existing trees, structures, walkways, fences, adjacent roadways, and utility vaults, manholes and catchbasins within the project areas. The location of underground utilities will not be shown.

Contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes. Spot elevations will be shown to an accuracy of 0.1 (one tenth) of a foot.

We will provide a color photo of the site in hardcopy and digital format for planning purposes.

This survey will be prepared in AutoCAD Version 2007 and will be completed within 4 to 5 weeks from written notice to proceed weather permitting.

UTILITY SURVEY **\$7,000**

- ◆ We will perform 2 ½ days (20 hours) of field utility surveying and associated office drafting to provide locations for existing utilities not included in the Aerial scope above.

TERMS AND CONDITIONS

- ◆ This proposal will become our agreement for services upon execution and will authorize all services listed above and encompass all provisions included in the attached Standard Provisions of Proposal, Between Client and Consultant, Form B.



December 12, 2008
City of Lodi
Ian Glidden, AIA
360 Architecture Inc.
Promo No. 208924
Page 2

If you have any questions about these provisions, please call and we will discuss them with you. Reimbursable expenses will not exceed \$500.

- ◆ This proposal does not include the costs for reimbursable expenses such as printing, monuments, materials, outside services and consultants, express/overnight mail, courier/special delivery, and travel/per diem. Agency fees will not be paid by Sandis and are not included in this proposal. Any of the above expenses will be charged at cost plus 15%.
- ◆ The scope of work included in this proposal is limited to the specific scope outlined above only. Any exclusions listed are for clarity only and do not represent a complete list of exclusions to the scope. Any additional scope proposed or done other than those listed in this proposal shall be done as an additional service.

The above services will be provided for the amounts listed for each phase and will be performed under the Provisions of Form B.

Pursuant to state law, no work can proceed on this project without written acceptance. If this proposal meets with your approval, please return one signed copy of this proposal and one initialed copy of Form B to our Mountain View office as your authorization to proceed. We are also enclosing the "Project Information Sheet" which needs to be completed and returned prior to our starting work on this project.

Very truly yours

Approved

SANDIS

CITY OF LODI

Laura Cabral, PLS
Survey Manager

By: _____

Title: _____

Date: _____

Attachments: Form B
LC/meb Project Information Sheet

N/A



Client Initials	Consultant Initials KO
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STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

This form of agreement (Form B) was developed by the Consulting Engineers and Land Surveyors of California and is intended primarily for the use of CELSOC members and may not be reproduced without the permission of the Consulting Engineers and Land Surveyors of California. © 2003, 2001, 1998, 1994, 1991, 1987, 1984, 1982, 1979, 1978, 1975, 1973, 1970, 1967.

Project No.208924

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other

Client Initials	Consultant Initials KO
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documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 8 of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

12. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

Client and Consultant agree that any electronic files furnished by either party shall conform to the CADD specifications listed in Exhibit _____. Any changes to the CADD specifications by either Client or Consultant are subject to review and acceptance by the other party. Additional services by Consultant made necessary by changes to the CADD or other software specifications shall be compensated for as additional services.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without the prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services

Client Initials	Consultant Initials KO
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performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 29. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 29.

15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.
16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 29.
17. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees to the maximum extent permitted by law to defend, indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
18. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
19. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 29. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

Client Initials	Consultant Initials Ko
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Client agrees, to the maximum extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the maximum extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify Consultant.

20. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.
21. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
22. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.
23. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
24. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
25. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten

Client Initials	Consultant Initials KO
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- (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
26. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
 27. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 29.
 28. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
 29. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
 30. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 29.
 31. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 29.
 32. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
 33. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 29.
 34. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 29.
 35. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants

Client Initials	Consultant Initials Kc
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shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

36. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
37. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
38. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
39. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
40. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
41. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
42. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract

Client Initials	Consultant Initials KO
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documents and applicable health or safety requirements of any regulatory agency or of state law.

43. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.
44. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 29.
45. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.
46. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
47. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.
48. Client agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from and against all claims, losses, damages and cost caused by, arising out of, or relating to, the presence of any fungus, mildew, mold or resulting allergens, provided that such claim, loss, damage or cost is not due to the sole negligence or willful misconduct of Consultant.
49. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.
50. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
51. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design

Client Initials	Consultant Initials KD
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or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

52. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

Space below is provided for additional provisions as agreed upon by both the client and consultant.



Addendum to Owner-Architect Agreement

To: Jim Rodems
Client: City of Lodi
Project Name: Lodi Grape Bowl Phase I Renovation
Project Number: 087350.00

Addendum Number: 2
Date: December 22, 2008

Per our recent conversation, this Addendum is part of, and incorporated by reference into, our Owner-Architect Agreement ("Prime Agreement") dated 12/5/2008, and is subject to and governed by all the terms and conditions of the Prime Agreement unless modified in writing.

Scope of Work: Place the Civil Engineer consultant under the responsibility of the Architect.
The Civil Engineer will contract directly with the Architect.

Compensation: Lump Sum of \$35,000 for Civil Engineering Services (see attached document from Arup)
Lump Sum of \$3,500 for Architectural Services

Estimated Schedule: No Change

Special Provisions/Remarks:

Reason for Addendum: Client has requested that specialty consultants required to complete the Phase I Renovation documents be included under the Architect's scope of responsibility.

Requested By: Client

If this Addendum is acceptable, please return one fully executed original to our office. Please contact me with any questions or comments.

By: Ian Glidden
Title: Project Manager
Date: December 19, 2008
Company: 360 Architecture Inc.

By: _____
Title: _____
Date: _____
Company: City of Lodi

Approved as to form 
City Attorney

Our ref HA
Date December 18, 2008

560 Mission Street, Suite 700
San Francisco, CA 94105
Tel +1 415 957 9445
Fax +1 415 957 9096
Direct Tel +1 415 946 0215
stephen.burrows@arup.com

www.arup.com

Ian Glidden, AIA
360 Architects Inc.
1005 Sansome, Ste.234
San Francisco, CA 94111

ARUP

Grape Bowl Renovation - Phase 1 – Utility Survey and Civil Engineering

Dear Ian,

Thank you for the meeting last week. As discussed, we are pleased to submit the following proposal for Civil engineering services for phase 1 of the renovation to the existing Grape Bowl stadium in Lodi, California. This proposal is based on our conversation on November 25th, 2008. Arup's client for this work will be 360 Architects.

Introduction

The existing sports field is surrounded by a berm. The berm is approximately 40 feet wide and 20 feet high. There are currently 2 bathroom facilities, built in the 1940's, located on either side of the field along the long direction.

The primary purpose of the renovations is to begin to address the facilities' accessibility issues. The work will include re-grading, replacing existing bathrooms with new facilities and tunneling through the existing berm to accommodate a ground level / plaza entrance into the facility. Arup has been requested to provide a proposal for the Civil engineering services.

The existing and anticipated uses of the Grape Bowl facility include High School Football, Club Soccer, Club Lacrosse, Concerts, Farmer's and Flea Markets, annual events like Wine festival, Marching Band practice facility, and Graduation ceremonies.

Schedule

The design phase of the project is to be completed by the first quarter of 2009. The schedule for the interim submittals is:

- December 31st – Concept/Schematic Submittal
- January 31st - Design Development (DD) Submittal
- April 15th – Bid Set Submittal

Scope of Work

The Civil work includes participation in design and review meetings with the Architect and other team members, coordination with other disciplines and development and production of Plans and Specifications for bidding. Specific scope items include:

- Site Topographic and existing utility plans. Please note that Arup proposes to utilize a local Lodi firm to perform surveying services and topographic plan preparation upon award of the contract. A placeholder fee for surveying services is included below, subject to confirmation by the surveyor.

- Stormwater Pollution Prevention Plan (SWPPP) documentation in accordance with State of California and City of Lodi requirements.
- Demolition plans that document items to be removed at the site-wide scale
- Grading and drainage plans to document the regrading of the existing stadium embankment. Drainage plans will conform to the requirements of the National Pollution Discharge Elimination System (NPDES) and the City of Lodi's Stormwater Development Standards Plan.
- The grading study will include an analysis of the potential to utilize berm material to add a crown and/or raise the elevation of the playing surface.
- Identification of a future Entry Plaza layout. During the schematic design stage, a conceptual entry plaza layout will be developed. The grading plans will accommodate the future design and construction of the conceptual entry plaza. Future emergency vehicle access to the entry plaza area will be considered.
- Accessibility improvements will be identified during scheme design, and incorporated into the construction documentation. Anticipated improvements include at-grade ramps and curb-cuts.
- Wet utility connections (potable water and sanitary sewer). The connections to existing utilities required to serve the new restroom facilities will be identified. .

Assumptions

The above proposal includes the following assumptions:

1. One revision to the plans and specifications will be required, following plan checking by the City of Lodi.
2. The existing water and sewer utilities serving the current stadium complex have sufficient capacity to serve the new facilities.
3. The existing water and sewer utilities are located within close proximity to the proposed facilities. Should new sewers, water mains and associated lift stations be required, these can be provided as additional services.
4. An Associate Civil Engineer will attend the following meetings: One kick-off meeting / site visit in Lodi; one team meeting during concept design; one team meeting during design development; one team meeting during construction documentation.

The following services are not included in this proposal, but could be provided as additional services by Arup, or by a sub-consultant, if required:

1. Subsurface hazardous materials investigation
2. Environmental assessment documentation
3. Dry utility design (electrical, gas, I.T external plant).
4. Detail design of the entry plaza area.
5. A preliminary analysis of the pros/cons associated with installing a FieldTurf™, or equivalent, artificial surface and associated drainage system.
6. Structural design of a new pedestrian access tunnel through the existing berm.
7. Structural design of new stairways or bridges that may be incorporated during the SD phase.
8. Fire hydrants and fire main layout for future stadium
9. Analysis and design of off-site utility improvements required to service the site if existing utilities have insufficient capacity.
10. Landscaping and irrigation design
11. Title Company reports, services and fee
12. Tentative or Final Mapping, including legal descriptions / private easement exhibits
13. Special / Service district annexation
14. Governmental and public agency fees, including filing and map check fees
15. Bid support services
16. Construction Administration services, including site visits, responding to RFI's, reviewing shop drawing submittals and assisting Architect with construction change orders.

HA
December 18, 2008

Page 3

Fees

Topo and Utility survey	\$20,000 (placeholder amount to be confirmed by surveyor)
Civil	\$35,000

Please see our standard contract terms and conditions and our hourly rates attached to this proposal.

We look forward to working with you on this project.

Yours sincerely



Stephen Burrows
Principal



Addendum to Owner-Architect Agreement

To: Jim Rodems
Client: City of Lodi
Project Name: Lodi Grape Bowl Phase I Renovation
Project Number: 087350.00

Addendum Number: 3
Date: January 12, 2009

Per our recent conversation, this Addendum is part of, and incorporated by reference into, our Owner-Architect Agreement ("Prime Agreement") dated 12/5/2008, and is subject to and governed by all the terms and conditions of the Prime Agreement unless modified in writing.

Scope of Work: Place the Cost Estimator consultant under the responsibility of the Architect.
The Cost Estimator will contract directly with the Architect.

Compensation: Lump Sum of \$12,500 for Cost Estimating Services
See attached document from Davis Langdon
Lump Sum of \$1,250 for Architectural Services

Estimated Schedule: No Change

Special Provisions/
Remarks:

Reason for Addendum: Client has requested that specialty consultants required to complete the Phase I Renovation documents be included under the Architect's scope of responsibility.

Requested By: Client

If this Addendum is acceptable, please return one fully executed original to our office. Please contact me with any questions or comments.

By: Ian Glidden
Title: Project Manager
Date: January 12, 2009
Company: 360 Architecture Inc.

By: _____
Title: _____
Date: _____
Company: City of Lodi

Approved as to form


City Attorney



719 Second Avenue
Suite 400
Seattle, WA 98104
Tel: 206-343-8119
Fax: 206-343-8541
www.davislangdon.com

January 12, 2009

Ian Glidden
360 Architecture Inc
1005 Sansome Street
Suite 234
San Francisco, CA 94111

**City of Lodi Grape Bowl
Phase 1 Renovation
Lodi, California**

FP272-2009-001a

Dear Ian:

Thank you for inviting us to submit a proposal for consulting services on this project.

We understand that the project comprises renovations to the existing stadium intended to address current accessibility issues. The combined hard and soft cost budget for the project is \$1.175M

At the design stages listed below we propose the following:

- Prepare opinions of probable construction cost at the end of the schematic design and 50% construction document stages. Cost opinions are to be presented in the Davis Langdon standard component format.
- Attend one meeting per design stage.

Our fixed fee for the above services is \$12,500, and may be broken down as follows:

Schematic Design Stage:	\$ 2,500
Construction Document Stage:	\$ 10,000
Total Fee:	\$12,500

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided in hard-copy form and electronically, at no cost to Davis Langdon. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report. Reimbursable expenses, including reprographics charges, travel beyond a 100-mile radius of this office and interstate-shipping charges will be charged at cost plus 10.00%.

Project Management | Cost Management | Risk Management | Sustainable Consulting | Research

US Offices | Davis Langdon is a member of Davis Langdon Seah International with offices in the
Los Angeles | United States, United Kingdom, Ireland, France, Spain, Poland, Lebanon, Bahrain,
New York | UAE, Qatar, Saudi Arabia, Egypt, Brunei, China, Hong Kong, India, Indonesia, Korea,
Sacramento | Malaysia, Philippines, Singapore, Thailand, Vietnam, Australia, New Zealand, South
San Francisco | Africa and Botswana.
Seattle |

All other services, including additional estimates, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

Principals	\$255.00 - \$305.00
Associate Principals	\$205.00 - \$230.00
Senior Associates	\$180.00 - \$185.00
Associates	\$155.00 - \$165.00
Cost Planners	\$ 80.00 - \$150.00
Clerical	\$65.00
Deposition and Trial	Additional 50%

Unless otherwise agreed, we request a minimum of two weeks notice and two weeks to complete the work for each stage. Based on our understanding of the current schedule, we suggest the following dates for the formal submittals of our service:

	Documents to Davis Langdon	Complete Cost Plan
Schematic Design	January 16, 2009	January 26, 2009
Construction Documents	March 16, 2009	March 27, 2009

We look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees, or the scope of our services, please do not hesitate to contact us.

Sincerely,

Steve Kelly

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by Davis Langdon for this project.

Signature of Authorized Officer

Title of Authorized Officer

Date

DAVIS LANGDON 719 Second Avenue
Suite 400
Seattle, WA 98104

Tel: 206-343-8119
Fax: 206-343-8541

www.davislangdon.com



Addendum to Owner-Architect Agreement

To: Jim Rodems
Client: City of Lodi
Project Name: Lodi Grape Bowl Phase I Renovation
Project Number: 087350.00

Addendum Number: 4
Date: January 14, 2009

Per our recent conversation, this Addendum is part of, and incorporated by reference into, our Owner-Architect Agreement ("Prime Agreement") dated 12/5/2008, and is subject to and governed by all the terms and conditions of the Prime Agreement unless modified in writing.

Scope of Work: Establish a Not To Exceed amount for anticipated reimbursable expenses incurred by the Architect (360 Architecture, Inc.) in the process of completing the contracted work.

Compensation: Not To Exceed amount of \$19,500.00

Estimated Schedule: No Change

Special Provisions/Remarks:

Reason for Addendum: Client has requested that a Not To Exceed amount for reimbursable expenses anticipated to complete the Phase I Renovation documents be included.

Requested By: Client

If this Addendum is acceptable, please return one fully executed original to our office. Please contact me with any questions or comments.

By: Ian Glidden
Title: Project Manager
Date: January 14, 2009
Company: 360 Architecture Inc.

By: _____
Title: _____
Date: _____
Company: City of Lodi

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING ADDENDA NO. 1, 2, 3 AND 4 TO
CONTRACT FOR GRAPE BOWL PHASE 1
RENOVATION PROJECT AND AUTHORIZING
CITY MANAGER TO EXECUTE ADDENDA

=====

WHEREAS, on March 7, 2007, City Council approved the 2007/08 Federal allocation of Community Development Block Grant (CDBG) funds, and included in the funding category of "City Projects" was an allocation of \$225,000 to the Grape Bowl Accessibility Improvements. These funds were intended to be used to prepare the plans and specifications for accessibility improvements that were loosely defined at that time; and

WHEREAS, on November 5, 2008, City Council approved the contract for professional services with 360 – CA Schrock Architects, of San Francisco, California, for architectural services for the Grape Bowl Phase 1 Renovation project; and

WHEREAS, because the scope of improvements for Phase 1 was not precisely defined, a staged approach was taken to contracting the required professional services to complete the design phase, and the scope of services in the contract did not include engineering, survey, cost estimating and expense reimbursements because the project description was not fully developed; and

WHEREAS, Phase 1 accessibility improvements are now sufficiently defined to contract for those supplemental services mentioned above; and

WHEREAS, Addendum No. 1 provides engineering survey services (\$19,800), Addendum No. 2 provides utilities and engineering design (\$38,500), Addendum No. 3 provides cost estimating (\$13,750), and Addendum No. 4 is for reimbursable expenses (\$19,500), for a total of \$91,550; and

WHEREAS, the original contract amount of \$117,500 plus the addenda amount of \$91,550 total to \$209,050. The 2007/08 Federal CDBG Funding Program approved by City Council on March 7, 2007, designated \$225,000 for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Addenda No. 1, 2, 3, and 4 for the Grape Bowl Phase 1 Renovation contract with 360 - CA Schrock Architects, of San Francisco, California, to provide engineering, survey, cost estimating and expense reimbursements in the amount of \$91,550 for a total contract amount of \$209,050; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the Addenda.

Dated: March 4, 2009

=====

I hereby certify that Resolution No. 2009-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the Purchase of Police and Fire Radio Equipment and Accepting Federal Homeland Security Grant Funds of \$480,151.80

MEETING DATE: March 4, 2009

PREPARED BY: Michael E. Pretz, Fire Chief

RECOMMENDED ACTION: Adopt resolution authorizing the purchase of Police and Fire radio equipment and accepting Federal Homeland Security Grant funds of \$480,151.80.

BACKGROUND INFORMATION: The federal government is requiring public safety agencies to transition to narrow-band radio frequencies by January 2013. This will require the City to purchase digital radio equipment capable of using the new frequencies. This grant allows the City to purchase communications equipment it otherwise can not afford.

The federal mandate is a result of the Sept. 11, 2001 terrorist attacks, in which public safety agencies discovered the existing, analog radio system is inadequate for dealing with widespread emergencies because of bandwidth limitations. A digital system will provide for interoperable communications, in which members of different public safety agencies can speak to each other on a single radio channel.

The federal government, through the Department of Homeland Security (DHS), is helping local agencies fund projects to meet this mandate for interoperable communications. In California, the State Office of Homeland Security is responsible for awarding the federal grant funds. The state coordinates distribution of the federal DHS funds at the local level through authorizing authorities that have been established in every county. In San Joaquin County, Fire Chief Mike Pretz and Chief of Police David Main serve on the San Joaquin County State Homeland Security Authorizing Authority, which was established in 2003.

In response to the federal mandate, the City of Lodi developed a radio system upgrade project that was presented to the City Council at an April 22, 2008 shirtsleeve session. As presented, the estimated cost of upgrading the City's public safety radio system is \$1.2 million. The City's radio master plan is patterned after and is an adjunct to San Joaquin County's radio master plan, designed in 2004 to provide interoperable communications between various agencies in the event of an emergency. The City is signatory to the County radio master plan.

The City's radio system upgrade project was accepted by the State Office of Homeland Security and the county's Authorizing Authority. The Authority recently was notified it had nearly \$1.5 million in DHS funds to distribute to agencies for various public safety projects, with 35 percent required to be spent on a combination of training and preparedness planning. Of the remaining \$1 million in grant funds, \$480,151.80 was awarded to the City of Lodi to purchase communications equipment that will begin the Fire Department's migration to narrow-band digital communications, and digitize the Police Department's

APPROVED: _____
Blair King, City Manager

Adopt Resolution Authorizing the Purchase of Police and Fire Radio Equipment and Accepting Federal Homeland Security Grant Fund Reimbursement (\$480,151.80)

Page 2

Frequency 2. The Police Department's Frequency 1, the channel used for routine communications, already is digitized. An estimated \$772,955.65 in additional funds will be needed before January 2013 to complete the migration to all-digital Fire and Police communications and comply with the federal mandate. Staff is researching additional funding opportunities for future purchases.

Grant funds are received on a reimbursement basis. This will require the City to appropriate the funds, purchase the equipment, and then apply for reimbursement. Because these are federal funds already being held by the State, the reimbursement funds should be immediately available after the purchase.

The \$480,151.80 price is based on the State's purchasing estimate. Communications equipment such as this has a seven- to 10-year lifespan.

FISCAL IMPACT: The federal mandate will require the City to spend up to \$1.2 million to outfit the Fire and Police departments with an interoperable radio system. Accepting this grant will offset \$480,151.80 of the cost.

FUNDING AVAILABLE: Federal Homeland Security Grant Funds (\$480,151.80) as awarded by the San Joaquin County State Homeland Security Authorizing Authority.

Jordan Ayers
Deputy City Manager/Internal Services Director

Michael E. Pretz, Fire Chief

MEP/lh

Attachments

cc: City Attorney

RESOLUTION NO. 2009-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE PURCHASE OF POLICE AND FIRE RADIO EQUIPMENT AND
ACCEPTING FEDERAL HOMELAND SECURITY GRANT FUNDS

=====

WHEREAS, the federal Department of Homeland Security (DHS) has made funding available for projects designed to support mandates for interoperable communications; and

WHEREAS, the City of Lodi developed a radio system upgrade project that was accepted by the State Office of Homeland Security and the San Joaquin County State Homeland Security Authorizing Authority, a board which oversees Homeland Security grant funding; and

WHEREAS, the equipment purchased with the funds for the radio upgrade project will allow the City of Lodi Fire Department to migrate from a Very High Frequency (VHF) band to an Ultra High Frequency (UHF) band and digitize the Police Department's second frequency; and

WHEREAS, communication equipment will be purchased by the City of Lodi; and

WHEREAS, the City of Lodi will receive reimbursement for the radio equipment costs through the California State Office of Homeland Security.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of Police and Fire radio equipment and accept Federal Homeland Security grant funds the amount of \$480,151.80; and

BE IT FURTHER RESOLVED that the City Council further appropriates \$480,151.80 for the purchase.

Date: March 4, 2009

=====

I hereby certify that Resolution No. 2009-____ was passed and adopted by the Lodi City Council in a regular meeting held March 4, 2009, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy

MEETING DATE: March 4, 2009

PREPARED BY: Randi Johl, City Clerk

RECOMMENDED ACTION: Adopt resolution authorizing the destruction of certain Citywide records in accordance with the Government Code and the City's Records Management Policy.

BACKGROUND INFORMATION: Section 34090 of the California Government Code provides for the destruction of certain City records with the approval of the legislative body by resolution and the written consent of the City Attorney. In addition, the City Clerk's office coordinated and compiled a listing of Citywide records to be destroyed from the various departments pursuant to the City's Records Management Program and Policy (2007), which specifically provides for the annual destruction of said records in accordance with the Secretary of State's Records Retention Guidelines.

FISCAL IMPACT: None

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY
COUNCIL AUTHORIZING DESTRUCTION OF
CERTAIN CITYWIDE RECORDS

=====

WHEREAS, in accordance with Government Code Section 34090, the City Clerk and City Attorney have filed written consent to the destruction of certain Citywide records as specifically set forth in the attached inventory marked as Exhibit A, and thereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that:

1. The records heretofore identified are no longer required.
2. The Lodi City Council finds that the City Clerk and City Attorney have given written consent to the destruction of the records inventoried on Exhibit A attached hereto and the destruction of those records is hereby authorized.

Dated: March 4, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2009, by the following vote:

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

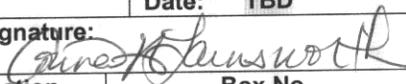
RANDI JOHL
City Clerk

City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

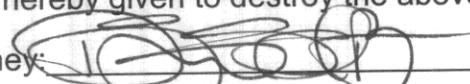
Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: City Clerk	Date:	Total No. of Pages:	Proposed Destruction Date: TBD
Division: Elections & Operations	Prepared By: Corina Farnsworth	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
City Council Calendars and City Council/City Clerk Travel	2006 and prior	City Clerk's Office	
City Council and City Clerk's Office general correspondence	2006 and prior	City Clerk's Office	
City Council meeting packets (NOTE: These records have been scanned, indexed, and are accessible in the City's e-records system)	2006 and prior	City Clerk Vault	
Shirtsleeve Session meeting packets (NOTE: These records have been scanned, indexed, and are accessible in the City's e-records system)	2006 and prior	City Clerk Vault	
Notice of Public Hearings	2004 and prior	City Clerk's Office	
Legal Advertising/Proof of Publications	2004 and prior	City Clerk's Vault	
Weed Abatement Files	2006 and prior	City Clerk's Office	
City Council Audio & Video Tapes	2006 and prior	City Clerk's Office	
Administration/Campaign Statements and Conflict of Interest	2003 and prior	City Clerk Vault	
Candidate Statements	2004 and prior	City Clerk Vault	
Nomination Papers	2003 and prior	City Clerk Vault	

Department Head: _____ Date: _____

City Clerk: _____ Date: _____

Consent is hereby given to destroy the above-listed records:

*City Attorney:  _____ Date: 2/12/09

Destruction Completed By: _____

Printed Name	Signature	Date

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Internal Services City Clerk	Date: 02-06-09	Total No. of Pages: one	Proposed Destruction Date: TBD
Division: Financial Services Accounting	Prepared By: Cory Wadlow Senior Accountant	Signature: <i>C. Wadlow</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Next Step/Leave Balance	2006-07	Basement	
Payroll Edit Registers	"	"	
Payroll Journal Detail	"	"	
Payroll Integrity Reports	"	"	
Payroll Voucher Detail	"	"	
Payroll Check Registers	"	"	
Wage Attachment Report	"	"	
Overtime Cards	2004-2005	"	
Accounts Payable Final Post	2006-2007	"	"
Accounts Payable Payment Register	"	"	
Accounts Payable Payment Group	"	"	
Accounts Payable Cash Requirements	"	"	
Accounts Payable Posting Edit	"	"	
Accounts Payable Edit Report	"	"	
Collectors Daily Reports	"	"	
Misc. Journal Entries	2003-2004	"	
Wire Transfers	2005	"	
Inventory	2006-2007	"	

Department Head: *R. Paiste* Ruby Paiste, Internal Services Manager_ Date: 02-6-09

City Clerk: _____ Date: _____

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]* _____ Date: 2/23/09

Attachment A – Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

City of Lodi

Destruction Completed By:

Printed Name

Signature

Date

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Internal Services	Date: 1/29/09	Total No. of Pages: <i>one</i>	Proposed Destruction Date: TBD
Division: Finance	Prepared By: Gail Glissman	Signature: <i>G. Glissman</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Business Tax Applications	2003	Finance Basement	
CIS Daily Postings & Journals	July 2002 – June 2003	Finance Basement	
Service Orders/Utility Contract	July 2002 – June 2003	Finance Basement	
Correspondence	July 2004 – June 2005	Finance Basement	
Deposit Refunds	July 2002 – June 2003	Finance Basement	
Enforcement Technology Parking Balancing Reports	July 2002 – June 2003	Finance Basement	
Lodi Downtown Business Partnership Collections	July 2002 – June 2003	Finance Basement	
Miscellaneous Receivables	July 2002 – June 2003	Finance Basement	
Returned Checks	July 2004 – June 2005	Finance Basement	
Pet License Applications	July 2002 – June 2003	Finance Basement	

Department Head: *Ruby R. Parite* Date: *2/5/09*

City Clerk: _____ Date: _____

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]* Date: _____

Destruction Completed By: _____

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Police	Date: 01/27/09	Total No. of Pages:	Proposed Destruction Date: 03/ /09
Division: Administration	Prepared By: S. Meyers	Signature: <i>Sandra Kay Meyer</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Background Investigations and Employment Records of previous employees who have left employment with the City (not Retirees).	+ 5 yrs from closure date (prior to 2004)	Administration personnel filing cabinet	
Background Investigations And Employment Records of Retired employees who are Now deceased.	+ 5 yrs from closure date (prior to 2004)	Administration personnel filing cabinet	

Department Head: *Rainie Miller* Date: 1-23-09

City Clerk: _____ Date: _____

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]* Date: _____

Destruction Completed By: _____

Printed Name	Signature	Date
Attachment A – Form 4 (Authority to Destroy Records)		

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Public Works	Date: 02/09/09	Total No. of Pages: 3	Proposed Destruction Date: TBD
Division: Administration/Engineering	Prepared By: Pam Farris	Signature: <i>P. Farris</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Cellular Phone Bills (02-03) (Fin - C)	2002-2003	City Hall	1
Engineering Statements 2002 (Fin - S)	2002	City Hall	1
Finance Dept. Memos (98-02) (Fin-M)	1998-2002	City Hall	1
Engineering Statements 2003 (Fin-S)	2003	City Hall	1
BMX Track – Salas Park/Century Blvd. (PR-L)	2000-2002	City Hall	1
Traffic Control Device Inventory (OTS Grant) (TR-R&S)	1997-2002	City Hall	1
Eastside Lighting Project Phase 3 (PR-E)	2000-2002	City Hall	1
Alley South of Pine St. Wastewater Main Rehab Project (PR-SS)	2003-2004	City Hall	1
Lawrence Park Playground Improvements, 350 N. Washington St. (PR-P)	2002-2003	City Hall	1
Lodi Lake Fishing Dock, 1101 W. Turner Rd. (PR-P)	1997-2002	City Hall	1
Lodi Ave. and Sacramento St. Signal Modifications (PR-SI)	1998-2002	City Hall	1
Traffic Signal and Street Lighting for Century Blvd. and Ham Ln. (PR-SI)	2003	City Hall	1
Lockeford St. Storm Drain (Mills Ave. to 300 Feet East of Loma Dr.) (PR-SD)	2003-2004	City Hall	2
Main St. Storm Drain Improvement Project (PR-SD)	2003-2004	City Hall	2
Beckman Rd. Reconstruction & Bike Lane Striping, 1,000 Ft. South of Vine St. to 700 Ft. North of Pine St. (PR-ST)	1998-2001	City Hall	2
Kettleman Lane Street Improvement (I-5) (PR-ST)	1979-1982	City Hall	2
Kettleman Lane (Hwy. 12) Landscape and Irrigation Project (Hutchins St. to Fairmont Ave.) (PR-ST)	2001-2005	City Hall	2

City of Lodi

Lower Sacramento Road Utilities (Kettleman Lane to Turner Road) (PR-ST)	2000-2002	City Hall	2
Stockton St. Reconstruction – Tokay St. to Lodi Ave. (PR-ST)	2001-2002	City Hall	2
Stockton St. Reconstruction – Tokay St. to Lodi Ave. Certified Payroll & Preliminary Notices (PR-ST)	2001-2002	City Hall	2
Well 10C Site Improvements, 790 N. Guild Ave. (PR-W)	2002-2004	City Hall	2
Well 10C Well Drilling, 790 N. Guild Ave. (PR-W)	2002-2003	City Hall	2
Turner Rd. @ Mills Ave. Grade Crossing Protection – DE-105.3 (PR-ST)	1980-1999	City Hall	3
Communication Conduit Installation, 305 W. Pine St. to 300 W. Pine St. (PR-M)	2004	City Hall	3
Elm St. Parking Lot, 11, 15, & 17 W. Elm Street (PR-M)	2000-2002	City Hall	3
General Plan – Jones & Stokes (PR-M)	1988-1991	City Hall	3
Growth Management Plan (PR-M)	1988-1991	City Hall	3
Police Department Carnegie Basement Remodel Specifications (PR-M)	1996	City Hall	3
Roof Evaluations for City Buildings (Price Consulting, Inc) (PR-M)	1997-2000	City Hall	3
Re-Roof Project, 100 E. Pine St. (New Shanghai Building) (PR-M)	2002-2003	City Hall	3
Vehicle Exhaust Extraction Systems for Fire Stations 1,2,&3 (PR-M)	2000-2001	City Hall	3
White Slough Control Building Re-roof, 12751 N. Thornton Rd. (PR-M)	2002	City Hall	3
Property Acquisition – 13 N. Church St. (PR-C)	1990-1992	City Hall	3
Property Acquisition – 233 N. Church St. (PR-C)	1990	City Hall	3
Property Acquisition –207 W. Elm St. (PR-C)	1987-1988	City Hall	3
Property Acquisition –211 W. Elm St. (PR-C)	1987-1988	City Hall	3
Property Acquisition – 214 W. Lockeford St. (PR-C)	1989-1990	City Hall	3
Property Acquisition – 346 N. Stockton St. (PR-C)	1990	City Hall	3
Property Acquisition (Miscellaneous Documents) (PR-C)	No dates. Blank forms only.	City Hall	3
Business Expense Reports & Claim Vouchers (2000-2002) (FIN-C)	2000-2002	City Hall	3
Special Allocations FY 2000 – 2000 (FIN-B)	2000	City Hall	3
Special Allocations FY 2001-2002 (FIN-B)	2001-2002	City Hall	3
Animal Shelter (1982 - 1989) (PR-M)	1982-1989	City Hall	3

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Department Head: Wally Saville Date: 2/9/9

City Clerk: _____ Date: _____

Consent is hereby given to destroy the above-listed records:

*City Attorney: [Signature] Date: _____

Destruction Completed By: _____

Printed Name	Signature	Date
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Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Public Hearing to Consider the Building Division Cost Analysis Study and Adopt Fee Schedule

MEETING DATE: March 4, 2009

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Consider and adopt the Building Division Cost Analysis Study and Fee Schedule.

BACKGROUND INFORMATION: In October 2007, the Community Development and Finance Departments prepared a Cost Analysis Study to determine the fully burdened cost of providing the various services within the Building Division. It was noted at the time that the revenues for the Division were not keeping pace with the costs. After meeting with the Building Industry Association of the Delta, it was determined that a more detailed study was necessary in order to meet the current requirements for such analysis. The type of work included a time and motion study which attributes the hours required to carry out the required functions.

In August 2008, the City contracted with the firm MGT of America to prepare a cost of services analysis that would meet legal requirements and methodology outlined by the BIA. The analysis included 1) fiscal analysis by project size; 2) fully burdened hourly rate calculation; and 3) comparison analysis to similarly sized jurisdictions within our region. Once the draft study was completed, staff met with John Beckman; the Chief Executive Officer of the Building Industry Association of the Delta along with many of its members from Lodi. We discussed the Cost Analysis Study, answered members' questions and gave them several weeks to review the study. We received a letter (attached) from Mr. Beckman prior to the Council shirtsleeve meeting. The BIA found no errors in the assumptions, calculations or methods. The BIA feels that the analysis seems to have been conducted in a reasonable manner with a thorough investigation into actual cost to the City for services provided.

This item was presented to the City Council at a shirtsleeve on February 10, 2009. At that meeting staff presented the methodology and analysis of the Building Division's revenues. Additionally, we posed three policy questions for the Council to consider in advance of this hearing. Those questions and staff's perspectives relating to these questions are indicated below.

Is the level of service provided adequate? Perhaps the first and most important question that should be asked relates to the level of service provided. In other words, are we doing a satisfactory job? The cost analysis that is being presented assumes that the number of personnel and the various functions that they carry out is appropriate for the amount of work currently undertaken.

APPROVED: _____
Blair King, City Manager

What should be the percentage of cost recovery for the Division? Current cost recovery ranges from 22 percent – 93 percent depending on project valuation. As the Council is aware, the Division is part of the Community Development Fund. The Fund was set up as an enterprise in order to better balance the services provided with the revenues charged. It is not appropriate to collect the full cost of the Division through fee revenue as there is a percentage of the time that is devoted to providing service to the general public. This amount of time should be compensated for by the General Fund as a transfer. It is our opinion that approximately 10 percent of the overall cost is related to non recoverable expense. In addition, we are recommending that the lowest value projects (those below \$2,000) be further subsidized by the General Fund. We feel this is prudent for public safety purposes. The concern otherwise is that many people will forego the requirement for plan review and permit if the cost of the permit is close to or exceeds the value of the project. For some activities like re-roof permits and water heaters we are recommending a flat rate fee.

What should be the timing of a fee increase? We are showing the full recommended increase within the attachments and Resolution. Nevertheless, we do realize that raising fees in this economic climate may be a disincentive to development activity. As such, we are recommending that the Council take the action to increase the fees with an effective date of July 1, 2009 to coincide with the beginning of the fiscal year.

As the City Council will note, the current fee structure is not recovering the actual cost of service. As a result, a fee increase is justified to prevent the General Fund from subsidizing private development.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Konradt Bartlam
Interim Community Development Director

Attachments:

1. Exhibit "A" – Building Fees Collected at Permit Issuance
2. Fee Study
3. MGT of America Company profile
4. Letter from John Beckman, BIA of the Delta
5. Resolution



BUILDING FEES COLLECTED AT PERMIT ISSUANCE

CITY OF LODI, COMMUNITY DEVELOPMENT DEPARTMENT, 221 W. PINE ST., LODI, CA 95240

PHONE: (209) 333-6714 FAX: (209) 333-6842

Building Permit Fee	Table 1A (page 3)
Building Plan Check Fee	65% 60% of building permit fee Table 1A
Plumbing	Miscellaneous Table 1-1 (page 5)
Electrical	Miscellaneous Table 3-A (page 7)
Mechanical	Miscellaneous Table 1-A (page 9)
Disabled Access	5% 10% of building permit fee
Energy	5% 10% residential and 10% non-residential
Plan Maintenance	5% 10% of building permit fee (non-residential only.)
Strong Motion Inst. Fee	Valuation x 0.0001
Fire Inspection	25% of building permit fee
Fire Plan Check	25% of building plan review fee
Zoning Plan Check Fee	\$350 Commercial/Industrial \$100 Residential \$50 Additions/Accessories
S.J. Co. Facilities Fee	\$1,594 per SFD \$1,366 per Multi-Family Dwelling \$0.36 per Sq. Ft. Retail Commercial \$0.32 per Sq. Ft. Office Commercial \$0.18 per Sq. Ft. Industrial
Regional Transportation Impact Fee	\$2,837.23 per SFD \$1,702.34 per Multi-Family Dwelling \$1.13 per Sq. Ft. Retail Commercial \$1.43 per Sq. Ft. Office Commercial \$0.85 per Sq. Ft. Industrial
2009 Updated Habitat Fees	Multi-Purpose Open Space Pay Zone A: \$7,052.00 Natural Pay Zone B: \$14,104.00 Agriculture Pay Zone B: \$14,104.00 Vernal Pool –Uplands Pay Zone C: \$40,565.00 Vernal Pool –Wetted Pay Zone F: \$78,353.00

BUILDING PERMIT FEES

TABLE NO. 1-A

TOTAL VALUATION	FEES <i>The building permit fees for new construction include Mechanical, Plumbing and Electrical, There is a 20 percent reduction in value if the building is a shell.</i>
\$1.00 to \$500	\$50.00 \$75.00
\$501 to \$2,000	\$50.00 \$96.00 for the first \$500 plus \$1.30 \$7.13 each additional \$100 or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$69.50 \$203.00 for the first \$2,000 plus \$14.00 \$21.86 for each additional thousand or fraction thereof to and including \$25,000.
\$25,001 to \$50,000	\$391.50 \$706.00 for the first \$25,000 plus \$10.10 \$15.44 for each additional thousand, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$644.00 \$1,092.00 for the first \$50,000 plus \$7.00 \$3.84.00 for each additional thousand, or fraction thereof, to and including \$100,000.
\$100,001 to 500,000	\$994.00 \$1,284.00 for the first \$100,000 plus \$5.60 \$10.54 for each additional thousand, or fraction thereof. to and including \$.500,000
\$500,001 to \$1,000,000	\$3,234.00 \$5502.00 for the first \$500,000 plus \$4.75 \$4.63 for each additional thousand or fraction thereof, to and including \$1,000,000.
\$1,000,001 and up	\$5,609.00 \$7,817.00 for the first \$1,000,000 plus \$3.15 for each additional thousand or fraction thereof.

OTHER INSPECTION FEES AND REFUNDS:

1. Inspections outside of normal business hours (Minimum charge - 3 hours)	\$65.00 \$203.00 per hour..
2. Reinspection fee assessed under provision of Section 108.8	\$50.00 \$135.00 each
3. Inspection for which no fee is specifically indicated	\$50.00 \$135.00 per hour.
4. Additional plan review required by changes, additions or revisions to approved plans. (Minimum charge - one half hour)	\$65.00 \$135.00per hour.
5. Special inspections required by owners, real estate agencies, or loan agencies to determine compliance to the Building Code in effect at the time of construction: First hour Each additional hour	\$80.00 \$135.00 \$34.00 \$68.00
6. Refunds on all permits shall be subject to an administrative processing fee	\$35.00
7. Board of Appeals Fee	\$250.00
8. Demolition Permit	\$60.00 \$135.00

9. Manufactured Home, Commercial Coach	The fee shall be one half (1/2) of the valuation set out in Table No. 1-A. \$583.00 set fee
10. Maintenance of Building Plans	Fees to comply with Section 19850, Part 7 of the Health and Safety Code of the State of California. All new non-residential building plans, except agricultural buildings: Five percent (5%) (10%) of the building permit fee.
11. Disabled Access Surcharge	Multi-family residential disabled access surcharge shall be five ten percent (5%) (10%) of the building permit fee. Commercial disabled access surcharge shall be five percent (5%) (10%) of the building permit fee.
12. Energy Compliance Surcharge	Residential energy compliance surcharge shall be five ten percent (5%) (10%) of the building permit fee. Commercial energy compliance surcharge shall be ten percent (10%) of the building permit fee.
13. Plan Checking Fees	The plan checking fees for all buildings shall be sixty-five percent (65%) (60%) of the building permit fee, as set forth in this schedule.
14. Re-Roof Residential	\$141.00 -\$290.00 Set fee
15. Re-Roof Commercial	\$141.00 -\$370.00 Set fee
16. Pool	Based on Value plus plumbing, Mechanical, Electrical, fees. \$840.00 set fee
17. Pool & spa	Based on Value plus plumbing, Mechanical, Electrical, fees \$910.00 set fee
18. Spa	Based on Value plus plumbing, Mechanical, Electrical, fees \$455.00 set fee
19. Water heater	\$35.00 -\$150.00
20. Reinstatement Fee: if permit is not finalized within two-year period, the reinstatement fee varies according to how complete the project is. The following schedule shall be followed for reinstatement fees.	Passed Foundation inspection: 75% of original building permit fee Passed frame inspection: 50% of original building permit fee Passed drywall inspection: 25% of original building permit fee
21. Temporary Certificate of Occupancy	\$000.00 -\$270.00
22. Permit Extension	\$000.00 -\$195.00
23. Authorization to Connect Inspection Certificate of Occupancy issued with an Authorization to connect.	\$50.00 \$135.00 \$50.00 -\$68.00

PLUMBING PERMIT FEES

TABLE NO. 1-1

For issuing each permit	\$ 30.00 \$68.00
In addition:	
1. For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$5.00
2. For each building sewer	\$10.00
3. Solar heaters	\$15.00
4. Rainwater systems-per drain	\$ 5.00
5. For each fire hydrant (first one) (each additional)	\$170.00 \$ 45.00
6. For each private sewage disposal system	\$25.00
7. For each heater and/or vent	\$ 5.00
8. For each gas piping system of one (1) to five (5) outlets	\$ 7.00
9. For each gas piping system of six (6) or more, per outlet	\$ 2.00
10. For each industrial waste pre-treatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	\$30.00
11. For installation, alteration or repair of water piping and/or water treating equipment	\$ 7.00
12. For repair or alteration of drainage or vent piping	\$ 7.00
13. For each lawn sprinkler system on any one meter, including backflow protection devices therefore	\$ 7.00
14. For vacuum breakers or backflow protective devices on tanks, vats, etc. or floor installation on plumbing fixtures including necessary water piping: One (1) to five (5) Over five (5), each	\$ 7.00 \$ 1.50
15. Gasoline storage tanks	\$30.00
16. For new alterations to single or multi-family building, the following flat rate shall may apply	\$ 0.045 per SF
17. Fire sprinkler systems shall be based on value charged according to the fee schedule of Section 15.04.030 of the Code of the City of Lodi	
18. Gas piping pressure test (PG&E)	\$15.00
19. Swimming pools	\$20.00
OTHER INSPECTION FEES AND REFUNDS:	

1. Inspections outside of normal business hours (Minimum charge-3 hours)	\$ 65.00 \$203.00 per hour
2. Reinspection fee	\$ 50.00 \$135.00 per hour
3. Inspections for which no fee is specifically indicated	\$ 50.00 \$135.00per hour
4. Additional plan review required by the Building Official (Minimum charge – one-half hour)	\$50.00 \$135.00 per hour
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	\$35.00

**ELECTRICAL PERMIT FEES
TABLE NO. 3-A**

1. For issuing permits, a fee shall be paid for issuing each permit in addition to all other charges specified in this section	\$20.00 \$68.00
2. For wiring outlets at which current is used or controlled	\$1.00
3. For fixtures, sockets, or other lamp holding devices less than eighteen inches apart	\$1.00
4. For each five feet or fraction thereof multi-outlet assembly	\$1.00
5. For electric discharge lighting fixtures	\$2.00
6. Mercury vapor lamps and equipment	\$2.00
7. Heaters	\$4.00
8. X-ray machines	\$5.00
9. Swimming pools	\$30.00
10. Electric ranges, range top and ovens, clothes dryers, water heaters	\$5.00
11. For fixed motors, transformers, welder, rectifier, air conditioners and other miscellaneous equipment or appliances shall be that given in the following table for the rating thereof;	
Up to and including 1 hp	\$5.00
Over 1 and not over 5	\$7.00
Over 5 and not over 20	\$10.00
Over 20 and not over 50	\$15.00
Over 50 and not over 100	\$20.00
Over 100 – Each motor per hp	\$0.20
12. For any equipment or appliance containing more than one motor or other current consuming components in addition to the motor or motors, the combined electrical ratings, converted to KVA of all shall be used to determine the fee; for the purposed of this subsection one H.P. or one KW is equivalent to one KVA.	
13. The fees for a change of location or replacement of equipment on the same premises shall be the same as that for a new installation. However, no fees shall be required for moving any temporary construction motor from one place to another on the same site during the time of actual construction work after a permit has once been obtained.	
14. For switchboards the fees for installing, changing, replacing, relocating, or reinstalling a switchboard, or for additions to an existing switchboard shall be as follows:	
a) 600 volts and less	
First switchboard section	\$20.00
Each additional section	\$10.00
b) Over 600 volts	\$30.00
Each additional section	\$15.00
15. For distribution panels the fee for each distribution panel, panelboard, or	\$10.00

motor control panel that is installed, changed, replaced, relocated or reinstalled	
16. For service installations, the installation of each set of service conductors and equipment, including changing, replacing or relocating existing service equipment, the fees shall be as shown in the following table: Type of Service Under 600 Volts (Including One Meter) 0 to 100 Amperes 101 to 200 Amperes 201 to 500 Amperes 501 to 1200 Amperes Over 1200 Amperes All services over 600 volts For each additional meter	\$10.00 \$20.00 \$30.00 \$40.00 \$75.00 \$75.00 \$2.00
17. For alterations to a single family dwelling on new construction work, the following flat rate shall may apply to service panels, all outlets, range, dryer, and other miscellaneous circuits	\$0.035 per SF
18. For alterations to a multi family building on new construction work, the following flat rate shall may apply to subpanels, all outlets, range, dryer, and any other miscellaneous circuits	\$0.035 per SF
19. Signs	\$15.00 each
20. Inspections of damaged service	\$20.00
No permit shall be issued to any person unless all fees due are paid in full.	
OTHER INSPECTION FEES AND REFUNDS	
1. Inspections outside of normal business hours (Minimum charge-3 hours)	\$45.00 \$ 203.00 per hour
2. Reinspection fee	\$35.00 \$135.00
3. Inspections for which no fee is specifically indicated	\$34.00 \$135.00per hour
4. Additional plan review required by changes, additions or revisions to approved plans (Minimum charge—one-half hour)	\$34.00 \$135.00per hour
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	\$35.00

MECHANICAL PERMIT FEES**TABLE NO. 1-A**

1. For the issuance of each permit	\$30.00 -\$68.00
2. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTUs	\$15.00
3. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 BTU's to and including 500,000 BTUs	\$20.00
4. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 500,000 BTU's	\$25.00
5. For the installation or relocation of each floor furnace, including vent	\$15.00
6. For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$15.00
7. For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$10.00
8. For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this code	\$15.00
9. For the installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 BTU's	\$15.00
10. For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 BTU's to and including 500,000 BTU's	\$25.00
11. For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 BTU's and including 1,000,000 BTU's	\$30.00
12. For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system over 1,000,000 BTU's to and including 1,750,000 BTU's	\$45.00
13. For the installation of or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 BTU's	\$70.00
14. For each air handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto Note: This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.	\$10.00
15. For each air handling unit over 10,000 cubic feet per minute	\$15.00

16. For each evaporative cooler other than portable type	\$10.00
17. For each ventilation fan connected to a single duct	\$10.00
18. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$10.00
19. For the installation of each hood which is served by mechanical exhaust, including the ducts for hood	\$10.00
20. For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	\$10.00
21. For alterations to a single or multi-family building, the following flat rate shall may apply	\$0.045 per SF
22. Appliance inspection (PG&E)	\$25.00
OTHER INSPECTION FEES AND REFUNDS	
1. Inspections outside of normal business hours (Minimum charge – 3 hours)	\$65.00 \$203.00 per hour .
2. Reinspection fee assessed under provision of Section 305.(f)	\$50.00 \$135.00
3. Inspections for which no fee is specifically indicated (Minimum charge - one-half hour)	\$65.00 \$-135.00 per hour
4. Additional plan review as determined by the Building Official (Minimum charge - one-half hour).	\$65.00 \$135.00 per hour
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	\$35.00

Analysis by Valuation with Percentage Recovery

Sample Projects	Current Fee	Full Cost	Inspection & Plan Check Fee	Recommended Cost Recovery %
\$500 Valuation Project				
Plan Check	\$42.00	\$264.00	\$57.90	
Inspection	\$65.00	\$193.00	\$96.50	50.0%
Total for Category	\$106.00	\$457.00		
\$2,000 Valuation Project				
Plan Check	\$58.00	\$279.00	\$121.80	
Inspection	\$90.00	\$406.00	\$203.00	50.0%
Total for Category	\$148.00	\$685.00		
\$25,000 Valuation Project				
Plan Check	\$328.00	\$367.00	\$423.36	
Inspection	\$505.00	\$784.00	\$705.60	90.0%
Total for Category	\$833.00	\$1,151.00		
\$50,000 Valuation Project				
Plan Check	\$540.00	\$415.00	\$655.02	
Inspection	\$831.00	\$1,213.00	\$1,091.70	90.0%
Total for Category	\$1,371.00	\$1,628.00		
\$100,000 Valuation Project				
Plan Check	\$833.00	\$845.00	\$770.58	
Inspection	\$1,282.00	\$1,427.00	\$1,284.30	90.0%
Total for Category	\$2,116.00	\$2,273.00		
\$500,000 Valuation Project				
Plan Check	\$2,712.00	\$3,774.00	\$3,301.02	
Inspection	\$4,172.00	\$6,113.00	\$5,501.70	90.0%
Total for Category	\$6,884.00	\$9,887.00		
\$1,000,000 Valuation Project				
Plan Check	\$4,703.00	\$6,265.00	\$4,689.36	
Inspection	\$7,236.00	\$8,684.00	\$7,815.60	90.0%
Total for Category	\$11,939.00	\$14,950.00		

Cost Analysis Study Findings

Building Division
City of Lodi

January 2009



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Sacramento, CA 95814

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Sacramento, CA 95814
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January 11, 2009

Mr. Dennis Canright
Building Official
City of Lodi
221 W. Pine Street
Lodi, CA 95240

Dear Dennis:

We have completed our draft analysis of the cost of providing building inspection and plan check services to the Lodi community. This study was conducted in accordance with California Government Code 66014 cost principles. Our report includes the following three components:

1) Fiscal analysis by project size (page 4). This schedule displays the results of our analysis. Each valuation threshold, from \$500 projects up to \$1,000,000 projects, was evaluated to determine if the fee currently charged is sufficient to recapture costs expended. The results indicate the City's fees are set below cost, especially for low valuation projects. Actual cost recovery ranges from 23% to 93%. Time motion calculations are provided in the appendix on page 10.

2) Fully-burdened hourly rate calculations.

The MGT rate model builds indirect costs into the division's hourly rate structure. The proper identification of labor hours as either "direct or indirect" is crucial to the objective of full cost recovery. Indirect labor can be thought of as supervisory or clerical whereas direct labor involves plan check or inspection. Because indirect labor cannot be traced to a specific unit of service and consequently cannot be "billed," indirect costs must be recovered whenever direct labor is billed. This practice is commonly referred to as building "fully burdened" labor rates. Failure to accurately identify indirect labor hours will result in annual revenues that produce less than full cost recovery.

- Personal Services Analysis (page 6) – this schedule lists each staff category within the Building division. Staff are categorized as either direct or indirect labor.
- Indirect Cost Rate Calculation (page 7) – this schedule establishes a ratio of indirect cost to direct salaries and benefits. The Building division's indirect cost rate is calculated at 141%. The five elements of indirect cost incorporated include:

- Indirect labor – administrative and supervisory staff costs.
 - Services and supplies
 - Community Development Admin – a portion of Community Development Administration costs are charged to the Building division.
 - Planning division support – 10% of the Planning division’s budget is allocated to the Building division for support provided.
 - Operating Reserve – City policy is to maintain a 15% operating reserve.
- Fully Burdened Hourly Rate Schedule (page 8) – Salary and benefit costs, plus a 141% indirect cost markup are divided by average annual billable staff hours to arrive at fully burdened hourly rates. A breakdown of the average billable staff hours are provided in the table below:

ANNUAL BILLABLE HOURS CALCULATION

Hours	Description	Calculation
2,080	Total Annual Hours	52 weeks * 40 hours
96	Holidays	13.5 days * 8 hours
80	Vacation	2 weeks * 40 hours
80	Sick	12 Days * 8 hours
52	Daily Briefing/Staff Mtgs	52 weeks * 1 hours
177	Admin work & Breaks	10% of work day, 0.10 * remaining hours
40	Training	40 hours
1555	Annual Billable Hours	

3) Comparison analysis to regional jurisdictions (page 9). This table compares Lodi’s building fees to those charged by other regional jurisdictions. To facilitate comparison among many jurisdictions the fees are limited to building permit and plan check only. Each jurisdiction charges a set of additional fees that vary from one jurisdiction to another.

The figures presented in the comparison survey reflect a 'market basket' of what other cities charge for building services. It does not reflect each jurisdictions cost, as each jurisdiction may not be aware of their full cost and/or may consciously price their services above or below full cost

The jurisdictions included in the comparison analysis include:

- Manteca

- Modesto
- Stockton
- Tracy
- Turlock
- Vacaville

It has been a pleasure to work with your City staff. Feel free to contact me if you have any questions.

Sincerely,

Jeff Wakefield
Senior Consultant
MGT of America

CITY OF LODI
BUILDING DIVISION
 FISCAL 2008/09
 Fiscal Analysis by Project Size

Sample Projects	Full Cost ¹	Current Fee ¹	Current Cost Recovery %	Annual Number of Pmts (2 Year Avg)
\$500 valuation project				
Plan Check	\$264	\$42		
Inspection	\$193	\$65		
Total for Category	\$457	\$106	23%	18
\$2,000 valuation project				
Plan Check	\$279	\$58		
Inspection	\$406	\$90		
Total for Category	\$685	\$148	22%	149
\$25,000 valuation project				
Plan Check	\$367	\$328		
Inspection	\$784	\$505		
Total for Category	\$1,151	\$833	72%	53
\$50,000 valuation project				
Plan Check	\$415	\$540		
Inspection	\$1,213	\$831		
Total for Category	\$1,628	\$1,371	84%	49
\$100,000 valuation project				
Plan Check	\$845	\$833		
Inspection	\$1,427	\$1,282		
Total for Category	\$2,273	\$2,116	93%	136
\$500,000 valuation project				
Plan Check	\$3,774	\$2,712		
Inspection	\$6,113	\$4,172		
Total for Category	\$9,887	\$6,884	70%	19
\$1,000,000 valuation project				
Plan Check	\$6,265	\$4,703		
Inspection	\$8,684	\$7,236		
Total for Category	\$14,950	\$11,939	80%	3

Notes:

The Department is currently using 2005 building valuation factors. It is recommended that 2008 valuation factors be instituted.

Repeat unit dwellings will be assessed a plan checking fee of 25% of the building permit fee.

Reinstatement Fee: if a permit is not finalized within a two-year period, the permit must be reinstated. The reinstatement fee varies according to how complete the project is. The following schedule shall be followed for reinstatement fees:

Passed foundation inspection: 75% of original fee.

Passed frame inspection: 50% of original fee.

Passed drywall inspection: 25% of original fee.

MGT recommends institution of a Temporary Certificate of Occupancy fee of \$270.

MGT recommends institution of a Permit Extension fee of \$195.

MGT recommends a Change of Address/ Owner fee of \$135.

MGT recommends Application Revisions be charged on an hourly basis of \$135 per hour.

Hourly Rate: for services not specifically addressed an hourly rate of \$135 shall be charged.

MGT recommends the following services be charged on a flat fee basis:

Reroof - Residential	\$290	Spa	\$455
Reroof - Commercial	\$370	Mobile Home Setup	\$582
Pool	\$840	Water Heater	\$150
Pool & Spa	\$910		

1) Figures include structural, electrical, mechanical and plumbing services.

City of Lodi Building Fee Table

Current Fee Table

Valuation	Base Fee	Rate Per Unit
\$1 to \$500	\$50.00	
\$501 to \$2,000	\$50.00	\$1.30 per \$100*
\$2001 to \$25,000	\$69.50	\$14.00 per \$1,000*
\$25,001 to \$50,000	\$391.50	\$10.10 per \$1,000*
\$50,001 to \$100,000	\$644.00	\$7.00 per \$1,000*
\$100,001 to \$500,000	\$994.00	\$5.60 per \$1,000*
\$500,001 to \$1,000,000	\$3,234.00	\$4.75 per \$1,000*
\$1,000,001 and Up	\$5,609.00	\$3.15 per \$1,000*

*or fraction thereof over initial base amount

Plan Check Fee	65% of building permit
Disabled Access	5% of building permit
Energy	5% residential and 10% non-resid.
EMP Supplement	based on item count

CITY OF LODI
BUILDING DEPARTMENT
 FISCAL 2008/09

Personnel Services Analysis

	Position Title	# of FTE	Annual Salary	Indirect vs. Direct Activities			
				Indirect Sal/Ben		Direct Sal/Ben	
				%	\$	%	\$
1	Administrative Secretary (50%)	0.5	\$39,078	100.00%	39,078		
2	Comm Dev Director (50%)	0.5	\$93,118	100.00%	93,118		
3	Administrative Clerk	1.0	\$62,679	100.00%	62,679		
4	Building Inspector II	4.0	\$350,105			100.00%	350,105
5	Building Official	1.0	\$146,427	100.00%	146,427		
6	Permit Technician	2.0	\$132,055			100.00%	132,055
7	PC Engineer	1.0	\$97,382			100.00%	97,382
8							
9							
10							
11							
12							
13							
	Total:	10.00	\$ 920,844	37.06%	\$ 341,302	62.94%	\$ 579,542

CITY OF LODI
BUILDING DEPARTMENT
 FISCAL 2008/09

Indirect Cost Rate Calculation

DESCRIPTION OF COST	Total Costs	Unallowable	Allowable Indirect	Allowable Direct
A) Personnel Analysis:				
Salary and Wages	\$ 920,844		\$ 341,302	\$ 579,542
Distribution %:	100.00%		37.06%	62.94%
Temporary & Overtime	\$ 20,118			\$ 20,118
<i>Benefits</i>	\$ -		\$ -	\$ -
Subtotal:	\$ 940,962		\$ 341,302	\$ 599,660
B) Other Operating Expenses:				
Professional Services	\$ 85,000			\$ 85,000
Books & Periodicals	\$ 10,000		10,000	
Training & Education	\$ 12,000		12,000	
Other Materials & Supplies	\$ 51,354		51,354	
Postage & Cellular Phone Charges	6,400		6,400	
Subtotal:	\$ 164,754	\$ -	\$ 79,754	\$ 85,000
Total Departmental Expenditures:	\$ 1,105,716	\$ -	\$ 421,056	\$ 684,660
C) Cost Allocation Plan Allocations:				
September 2007 MuniFinacial Plan ¹	\$ 166,384		\$ 166,384	
10% of Planning Budget	92,487		92,487	
15% Operating Reserve	165,857		165,857	
Total Indirect Costs:	\$ 424,728		\$ 424,728	
D) Total Costs	\$ 1,530,444	\$ -	\$ 845,784	\$ 684,660
Total Indirect Costs:	845,784			
Total Direct Sal & Benes:	599,660		Calculated Indirect Cost Rate:	141.04%

1 Consists of support from: City Council, City Manager, City Clerk, City Attorney, Human Resources, Information Technology, Finance Revenue/Collections, Finance Accounting, Budget and Treasury, Non-Departmental and Facility Maintenance.

CITY OF LODI
BUILDING DEPARTMENT
 FISCAL 2008/09

Fully Burdened Hourly Rates

	Position	FTE	Annual Sal/Ben	Hourly		
				Sal/Ben	Overhead	Total
1	Administrative Secretary (50%)	0.5	\$ 39,078	\$ 50.27		
2	Comm Dev Director (50%)	0.5	\$ 93,118	\$ 119.78		
3	Administrative Clerk	1.0	\$ 62,679	\$ 40.31	\$ 56.86	\$ 97.17
4	Building Inspector II	4.0	\$ 350,105	\$ 56.29	\$ 79.40	\$ 135.69
5	Building Official	1.0	\$ 146,427	\$ 94.18	\$ 132.83	\$ 227.01
6	Permit Technician	2.0	\$ 132,055	\$ 42.47	\$ 59.90	\$ 102.36
7	PC Engineer	1.0	\$ 97,382	\$ 62.63	\$ 88.34	\$ 150.97
8						
9						
10						
11						
12						
13						

TOTAL: 10.00 \$ 920,844 _____

Hourly salary rate is calculated by dividing annual salary by 1555 productive hours.
 Hourly overhead rate is applied to hourly salary/benefits.

COMPARISON SURVEY - CITY OF LODI

Project Valuation	<i>LODI (CURRENT FEES)</i>	<i>MANTECA (REVIEWING FEES)</i>	<i>MODESTO (REVIEWING FEES)</i>	<i>STOCKTON (REVIEWING FEES)</i>	<i>TRACY (REVIEWING FEES)</i>	<i>TURLOCK (REVIEWING FEES)</i>	<i>VACAVILLE</i>
\$2,000 Valuation Project	\$115	\$84	\$122	\$229	\$138	\$103	\$112
\$25,000 Valuation Project	\$646	\$517	\$533	\$1,290	\$662	\$578	\$572
\$50,000 Valuation Project	\$1,063	\$851	\$858	\$2,128	\$1,086	\$949	\$933
\$100,000 Valuation Project	\$1,640	\$1,312	\$1,305	\$3,280	\$1,663	\$1,464	\$1,433
\$500,000 Valuation Project	\$5,336	\$4,182	\$4,097	\$10,435	\$5,359	\$4,764	\$4,940
\$1,000,000 Valuation Project	\$9,255	\$7,257	\$7,100	\$18,089	\$9,278	\$8,270	\$8,558

Appendix - Fully Burdened Cost Calculations

Project:	Task	Staff	Hours ¹	Hourly Rate	Fully Burdened Cost
\$500 valuation project	Plan Review	PC Engineer	1.75	\$150.97	\$264.20
	Inspection	Building Inspector	0.46	\$135.69	\$62.42
	Travel	Building Inspector	0.51	\$135.69	\$69.20
	Re-inspection	Building Inspector	0.45	\$135.69	\$61.06
					<u>\$456.89</u>
\$2,000 valuation project	Plan Review	PC Engineer	1.85	\$150.97	\$279.30
	Inspection	Building Inspector	1.9	\$135.69	\$257.82
	Travel	Building Inspector	0.84	\$135.69	\$113.98
	Re-inspection	Building Inspector	0.25	\$135.69	\$33.92
					<u>\$685.03</u>
\$25,000 valuation project	Plan Review	PC Engineer	2.43	\$150.97	\$366.87
	Inspection	Building Inspector	2	\$135.69	\$271.39
	Travel	Building Inspector	0.8	\$135.69	\$108.56
	Re-inspection	Building Inspector	0.68	\$135.69	\$92.27
	Issue Resolution	Building Inspector	2.3	\$135.69	\$312.10
					<u>\$1,151.18</u>
\$50,000 valuation project	Plan Review	PC Engineer	2.75	\$150.97	\$415.18
	Inspection	Building Inspector	4	\$135.69	\$542.78
	Travel	Building Inspector	1.64	\$135.69	\$222.54
	Re-inspection	Building Inspector	1	\$135.69	\$135.69
	Issue Resolution	Building Inspector	2.3	\$135.69	\$312.10
					<u>\$1,628.28</u>
\$100,000 valuation project	Plan Review	PC Engineer	5.6	\$150.97	\$845.45
	Inspection	Building Inspector	6	\$135.69	\$814.16
	Travel	Building Inspector	1.29	\$135.69	\$175.04
	Re-inspection	Building Inspector	1.23	\$135.69	\$166.90
	Issue Resolution	Building Inspector	2	\$135.69	\$271.39
					<u>\$2,272.95</u>
\$500,000 valuation project	Plan Review	PC Engineer	25	\$150.97	\$3,774.33
	Inspection	Building Inspector	17.8	\$135.69	\$2,415.35
	Travel	Building Inspector	4.25	\$135.69	\$576.70
	Re-inspection	Building Inspector	8.5	\$135.69	\$1,153.40
	Issue Resolution	Building Inspector	14.5	\$135.69	\$1,967.56
					<u>\$9,887.34</u>
\$1,000,000 valuation project	Plan Review	PC Engineer	41.5	\$150.97	\$6,265.39
	Inspection	Building Inspector	39	\$135.69	\$5,292.06
	Travel	Building Inspector	4.6	\$135.69	\$624.19
	Re-inspection	Building Inspector	4.9	\$135.69	\$664.90
	Issue Resolution	Building Inspector	15.5	\$135.69	\$2,103.25
					<u>\$14,949.80</u>

1) hours based on a sample of Permits Plus data.

MGT OF AMERICA – COMPANY PROFILE

QUALIFICATIONS

Corporate: MGT is a national research and management consulting firm specializing in providing management and financial services to public-sector clients. Founded in Tallahassee, Florida in 1974, MGT has grown to include regional offices in Sacramento, California; Austin, Texas; and Olympia, Washington. The firm's staff of over 130 professionals brings a wealth of knowledge and depth of understanding to all client engagements, delivering the highest quality and timely services to clients.

Over the past 33 years, the firm has successfully served more than 3,200 clients in 48 states and several foreign countries. Our mission "to improve the efficiency and effectiveness of governments, nonprofits, and other organizations serving the public" is supported by the capacity to deliver an extensive range of services. These services include:

- ❖ Cost Studies
- ❖ Performance Audits and Management Reviews
- ❖ Performance Measurement & Management
- ❖ Business Process Reengineering
- ❖ Strategic Planning
- ❖ Investigative Audits
- ❖ Program Evaluation
- ❖ Information Technology Staff Augmentation

Cost Services Division: The firm recently acquired Public Resource Management Group, LLC (PRM), the fastest-growing provider of cost allocation plans, indirect cost rate studies, state mandated cost claims, and user fee studies in the United States. This acquisition has significantly expanded MGT's ability to provide a wide array of costing services to state and local governments. The Costing Services Division totals 20 professionals. There is no firm in the marketplace today that can offer a client the user fee expertise that MGT delivers. The client-first philosophy is ingrained in the fabric and history of both MGT and PRM.

The listing of clients served (please see below) are those of the MGT consultants currently with the firm and not, as may be represented by others, the product of former employees.

Our senior level consultants are recognized as national experts in their respective fields. In addition, most of our professionals have "walked in their clients' shoes" having worked in public service prior to starting their consulting careers. Our firm is small enough to provide personalized service with reasonable fees; yet, large enough to serve a national client base and exceed the requirements of the most sophisticated, demanding clients.

Following is a list of our user fee clients from the past five years inclusive:

CALIFORNIA USER FEE CLIENTS

- ❖ Agoura Hills
- ❖ Antioch
- ❖ Arcata
- ❖ La Habra
- ❖ La Mesa
- ❖ Livermore
- ❖ Riverside County
- ❖ Roseville
- ❖ Sacramento

- ❖ Calabasas
- ❖ Ceres
- ❖ Cupertino
- ❖ Daly City
- ❖ Dixon
- ❖ Emeryville
- ❖ Encinitas
- ❖ Folsom
- ❖ Fremont
- ❖ Irvine

- ❖ Long Beach
- ❖ Los Alamitos
- ❖ Los Gatos
- ❖ Modesto Dev Dpt.
- ❖ Newport Beach
- ❖ Orange County Fire
- ❖ Pittsburg
- ❖ Pleasanton
- ❖ Redlands
- ❖ Redondo Beach

- ❖ San Diego Engineering
 - ❖ San Francisco
 - ❖ San Mateo County Assessor
 - ❖ Santa Ana
 - ❖ Santa Barbara
 - ❖ Santa Clara
 - ❖ South Lake Tahoe
 - ❖ Whittier
 - ❖ Yuba City
-

RANGE OF EXPERIENCE

Mr. Wakefield has an extensive background working with local government. His 20 years of experience includes senior positions with three major consulting firms, all focused on governmental cost accounting.

Mr. Wakefield is currently a Senior Consultant, having joined MGT in 2004 after leaving a senior position at Muni-Financial, a well known, California-based local governmental consulting firm.

Since joining MGT, Mr. Wakefield has served as co-director of the firm's user-fee projects, affording him extensive experience with the complex analysis of development related fee-for-service areas. He has a thorough understanding of the federal and state laws governing the cost analysis of user-fee-related services. Mr. Wakefield is a full-time employee and has completed hundreds of consulting engagements for local governments during his career.

PROFESSIONAL AND BUSINESS EXPERIENCE

Financial

Project Management. Mr. Wakefield has managed numerous large governmental user-fee projects during his 20-year career. His management experience includes projects for large governmental agencies such as San Jose, San Francisco, Anaheim, and Sacramento in California and many others.

Research and Statistical Background. Mr. Wakefield recently represented MGT and the City of Long Beach at legislative hearings at the State Capitol in Sacramento, California. The hearings were conducted by the state legislative committees determining pending legislation to the full cost analysis process to be adopted by state departments. Mr. Wakefield presented information related to the "best practices" adopted by large governmental agencies in the western United States.

Cost Allocation. Mr. Wakefield has completed cost allocation related projects for hundreds of governmental agencies over his career. He has managed projects for large governmental agencies such as Anaheim, San Francisco, Sacramento, and San Jose in California.

YEARS OF EXPERIENCE: 20

MGT of America, Inc.
Senior Consultant
Aug. 2007—Present

*Public Resource
Management Group LLC*
Senior Project Director
2004—July 2007

MuniFinancial
2000—2004

*David M. Griffith and
Associates, LTD*
1991—2000

EDUCATION/ CERTIFICATIONS

BS, Accounting,
University of Redlands

SPECIFIC REPRESENTATIVE EXPERIENCE

2004—Present: MGT: Mr. Wakefield is a senior member of the firm's cost accounting group. He is responsible for project management, direction, analysis and senior level consulting assignments. He is a recognized state expert in the full cost analysis of development related user fee services provided by local government. His clients have included some of the nation's largest local governments including: San Jose, Long Beach, San Francisco and Anaheim.

2000—2004: Muni-Financial: While at Muni-Financial, Mr. Wakefield held a number of senior positions. He was responsible for the development of the firm's cost allocation plan and user fee software.

1991—2000: David M. Griffith and Associates, LTD: Mr. Wakefield joined DMG as a junior level consultant and spent nine years working in all areas of cost analysis consulting. He left DMG as a Senior Project Manager to assist another firm in its initial efforts of building a cost accounting consulting practice



ANNIVERSARY

CELEBRATING TWENTY YEARS
OF BUILDING EXCELLENCE

**BUILDING INDUSTRY ASSOCIATION
OF THE DELTA**

RECEIVED

FEB 03 2009

**COMMUNITY DEVELOPMENT DEPT
CITY OF LODI**

January 30, 2009

Rad Bartlam
City of Lodi
221 W Pine St.
Lodi, CA 95240

Rad,

On behalf of the members of the Building Industry Association I want to thank you for sitting down with us to discuss the Cost Analysis Study. The analysis seems to have been conducted in a reasonable manner with a thorough investigation into actual costs to the City for services provided.

We have found no errors in the assumptions, calculations or methods for preparing this fee update. Also we are pleased to know the City will be sensitive to the current conditions of the economy when implementing any fee increases.

One notable item learned in the analysis is the category of new development related to residential construction had the highest percentage of cost recovery out of all categories. This shows that new residential construction has been paying its fair share.

Thank you,

John Beckman
Chief Executive Officer

OFFICERS

Dudley McGee
Kimball Hill Homes
Mahesh Ranchhod
American-USA Homes
Jeremy White
The Grupe Company
John Looper
Top Grade Construction

BOARD OF DIRECTORS

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Old Republic Title Company
Matt Arnaiz
H.D. Arnaiz Corporation
Rod Attebery
Neumiller & Beardslee
Rey Chavez
Kelly-Moore Paint Company
Ryan Gerding
Pulte Homes
Cathy Ghan
Oak Valley Community Bank
George Gibson
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Steve Herum
Herum Crabtree Brown
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AKF Development, LLC
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Tokay Development
Steve Moore
Calandev Development
Zandra Morris
Old Republic Title Company
Toni Raymus
Raymus Homes, Inc.
Tony Souza
Souza Realty & Development

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING COMMUNITY DEVELOPMENT
DEPARTMENT BUILDING CODE RELATED FEES

=====

WHEREAS, the Lodi Municipal Code requires the City Council to set fees for various services provided by the City of Lodi to recover the costs associated with providing specific services and programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds as follows:

1. That the Building Code related permit/inspection fees attached hereto as Exhibit A, are approved; and
2. All resolutions or parts of resolutions in conflict herewith are repealed insofar as such conflict may exist; and
3. This resolution shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect on July 1, 2009.

Dated: March 4, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2009, by the following vote:

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

RANDI JOHL
City Clerk



BUILDING FEES COLLECTED AT PERMIT ISSUANCE

CITY OF LODI, COMMUNITY DEVELOPMENT DEPARTMENT, 221 W. PINE ST., LODI, CA 95240
 PHONE: (209) 333-6714 FAX: (209) 333-6842

Building Permit Fee	Table 1A (page 3)
Building Plan Check Fee	60% of building permit fee Table 1A
Plumbing	Miscellaneous Table 1-1 (page 5)
Electrical	Miscellaneous Table 3-A (page 7)
Mechanical	Miscellaneous Table 1-A (page 9)
Disabled Access	10% of building permit fee
Energy	10% residential and 10% non-residential
Plan Maintenance	10% of building permit fee (non-residential only.)
Strong Motion Inst. Fee	Valuation x 0.0001
Fire Inspection	25% of building permit fee
Fire Plan Check	25% of building plan review fee

BUILDING PERMIT FEES**TABLE NO. 1-A**

TOTAL VALUATION	FEES <i>The building permit fees for new construction include Mechanical, Plumbing and Electrical, There is a 20 percent reduction in value if the building is a shell.</i>
\$1.00 to \$500	\$75.00
\$501 to \$2,000	\$96.00 for the first \$500 plus \$7.13 each additional \$100 or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$203.00 for the first \$2,000 plus \$21.86 for each additional thousand or fraction thereof to and including \$25,000.
\$25,001 to \$50,000	\$706.00 for the first \$25,000 plus \$15.44 for each additional thousand, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$1,092.00 for the first \$50,000 plus \$3.84.00 for each additional thousand, or fraction thereof, to and including \$100,000.
\$100,001 to 500,000	\$1,284.00 for the first \$100,000 plus \$10.54 for each additional thousand, or fraction thereof. to and including . \$500,000
\$500,001 to \$1,000,000	\$5,502.00 for the first \$500,000 plus \$4.63 for each additional thousand or fraction thereof, to and including \$1,000,000.
\$1,000,001 and up	\$7,817.00 for the first \$1,000,000 plus \$3.15 for each additional thousand or fraction thereof.

OTHER INSPECTION FEES AND REFUNDS:

1. Inspections outside of normal business hours (Minimum charge - 3 hours)	\$203.00 per hour..
2. Reinspection fee assessed under provision of Section 108.8	\$135.00 each
3. Inspection for which no fee is specifically indicated	\$135.00 per hour.
4. Additional plan review required by changes, additions or revisions to approved plans. (Minimum charge - one half hour)	\$135.00per hour.
5. Special inspections required by owners, real estate agencies, or loan agencies to determine compliance to the Building Code in effect at the time of construction: First hour Each additional hour	\$135.00 \$68.00
6. Refunds on all permits shall be subject to an administrative processing fee	\$35.00
7. Board of Appeals Fee	\$250.00
8. Demolition Permit	\$135.00

9. Manufactured Home, Commercial Coach	\$583.00 set fee
10. Maintenance of Building Plans	Fees to comply with Section 19850, Part 7 of the Health and Safety Code of the State of California. All new non-residential building plans, except agricultural buildings: Five percent (10%) of the building permit fee.
11. Disabled Access Surcharge	Multi-family residential disabled access surcharge shall be ten percent (10%) of the building permit fee. Commercial disabled access surcharge shall be five percent (10%) of the building permit fee.
12. Energy Compliance Surcharge	Residential energy compliance surcharge shall be ten percent (10%) of the building permit fee. Commercial energy compliance surcharge shall be ten percent (10%) of the building permit fee.
13. Plan Checking Fees	The plan checking fees for all buildings shall be sixty percent (60%) of the building permit fee, as set forth in this schedule.
14. Re-Roof Residential	\$290.00 Set fee
15. Re-Roof Commercial	\$370.00 Set fee
16. Pool	\$840.00 set fee
17. Pool & spa	\$910.00 set fee
18. Spa	\$455.00 set fee
19. Water heater	\$150.00
20. Reinstatement Fee: if permit is not finalized within two-year period, the reinstatement fee varies according to how complete the project is. The following schedule shall be followed for reinstatement fees.	Passed Foundation inspection: 75% of original building permit fee Passed frame inspection: 50% of original building permit fee Passed drywall inspection: 25% of original building permit fee
21. Temporary Certificate of Occupancy	\$270.00
22. Permit Extension	\$195.00
23. Authorization to Connect Inspection Certificate of Occupancy issued with an Authorization to connect.	\$135.00 \$68.00

PLUMBING PERMIT FEES**TABLE NO. 1-1**

For issuing each permit	\$68.00
In addition:	
1. For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$5.00
2. For each building sewer	\$10.00
3. Solar heaters	\$15.00
4. Rainwater systems-per drain	\$ 5.00
5. For each fire hydrant (first one) (each additional)	\$170.00 \$ 45.00
6. For each private sewage disposal system	\$25.00
7. For each heater and/or vent	\$ 5.00
8. For each gas piping system of one (1) to five (5) outlets	\$ 7.00
9. For each gas piping system of six (6) or more, per outlet	\$ 2.00
10. For each industrial waste pre-treatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	\$30.00
11. For installation, alteration or repair of water piping and/or water treating equipment	\$ 7.00
12. For repair or alteration of drainage or vent piping	\$ 7.00
13. For each lawn sprinkler system on any one meter, including backflow protection devices therefore	\$ 7.00
14. For vacuum breakers or backflow protective devices on tanks, vats, etc. or floor installation on plumbing fixtures including necessary water piping: One (1) to five (5) Over five (5), each	\$ 7.00 \$ 1.50
15. Gasoline storage tanks	\$30.00
16. Fire sprinkler systems shall be based on value charged according to the fee schedule of Section 15.04.030 of the Code of the City of Lodi	
17. Gas piping pressure test (PG&E)	\$15.00
OTHER INSPECTION FEES AND REFUNDS:	
1. Inspections outside of normal business hours (Minimum charge -3 hours)	\$203.00 per hour

2. Reinspection fee	\$135.00 per hour
3. Inspections for which no fee is specifically indicated	\$135.00 per hour
4. Additional plan review required by the Building Official (Minimum charge – one-half hour)	\$135.00 per hour
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	\$35.00

ELECTRICAL PERMIT FEES
TABLE NO. 3-A

1. For issuing permits, a fee shall be paid for issuing each permit in addition to all other charges specified in this section	\$68.00
2. For wiring outlets at which current is used or controlled	\$1.00
3. For fixtures, sockets, or other lamp holding devices less than eighteen inches apart	\$1.00
4. For each five feet or fraction thereof multi-outlet assembly	\$1.00
5. For electric discharge lighting fixtures	\$2.00
6. Mercury vapor lamps and equipment	\$2.00
7. Heaters	\$4.00
8. X-ray machines	\$5.00
9. Swimming pools	\$30.00
10. Electric ranges, range top and ovens, clothes dryers, water heaters	\$5.00
11. For fixed motors, transformers, welder, rectifier, air conditioners and other miscellaneous equipment or appliances shall be that given in the following table for the rating thereof;	
Up to and including 1 hp	\$5.00
Over 1 and not over 5	\$7.00
Over 5 and not over 20	\$10.00
Over 20 and not over 50	\$15.00
Over 50 and not over 100	\$20.00
Over 100 - Each motor per hp	\$0.20
12. For any equipment or appliance containing more than one motor or other current consuming components in addition to the motor or motors, the combined electrical ratings, converted to KVA of all shall be used to determine the fee; for the purposed of this subsection one H.P. or one KW is equivalent to one KVA.	
13. The fees for a change of location or replacement of equipment on the same premises shall be the same as that for a new installation. However, no fees shall be required for moving any temporary construction motor from one place to another on the same site during the time of actual construction work after a permit has once been obtained.	
14. For switchboards the fees for installing, changing, replacing, relocating, or reinstalling a switchboard, or for additions to an existing switchboard shall be as follows:	
a) 600 volts and less	
First switchboard section	\$20.00
Each additional section	\$10.00
b) Over 600 volts	\$30.00
Each additional section	\$15.00

15. For distribution panels the fee for each distribution panel, panelboard, or motor control panel that is installed, changed, replaced, relocated or reinstalled	\$10.00
16. For service installations, the installation of each set of service conductors and equipment, including changing, replacing or relocating existing service equipment, the fees shall be as shown in the following table: Type of Service Under 600 Volts (Including One Meter) 0 to 100 Amperes 101 to 200 Amperes 201 to 500 Amperes 501 to 1200 Amperes Over 1200 Amperes All services over 600 volts For each additional meter	\$10.00 \$20.00 \$30.00 \$40.00 \$75.00 \$75.00 \$2.00
17. Signs	\$15.00 each
18. Inspections of damaged service	\$20.00
No permit shall be issued to any person unless all fees due are paid in full.	
OTHER INSPECTION FEES AND REFUNDS	
1. Inspections outside of normal business hours (Minimum charge -3 hours)	\$ 203.00 per hour
2. Reinspection fee	\$135.00
3. Inspections for which no fee is specifically indicated	\$135.00per hour
4. Additional plan review required by changes, additions or revisions to approved plans (Minimum charge—one-half hour)	\$135.00per hour
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	\$35.00

MECHANICAL PERMIT FEES**TABLE NO. 1-A**

1. For the issuance of each permit	\$68.00
2. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTUs	\$15.00
3. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 BTU's to and including 500,000 BTUs	\$20.00
4. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 500,000 BTU's	\$25.00
5. For the installation or relocation of each floor furnace, including vent	\$15.00
6. For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$15.00
7. For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$10.00
8. For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this code	\$15.00
9. For the installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 BTU's	\$15.00
10. For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 BTU's to and including 500,000 BTU's	\$25.00
11. For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 BTU's and including 1,000,000 BTU's	\$30.00
12. For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system over 1,000,000 BTU's to and including 1,750,000 BTU's	\$45.00
13. For the installation of or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 BTU's	\$70.00
14. For each air handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto Note: This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.	\$10.00
15. For each air handling unit over 10,000 cubic feet per minute	\$15.00

16. For each evaporative cooler other than portable type	\$10.00
17. For each ventilation fan connected to a single duct	\$10.00
18. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$10.00
19. For the installation of each hood which is served by mechanical exhaust, including the ducts for hood	\$10.00
20. For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	\$10.00
21. Appliance inspection (PG&E)	\$25.00
OTHER INSPECTION FEES AND REFUNDS	
1. Inspections outside of normal business hours (Minimum charge - 3 hours)	\$203.00 per hour
2. Reinspection fee assessed under provision of Section 305.(f)	\$135.00
3. Inspections for which no fee is specifically indicated (Minimum charge - one-half hour)	\$135.00 per hour
4. Additional plan review as determined by the Building Official (Minimum charge - one-half hour).	\$135.00 per hour
5. Refunds on all permits shall be subject to a \$35.00 administrative processing fee.	\$35.00



Please immediately confirm receipt of this fax by calling 333-6702

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER THE BUILDING DIVISION COST ANALYSIS STUDY AND ADOPTION OF FEE SCHEDULE

PUBLISH DATE: SATURDAY, FEBRUARY 21, 2009

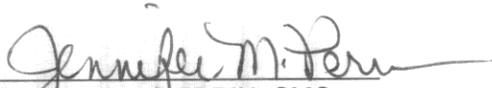
LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, FEBRUARY 19, 2009

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 1:35pm (time) on 2/19/09 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ CM _____ JMP (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER THE BUILDING DIVISION COST ANALYSIS STUDY AND ADOPTION OF FEE SCHEDULE

On Friday, February 20, 2009, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider the Building Division Cost Analysis Study and adoption of fee schedule (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on February 20, 2009, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**



JENNIFER M. PERRIN, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER THE BUILDING DIVISION COST ANALYSIS STUDY AND ADOPTION OF FEE SCHEDULE

On Friday, February 20, 2009, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider the Building Division Cost Analysis Study and adoption of fee schedule, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

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

Executed on February 20, 2009, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. PERRIN, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: March 4, 2009

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

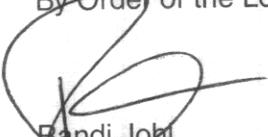
NOTICE IS HEREBY GIVEN that on **Wednesday, March 4, 2009**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Building Division Cost Analysis Study and adoption of fee schedule.**

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

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

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: February 18, 2009

Approved as to form:



D. Stephen Schwabauer
City Attorney

Building Fees Public Hearing Mailing List

EXHIBIT B

Company	Contact	Address	City	State	Zip
BIA	John Beckman	509 W. Weber Ave., Suite 410	Stockton	CA	95203



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Post for One Vacancy on the Lodi Arts Commission

MEETING DATE: March 4, 2009

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for one vacancy on the Lodi Arts Commission.

BACKGROUND INFORMATION: The City Clerk's Office received a letter of resignation from Lodi Arts Commissioner, Frances Benavidez. It is, therefore, recommended that the City Council direct the City Clerk to post for the vacancy shown below.

Lodi Arts Commission

Frances Benavidez Term to expire July 1, 2009

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. The City Council is requested to direct the City Clerk to make the necessary postings.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution to Grant Designated Period for Two Years Additional Service Credit.

MEETING DATE: March 4, 2009

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution to grant designated period for Two Years Additional Service Credit.

BACKGROUND INFORMATION: The budget shortfall in FY 2008/09 and the anticipated need to further reduce City spending in FY 2009/10 has necessitated the City explore additional options to reduce staffing. California Government Code Section 20903, through CalPERS, allows the City (as part of a budget-reduction process) to offer a retirement incentive of two years service credit to employees. The City's contract with CalPERS allows this option to be offered to Miscellaneous and Fire (sworn) employees, with the requirement that participating employees be at least 50 years old, have five years of service credit with PERS, and retire within a specified period of time as identified by the City.

The City of Lodi desires to designate a period in which eligible employees qualify for Two Years Additional Service Credit, based on the amendment to the PERS contract.

The designated period for Two Years Additional Service Credit would begin March 5, 2009 and go through August 31, 2009 for eligible Miscellaneous and Fire (sworn) members in the following classifications: Associate Civil Engineer, Building Inspector II, Dispatcher/Jailer, Fire Captain, Fire Chief, Fire Inspector, Park Maintenance Worker II & III, Program Coordinator, Public Works Inspector, and Senior Planner.

California Public Employees' Retirement System (CalPERS) requires a two-step process in which the cost of the increase in retirement benefits must be made public at least two weeks prior to the adoption of the final resolution. This resolution grants final approval and completes the process.

FISCAL IMPACT: The cost of this benefit will be amortized over 20 years and included in the City's CalPERS employer contribution rate beginning in FY 2011-2012. Although the net savings depends on the number of employees who accept the benefit, the anticipated job vacancies are expected to save the City nearly \$1 million annually.

FUNDING AVAILABLE: Not applicable.

Respectfully submitted,

Dean Gualco, Human Resources Manager

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL TO
GRANT ANOTHER PERIOD FOR TWO YEARS
ADDITIONAL SERVICE CREDIT

=====

WHEREAS, the City Council of the City of Lodi is a contracting Public Agency of the Public Employees' Retirement System; and

WHEREAS, the City of Lodi desires to provide another designated period for Two Years Additional Service Credit, Section 20903, based on the contract amendment included in said contract which provided for Section 20903, Two Years Additional Service Credit, for eligible members;;

NOW, THEREFORE, BE IT RESOLVED that said City Council does seek to add another designated period, and does hereby authorize this Resolution, indicating a desire to add a designated period from March 5, 2009 through August 31, 2009 for eligible members in the following classifications:

Classification	Department
Associate Civil Engineer	Public Works
Building Inspector II	Community Development
Dispatcher/Jailer	Police
Fire Captain	Fire
Fire Chief	Fire
Fire Inspector	Fire
Park Maintenance Worker II & III	Parks and Recreation
Program Coordinator	Community Center
Public Works Inspector	Public Works
Senior Planner	Community Development

Date: March 4, 2009

=====

I hereby certify that Resolution No. 2009-_____ as passed and adopted by the Lodi City Council in a regular meeting held March 4, 2009, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Provide Staff Direction Regarding Drafting Ordinance Reducing Maximum Street Parking for Recreational Vehicles

MEETING DATE: March 4, 2009

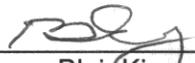
PREPARED BY: City Attorney

RECOMMENDED ACTION: Provide direction to staff regarding whether to draft an Ordinance reducing maximum street parking for recreational vehicles.

BACKGROUND INFORMATION: Currently, recreational vehicles and regular vehicles are both subject to a 72-hour maximum parking limit (Lodi Municipal Code §10.44.030). Council Member Mounce has requested that Council consider limiting recreational vehicle parking to some number of hours less than the current 72 hours. Accordingly, this item is on for Council direction regarding whether staff should prepare an Ordinance for council consideration.

FISCAL IMPACT: N/A.


Stephen Schwabauer
Lodi City Attorney

APPROVED: 
Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$345,276.99).

MEETING DATE: March 4, 2009 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$345,276.99).

BACKGROUND INFORMATION: Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn and Miscellaneous Invoices for services incurred relative to the Environmental Abatement Program litigation that are currently outstanding and need to be considered for payment.

Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Acct.
	135089	Jan. 2009	Hemming Morse, Inc.	39,970.00
8002	113289	Jan. 2009	People v. M&P	3,083.66
8008	113209	Jan. 2009	City of Lodi v. Envision	295,848.68
	134215	Aug. 2008	Hemming Morse, Inc.	356.00
Total				\$339,258.34

MISCELLANEOUS

Invoice No.	Date	Description	Water Account
7430	Feb-09	Carol Nygard, Deposition Reporter	300.00
7431	Feb-09	Carol Nygard, Deposition Reporter	576.00
7433	Jan-09	Carol Nygard, Deposition Reporter	1,377.90
1098	Jan-Feb09	Benchmark Video	2,438.75
PL129423	Jan-09	Esquire	1,326.00
			\$6,018.65

FISCAL IMPACT: All expenses will be paid out of the Water Fund.

FUNDING AVAILABLE: 184010.7323 - \$345,276.99

D. Stephen Schwabauer, City Attorney

APPROVED: _____
Blair King, City Manager