LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

TM

AGENDA – REGULAR MEETING

Date: **March 7, 2012**
Time: **Closed Session 5:30 p.m.**
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:
Randi Johl, City Clerk
Telephone: (209) 333-6702

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

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

b) Conference with Janice Magdich, Deputy City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

c) Conference with Janice Magdich, Deputy City Attorney (Labor Negotiator), Regarding City Council Appointees, City Manager and City Clerk; Conference with Konradt Bartlam, City Manager (Labor Negotiator), Regarding City Council Appointee, City Attorney, Pursuant to Government Code §54957.6

d) Prospective Assignment of P & K Fitness of Lodi (aka Cross Fit) Lease at 111 North Stockton Street, Suite B, Lodi, CA; the Negotiating Parties are the City of Lodi and Jeff Hunt; Price and Terms are Under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

B-1 American Red Cross Month Proclamation

B-2 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)

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

C-1 Receive Register of Claims in the Amount of $9,694,170.93 (FIN)

C-2 Approve Minutes (CLK)
a) February 14, 21, and 28, 2012 (Shirtsleeve Sessions)
b) February 15, 2012 (Regular Meeting)

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Well 6R Granular Activated Carbon Treatment System (PW)

Res. C-4 Adopt Resolution Appropriating $25,000 for Lodi Lake Park Shade Structure Repairs (PRCS)

C-5 Accept Improvements Under Contract for White Slough Water Pollution Control Facility Biosolids Dewatering and Storage Facility Project (PW)

C-6 Accept Improvements Under Contract for G-Basin (DeBenedetti Park) Stormwater Pump Station Project (PW)

Res. C-7 Adopt Resolution Authorizing the City Manager to Execute Contract Change Order No. 1 with Michels Pipeline Construction, of Salem, Oregon, for Wastewater Main Rehabilitation Program Project No. 5 ($318,810) (PW)

Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Department of Transportation Program Supplement to Administering Agreement for Harney Lane Grade Separation Project (PW)

Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Amendment No.1 to the Industrial Waste Connection Memorandum of Understanding with Jessie's Grove Winery (CM)

Res. C-10 Adopt Resolution Authorizing Participation with the Delta Coalition in the Joint Hiring of Sacramento Advocates, Inc., of Sacramento ($8,000) (PW)

Res. C-11 Adopt Resolution Approving Lodi Fire Mid-Management Statement of Benefits (CM)

C-12 Approve Waiver of Conflict of Interest for Meyers Nave's Representation of Northern California Power Agency (CA)

Res. C-13 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy (CLK)

C-14 Set Public Hearing for March 21, 2012, to Consider Adopting Resolution Certifying Mitigated Negative Declaration as Adequate Environmental Documentation for the Hutchins Street Reconstruction Project (PW)

C-15 Set Public Hearing for March 21, 2012, to Approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program (CD)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

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

G. Public Hearings – None

H. Communications

H-1 Post for Vacancies on the Lodi Animal Advisory Commission (CLK)

I. Regular Calendar

Res. I-1 Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 2 Project and Appropriating Funds ($5,690,000): (PW)

a) Teichert Construction, of Roseville, for Construction ($4,199,640);

b) RMC Water and Environment, of Walnut Creek, for Construction Administration Services ($416,993); and

c) National Meter and Automation, Inc., of Santa Rosa, for Meter Assemblies and Field Documentation ($527,199)

J. Ordinances – None

K. Adjournment

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

_____
Randi Johl
City Clerk

AGENDA ITEM B-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: American Red Cross Month Proclamation

MEETING DATE: March 7, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Mounce present a proclamation proclaiming the month of March 2012 as "American Red Cross Month" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the month of March 2012 as "American Red Cross Month" in the City of Lodi. Liza Cruz, Regional Manager with the San Joaquin American Red Cross, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager

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AGENDA ITEM B-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

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

MEETING DATE: March 7, 2012

PREPARED BY: Parks, Recreation, and Cultural Services Interim Director

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

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
Jeff Hood
Parks, Recreation, and Cultural Services Interim Director

Prepared by: Jeff Hood
Parks, Recreation, and Cultural Services Interim Director

APPROVED: _____
Konradt Bartlam, City Manager

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims through February 16, 2012 in the Total Amount of $9,694,170.93.

MEETING DATE: March 7, 2012

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for $9,694,170.93.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $9,694,170.93 through 2/16/12. Also attached is Payroll in the amount of $1,119,815.92.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

_____
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

As of Thursday	Fund	Name	Amount
02/16/12	00100	General Fund	2,188,381.02
	00120	Vehicle Replacement Fund	40,556.73
	00123	Info Systems Replacement Fund	20,842.72
	00160	Electric Utility Fund	3,659,318.30
	00161	Utility Outlay Reserve Fund	187,291.58
	00164	Public Benefits Fund	26,017.85
	00166	Solar Surcharge Fund	60,129.00
	00170	Waste Water Utility Fund	76,222.63
	00171	Waste Wtr Util-Capital Outlay	7,045.40
	00175	IMF Storm Facilities	800.00
	00180	Water Utility Fund	20,167.61
	00181	Water Utility-Capital Outlay	2,136,471.26
	00210	Library Fund	9,137.11
	00230	Asset Seizure Fund	560.00
	00234	Local Law Enforce Block Grant	11,338.18
	00235	LPD-Public Safety Prog AB 1913	61.44
	00260	Internal Service/Equip Maint	46,740.36
	00270	Employee Benefits	524,423.22
	00300	General Liabilities	202,029.59
	00310	Worker's Comp Insurance	30,339.48
	00321	Gas Tax-2105,2106,2107	15,361.06
	00325	Measure K Funds	18,686.48
	00330	RTIF County/COG	46,913.65
	00331	Federal - Streets	8,845.93
	00338	IMF-Regional Transportation	1,818.86
	00340	Comm Dev Special Rev Fund	1,322.37
	00347	Parks, Rec & Cultural Services	44,014.05
	00410	Bond Interest & Redemption	2,860.00
	00447	First Time Homebuyers-FTHB	83.38
	00459	H U D	42,086.10
	01211	Capital Outlay/General Fund	2,141.40
	01217	IMF Parks & Rec Facilities	10.78
	01250	Dial-a-Ride/Transportation	14,323.43
	01251	Transit Capital	20,626.53
	01252	Transit-Prop. 1B	60,025.28
	01410	Expendable Trust	104,047.58
Sum			9,631,040.36
	00184	Water PCE-TCE-Settlements	378.00
	00185	PCE/TCE Rate Abatement Fund	18,545.52
	00190	Central Plume	44,207.05
Sum			63,130.57
Total Sum			9,694,170.93

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	02/05/12	00100	General Fund	644,931.74
		00160	Electric Utility Fund	145,812.75
		00161	Utility Outlay Reserve Fund	14,049.96
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	99,468.15
		00180	Water Utility Fund	155.52
		00210	Library Fund	30,550.08
		00235	LPD-Public Safety Prog AB 1913	1,422.79
		00260	Internal Service/Equip Maint	14,935.53
		00321	Gas Tax-2105,2106,2107	27,406.66
		00340	Comm Dev Special Rev Fund	22,412.19
		00345	Community Center	111.08
		00347	Parks, Rec & Cultural Services	107,655.64
		01250	Dial-a-Ride/Transportation	7,120.05
Pay Period Total:				
Sum				1,119,815.92

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) February 14, 2012 (Shirtsleeve Session)
b) February 15, 2012 (Regular Meeting)
c) February 21, 2012 (Shirtsleeve Session)
d) February 28, 2012 (Shirtsleeve Session)

MEETING DATE: March 7, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) February 14, 2012 (Shirtsleeve Session)
b) February 15, 2012 (Regular Meeting)
c) February 21, 2012 (Shirtsleeve Session)
d) February 28, 2012 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

_____
Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

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LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 14, 2012

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 14, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Pro Tempore Nakanishi
Absent: Mayor Mounce
Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Second Quarter Fiscal Year 2011/12 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

City Manager Bartlam briefly introduced the subject matter of the quarterly utility updates.

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding the water/wastewater quarterly update. Specific topics of discussion included water/wastewater cash flow summary, operating results, cash balances, bad debt write off, and utility accomplishments.

In response to Council Member Hansen, Mr. Swimley stated the dewatering project is being commissioned.

In response to Council Member Hansen, Deputy City Manager Jordan Ayers stated the bad debt write off is for the first six months of the year and is down compared to last year.

In response to Council Member Johnson, Mr. Ayers stated the bad debt numbers are down due to enforcement of time lines and more deposit requirements.

In response to Council Member Hansen, Mr. Swimley stated the permit documentation is to be submitted on March 4, 2012, it expires in September, and the new permit will be valid for five years.

City Manager Bartlam and Electric Utility Director Liz Kirkley provided a PowerPoint presentation regarding the electric utility quarterly update. Specific topics of discussion included electric utility cash flow summary, operating results, cash balances, power supply costs, power sales, Energy Cost Adjustment (ECA) revenue, billing statistics, bad debt write off, Northern California Power Agency (NCPA) general operating reserve (GOR), open position, and utility accomplishments.

In response to Council Member Johnson, Mr. Bartlam stated that, due to the lack of success in recruiting senior electric utility positions from the outside, the department may shift its focus to grow an internal pool of successful candidates similar to its current lineman program.

In response to Council Member Hansen, Mr. Bartlam stated the training may be a combination of in-house experience and outside education.

In response to Council Member Katzakian, Mr. Ayers stated the debt service is front loaded in that it is driven by the dates of service, which are January 1 and July 1.

In response to Council Member Hansen, Mr. Bartlam stated the cash on hand equates to 122 days.

In response to Council Member Johnson, Mr. Bartlam stated the City Council previously approved canceling the power sharing agreement with Seattle, which had been in place for approximately 20 years. Mr. Bartlam stated there is a seven-year unwinding period from the cancellation for the City and any other member who cancels the agreement.

Mayor Pro Tempore Nakanishi requested a brief one-page summary of the history and status of the power sharing agreement with Seattle and an overview of the ECA and its workings.

In response to Council Member Johnson, Ms. Kirkley stated there are no surprises with the unwinding of the agreement as the utility knows exactly where it will be with respect to the agreement for the next seven years.

In response to Council Member Hansen, Ms. Kirkley stated to date they have not received any interest from the larger customers to move the ECA to a quarterly or biannual basis from its current monthly status.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam provided a brief overview of the ECA, stating other electric utilities have a similar program and for Lodi it is also necessary for rating agency purposes.

In response to Council Member Hansen, Ms. Kirkley stated the market and gas purchase program numbers will fluctuate in accordance with power purchases in that they could go up or down based on purchase price and supply.

In response to Mayor Pro Tempore Nakanishi, City Attorney Schwabauer stated the GOR does not fluctuate as the reserve amount at NCPA, the market and gas purchase programs fluctuate as security accounts based on what is purchased, and the programs mutually protect all participants in the event of insolvency of one of the participants.

In response to Council Member Hansen, Ms. Kirkley stated the open position, which reflects the current fiscal position, is on target for 5% to 10%.

In response to Council Member Hansen, Ms. Kirkley stated staff is still trying to get the seven-year period down in years through negotiations but Seattle is not moving off its position.

In response to Council Member Hansen, Ms. Kirkley stated the PG&E study should be complete by April, the City has expressed that it is not sure what it will do as to the connection to the west, and it would like the connection to the east to be completed.

In response to Council Member Hansen, Ms. Kirkley stated the automatic meter reading program has helped with personnel costs by reducing four full-time positions to two part-time positions.

B-2 Discuss Three-Tier Residential Electric Utility Rate Structure (EUD)

Electric Utility Director Liz Kirkley provided a PowerPoint presentation regarding a three-tier residential rate proposal. Specific topics of discussion included historical background, reasoning for three tiers, existing five tiers, tier rate comparison to PG&E seasonally, and a three-tier proposed rate structure.

In response to Council Member Hansen, Ms. Kirkley stated they anticipate that PG&E will be

making another effort to go to three tiers in the near future.

In response to Council Member Hansen, Ms. Kirkley confirmed that there will be a slight decrease for low- and high-end users and the users in the middle will likely see no change.

A brief discussion ensued amongst the City Council, Mr. Bartlam, and Ms. Kirkley regarding the numbers of users in the current and proposed tiers and how they will be affected in comparison to PG&E rates by transitioning into different tiers.

In response to Council Member Hansen, Ms. Kirkley stated PG&E must go back to the Public Utilities Commission for every rate increase it desires and any tier changes.

In response to Council Member Hansen, Ms. Kirkley stated that, if the utility lowered its bottom tier rates, it would need to increase its higher tier rates to make up the difference.

In response to Council Member Hansen, Mr. Bartlam stated he believes Lodi Electric is overall lower than PG&E in the industrial, commercial, and residential categories.

In response to Council Member Katzakian, Ms. Kirkley stated the utility is not planning on any rate increases in the near future and the last permanent rate increase happened six years ago in 2006.

In response to Myrna Wetzel, Ms. Kirkley stated the utility is getting out of the Seattle power exchange agreement because it is no longer advantageous to both sides due to the change in the price of energy.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:15 a.m.

ATTEST:

Randi Johl
City Clerk

LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 15, 2012

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 15, 2012, was called to order by Mayor Mounce at 5:30 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Absent: None
Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

C-2 Announcement of Closed Session

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

b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

c) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding City Council Appointees, City Manager and City Clerk; Conference with Konradt Bartlam, City Manager (Labor Negotiator), Regarding City Council Appointee, City Attorney, Pursuant to Government Code §54957.6

d) Prospective Lease of Real Property at 200 N. Beckman Road: Government Code Section 54956.8; Negotiators are John Stroh for San Joaquin County Mosquito and Vector Control and City Manager Konradt Bartlam

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:50 p.m.

C-4 Return to Open Session / Disclosure of Action

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

Items C-2 (a), C-2 (b), and C-2 (d) were discussion only with no reportable action.

Item C-2 (c) was not discussed.

A. Call to Order / Roll Call

The Regular City Council meeting of February 15, 2012, was called to order by Mayor Mounce at

7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Absent: None
Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations

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

Mayor Mounce presented a Certificate of Recognition to Diane Gallagher who was recently installed as the President of the Lodi Association of Realtors.

B-2 Legislative Update by League of California Cities Representative, Stephen Qualls

Stephen Qualls with the League of California Cities gave a legislative update to the City Council.

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

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

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Noes: None
Absent: None

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

Claims were approved in the amount of $5,752,674.78.

C-2 Approve Minutes (CLK)

The minutes of January 31, 2012 (Shirtsleeve Session), February 1, 2012 (Special Meeting), Februray 1, 2012 (Regular Meeting), and February 7, 2012 (Shirtsleeve Session) were approved as written.

C-3 Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)

Accepted the quarterly investment report as required by Government Code Section 53646 and the City of Lodi Investment Policy.

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

Accepted the quarterly report of purchases between $10,000 and $20,000.

C-5 Approve Specifications and Authorize Advertisement for Bids for Irrigation Improvements at White Slough Water Pollution Control Facility (PW)

Approved the specifications and authorized advertisement for bids for irrigation improvements at White Slough Water Pollution Control Facility.

C-6 Approve Specifications and Authorize Advertisement for Bids for Completion of Citywide Tree Survey 2012 (PW)

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

In response to Council Member Hansen, Public Works Director Wally Sandelin stated mistletoe is being aggressively removed in trees that will remain a part of the urban forest but is not being addressed in those trees that were previously approved for removal.

In response to Council Member Johnson, Mr. Sandelin stated the City-owned trees in City parks will be included in the tree survey as requested by the Parks and Recreation Department.

Council Member Johnson made a motion, second by Council Member Hansen, to approve specifications and authorize advertisement for bids for completion of Citywide tree survey 2012.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Noes: None
Absent: None

C-7 Accept Improvements Under Contract for 2011 Alley Reconstruction Project (PW)

Accepted the improvements under contract for 2011 Alley Reconstruction Project.

C-8 Accept Improvements Under Contract for Purchase and Installation of Energy Management System at City Hall (PW)

Accepted the improvements under contract for purchase and installation of energy management system at City Hall.

C-9 Adopt Resolution Accepting Improvements Under Contract for DeBenedetti Park - Phase I Improvements, 2350 South Lower Sacramento Road, and Appropriating Funds ($44,000) (PW)

Adopted Resolution No. 2012-08 accepting improvements under contract for DeBenedetti Park - Phase I Improvements, 2350 South Lower Sacramento Road, and appropriating funds in the amount of $44,000.

C-10 Adopt Resolution Awarding Contract for the Development of the Climate Action Plan to AECOM, of Sacramento, and Appropriating Funds ($120,000) (CD)

Adopted Resolution No. 2012-09 awarding contract for the development of the Climate Action Plan to AECOM, of Sacramento, and appropriating funds in the amount of $120,000.

C-11 Adopt Resolution Authorizing the City Manager to Execute Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Fla. ($133,376.82) (PD)

Adopted Resolution No. 2012-10 authorizing the City Manager to execute service maintenance

agreement with Sungard Public Sector, Inc., of Lake Mary, Fla., in the amount of $133,376.82.

C-12 Authorize City Manager to Extend the Term of the Contract with Mike Keller Consulting, LLC for Transmission and Distribution Services (EUD)

This item was pulled for further discussion by Mayor Pro Tempore Nakanishi. The request for additional information was withdrawn.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Katzakian, to authorize the City Manager to extend the term of the contract with Mike Keller Consulting, LLC for transmission and distribution services.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Noes: None
Absent: None

C-13 Adopt Resolution Approving Benefit Modifications for Confidential Employees (CM)

Adopted Resolution No. 2012-11 approving benefit modifications for Confidential employees.

C-14 Set Public Hearing for March 21, 2012, to Consider Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection (PW)

Set public hearing for March 21, 2012, to consider resolution approving contractual Consumer Price Index based annual adjustment to rates for solid waste collection.

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

Vincent Sayles spoke in regard to the importance of physical fitness.

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

None.

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

City Manager Bartlam commended the successful efforts of Tree Lodi and others involved with the tree planting at DeBenedetti Park over the weekend.

G. Public Hearings - None

H. Communications

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

Mayor Mounce made a motion, second by Council Member Johnson, to direct the City Clerk to make the following appointments:

Lodi Senior Citizens Commission
Terri Whitmire, term to expire December 31, 2015
Tracy Williams, term to expire December 31, 2015

Personnel Board of Review
John Stroh, term to expire January 1, 2015

Site Plan and Architectural Review Committee
Tim Litton, term to expire January 1, 2016
Roger Stafford, term to expire January 1, 2016

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Noes: None
Absent: None

H-2 Monthly Protocol Account Report (CLK)

Mayor Mounce made a motion, second by Council Member Johnson, to accept the cumulative Monthly Protocol Account Report through January 31, 2012.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Noes: None
Absent: None

I. Regular Calendar

I-1 Adopt Resolutions Approving Fiscal Year 2011/12 Mid-Year Budget Adjustments (CM)

Deputy City Manager/Finance Director Jordan Ayers provided a PowerPoint presentation regarding the 2011/12 mid-year budget review. Specific topics of discussion included the economic climate, general fund status, departmental variances, parks and recreation fund status, police special revenue fund status, library fund status, vehicle replacement fund, 2010/11 unreserved fund balance, and proposed uses for unreserved balance.

In response to Council Member Hansen, Mr. Ayers stated the 2% estimate on property tax revenue was primarily based on the actual prior year property tax revenue to the City.

In response to Mayor Mounce, Mr. Ayers stated in future years there will be a year to year comparison for part-time staff numbers in Parks and Recreation to ensure an appropriate amount is budgeted.

In response to Mayor Mounce, Mr. Ayers stated that, with respect to grant funds including

Community Oriented Policing Services (COPS), staff budgets for what it knows at a particular time and not what it hopes to receive.

In response to Mayor Mounce, Mr. Bartlam stated there was a $200,000 loss in vehicle license fees (VLF) and a $100,000 back fill to the COPS grant funds with a net loss of $100,000 for the City.

In response to Council Member Johnson, Mr. Ayers stated a formula error at the State level discovered through an audit is what caused the $200,000 corrected reallocation from the State.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated retirement cannot typically be spiked with overtime because CalPers looks at consistency. Mr. Ayers stated the true liability is that overtime can be cashed out at a higher rate in the future if it is banked and cashed out at a later date.

In response to Council Member Johnson, City Attorney Schwabauer stated the payment of the overtime banks will need to be discussed with the bargaining groups although the response will likely be favorable because it is cash in hand.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated from an audit perspective the City has to write off the redevelopment amount as it cannot be simply cancelled.

In response to Council Member Hansen, Mr. Schwabauer stated that, with respect to the Dean Trust that comes due in 2017, it is important to either pay off the debt in its entirety or fund the liability.

In response to Mayor Mounce, Mr. Ayers stated neither the 8% catastrophic reserve fund nor the 8% general fund reserve is fully funded at the current time pursuant to policy.

In response to Council Member Hansen, Mr. Bartlam stated the early working number for constructing Fire Station 2 is $3 million.

In response to Mayor Pro Tempore Nakanishi, Management Analyst Jeanie Biskup confirmed State special grants are competitive, are sometimes split with the County and other agencies, and vary from year to year.

In response to Council Member Hansen, Mr. Ayers confirmed Proposition 172 funds are general fund monies dedicated to public safety and the amount received in the current year is $290,000.

In response to Mayor Mounce, Mr. Bartlam confirmed Proposition 172 can only be changed with another voter-approved proposition.

Council Member Hansen made a motion, second by Mayor Mounce, to adopt Resolution No. 2012-12 amending the City of Lodi Financial Plan and Budget for the Fiscal Year beginning July 1, 2011 and ending June 30, 2012 and Resolution No. 2012-13 amending the City of Lodi 2011/12 Financial Plan and Budget by approving $1,881,072 appropriation drawing down the General Fund fund balance.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Noes: None
Absent: None

I-2 Consider Recommendations and Responses to Lodi Animal Advisory Commission's 2010 Annual and 2011 Mid-Year Reports and Provide Direction Regarding Role of Commission (PD)

Police Chief Mark Helms provided a brief overview of the 2010 annual and 2011 mid-year reports from the Animal Commission as outlined in the staff report.

In response to Council Member Hansen, Mr. Bartlam stated that, with respect to retaining a grant writing service, the fees and commission vary based on the services required. Police Lieutenant Steve Carillo confirmed that recommendations two and three are already being done.

In response to Mayor Mounce, Lt. Carillo stated the web page links are already present and a direct link from the City's main web page can be added if desired.

In response to Council Member Hansen, Lt. Carillo stated People Assisting the Lodi Shelter is gathering records and reviewing options for automation of pet licensing, the City still has the truck that conveys the spay and neuter message, City Hall staff is assisting in keeping the web page updated, and staff can look into the possibility of enhancing the Segale mural to add an additional message of pet owner responsibility.

In response to Council Member Hansen, Lt. Carillo stated the feral cat issue is being addressed with the "Barnyard Cat Program" and most trap and release programs are run by private groups and not the cities.

In response to Mayor Mounce, Lt. Carillo stated there may be some interest through the commission in starting a private trap and release program.

In response to Mayor Mounce, City Attorney Schwabauer stated he will research the application of the City's Conflict of Interest Code and Fair Political Practices Commission rules to the animal shelter office manager position with respect to whether it is a decision-making position exercising control over City funds.

In response to Mayor Mounce, Mr. Bartlam stated staff will follow-up on the boards and commissions listing on the website to ensure it is up to date.

A brief discussion ensued between the City Council and Mr. Bartlam regarding the timing and presentation of the Animal Commission reports and the method of delivery of those reports through the City Clerk's office directly to the City Council.

Mayor Mounce suggested that staff look into options for a senior discount program for pet adoptions at the animal shelter.

Ed Miller spoke in regard to the availability of purchasing or renting an electronic sign for public outreach purposes regarding animal statistics and pet adoptions.

Phillip Laughlin, as Chair of the Animal Commission, thanked the City Council for considering the recommendations and offering feedback to the Commission.

J. Ordinances

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

Mayor Mounce made a motion, second by Council Member Hansen, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1857 entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 3.20 - Purchasing System - by Adding Section 3.20.106, 'Local Hire Policy and Apprenticeship,'" which was introduced at a regular meeting of the Lodi City Council held February 1, 2012.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce
Noes: None
Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:50 p.m.

ATTEST:

Randi Johl
City Clerk

EXHIBIT C

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 21, 2012

The February 21, 2012, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

EXHIBIT D

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 28, 2012

The February 28, 2012, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

AGENDA ITEM C-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Well 6R Granular Activated Carbon Treatment System

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Well 6R granular activated carbon treatment system.

BACKGROUND INFORMATION: This project consists of furnishing and installing a granular activated carbon (GAC) treatment system for Well 6R, as shown on the plans and specifications for the project.

Well 6R was constructed in 1985 and is one of the City's higher-producing municipal water wells. Located on Mission Street at the northerly side of Blakely Park, the well produces approximately 1,300 gallons per minute (gpm) when operational.

In accordance with State requirements, the City monitors Dibromochloropropane (DBCP) levels for all the City's water wells. Due to DBCP concentrations exceeding the maximum contaminated level of 0.2 parts per billion, the well was taken out of service on February 7, 2011.

The City currently has GAC treatment systems on six water wells and intends to construct the same type of system on Well 6R adjacent to the Lodi Boys and Girls Club building (a short distance away from the well site) to minimize visual impacts to the neighborhood, as shown on Exhibit A. The Boys and Girls Club Board of Directors does not object to this location.

In 1996, the City executed a DBCP settlement agreement with Shell Oil, Dow Chemical and Occidental Chemical companies (Defendants). Under the terms of the settlement, the City will be reimbursed up to $671,000 (using the latest available inflationary index) by the Defendants for the design and construction of the GAC treatment system for this well site. The total project cost, including engineering and inspection, is anticipated to be less than $900,000.

Well 6R is critical to supply water in this area of the City during peak summer demand and to provide adequate fire flow; therefore, staff is recommending the installation the GAC treatment system at this site to continue utilizing the production capacity of Well 6R.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is April 3, 2012.

FISCAL IMPACT: Annual operation and maintenance costs for the water utility will increase as a result of this project; however, these costs will be reimbursed through the DBCP settlement.

FUNDING AVAILABLE: Funding for this project will come from the Water Capital Outlay Fund (181).

_____
F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Deputy Public Works Director

APPROVED: _____
Konradt Bartlam, City Manager

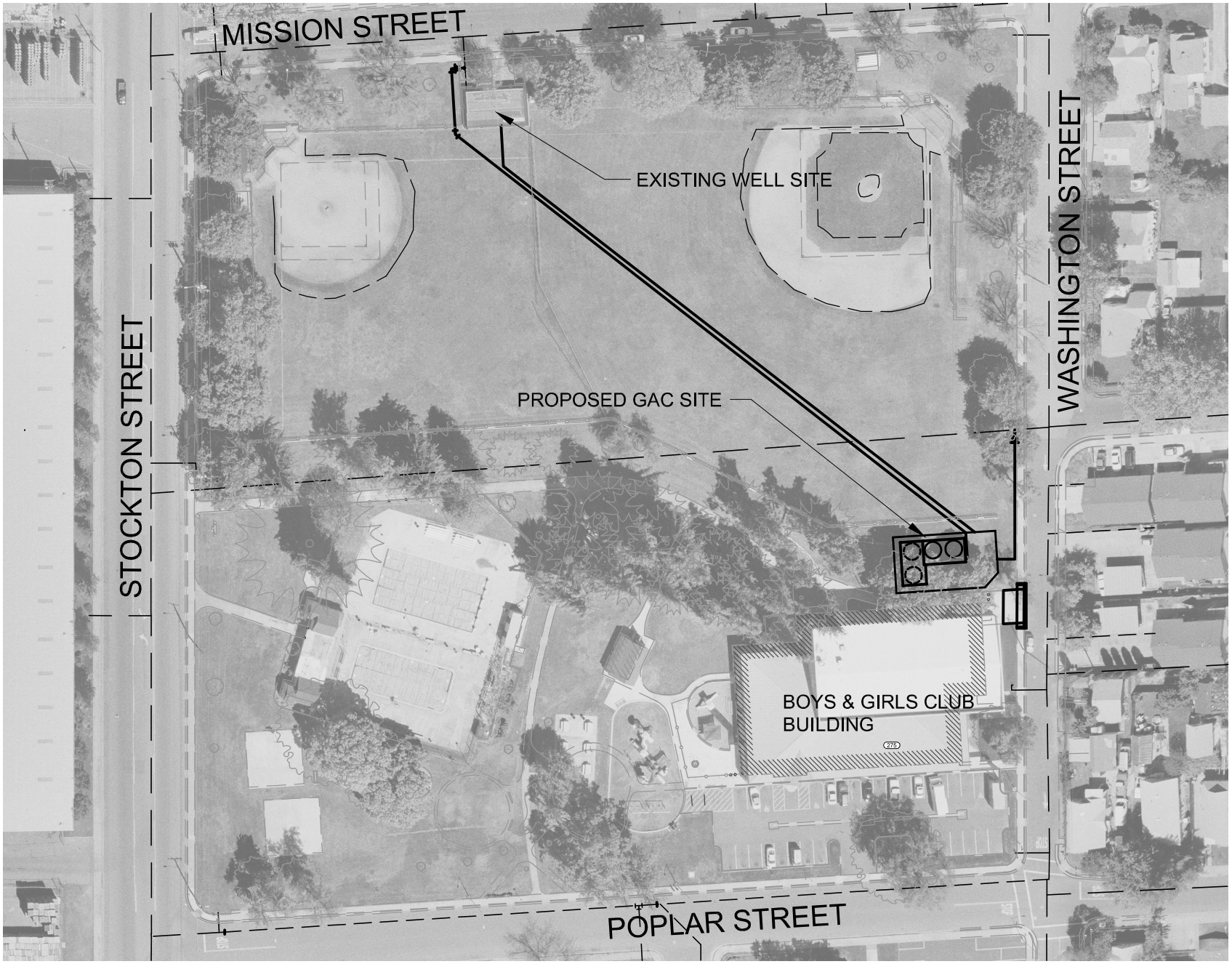
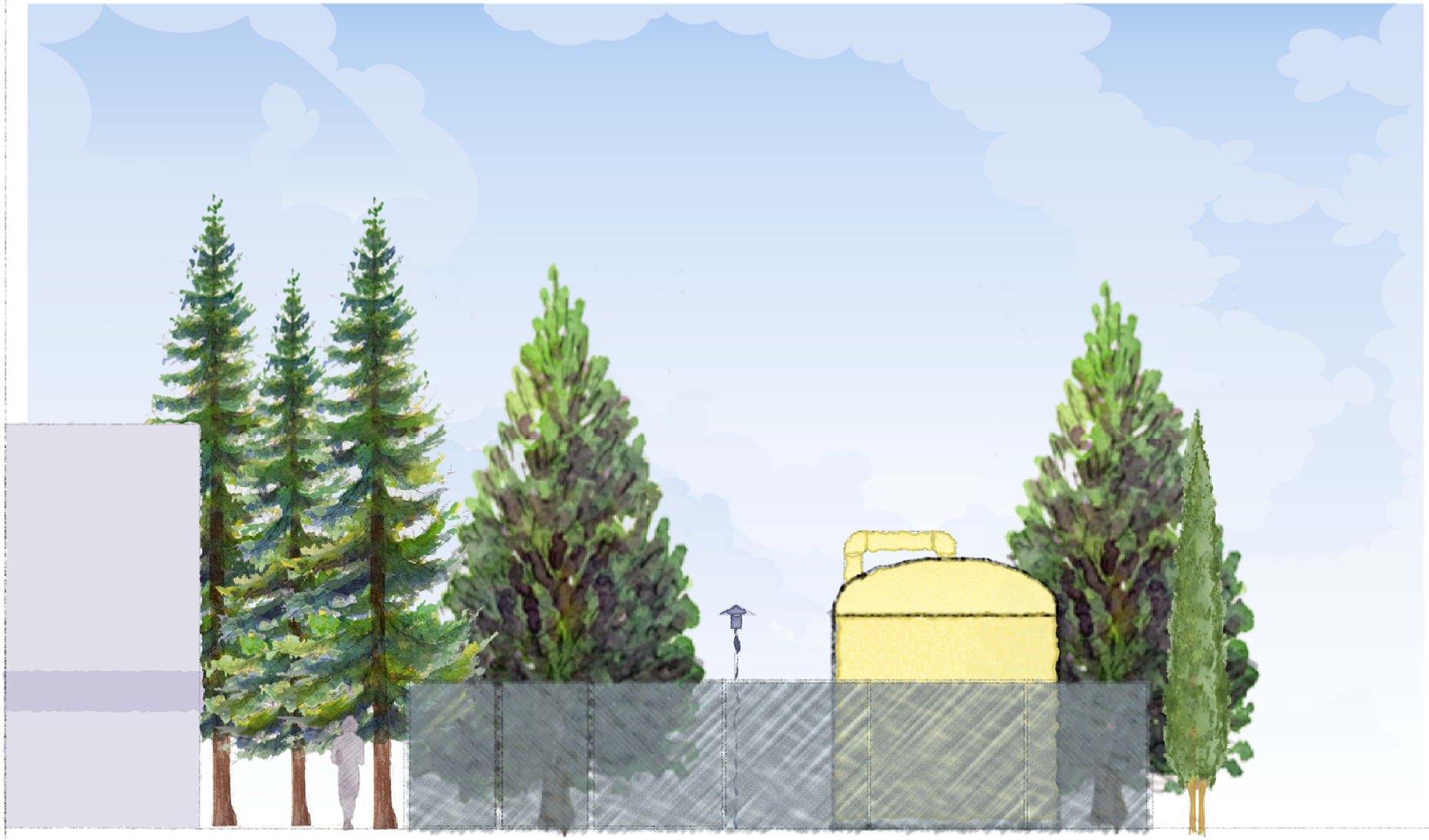


EXHIBIT A

K:\DESIGN\Projects\Well 6R GAC\CC Exhibit.dwg, EXH A, 02/15/2012 8:46:03 AM



WELL 6R GAC FILTER
ELEVATION VIEW FROM WASHINGTON STREET

1" = 80'

AGENDA ITEM C-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Appropriating $25,000 for Lodi Lake Park Shade Structure Repairs

MEETING DATE: March 7, 2012

PREPARED BY: Parks, Recreation & Cultural Services Interim Director

---

RECOMMENDED ACTION: Adopt resolution appropriating $25,000 for Lodi Lake Park shade structure repairs.

BACKGROUND INFORMATION: The picnic shade structures at Parsons Point and Hughes Beach at Lodi Lake Park are deteriorating and in need of repair. The Parsons Point picnic area can not be rented until repairs are made, as dry rot has compromised the integrity of the structure's supporting beams. Deterioration at the Hughes Beach structure is not as advanced, but repairs are needed before it becomes hazardous to the public.

Repair work will include removing and replacing rotted materials with decay-resistant redwood, installing new flashing, roof decking and roof shakes. City staff is taking steps to reduce the cost by purchasing and preparing the materials prior to installation by a contractor.

Funds for repairs are not available within the Parks, Recreation & Cultural Services Department's existing budget. Staff requests the City Council appropriate $25,000 from the one-time proceeds from the sale of park property for the Surface Water Treatment Facility to fund the repairs.

The Recreation Commission supported staff's recommendation at its February 7, 2012 meeting.

FISCAL IMPACT: Repairs will allow the Department to generate revenue from the Parsons Point picnic area, and avoid future and more costly repairs to the Hughes Beach structure. It will also reduce funds available for future Lodi Lake Park projects.

FUNDING AVAILABLE: Parks Capital Outlay Fund (1212)

_____
Jordan Ayers, Deputy City Manager

_____
Jeff Hood
Parks, Recreation & Cultural Services Interim Director

JH
Attachments: Appropriations adjustment

APPROVED: _____
Konradt Bartlam, City Manager

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	**Jeff Hood**	5. DATE:	**3/7/12**
4. DEPARTMENT/DIVISION:	**Parks, Recreation & Cultural Services**		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	**1212**		**3205**	**Unreserved Fund Balance**	**$25,000**
B. USE OF FINANCING	**1212**	**1212810**	**1820**	**Construction In Progress**	**$25,000**

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

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

Funds are needed to repair rotting materials at Lodi Lake Park shade structures (Parsons Point and Hughes Beach). Work will remove and replace rotting beams, lattice, barge rafter, shake roofing, install new roof decking, flashing, roof felt and other roofing materials. Total project cost is estimated to be $22,500.

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

Meeting Date: **3/7/12** Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2012-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROPRIATING $25,000 FOR LODI LAKE PARK
SHADE STRUCTURE REPAIRS

==========

WHEREAS, the condition of the shade structures at Parsons Point and the Hughes Beach picnic area are deteriorating and pose a threat to the public; and

WHEREAS, these shelters provide a source of revenue to the City's Parks, Recreation & Cultural Services Department; and

WHEREAS, the current Department budget lacks sufficient funding for required maintenance and repairs, but funding is available from the one-time proceeds of the sale of park property for the Surface Water Treatment Plant to carry out the necessary work; and

WHEREAS, the Parks & Recreation Commission recommends that the City Council approve funding for these repairs from the source specified above.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby approve the appropriation of $25,000 from the Parks Capital Outlay Fund (1212) for the Parsons Point and Hughes Beach picnic area shade structure repairs.

Dated: March 7, 2012

==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM **C-05**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for White Slough Water Pollution Control Facility Biosolids Dewatering and Storage Facility Project

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for White Slough Water Pollution Control Facility biosolids dewatering and storage facility project.

BACKGROUND INFORMATION: The project was awarded to Cushman Contracting, Inc., of Goleta, on December 15, 2010, in the amount of $3,715,000. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of the construction and completion of the White Slough Water Pollution Control Facility biosolids dewatering and storage facilities and associated improvements, including dewatering equipment, two skid-mounted rotary fan presses, chemical feed equipment, piping, pumps, electrical controls, covered bays for the storage of dewatered sludge and all associated work.

The contract completion date was October 26, 2011, and the actual completion date was January 21, 2012. The difference between the original completion date and the actual completion date was related to weather delays, building permit processing, and change orders. The final contract price was $3,991,599.18. The difference between the contract amount and the final contract price is due to $276,599.18 in contract change orders. The six change orders included:

Change Order No. 1 included modifications to the sludge lagoon mixing pumps, adding bollards and changing specified valve bodies from cast iron to ductile iron ($8,165.25).

Change Order No. 2 included owner-requested repairs to the ultra violet light disinfection system wash tank ($34,193.45).

Change Order No. 3 included changes required during the design build process, such as adding rebar for expanded concrete footings, increasing the fire service pipeline diameter from 6 inches to 8 inches, and changing several electrical service components ($12,316.39).

Change Order No. 4 included owner-requested repairs to an existing digested sludge line, replacement of an existing electrical conduit on the primary sedimentation basins, and extension of the contract time associated with the design build plan review process ($162,312.13).

Change Order No. 5 included the addition of an owner-requested chemical metering pump enclosure and the removal and off-haul of unsuitable backfill material unexpectedly discovered during the site grading work ($50,609.25).

APPROVED: _____

Konradt Bartlam, City Manager

Change Order No. 6 included an owner-requested cable warning system on the roof structure, owner-requested site improvements for better grease hauler access, miscellaneous piping adjustments, temporary project power during an NCPA outage and a credit for owner-requested reduction in scope of work for headworks conduit replacement ($9,002.71).

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

FISCAL IMPACT: Annual operating costs for this facility are estimated to be $265,000 per year. Operating costs are included by the current rate model.

FUNDING AVAILABLE: 2007 Wastewater COP Funds (172026)

_____
F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director – Utilities
FWS/CES/pmf
cc: Charles E. Swimley, Jr., Deputy Public Works Director - Utilities
Gary Wiman, Construction Manager

AGENDA ITEM **C-06**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for G-Basin (DeBenedetti Park) Stormwater Pump Station Project

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for G-Basin (DeBenedetti Park) stormwater pump station project.

BACKGROUND INFORMATION: The project was awarded to F & H Construction, of Stockton, in the amount of $1,746,000, on April 6, 2011. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of constructing a stormwater pump station at the deep basin located in DeBenedetti Park. The improvements included site improvements, mechanical trash removal racks, piping, electrical building, standby emergency generator, electrical/instrumentation/controls, Supervisory Control and Data Acquisition (SCADA) integration, and other incidental and related work.

The contract was completed by the contract completion date of December 5, 2011, including having the pumps operational by October 15, 2011. The final contract price was $1,818,150.79. The difference between the original contract amount and the final contract price is due to $72,150.79 in change orders. The four change orders included:

Change Order No. 1 included additional concrete reinforcing required to meet code requirements and owner-requested demolition of concrete at the south outfall structure ($7,256.90).

Change Order No. 2 included changes to the SCADA and PLC systems to permit remote operation of the pump station from the Surface Water Treatment Facility and additional handrailing at the pump station ($24,411.31).

Change Order No. 3 included changes to the 72-inch pipe wall bell connections and code-required additional concrete reinforcing for the emergency generator ($34,805.26).

Change Order No. 4 included additional outfall grating work and code-required signage at the facility ($5,677.32).

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

FISCAL IMPACT: There will be an increase in the long-term power and maintenance costs for the pump station and related equipment. Operating costs for the pump station are included in the wastewater rate model.

FUNDING AVAILABLE: Storm Drainage Impact Mitigation (175) funds.

_____
F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
cc: Charlie Swimley, Deputy Public Works Director – Utilities
Steve Dutra, Parks Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

AGENDA ITEM **C-07**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract Change Order No. 1 with Michels Pipeline Construction, of Salem, Oregon, for Wastewater Main Rehabilitation Program Project No. 5 ($318,810)

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Contract Change Order No. 1 with Michels Pipeline Construction, of Salem, Oregon, for Wastewater Main Rehabilitation Program Project No. 5, in the amount of $318,810.

BACKGROUND INFORMATION: On December 21, 2011, City Council awarded the Wastewater Main Rehabilitation Program, Project No. 5 to Michels Pipeline Construction, in the amount of $859,428.25. This project is for the rehabilitation of aged wastewater pipes in the City. The contract price for the project is significantly lower than the $1.6 million estimate, and staff recommends adding work to the contract to take advantage of the low bid prices.

Staff is proposing to add the rehabilitation of the wastewater pipes in Hutchins Street, from Lodi Avenue to Lockeford Street. Pipe diameters in this section of pipe range from 14 inches to 18 inches. Numerous defects, including structural cracks, holes in the pipe wall, broken lateral joints and deteriorated seals were documented in the video inspection performed by City staff, as noted in Exhibit A. Hutchins Street is scheduled for reconstruction this summer, and it is recommended to rehabilitate these wastewater pipes prior to the start of that project.

Staff recommends amending the contract to include Contract Change Order No.1 to rehabilitate the wastewater pipes in Hutchins Street from Lodi Avenue to Lockeford Street. The cost of the additional work is $318,810.

FISCAL IMPACT: Completion of this project will reduce future maintenance costs and increase the performance and reliability of the wastewater system.

FUNDING AVAILABLE: Wastewater Main Replacement Fund (171680): $318,810

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Deputy Public Works Director
Senior Civil Engineer

APPROVED: _____
Konradt Bartlam, City Manager

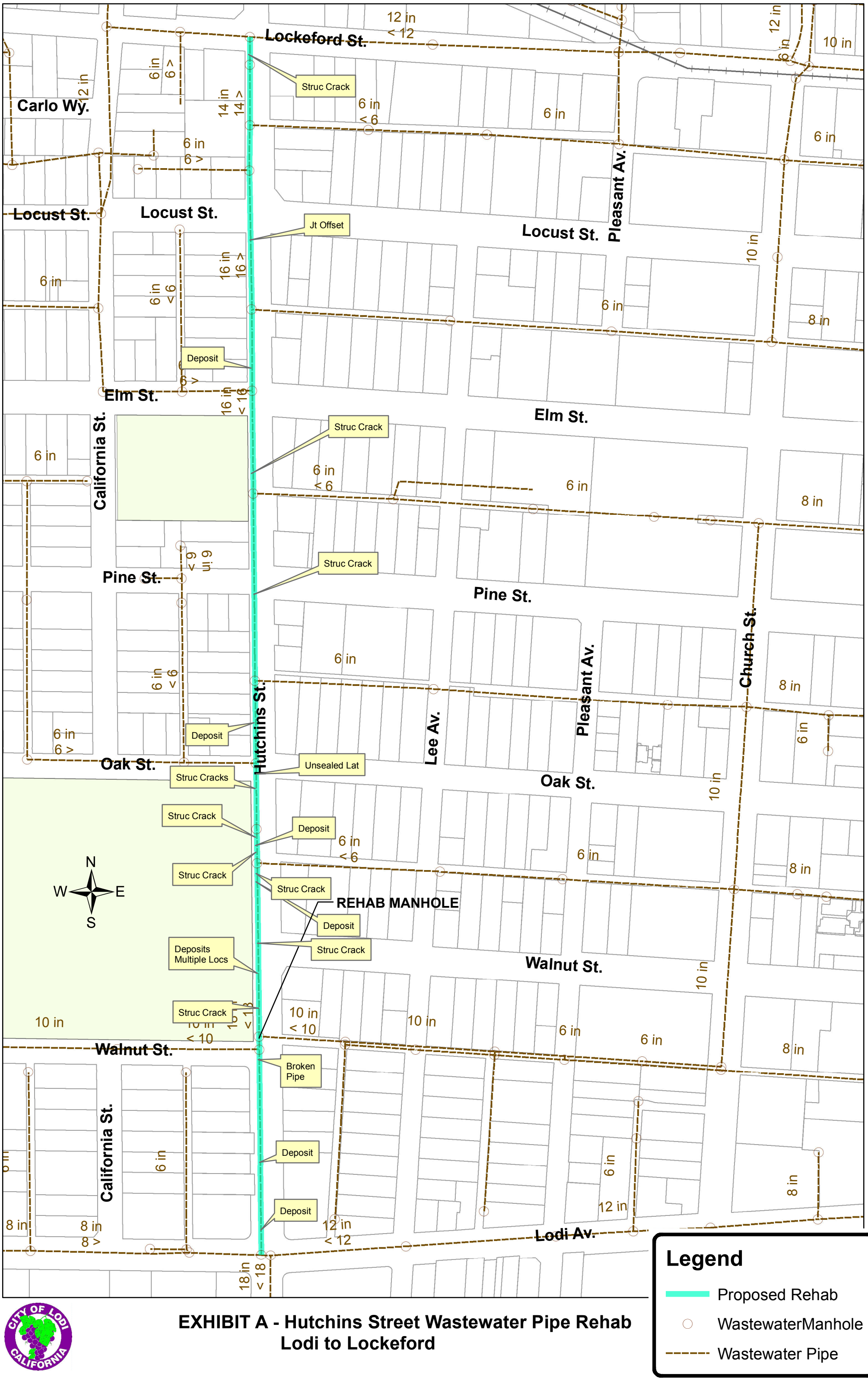


EXHIBIT A - Hutchins Street Wastewater Pipe Rehab
Lodi to Lockeford

RESOLUTION NO. 2012-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
CONTRACT CHANGE ORDER NO. 1 FOR
WASTEWATER MAIN REHABILITATION PROGRAM,
PROJECT NO. 5

==========

WHEREAS, on December 21, 2011, City Council awarded the Wastewater Main Rehabilitation Program, Project No. 5, to Michels Pipeline Construction, of Salem, Oregon, in the amount of $859,428.25, to rehabilitate aging wastewater pipelines in the City; and

WHEREAS, the contract price for the project is significantly lower than the estimated amount, and staff is recommending adding additional work to the contract to take advantage of the low bid prices; and

WHEREAS, the wastewater pipe in Hutchins Street, from Lodi Avenue to Lockeford Street, contains numerous defects, including structural cracks, holes in the pipe wall, deposits in the pipe, etc., and the roadway reconstruction of this section of Hutchins Street is planned for this summer; therefore, staff recommends executing a contract change order to include this work.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Contract Change Order No. 1 with Michels Pipeline Construction, of Salem, Oregon, for the Wastewater Main Rehabilitation Program, Project No. 5, in the amount of $318,810.

Dated: March 7, 2012

==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM **C-08**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Department of Transportation Program Supplement to Administering Agreement for Harney Lane Grade Separation Project

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Department of Transportation Program Supplement to Administering Agreement for Harney Lane grade separation project.

BACKGROUND INFORMATION: On October 5, 2011, City Council approved the contract with Mark Thomas Company, Inc., of Sacramento for the preliminary design, environmental review, right of way engineering and preparation of plans and specifications for the Harney Lane grade separation project. The funding for this contract is provided by the Regional Surface Transportation Program that is administered by the State of California Department of Transportation.

It is a requirement of the City to execute the above-mentioned Program Supplement, provided in Attachment A, in order to quality for reimbursement of costs incurred under the contract with Mark Thomas Company, Inc. Staff recommends adoption of the resolution.

FISCAL IMPACT: Execution of the Program Supplement will enable reimbursement of consultant and staff costs.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf

Attachment

APPROVED: _____
Konradt Bartlam, City Manager

Exhibit A

PROGRAM SUPPLEMENT NO. N051
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5154

Adv Project ID 1000020648

Date: January 27, 2012
Location: 10-SJ-0-LOD
Project Number: STPL-5154(040)
E.A. Number:
Locode: 5154

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 10/20/09 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Harner Lane and Union Pacific Railroad from Hutchins Street to Stockton Street in City of Lodi.

TYPE OF WORK: Construction of Railroad Grade Separation. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L240	$1,630,737.00	LOCAL		OTHER
$1,630,737.00			$0.00		$0.00

CITY OF LODI

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Pauline Wong **Date** 1/31/12 $1,630,737.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: **STATE CONTROLLER'S OFFICE**
Clains Audits
3301 "C" Street, Rm 404
Sacramento, CA 95816

DATE PREPARED: **1/30/2012**

PROJECT NUMBER: **10000020648**

REQUISITION NUMBER / CONTRACT NUMBER: **RQS-2660-101200000338**

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

City of Lodi

CONTRACT AMOUNT:

$1,630,737.00

PROCUREMENT TYPE:

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
712	2010	2660-102-0890	2010/2011	2030010810	2620/0400	1,630,737.00

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

RESOLUTION NO. 2012-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION PROGRAM SUPPLEMENT
NO. 051-N TO ADMINISTERING AGENCY-STATE
AGREEMENT FOR FEDERAL-AID PROJECT
NO. 10-5154R FOR HARNEY LANE GRADE
SEPARATION PROJECT

==========

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve State of California Department of Transportation Program Supplement No. 051-N to Administering Agency-State Agreement for Federal-Aid Project No. 10-5154R for the Harney Lane Grade Separation Project; and

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

Dated: March 7, 2012

==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM C-09

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Industrial Waste Connection Memorandum of Understanding with Jessie's Grove Winery

MEETING DATE: March 7, 2012

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt Resolution Authorizing the City Manager to execute Amendment No. 1 to the Industrial Waste Connection Memorandum of Understanding with Jessie's Grove Winery.

BACKGROUND INFORMATION: In 2006, the City Council approved a Memorandum of Understanding (MOU) with Jessie's Grove Winery to deliver trucked effluent to White Slough as if it were connected to the City's industrial wastewater system in exchange for opening a downtown wine tasting room.

The winery began trucking effluent shortly after execution of the MOU in March, 2006. On April 12, 2007, the cellardoor opened at 21 School Street, fulfilling a requirement of the MOU for a downtown tasting room.

The agreement has achieved the desired results. An attractive downtown tasting room has opened. The cellardoor is achieving a reputation as an outlet for four well-known local wineries and a location for pre- and post-dinner events.

Jessie's Grove Winery is now requesting that the MOU be amended to allow them to relocate their tasting room facility from the cellardoor to the new "Olde Ice House Cellars" which is being established at 11 E. Locust Street. The amendment is necessary as the previous agreement limited the location of a Downtown tasting room to the area west of the Union Pacific Railroad, south of Lockeford Street, east of Church Street and north of Lodi Avenue. The proposed location is just east of the railroad. All other terms and conditions would continue to apply.

Staff believes the new location will provide an expanded benefit to the original concept. We would recommend that the eastern location be set at properties that have frontage on Main Street. Attached is the written request from Jessie's Grove Winery and previous MOU.

_____
Konradt Bartlam, City Manager

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO MEMORANDUM OF
UNDERSTANDING WITH JESSIE'S GROVE WINERY

==========

WHEREAS, in 2006, the City Council approved a Memorandum of Understanding (MOU) between the City of Lodi and Jessie's Grove Winery to deliver trucked effluent to White Slough as if it were connected to the City's industrial wastewater system in exchange for opening a downtown wine tasting room; and

WHEREAS, Jessie's Grove Winery has requested that the MOU be amended to allow them to relocate their tasting room facility from the Cellardoor to the new "Olde Ice House Cellars" which is being established at 11 E. Locust Street; and

WHEREAS, an amendment redefining the area where the tasting room can be located is required, as the previous agreement limited the location of a Downtown tasting room to the area west of the Union Pacific Railroad, south of Lockeford Street, east of Church Street and north of Lodi Avenue..

WHEREAS, staff recommends that the eastern boundary be amended to include properties that front on Main Street.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Memorandum of Understanding with Jessie's Grove Winery.

Dated: March 7, 2012

==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AMENDMENT NO. 1

Jessie's Grove Winery
Industrial Waste Connection Memorandum of Understanding

THIS AMENDMENT NO. 1 to INDUSTRIAL WASTE CONNECTION MEMORANDUM OF UNDERSTANDING, is made and entered this 7th day of March, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and JESSIE'S GROVE WINERY, LLC (hereinafter "Winery").

W I T N E S S E T H:

1. WHEREAS, Winery and City entered into a Industrial Waste Connection Memorandum of Understanding ("MOU") on March 15, 2006 as set forth in Exhibit A (attached).
2. WHEREAS, Winery submitted a written request to amend said MOU as set forth in Exhibit B (attached).
3. WHEREAS, both parties desire to amend the definition of "Downtown Lodi" in said MOU as follows:

   "Downtown Lodi means the area west of the Union Pacific Railroad, south of Lockeford Street, east to the properties having frontage on Main Street and north of Lodi Avenue."

IN WITNESS WHEREOF, City and Winery have executed this Amendment No. 1 on _____, 2012.

CITY OF LODI, a municipal corporation
Hereinabove called "CITY"

_____
KONRADT BARTLAM
City Manager

Attest:

_____
RANDI JOHL, City Clerk

Approved as to Form:

_____
D. STEPHEN SCHWABAUER
City Attorney

JESSIE'S GROVE WINERY, LLC
hereinabove called "WINERY"

_____
NAME:
TITLE:

EXHIBIT A

Jessie's Grove Winery
Industrial Waste Connection Memorandum of Understanding

THIS AGREEMENT is entered into this 15 day of March, 2006, (the "Effective Date"), between JESSIE'S GROVE WINERY, LLC (" Winery") and the CITY OF LODI, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

This Agreement is predicated upon the following findings:

A. Winery is the owner of a Wine Production Facility located at 1973 West Turner Road, San Joaquin County, California which is outside the corporate limits of the City of Lodi. Winery intends to submit an application to truck in their Industrial effluent to the City's Industrial Wastewater Treatment Plant. ("Project").

B. As more fully detailed in Ordinance No. 1764, the City, through its general plan is committed to encouraging agricultural uses in the area surrounding the City and discouraging urban uses. Providing industrial sewer service to wineries encourages agricultural uses by making them more economical.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Unless otherwise defined in this agreement, all capitalized terms will have the definitions ascribed to them in Lodi Municipal Code Section 13.12.020.

   a. "Downtown Lodi" means the area bordered by Church Street, Lodi Avenue. Union Pacific Railroad and Lockeford Street.

2. Terms of Connection. Any delivery of trucked effluent permitted pursuant to the Agreement shall be subject to the following minimum terms:

   a. Permit: Winery shall comply with the terms of the Industrial System Discharge Permit to be issued by the City which will include but not be limited to limitations on maximum flow, BOD, ph, TDS and suspended solid concentrations and prohibitions on discharge of hazardous waste in conformance with the City's NPDES Permit. Winery will only be allowed to dispose of Industrial Waste water. No sanitary waste will be delivered to the City's Industrial Waste Water Treatment Plant.

   b. Volume: The volume of trucked effluent shall not exceed 240,000 gallons between September 1 and May 31.

   c. Rate/Surcharge: Winery's charge for trucked effluent will be as established by the City for Industrial Waste system customers plus a 50% surcharge at the current rates. Current annual charge based on 300,000 gallons with a BOD of 8,170 mg/L is $1,290.00 including the surcharge.

d. Capacity Charge: Winery shall pay a one-time capacity charge of $9,925.00 upon delivery of first load of trucked effluent. Additional one time capacity charges at the current City rates will apply for each increment of effluent over 300,000 gallons.

e. Downtown Tasting Room: Winery shall open and operate a tasting room in Downtown Lodi during the entire term of its trucked effluent disposal agreement with the City. The tasting room shall be operated within the following minimum requirements:

i) The wine tasting room must be established and open for business before delivery of trucked effluent.

ii) The tasting room shall be at least 500 square feet and have wine available for tasting and sale, wine related merchandise for sale and be open a minimum of 40 hours per week, including Saturday and Sunday.

iii) If Downtown Tasting Room closes, this Agreement will terminate and the City will not consider a new agreement to treat winery's effluent for 12 months from the closure date.

f. The agreement cannot be assigned and is only for the use of the Winery.

3. Binding Effect of Agreement. Winery's obligations under paragraph two of this Agreement will only be triggered if all approvals necessary to secure that the trucked effluent disposal agreement is secured.

4. Reimbursement. Winery shall reimburse the City for all costs incurred by the City in connection with the Project. The City will provide Winery with an estimate of these costs in advance of delivery of trucked effluent. Winery shall deposit the estimate with the City within 30 days of receiving the estimate. City will bill all costs against the deposit. In the event the deposit is exceeded, Winery shall pay the difference to the City within 30 days of notice. Any excess will be refunded to Winery within 30 days.

5. Delivery. Winery shall be solely responsible for delivering the trucked effluent to Lodi's Industrial Waste Water Treatment Plant.

6. Relationship of Parties.

a. It is understood that the contractual relationship between the City and Winery is such that Winery is an independent contractor and not the agent of the City; and nothing herein shall be construed to the contrary.

b. City and Winery agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Winery and City joint venturers or partners.

c. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

7. No Entitlements Granted. Nothing in this Agreement shall provide Winery with any right to secure approval of any connection or other entitlement. In addition, Winery agrees that it will have no rights to: select the Environmental Review Consultant, if one is required; or direct the work, response times, recommendations or approvals of the Consultant.

8. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Winery and its representative and Winery's successors and assigns. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below:

Notice to City: City of Lodi
City Manager
221 W. Pine Street
Lodi, CA 95240

Notice to Winery: Jessie's Grove Winery, LLC
1973 West Turner Road
Lodi, CA 95242

9. Indemnification, Defense and Hold Harmless.

a. Winery agrees to and shall indemnify, defend and hold the City, its council members, officers, agents, employees and representatives harmless from liability for damage or claims of damage, for personal injury, including death, and claims for property damage which may arise from this agreement.

b. Winery's obligation under this section to indemnify, defend and hold harmless the City, its council members, officers, agents employees, and representatives shall not extend to liability for damage or claims for damage arising out of the sole negligence or willful act of the City, its council members, officers, agents, employees or representatives. In addition, Winery's obligation shall not extend to any award of punitive damages against the City resulting from the conduct of the City, its council members, officers, agents, employees or representatives.

c. With respect to any action challenging the validity of this Agreement or any environmental, financial or other documentation related to approval of this Agreement, Winery further agrees to defend, indemnify, hold harmless, pay all damages, costs and fees, if any incurred to either the City or plaintiff (s) filing such an action should a court award plaintiff(s)

damages, costs and fees, and to provide a defense for the City in any such action.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

CITY OF LODI, a municipal corporation

BLAIR KING
City Manager

JESSIE'S GROVE WINERY, LLC

By: Gregory L. Bond
Its: President

ATTEST:

Jennifer M Perini
for SUSAN J. BLACKSTON
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

RECEIVED
FEB 12 2012
CITY MANAGER'S OFFICE

EXHIBIT B

To Rad Bartlam:
City Manager of Lodi

Jessie's Grove Winery would like to put a petition before the Lodi City Council. We propose to move our Downtown Tasting Room from its current location "The Cellar Door " at 21 N. School Street, to the "Olde Ice House Cellars" located at 11 E. Locust Street.

This will affect our current contract for our Industrial Waste Water Connection MOU permit. This permit currently defines the Cellar Door, at 21 N. School St., as our established location to entitle us to link our Winery's Industrial Waste Water Connection with the City of Lodi.

In our MOI agreement, there would need to be an amendment to include Main Street as part of "Downtown Lodi." The MOI is currently defined as being bordered by Church St; Lodi Ave; Union Pacific Railroad and Lockford St. Our new location would be immediately east of the Union Pacific Railroad tracks on the corner of Locust and Main St. Notably, our site on Locust and Main, is one block North of Toasted Toad Cellars – also on Main Street. To bring additional value to the eastern edge of the Downtown corridor, I would petition the Lodi City Council to consider moving the downtown line boundary - east – past Main St. and over to Stockton Street.

All other terms and conditions would be concurrent to that of our MOU.

We would like to express that the Olde Ice House Cellars is soon to become the new winery production facility of Dancing Fox Winery and will house common cased wine storage and barrels for both Dancing Fox and Jessie's Grove Wineries. There will be over 14,000 sq. ft. of floor space of which 45 % will be for barrel storage and 31 % for case

1973 W. Turner Road • Lodi, California 95242
(209) 368-0880 • Fax (209) 368-2728 • Mobile (209) 481-6951

goods storage. There will be common use spaces dedicated and most importantly to this letter – there will be 850 sq. ft. constructed for a beautiful retail Tasting Room. Jessie's Grove will be contracting the lease on this space and will soon be announcing the intent of other small wineries which wish to also be represented there.

The entire Olde Ice House Cellars project is projected for completion in April of this year.

Jessie's Grove intends to continue its partnership with the Downtown Business Group and Chamber of Commerce and to participate in all downtown winery tasting events. The re-vitalization of the historic Union Ice House into the "Olde Ice House Cellars" is in tune with the expansion of downtown synergy and draw of community focus.

Sincerely,

Greg Burns
Owner/Winemaker
Jessie's Grove Winery
1973 W. Turner Rd.
Lodi, Ca 95242

AGENDA ITEM **C-10**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Participation with the Delta Coalition in the Joint Hiring of Sacramento Advocates, Inc., of Sacramento ($8,000)

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing participation with the Delta Coalition in the joint hiring of Sacramento Advocates, Inc., of Sacramento, in the amount of $8,000.

BACKGROUND INFORMATION: The San Joaquin County Delta Coalition (Coalition), headed by the City of Stockton and chaired by Mayor Ann Johnston, comprises all cities in San Joaquin County, the Board of Supervisors, county water suppliers, local Chambers of Commerce, members of the development community and leaders in the business sector. The Coalition's objective is to present unified responses to provisions drafted by the Delta Stewardship Council as contained in the Bay Delta Conservation Plan (BDCP) and the Delta Plan.

As proposed, the BDCP and the Delta Plan may adversely affect economic development and sustainability, local governance, water supplies, flood control, agricultural production and habitat management throughout San Joaquin County and the Delta region.

On December 21, 2011, City Council adopted Resolution No. 2011-201 supporting the joint resolution of cities, County and other San Joaquin County stakeholders regarding land use, water and other Delta-related issues. The purpose of the joint resolution was to facilitate a coordinated and collaborative response regarding the adoption and implementation of the BDCP, the Delta Plan and the Draft Program Environmental Impact Report.

In the attached letter dated February 1, 2012, the Coalition requests the City, along with the other members of the Coalition, to participate in the joint hiring of the lobbying firm Sacramento Advocates, Inc., that will advocate for the Coalition on specific provisions in the BDCP and the Delta Plan. The City's share of the $233,000 lobbying agreement is $8,000 as presented in the attached cost-sharing plan.

FISCAL IMPACT: White Slough Wastewater Treatment Plant operations could be impacted by implementation of the BDCP and Delta Plan provisions.

FUNDING AVAILABLE: Wastewater Operating Fund (170401).

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director – Utilities
FWS/CES/pmf
Attachment
cc: Charles E. Swimley, Jr., Deputy Public Works Director - Utilities
Gary Wiman, Construction Manager

APPROVED: _____
Konradt Bartlam, City Manager

ANN JOHNSTON
Mayor

KATHERINE M. MILLER
Vice Mayor
District 2

Stockton
All-America City
2004
1999

CITY OF STOCKTON

OFFICE OF THE CITY COUNCIL
CITY HALL • 425 N. El Dorado Street • Stockton, CA 95202-1997
209/937-8244 • Fax 209/937-8568
www.stocktongov.com

RECEIVED
2012 FEB -3 AM 9:43
CITY CLERK
CITY OF LODI

ELBERT H. HOLMAN, JR.
District 1

PAUL CANEPA
District 3

DIANA LOWERY
District 4

SUSAN TALAMANTES EGGMAN
District 5

DALE FRITCHEN
District 6

February 1, 2012

Joanne Mounce, Mayor
City of Lodi
P. O. Box 3006
Lodi, CA 95241-1910

Thank you for supporting the Delta Coalition and approving the *Resolution on Land Use, Water, and Other Delta Related Issues* during this past month. Your action demonstrates your understanding of the current and ongoing threats to our Delta agricultural economy, our water supply and water quality, and our local land use authority.

The Delta Coalition, comprised of all the cities in San Joaquin County, the Board of Supervisors, county water suppliers, our local chambers of commerce, and leaders of our business sector, have agreed to hire a Sacramento lobbying firm to advocate specifically on the three major areas threatened by the Bay Delta Conservation Plan (BDCP) and the Delta Plan as drafted by the Delta Stewardship Council (DSC). Those three areas involve the Delta Plan's "covered actions", the BDCP "conveyance" system, and the costs of that conveyance system.

The lobbying firm approved by the Delta Coalition is Sacramento Advocates, Inc. They have the experience and resources to effectively present our mutual concerns to the Governor's office as well as the Legislature. I've attached their contract proposal with the agreed upon scope of services for your information. The City of Stockton will act as the lead agency in hiring Sacramento Advocates, Inc. with the understanding that their cost will be shared by Delta Coalition members. Attached you will find a proposed cost sharing plan that we hope your Council will consider as soon as possible.

We appreciate the City of Lodi's partnership in this very critical initiative and hope that the strength we demonstrate can be used effectively to alter the course of the BDCP and the Delta Plan.

Thank you for your prompt attention to this matter. My colleagues and I will be happy to attend the meeting when you consider this request and offer additional information or clarification.

Ann Johnston

Ann Johnston
Chair, Delta Coalition
Mayor, City of Stockton

AJ:jml

Enclosures: Sacramento Advocates, Inc. contract proposal
Delta Coalition proposed cost sharing plan

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Barry S. Brokaw
Donne Brownsey
****
Strategic Partner:
Cassie Gilson,
Gilson Government Strategies

Sacramento Advocates, Inc.

A California based Public Affairs and Governmental Relations Firm

1215 K Street, Suite 2030 □ Sacramento, CA 95814
Phone (916) 448-1222 □ Fax (916) 448-1121

Template for Agreement

What follows, as you requested, is a proposal for lobbying services to be provided by Sacramento Advocates, Inc. on behalf of the Delta Coalition for lobbying services for commencing with the effective date of this agreement and concluding September 30, 2012.

Proposal for Services

Sacramento Advocates, Inc. will assist The Delta Coalition in the development and execution of a public policy strategy before the California Legislature, the Governor's Office, all appropriate Executive Branch Agencies and Departments, boards and commissions and other state Constitutional Officers as necessary or beneficial.

Scope of Work

BDCP

- Engage the Brown Administration, including but not limited to, the Governor's executive secretary Nancy McFadden, his Legislative Secretary Gareth Elliot, and Secretary of Resources John Laird to press the case for wresting the BDCP out of private hands, and making it a truly inclusive process, grounded on science and equally focused on restoration and water reliability. (Non-diversion alternatives have to be included as part of the EIR/EIS of the BDCP; a cost benefit analysis should be taken for all diversion and non-diversion alternatives; an independent review of the science must be done in coordination with the Delta counties; and of course, the BDCP governance role has to include a role for decision-makers in the Delta counties).

- Reach out to the water retailer community, the critics of MWD and the other exporters, to broaden the discrediting of the BDCP. This has to be made bigger than just the Delta.

- Engage statewide taxpayer organizations to launch broadsides over the costs to ratepayers of a conveyance facility vs. upgrading and repairing Delta levees to better satisfy the twin goals.

- Concurrently, introduce legislation in February 2012 to require the proposed changes to the BCDP.

- Strategize and propose new conditions on current water importers as part of any

Delta Stewardship Council/Delta Plan

- Coordinate activities with the Delta area and environmental community opponents to the Delta Protection Act; Seek insertion into the Delta Plan a protection of local government sovereignty (local governments to identify areas of conflict with the Delta Plan in order to seek specific changes in the Delta Plan). Seek legislation to require the Plan to acknowledge and avoid conflicts with existing requirements placed upon local governments because of covered action.

- Engage with the Administration and the Executive Agencies in the discussions as they develop a revised water bond act for 2012.

Specifics of Contract

This proposal shall serve as a contract between the Delta Coalition (hereinafter, CLIENT) and Sacramento Advocates, Inc. (hereinafter ADVOCATE), whereby ADVOCATE agrees to represent CLIENT'S interests before the California Legislature, the Office of the Governor, State Constitutional Officers, and any and all agencies of the State of California as needed, as an advocate for CLIENT'S positions on state policy and legislative matters as directed by CLIENT.

For said services, CLIENT shall pay ADVOCATE a fee of $10,000 for the remainder of the month of January, 2012. The monthly fee shall be $25,000 per month effective February 1, 2012 and shall continue at that rate through September 30, 2012. Fees shall be considered due and payable on the first of each month, commencing with the effective date of this agreement, with the last payment under the terms of this agreement due on September 1, 2012.

Additionally, ADVOCATE may bill client for normal and customary business expenses (including, but not limited to, authorized travel and accommodations) incurred while transacting business as defined herein on behalf of CLIENT. Such expenses must be approved in advance by CLIENT and shall be due upon receipt.

It is the intention of the parties to this agreement that the services rendered hereunder and the Payments made therefore are not in any way contingent upon the enactment or defeat of any legislative or administrative proposal. The parties hereto agree that such sums as are paid pursuant to this agreement shall be deemed to be the reasonable value of services rendered hereunder. In the event that any agency or court determines that such payments were otherwise contingent, this agreement shall be deemed rescinded.

It is the intention of the parties to this agreement that ADVOCATE is an independent contractor and not an employee, agent, joint venturer or partner of CLIENT. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and ADVOCATE. Both parties acknowledge that ADVOCATE is not an employee for state or federal tax purposes. ADVOCATE shall retain the right to perform such services for others during the term of this agreement.

ADVOCATE is responsible for complying with the reporting requirements of a "lobbyist" pursuant to the California Political Reform Act. CLIENT is responsible for complying with the reporting requirements of a "lobbyist employer" pursuant to the California Political Reform Act.

Either party may terminate the agreement, with or without cause, on sixty (60) days advance written notice to the non-terminating party. No payment obligations shall exist after the effective date of the notice of termination, except for chargeable expenses incurred prior to that date.

If the above meets with your approval, please sign where indicated below and return one original with the first payment.

Sincerely,

_____
BARRY S. BROKAW for
SACRAMENTO ADVOCATES

Accepted and Agreed To:

_____
By:

Dated: _____

DRAFT		
Delta Coalition		
	Monthly	**8 Months**
GOVERNMENT AGENCIES		
San Joaquin County	$2,000	$16,000
City of Escalon	$500	$4,000
City of Lathrop	$1,000	$8,000
City of Lodi	$1,000	$8,000
City of Manteca	$1,000	$8,000
City of Ripon	$500	$4,000
City of Stockton	$2,000	$16,000
City of Tracy	$1,000	$8,000
PUBLIC AGENCIES		
Business Council of San Joaquin County	$2,000	$16,000
Central and South Delta Water Agencies	$3,000	$24,000
Delta Chamber of Commerce		$500
Port of Stockton	$3,000	$24,000
San Joaquin Area Flood Control Agency	$1,000	$8,000
San Joaquin Council of Governments	$500	$4,000
San Joaquin Farm Bureau	$1,000	$8,000
San Joaquin Partnership	$3,000	$24,000
Greater Stockton Chamber of Commerce	$500	$4,000
SJC Hispanic Chamber of Commerce		$500
Stockton East Water Dist.	$3,000	$24,000
South San Joaquin Irrigation District	$3,000	$24,000
Totals	**$29,000**	**$233,000**

RESOLUTION NO. 2012-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PARTICIPATION WITH THE DELTA
COALITION IN THE JOINT HIRING OF A LOBBYING FIRM

==========

WHEREAS, the San Joaquin County Delta Initiative Coalition was formed to present unified responses to provisions drafted by the Delta Stewardship Council as contained in the Bay Delta Conservation Plan and the Delta Plan and consists of all cities in San Joaquin County, the Board of Supervisors, county water suppliers, local Chambers of Commerce, members of the development community and leaders in the business sector; and

WHEREAS, on December 21, 2011, City Council adopted Resolution No. 2011-201 supporting the joint resolution of cities, County and other San Joaquin County stakeholders regarding land use, water and other Delta-related issues; and

WHEREAS, the Coalition has requested the City, along with the other members of the Coalition, participate in the joint hiring of Sacramento Advocates, Inc., to advocate on specific provisions in the Bay Delta Conservation Plan and the Delta Plan; and

WHEREAS, the City of Lodi's share of the $233,000 lobbying agreement is $8,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize participation with the San Joaquin County Delta Initiative Coalition in the joint hiring of the lobbying firm Sacramento Advocates, Inc., of Sacramento, California; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes payment of the City's share of the lobbying agreement in the amount of $8,000.00.

Dated: March 7, 2012

==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM C-11

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Lodi Fire Mid-Management Statement of Benefits

MEETING DATE: March 7, 2012

PREPARED BY: Human Resources Manager
City Attorney

RECOMMENDED ACTION: Adopt Resolution approving Lodi Fire Mid-Management Statement of Benefits.

BACKGROUND INFORMATION: The Statement of Benefits between the City of Lodi and the Lodi Fire Mid-Management (LFMM) expired on December 31, 2011. The principle components of the Statement of Benefits (as included in the attached tentative agreement, Exhibit A) are as follows:

- The terms and conditions of this statement of benefits shall be from January 1, 2012 through January 1, 2014.
- Beginning July 1, 2012 through June 30, 2013 employees agree to pay 3 percent share of their retirement costs along with 6 percent (175 hours for those working a 56-hour workweek, and 125 hours for those working a 40-hour workweek) furlough time. Beginning July 1, 2013 through December 31, 2013 employees agree to pay 6 percent share of their retirement costs along with the 3 percent (44 hours for those working a 56-hour workweek, and 31 hours for those working a 40-hour workweek) furlough time. Beginning January 1, 2014 employees agree to pay the full 9 percent retirement costs and there will be no further unpaid furlough time. Furlough hours must be used by December 31, 2014 in an effort to reduce the impact on the department.
- The LFMM agrees that the City will not increase the City's contribution to employee's medical costs during the term of this agreement.
- The City will eliminate the employee co-pay for medical insurance (currently $80 and $104 for employee + 1 and family coverage, respectively).
- The Lodi Fire Mid-Management group and the City agree to reopen the MOU to negotiate a Cafeteria Plan with an effective date of January 1, 2013.
- The Emergency Medical Technician incentive will increase from $50 to $200.
- Modification to Tuition Reimbursement, Article XXIII.
- Effective June 25, 2012, the 2.5 percent salary increase resulting from membership in a department sanctioned team shall be incorporated into salary and the incentive shall be eliminated.
- The City will restore the 3 percent City match to Deferred Compensation effective June 25, 2012.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: It is estimated that the provisions of this Statement of Benefits will save the City $116,500 over the term of the agreement.

FUNDING AVAILABLE: Necessary funding will be included in each fiscal year budget.

_____
Jordan Ayers, Deputy City Manager/Internal Services Director

_____
Dean Gualco, Human Resources Manager

Attachments

RESOLUTION NO. 2012-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE STATEMENT OF BENEFITS WITH
THE LODI FIRE MID-MANAGEMENT

==========

WHEREAS, representatives from the City of Lodi and LODI FIRE MID-MANAGEMENT unit (LFMM) have bargained in good faith for the purpose of amending certain articles of the Statement of Benefits.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby approve the attached Statement of Benefits (Exhibit A) between the City of Lodi and the Lodi Fire Mid-Management unit.

Date: March 7, 2012
==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the Lodi City Council in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

EXHIBIT A
(Statement of Benefits)

This document will be provided to Council as a "Blue Sheet" item at the meeting.

AGENDA ITEM_C-12

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Approve Waiver of Conflict of Interest for Meyers Nave's Representation of Northern California Power Agency (NCPA)

MEETING DATE: March 7, 2012

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Approve waiver of conflict of interest for Meyers Nave in their representation of the Northern California Power Agency (NCPA).

BACKGROUND INFORMATION: The law firm of Meyers Nave represents the City from time to time with regard to development agreements and other land use matters. They also assisted the City in drafting sections of the development agreements relating to electric utility costs. Meyers Nave also serves as General Counsel to NCPA, and has been tasked with drafting a Member Services Agreement between NCPA and the City of Lodi for the energy efficiency database services. Although technically a conflict of interest, I believe it is reasonable to waive in light of the risks involved and our desire to use Meyers Nave for land use work in the future.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None Required.

Stephen Schwabauer
City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

575 Market Street, Suite 2600
San Francisco, California 94105
tel 415.421.3711
fax 415.421.3767
www.meyersnave.com

Steven T. Mattas
Attorney at Law
smattas@meyersnave.com

meyers | nave

FEB 13 2012

CITY ATTORNEY'S OFFICE

February 7, 2012

D. Stephen Schwabauer
City Attorney of Lodi
Office of the City Attorney
P.O. Box 3006
Lodi, CA 95241-1910

Re: ***Consent to Continued Representation of the City of Lodi and Northern California Power Agency Regarding crmOrbit – Energy Efficiency PSA and CSA (LSR 12.06)***

Dear Steve:

As you are aware, we act as the General Counsel to the Northern California Power Agency ("NCPA"). In that capacity we have been asked by NCPA to provide advice to it regarding energy efficiency database services to be supplied to several of its members. NCPA has been requested by the City of Lodi ("the City") and other NCPA members to enter into an agreement with them ("the Member Services Agreement") by which NCPA would agree to contract with crmOrbit, LLC. crmOrbit would provide energy efficiency database services to the City and other NCPA members under the terms of a consultant services agreement with NCPA, and the City and other NCPA members would agree to pay for the costs of those services under the terms of the Member Services Agreement.

As an aside, we note that the format of the Member Services Agreement to be drafted would be used as something of a template for the future "non-core services" to be provided under the terms of a Legislative & Regulatory Program Agreement which is also being drafted.

In advising NCPA regarding drafting of both the crmOrbit consultant services agreement and the Member Services Agreement with the City, there may be matters which create either actual or potential conflicts of interest between the interests of NCPA and those of the City. The interests and objectives of NCPA and the City relating to this matter either are or may become inconsistent with each other.

We currently represent the City in connection with other matters which are unrelated to the above matter. The purpose of this letter is to disclose this relationship and situation to you, and to seek the City's informed, written consent to our continued representation of NCPA with respect to this matter as well as our continued representation of the City in the land use and CEQA matters for which we have been retained.

As attorneys, we are governed by specific rules relating to our representation of clients when present or potential conflicts of interest exist. Rules 3-310(B), 3-310(C), and 3-310(E) of the California Rules of Professional Conduct provide as follows:

> Rule 3-310(B): A member shall not accept or continue representation of a client without providing written disclosure to the client where:
>
> (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or
>
> (2) The member knows or reasonably should know that:
>
> (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and
>
> (b) the previous relationship would substantially affect the member's representation; or
>
> (3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or
>
> (4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.
>
> Rule 3-310(C): A member shall not, without the informed written consent of each client:
>
> (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
>
> (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
>
> (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
>
> Rule 3-310(E): A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

With regard to Rule 3-310(B), neither we nor, to the best of our actual knowledge, any member of our firm has or has had (i) any legal, business, financial, professional, or personal relationship with any party, witness, person, or entity or (ii) any interest in the subject matter

of our representation of NCPA disclosure of which is required by Rule 3-310(B), except for our past and current representation of the City, as described above.

With regard to Rule 3-310(C), our presently proposed representation of NCPA in connection with the matter described above will not result in our representing NCPA and the City in the same matter. However, it will result in our representing NCPA in the matter first described above at the same time as we are representing the City in separate matters. Therefore, and since we have a professional duty of undivided loyalty to each current client, given our current and past representation of the City, we need the informed written consent of both NCPA and the City before we can represent NCPA in the captioned matter.

With reference to Rule 3-310(E), we do not believe that we have obtained any confidential information from the City that would be material to the current matter in which we have been asked to represent NCPA. However, the City may believe we have or may receive such material confidential information due to the nature of our past and current representation of the City. Consequently, before representing NCPA in this current matter, we request the informed written consent of the City.

In connection with our proposed representation of NCPA in the matter described above and for purposes of assisting you in determining whether or not to consent to such representation, we hereby inform you that:

(a) We do not anticipate any foreseeable adverse effects upon the City by reason of our representation of NCPA.

(b) We do not anticipate any foreseeable adverse effects upon the City by reason of our past and current representation of the City.

We request that the City consider this written request carefully. You may wish to confer with independent legal counsel regarding this consent, and should feel free to do so. If, after review and consideration of the foregoing, the City consents to our representation of NCPA in the captioned matter, please sign the enclosed copy of this letter and return it to me as soon as possible.

Please do not hesitate to call me if you have any questions or concerns about the foregoing.

Very truly yours,

Steven T. Mattas

Cc: Conflicts Dept.

City of Lodi consents to the representation described above.

Dated: _____, 2011

City of Lodi

_____

By:
Its:

1791523.1

AGENDA ITEM C-13

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 7, 2012

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. 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: _____
Konradt Bartlam, City Manager

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RESOLUTION NO. 2012-____

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 7, 2012

==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

City of Lodi

RECEIVED
2012 JAN 18 AM 10: 31
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: Internal Services	**Date:** 1/12/2012	**Total No. of Pages:** one	**Proposed Destruction Date:** TBD
Division: Risk Management	**Prepared By:** Janet Hamilton	**Signature:**	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Claims, Damages	2006	Parking Garage	1
Claims, Damages	2005	Parking Garage	2
Risk Management Reports	2006 - 2010	Parking Garage	3
Bids - WC TPA Proposals	2005	Parking Garage	4 - 5

Department Head: _____ Date: 1/18/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 4/6/12

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

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: Internal Services	**Date:**	**Total No. of Pages:** 1	**Proposed Destruction Date:** TBD
Division: Human Resources	**Prepared By:** Dean Gualco	**Signature:**	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Recruitment Examination Files	All files prior to December 31, 2009	Basement 221 W. Pine St.	
Salary Surveys	All files prior to December 31, 2008	Basement 221 W. Pine St.	
Employment Files (Terminations) – Hourly	All files prior to December 31, 2005	Basement 221 W. Pine St.	
Employment Files (Terminations) – Salary	All files prior to December 31, 2006	Basement 221. W. Pine St.	

Department Head: Jordan Ayers Date: 1/12/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/6/12

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

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: Public Works	**Date:** 1/10/12	**Total No. of Pages:** 4	**Proposed Destruction Date:** 3/31/12
Division: Administration/Engineering	**Prepared By:** Pam Farris	**Signature:**	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Consumer Price Indexes	1995 – 2007	City Hall	1
Agreement for Consulting Services – Willdan Associates	5/01 – 9/01	City Hall	1
Certificates of Purchase	1996	City Hall	1
Consultant Bills	1/87 – 3/99	City Hall	1
Efficiency Committee	12/93 – 3/94	City Hall	1
Public Works Retreat	1993	City Hall	1
Utility Coordinating Committee	2001 – 2004	City Hall	1
Cellular Phone Bills	1/04 – 2/05	City Hall	1
Claims	1/02 – 12/04	City Hall	1
Minolta 5000 Copier	6/00 – 8/07	City Hall	1
Minolta 3050 Copier	9/95 – 6/03	City Hall	1
San Joaquin County Public Works Dept. Groundwater Recharge Pilot Project	7/92 – 3/93	City Hall	2
Pine Street, 300 W. (Finance Building), Russ & Beverly Munson	11/03 – 4/09	City Hall	2
White Slough Water Pollution Control Facility – Flood Insurance	12/78 – 5/89	City Hall	2
Turner Road Pump Station Modifications, Turner Road Underpass	8/05 – 9/06	City Hall	2
Lower Sacramento Road/West Frontage Road Wastewater Pipe Improvements (Bayberry Drive to Tejon Street)	4/08 – 10/08	City Hall	2
White Slough Water Pollution Control Facility Generator Standby Power System	11/02 – 5/06	City Hall	2
White Slough Water Pollution Control Facility Generator Holding Pond No. 1 Rehabilitation, 12751 N. Thornton Road	2/06 – 11/06	City Hall	2
Henry Glaves Park and Beckman Park Restroom Replacement Projects	9/07 – 5/08	City Hall	2
Lodi Lake Bicycle/Pedestrian Corridor Project (Phase I) 1101 W. Turner Road	2/97 – 4/02	City Hall	3
Lodi Lake Park Boathouse/Discovery Center Improvements	8/08 – 8/09	City Hall	3
2007 Asphalt Rubber Cape Seals, Various Streets	5/07 – 12/09	City Hall	3
2007 Asphalt Rubber Cape Seals, Various Streets (Certified Payroll)	8/07 – 9/07	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

2006 Asphalt Rubber Cape Seals, Various Streets	3/06 – 10/07	City Hall	3
Church Street and Sacramento Street Overlays 2006	11/06 – 11/07	City Hall	3
Cochran Road Street Improvements (Peach Street to Willow Avenue)	2/04 – 12/05	City Hall	4
Elm Street Paving Stone Replacement Project, School Street to Sacramento St.	9/05 – 4/07	City Hall	4
Lodi Avenue Asphalt Concrete Resurfacing (Ham Lane to UPRR)	5/03 – 6/04	City Hall	4
Turner Road Asphalt Concrete Resurfacing, 200 Feet West of Pleasant Ave. to Hwy 99 Overpass	12/02 – 7/04	City Hall	4
Kiwanis Club Planter at City Hall Parking Lot, Pine and Church Streets	2/03 – 5/03	City Hall	4
Fire Station #1 HVAC Design/Build Project (210 West Elm Street)	2/03 – 4/04	City Hall	4
Redevelopment Project No. 1	6/78 – 1/02	City Hall	4
Lockeford Street & Olive Court Water Main Replacement	7/05 – 10/07	City Hall	5
PCE/TCE Prospective Bidders	2005	City Hall	5
Central City Revitalization Downtown Street Furniture	6/97 – 1/98	City Hall	5
Civic Center Parking Structure (Watry Design Group)	3/01 – 11/02	City Hall	5
California Youth Soccer Association Lease Plans	2/95 – 3/95	City Hall	5
California Youth Soccer Association Lease Correspondence	4/95 – 8/97	City Hall	5
Sacramento Street, 27 N. (Lodi Station Parking Structure Construction Office)	8/00 – 3/08	City Hall	5
Capital Improvement Budget Requests	3/99 – 4/00	City Hall	5
Office Equipment Operating Manuals	No Dates	City Hall	5
Back Injury Prevention	3/92 – 10/96	City Hall	6
Cal OSHA Misc. Correspondence	5/80 – 3/01	City Hall	6
Injury & Illness Prevention Program	7/91 – 9/95	City Hall	6
Labor Code	1998	City Hall	6
Safety Consultants	1/95 – 12/00	City Hall	6
Worker Injury Reports	1/01 – 7/01	City Hall	6
Fire Equipment Lease (1216 Fund)	8/02 – 8/03	City Hall	6
Neighborhood Parks Bond	8/00 – 9/00	City Hall	6
Part-Time Employees – PERS (1000 Hour Limit)	1/95 – 12/06	City Hall	6
Part-Time/Summer Employees	1/98 – 12/00	City Hall	6
White Slough Water Pollution Control Facility – Prostyle Sports	6/98 – 5/01	City Hall	6
White Slough Water Pollution Control Facility – Calpine Merchant Plant	9/00 – 2/01	City Hall	6
Automated Well Control & Elevated Tank Removal Study	9/78 – 8/79	City Hall	6
2009 Asphalt Rubber Cape Seal, Various Streets, Certified Payroll	1/09 – 6/09	City Hall	6
Highway 12 Association	8/82 – 1/00	City Hall	7
APWA – ACEC Joint Task Force	9/95 – 6/97	City Hall	7
APWA/CELSOC Liaison Committee	3/95 – 1/98	City Hall	7
APWA – Facilities, Grounds, and Fleet Operations Committee	1998	City Hall	7
Indoor Sports Facility RFP Inquiries	6/95 – 2/96	City Hall	7

Attachment A – Form 4 (Authority to Destroy Records)

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

Highway 12/Kettleman Lane – Highway 99 Interchange Improvements (Measure K)	1/94 – 4/01	City Hall	7
Highway 12/Kettleman Lane – Highway 99 Interchange Improvements (Measure K) Construction	1/98 – 5/00	City Hall	7
Highway 12/Kettleman Lane – Highway 99 Interchange Improvements (Measure K) DBE Information	5/98 – 6/98	City Hall	7
Highway 12/Kettleman Lane – Highway 99 Interchange Improvements (Measure K) Preliminary Notices	7/98 – 9/99	City Hall	7
Californians for Better Transportation	4/98 – 12/99	City Hall	8
California Municipal Utilities Association	3/74 – 11/00	City Hall	8
SJCOG Combined Road Plan	3/89 – 3/92	City Hall	8
SJCOG Railroad Projects (Prop 116)	2/91 – 12/91	City Hall	8
White Slough Water Pollution Control Facility Lease, 389 Acres (Bechthold)	1/78 – 12/97	City Hall	8
White Slough Water Pollution Control Facility 1999 Lease	1/98 – 2/04	City Hall	8
White Slough Water Pollution Control Facility Gas & Oil Leases	2/97 – 3/99	City Hall	8
Water/Wastewater Quarterly Update Report	2006	City Hall	8
Highway Sweeping Statements	8/97 – 7/01	City Hall	8
Cal Fed Grant – Wetland Creation/Effluent Disposal	6/98 – 10/98	City Hall	8
San Joaquin County Grand Jury	11/94 – 2/96	City Hall	8
San Joaquin Local Agency Formation Commission (LAFCO)	2002	City Hall	8
San Joaquin County Engineers Council – Engineer of the Year	11/91 – 7/94	City Hall	8
SJCOG Highway Performance Monitoring System	2/84 – 9/98	City Hall	8
Media One	8/97 – 10/00	City Hall	8
SJCOG TDA Transportation Planning Tech & Policy Items – Lodi	8/84 – 12/96	City Hall	8
Targeted Opportunities to Prevent Pollution in San Joaquin County	9/97 – 4/99	City Hall	8
Sacramento Street Reconstruction, Pine Street to Oak Street	4/99 – 3/00	City Hall	9
Sacramento Street Reconstruction, Pine Street to Oak Street – DBE Info	1999	City Hall	9
ICMA Performance Survey	12/97 – 11/99	City Hall	9
Traffic Signal Installations, Various Locations (File #1) Contract Payments, Correspondence	12/90 – 10/92	City Hall	10
Water/Wastewater Main Replacement Program (Project #2) (Cert Payroll File #1)	9/04 – 7/05	City Hall	10
Water/Wastewater Main Replacement Program (Project #2) (Cert Payroll File #2)	4/05 – 6/06	City Hall	10
Water/Wastewater Main Replacement Program (Proj #2) (Cert Payroll File #3)	1/07 – 7/07	City Hall	10
Civic Center Data Telecommunication Cabling	9/94 – 11/98	City Hall	10
APWA – Chapter Delegate	7/93 – 5/98	City Hall	10
Walkway Improvements to Glaves, Beckman, and Lodi Lake Parks	3/99 – 4/01	City Hall	10
Harney Lane Sanitary Landfill	3/67 – 10/97	City Hall	11
Traffic Signal and Lighting Installation, Turner Road and Mills Avenue	6/97 – 5/00	City Hall	11
Turner Road at Lower Sacramento Road/Woodhaven Road	8/87 – 1/95	City Hall	11

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

City of Lodi

Turner Road at Lower Sacramento Road/Woodhaven Road (Specs)	5/93 – 7/93	City Hall	11
Hwy 12 – Kettleman/Hwy 99 Interchange Improvements (Measure K) Specs	3/98 – 6/00	City Hall	11
Lower Sacramento Road, Turner Road to 400 Feet North of Eilers Lane Asphalt Concrete Payment Rehab & Bike Lanes	9/97 – 1/01	City Hall	11
Central City Revitalization Assessment District	6/95 – 10/04	City Hall	12
Residential Street Design Standards	1998	City Hall	12
Newsrack Ordinance	5/89 – 6/89	City Hall	12
Performance Review	3/96 – 11/00	City Hall	12
Status of Major and Priority PW Projects	10/97 – 2/05	City Hall	12
Redevelopment Agency	10/97 – 7/07	City Hall	12
Professional Service Agreement – Premier Engineering & Service, Inc.	12/08 – 7/09	City Hall	12
Professional Service Agreement – SNG & Associates, Inc.	2/01 – 2/03	City Hall	12
Professional Service Agreement – Thompson Hysell Engineers (File #1)	7/03 – 7/04	City Hall	12
Professional Service Agreement – Saracino Kirby Snow (Schlumberger)	10/02 – 9/04	City Hall	12
Professional Service Agreement – Schlumberger Water Service	2/05 – 10/09	City Hall	12
Finance Department Memos	2003 – 2006	City Hall	13
Engineering Statements 2004 File #1	1/04 – 6/04	City Hall	13
Engineering Statements 2004 File #2	7/04 – 12/04	City Hall	13
Engineering Statements 2005 File #1	1/05 – 6/05	City Hall	13
Engineering Statements 2005 File #2	7/05 – 12/05	City Hall	13
Engineering Statements 2006 File #1	1/06 – 6/06	City Hall	13
Engineering Statements 2006 File #2	7/06 – 12/06	City Hall	13
Professional Service Agreement – Timothy J. Hachman, Attorney at Law	11/03 – 12/04	City Hall	13
Professional Service Agreement – Ruark and Associates	4/07 – 12/09	City Hall	13
Minority Business Program MBE/DBE	1/00 – 12/03	City Hall	13
Turner Rd, Pleasant Ave to Hwy 99 & Stockton St, Kettleman Ln to Century Blvd Rubberized Overlay	11/00 – 7/04	City Hall	13
Woodhaven Ln, Chestnut St, North of Turner Rd Improvements	7/97 – 6/02	City Hall	13
Water/Wastewater Main Replacement Project No. 4 – Certified Payroll	4/09 – 9/09	City Hall	13

*In all cases, original plans are maintained.

Department Head: Wally Sandelin Date: 1/11/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/12

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.*

RECEIVED
JAN 09 2012
CITY OF LODI
FINANCIAL SERVICES

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: Internal Services	**Date: 1/9/12**	**Total No. of Pages: 1**	**Proposed Destruction Date: TBD**
Division: Finance	**Prepared By: Gail Glissman**	**Signature:**	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Business Tax Applications	2006	Finance Basement	
CIS Daily Postings & Journals	July 2005 – June 2006	Finance Basement	
Service Orders/Utility Contract	July 2005 – June 2006	Finance Basement	
Correspondence	July 2007 – June 2008	Finance Basement	
Deposit Refunds	July 2005 - June 2006	Finance Basement	
Enforcement Technology Parking Balancing Reports	July 2005 – June 2006	Finance Basement	
Lodi Downtown Business Partnership Collections	July 2005 – June 2006	Finance Basement	
Miscellaneous Receivables	July 2005 – June 2006	Finance Basement	
Returned Checks	July 2007 – June 2008	Finance Basement	
Pet License Applications	July 2005 – June 2006	Finance Basement	

Department Head: _____ Date: 01-10-12

City Clerk: _____ Date: 2/8/1

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

*City Attorney: _____ Date: 2/8/12

Destruction Completed By:

_____

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

Printed Name	Signature	Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

RECEIVED
2012 JAN 25 AM 9:31
CITY CLERK
CITY OF LODI

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: Fire	**Date: 1/19/2012**	**Total No. of Pages: 2 #1 of 2**	**Proposed Destruction Date: TBD**
Division: Administration	**Prepared By: Linda Hoover**	**Signature:** Linda Hoover	

Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Acct's. Payable Invoices/Copies	7/1/08 – 6/30/09	Fire Admin.	1
Claim Vouchers/Copies	7/1/08 – 6/30/09	Fire Admin.	2
Correspondence	7/1/08 – 6/30/09	Fire Admin.	2
Expendable Trust/Copies	7/1/08 – 6/30/09	Fire Admin.	2
Expenditure/Transaction Analysis Reports/Copies	7/1/08 – 6/30/09	Fire Admin.	2
FLSA Pay/Copies	2008	Fire Admin.	2
Holiday Pay/Copies	2008	Fire Admin.	2
Release of Care Against Medical Advice/Copies	7/1/07 – 6/30/08	Fire Admin.	2
Strike Team Reimbursements/Copies	2008	Fire Admin.	2
Supply Order Requests/Copies	7/1/08 – 6/30/09	Fire Admin.	2
Time-Off Requests	2008	Fire Admin.	2

Department Head: _____ Date: 1/24/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/2

Destruction Completed By: _____ 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

RECEIVED
2012 JAN 25 AM 9:31
CITY CLERK
CITY OF LODI

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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: Fire	**Date: 1/19/12**	**Total No. of Pages: 2 #2 of 2**	**Proposed Destruction Date: TBD**
Division: Administration	**Prepared By: Linda Hoover**	**Signature:** Linda Hoover	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Acct's. Payable Invoices/ Electronic Copies	7/1/08– 6/30/09	Fire Admin.	O:\Word\Admin
Claim Vouchers/ Electronic Copies	7/1/08 – 6/30/09	Fire Admin.	O:\Word\Admin
Correspondence/Electronic Copies	2008	Fire Admin.	O:\Word\Admin
Council Agendas & Communications/ Electronic Copies	2008	Fire Admin.	O:\Word\Admin
FLSA/Electronic Copies	2008	Fire Admin.	O:\Word\Admin
Payroll Spreadsheets/ Electronic Copies	2008	Fire Admin.	O:\Word\Admin
Uniform Allowance/Electronic Copies	2008	Fire Admin.	O:\Word\Admin

Department Head: _____ Date: 1/24/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/12

Destruction Completed By:

_____

Printed Name Signature Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Fire	**Date:** 1-5-2012	**Total No. of Pages:**	**Proposed Destruction Date:** TBD
Division: Prevention	**Prepared By:** Cari Shates	**Signature:** Cari Shates	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Special Program Requests	2009	Fire Admin	1
Requests for Inspection	2009	Fire Admin	1
Inspection Fee's	2009	Fire Admin	1
Apartment Inspections	2009	Fire Admin	1
Knox Box Auth. Forms	2009	Fire Admin	1
Inspections Letters	2009	Fire Admin electronic	
Copies of Paid Invoices	2008-2009	Fire Admin	1

Department Head: _____ Date: 1/10/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/12

Destruction Completed By:

_____

Printed Name Signature Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Police	**Date: January 31, 2011**	**Total No. of Pages: 1**	**Proposed Destruction Date: March, 2012**
Division: Administration	**Prepared By: Julie Wall**	**Signature:** Julie Wall	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Employee Time Cards & related payroll records	+3 years from closure date (prior to 2009)	Investigations Storage Room	
Parking Citations	+2 years from closure date (prior to 2010)	Investigations Storage Room	
Parking Cite Appeals	+2 years from closure date (prior to 2010)	Investigations Storage Room	
Pager Bills	+2 years from closure date (prior to 2010)	Investigations Storage Room	
Cellular Phone Bills	+2 years from closure date (prior to 2010)	Investigations Storage Room	
Fugitive Warrant Documents	+5 years from closure date (prior to 2007)	Investigations Storage Room	
Civil Subpoena Documents	+2 years from closure date (prior to 2010)	Investigations Storage Room	

Department Head: [signature] Date: 1-30-12

City Clerk: _____ Date: _____

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

*City Attorney: [signature] Date: 2/8/12

Destruction Completed By:

_____

Printed Name Signature Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Police Department	**Date:** January 26, 2012	**Total No. of Pages:** One (1)	**Proposed Destruction Date:** March 2012
Division: Community Improvement Unit	**Prepared By:** Jamie Aldred	**Signature:**	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Closed Code Enforcement Cases	1996 to 2010	Community Improvement Filing Cabinets	1
Closed Code Enforcement Cases	1996 to 2010	Community Improvement Filing Cabinets	2

Department Head: _____ Date: 1-30-12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/12

Destruction Completed By:

_____

Printed Name Signature Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Police	**Date:** 01/24/12	**Total No. of Pages: 1**	**Proposed Destruction Date: 03/12**
Division: Investigations	**Prepared By: Lt. Chris Piombo**	**Signature:** C. V. Piombo	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Background investigations and	+5 years from	Administration	
employment records of previous	closure date	personnel filing	
Lodi Police Department		cabinet	
employees			
Administrative and Internal Affairs	+5 years from	Investigations Lt.	
Investigations	closure date	filing cabinet	
Background Investigations	+2 years from	Administration	
(not hired)	closure date	personnel filing	
		cabinet	

Department Head: [signature] Date: 1-30-12

City Clerk: _____ Date: _____

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

*City Attorney: [signature] Date: 2/8/12

Destruction Completed By:

_____

Printed Name Signature Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: Police	**Date: 01/10/12**	**Total No. of Pages:**	**Proposed Destruction Date:** TBD 3/12
Division: Records	**Prepared By: H. Kirschenman**	**Signature:**	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Traffic Citations	+2 years from closure date '2009'	Records cabinets	
Arrest/Booking Sheets	+6 years from closure Date '2005'	Records cabinets	
Statistical (UCR)	Current year +2 '2001- 2009'	Records cabinets	
Non-Criminal Occurrences (returned Missing Person reports)	Current year +2 '2003-2004'	Records cabinets	
Permits- Permit Applications (massage, card room, peddler, tow truck, etc)	+2 years from closure date '2009 and years prior'	Records cabinets	
Subpoena	Current year +2 '2000-2009'	Records closet	
Hunter Safety Records	Pre-1980	Records cabinets	

Department Head: _____ Date: 1-30-12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/12

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

Destruction Completed By:

Printed Name	Signature	Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

RECEIVED

AUTHORITY TO DESTROY OBSOLETE RECORDS

2012 FEB -1 AM 9:16

CITY CLERK
CITY OF LODI

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Department: Library	**Date:** 1/31/2012	**Total No. of Pages:** 1	**Proposed Destruction Date:** TBD
Division:	**Prepared By:**	**Signature:**	

Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Payroll Records	2008	Library business office	
Vendor invoices - copies	FY 2009-2010	Library business office	
Community Room Reservation forms	2009	Library business office	
Linsco Private Ledger (LPL) Monthly	2009	Library business office	
Investment Statements (retaining			
account summary page)			

Department Head: Nancy Martinez Date: 1/31/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/12

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

RECEIVED
2012 FEB -2 PM 1:56
CITY CLERK
CITY OF LODI

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Department: Internal Services	**Date:2/02/2012**	**Total No. of Pages: 2**	**Proposed Destruction Date: TBD**
Division: Financial Services Accounting	**Prepared By:** NANCY SPINELLI	**Signature:** Wendy Corder Borhom	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
Next Step/Leave Balance	2009-2010	Basement	
Payroll Edit Registers	"	"	
Payroll Journal Detail	"	"	
Payroll Voucher Detail	"	"	
Payroll Check Registers	"	"	
Wage Attachment Report	"	"	
Overtime Cards	2007-2008	"	
Daily Time Cards	2005-2006	"	
Accounts Payable Final Post	2009-2010	"	
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	2006-2007	"	
Wire Transfers	2007-2008	"	
Inventory	2009-2010	"	
B of A & F&M Bank Statements	2002-2004	"	
Unclaimed Property Records	2000-2004	"	
DB Claims Bank Reconciliation	2003-2005	"	
ICS Activity & Bank Reconciliation	2003-2005	"	

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: _____ Date: 2/2/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/8/12

Destruction Completed By:

_____

Printed Name Signature Date

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

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Department: Public Works	**Date:** 1/26/2012	**Total No. of Pages:** 13	**Proposed Destruction Date:** TBD
Division: Municipal Service Center	**Prepared By:** Corina Farnsworth	**Signature:** Corina A. Farnsworth	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
see attached list			

Department Head: Wally Sandelin Date: 1/30/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: _____

Destruction Completed By:

_____

Printed Name Signature Date

Attachment A – Form 4 (Authority to Destroy Records)

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Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Accounts Payable Fmc Sweeper Contracts (2)	1994 and prior	MSC Decommissioned Shop	94001
Accounts Payable Motorola Maintenance Agreement	1988	MSC Decommissioned Shop	94001
Accounts Payable Motorola Radios - copies	1989	MSC Decommissioned Shop	94001
Accounts Payable Motorola Radios - copies	1990	MSC Decommissioned Shop	94001
Personnel Street Division Correspondence	1990	MSC Decommissioned Shop	94001
Personnel Street Division Correspondence	1991	MSC Decommissioned Shop	94001
Personnel Summer Laborers, Non-Returning	1994 and prior	MSC Decommissioned Shop	94001
Personnel Water/Wastewater Division Correspondence	1991	MSC Decommissioned Shop	94001
Materials & Contracts Asphalt	1986 - 1992	MSC Decommissioned Shop	94001
Materials & Contracts Slurry Seal	1990	MSC Decommissioned Shop	94001
Materials & Contracts Slurry Seal	1991	MSC Decommissioned Shop	94001
Materials & Contracts Slurry Seal	1992	MSC Decommissioned Shop	94001
Streets/Sidewalks Accept Improvements	1990	MSC Decommissioned Shop	94001
Traffic Lane Line Painting	1990	MSC Decommissioned Shop	94001
Traffic Lane Line Painting	1991	MSC Decommissioned Shop	94001
Traffic Signal Maintenance	1990	MSC Decommissioned Shop	94001
Traffic Signal Maintenance	1991	MSC Decommissioned Shop	94001
Traffic Work Authorization	1990	MSC Decommissioned Shop	94001
Traffic Work Authorization	1991	MSC Decommissioned Shop	94001
Administration City Council Minutes - copies	1976 - 1984	MSC Decommissioned Shop	94007
Material Bids & Notices	1978	MSC Decommissioned Shop	94008
Material Bids & Notices	1981	MSC Decommissioned Shop	94008
Accounts Payable Ireland Landscape Maintenance	1988 - 1989	MSC Decommissioned Shop	94008
Landscape Maintenance Contract Ireland Landscape	1982 - 1983	MSC Decommissioned Shop	94008
Landscape Maintenance Contract Ireland Landscape	1983 - 1984	MSC Decommissioned Shop	94008
Landscape Maintenance Contract Ireland Landscape	1985 - 1986	MSC Decommissioned Shop	94008
Street Alley & Parking Lot Annual Maintenance Study	1973 - 1984	MSC Decommissioned Shop	94008
Street Alley & Parking Lot Annual Maintenance Study	1984 - 1987	MSC Decommissioned Shop	94008
Streets Neighborhood Watch Signs	1987 - 1988	MSC Decommissioned Shop	94008
Tree Chips Mrs. Faust	1979	MSC Decommissioned Shop	94008
Tree Planting	1971 - 74	MSC Decommissioned Shop	94008
Tree Trimmers	1980 - 1988	MSC Decommissioned Shop	94008
Tree Trimming Correspondence	1979 - 1986	MSC Decommissioned Shop	94008
Tree Trimming Schedules	1975 - 1984	MSC Decommissioned Shop	94008
Trees Spraying	1976 - 1984	MSC Decommissioned Shop	94008
Trees Spraying	1984 - 1987	MSC Decommissioned Shop	94008
Projects Miscellaneous	1977	MSC Decommissioned Shop	94008
Miscellaneous Catch Basin	1985	MSC Decommissioned Shop	94008
Rainfall	1983 - 1984	MSC Decommissioned Shop	94008
Accident Claims By City	1969	MSC Decommissioned Shop	94008
Accident Reports	1972 - 1974	MSC Decommissioned Shop	94008
Accident Reports Claims Against City	1975	MSC Decommissioned Shop	94008
Accident Reports M Elson	1969	MSC Decommissioned Shop	94008
Accident Reports M Elson	1970	MSC Decommissioned Shop	94008
Accident Reports M Elson	1971	MSC Decommissioned Shop	94008
Accident Reports Max Nelson	1970	MSC Decommissioned Shop	94008

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Administration Complaints & Claims	1973	MSC Decommissioned Shop	94008
Administration P.W. Operating Budget	1974 - 1975	MSC Decommissioned Shop	94008
Paid Claims	1970	MSC Decommissioned Shop	94008
Paid Claims	1971	MSC Decommissioned Shop	94008
Quarterly Report	1974	MSC Decommissioned Shop	94008
Quotes On Work & Material	1975 and prior	MSC Decommissioned Shop	94008
Appropriation Ledger	1974	MSC Decommissioned Shop	94008
Appropriation Ledger	1975	MSC Decommissioned Shop	94008
Personnel Mike Johnson	1975	MSC Decommissioned Shop	94008
Personnel Neighborhood Youth Corps Ii Out Of School Program	1972 - 1973	MSC Decommissioned Shop	94008
Water & Sewer Operating Budget	1970 - 1972	MSC Decommissioned Shop	94008
Water & Sewer Operating Budget	1973 - 1974	MSC Decommissioned Shop	94008
Water Distribution Maintenance	1970	MSC Decommissioned Shop	94008
Equipment Bids & Notices	1977 - 1978	MSC Decommissioned Shop	94010
Material	1976 - 1981	MSC Decommissioned Shop	94010
Material Bids & Notices	1979	MSC Decommissioned Shop	94010
Material Bids & Notices	1980 - 1987	MSC Decommissioned Shop	94010
Money Deposited By Subdivisions	1978 - 1986	MSC Decommissioned Shop	94010
Safety Audit	1986	MSC Decommissioned Shop	94010
Asphalt Materials	1982 - 1987	MSC Decommissioned Shop	94010
Asphalt Rejuvenating Materals	1982 - 1987	MSC Decommissioned Shop	94010
Leaf Cleanup Program	1975 - 1984	MSC Decommissioned Shop	94010
Liquid Asphalt Materials	1982 - 1987	MSC Decommissioned Shop	94010
Pavement Evaluation	1982	MSC Decommissioned Shop	94010
Rock & Sand Materials	1982 - 1987	MSC Decommissioned Shop	94010
Sidewalk Replacement	1986	MSC Decommissioned Shop	94010
Slurry Seal Materials	1982 - 1987	MSC Decommissioned Shop	94010
Traffic Signal Maintenance	1986 - 1987	MSC Decommissioned Shop	94010
Trees	1969 - 1976	MSC Decommissioned Shop	94010
Trees Planting	1975 - 1987	MSC Decommissioned Shop	94010
Trees Removal	1974 - 1977	MSC Decommissioned Shop	94010
Burn Permit - Weed Eradication	1985	MSC Decommissioned Shop	94010
Compost	1970	MSC Decommissioned Shop	94010
Preventative Maintenance To New Construction	1986 - 1987	MSC Decommissioned Shop	94010
Operations Statements 1973-75	1973 - 1985	MSC Decommissioned Shop	94011
Accidents - Claims Against City	1974 - 1977	MSC Decommissioned Shop	94015
Accidents - Claims Against City	1979 - 1984	MSC Decommissioned Shop	94015
Accidents - Claims Against City	1986	MSC Decommissioned Shop	94015
Accidents - Damage To City Property	1974 - 1977	MSC Decommissioned Shop	94015
Accidents - Damage To City Property	1979 - 1980	MSC Decommissioned Shop	94015
City Clerk Insurance Correspondence	1975 - 1982	MSC Decommissioned Shop	94015
Police Reports, No Action	1976	MSC Decommissioned Shop	94015
Police Reports, No Action	1977	MSC Decommissioned Shop	94015
Police Reports, No Action	1979 - 1981	MSC Decommissioned Shop	94015
Equipment Bids And Notices 1975	1975	MSC Decommissioned Shop	94026

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Equipment Bids And Notices 1980	1980	MSC Decommissioned Shop	94026
Equipment Bids And Notices 1981	1981	MSC Decommissioned Shop	94026
Equipment Bids And Notices 1982	1982	MSC Decommissioned Shop	94026
Equipment Bids And Notices 1983	1983	MSC Decommissioned Shop	94026
Equipment Informal Bids & Quotes 1980	1980	MSC Decommissioned Shop	94026
526 E. Lodi Ave. Landscape & Sprinkler Plans	1977	MSC Decommissioned Shop	94030
Chamber Of Commerce Landscape & Sprinkler Plans	1977	MSC Decommissioned Shop	94030
Cherokee Lane & Pine Street-Howard Clark Development	1977	MSC Decommissioned Shop	94030
City Hall Landscaping	1980	MSC Decommissioned Shop	94030
Landscape - Library Landscape Plans	1978	MSC Decommissioned Shop	94030
Landscape American Auto Body Shop	1978	MSC Decommissioned Shop	94030
Landscape Animal Shelter	1983	MSC Decommissioned Shop	94030
Landscape Avenue Plaza	1978	MSC Decommissioned Shop	94030
Landscape Ham Lane Median	1978	MSC Decommissioned Shop	94030
Landscape Ham Lane Median Arundel Ct.-Century Blvd.	1978	MSC Decommissioned Shop	94030
Landscape Ham Lane Median Arundel Ct.-Port Chelsea	1978	MSC Decommissioned Shop	94030
Landscape Hutchins Street Planter	1977	MSC Decommissioned Shop	94030
Landscape Plaza Liquor	1978	MSC Decommissioned Shop	94030
Landscape Sanguinetti Park	1979	MSC Decommissioned Shop	94030
Landscape Sears Parking Lot-Jdm Landscaping	1978	MSC Decommissioned Shop	94030
Landscape State Savings & Loan	1980	MSC Decommissioned Shop	94030
Landscaping - Leland Court Landscape Agreement	1980	MSC Decommissioned Shop	94030
Landscaping - Msc	1980	MSC Decommissioned Shop	94030
Landscaping Lawrence Park Parking Lot Well Sets #19	1982	MSC Decommissioned Shop	94030
Landscaping Maintenance Contract	1982	MSC Decommissioned Shop	94030
Landscaping Maintenance Contract	1984	MSC Decommissioned Shop	94030
Park Place Landscape-1041 S. Hutchins-Oskars Enterprise	1977	MSC Decommissioned Shop	94030
Tokay Villa Landscape & Sprinkler Plans	1978	MSC Decommissioned Shop	94030
United California Bank "Coe Landscaping"	1977	MSC Decommissioned Shop	94030
1100 W. Tokay (Office Building.) Dean Robinson	1978	MSC Decommissioned Shop	94030
6 Unit Apts. @ 1741 W. Lockeford St. - Albert Corss	1977	MSC Decommissioned Shop	94030
Bader Building-1217 W. Tokay St.	1978	MSC Decommissioned Shop	94030
Beckman Ranch Unit #1	1979	MSC Decommissioned Shop	94030
California Skate Buzz Oates Enterprises	1976	MSC Decommissioned Shop	94030
Dok-Shoons Restaurant	1978	MSC Decommissioned Shop	94030
English Oaks #2 & #4	1978	MSC Decommissioned Shop	94030
English Oaks Parks	1978	MSC Decommissioned Shop	94030
Fanos Construction Fire Station #2	1982	MSC Decommissioned Shop	94030
Farmers & Merchants Bank Vineyard Shopping Center	1980	MSC Decommissioned Shop	94030
Fire Station No. 2	1981	MSC Decommissioned Shop	94030
Laurence Park	1982	MSC Decommissioned Shop	94030
Lyons Restaurant-200 Blk. So. School St.	1977	MSC Decommissioned Shop	94030
Odama Building.-1124 W. Tokay St.	1978	MSC Decommissioned Shop	94030
R & J Packing-48 E. Oak St.	1981	MSC Decommissioned Shop	94030
River Oaks Subdivision V & Vi	1977	MSC Decommissioned Shop	94030
St. Peters Lutheran Church-Oxford Way	1979	MSC Decommissioned Shop	94030
Stone Brothers Lakewood Mall Fencing	1978	MSC Decommissioned Shop	94030

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Sullivan-Newton Building.-1109 W. Tokay St.	1979	MSC Decommissioned Shop	94030
Sunwest Unit 2	1977	MSC Decommissioned Shop	94030
Temple Baptist Church	1979	MSC Decommissioned Shop	94030
The Oaks Development	1980	MSC Decommissioned Shop	94030
Vienna & Association, Inc.	1979	MSC Decommissioned Shop	94030
Vienna Golden State Convalescent Hospital	1977	MSC Decommissioned Shop	94030
Vineyard Shopping Center Mervyns	1980	MSC Decommissioned Shop	94030
Warehouse-322 No. Main St.	1977	MSC Decommissioned Shop	94030
Westgate Cinema	1977	MSC Decommissioned Shop	94030
Uhls Property Drainage	1980	MSC Decommissioned Shop	94030
Well #19 Landscape	1982	MSC Decommissioned Shop	94030
Well #6 Landscape	1986	MSC Decommissioned Shop	94030
Well #7 Landscape	1979	MSC Decommissioned Shop	94030
White Slough Paving	1974	MSC Decommissioned Shop	94030
Administration Annual Report	1985 - 1986	MSC Decommissioned Shop	94033
Administration Annual Report	1986 - 1987	MSC Decommissioned Shop	94033
Administration Budget	1984 - 1985	MSC Decommissioned Shop	94033
Administration Budget	1985 - 1986	MSC Decommissioned Shop	94033
Administration Budget	1986 - 1987	MSC Decommissioned Shop	94033
Administration Budget	1987 - 1988	MSC Decommissioned Shop	94033
Administration Budget	1987 - 1988	MSC Decommissioned Shop	94033
Administration Budget	1988 - 1989	MSC Decommissioned Shop	94033
Administration Budget	1988 - 1989	MSC Decommissioned Shop	94033
Administration Utility Coordinating Committee	1993	MSC Decommissioned Shop	94034
Finance Claim Vouchers - copies	Jan - June 1992	MSC Decommissioned Shop	94034
Finance Claim Vouchers - copies	July - Dec 1992	MSC Decommissioned Shop	94034
Finance Construction Water Billing	1991	MSC Decommissioned Shop	94034
Finance Operations Statements	1992	MSC Decommissioned Shop	94034
Finance Petty Cash - copies	1992	MSC Decommissioned Shop	94034
Finance Septic Tank Operations Statements	1992	MSC Decommissioned Shop	94034
Finance Transfer Of Charges	1992	MSC Decommissioned Shop	94034
Finance Transfer Station Dump Fees/Accounts Payable	1993	MSC Decommissioned Shop	94034
Finance Travel Claims - copies	1992	MSC Decommissioned Shop	94034
Finance Water/Wastewater Budget	1990 - 1991	MSC Decommissioned Shop	94034
Finance Water/Wastewater Inventory	1989 - 1991	MSC Decommissioned Shop	94034
Ireland Landscape Maintenance	1993 and prior	MSC Decommissioned Shop	94C
Lagorio Communications	1994 and prior	MSC Decommissioned Shop	94C
Motorola - Radios	1994 and prior	MSC Decommissioned Shop	94C
Leaf Removal	1993/94	MSC Decommissioned Shop	94C
Radio Service Tags	1993 and prior	MSC Decommissioned Shop	94C
Radio Service Tags Water/Wastewater	1993 and prior	MSC Decommissioned Shop	94C
Radio System Purchase	1994 and prior	MSC Decommissioned Shop	94C
Correspondence - Traffic	1994 and prior	MSC Decommissioned Shop	94C
Lane Line	1993	MSC Decommissioned Shop	94C
Reflective Sign Survey	1992	MSC Decommissioned Shop	94C
Reflective Sign Survey	1993	MSC Decommissioned Shop	94C

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Traffic Signal Maintenance	1994	MSC Decommissioned Shop	94C
Traffic Work Authorization	1994	MSC Decommissioned Shop	94C
Petty Cash - copies	1999	MSC Decommissioned Shop	96A
Construction Water Billing	1998	MSC Decommissioned Shop	96A
Operations Statements	1998	MSC Decommissioned Shop	96A
Permits	1998	MSC Decommissioned Shop	96A
Mission Uniform Service Uniform Contract	1998	MSC Decommissioned Shop	96A
Safety Training Verification (St Div)	1994-1997	MSC Decommissioned Shop	97B
Safety Training Verification (WWW)	1994-1997	MSC Decommissioned Shop	97B
Safety Training Verification (White Slough)	1994-1997	MSC Decommissioned Shop	97B
Landscape Maintenance	1994-1997	MSC Decommissioned Shop	97B
Landscape Maintenance	1997-1998	MSC Decommissioned Shop	97B
Traffic Signal Maintenance	1997	MSC Decommissioned Shop	97B
Traffic Work Authorizations	1997	MSC Decommissioned Shop	97B
City Council Agenda/Minutes - copies	Jan-Jun 1997	MSC Decommissioned Shop	97D
City Council Agenda/Minutes - copies	July - Dec 1997	MSC Decommissioned Shop	97D
Confidential Claims - copies	1997	MSC Decommissioned Shop	97D
Miscellaneous Police Reports	1996	MSC Decommissioned Shop	97D
Utility Coordinating Committee	1997	MSC Decommissioned Shop	97D
Claim Vouchers - copies	Jan - June 1997	MSC Decommissioned Shop	97D
Claim Vouchers - copies	July - Dec 1997	MSC Decommissioned Shop	97D
Petty Cash	1997	MSC Decommissioned Shop	97D
Special Allocation	1995-1996	MSC Decommissioned Shop	97D
Travel Claims	Jan - June 1997	MSC Decommissioned Shop	97D
Travel Claims	July - Dec 1997	MSC Decommissioned Shop	97D
Curb, Gutter, Sidewalk	1994-1995	MSC Decommissioned Shop	97D
Leaf Removal	1994-1996	MSC Decommissioned Shop	97D
Slurry Seal	1997	MSC Decommissioned Shop	97D
Flood Watch	1996-1997	MSC Decommissioned Shop	97D
Water/Wastewater Inventory	1995-1997	MSC Decommissioned Shop	98A
Correspondence	12/1994-12/1995	MSC Decommissioned Shop	98A
Rates & Fees (Water/Sewer)	1982-1995	MSC Decommissioned Shop	98A
Self-Monitoring Reports	1997	MSC Decommissioned Shop	98A
Permit - copies	1997	MSC Decommissioned Shop	98A
Violations – Newspapers	1988-1992	MSC Decommissioned Shop	98A
Violations	Jan-June 1997	MSC Decommissioned Shop	98A
Violations	July-Dec 1997	MSC Decommissioned Shop	98A
Utility Coordinating Committee 1999	1999	MSC Server Room	99A
Site Plan & Architectural Review Committee	1999	MSC Server Room	99A
Storm Pumping Facilities Log	1991-98	MSC Server Room	99A
City Council Minutes copies	June-Dec 1999	MSC Server Room	99A
Claim Vouchers - copies	Jan-June 1999	MSC Server Room	99A
Claim Vouchers - copies	July-Dec 1999	MSC Server Room	99A
Travel Claims - copies	Jan-June 1999	MSC Server Room	99A
Travel Claims - copies	July-Dec 1999	MSC Server Room	99A

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Petty Cash - copies	1999	MSC Server Room	99A
Construction Water Billing	1998	MSC Server Room	99A
Operations Statements	1998	MSC Server Room	99A
Permits	1998	MSC Server Room	99A
Mission Uniform Service Uniform Contract	1995	MSC Server Room	99A
City Counci Agenda/Minutes - copies	Jan-June 2000	MSC Server Room	99B
City Counci Agenda/Minutes - copies	July-Dec 2000	MSC Server Room	99B
Site Plan & Architectural Review Comm	2000	MSC Server Room	99B
Utility Coordinating Committee	2000	MSC Server Room	99B
Claim Vouchers - copies	Jan-June 2000	MSC Server Room	99B
Claim Vouchers - copies	July-Dec 2000	MSC Server Room	99B
Construction Water Billing	1999	MSC Server Room	99B
Operations Statements	1999	MSC Server Room	99B
Petty Cash - copies	2000	MSC Server Room	99B
Special Allocations	1997-98	MSC Server Room	99B
Travel Claims - copies	Jan-June 2000	MSC Server Room	99B
Travel Claims - copies	July-Dec 2000	MSC Server Room	99B
Lane Line Contract	1999	MSC Server Room	99B
Confidential Claims - copies	1999	MSC Server Room	99C
Street Encroachment Violations	1998	MSC Server Room	99C
Slurry Seal Contract	1999	MSC Server Room	99C
Confidential Claims - copies	2000	MSC Server Room	2000A
Efficiency Committee	2000	MSC Server Room	2000A
Miscellaneous Police Reports	2000	MSC Server Room	2000A
Y2K Preparedness	2000	MSC Server Room	2000A
Construction Water Billing	2000	MSC Server Room	2000A
Operations Statements	2000	MSC Server Room	2000A
Petty Cash	2000	MSC Server Room	2000A
Special Allocations	1999-2000	MSC Server Room	2000A
Furniture & File Cabinets	1993-1996	MSC Server Room	2000B
Equipment-Time Clock	1996-1998	MSC Server Room	2000B
Parade of Lights	1996-1998	MSC Server Room	2000B
Administration-Calendars	1991-1996	MSC Server Room	2000B
Finance-Transfer of Charges	1993	MSC Server Room	2000B
Health & Safety-Hit & Run	1989-1992	MSC Server Room	2000B
Health & Safety-Hit & Run	1989-1992	MSC Server Room	2000B
Health & Safety-Safety Shirts	1981-1986	MSC Server Room	2000B
WWW-CWPCA. Address Roster	1991-1996	MSC Server Room	2000B
WWW-CWPCA Form Project	1991-1994	MSC Server Room	2000B
WWW-Break-ins	1988	MSC Server Room	2000B
WWW-Retired Water Conservation Officers	1996-1999	MSC Server Room	2000B
Health & Safety-Chemical Containers	1987-1993	MSC Server Room	2000C
Health & Safety -Back Braces	1991-94	MSC Server Room	2000C
Streets- Materials & Contracts - Slurry Seal	2000	MSC Server Room	2000C
Streets- Encroachment Violations	1999	MSC Server Room	2000C

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Street- Encroachments Violations	2000	MSC Server Room	2000C
Street-Correspondence	1994-1998	MSC Server Room	2000D
Street-Thin Overlay/Paving	1997/98	MSC Server Room	2000D
Street-Landscape Maintenance	1998/99	MSC Server Room	2000D
Street-Landscape Maintenance	1999/00	MSC Server Room	2000D
Street-Carnegie Forum	1989	MSC Server Room	2000D
Street-Tree City USA Certification	1992	MSC Server Room	2000D
Street-Legion/Lawrence Parks Tree Trimming	2000	MSC Server Room	2000D
Street-Urban Forester (Tree Operations Supervisor)	1991-1996	MSC Server Room	2000D
Personnel-M&O Compensation Study 1999	1999	MSC Server Room	2000F
Personnel-Tree Trimmer Job Analysis	1999	MSC Server Room	2000F
Street-Neighborhood Watch Signs	1999	MSC Server Room	2000F
Street-Abandoned Vehicles	1999	MSC Server Room	2000F
Street-Asphalt 1999-2000	1999-2000	MSC Server Room	2000F
Admin-Travel Claims - copies	Jan-June 2001	MSC Server Room	2001A
Admin-Travel Claims - copies	Jul-Dec 2001	MSC Server Room	2001A
Street-Leaf Removal	1997-1999	MSC Server Room	2001A
Street-Permits - copies	1999	MSC Server Room	2001A
Street-Traffic Signal Maintenance	2000	MSC Server Room	2001A
Street-Traffic Work Authorization - copies	2000	MSC Server Room	2001A
Street-Traffic Work Authorization - copies	2001	MSC Server Room	2001A
Admin-City Council Agenda Minutes - copies	Jan-June 2001	MSC Server Room	2001B
Admin-City Council Agenda Minutes - copies	July-Dec 2001	MSC Server Room	2001B
Admin-Finance Claim Vouchers - copies	Jan-June 2001	MSC Server Room	2001B
Admin-Finance Claim Vouchers - copies	July-Dec 2001	MSC Server Room	2001B
Admin-Finance-Construction Water	2000	MSC Server Room	2001B
Street-Asphalt-Materials and Contracts	2000	MSC Server Room	2001B
Street-Encroachments-Tree Permits	2000	MSC Server Room	2001B
Street-Encroachments-Permits	2000-01	MSC Server Room	2001B
Street-Traffic Signal Maintenance	2001	MSC Server Room	2001B
Admin-Misc. Police Reports - copies	2001-2002	MSC Server Room	2001C
Admin-City Council Agenda/Minutes - copies	July-Dec 2001	MSC Server Room	2001C
Admin Finance Claim Vouchers - copies	Jan-June 2001	MSC Server Room	2001C
Admin Finance Claim Vouchers - copies	July-Dec 2001	MSC Server Room	2001C
Street-Trees/Landscape-Trim, Grind, Tree Removal 2001	2001	MSC Server Room	2001C
Admin-Finance Claim Vouchers - copies	Jan-June 2002	MSC Server Room	2001D
Admin-Finance Claim Vouchers - copies	July-Dec 2002	MSC Server Room	2001D
Admin-Finance Travel Claims - copies	Jan-June 2002	MSC Server Room	2001D
Admin-Finance-Petty Cash - copies	2001	MSC Server Room	2001D
Admin-Finance Construction Water Billing	2001	MSC Server Room	2001D
Admin Finance-Operation Statements	2001	MSC Server Room	2001D
Admin - City Council Agenda Minutes - copies	Jan-June 2002	MSC Server Room	2001D
Admin-City Council Agenda Minutes - copies	July-Dec 2002	MSC Server Room	2001D
Admin-Parade of Lights 1999-2001	1999-2001	MSC Server Room	2001D
Admin Confidential Claims - copies	2001	MSC Server Room	2001D

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
A/P Finance-Ameripride Uniform Service - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Bay Alarm - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-California, State Of-Kettleman Ln Maint. - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-California Waste Removal Systems - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Camellia Valley - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Carrows/Grace Restaurant - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Carrows Restaurant (Restaurant Enterprise Group) - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Central Valley Waste Services - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Famillian Supply - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Ireland Landscape Maint Contract - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Kennedy Jenks - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Lyons Restaurant - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Omer's Purchase Orders - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Safety Kleen - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Simplex - Timeclock Maint - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Super Plumbing - Copies	2001 and prior	MSC Server Room	2001E
A/P Finance-Valley Industrial Services - Copies	2001 and prior	MSC Server Room	2001E
Street-Lane Line	2000	MSC Server Room	2001F
Street-Chip Seal	2000	MSC Server Room	2001F
Street-Slurry Seal	2001	MSC Server Room	2001F
Street-Encroachment Violations	2001	MSC Server Room	2001F
Street-Trees/Landscaping-North School Street Sycamore Tree Trin	2001	MSC Server Room	2001F
Street-Trees/Landscaping-Mistletoe/Sycamore Tree Trimming	2001	MSC Server Room	2001F
Health & Safety-Incident Reports	2000-2001	MSC Server Room	2001F
A/P Finance-Invoice Copies A-Z Thru 6/02	2002	MSC Server Room	2002A
A/P Finance-Ameripride Uniform - Copies	2002	MSC Server Room	2002A
A/P Finance-Lyons Restaurant - Copies	2002	MSC Server Room	2002A
A/P Finance-Network Paradigms 1/2000 - Copies	2000	MSC Server Room	2002A
A/P Finance-Pinpoint - Copies	2002	MSC Server Room	2002A
A/P Finance-P.E. O'hair - Copies	2002	MSC Server Room	2002A
A/P Finance-Radio Service Tags Thru 1999 - Copies	1999	MSC Server Room	2002A
A/P Finance-Redwing - Safety Boots - Copies	2002	MSC Server Room	2002A
A/P Finance-Valley Electric - Copies	2002	MSC Server Room	2002A
Confidential Claims - copies	2002	MSC Server Room	2002B
Confidential Claim - Auzalia Uz (105 Otta Drive) - copies	2002	MSC Server Room	2002B
Police Reports (Misc) copies	2002	MSC Server Room	2002B
Construction Water Billings	2002	MSC Server Room	2002B
Operation Statements	2002	MSC Server Room	2002B
Petty Cash - copies	2002	MSC Server Room	2002B
Travel Claims - copies	Jan - June 2002	MSC Server Room	2002B
Travel Claims - copies	July - Dec 2002	MSC Server Room	2002B
Slurry Seal	2002	MSC Server Room	2002B
Encroachment Permits - copies	2002	MSC Server Room	2002B
Lane Line	2002	MSC Server Room	2002B

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Traffic Signal Maintenance	2002	MSC Server Room	2002B
Traffic Work Authorizations	2002	MSC Server Room	2002B
Groundwater Banking Authority Information	2002	MSC Server Room	2002B
Encroachment Violations	2002	MSC Server Room	2002C
Maintenance Superintendents Association Conference	2002	MSC Server Room	2002C
Safety Traffic Signage	2001	MSC Server Room	2002C
Landscape Maintenance Specs	2002	MSC Server Room	2002C
Hutchins Street Median Landscape/Irrigation	2002	MSC Server Room	2002C
Asphalt	2001-2002	MSC Server Room	2002C
Misc Invoice Copies A-Z - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
Alpine Controls Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
Alamo Alarm Co Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
California Waste Removal Systems Invoices - Copies	Jan - Feb 2001	MSC Server Room	2003A
Central Valley Waste Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
Delta Wireless Service Tags / Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
Joe Hassan Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
Popuch Concrete Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
Unifirst Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
United Rental Invoices - Copies	Jul 2002 - June 2003	MSC Server Room	2003A
City Council Agenda/Mins - copies	Jan - June 2003	MSC Server Room	2003B
City Council Agenda/Mins - copies	July - Dec 2003	MSC Server Room	2003B
Claim Vouchers - copies	Jan - June 2003	MSC Server Room	2003B
Claim Vouchers - copies	July - Dec 2003	MSC Server Room	2003B
Construction Water Billings	2003	MSC Server Room	2003B
Operation Statements	2003	MSC Server Room	2003B
Petty Cash - copies	2003	MSC Server Room	2003B
Travel Claims - copies	Jan - June 2003	MSC Server Room	2003B
Travel Claims - copies	July - Dec 2003	MSC Server Room	2003B
Asphalt	2002-2003	MSC Server Room	2003C
Slurry Seal	2003	MSC Server Room	2003C
Traffic Signal Maintenance	2003	MSC Server Room	2003C
Traffic Work Authorizations	2003	MSC Server Room	2003C
Landscape Maintenance	2003	MSC Server Room	2003C
Incident Reports	2002-2003	MSC Server Room	2003C
Correspondence - General Personnel	1996-1999	MSC Server Room	2003C
Confidential Claims - copies	2003	MSC Server Room	2003D
Encroachment Permits - copies	2003	MSC Server Room	2003D
Encroachment Violations	Jan - June 2003	MSC Server Room	2003D
Encroachment Violations	July - Dec 2003	MSC Server Room	2003D
Curb, Gutter & Sidewalk Correspondence	1998-2003	MSC Server Room	2003D
Subdivision Improvements	1995-2003	MSC Server Room	2003D
Lane Line	2003	MSC Server Room	2003D
City Council Agenda/Minutes - copies	Jan - June 2004	MSC Server Room	2004A
City Council Agenda/Minutes - copies	July - Dec 2004	MSC Server Room	2004A

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Police Reports (Misc) - copies	2003-2004	MSC Server Room	2004A
Claim Vouchers - copies	Jan - June 2004	MSC Server Room	2004A
Claim Vouchers - copies	July - Dec 2004	MSC Server Room	2004A
Construction Water Billings	2004	MSC Server Room	2004A
Operation Statements	2004	MSC Server Room	2004A
Petty Cash	2004	MSC Server Room	2004A
Travel Claims - copies	Jan - June 2004	MSC Server Room	2004A
Travel Claims - copies	July - Dec 2004	MSC Server Room	2004A
Encroachment Permits - copies	2004	MSC Server Room	2004B
Asphalt	2003-2004	MSC Server Room	2004B
Cape Seal	2004	MSC Server Room	2004B
Sidewalk Repair Program & Misc. Concrete Work	2003-2004	MSC Server Room	2004B
Traffic Signal Maintenance	2004	MSC Server Room	2004B
Traffic Work Authorizations	2004	MSC Server Room	2004B
Confidential Claims - copies	2004	MSC Server Room	2004C
Utility Coordination Committee	2001-2003	MSC Server Room	2004C
Utility Coordination Committee	2003-2004	MSC Server Room	2004C
Asphalt	2004-2005	MSC Server Room	2004C
Slurry Seal	2004	MSC Server Room	2004C
Encroachment Violations	Jan - June 2004	MSC Server Room	2004C
Encroachment Violations	July - Dec 2004	MSC Server Room	2004C
City Council Agenda/Minutes - copies	Jan - June 2005	MSC Server Room	2005A
City Council Agenda/Minutes - copies	July - Dec 2005	MSC Server Room	2005A
Police Reports (Miscellaneous) - copies	2005	MSC Server Room	2005A
Claim Vouchers - copies	Jan - June 2005	MSC Server Room	2005A
Claim Vouchers - copies	July - Dec 2005	MSC Server Room	2005A
Landscape Maintenance	2004	MSC Server Room	2005A
Landscape Maintenance (Lwr Sacto Rd & Adjacent Non-Turf)	2005	MSC Server Room	2005B
Landscape Maintenance (Turf and Miscellaneous)	2005	MSC Server Room	2005B
Landscape Maintenance (Cherokee Lane & Adjacent Non-Turf)	2005	MSC Server Room	2005B
Sidewalk Repair Program & Miscellaneous Concrete Work	2004-2005	MSC Server Room	2005B
Confidential Claims - copies	2005	MSC Server Room	2005C
Operation Statements	2005	MSC Server Room	2005C
Petty Cash - copies	2005	MSC Server Room	2005C
Travel Claims - copies	Jan - June 2005	MSC Server Room	2005C
Travel Claims - copies	July - Dec 2005	MSC Server Room	2005C
Tree Removal, Trim & Grind	2002-2005	MSC Server Room	2005C
Encroachment Permits - copies	2005	MSC Server Room	2005C
Encroachment Violations	Jan - June 2005	MSC Server Room	2005C
Encroachment Violations	July - Dec 2005	MSC Server Room	2005C
Safety Training Verification - Water/Wastewater	1998 - 2004	MSC Server Room	2005D
Adopt-A-Street Applications	1994 - 2000	MSC Server Room	2005D
Adopt-A-Street Established Areas	1994 - 2000	MSC Server Room	2005D
Adopt-A-Street	1994 - 2000	MSC Server Room	2005D
Adopt-A-Street Waiting List/Applications	1994 - 2000	MSC Server Room	2005D

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
Safety Training Verification - Street	1998 - 2000	MSC Server Room	2005D
Asphalt	2005 - 2006	MSC Server Room	2005D
Sidewalk Repair Program & Misc Concrete Work	2005 - 2006	MSC Server Room	2005D
Construction Water Billing 2005	2005	MSC Server Room	2005E
Landscape Maintenance 2005 (Revised)	2005	MSC Server Room	2005E
Lodi Consolidated Landscape Assessment Dist 2003-1 2005	2005	MSC Server Room	2005E
Lane Line 2005	2005	MSC Server Room	2005E
Traffic Signal Maintenance 2005	2005	MSC Server Room	2005E
City Council Agenda/Minutes - copies	Jan - June 2006	MSC Server Room	2006A
City Council Agenda/Minutes - copies	July - Dec 2006	MSC Server Room	2006A
Misc. Police Reports - copies	2006	MSC Server Room	2006A
Claim Vouchers - copies	Jan - June 2006	MSC Server Room	2006A
Claim Vouchers - copies	July - Dec 2006	MSC Server Room	2006A
Construction Water Billing	2006	MSC Server Room	2006A
Operation Statement	2006	MSC Server Room	2006A
Petty Cash - copies	2006	MSC Server Room	2006B
Travel Claims - copies	Jan - June 2006	MSC Server Room	2006B
Travel Claims - copies	July - Dec 2006	MSC Server Room	2006B
Encroachment Permits - copies	2006	MSC Server Room	2006B
Encroachment Violations	Jan - June 2006	MSC Server Room	2006B
Encroachment Violations	July - Dec 2006	MSC Server Room	2006B
Traffic Work Authorizations	2006	MSC Server Room	2006B
Lodi Consolidated Landscape Assessment District 2003-1	2005 - 2006	MSC Server Room	2006B
Tree Trimming	2006	MSC Server Room	2006B
City Council Agendas/Minutes - copies	Jan - June 2007	MSC Server Room	2007A
City Council Agendas/Minutes - copies	July - Dec 2007	MSC Server Room	2007A
Claim Vouchers - copies	Jan - June 2007	MSC Server Room	2007A
Claim Vouchers - copies	July - Dec 2007	MSC Server Room	2007A
Claims & Travel Claims Log	2002 - 2004	MSC Server Room	2007A
Construction Water Billing	2007	MSC Server Room	2007A
Operation Statement	2007	MSC Server Room	2007A
Petty Cash - copies	2007	MSC Server Room	2007A
Travel Claims - copies	Jan - June 2007	MSC Server Room	2007A
Travel Claims - copies	July - Dec 2007	MSC Server Room	2007A
Restroom/Locker Room Expansion	2005	MSC Server Room	2007B
Thin Overlay Paving	1999 - 2001	MSC Server Room	2007B
Thin Overlay Paving	2001 - 2002	MSC Server Room	2007B
Illegal Dumping	2004 - 2007	MSC Server Room	2007B
Encroachment Permits - copies	2007	MSC Server Room	2007B
Encroachment Violations	Jan - June 2007	MSC Server Room	2007B
Encroachment Violations	July - Dec 2007	MSC Server Room	2007B
"El Nino" Flood Watch	1997 - 1998	MSC Server Room	2008A
Radio Maintenance	2000	MSC Server Room	2008A
Community Action Team	2001	MSC Server Room	2008A
Correspondence (WWW)	1996 - 2004	MSC Server Room	2008A

Record Series Title (Same as retention schedule)	Dates of Records (from and to)	Storage Location	Box No.
MSA Conference	2002	MSC Server Room	2008A
MSA Minutes&Correspondence	1991 - 2008	MSC Server Room	2008A
MSA Membership	1997 - 2009	MSC Server Room	2008A
Uniforms (City Hall PW File)	1994 - 2002	MSC Server Room	2008B
Uniforms	1992 - 2003	MSC Server Room	2008B
Uniforms	2003 - 2004	MSC Server Room	2008B
Delta Wireless and Lagorio	1998 - 2001	MSC Server Room	2008B
Budget Docs	1997 - 2007	MSC Server Room	2008B
Alternative Work Programs/Sources	1996 - 2007	MSC Server Room	2008C
Standby Generators	1991 - 2007	MSC Server Room	2008C
Cape Seal	2006 - 2007	MSC Server Room	2008C
Landscape Maintenance -Group B	2006 - 2007	MSC Server Room	2008C
Lodi Consolidated Landscape Assessment District 2003-1	2007-2008	MSC Server Room	2008C
Traffic Work Authorizations	2007	MSC Server Room	2008C
City Council Agenda/Minutes - copies	Jan - June 2008	MSC Server Room	2008E
City Council Agenda/Minutes - copies	July - Dec 2008	MSC Server Room	2008E
Claim Vouchers - copies	Jan - June 2008	MSC Server Room	2008E
Claim Vouchers - copies	July - Dec 2008	MSC Server Room	2008E
Operation Statements	2008	MSC Server Room	2008E
Petty Cash - copies	2008	MSC Server Room	2008E
Travel Claims - copies	Jan - June 2008	MSC Server Room	2008E
Travel Claims - copies	July - Dec 2008	MSC Server Room	2008E

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: Administration	Date: 1/14/12	Total No. of Pages:	Proposed Destruction Date: TBD
Division: City Attorney	Prepared By: Peggy Nicolini	Signature:	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To) Date files closed**	**Storage Location**	**Box No.**
Massage Parlor Violations	1999-2004	City Hall Vault	
Misc. Correspondence	1950-1980	City Hall Vault	
Litigation Cases	2006-2009	City Hall Vault	
Pitchess Motions	2008-2009	City Hall Vault	
Misc. Code Enforcement/Public Nuisance Issues	2009	City Hall Vault	

Department Head: _____ Date: Feb 6, 2011

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: Feb 6, 2011

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.*

ARCHIVE LOG CITY ATTORNEY'S OFFICE LITIGATION FILES DESTRUCTION LOG						2012
Case Name	**Case #**	**Date Closed**	**Date Eligible for Destruction**	**Scheduled Destruction**	**Council Approval Date**	**Picked Up By Shredding Co.**
Beams v. Col	Claim/Resolved	12/1709	12/17/11	Jan 2012		
CCTC v. Col		1999	02/15/12	Jan 2012		
Conrado v. Col	CV027055	08/04/07	08/04/09	Jan 2012		
Faught v. Col	PR76891	05/04/06	05/04/08	Jan 2012		
Garza v. Col	CV026299	05/04/09	05/04/11	Jan 2012		
LADWP, Armenta v. James Jones Co.	BC173487	2009	2011	Jan 2012		
Nava v. Col	39-2009-00211306-CU-PO-STK	08/24/09	08/24/11	Jan 2012		
Rosendo Perez v. Col	39-2009-00205230-CU-DF-STK	11/02/09	11/02/11	Jan 2012		
Sciarini v. Col	CV034596	06/05/08	06/05/11	Jan. 2012		
Tecklenberg				Jan. 2012		
Wren v. Col		09/30/08	09/30/10	Jan. 2012		

ARCHIVE LOG CITY ATTORNEY'S OFFICE MISCELLANEOUS FILES DESTRUCTION LOG						2012
Case Name	**Case #**	**Date Closed**	**Date Eligible for Destruction**	**Scheduled Destruction**	**Council Approval Date**	**Picked Up By Shredding Co.**
BANKRUPTCY:						
SMALL CLAIMS						
PITCHESS MOTIONS						
Stach		May 2009	May 2011	Jan 2012		
CLAIMS						
MISC. SUBJECT FILES						
Massage Parlor Violations 1999-2004		2004	2006	2012		
Estate of Virginia Newcomb		2007	2009	2012		
Matthew McGladdery Public Nuisance Complaint		10/26/09	10/26/11	2012		
Misc. Code Enforcement Letters		2009	2011	2012		
Misc. City Attorney Correspondence files 1950's-1980's; 1996				2012		

ARCHIVE LOG CITY ATTORNEY'S OFFICE LITIGATION FILES DESTRUCTION LOG						2011
Case Name	**Case #**	**Date Closed**	**Date Eligible for Destruction**	**Scheduled Destruction**	**Council Approval Date**	**Picked Up By Shredding Co.**
AT&T (Pacific Bell) v. Col	CV028523	12.01/08	12/01/10	Jan. 2011		
Banks v. Col	CV032025		2010	Jan. 2011		
Estate of Dalton v. Col		09/08	09/10	Jan. 2011		
Guptill v. Col	CV029725	04/2008	04/2010	Jan. 2011		
Linder v. Yeralis	CV(033992	08/01/08	08/01/10	Jan. 2011		
Rodriguez v. Col	39-2008-00189319-PR-CM-STK	09/08/08	09/08/10	Jan. 2011		
Stockton Service Station v. Col	SV250349	04/10/08	04/10/10	Jan. 2011		
Voytek v. Col	CV033857	07/02/08	07/02/10	Jan. 2011		

ARCHIVE LOG CITY ATTORNEY'S OFFICE MISCELLANEOUS FILES DESTRUCTION LOG						2011
Case Name	**Case #**	**Date Closed**	**Date Eligible for Destruction**	**Scheduled Destruction**	**Council Approval Date**	**Picked Up By Shredding Co.**
BANKRUPTCY:						
SMALL CLAIMS						
PITCHESS MOTIONS						
Club		6/23/09	6/23/11	January 2011		
Antonio G.		02/20/09	02/20/11	January 2011		
Rowland		9/26/08	9/26/10	January 2011		
Perez		12/17/08	12/17/10	January 2011		
CLAIMS						
MISC. SUBJECT FILES						

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:** 1/31/2012	**Total No. of Pages:** Unknown	**Proposed Destruction Date:** 3/31/2012
Division: Elections and Operations	**Prepared By:** Randi Johl	**Signature:**	
Record Series Title (Same as Retention Schedule)	**Dates of Records (From and To)**	**Storage Location**	**Box No.**
OPERATIONS:			
City Clerk/City Council Calendars *(GC 34090 et seq. – 2 years)*	2009 and prior	All records listed are currently stored in the City Clerk's Office and/or vaults.	Not Applicable
City Clerk/City Council Travel *(GC 34090 et seq. – 2 years)*	2009 and prior		
City Clerk/City Council Departmental Budget Copies *(GC 34090 et seq. – Supersede)*	2010 and prior		
City Clerk/City Council General Correspondence *(GC 34090 et seq. – 2 years)*	2009 and prior		
City Council Regular / Special Meeting Packets (Available in e-Records) *(GC 34090 et seq. – 2 years)*	2009 and prior		
Shirtsleeve Session Meeting Packets (Available in e-Records) *(GC 34090 et seq. – 2 years)*	2009 and prior		
Regular/Special/Shirtsleeve Session Meeting Tapes Audio/Video *(GC 34090.7 – Current + 3 months)*	2010 and prior		
Hardcopy Closed Session Minutes *(GC 34090, 34090.5) (All Closed Session Minutes Kept Electronically)*	2009 and prior		
Board, Committee, Commission Applications and Correspondence – Selected *(GC 34090, 40801 – Term + 5 years) (Previous Office Holders Only)*	2006 and prior		
Board, Committee, Commission Applications and Correspondence – Not Selected *(GC 34090 – Close + 2 years)*	2009 and prior		
Legal Advertising/Proof of Publications *(CCP 343, 349 et seq., GC 911.2, 34090 – 4 years)*	2007 and prior		
Petitions to Legislative Body *(GC 6253, 50115 – Current + 1 year)*	2010 and prior		
Public Hearing Notices	2009 and prior		

Attachment A – Form 4 (Authority to Destroy Records)

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

(GC 34090 – 2 years)			
Public Records Act Requests *(GC 34090 – 2 years)*	2009 and prior		
Protests from City Council Public Hearings – Water / Wastewater / Electric Utility Rates *(GC 34090 – 2 years)*	2009 and prior		
Protests from City Council Public Hearings – All Other *(GC 34090 – 2 years)*	2009 and prior		
Weed Abatement Files *(GC 34090 – Closed + 2 years)*	2009 and prior		
ELECTIONS/FPPC:			
Election Calendars *(GC 34090 et seq. – Election + 2 years)*	2008 and prior		
Certificates of Election *(GC 81009 – Term + 4 years) (Previous Office Holders Only)*	2006 and prior		
Campaign Disclosure Statements, General Purpose Committees *(GC 81009 – Election + 7 years)*	2002 and prior		
Campaign Disclosure Statements, Non-Elected *(GC 81009 – Election + 5 years)*	2004 and prior		
Statements of Economic Interest – Administration/Employees *(FPPC Opinions – Current + 5 years)*	2005 and prior		
Statements of Economic Interest – Elected *(GC 81009 – Term + 7 years) (Previous Office Holders Only)*	2002 and prior		
Statements of Economic Interest – Non-Elected *(GC.81009 – Election + 5 years)*	2004 and prior		
Candidate Statements *(GC 81009 – Election + 4 years)*	2006 and prior		
Nomination Papers – Elected *(EC 17100, GC 81009 – Election + 4 years)*	2006 and prior		
Nomination Papers – Non-Elected *(EC 17100, GC 81009 – Election + 2 years)*	2008 and prior		
Notices and Publications *(GC 34090 – Election + 2 years)*	2008 and prior		
Oaths of Office *(GC 34090, 29 USC 113 – Term + 6 years)*	2004 and prior		
Petitions – Initiatives, Recalls, Referendums *(EC 14700, 17200, 17400, GC 7253.5 3756.8 – Election + 8 months)*	2009 and prior		

Department Head: _____ Date: 2/23/12

City Clerk: _____ Date: _____

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

*City Attorney: _____ Date: 2/23/12

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.*

AGENDA ITEM **C-14**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for March 21, 2012, to Consider Adopting Resolution Certifying Mitigated Negative Declaration as Adequate Environmental Documentation for the Hutchins Street Reconstruction Project

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for March 21, 2012, to consider adopting resolution certifying Mitigated Negative Declaration as adequate environmental documentation for the Hutchins Street reconstruction project.

BACKGROUND INFORMATION: The proposed Hutchins Street project will reconstruct and widen Hutchins Street from Lodi Avenue to Pine Street with asphalt concrete pavement, new sidewalks and handicap ramps.

The existing pavement is in poor condition and the street width varies from block to block. Staff has completed the acquisition of all the necessary street easements to create a uniform width and to add a longer southbound left turn lane at Lodi Avenue. The final improvements will improve ADA access, pedestrian safety, and traffic flow in the project area, especially near Hutchins Street Square. Bulb-outs are proposed to be installed in multiple locations to shorten the crosswalk distance and street lighting will be enhanced.

In accordance with the California Environmental Quality Act and the CEQA Guidelines, the City, as the lead agency, prepared an Initial Study and Mitigated Negative Declaration (attached) and published a Notice of Availability (NOA) announcing that the Hutchins Street Reconstruction Project Draft Mitigated Negative Declaration had been prepared and is available to the public for review. The NOA was submitted to the State Clearinghouse, distributed to local agencies, sent to interested persons, posted with the County Clerk's office, mailed to all property owners of record within a 300-foot radius of the project site, and published in the *Lodi News Sentinel*. The 30-day window for persons to review and comment on the draft Mitigated Negative Declaration commenced on Wednesday, October 12, 2011, and concluded on Friday, November 11, 2011. During the public review period, three comments were received on the proposed Mitigated Negative Declaration: State Clearing House; Regional Water Quality Control Board, Region 5 (Sacramento); and San Joaquin County Council of Governments (SJCOG).

The comment received from the State Clearinghouse acknowledges the City complied with the State Clearinghouse review requirements for draft environmental documents pursuant to the California Environmental Quality Act. The Regional Water Quality Control Board, Region 5 (Sacramento) notes that the project will require the City to obtain a Construction Storm Water General Permit from the State. These types of permits are required for projects involving one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturb one or more acres. The comment received from SJCOG notes that the City is signatory to the County habitat

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APPROVED: _____
Konradt Bartlam, City Manager

conservation plan and must arrange with SJCOG for an onsite biological survey prior to issuance of the first building permit for site disturbance, which is a standard requirement for projects of this type.

In preparing the Mitigated Negative Declaration, staff independently reviewed, evaluated, and exercised judgment over the project and the project's environmental impacts. The Draft Final Mitigated Negative Declaration identifies the areas where the project may have a potential effect on the environment. Based on the analysis presented in the Tiered Initial Study/Mitigated Negative Declaration, it was determined that this project would not result in any significant impacts that cannot be mitigated to less than significant levels or are not sufficiently addressed by the General Plan 2010 and General Plan Environmental Impact Report 2010. City staff has determined that the incorporation of mitigation measures and project design and/or compliance with appropriate regulations and standards would reduce environmental impacts to a less than significant level.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

Draft
Mitigated Negative Declaration /Initial Study

For

HUTCHINS STREET RECONSTRUCTION PROJECT

October 2011

Prepared by:
City of Lodi
Community Development Department • Planning Division
City Hall, 221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
(209)333-6711
(209)333-6842 (Fax)
www.lodi.gov

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This document is divided into the following sections:

1.0 INTRODUCTION
This section provides an introduction and describes the purpose and organization of this document.

2.0 PROJECT DESCRIPTION
This section provides a detailed description of the proposed project and any alternatives considered.

3.0 ENVIRONMENTAL DETERMINATION
This section provides a summary of environmental factors that would be would be potentially affected by this project as indicated by the checklist on the following pages.

4.0 INITIAL STUDY CHECKLIST
This section describes the environmental setting for each of the environmental subject areas, evaluates a range of impacts classified as "no impact", "less than significant impact", "less than significant with mitigation incorporated", or "potentially significant" in response to the environmental checklist, and provides mitigation measures, where appropriate, to mitigate potentially significant impacts to a less than significant level; and provides an environmental determination of the project.

5.0 REFERENCES

This section provides a list of documents used to prepare this Mitigated Negative Declaration.

6.0 TECHNICAL STUDY

Site specific technical study carried out by Quadriga Landscape Architecture and Planning, Inc., dated September 19, 2011.

Section 1

1.1 - INTRODUCTION AND REGULATORY GUIDANCE

The document is an Initial Study (IS) with supporting environmental studies, which provides justification for a Negative Declaration (ND) pursuant to the California Environmental Quality Act (CEQA) for the City of Lodi Hutchins Street Reconstruction project (Project) in the City of Lodi. The IS/ND is a public document to be used by the City of Lodi (City) acting as lead agency, to determine whether the project may have a significant effect on the environment pursuant to CEQA.

If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment that cannot be mitigated, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to prepare an Environmental Impact Report (EIR), use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze the project at hand.

If the agency finds no substantial evidence that the project or any of its aspects may cause a significant impact on the environment with mitigation, an MND shall be prepared with a written statement describing the reasons why the proposed project would not have a significant effect on the environment, and therefore, why it does not require the preparation of an EIR (State CEQA Guidelines Section 15371). According to State CEQA Guidelines Section 15070, a Negative Declaration (ND) or MND shall be prepared for a project subject to CEQA when either:

a) The IS shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or
b) The IS identifies potentially significant effects, but:
    1) Revisions in the project plans or proposals made by, or agreed to by the applicant before the proposed MND and IS are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
    2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

This IS/MND has been prepared in accordance with the CEQA, Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Title 14 California Code of Regulations (CCR) Section 15000 et seq.

1.2 - LEAD AGENCY

The lead agency is the public agency with primary responsibility over a proposed project. Where two or more public agencies will be involved with a project, CEQA Guidelines Section 15051 provides criteria for identifying the lead agency. In

accordance with CEQA Guidelines Section 15051(b)(1), "The lead agency will normally be the agency with general governmental powers rather than an agency with a single or limited purpose." In addition, Section 15051(c) states "where more than one public agency equally meet the criteria in subdivision (b), the agency which will act first on the project in question shall be the lead agency". The City Public Works Department has initiated preliminary design of the project. The Project lies within the City limits of the City of Lodi and requires approval from the City of Lodi City Council. Therefore, based on the criteria described above, the lead agency for the proposed project is the City of Lodi, Public Works Department.

1.3 - PURPOSE AND DOCUMENT ORGANIZATION

The purpose of this Initial Study and proposed Negative Declaration (IS/ND) is to identify the potential environmental impacts and mitigation measures associated with the proposed Hutchins Street Reconstruction, which seeks to reach a consensus of the most appropriate roadway improvements to be implemented in the Harney Lane corridor to accommodate anticipated growth and traffic volume increases and establish the necessary right of way needed to be acquired, reserved and/or dedicated in order to accommodate the roadway improvements. Pursuant to Section 15367 of the CEQA Guidelines, the City is the Lead Agency in the preparation of this IS/ND, and any additional environmental documentation required for the project. The intended use of this document is to provide information to support conclusions regarding the potential environmental impacts of the project. The IS/ND provides the basis for input from public agencies, organizations, and interested members of the public.

The proposed Mitigated Negative Declaration tiers of the City of Lodi General Plan 2010 and General Plan EIR 2010 (SCH#2009022075), which serve as the project's program level EIR. The proposed Hutchins Street Reconstruction project involves minor widening of the street to improve traffic safety and traffic flow; installation of new sidewalk, wheelchair ramps and driveways in compliance with the American with Disabilities Act requirements; and installation of energy efficient street lights. The project occurs in an urbanized area part of the City and the majority of the work will be done within the existing right-of-way. Having been so included, all General Plan level environmental effects were of necessity, and therein addressed. As a tiered document, the Initial Study/Negative Declaration for the project relies, in part, on the General Plan 2010 and General Plan EIR 2009, for:

1) A discussion of general background and setting information for environmental topic areas;
2) Overall growth-related issues, land uses, level of service related to traffic;
3) Issues that were evaluated in sufficient detail in the 2010 General Plan EIR, for which there are no significant new information or changes in circumstances that would require further analysis; and
4) Analysis of long-term cumulative impacts.

This Tiered Initial Study/Negative Declaration analyzes the potential site-specific and localized impacts of the Project. As the analysis demonstrates, there are no new significant impacts identified due to the project since no physical improvements or construction activities are proposed by the project itself at this time. Because there are no new significant impacts identified, there are no new alternatives to the project that need be examined and, therefore, the previous analysis is sufficient. Additionally, because there are no new significant impacts identified, the cumulative impacts remain the same. Thus, the information contained in this subsequent Negative Declaration is sufficient to meet the requirements of CEQA Guidelines Section 15163.

1.4 - INCORPORATION BY REFERENCE

The references outlined below were utilized during preparation of this Initial Study/Negative Declaration. The documents are available for review at the **City of Lodi, Community Development Department, located at 221 West Pine Street, California 95240.**

- City of Lodi General Plan 2010. State law requires every city and county to adopt a comprehensive, long-term general plan for the physical development of that city and county. The City of Lodi *General Plan*, adopted April 2010, contains goals, policies, and programs which are intended to guide land use and development decisions for the next twenty years. The *General Plan* consists of eight elements, or chapters, which together fulfill the requirements for a general plan. The *General Plan* chapter include the Land Use; Growth Management and Infrastructure; Community Design and Livability; Transportation; Parks, Recreation and Open Space; Conservation; Safety, and Noise Elements.

- City of Lodi General Plan Final Environmental Impact Report, February 200. The City of Lodi General Plan, *Final Environmental Impact Report (General Plan FEIR), SCH2009022075*, is intended to provide information to public agencies and the general public regarding the potential environmental impacts related to implementation of the City of Lodi General Plan. The purpose of the EIR is "to identify the significant effects of a project on the environment, to identify alternatives to the project and to indicate the manner in which significant impacts can be mitigated or avoided."

- City of Lodi General Plan Draft Environmental Impact Report, November 2010. The City of Lodi, *Pubic Review Draft General Plan Environmental Impact Report, SCH2009022075*, is a first-tier evaluation of the environmental effects associated with the adoption of the updated City of Lodi General Plan.

- City of Lodi Municipal Code. The City of Lodi *Zoning Code* is contained in Chapter 17 of the Lodi Municipal Code (LMC) and represents the minimum requirement for the promotion of public safety, health, convenience, comfort, prosperity or general welfare.

Section 2

2.1 - PROJECT BACKGROUND

The City of Lodi adopted its current General Plan in April of 2010. The General Plan is the City's vision for how to accommodate anticipated growth within the next 20 to 30 years. As part of the General Plan, the City reviews the forecasted traffic volumes based on the anticipated growth of the city. The number of lanes for each of the roads in the network is determined from these forecasts. A minimum Level of Service (LOS) "E" is maintained throughout the City. Chapter 5 of the General Plan designates Hutchins Street from Lodi Avenue to Pine Street as a minor arterial. This stretch of Hutchins Street is need of repair and major upgrade. Most of the work will be done within existing right-of-way. The proposed work will not increase traffic capacities or volumes on the street. The proposed project is intended to improve the surface quality of the roadway and enhance safety for both vehicles and pedestrians.

2.2 - PROJECT LOCATION

The City of Lodi is a town located in the northern portion of San Joaquin County, California with an estimated population of 63,000 residents. Incorporated in 1906, the City has grown from its origin as a stop along the Union Pacific Railway to a mix of manufacturing, light industrial, residential and agricultural. It is bordered on the north by the Mokelumne River and Central California Traction Railroad on the east. Currently, Harney Lane defines the City limit on the south. (Exhibit 1)

The project limits are located on Hutchins Street, between Lodi Avenue to the south and Pine Street to the north, within the incorporated City Limits. Hutchins Street is centrally located within the City limits. It's a north-south bound minor arterial street. Commercial and residential parcels abut the Hutchins Street. Many of the businesses are in older commercial buildings or in converted residences. Most of the residential properties along Hutchins Street are older residential neighborhoods that contain a mix of single family and multi-family dwellings. Harney Lane forms the south end of the City limits and Hutchins Street turns into West Lane in the San Joaquin County jurisdiction.

2.3 - PROJECT PURPOSE AND OBJECTIVES

The purpose of the Hutchins Street Reconstruction Project, is to improve safety and traffic flow, improve the surface quality of the roadway and enhance safety for both vehicles and pedestrians. When the project is complete, better and safer access will be available to the homes and businesses in the area, as well as to Hutchins Street Square, Lodi's community center, which is located between Walnut Street and Oak Street.

2.4 - PROJECT DESCRIPTION

The City of Lodi (City) proposes to reconstruct a 0.3-mile-long section of Hutchins Street from Lodi Avenue to Pine Street. Hutchins Street is a two-lane street in the central part of the City, and it passes by the City's Hutchins Street Square community center. Hutchins Street is narrow in places and has abrupt pavement

transitions; furthermore, the existing pavement has extensive cracks and is past its service life. The purpose of the proposed project is to repair areas of failed or damaged pavement, to extend the service life of Hutchins Street, and to add safety elements that would benefit both motorists and pedestrians. The scope of work for the proposed project includes:

Street modification: The portion of Hutchins Street from Lodi Avenue to Oak Street would be slightly widened without adding new through lanes. The widening would accommodate a new two-way left turn lane between Lodi Avenue and Walnut Street, and a new one-way left-turn lane for traffic turning from northbound Hutchins Street to Walnut Street, and new diagonal parking spaces. Roadside "bulb-outs" would also be built at several locations to calm traffic by reducing vehicle speed and to improve pedestrian safety by shortening crosswalk lengths. Bulb-outs would be located on Hutchins Street at the intersections with Walnut Street and Oak Street.

Street light improvement and relocation: Some of the existing street lights along Hutchins Street would need to be moved to accommodate planned street improvements. All street lights within project limits would be upgraded to new energy-efficient lights in a style that matches the existing pedestal-type lights.

Tree removal: Seventeen City-owned trees would need to be removed to accommodate planned street improvements: nine (9) palm trees, four (4) crape myrtles, and five (5) Chinese pistaches. None of the existing landscaping in front of Hutchins Street Square would be affected. Removal of existing street trees would be offset by replacement tree plantings at DeBenedetti and Roget Parks in Lodi (Both parks are currently under development).

Driveway re-construction: Four (4) residential driveways and two (2) business driveways would be temporarily closed and rebuilt during project construction. The closure period would be kept as short as possible tominimize impacts. The affected businesses have alternate access via neighboring streets (other than Hutchins Street), and affected homes have alternate vehicle access via a rear alley.

Americans with Disabilities Act (ADA) compliance: New and existing sidewalks and wheelchair ramps and existing driveways would be modified to be in compliance with current ADA regulations.

Parking modification: Existing street-side parking on the east side of Hutchins Street between Walnut Street and Oak Street would be converted from parallel to diagonal parking spaces. This change would result in a net gain of one (1) parking space (from 12 to 13 spaces). Existing diagonal parking on the west side of Hutchins Street in front of Hutchins Street Square would remain.

Drainage work: Excavation to a maximum depth of five (5) feet would be required for construction of storm drain catch basins and laterals. The existing pavement surface on Hutchins Street would need to be ground down to prepare it for new pavement overlay. Existing white and yellow painted roadway striping and

markings would be removed along with pavement grindings. The reconstructed Hutchins Street would be overlaid with new asphalt concrete, and roadway striping and markings would be replaced.

All construction work would be done on paved and previously-disturbed areas within existing City right of way. Full closure of Hutchins Street within project limits would be required to facilitate construction. During this time, traffic would be temporarily detoured to nearby local streets. Detours would be in effect for two to three weeks and would be implemented in stages to minimize impacts on nearby properties. There would be no change in property access when the project is completed.

Exhibit 1: Regional Map

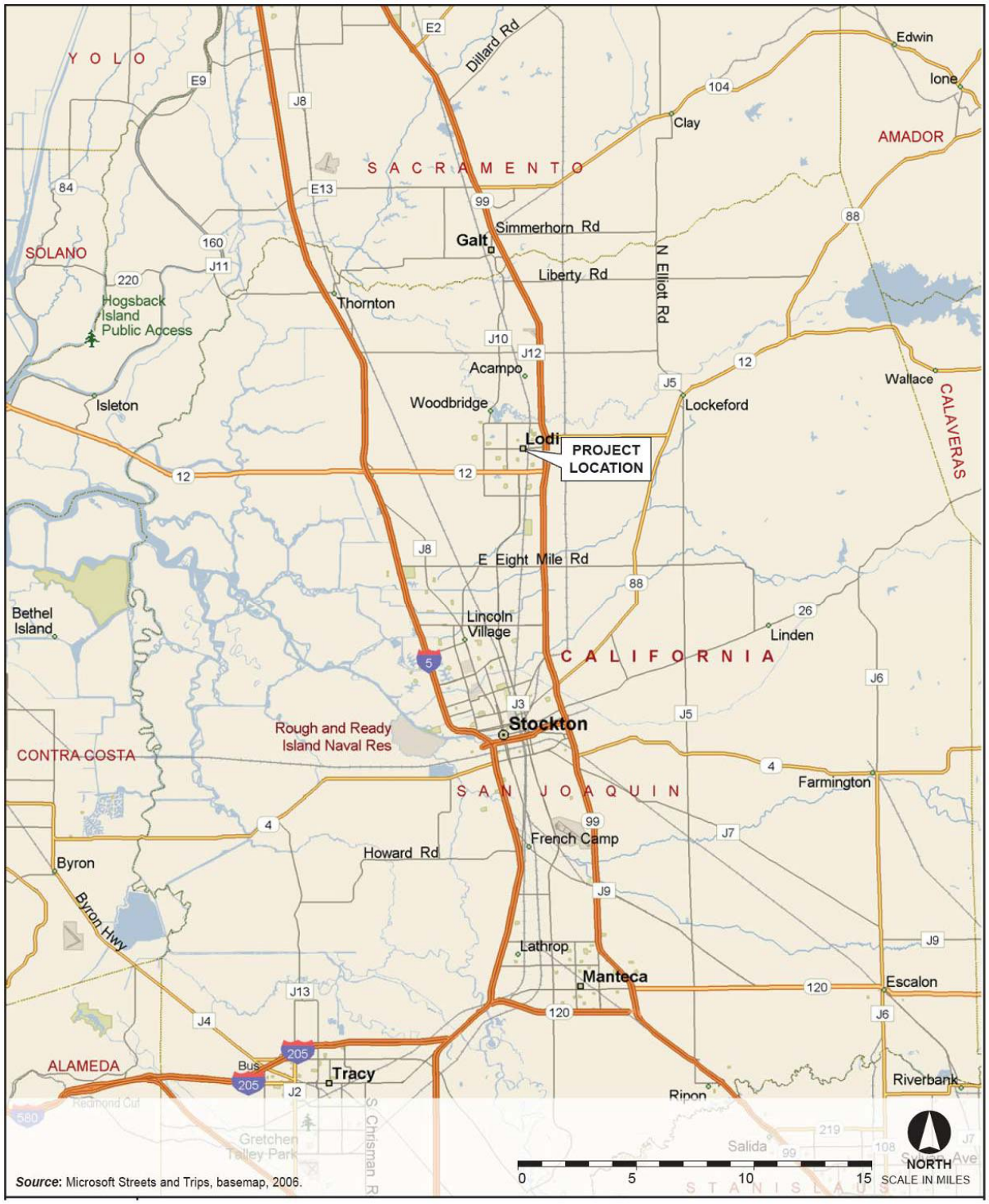


Exhibit 2: Location Map

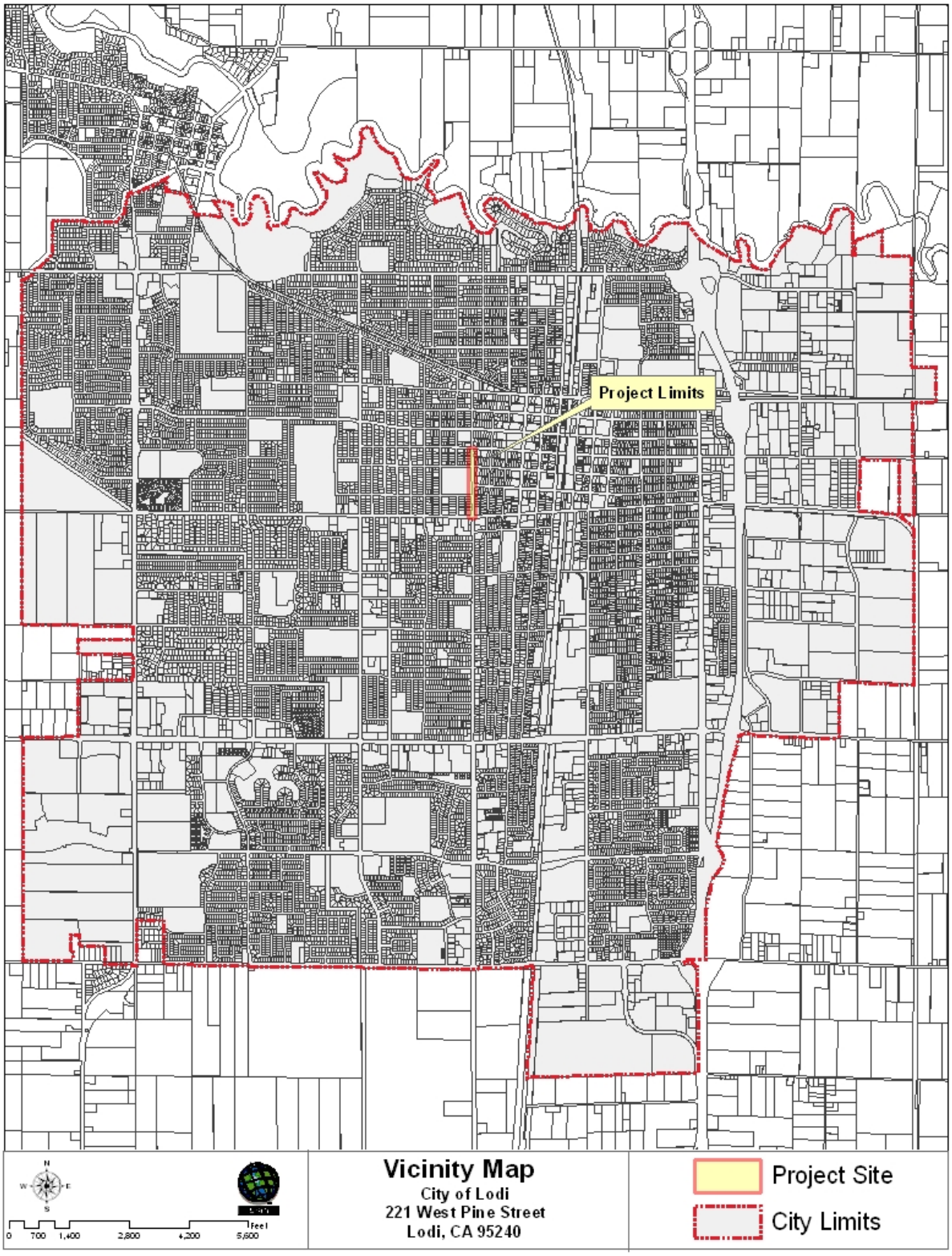


Exhibit 3: Project Area Map

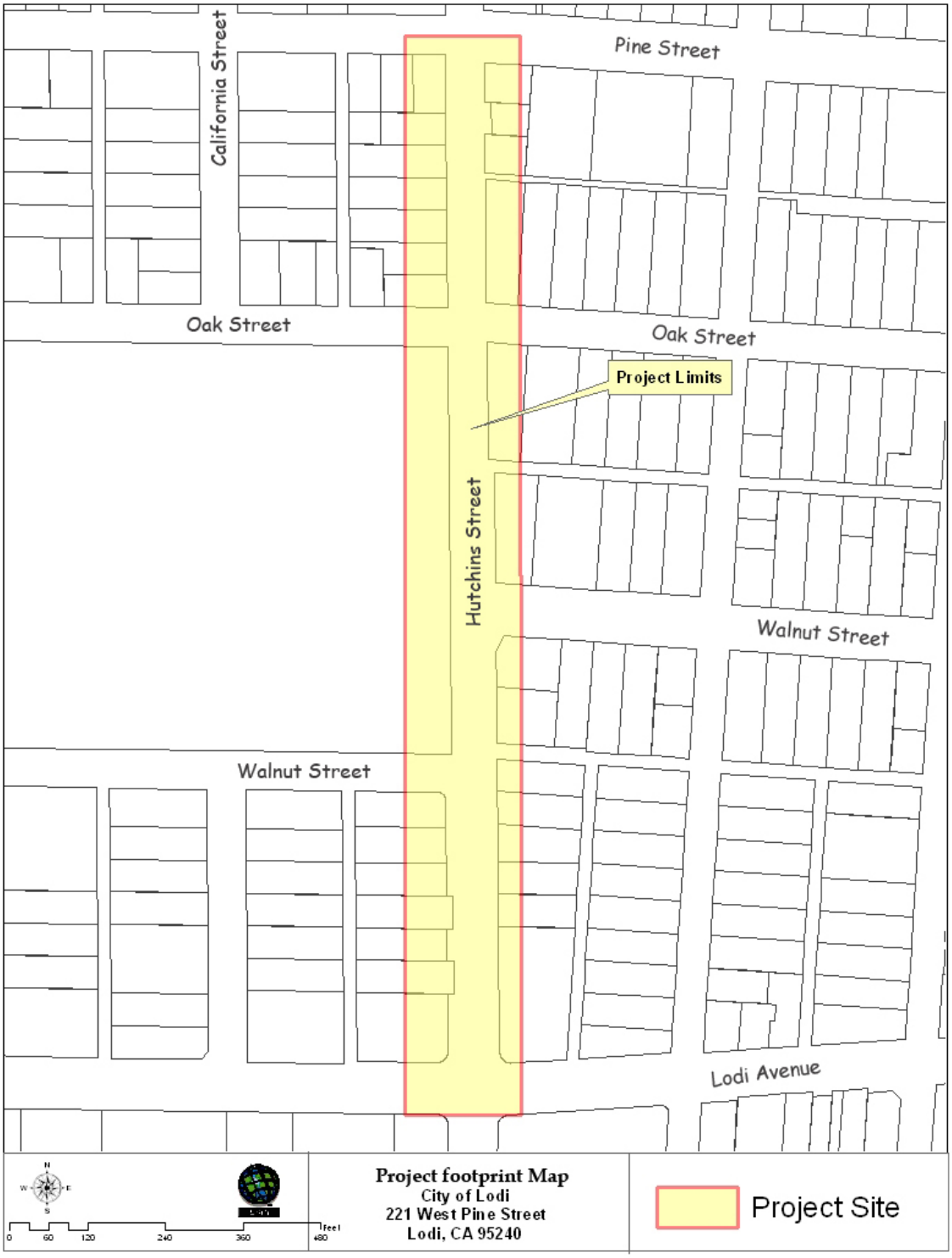


Exhibit 4: Aerial Map

Exhibit 5: General Plan Roadway System

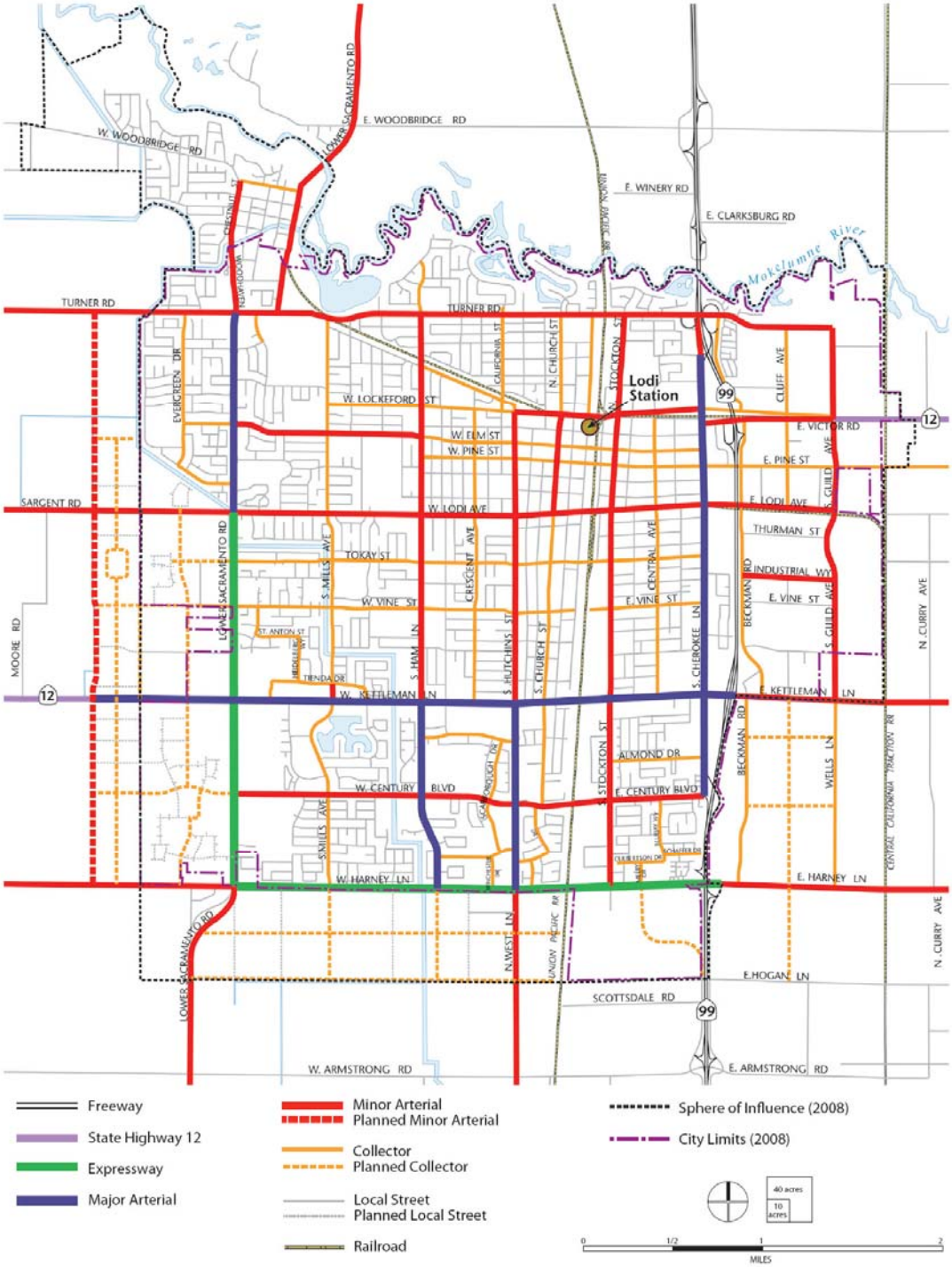


Exhibit 6: General Plan Bicycle System

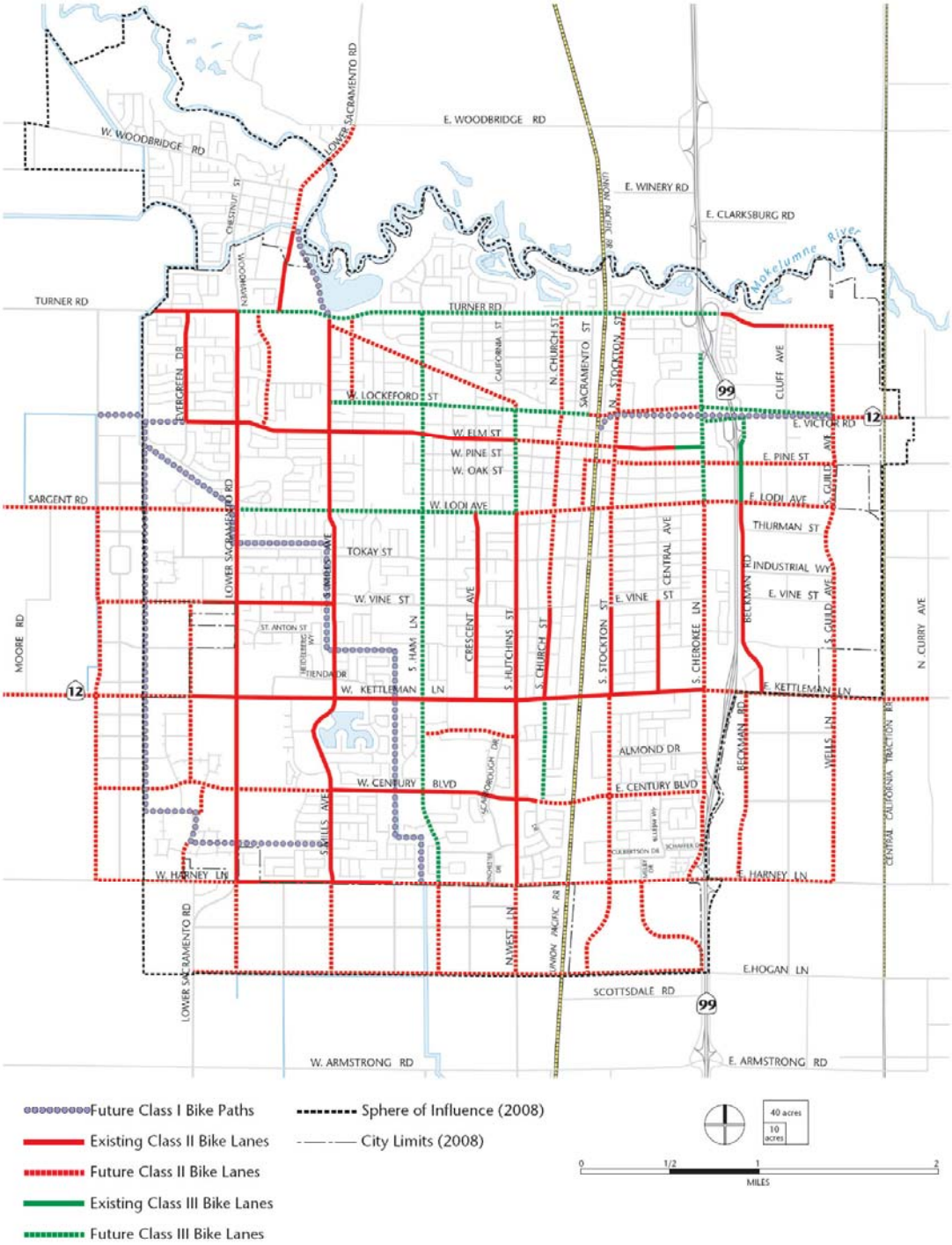
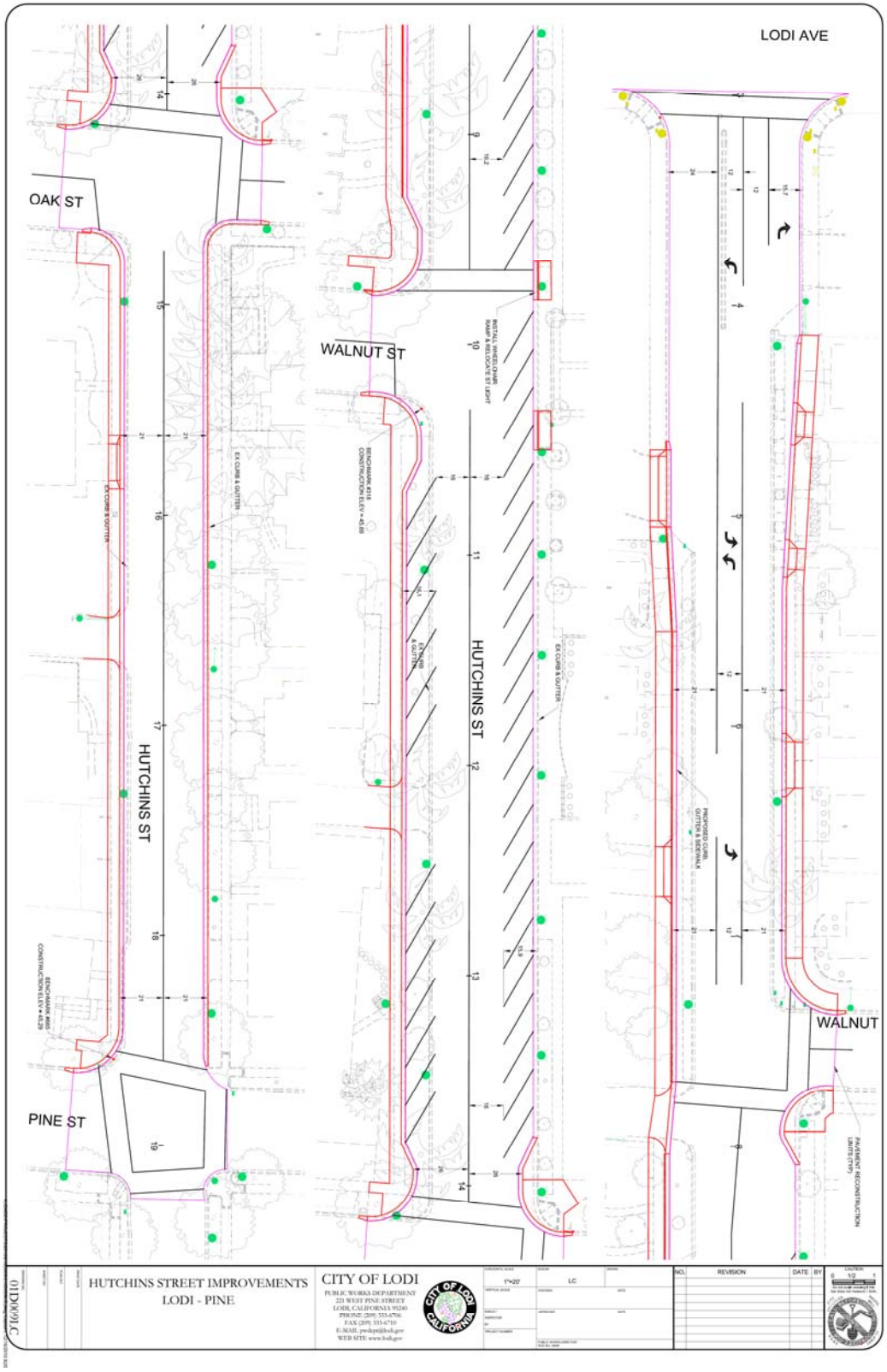


Exhibit 7: Preliminary Improvement Designs



2.5 - LEAD AGENCY NAME AND ADDRESS:

City of Lodi, Public Works Department
221 West Pine Street
Lodi, CA 9540

2.6 - CONTACT PERSONS AND PHONE NUMBER:

Environmental document:	Manny Bereket 209-333-6711
Project Coordinators:	Lyman Chang 209-333-6706

2.7 - PROJECT SPONSOR'S NAME AND ADDRESS:

City of Lodi Public Works Department
221 W. Pine Street
Lodi CA 95240

2.8 - GENERAL PLAN DESIGNATIONS:

The parcels fronting on east side of Hutchins Street have a mixture of have a mixture of General Plan Land Use designations of Low Density Residences (LDR), Mixed Use Corridor and Office uses.

The parcels fronting on the west side of Hutchins Street have a mixture of have a mixture of General Plan Land Use designations of Low Density Residences (LDR), Mixed Use Corridor, Office and Public uses. The City owned community center, known as Hutchins Street Square, is located along the west side of Hutchins Street. Hutchins Street Square plays host to a wide variety of musical groups, theatre events, art events, wedding receptions, business conferences, City meetings, youth activities, and senior care.

2.9 - ZONING DESIGNATIONS:

The parcels fronting on east side of Hutchins Street have a mixture of Zoning designations of Residential-Commercial and Professional(R-C-P), Single Family Residence (RE-1), and Neighborhood Commercial (C-1).

The parcels fronting on the west side of Hutchins Street feature a mixture of Zoning designation as well. Most of the parcels are privately owned properties have zoning designations of Residential-Commercial and Professional(R-C-P), Single Family Residence (RE-1), and Neighborhood Commercial (C-1). Hutchins Street Square is also located along Hutchins Street. Hutchins Street Square plays host to a wide variety of musical groups, theatre events, art events, wedding receptions, business conferences, City meetings, youth activities, and senior care.

2.10 - PROJECT CONSTRUCTION

Construction is anticipated to commence in the Spring of 2012.

2.11 - REQUIRED PROJECT APPROVALS

In order for the project to be implemented, a series of actions and approvals would be required from agencies. Anticipated project approvals/actions would include, but are not limited to the following:

- Lodi City Council - Adoption of the circulated MND, and actions associated with Hutchins Street Reconstruction.

2.12 - OTHER PROJECT ASSUMPTIONS

This IS/ND assumes compliance with all applicable state, federal, and local codes and regulations including, but not limited to, City of Lodi Standards, the Guidance Manual for On-site Storm Water Quality Control Measures, the State Health and Safety Code, and the State Public Resources Code.

Section 3

3.1 - ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project as indicated by the checklist on the following pages.

Environmental Factors Potentially Affected		
☒ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☐ Greenhouse Gas Emissions	☐ Biological Resources	☐ Cultural Resources
☐ Geology/Soils	☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality
☐ Land Use/Planning	☐ Mineral Resources	☒ Noise
☐ Population/Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities/Services Systems	
☐ Mandatory Findings of Significance		

3.2 - ENVIRONMENTAL DETERMINATION: On the basis of this initial evaluation:

☐ I find that the proposed project could not have a significant effect on the environment, and a Negative Declaration will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A Mitigated Negative Declaration will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an Environmental Impact Report is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measure based on the earlier analysis as described on attached sheets. An Environmental Impact Report is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Konradt Bartlam, Community Development Director Date

NOTICE OF AVAILABILITY

Notice is herby given that the City of Lodi, Community Development Department, has completed an initial study and proposed a Negative Declaration pursuant to the California Environmental Quality Act for the project described below.

The initial study prepared by the City was undertaken for the purpose of determining whether the proposed Hutchins Street Reconstruction may have a significant effect on the environment. On the basis of the initial study, Community Development Department staff has concluded that the proposed Hutchins Street Reconstruction will not have a significant effect on the environment, and therefore has prepared a proposed Negative Declaration 11-ND-02. The initial study reflects the independent judgment of the City.

FILE NUMBER: 11-MND-02

PROJECT TITLE: Hutchins Street Reconstruction

PROJECT DESCRIPTION: The project consists of reconstruction of Hutchins Street from Lodi Avenue to Pine Street. Hutchins Street at the moment is narrow at certain places and features abrupt pavement transitions, which could cause safety concerns. The existing pavement has extensive cracks and is past its service life. The proposed project intends to improve the surface quality of the roadway and enhance safety for both vehicles and pedestrians.

Part of the work also involves minor widening of the street to improve traffic safety and traffic flow; installation of new sidewalk, wheelchair ramps and driveways in compliance with the American with Disabilities Act requirements; and installation of energy efficient street lights. The proposed designs feature bulb outs aimed to reduce the crossing distance for pedestrian and to serve as a traffic calming device to reduce vehicle speed. Finally, because of street widening at certain section, additional street parking spaces would be created due to street widening at certain sections. The majority of the work will be done within the existing right-of-way. Acquisition of street easements from two properties located on the west side of Hutchins Street between Lodi Avenue and Walnut Street are required for the street widening. The street easement acquisition process has begun and the City is in the process of making an offer to the property owners. The widening also requires removal of a 17 street trees (mostly palm trees). The City intends to replace every tree removed at least at a ratio of 1:1 and will be plated at the DeBenedetti and Roget Parks. When the project is complete, better and safer access will be available to the homes and businesses in the area, as well as to Hutchins Street Square, and Lodi's Community Center.

PROJECT LOCATION: Hutchins Street is centrally located within the City limits. It's a north-south bound minor arterial street. Commercial and residential parcels abut Hutchins Street. Many of the businesses are in older commercial buildings or in converted residences.

Most of the residential properties along Hutchins Street are older residential neighborhoods that contain a mix of single family and multi-family dwellings. Harney Lane forms the south end of the City limits and Hutchins Street turns into West Lane in the San Joaquin County jurisdiction.

PUBLIC REVIEW PERIOD:
The proposed Negative Declaration will be circulated for a 30-day public review period, beginning on Wednesday, October 12, 2011 and ending on Friday, November 11, 2011. Copies of the document are available for review at the following locations:

- **Community Development Department**, 221 West Pine Street, Lodi, CA 95240
- **Lodi Public Library**, 201 West Locust Street, Lodi, CA 95240
- **Public Works Department,** 221 West Pine Street, Lodi, CA 95240

The Negative Declaration is also available for review on the internet at the following web address: http://www.lodi.gov/com_dev/EIRs.html

Any person wishing to comment on the Initial Study and proposed Negative Declaration must submit such comments in writing no later than 5:30 PM on Friday, November 11, 2011 to the City of Lodi at the following address:

Konradt Bartlam, Community Development Director
City of Lodi
P. O. Box 3006
Lodi, CA 95241

Facsimiles at (209) 333-6842 will also be accepted up to the comment deadline (please mail the original). For further information, contact Immanuel Bereket, Assistant Planner, at (209)333-6711.

Konradt Bartlam, Community Development Director
City of Lodi
P. O. Box 3006
Lodi, CA 95241

The City will provide additional public notices when the public hearings have been scheduled to consider approval of the proposed Mitigated Negative Declaration and the other entitlements for the project.

_____ _____
Konradt Bartlam, Community Development Director Date

PROPOSED MITIGATED NEGATIVE DECLARATION

Prepared pursuant to City of Lodi Environmental Guidelines, §§ 1.7 (c), 5.5

FILE NUMBER: 11-MND-02

PROJECT TITLE: Hutchins Street Reconstruction

PROJECT DESCRIPTION: The project consists of reconstruction of Hutchins Street from Lodi Avenue to Pine Street. Hutchins Street at the moment is narrow at certain places and features abrupt pavement transitions, which could cause safety concerns. The existing pavement has extensive cracks and is past its service life. The proposed project intends to improve the surface quality of the roadway and enhance safety for both vehicles and pedestrians.

Part of the work also involves minor widening of the street to improve traffic safety and traffic flow; installation of new sidewalk, wheelchair ramps and driveways in compliance with the American with Disabilities Act requirements; and installation of energy efficient street lights. The proposed designs feature bulb outs aimed to reduce the crossing distance for pedestrian and to serve as a traffic calming device to reduce vehicle speed. Finally, because of street widening at certain section, additional street parking spaces would be created due to street widening at certain sections. The majority of the work will be done within the existing right-of-way. Acquisition of street easements from two properties located on the west side of Hutchins Street between Lodi Avenue and Walnut Street are required for the street widening. The street easement acquisition process has begun and the City is in the process of making an offer to the property owners. The widening also requires removal of a 17 street trees (mostly palm trees). The City intends to replace every tree removed at least at a ratio of 1:1 and will be plated at the DeBenedetti and Roget Parks. When the project is complete, better and safer access will be available to the homes and businesses in the area, as well as to Hutchins Street Square, and Lodi's Community Center.

PROJECT LOCATION: Hutchins Street is centrally located within the City limits. It's a north-south bound minor arterial street. Commercial and residential parcels abut Hutchins Street. Many of the businesses are in older commercial buildings or in converted residences. Most of the residential properties along Hutchins Street are older residential neighborhoods that contain a mix of single family and multi-family dwellings. Harney Lane forms the south end of the City limits and Hutchins Street turns into West Lane in the San Joaquin County jurisdiction.

APPLICANT:
City of Lodi Public Works Department
221 West Pine Street
Lodi, CA 95240

A copy of the Initial Study ("Environmental Information Form" and "Environment Checklist") documenting the reasons to support the adoption of a Negative Declaration is available at the **City of Lodi Community Development Department, 221 West Pine Street, Lodi CA 95240.**

Mitigation measures are ☒ are not ☐included in the project to avoid potentially significant effects on the environment.

The public review on the proposed Negative Declaration will commence on Wednesday, October 12, 2011 and ending on Friday, November 11, 2011.

The City will provide additional public notices when the public hearings have been scheduled to consider approval of the Negative Declaration.

_____ _____

Konradt Bartlam, Community Development Director Date

Section 4

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.1	**AESTHETICS .** *Would the Project:*				
	a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	■
	b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	■	☐
	c. Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	■	☐
	d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	■	☐

Impact Analysis:

(a) Determination of significance for potential impacts to visual resources is based primarily on the level of visual sensitivity in an area. Scenic vistas typically consist of a far reaching view, such as a panoramic view of a skyline or ridgeline, and provide an aesthetic public benefit (i.e. available to the general public). All roads nationally designated as such are considered part of America's Byways collection and must possess at least one of these six intrinsic qualities: historic, cultural, natural, scenic, recreational, and/or archaeological. To receive an All-American Road designation, a road must possess multiple intrinsic qualities that are nationally significant and contain one-of-a-kind features that do not exist elsewhere. The road must also be considered a "destination unto itself," and must provide an exceptional travel experience. (http://www.scenic.org/byways).

The project site is located within the central, urbanized portion of City of Lodi and is not located within the viewshed of a scenic vista. Views consist of an existing paved roadway and surrounding commercial, residential and public properties containing urban structures, paving and ornamental landscaping. Views of the surrounding area are characterized by urban (residential and commercial) development. The topography in this area is generally flat and does not support far reaching views. There are no unique or scenic visual resources on the project site or adjacent to the project site. No impact to a scenic vista would occur.

Significance Determination: No impact.
Mitigation Measures: Mitigation measures are not required.
Significance After Mitigation: No impact.

(b) A significant impact may occur where scenic resources within a state scenic highway would be damaged or removed by the proposed project.

Quadriga Landscape Architecture and Planning, Inc. conducted site investigation and analysis. Their analysis establishes a frame of reference for the comparison of the visual effects of the proposed project and with the determination of the significance of the effects. Visual character, including the visual attributes of form, line, color and texture to derive visual patterns, such as dominance, scale, diversity and continuity will be assessed. In addition, the components of the regional landscape that set it apart from other regional landscapes include landform, land cover, water, vegetation and the man-made environment are assessed. The process used in their visual impact study generally follows the guidelines outlined in the publication "Visual Impact Assessment for Highway Projects", Federal Highway Administration (FHWA), March 1981.

Existing Conditions- Hutchins Street is a one lane (each direction) largely residential street that includes a high school and several small businesses. Primary viewer groups include area Residents and Community Center Visitors and Staff. The posted speed limit for Hutchins Street is 30 m.p.h. The tree canopy over the street is very inconsistent, beginning with closely spaced Sycamore trees along the north block, then transitioning to prominently Pistache trees along the middle two blocks and finally thinning to relatively no tree canopy along the south block. Random placement of (10) large Date Palms (Phoenix canariensis) along the street provide a degree visual character and continuity.

Existing Perceptual Quality Factors- The evaluation of the existing conditions show Moderate vividness, intactness and unity. As Hutchins is an older residential street that has seen incremental change and construction improvements over the years, much of the original unity and continuity of the street no longer exists, however remaining pieces somewhat provide a perceivable pattern. Key to the coherency of the tree canopy is the continuous plantings of Sycamore and Pistache trees punctuated by random plantings of mature date palms.

Existing PhysicaWisual Quality Factors- The existing site is flat, containing no land forms or water. Vegetation is moderately diverse stemming from diverse tree and shrub & groundcover types. Color is also moderate as the moderately diverse vegetation, provides diverse color of landscape.

Existing Sensitivity to Change Factors- Form, line and intactness are Moderate to Low as this is an urban grid patterned residential street. Color contrast and texture are also moderate to low as there are perceivable patterns in color and form and texture.

Post Construction Conditions- The project proposes to widen the east side of Hutchins Street between West Oak and West Lodi Streets to provide additional on-street parking as well as continuity of width with the southern length of Hutchins Street. Similarly, the west side of Hutchins Street between West Walnut and West

Lodi streets will be widened. This widening will require the removal of several existing street trees. These include (7) large Date Palms (Phoenix canariensis) that provide a degree visual character and continuity to the street. In addition, (10) Pistache Trees (Pistachia chinensis) are to be removed, however all but two of which are newly planted. Finally (2) Crape Myrtles (Lagerstroemia indica), (I) Fan Palm (Washingtonia fililfera) and (1) Alder (Alnus cordata) are to be removed, although these are young, or insignificant species.

Key View #1 after proposed removal of street trees

Key View #1 before proposed removal of street trees

Conclusion- In comparing the existing and proposed view evaluations, the project will have minor visual impact on the effect on the landscape. The primary visual impact comes from the removal of (7) large date palms which provide a degree visual character and continuity to the street. Therefore, a mitigation measure is provided below to redress the minor visual impact the project could result.

PROPOSED VISUAL MITIGATION

Caltrans and the FHWA mandate that a qualitative/aesthetic approach be taken to mitigate for visual quality loss in the project area. This approach fulfills the letter and the spirit of FHWA requirements because it addresses the actual cumulative loss of visual quality that will occur in the project viewshed when the project is implemented. It also constitutes mitigation that can more readily generate public acceptance of the project.

The following proposed mitigation recommendations are intended to reduce visual impacts from the Hutchins Street reconstruction project to a less than significant level:

Plant box sized replacement trees of similar species and number to the character trees removed within or directly adjacent to the project boundary. Character trees are defined as the (7) large Date Palms that are proposed to be removed. Replacement trees may be planted in any combination of the following proposed areas within or directly adjacent to the project boundary:

- Within existing separated sidewalk plating strips;
- Behind existing or newly created sidewalks;
- Within newly created street bulb-outs

Significance After Mitigation: No impact.

(c) A project is generally considered to have a significant aesthetic impact if the project substantially changes the character of the project site such that it becomes visually incompatible in comparison to that of its surroundings.

The existing visual character of the project site is dominated by urban development, including an existing paved roadway and various commercial and residential structures with diverse architectural styles. Neither the project site nor the surrounding residential/commercial area are noted for scenic vistas or contain structures that have unique architectural styles or historical significance.

During project construction activities, the existing visual character will change to a minor degree, as construction activities and equipment will be visible from adjacent uses. Although construction activities would be visible, the majority of disturbance would remain within the existing right-of-way and would be short-term in nature; the visual impact would be less than significant. Upon construction completion, the visual quality of the immediate area will have changed to a minor degree, due to the increasing width of the street and related minor increase in hardscape. The visual character of the project limits would be maintained in a manner visually compatible with the surrounding area. Overall, impacts associated with long-term project operations would be typical of any minor collector street in the City. Therefore, less than significant impacts would occur in this regard, since the project would appear substantially similar to existing conditions upon project implementation.

Significance Determination: No impact.
Mitigation Measures: Mitigation measures are not required.
Significance After Mitigation: No impact.

(d) A significant impact may occur if the proposed project introduces a new source of light or glare that would be incompatible with the areas surrounding the project site or pose a safety hazard, especially to motorists using adjacent streets.

Current Conditions
Existing outdoor lighting sources associated with the street environment include vehicle headlights, traffic signals, and street lights. Additionally, the surrounding areas are developed with commercial and residential uses, containing various sources of light and glare typical of a commercial corridor in an urban area, including light emanating from building interiors, outside sources such as parking lot lighting and security lighting, and glare from vehicle headlights in the roadway.

Short-Term Construction Impacts –
Less than Significant Impact: The City's Noise Ordinance restricts most construction activities to occur between the hours of 7:00 A.M. to 10:00 P.M. daily. All construction activities would occur during regular construction hours. No construction activities would occur during the nighttime hours (10:01 PM and 7:00 AM). Therefore, there is no need for nighttime construction lighting, which would typically involve a variety of lighting fixtures mounted on portable supports, concentrated within an active working zone.

Residences, schools and hospital are considered sensitive receptors and land uses. There several sensitive land uses within the project limits. In addition, Liberty High School is located within 150 feet west of the project limits. Therefore, construction hours must be limited to the hours of 7:00 AM and 10:00 PM, daily. To avoid light intrusion and potential glare impacts associated with night time construction, the following Mitigation Measure will be implemented:

Mitigation Measure:

1. All none-emergency construction related activities shall be limited to the hours of 7:00 Am and 10:00 PM.

2. All construction-related lighting shall be directed downward toward the work area, located and oriented away from adjacent uses, and consist of the minimal wattage necessary to provide safety at the construction site. This provision shall be included in the project specifications and enforced by City Engineer.

Operation
The proposed project would replace existing lighting system with efficient and low emitting lightings. The system would be designed to meet national lighting standards (i.e., levels that provide visibility for pedestrian and vehicular traffic while reducing sky glow and glare). The materials used for street widening would not be glare producing; therefore, no impacts related to substantial light or glare that would affect daytime or nighttime views would occur.

Significance Determination: Less than Significant Impact.
Significance After Mitigation: Less than Significant Impact.

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.2	**AGRICULTURE RESOURCES:** *In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the Project:*				
	a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program in the California Resources Agency, to non-agricultural use?	☐	☐	☐	■
	b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	■
	c. Conflict with existing zoning for, or cause rezoning of forest land (as defined in PRC Sec. 4526), or timberland zoned Timberland Production (as defined in PRC Sec. 51104 (g)?	☐	☐	☐	■
	d. Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	■
	e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project were to result in the conversion of state-designated agricultural land from agricultural use to another non-agricultural use.

The project occurs in a fully developed urban area that does not contain any agricultural, farmland, or forest uses. All areas surrounding the project limits are roadway and commercially developed properties along the both sides of Hutchins Street. The project limits are not presently used for agricultural purposes and are not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (State of California, Department of Conservation, Division of Land Resource Protection. Farmland Mapping and Monitoring Program, 2004.) No impact related to the conversion of agricultural land would result from the project.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project were to result in the conversion of land zoned for agricultural use or included under a Williamson Act contract from agricultural use to another non-agricultural use.

The Williamson Act, passed by the California legislature in 1965, provides a tax incentive for retaining land in open space and agricultural uses. To benefit from the Williamson Act, a landowner must enter into a contract with local government that restricts the use of the land to those compatible with agriculture, wildlife habitat, scenic corridors, recreational use or open space. The proposed project occurs in a fully developed urban area that does not contain any agricultural, farmland, or forest uses. There is no existing zoning for an agricultural use on or near the project limits. The project site is not under a Williamson Act contract. The site consists of an existing roadway and adjacent developed properties. The roadway is unzoned. The commercial properties are zoned C-1 and R-C-P. Both districts are intended for commercial development. The residential properties are zoned RE-1, Single Family Residences.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed Project were to conflict with existing zoning for, or cause rezoning of forest land, or timberland zoned Timberland Production.

The proposed project occurs in urbanized area of the City of Lodi and involves no parcels zoned or used for agricultural purposes. There is no existing zoning for forest land on or near the project limits. The majority of the project occurs within the public right-of-way; all adjacent and affected properties are developed with commercial and residential uses. According to the California Department of Forestry and Fire Land Cover Mapping and Monitoring Program, no area within the project limits is designated as forest or timberland. Therefore, the project would not result in the conversion of Farmland to nonagricultural uses.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the proposed Project were to result in the conversion of forest land to non-forest land.

The project occurs in a fully developed urban area that does not contain any agricultural, farmland, or forest uses. All areas surrounding the project limits are developed with commercial and residential uses. There is no forest land located in or around the project limits; therefore, no impact to these resources would occur.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if it involves changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use.

The project will be constructed mostly within an existing street right of way with existing curb, gutter and sidewalk with the exception of minor street widening at the east end of the project. There will some minor work at some intersections including bulb outs and corner cutoffs to accommodate handicapped accessible ramps and to improve pedestrian safety. There are existing buildings lining both sides of the street. The proposed project would not contribute to growth in the area either directly or indirectly and would not result in the conversion of farmland or forestland to non-agricultural or non-forestry uses. No impact to these resources would occur.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.3	**AIR QUALITY.** *Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations:* *Would the Project:*				
	a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	■
	b. Violate any air quality standard or contribute substantially to an existing or Projected air quality violation?	☐	☐	☐	■
	c. Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	■
	d. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	■
	e. Create objectionable odors affecting a substantial number of people?	☐	☐	☐	■

(a) A significant impact may occur if the project is not consistent with the applicable Air Quality Management Plan (AQMP) or in some way represents a substantial hindrance to employing the policies or obtaining the goals of the plan.

The City of Lodi and the project limits are located in the San Joaquin Valley Air Basin (SJVAB). Air quality conditions within the SJVAB are under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). SJVAPCD is required, pursuant to the federal Clean Air Act (CAA), to reduce emissions of criteria pollutants for which the Basin is in nonattainment. As such, the project would be subject to SJVAPCD's Air Quality Management Plan. SJVAPCD requires implementation of effective and comprehensive feasible control measures to reduce PM_{10} emissions (San Joaquin Valley Air Pollution Control District 2002). SJVAPCD considers PM_{10} emissions to be the greatest pollutant of concern when assessing construction-related air quality impacts. It has determined that compliance with its Regulation VIII, including implementation of all feasible control measures specified in its *Guide for Assessing Air Quality Impacts* (San Joaquin Valley Air Pollution Control District 2002) constitutes sufficient mitigation to reduce construction-related PM_{10} emissions to less-than-significant levels and minimize adverse air quality effects.

The proposed project is consistent with the *Lodi General Plan 2010* and *Lodi General Plan ERI 2009* (SCH# 2009022075). Air Quality impacts have been exhaustively examined and mitigation measures have been detailed in the City's General Plan EIR (SCH2009022075) and mitigation polices are incorporated in the General Plan policy.

According to the SJVAPCD CEQA Air Quality Handbook, there are two main indicators of a project's consistency with the applicable AQMP: (1) whether the project would increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP; and (2) whether the project would exceed growth assumptions in the AQMP. Consistency review is presented below:

(1) The project would not result in short-term construction emissions that would exceed the CEQA significance emissions thresholds established by the SCAQMD and there would be no long-term emissions associated with the project; as demonstrated in Checklist Response 3.3.b, below.

(2) The project would not affect growth forecasts in the AQMP, since the proposed street improvements would enhance traffic flow along an existing street network that serves a fully developed area.

Since the proposed project is consistent with the City's General Plan, pursuant to SJVAPCD guidelines, it is considered consistent with the region's AQMP. As such, project-related emissions are accounted for in the AQMP, which is crafted to bring the Basin into attainment for all criteria pollutants. The proposed project would not conflict with or obstruct implementation of the AQMP; therefore, no impact would occur.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact would occur if the project resulted in substantial emissions during construction or operation that would exceed the established thresholds.

As aforementioned in item 4.3(a), the project limits are located within City of Lodi, part of the San Joaquin Valley Air basin and is under the San Joaquin Valley Air Pollution Control District (SJVAPCD) is under the jurisdiction of SCAQMD. Both the State of California (State) and the Federal government have established health-based ambient air quality standards (AAQS) for seven air pollutants (known as 'criteria pollutants'). These pollutants include ozone (O3), carbon monoxide (CO), nitrogen dioxide (NO2), sulfur dioxide (SO2), inhalable particulate matter with a diameter of 10 microns or less (PM10), fine particulate matter with a diameter of 2.5 microns or less (PM2.5), and lead. The State has also established AAQS for additional pollutants. The AAQS are designed to protect the health and welfare of the populace

within a reasonable margin of safety. Where the State and Federal standards differ, State AAQS are more stringent than Federal AAQS.

The proposed project could contribute to regional air pollutant emissions during construction (short term) but would not result in any operational emissions (long-term). A discussion of the project's potential construction- and operations-period air quality impacts is provided below:

Construction-period Mass Emissions
Construction of the proposed project has the potential to create air quality impacts from exhaust emissions of construction equipment powered by internal combustion engines and vehicular exhaust associated with trips by construction workers traveling to and from the project limits, and also through dust emissions associated with minor excavation to clear surface improvements and prepare the new roadway. Mobile-source emissions, primarily oxides of nitrogen (NOx), would result from the use of construction equipment, such as graders, scrapers, bulldozers, etc. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of operation, and, for dust, the prevailing weather conditions. The assessment of construction air quality impacts considers each of these potential sources.

Construction of the proposed project is expected to take no more than 3 months to complete. The total amount, duration, and intensity of construction activity could have a significant effect on construction emissions, concentrations, and resulting impacts occurring at any one time. Determining whether the project has a significant air quality impact requires that construction emissions be estimated and compared to the thresholds of significance established by the SJVAPCD. Because the project involves improvements to an existing roadway, operational and area emissions associated with land uses and construction of new structures do not apply to the project. However, due to the size project and duration of construction period, construction-related emissions are less than significant and no mitigation measures are required.

Although the project would not result in significant air quality impacts, the City's construction contracts specify as a standard condition that contractor's comply with all applicable air quality regulations and requirements and that they obtain required permit for construction, grading, etc. Dust control measures such as watering (pre-grading and postgrading), wind fencing, covering haul vehicles, high wind measures, limitations on truck idling, etc, are also standard City requirements. The City's Construction Manager would be responsible for ensuring compliance with these contract conditions.

Operations Phase
The proposed project is a roadway improvement project that would not generate additional traffic above existing conditions or otherwise emit air pollutants when operational. Long-term air pollutant emissions come from mobile sources, stationary sources, and area sources. With respect to the proposed project, there would be no

trip generation associated with roadway widening and, as such, no increase in mobile-source emissions from new automobile trips would occur. With reduced congestion and improved traffic flows, concentrations of exhausts due to prolonged idling would likely be reduced. In addition, there would be no stationary-source emissions or area-source emissions, since the proposed street improvements do not include any devices or processes that would produce emissions. Therefore, operational emissions would remain the same as existing conditions post project implementation. The proposed project would improve the operational characteristics of the street, which would improve the average vehicle speed and create a safe pedestrian environment.

Mitigation Measure:

1. During construction, the City/construction contractor shall implement measures to prevent visible dust emissions from leaving the project site boundary, including, but not limited to, watering prior to and during any earth movement, watering exposed soil three times per day, installing wind fencing, covering excavated materials to prevent erosion, and stopping work during high wind conditions. Erosion Control within the project limits is also required as part of standard project specifications. The Director of Public Works or his designee shall enforce this measure.
2. During construction, the City/ construction contractor shall cover all haul vehicles to reduce fugitive dust generated during the transport of materials to and from the site. The Director of Public Works or his designee shall enforce this measure.
3. During construction, the City/ construction contractor shall not allow construction equipment and vehicles to track dirt and dust onto public roads. Equipment and tires shall be washed prior to leaving the project site. The Director of Public Works or his designee shall enforce this measure.
4. During construction, the City/ construction contractor shall furnish and maintain in good condition all construction equipment and construction facilities. The Director of Public Works or his designee shall enforce this measure.

Significance Determination: No Impact
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project, when viewed together with the effects of other projects, would result in a considerable net increase of a criteria pollutant for which the region exceeds air quality standards.

SJVAPCD's approach for assessing cumulative impacts is based on the AQMP forecasts of attainment of ambient air quality standards in accordance with the requirements of the federal and state Clean Air Acts. As discussed earlier in checklist response 4.3(a), the proposed project would be consistent with the AQMP, which is intended to bring the Basin into attainment for all criteria pollutants. In addition, the project is consistent with the City's *General Plan 2010* and *General Plan EIR 2009*.

Given the intermittent and short-term nature of construction emissions, the impacts would be less than significant. Long-term operation of the proposed project would not result in increases of criteria pollutant emissions, as discussed in Checklist Response 4.3(b) above.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if construction or operation of the proposed project generated pollutant concentrations to a degree that would significantly affect sensitive receptors. Land uses considered to be sensitive receptors include long-term health care facilities, rehabilitation centers, convalescent centers, retirement homes, residences, schools, playgrounds, child care centers, and athletic facilities.

When quantifying mass emissions for localized analysis, only emissions that occur on-site are considered. Consistent with SJVAPCD Localized Significance Threshold (LST) methodology guidelines, emissions related to off-site delivery/haul truck activity and employee trips are not considered in the evaluation of localized impacts. Sensitive receptors near the project site include the nearby residences, school and Hutchins Street Square users. However, as previously mentioned, pollutants resulting from the proposed project would be limited to short term emissions caused by construction. The project does not involve new development that would emit pollutants directly or cause traffic generation that would result in increased air pollutants in the long-term. Construction pollutants would not be generated in substantial quantities as described in (b,c) above. Therefore, the project would not expose sensitive receptors to substantial pollutant concentrations.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if construction or operation of the proposed project would result in the generation of odors that would be detectable in adjacent areas.

According to the SJVAPCD *Guide For Assessing and Mitigating Air Quality Impacts,* land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding facilities. The proposed project does not include any uses identified by SJVAPCD as being associated with odors. Therefore, emissions associated with project construction activities would not affect sensitive receptors.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact.

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.4 GREENHOUSE GAS EMISSIONS. *Would the Project:*				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	■
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	■

(a) California is a substantial contributor of global greenhouse gases (GHG's), emitting over 400 million tons of CO_2 a year. Climate studies indicate that California is likely to see an increase of three to four degrees Fahrenheit over the next century. Methane is also an important GHG that potentially contributes to global climate change. GHG's are global in their effect, which is to increase the earth's ability to absorb heat in the atmosphere. As primary GHG's have a long lifetime in the atmosphere, accumulate over time, and are generally well-mixed, their impact on the atmosphere is mostly independent of the point of emission.

The impact of anthropogenic activities on global climate change is apparent in the observational record. Air trapped by ice has been extracted from core samples taken from polar ice sheets to determine the global atmospheric variation of CO_2, methane, and nitrous oxide from before the start of the industrialization (approximately 1750), to over 650,000 years ago. For that period, it was found that CO_2 concentrations ranged from 180 parts per million (ppm) to 300 ppm. For the period from approximately 1750 to the present, global CO_2 concentrations increased from a pre-industrialization period concentration of 280 ppm to 379 ppm in 2005, with the 2005 value far exceeding the upper end of the pre-industrial period range.

The Intergovernmental Panel on Climate Change (IPCC) constructed several emission trajectories of GHG's needed to stabilize global temperatures and climate change impacts. It concluded that a stabilization of GHG's at 400 to 450 ppm carbon dioxide-equivalent concentration is required to keep mean global climate change below 2"C, which in turn is assumed to be necessary to avoid dangerous climate change.

<u>City of Lodi Greenhouse Gas Emissions</u>

In accordance with Assembly Bill 32 (AB 32) 2006 and Senate Bill (SB 97) 2007, the City of Lodi is implementing a policy that requires Negative Declarations, Mitigated Negative Declarations and Environmental Impact Reports prepared to comply with CEQA to include a GHG Emissions analysis.

The adverse impacts of global climate change include impacts to water supply, air quality, fire hazards, sea level rise (flooding), and an increase in health related problems. AB 32 establishes a state goal of reducing GHG emissions to 1990 level by the year 2020. The long range reduction goal is reflected in Executive Order S-3-05, which requires GWG7s to be reduced to 80 percent below 1990 levels by 2050.

Currently, there is no approved CEQA threshold for GHG emissions and global climate change. However, as stated in the Office of Planning and Research (OPR) guidelines, the absence of an approved threshold does not relieve the lead agency of its responsibility to determine whether the project has a significant effect. As a result, the City of Orange has utilized the best available information to develop a threshold, until a specific quantitative threshold is adopted by the State or regional air district.

When dealing with air quality issues related to operation emissions, thresholds are usually compared to the net change in emissions compared to baseline conditions (normally existing conditions with no Project). In addition, there are currently no health-based standards that measure the threat GHGs, including CO_2, pose on human health. In comparison to existing conditions, implementation of the proposed Hutchins Street Reconstruction would not increase vehicle emissions generated by mobile source as well as emissions generated by stationary sources because it does not involve construction project. The City's General Plan is consistent with the State's goal of reducing GHG emissions to 1990 levels by 2020 and is consistent with the City of Lodi General Plan 2010 and accompanying EIR. Therefore, no impact is anticipated.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) As stated previously, implementation of the proposed Project would not conflict with applicable regional or local plans, policies or regulations adopted for the purpose of reducing the emissions of greenhouse gases. The proposed Project would be consistent with the State's goals of reducing GHG emissions to 1990 levels by 2020. As such, the proposed Project's contribution to climate change/worldwide GHG emissions would be less than significant.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Potentially Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.5	**BIOLOGICAL RESOURCES** *Would the proposal:*				
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	■
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	■
c.	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	■
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	☐	☐	☐	■
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	■	☐
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project would remove or modify habitat for any species identified or designated as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulation or by the state or federal regulatory agencies cited.

The project limits are located in the existing right-of-way and in a fully urbanized area. The construction limits occur within a fully developed and urbanized, where the entire ground surface has been disturbed with a variety of street improvements, driveways, ornamental landscaping, signs, traffic control devices, and miscellaneous

manufactured features. In addition, the Project area is within and consistent with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), as amended, as reflected in the conditions of project approval for this proposal. Pursuant to the Final EIR/EIS for the San Joaquin county Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), dated November 15, 2000, and certified by the San Joaquin Council of Governments on December 7, 2000, implementation of the SJMSCP is expected to reduce impacts to biological resources resulting from the proposed project to a level of less-than–significant. That document is hereby incorporated by reference and is available for review during regular business hours at the San Joaquin Council of Governments (555 East Webber Avenue/Stockton, CA 95202) or online at: www.sjcog.org.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if riparian habitat or any other identified sensitive natural community were to be adversely modified.

Impacts to Biological Resources have been exhaustively examined and mitigation measures have been detailed in the City's General Plan EIR (SCH# 2009022075) and mitigation polices are incorporated in the General Plan policy. The project limits are located in the existing right-of-way and in a fully urbanized area. The construction limits occur within a fully developed and urbanized, where the entire ground surface has been disturbed with a variety of street improvements, driveways, ornamental landscaping, signs, traffic control devices, and miscellaneous manufactured features.

Based on observations at a project site visit, there are no candidate, sensitive or special status species within the project site. There are no riparian habitats or sensitive natural communities on the project site. There are no wetlands, or wildlife movement corridors within the project site. No impact would result.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if wetlands that are protected under federal regulation, as defined by Section 404 of the Clean Water Act, would be modified or removed.

There are no water resources within or near the project limits. According to a review of the U.S. Fish and Wildlife Service Wetlands Online Mapper, no wetlands, as defined by Section 404 of the Clean Water Act, exist on or in the immediate vicinity of the project site. Therefore, no impacts related to wetlands would occur.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the proposed Project interferes or removes access to a migratory wildlife corridor or impedes the use of native wildlife nursery sites.

The project limits are located in a fully urbanized area, which does not support movement of native resident or migratory fish or wildlife species. No wildlife corridors or nursery sites are located on or in proximity to the project limits. There are no street trees that would be removed as part of the project design; therefore, there would be no potential impact to nesting birds. No impact to migratory wildlife or established native species would occur.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the proposed Project would cause an impact that was inconsistent with local regulations pertaining to biological resources, including protected trees.

There are no locally designated natural communities within or adjacent to the project area, and the proposed project would not result in the removal of any heritage trees. Further, the City of Lodi General Plan (Conservation Element) includes goals and policies intended to protect sensitive native vegetation and wildlife habitats. The proposed project would not result in the removal of any heritage trees. However, because of the improvements included as part of the proposed project, seventeen (17) palm trees would need to be removed. All removed trees would be replaced on a 1:1 basis at the DeBenedetti and Roget Parks. Thus, impacts would be less than significant.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(f) A significant impact may occur if the proposed Project were inconsistent with mapping or policies in any conservation plans of the types cited.

In an effort to protect sensitive and threatened species throughout San Joaquin County, SJCOG prepared the SJMSCP. The purpose of the SJMSCP is to provide for the long-term management of plant, fish and wildlife species, specially those that are currently listed or may be listed in the future under the FESA or CESA, and to provide and maintain multiple-use open space that contributes to the quality of life of residents of San Joaquin County. The City of Lodi has adopted the SJMSCP and participation by the Project in the plan is required by the City.

The proposed project is consistent with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), as amended, as reflected in the conditions of project approval for this proposal. Pursuant to the Final EIR/EIS for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), dated November 15, 2000, and certified by the San Joaquin Council of Governments on December 7, 2000, implementation of the SJMSCP is expected to reduce impacts to biological resources resulting from the proposed project to a level of less-than-significant. That document is hereby incorporated by reference and is available for review during regular business hours at the San Joaquin Council of Governments (555 E. Weber Avenue, Stockton, CA 95202) or online at: ww.sicoq.orq.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.6	**CULTURAL RESOURCES** *Would the Project:*				
	a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	■	☐
	b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	■	☐
	c. Directly or indirectly destroy a unique paleontological resource or unique geologic feature?	☐	☐	■	☐
	d. Disturb any human remains, including those interred outside of formal cemeteries.	☐	☐	■	☐

(a) A significant impact would occur if the Project caused a substantial adverse change to a historical resource through demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be materially impaired.

An historical resource is defined as (1) a resource listed in, or determined by the State Historical Resources Commission to be eligible for listing in, the California Register of Historical Resources; (2) a resource listed in a local register of historical resources or identified as significant in an historical resource survey meeting certain state guidelines; or (3) an object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, provided that the lead agency's determination is supported by substantial evidence in light of the whole record.

No prehistoric or historic resources, as defined in CEQA Guidelines section 15064.5, were identified in the records search performed in preparation for *Lodi General Plan EIR 2009,* and none were encountered during the various previous project site disturbances throughout the years. Therefore, the Project would have less than significant impact on historical resources as defined by CEQA.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact would occur if the Project caused a substantial adverse change to a historical resource through demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be materially impaired.

The project impact area contains an existing roadway, curb, gutter, sidewalk, landscaping, paved areas and commercial signage. For two properties where right-the-way acquisitions are anticipated, structures would be left intact. The project site has been repeatedly graded and disturbed over time, for roadway improvements and the development and redevelopment of adjacent properties. Most recently in January 2011 the northern part of the Hutchins Street was disturbed for roadway improvements and no evidence of buried resources were found during that effort. In addition, the proposed project involves localized excavation surface asphalt and pavement material and does not propose extensive excavation substantially beyond previous grading limits. Therefore, the potential for encountering undiscovered buried cultural material is minimal.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if grading or excavation activities associated with the proposed Project would disturb paleontological resources or geologic features that exist within the Project site.

The project limits have been repeatedly disturbed in the past for installation of utilities and roadway improvements. No paleontological resources or unique geologic features have been discovered. However, the possibility exists that previously unidentified paleontological resources could be encountered during ground-disturbing activities. The City is required to comply with existing regulations governing the protection of cultural resources, should any unanticipated resources be discovered during construction. Specifically, Public Resources Code Section 5097.5 prohibits the excavation upon, removal or destruction of archaeological resources. Therefore, should any undiscovered cultural material be uncovered during construction, it is standard procedure for the City's contractors to halt work until the City can retain a qualified cultural resources specialist, and determine the nature and the significance of the find. If significant cultural materials are found, they are salvaged and collected under the responsible direction of a qualified cultural resources specialist. In addition, the Health and Human Safety Code Section 7050.5 prohibits the removal of human remains and establishes specific procedures that must be followed when human remains are discovered. Compliance with these existing regulations would result in less than significant impacts related to unanticipated buried cultural material.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if grading or excavation activities associated with the proposed Project would disturb previously interred human remains.

As mentioned above, the project limits are within highly urbanized area and have been repeatedly disturbed in the past for various reasons. No human remains, historic or prehistoric, archeological resources were discovered. It is considered unlikely that human remains could be uncovered during grading activities. Nonetheless, should suspected human remains be encountered, the contractor would be required to notify the County Coroner, in accordance with Section 7050.5 of the California Health and Safety Code, who must then determine whether the remains are of forensic interest. If the Coroner, with the aid of a supervising archaeologist, determines that the remains are or appear to be of a Native American, he/she would contact the Native American Heritage Commission for further investigations and proper recovery of such remains, if necessary. This existing regulatory requirement will avoid impacts to buried human remains. In addition, in accordance with standard City procedures, a halt-work condition would be in place in the unlikely event that archaeological or paleontological resources or human remains are discovered during construction. 20 This would provide an opportunity for a qualified archaeological and/or paleontological consultant to examine the materials of concern to determine if some resource value is present and whether further investigations would be warranted to recover significant information. Therefore, the impact on archaeological resources, paleontological resources, or potential human remains would be less than significant.

Existing Regulations

Standard Contract Specifications require compliance with Public Resources Code Section 5097.5, which states:

(a) No person shall knowingly and willfully excavate upon, or remove, destroy, injure, or deface any historic or prehistoric ruins, burial grounds, archeological or vertebrate paleontological site, including fossilized footprints, inscriptions made by human agency, rock art or other archaeological paleontological or historic features situated on public lands …

Health and Human Safety Code Section 7050.5 states:

(b) In the event of discovery of human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are located are discovered has determined… that the remains are not subject to the provisions of Section 27491 of the Government Code or any other law concerning investigation of the circumstances, manner, and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her representative, in the manner provided in Section 5097.98 of the Public Resources Code.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required.
Significance After Mitigation: No impact.

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.7 GEOLOGY AND SOILS. *Would the Project:*				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	■	☐
ii. Strong seismic ground shaking?	☐	☐	■	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	■	☐
iv. Landslides?	☐	☐	■	☐
b. Result in substantial soil erosion, or the loss of topsoil?	☐	☐	■	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	■	☐
d. Be located on expansive soils, as defined in Table 18-1-13 of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	■	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	■

(a) The project has the potential to expose people or structures to potential adverse effects from seismic shaking due to the site's location in a seismically active area, as is the condition throughout Southern California.

i. A significant impact may occur if the proposed Project resulted in or exposed people to adverse effects involving fault rupture, such as from placement of structures or infrastructure within a state-designated Alquist-Priolo Earthquake Fault Zone or other designated fault zone. The project site is not located within the boundaries of an Earthquake Fault Zone identified for fault-rupture hazard as defined by the Alquist-Priolo Earthquake Fault Zoning Act

(information accessed at http: www.consrv.ca.gov/dmg/shezp/maps/mora4.htm).

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

ii. A significant impact may occur if the proposed Project results in or exposes people to adverse effects involving strong ground shaking from fault rupture or seismic hazards.

There is no record of any seismic activity originating in the City of Lodi other than tremors on the west side of the San Joaquin Valley, close to the Ortigalita Fault. The proposed project involves the improvement of existing transportation infrastructure and would not result in the construction of new habitable structures or a change in land use that could expose new populations to seismic activity. Therefore, the project would not increase risks to people or structures from seismic groundshaking beyond the risks currently experienced at the project site and throughout southern California. Impacts are less than significant.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact.

iii. A significant impact may occur if the Project were to result in or expose people to adverse effects involving seismic-related ground failure from liquefaction and other geologic hazards.

Liquefaction is a form of earthquake-induced ground failure that occurs primarily in relatively shallow, loose, granular, water-saturated soils. The potential for liquefaction is recognized throughout the San Joaquin Valley where unconsolidated sediments and a high water table coincide. Areas which have the greatest potential for liquefaction are those areas in which the water table is less than 50 feet below the ground surface and soils are predominantly clean, comprised of relatively uniform sands and are of loose to medium density. The proposed project would widen an existing street that is already used by vehicles and pedestrians and would provide sidewalk, utility, and landscape improvements. No new structure is being proposed as part of this project. In addition, the probability of liquefaction occurring on the project limits are considered to be low as the project soils are well drained and the depth of groundwater underneath the site is 50 feet or greater. Therefore, implementation of the proposed project would not create any new impacts related to liquefaction beyond those that already exist. Therefore, a less-than-significant impact related to liquefaction would occur.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact.

iv. A significant impact may occur if the Project results in or exposes people to adverse effects involving landslides.

Slope stability hazards are nonexistent and present no risk in the City of Lodi. The Project site is located in an area of generally level terrain that would not produce a landslide. Average grade within the Project site is between zero and five degrees. Further, according to the Official Maps of Seismic Hazard Zones provided by the State of California Department of Conservation, the Project site is not located within an earthquake-induced landslide zone, which is defined as an area where previous occurrence of landslide movement, or local topographic, geological, geotechnical and subsurface water conditions indicate a potential for permanent ground displacement.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact.

(b) A significant impact may occur if the proposed project exposes large areas to the erosional effects of wind or water for a prolonged period of time.

The proposed removal of sidewalks and construction of the proposed street improvements would require minor excavation below existing curb grades, mostly related to relocation of existing utilities to accommodate the widening. Because the project construction effort does not involve extensive excavation (e.g. changes in landform, mass grading) or substantial changes to topography, and because the onsite soil type has slow runoff and minimal erosion hazard characteristics, the potential for significant soil erosion is minimal. The project proposes to pave the excavated area with asphalt and other hardscape materials. Installation of these impervious surfaces would result in no long-term potential for soil erosion. Since the site is developed with urban uses and entirely paved in both the existing and with-project scenario (with the exception of small landscaped areas), loss of high quality top soil is not a concern in this case.

During Construction
In accordance with standard specifications, a stormwater pollution prevention plan for erosion and sedimentation control would be implemented during construction. Best management practices would be undertaken to control runoff and erosion from earthmoving activities such as excavation, grading, and compaction. Implementation of such control measures would prevent substantial soil erosion or the loss of topsoil. After completion of construction, the project site would be entirely paved, with the exception of the landscaped areas. Therefore, a less-than-significant impact would occur.

Mitigation Measures:

1. Prior to commencing construction activities, the contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) to the City and obtain approval. The SWPPP shall identify Best Management Practices to control erosion and pollutant transport, including the following measures or the equivalent as determined by the Director of Public Works or designee:
   - Sediment from areas disturbed during construction shall be retained onsite using structural controls (such as storm drain inlet protection, plastic sheeting, sandbags, check berms or desilting basins) to prevent erosion to storm drains, channels or other bodies of water.
   - Stockpiles of soil or other materials shall be properly contained and covered to avoid sediment transport from the construction site via runoff, vehicle tracking or wind.
   - Runoff from equipment and vehicle washing shall be contained at the construction site and shall not be discharged to the storm drain system.
2. During construction, the contractor shall implement the SWPPP. The City shall include this measure in project specifications and the City's construction manager shall enforce this measure in the field.

Significance Determination: Less than significant impact.
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project is built in an unstable area without proper site preparation or design features, thereby posing a hazard to life and property.

The proposed project involves the widening of an existing roadway, and would not construct any new habitable structures or expose people or structures to rupture of a known earthquake fault. Furthermore, because the project would not involve the construction of any new structures, or a change in land use that could expose people or structures to seismic activity beyond those currently experienced under existing conditions, the project would not increase risks to people or structures from seismic ground shaking.

In addition, the project area has been previously graded, filled and compacted to accommodate the existing roadway and adjacent commercial development. The project would involve minor excavation, small quantities of fill, and compaction to stabilize the widened roadway. The project would not involve large cuts or fill areas or the construction of large structures. No substantial changes in topography are proposed. Therefore, the project area is not currently unstable and would not become unstable as a result of the project.

Significance Determination: Less than significant impact.
Mitigation Measures: Mitigation measures are not required.
Significance After Mitigation: No impact.

(d) A significant impact may occur if the proposed project is built upon expansive soils without proper site preparation or design features to provide adequate foundations for project buildings, thereby posing a hazard to life and property.

An expansive soil as described in *§ 1803.5.3 Expansive Soil of the California Building Code 2010* refers to soils meeting all four of the following provisions are considered expansive:

1. Plasticity index (PI) of 15 or greater, determined in accordance with ASTM D 4318.
2. More than 10 percent of the soil particles pass a No.200 sieve, determined in accordance with ASTM D 422.
3. More than 10 percent of the soil particles are less than 5 micrometers in size, determined in accordance with ASTM D 422.
4. Expansion index greater than 20, determined in accordance with ASTM D 4829.

The overall soils in the general vicinity of the project site do not contain expansive soils as defined above. If unsuitable expansive soil materials are found, they will be replaced with suitable engineered materials. Furthermore, the project would not involve the construction of any new structures or a change in land use that could expose people or structures to expansive soils beyond those currently experienced under existing conditions. Impact would be less than significant.

Significance Determination: Less than significant impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the proposed project is built on soils that are incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems and such a system is proposed.

Not applicable. The project involves improvements to an existing roadway. The use of septic tanks or other soil-based wastewater disposal systems would not be necessary. No impacts related to septic tanks would occur.

Significance Determination: No Impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.8	**HAZARDS AND HAZARDOUS MATERIALS.** *Would the Project:*				
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	■
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	■
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	■
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	■
e.	For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?	☐	☐	☐	■
f.	For a Project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?	☐	☐	☐	■
g.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■
h.	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project involves the use or disposal of hazardous materials as part of its routine operations and has the potential to generate toxic or otherwise hazardous emissions.

The proposed project involves installation of street improvements and not the routine transport, use, or disposal of hazardous materials or the generation of toxic or hazardous emissions. According to a review of GeoTracker on the State Water Resources Control Board website (http://geotracker.swrcb.ca.gov/), only two site are listed as having been contaminated but cleaned since. These two sites are as follows:

SITE NAME	GLOBAL ID	CLEANUP STATUS	ADDRESS	CITY
MEL BOKIDES PETRO	T0607700725	COMPLETED - CASE CLOSED	501 LODI AVE W	LODI
TOGO'S (FORMERLY TEXACO)	T0607700525	COMPLETED - CASE CLOSED	305 HUTCHINS ST S	LODI

These properties are privately owned and the cases have been closed. There is no evidence in existing records that shows that contamination has migrated into the right-of-way, where there could be a potential of exposure during construction. Accordingly, project construction or operation would not be affected by these properties'. Although unlikely, in the event that contamination is encountered during construction, standard practices would be implemented by the City of Lodi, as well as the San Joaquin Valley Air Pollution District throughout the life of the project. These measures include standards and regulations regarding the storage, handling, and use of these materials described below.

In the long-term, the project would develop transportation land uses similar to the existing conditions. No significant hazards to the public or environment are anticipated during the operation of the project as proposed. Although hazardous materials may be routinely transported along the project's roadways as is the case under existing conditions, with regulated transport, these chemicals/waste are not expected to result in hazardous or unhealthful conditions for patrons in the area. A less than significant impact would occur in this regard after compliance with applicable State and local regulations.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project uses substantial amounts of hazardous materials as part of routine operations, which could pose a hazard under accident or upset conditions.

The project involves construction activities within existing roadways and on adjacent properties. None of the adjacent properties currently contain or previously contained uses such as gas stations that routinely handled pollutants. The potential for the project to create significant hazards involving hazardous materials releases relates to uncovering existing soil contamination or disturbing items such as underground

storage tanks during construction. Given no extensive site grading beyond removal and replacement asphalt and pavement would be required for completion of the project, discovery of previously unearthed underground storage is not expected. Less than significant impact anticipated.

Long-Term Operation Impacts – No Impact. With regard to long-term impacts, the project does not propose or facilitate any activity involving the use, routine transport, or disposal of hazardous substances. Furthermore, proposed road improvements may reduce the potential for accidents overall; therefore, no impact would occur.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project is located within 0.25 mile of an existing or proposed school site and projected to release toxic emissions that pose a hazard beyond regulatory thresholds.

One (1) school site, Liberty High School (located at 660 W. Walnut Street) is located approximately 500 feet (0.095 miles) west of the project limits. However, as mentioned previously, the project proposes to improve existing transportation uses within the City. Upon project implementation, the project site would remain as transportation uses. If hazardous materials are encountered during project construction, they will be properly handled and disposed of, so as to minimize any potential risk on-site or in the surrounding area. Therefore, the project or its reasonably foreseeable results would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste. Impacts from construction activities would be minimal with implementation of State and local standards and regulations. Therefore, impacts would be less than significant.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the proposed project site contains hazardous materials that would create a significant hazard to the public or the environment.

California Government Code Section 65962.5 requires state agencies to compile lists of hazardous waste disposal facilities, unauthorized releases from underground storage tanks, contaminated drinking water wells, and solid waste facilities from which there is known hazardous waste and submit such information to the Secretary for Environmental Protection on at least an annual basis. According to records maintained by the California Environmental Protection Agency known as the Cortese List, no area within the project limits are:

- listed as a hazardous waste and substance site by the Department of Toxic Substances Control (DTSC),
- listed as a hazardous solid waste disposal site by the SWRCB, or
- currently subject to a Cease and Desist Order (CDO) or a Cleanup and Abatement Order (CAO) as issued by the SWRCB.

However, two sites adjacent to the project limits are listed as closed cases as mentioned 4.8(a) above. If contaminated soils are encountered during construction, standard City procedures would be followed for proper removal and disposal of contaminated soils. As a result, impacts would be less than significant.

Significance Determination: Less than significant impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the proposed Project site is located within a public airport land use plan area or within 2 miles of a public airport and would create a safety hazard.

The project site is not located within two (2) miles of a public airport or public use airport, and therefore, would not result in a safety hazard.

Significance Determination: Less than significant impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(f) A significant impact may occur if the proposed Project is located within the vicinity of a private airstrip and creates a safety hazard for people in the Project area.

The project limits are not located within an airport land use plan or within the vicinity of a public or private airport.

Significance Determination: Less than significant impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(g) A significant impact may occur if the proposed Project were to interfere with roadway operations occurring in conjunction with an emergency response plan or emergency evacuation plan or generate enough traffic to create traffic congestion that would interfere with the execution of such a plan.

The project proposes street improvements and minor widening in order to enhance traffic flow. The Project would not impair implementation of or physically interfere with an adopted emergency response or evacuation plan. All construction-related activities would be contained within and immediately around the Project site. Road closures are not anticipated during construction activities; however, in the event that a closure is necessary standard contractor specifications imposed by the City include

a requirement to ensure that roadways surrounding the Project site remain accessible to emergency vehicles and crews, and open for emergency evacuations, if necessary. The City has an Emergency Management Plan that addresses response for various levels of emergencies, including fires, hazardous spills, earthquakes, flooding, and explosions. Therefore, less than significant impact would occur.

Significance Determination: Less than significant impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(h) A significant impact may occur if the proposed Project is located in or adjacent to a wildland area and places persons or structures at risk in the event of a fire.

The City's newly adopted General Plan (2010) identifies both urban and wildland fire hazards exist in the Lodi Planning Area, creating the potential for injury, loss of life, and property damage. Urban fires primarily involve the uncontrolled burning of residential, commercial, and/or industrial structures due to human activities. Factors that exacerbate urban structural fires include substandard building construction, highly flammable materials, delayed response times, and inadequate fire protection services.

The City of Lodi is not characterized by substantial areas of wildlands. The topography of the City is relatively homogenous and steep slopes that could contribute to wildland fires are not common. The City's General Plan indicates that less than one percent of the City and its immediate vicinity has "Moderate" fire hazard potential. In the event of a fire, the Fire Department relies on sufficient water supply and pressure. The City's design standard for water transmission facilities is to provide 4,000 gallons per minute of flow at a minimum 45 pounds per square inch of pressure in pipes 8 inches and larger.

The project area and surrounding vicinity include developed land, located in an urbanized portion of the City. According to the City's General Plan, the project area is not subject to wildland fires. Project implementation would include the replacement of ornamental landscaping and street trees, which would not create hazardous conditions associated with brush fires.

Significance Determination: No Impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.9 HYDROLOGY AND WATER QUALITY *Would the Project:*					
a.	Violate any water quality standards or waste discharge requirements?	☐	☐	■	☐
b.	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	■	☐
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	■	☐
d.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	■	☐
e.	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	■	☐
f.	Otherwise substantially degrade water quality?	☐	☐	■	☐
g.	Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	■	☐
h.	Place within a 100-year floodplain structures which would impede or redirect flood flows?	☐	☐	■	☐
i.	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	■
j.	Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	■
k.	Potentially impact stormwater runoff from	☐	☐	☐	■

	construction activities?				
l.	Potentially impact stormwater runoff from post construction activities?	☐	☐	■	☐
m.	Result in a potential for discharge of stormwater pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas, loading docks or other outdoor work areas?	☐	☐	■	☐
n.	.Result in the potential for discharge of stormwater to affect the beneficial uses of the receiving waters?	☐	☐	■	☐
o.	Create the potential for significant changes in the flow velocity or volume of stormwater runoff to cause environmental hard?	☐	☐	■	☐
p.	Create significant increases in erosion of the project site or surrounding areas?	☐	☐	■	☐

(a) A significant impact may occur if the proposed project discharges water that does not meet the water quality standards set by agencies that regulate surface water quality and water discharge into stormwater drainage systems.

During construction, the project would comply with applicable stormwater management requirements for pollution prevention. City's construction standards require contractors to include erosion control, spill prevention and control, solid and hazardous waste management, and dust control to reduce the discharge of pollutants from construction areas into the stormwater drainage system. Best management practices to be conducted during construction activities include placing sandbags in the gutter within the limits of the project, street sweeping as needed, and general contractor clean-up during construction. Adherence with these standard City procedures and use of BMPS would result in a less than significant impact.

With regard to long-term project impacts, the proposed project has no point-sources of water pollution; therefore it is not subject to point-source waste discharge requirements. Non-point sources within the project limits include impervious surfaces, i.e. the street pavement, the adjacent sidewalk and asphalt pavement on adjacent properties. Runoff from these surfaces consists of typical urban pollutants. Pollutants of concern for water quality regulators include pathogenic organisms, organic nutrients, trash and debris, sediments, and urban pollutants such as oil and grease.

The proposed street improvements would result in a minor increase in the amount of impervious surface area, comprised of additional roadway paving. This minor increase in impervious surfaces would not significantly increase the volume of or

significantly change the composition of stormwater runoff associated with street improvements. Hutchins Street will continue to be maintained on a regular basis by City crews, including sweeping to remove particulates that accumulate over time. This is part of the City's local storm drainage system responsibilities. Therefore, impacts related to potential discharges into stormwater drainage systems or changes in water quality would be less than significant.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) Groundwater is a major component of the water supply for many public water suppliers in the Valley. It is also used by private industry, as well as by private agricultural and domestic users. A project would normally have a significant impact on groundwater supplies if it were to result in a demonstrable and sustained reduction in groundwater recharge capacity or change the potable water levels enough to reduce the ability of a water utility to use the groundwater basin for public water supplies or the storage of imported water, reduce the yields of adjacent wells or well fields, or adversely change the rate or direction of groundwater flow.

The proposed project would not include any wells or other facilities that could affect groundwater. Given the nature of the proposed project, demand for water in the project vicinity would not increase. Since the land within the project limits is already developed and does not serve as a substantial groundwater recharge zone, no impacts would occur to groundwater supplies or recharge.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project results in a substantial alteration of drainage patterns and a substantial increase in erosion or siltation during construction or operation of the project.

The project site is currently paved and impermeable. The proposed project does not propose groundwater extraction and would not result in the depletion of groundwater supplies due to interference with groundwater recharge. The proposed project involves widening an existing roadway in an already urbanized and developed area. The project would increase impervious surfaces by a small amount due to the proposed minor street widening. Therefore, the proposed project would not change these existing impermeable conditions or interfere with groundwater recharge. Any water required during construction would be minimal and would not deplete the groundwater supplies.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the proposed project substantially alters the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

As indicated in Checklist Response 4.9(c), above, the project site is currently developed. Runoff from the proposed project would be directed toward existing storm drains. The site is currently impermeable and would remain as such after project construction. There are no rivers, streams or other natural or channelized surface drainage features in this area; therefore, this project would have no erosion or siltation impacts involving such features. Therefore, the amount of surface runoff would not increase as a result of the project. The existing drainage pattern of the project site would not be altered during construction or operation. Therefore, no impact would occur.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the project creates or contributes runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

As indicated in Checklist Response 4.9(c) and (d) above, runoff from the project site would continue to be directed toward storm drains in the project vicinity. The project limits are currently paved and impermeable. The existing drainage pattern and local storm drainage facilities will be maintained, and the minor increase in roadway pavement would not significantly affect downstream stormwater discharges from local storm drain facilities. As such, this project would not result in significant short-term or long term impacts involving flooding, erosion or siltation. Further, the minor increase in street runoff would not require additional capacity in the local storm drain system.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(f) A significant impact may occur if a project includes potential sources of water pollutants with the potential to substantially degrade water quality.

No other water quality impacts would occur beyond those discussed in the preceding responses. The proposed project would neither create nor contribute to water quality degradation. Project construction would comply with City's construction specifications, which require contractors to take measures to prevent the pollution of channels, storm drains, and bodies of water during construction. As

such, implementation of the proposed project would not create any new impacts related to water quality beyond those that already exist. Therefore, no impact related to water quality would occur.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(g) A significant impact may occur if the proposed project is located within a 100-year flood zone.

The FEMA Flood Insurance Rate Map (FIRM), Number 06077C0169F, dated October 16, 2009, indicated that the project site is located in Flood Zone X, an area with 0.2 percent annual chance of flooding. In addition, the proposed project does not include any buildings or structures. Therefore, less than significant impact would occur.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(h) A significant impact may occur if the proposed project is located within a 100-year flood zone and would impede or redirect flood flows.

As discussed in Checklist Response 4.9 (G) above, the proposed project would not expose people or structures to new flood-related risks or place structures in a 100-year floodplain. The project site is located within Zone X (unshaded) outside of the 100 and 500 year floodplains (FEMA Map Panel Number 06077C0169F, dated October 16, 2009). No housing is proposed as part of the project, and no structures are proposed within the 100-year floodplain. Therefore, less than significant impact would occur.

Significance Determination: Less than significant
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(i) A significant impact may occur if the proposed Project is located in a flood-prone area, including floods caused by the failure of a dam or levee.

The Project sites, as well as the entire City of Lodi, are located in a dam inundation area for the Pardee and Camanche Dam and dike system. Flood water from the Pardee dam would take 4 hours and 20 minutes to reach west Lodi, and flood water from the Camanche Dam and dike system would take 4 to 6 hours to reach Lodi. Due to the location of the proposed Project, the impacts associated with seiches, tsunami, and extreme high tides or sea level change would be considered low.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required

Significance After Mitigation: No impact

(j) A significant impact may occur if the proposed project is located in an area with inundation potential due to seiche, tsunami, or mudflow.

A seiche is the tide-like rise and drop of water in a closed body of water caused by earthquake-induced seismic shaking or strong winds. A tsunami is a series of large waves generated by a strong offshore earthquake or volcanic eruption. Given the substantial distance of the Project site from San Francisco Bay or the Pacific Ocean, tsunami waves would not be a threat to the site. There is no large body of water on or within the vicinity of the Project site. The subject area is flat and does not have any steep slopes or hillsides that would be susceptible to mudflows or landslides. Therefore, less than significant impact.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(k) A significant impact may occur if the proposed project impacts stormwater runoff from construction activities?

As described in 4.9(a) (f) and (m), during construction, construction of proposed street improvements would require minor excavation. Excavated areas may be subject to wind and water driven erosion, which would result in the transport of sediment to the storm drain system. In addition, construction vehicle tires may be washed to prevent tracking of dust onto City streets, and the construction site may be watered to reduce dust emissions. Construction materials may also be temporarily stockpiled within the construction area until the materials can be used or disposed of offsite. These activities could result in discharge of typical construction pollutants such as sediment into stormwater runoff.

The City would implement Best Management Practices (BMP's) to control pollutant transport during construction. These BMPs include measures to contain runoff from vehicle washing at the construction site, to prevent sediment from disturbed areas from entering the storm drain system using structural controls, and to cover and contain stockpiled materials to prevent sediment and pollutant transport. With the implementation of BMPs, and compliance with applicable State and Federal laws, water quality impacts from construction activities are less than significant.

Significance Determination: Less than significant.
Mitigation Measures: Best Management Practices (BMP's)
Significance After Mitigation: No impact

(l) A significant impact may occur if the proposed project impacts stormwater runoff from post-construction activities?

The project involves the widening of an existing roadway and does not propose new uses or structures that would create or contribute to polluted runoff beyond existing conditions. The project would result in a minor increase in impervious surfaces due to the proposed minor street widening. This increase in impervious surfaces would slightly increase the amount of runoff conveyed to the storm drain system. However, the increase in runoff is not substantial and would not create a significant impact to storm water quantity or quality. In addition, post construction BMP's will be implemented to treat pollutant discharges from storm events.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(m) A significant impact may occur if the proposed project results in a potential for discharge of stormwater pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas, loading docks or other outdoor work areas.

The project does not propose new uses (such as onsite vehicle fueling, maintenance, waste handling or materials storage) that could discharge stormwater pollutants from these activities after project completion. No long-term impacts would result.

During construction, exposed soil within the construction area could be susceptible to wind and water erosion. In addition, construction vehicle tires may be washed to prevent tracking of dust onto City streets, and the construction site may be watered to reduce dust emissions. Construction materials may also be temporarily stockpiled within the construction area until the materials can be used or disposed offsite. These activities may result in discharge of typical construction pollutants, such as sediment. Compliance with the City's Best Management Practices would reduce impacts to less than significant. These BMPs include measures to contain runoff from vehicle washing at the construction site, to prevent sediment from disturbed areas from entering the storm drain system using structural controls, and to cover and contain stockpiled materials to prevent sediment and pollutant transport.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(n) A significant impact may occur if the proposed project results in the potential for discharge of stormwater to affect the beneficial uses of the receiving waters?

Runoff from the project site flows along the street curb and gutter system to storm drain inlet within and outside of the project area. These inlets empty into local basins first and ultimately flow to the Woodbridge Irrigation (WID) canal. Beneficial uses of WID canal include municipal water, groundwater recharge, water contact recreation, non-water contact recreation, warm freshwater habitat, and wildlife.

As described above, the proposed project would not substantially increase the quantity of runoff from the project site and would not substantially degrade stormwater quality over existing conditions with the use of post construction treatment BMPs described above. Therefore, the project would not alter the characteristics of stormwater discharge such that the beneficial uses of the WID.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(o) A significant impact may occur if the proposed project creates the potential for significant changes in the flow velocity or volume of stormwater runoff to cause environmental harm?

The project involves widening an existing roadway, which would increase impervious surfaces due to the proposed reduction in landscaped areas along Hutchins Street. The increase in impervious surfaces would be approximately one percent and would not substantially increase the volume of storm water runoff causing flooding. No substantial changes to topography or site drainage that could affect flow velocity are proposed. Impacts are less than significant.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(p) A significant impact may occur if the proposed project creates significant increases in erosion of the project site or surrounding areas?

The project does not involve extensive excavation of soil or substantial changes so as to cause any topographical changes. Therefore, potential for soil erosion is extremely low. The construction of the proposed street improvements would require minor excavation. The project proposes to pave the excavated area with asphalt and other hardscape materials. Installation of these impervious surfaces would result in no long-term potential for soil erosion onsite, or in the surrounding areas because all water is contained in the street.

During construction, exposed soil within the construction area could be susceptible to wind and water erosion. Compliance with the City's Best Management Practices would reduce impacts to less than significant.

Significance Determination: Less than significant.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.10	**LAND USE AND PLANNING.** *Would the Project:*				
a.	Physically divide an established community?	☐	☐	☐	■
b.	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating on environmental effect?	☐	☐	☐	■
c.	Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project is sufficiently large enough or otherwise configured in such a way so as to create a physical barrier within an established community.

The proposed project involves improvements to an existing roadway, which would improve north-south mobility along Hutchins Street and safe pedestrian walkways. As such, no impact on the established physical character of this area would occur.

Significance Determination: No Impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project is inconsistent with general plan designations or zoning currently applicable to the proposed project site and causes adverse environmental effects, which the general plan and zoning ordinance are designed to avoid or mitigate.

The proposed project, the widening of an approximately 1,624-foot segment of Hutchins Street, is subject to the land use regulations and transportation policies listed in the City of Lodi General Plan. The General Plan identifies Hutchins Street as Minor Collector street, which distributes traffic between local streets and major and primary arterials.

With regard to existing land uses, the proposed roadway widening project would not change the zoning or General Plan. Therefore, no impact would occur.

Significance Determination: No Impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project conflicts with a habitat conservation plan or natural community conservation plan adopted for the area surrounding the project location.

The proposed project site and surrounding area are not part of any habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan. As such, no impact would occur.

Significance Determination: No Impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.11 MINERAL RESOURCES				
Would the Project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	☐	☐	☐	■
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project is located in an area that is used or available for extraction of a regionally important mineral resource, converts an existing or potential regionally important mineral extraction use to another use, or affects access to a site used or potentially available for regionally important mineral resource extraction.

The project limits do not contain known mineral resources and are not designated as a significant regional or local arrogate resources area by the City's General Plan or any other land use plan. According to the Conservation Element of the City's General Plan, the project site is not located within an area that contains a mineral resource that is available for extraction and of value to the region or residents of the state. Therefore, no impact would occur.

Significance Determination: No Impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if a project is located in an area that is used or available for extraction of a locally important mineral resource, as delineated on a local general plan, specific plan, or other land use plan.

According to the City of Lodi General Plan EIR 2009, the project limits are not located within an area that contains a known mineral resource that is available for extraction and of value to the region or residents of the state. The City of Lodi has not designated a locally significant mineral resource within the project limits or in the immediate vicinity. Therefore, no impact on mineral resources would occur.

Significance Determination: No Impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4. 12 NOISE				
Would the Project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	■	☐
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	■	☐
c. A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?	☐	☐	■	☐
d. A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	☐	☐	■	☐
e. For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	■	☐
f. For a Project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	■	☐

(a) A significant impact may occur if the proposed project generates noise levels that exceed the standards for ambient noise, as established by the general plan and municipal code, and/or exposes persons or sensitive uses to increased noise levels. Noise-sensitive uses may include residences, transient lodging, schools, libraries, churches, hospitals, nursing homes, auditoriums, concert halls, amphitheatres, playgrounds, and parks.

<u>Construction</u>

The proposed project is located in a fully urbanized area, in close proximity to Lodi Avenue, and is surrounded by commercial uses. Existing noise sources include vehicles and near by businesses. Construction related activities would result in temporary increases in the ambient noise environment. The majority of construction activities consist of clearing, excavation, trenching, paving, and striping, which would result in minor noise vibrations typical of construction in an urban environment. The project would conform to standard conditions for noise abatement listed in the City of Lodi General Plan EIR 2009. Specifically, all construction activity would comply with the limits (maximum noise levels, hours, and days of allowed activity) established in City noise regulations to reduce impacts associated with temporary construction noise to the extent feasible. The City's Noise Control

Ordinance exempts all noise sources associated with construction, repair, remodeling, or grading of any real property that do not take place between the hours of 10:00 P.M. and 7:00 A.M.

Operations
Noise increases are typically a concern for sensitive receptors (i.e. uses or populations particularly sensitive to a high noise environment, where activities conducted necessitate a quiet noise environment. Such uses typically consist of residential uses, school classrooms, etc. However, none of the proposed street improvements would generate noise directly; the only noise source is associated with street traffic. The project is not expected to increase traffic volume. The proposed project is an improvement to existing transportation infrastructure; therefore, the project would not generate additional traffic trips that could result in increases in ambient noise levels. Less than significant impact is anticipated.

Significance Determination: Less than significant impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the project results in or exposes people to excessive groundborne vibration or groundborne noise levels during construction or operation. This would include excessive groundborne vibration or noise that causes structural damage or displaces objects in nearby buildings.

Construction
Heavy equipment associated with project construction could generate groundborne vibration. However, these effects would be temporary and short-term in nature. The project would not include any elements or machinery/equipment on a routine basis that would result in long-term groundborne vibration or noise. Groundborne noise and vibration would typically occur at highest noise levels during the initial site preparation, including demolition/pavement removal, earth moving, and soils compaction. Given the relatively shallow depths of excavation into near surface soil materials, no special construction techniques involving significant ground vibrations would be necessary.

Operations
See Checklist 4.12(a).

Significance Determination: Less than significant impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project were to result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the proposed project.

Noise levels in the project vicinity are dominated by vehicular traffic. This condition would continue after implementation of the proposed project. The proposed project is intended to reduce congestion. The project is not growth-inducing and would not generate additional traffic. As discussed in Checklist Response 4.12(a), above, the increase in traffic noise would be less than significant.

Significance Determination: Less than significant impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the proposed project were to result in a substantial temporary or periodic increase in ambient noise levels above existing ambient noise levels without the proposed project.

Refer to discussion under Checklist Responses 4.12(a) and 12(c), above. The proposed project would not substantially increase ambient noise levels in the project vicinity over existing conditions. Construction-related activities and equipment would result in temporary and/or periodic increases in ambient noise levels above existing conditions. As discussed previously, the proposed street improvements would not introduce any new noise sources and would have a negligible effect on traffic noise levels outside of the roadway. Permanent changes in noise levels would be insignificant.

Significance Determination: Less than significant impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the project is located within an airport land use plan or within 2 miles of a public airport and people residing or working in the -

The project limits are not located within an airport land use plan or within two miles of a public airport or public use airport. The project limits are not located within the vicinity of a private airstrip. There would be no impact with regard to airport/airstrip noise.

Significance Determination: Less than significant impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(f) A significant impact may occur if the project is located in the vicinity of a private airstrip and people residing or working in the project area would be exposed to excessive noise levels.

The project site is not located within an airport land use plan, within two miles of a public airport or within the vicinity of a private airstrip. There is not an airport located within two (2) miles of the Project site. The closest airport to the Project site is the Lodi Airpark, located approximately four (4) miles southwest of the Project site,

and supports twenty to thirty (20-30) operations per day. The airport's noise "footprint" does not extend beyond the immediate airport boundary.

Significance Determination: Less than significant impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.13	**POPULATION AND HOUSING** *Would the Project:*				
a.	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	■
b.	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■
c.	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project induces substantial population growth in an area, either directly or indirectly.

The proposed project would result in improvements to existing transportation infrastructure within an already-developed well established area of the City. The proposed project would not extend infrastructure into undeveloped areas resulting in the potential for growth, or induce population growth. Further, the project does not involve the development of any buildings, housing, or businesses, and would not propose improvements in an area not previously disturbed or developed. It would not induce population growth directly or indirectly. Therefore, no impact would occur.

Significance Determination: No Impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project would result in the displacement of existing housing units, necessitating construction of replacement housing elsewhere.

The proposed project would be constructed primarily within a public right-of-way and would not displace any housing. The project would require permanent easements from approximately two (2) parcels to accommodate the expanded right-of-way. However, no housing would be demolished or displaced as a result of the proposed project. No impacts would occur in this regard.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project results in the displacement of a substantial number of people.

As noted in Response Checklist Items 4.13(a) and 4.13(b), due to the nature of the proposed project, the project would not create an increase in jobs or housing. Individuals would not be required to move into or out of the area and no construction or replacement of housing would be necessary.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.14 PUBLIC SERVICES				
Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a. Fire protection?	☐	☐	☐	■
b. Police protection?	☐	☐	☐	■
c. Schools?	☐	☐	☐	■
d. Parks?	☐	☐	☐	■
e. Other public facilities?	☐	☐	☐	■

(a) A significant impact may occur if the City of Lodi Fire Department cannot adequately serve the proposed project based on response time, access, or fire hydrant/water availability.

This project would not induce growth, either directly or indirectly, and would thus not place an additional burden on the Lodi Fire Department. The proposed project would not include structures or other elements that would require additional fire protection services. Improvements to existing transportation infrastructure would not add employees or residents to the City, and would therefore not affect police or fire/emergency response service ratios. In addition, the project does not involve changes in land use that could result in a long-term increase in the demand for emergency services over existing conditions. Implementation of the proposed project may benefit fire services by reducing congestion and improving access along Hutchins Street. As such, the proposed project would have no adverse impact on fire protection services.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project results in an increase in demand for police services that would exceed the capacity of the police department responsible for serving the site.

The proposed project would not bring new residents or businesses into the City. The proposed project would be constructed primarily within a public right-of-way and would not displace any housing. Since the proposed project would not add residents or uses that would require additional police service, there would be no impacts on police services.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project induces substantial employment or population growth, which could generate demand for school facilities that exceed the capacity of the school district responsible for serving the project site.

Improvements to existing transportation infrastructure would not add students or residents to the City of Orange; therefore, the project would not generate increased demand for school facilities or change existing student/classroom ratios, necessitating expanded school facilities. No other educational service facilities would be affected by the project. No impact would result.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the available parks and recreation services cannot accommodate the population increase resulting from implementation of the proposed project.

The project limits are currently almost entirely paved, with very little impervious surface and no public or private park area. The proposed project would not add new residents to the City and, therefore, would not create any demand for park resources. No impact would occur.

Significance Determination: No impact.
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the proposed project generates demand for other public facilities, thereby exceeding the capacity available to serve the project site.

The Project would not contribute significantly to the demand for any other public facilities (e.g., library, senior centers, or other public facilities/services) as it would not directly introduce a new population of residents to the City. Therefore, no impact on public facilities would occur.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

	Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.15	**RECREATION**				
	a. Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	■
	b. Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project includes substantial employment or population growth, which could generate demands for public parks and recreational facilities that exceed the capacity of those that currently exist.

The proposed improvements to existing transportation infrastructure would not develop housing or new businesses thereby increasing the number of residents within the City of Lodi and increasing demand for recreational services or facilities. The project does not involve the construction or expansion of recreational facilities and would not result in the need for new or expanded recreational facilities that could have an adverse effect on the environment.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project includes the construction or expansion of recreational facilities or necessitates the construction or expansion of recreational facilities that might have an adverse physical effect on the environment.

The proposed project would not require the construction or expansion of new recreational facilities or affect any existing recreation facilities. As such, no impact would occur.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.16 TRANSPORTATION/TRAFFIC				
Would the Project:				
a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	☐	☐	☐	■
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	■
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	■
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	■
e. Result in inadequate emergency access?	☐	☐	☐	■
f. Result in inadequate parking capacity?	☐	☐	☐	■
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project causes an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system.

The proposed project involves improvements to existing transportation infrastructure; therefore, the project does not generate additional traffic trips above existing conditions. The proposed project would widen the street increase sidewalk width to improve pedestrian access. No major shift in traffic is expected as a result of the street improvements.

With regard to construction impacts, levels of service and queue lengths may be impacted by the proposed project. It is assumed that with lane closures required to complete proposed project construction, traffic conditions in the short-term could worsen. Changes to mass transit routes would not be required. The construction impacts would be short-term in nature and are necessary to implement the proposed project that would substantially decrease traffic impacts in the long-term.

Under long-term operational conditions, both LOS and queuing lengths are greatly improved due to the proposed project. Implementation of the proposed project would not conflict with any applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project exceeds, either individually or cumulatively, a level of service standard established by the San Joaquin Council of Governments, the county congestion management agency, for designated roads or highways.

Please refer to 3.11(A). The purpose of a Congestion Management Program (CMP) is to develop a coordinated approach to managing and decreasing traffic congestion by linking the various transportation, land use, and air quality planning programs throughout the County. The CMP program requires review of substantial individual projects, which might individually impact the CMP transportation system. The proposed project aims to reduce congestion and facilitate traffic flow and would help maintain an acceptable level of service (LOS) along the affected portion of Hutchins Street. Therefore, no impact would occur.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the proposed project changes air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

There are no airports located within or adjacent to the project limits. The proposed project does not include any aviation-related elements and would not change existing air traffic patterns. Therefore, no impact would occur.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the proposed project substantially increases road hazards due to a design feature or introduced incompatible uses.

The proposed project would not result in the creation of a traffic hazard resulting from a design feature (e.g. sharp curves or a dangerous intersection) or proposed incompatible use (e.g. storage of equipment that would block sight distance). The stated purpose of the project is the improvement of operational characteristics Hutchins Street. No curves or other substantial changes to the roadway alignment

are proposed, and no new uses are proposed. Therefore, the project does not result in incompatible uses or traffic hazards.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the proposed project results in inadequate emergency access.

Traffic flow in the area would be temporarily impacted during construction of the proposed project. Temporary lane closures along Hutchins Street could occur. These lane closures would result in temporary increased traffic congestion during construction. Impacts associated with lane closures would be short-term in nature and be eliminated upon construction completion. Impacts would be less than significant.

Long-Term Project Impacts – No Impact. The proposed project is intended to improve traffic flow and reduce traffic congestion. These improved conditions could enhance emergency access to the surrounding area in the long-term. Any impacts are anticipated to be positive in nature.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(f) A significant impact may occur if the proposed project results in inadequate parking capacity based upon City code requirements.

Construction activities may temporarily reduce available on-street parking in the project area. Impacts on parking during construction would be temporary and, once completed, the project would not result in a net loss of parking, and may even increase parking capacity.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(g) A significant impact may occur if the proposed project conflicts with adopted policies, plans, or programs supporting alternative transportation.

The proposed project would not conflict with adopted policies, plans, or programs supporting alternative transportation. No impact would occur.

Significance Determination: No impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.17 UTILITIES AND SERVICE SYSTEMS				
Would the Project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	■
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	■
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	■
d. Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	■
e. Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments?	☐	☐	☐	■
f. Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	☐	☐	☐	■
g. Comply with federal, state, and local statutes, and regulations related to solid waste?	☐	☐	☐	■

(a) A significant impact may occur if the proposed project exceeds wastewater treatment requirements of the regional water quality control board, the local regulatory governing agency.

Improvements to existing transportation infrastructure would not result in new sources of wastewater. The project does not involve the construction of habitable structures or an intensification of land use. Therefore, the project would not result in wastewater generation, increases in wastewater flows or increases in water consumption that could affect wastewater treatment capacity. No new or expanded wastewater treatment facilities would be constructed or required as a result of the project. No impact would result.

Significance Determination: No impact would occur
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) A significant impact may occur if the proposed project requires construction of new water or wastewater treatment facilities or expansion of existing facilities.

The proposed project would not use water in amounts that would have a significant impact on water treatment facilities. The minimal amounts of water used during construction and for irrigation of landscaping would be accommodated by existing water supplies. Hutchins Street will continue to be maintained on a regular basis by City crews, including sweeping to remove particulates that accumulate over time and maintenance of curb and gutter within the project limits. This is part of the City's local storm drainage system responsibilities as a co-permittee of the countywide NPDES Municipal Stormwater Permit. No new development is proposed that would generate an increase in population or result in increased demand for new or expanded water or wastewater treatment facilities. Proposed street improvements would have no effect on the City's water supplies or treatment processes, and would have no effect on the wastewater collection or treatment system.

Significance Determination: No impact would occur
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(c) A significant impact may occur if the volume of stormwater runoff from the proposed project increases to a level exceeding the capacity of the storm drain system serving the project site.

The proposed project is primarily located within a currently paved roadway with improved curbs and gutters. Stormwater from this segment of Hutchins Street is currently conveyed into the City's storm drainage network via curb and gutter. Because the majority of the area within the project limits is paved, most stormwater within the project limits drains from the site as surface runoff rather than infiltrating into the ground. Implementation of the proposed project would slightly increase impermeable surface area within the widened street segment, but this would not result in a significant increase in the existing runoff volume given the urbanized nature of the surrounding area. No additional public storm drainage capacity would be required to serve the proposed project. The proposed project would not require relocation or reconstruction of existing storm drain facilities. Impacts would be less than significant.

Significance Determination: No impact would occur
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(d) A significant impact may occur if the proposed project would exceed the existing water supplies available to serve the project.

Improvements to existing transportation infrastructure would not result in long-term increase in water consumption. The project does not involve the construction of

habitable structures or an intensification of land use that could increase the demand for water. The project construction may require the use of watering trucks to address fugitive dust. This would require relatively small volumes of water, which would have a minimal and temporary effect on water supplies. Proposed street improvements do not include extensive vegetation/landscaping or any plumbing facilities that would require a permanent increase in water demand.

Significance Determination: No impact would occur
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(e) A significant impact may occur if the proposed project would increase wastewater generation to such a degree that the capacity of facilities currently serving the project site would be exceeded.

The proposed project involves improvements to existing transportation infrastructure in highly developed part of the City. As such, the proposed street improvements would not generate wastewater requiring treatment at any wastewater treatment facilities. Street runoff is discharged into an underground storm drainage system, which does not provide water filtration. Therefore, no impact would occur.

Significance Determination: No impact would occur
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(f) A significant impact may occur if the proposed project were to increase solid waste generation to a degree that existing and projected landfill capacities would be insufficient to accommodate the additional solid waste.

The completed street improvements would not produce any solid waste. Construction activities may generate minor amounts of solid waste (concrete, asphalt, etc.), but these small amounts would be recycled or disposed of in existing landfills. No unique landfill disposal methods would be required. The small amount of solid waste could be accommodated by existing landfill capacity. No long-term generation of solid waste would result from the project.

Significance Determination: No impact would occur
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(g) A significant impact may occur if the proposed project generates solid waste that is not disposed of in accordance with applicable regulations.

Improvements to existing transportation infrastructure would not involve construction of habitable structures, an increase in residents in the City of Lodi, or an intensification of land use that could increase demand for solid waste disposal

facilities. No long-term generation of solid waste would result from the project. Contractors are obligated under the terms of their licensing to comply with all applicable laws and regulations, including those concerning construction waste disposal. Routine observations by the City's Public Works Inspector will ensure that this project's solid wastes from construction activities are properly disposed of. The completed project would not produce any permanent solid waste stream.

Significance Determination: No impact would occur
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

Issues		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
4.18	**MANDATORY FINDINGS OF SIGNIFICANCE**				
	a. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	■	☐
	b. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects)?	☐	☐	■	☐
	c. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	■	☐

(a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less than Significant. As documented in this Initial Study, the project will not substantially impact any scenic vistas, scenic resources, or the visual character of the area, as discussed in Section 4.1, and will not result in excessive light or glare. As noted in the responses to Section 4.3, construction phase emissions of air pollutants would be well below the significance thresholds identified by the San Joaquin Valley Air Pollution Control District. The project would have negligible and possibly positive effects on vehicular emissions. As described in Section 3.4, the proposed project would not directly affect any sensitive habitat or wildlife populations. No sensitive habitats are located within the project limits. There are no listed historical structures or known archeological or paleontological resources within the project limits. The project does not involve any operational component or construction impacts that could substantially degrade the quality of the environment, as discussed throughout this analysis.

The potential for discovery of or disturbance of historical, archaeological, or paleontological resources, or human remains, is not anticipated. Should such discovery occur, City policy would be followed and appropriate measures implemented to ensure a less than significant impact to these resources; therefore, the project would not be expected to significantly degrade the quality of the environment, substantially reduce the habitat or population of any plant or wildlife species, or eliminate important examples of California history or prehistory.

1. Contractors and construction personnel involved in any form of ground disturbance (i.e., trenching, grading, etc.) shall be advised of the possibility of encountering subsurface cultural resources or human remains. If such resources are encountered or suspected, work within 100 feet of the discovery shall be halted immediately and the City of Lodi Planning Department shall be notified. In accordance to CCR Section 15064 (f) and PRC Section 21083.2(i), a qualified professional archaeologist shall be consulted, who shall assess any discoveries and develop appropriate management recommendations for treatment of the resource. If bone is encountered and appears to be human, California Law requires that potentially destructive construction work is halted and the San Joaquin County Coroner is contacted. If the coroner determines the human remains are of Native American origin, the coroner must contact the Native American Heritage Commission. The Native American Heritage Commission will attempt to identify the most likely descendant(s), and recommendations will be developed for the proper treatment and disposition of the remains in accordance with CCR Section 15064.5(e) and PRC Section 5097.98. A note to this effect shall be included on all construction plans and specifications.

Significance Determination: Less than significant impact
Mitigation Measures: Mitigation measures are not required
Significance After Mitigation: No impact

(b) Does the project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

Less than Significant. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects.

Cumulative impacts occur as a result of combined impacts of two or more projects within the same impact area, including the effects of past, present, and reasonably foreseeable future projects, which individually do not cause significant

environmental impacts, but could cause a significant impact when considered together.

There are no known planned or entitled cumulative projects except within the proposed project limits. No private or public development projects are planned within the vicinity of the proposed project limits in the same time frame or just before or after the street improvements are scheduled. Estimated construction emissions of criteria air pollutants would be below the San Joaquin Valley Air Pollution Control District's significance thresholds that apply to cumulative impacts as well as project-level impacts. The project will not result in cumulatively considerable emissions of greenhouse gas emissions.

The proposed road widening and intersection improvements do not propose any new uses or improvements in any area not previously disturbed and developed. The project would not result in substantial population growth within the City, either directly or indirectly; the project would not include any new component that could contribute to any long-term cumulative impact. This project would upgrade a segment of Hutchins Street, resulting in temporary disruption of the street during construction. Construction is expected to last 3 months and be completed prior to the end of this year. As described in the above sections, the proposed project would not result in impacts that are either individually significant or cumulatively considerable.

(c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

The proposed project would not cause any significant environmental impacts, either short term or long term. The project is designed to alleviate traffic congestion and provide standard road widths within an established community. The proposed project would not result in any adverse effects on human beings, either directly or indirectly. Implementation of project design features, existing regulations and/or mitigation measures related to construction emissions, construction noise, construction erosion, water quality, hazards and hazardous materials, impacts would be less than significant.

Section 5

Documents Referenced

- Alquist-Priolo Earthquake Fault Zoning Act (http: www.consrv.ca.gov/dmg/shezp/maps/mora4.htm).
- California Environmental Quality Act Guidelines, as amended.
- City of Lode General Plan 2010.
- City of Lodi General Plan Environmental Impact Report 2009 (SCH#2009022075)
- Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Map Panel Number 06077C0169F, Effective Date October 16, 2009.
- Guide For Assessing And Mitigating Air Quality Impacts., Prepared by San Joaquin Valley Air Pollution Control Distrct.
- State of California, Department of Conservation, Division of Land Resource Protection. Farmland Mapping and Monitoring Program. Accessed at www.consrv.ca.gov/dlrp
- State of California, Health and Human Safety Code, Section 7050.5.
- State of California, Public Resources Code, Section 5097.5.
- United States, Department of the Interior, Fish & Wildlife Service. National Wetlands Inventory. *Wetlands Mapper, Accessed March 28, 2011.* Available online at http://www.fws.gov/wetlands/data/Mapper.html
- United States, Department of the Interior, Fish & Wildlife Service. *The National Map* (created and maintained by U.S. Department of the Interior, Geological Survey).
- United States, Environmental Protection Agency, *EnviroMapper for Superfund*. Available online at http://www.epa.gov/enviro/sf/.

Section 6

VISUAL IMPACT ASSESSMENT

Hutchins Street Reconstruction Project

September 19, 2011

City of Lodi,
California

Prepared by:

Project Landscape Architect

Approved by:

Caltrans District Landscape Architect

I. PURPOSE OF STUDY

The purpose of this study is to assess the visual impacts of the proposed project and to propose measures to mitigate any adverse visual impacts associated with the construction of the Hutchins Street Improvements on the surrounding visual environment.

II. PROJECT DESCRIPTION

The project proposes to reconstruct a 0.3-mile-long section of Hutchins Street from Lodi Avenue to Pine Street. Hutchins Street within project limits is a two-lane street in the central part of the City, and it passes by the City's Hutchins Street Square community center. Hutchins Street is narrow in places and has abrupt pavement transitions; furthermore, the existing pavement has extensive cracks and is past its service life.

Improvements would occur within existing right-of-ways with existing curb, gutter and sidewalk with the exception of minor street widening at the east end of the project. There will some minor work at some intersections including bulb outs and corner cutoffs to accommodate handicapped accessible ramps and to improve pedestrian safety. Implementation of the project will assist traffic flow by improving pavement surface and installing pedestrian.

The overall purpose of the proposed project is to repair areas of failed or damaged pavement, to extend the service life of Hutchins Street, and to add safety elements that would benefit both motorists and pedestrians. All construction work will be done on paved and previously-disturbed areas within existing City right of way. There will be no change in property access when the project is completed.

Several existing street trees will need to be removed to accommodate the proposed improvements. These include (7) large Date Palms (Phoenix canariensis) that provide a degree visual character and continuity to the street. In addition, (10) Pistache Trees (Pistachia chinensis) are to be removed, however all but two of which are newly planted. Finally (2) Crape Myrtles (Lagerstroemia indica), (1) Fan Plam (Washingtonia fililfera) and (1) Alder (Alnus cordata) are to be removed, although these are young, or insignificant species.

III. ASSESSMENT METHOD

The visual assessment begins with an analysis of the existing landscape. This analysis establishes a frame of reference for the comparison of the visual effects of the proposed project and with the determination of the significance of the effects. Visual character, including the visual attributes of form, line, color and texture to derive visual patterns, such as dominance, scale, diversity and continuity will be assessed. In addition. the components of the regional landscape that set it apart from other regional landscapes include landform, land cover, water, vegetation and the man-made environment are assessed. The process

used in this visual impact study generally follows the guidelines outlined in the publication "Visual Impact Assessment for Highway Projects", Federal Highway Administration (FHWA), March 1981.

Following the assessment of the existing landscape conditions, there is an analysis of the project's proposed post construction landscape. The analysis will assess the post construction landscape in the same process that the existing landscape is analyzed. From this, a qualitative comparison between pre and post construction can be made. Due to the small scale of the project and homogenous setting of the site, there is one vieweshed and one view point for the entire project.

A. VISUAL ENVIRONMENT OF THE PROJECT

1. Project Setting

The regional landscape establishes the general visual environment of the project, but the specific visual environment upon which this assessment will focus is determined by defining landscape units and the project viewshed.

2. Landscape Units

A landscape unit is a portion of the regional landscape and can be thought of as an outdoor room that exhibits a distinct visual character. A landscape unit will often correspond to a place or district that is commonly known among local viewers.

3. Project Viewshed

A viewshed is a subset of a landscape unit and is comprised of all the surface areas visible from an observer's viewpoint. The limits of a viewshed are defined as the visual limits of the views located from the proposed project. The viewshed also includes the locations of viewers likely to be affected by visual changes brought about by project features.

B. EXISTING VISUAL RESOURCES AND VIEWER RESPONSE

1. FHWA Method of Visual Resource Analysis

Physical/Visual Character – Visual character is descriptive and non-evaluative which means it is based on defined attributes that are neither good nor bad in themselves. A change in visual character cannot be described as having good or bad attributes until it is compared with the viewer response to that change. If there is public preference for the established visual character of a regional landscape and a resistance to a project that would contrast that character, then changes in the visual character can be evaluated. The four criteria for evaluating visual quality can be defined as follows:

Landform - The topographical features of the project area and the uniqueness of the form, pattern and edge identification.

Vegetation - The type and magnitude ofvegetative cover within the project area.

Water - The resources in the project area, whether this resources are affected directly, indirectly or not at all by the proposed project.

Color - The elements of visual pattern on the surrounding project element of soil, vegetation and landforms.

Perceptual Quality – Visual quality is evaluated by identifying the vividness, intactness and unity present in the viewshed. The FHWA states that this method should correlate with public judgments of visual quality well enough to predict those judgments. This approach is particularly useful in highway planning because it does not presume that a highway project is necessarily an eyesore. This approach to evaluating visual quality can also help identify specific methods for mitigating specific adverse impacts that may occur as a result of a project. The three criteria for evaluating visual quality can be defined as follows:

Vividness is the visual power or memorability of landscape components as they combine in distinctive visual patterns.

Intactness is the visual integrity of the natural and man-built landscape and its freedom from encroaching elements. It can be present in well-kept urban and rural landscapes, as well as in natural settings.

Unity is the visual coherence and compositional harmony of the landscape considered as a whole. It frequently attests to the careful design of individual components in the landscape.

2. Methods of Predicting Viewer Response

Viewer response is composed of two elements: viewer sensitivity and viewer exposure. These elements combine to form a method of predicting how the public might react to visual changes brought about by a highway project.

Viewer Sensitivity is defined both as the viewers' concern for scenic quality and the viewers' response to change in the visual resources that make up the view. Local values and goals may confer visual significance on landscape components and areas that would otherwise appear unexceptional in a visual resource analysis. Even when the existing appearance of a project site is uninspiring, a community may still object to projects that fall short of its visual goals. Analysts can learn about these special resources and community aspirations for visual quality through citizen participation procedures, as well as from local publications and planning documents.

Viewer Exposure is typically assessed by measuring the number of viewers exposed to the resource change, type of viewer activity, the duration of their view, the speed at which the viewer moves, and the position of the viewer. High viewer exposure heightens the importance of early consideration of design, art, and architecture and their roles in managing the visual resource effects of a project.

C. VISUAL IMPACT ASSESSMENT

1. Method of Assessing Project Impacts

The visual impacts of project alternatives are determined by assessing the visual resource change due to the project and predicting viewer response to that change. Visual resource change is the sum of the change in visual character and change in visual quality. The first step in determining visual resource change is to assess the compatibility of the proposed project with the visual character of the existing landscape. The second step is to compare the visual quality of the existing resources with projected visual quality after the project is constructed. The viewer response to project changes is the sum of viewer exposure and viewer sensitivity to the project as determined in the preceding section. The resulting level of visual impact is determined by combining the severity of resource change with the degree to which people are likely to oppose the change.

2. Definition of Visual Impact Levels

Low - Minor adverse change to the existing visual resource, with low viewer response to change in the visual environment. May or may not require mitigation.

Moderate - Moderate adverse change to the visual resource with moderate viewer response. Impact can be mitigated within five years using conventional practices.

Moderately High - Moderate adverse visual resource change with high viewer response or high adverse visual resource change with moderate viewer response. Extraordinary mitigation practices may be required. Landscape treatment required will generally take longer than five years to mitigate.

High - A high level of adverse change to the resource or a high level of viewer response to visual change such that architectural design and landscape treatment cannot mitigate the impacts. Viewer response level is high. An alternative project design may be required to avoid highly adverse impacts.

3. Analysis of Key Views

Because it is not feasible to analyze all the views in which the proposed project would be seen, it is necessary to select a number of key viewpoints that would most clearly display the visual effects of the project. Key views also represent the primary viewer groups that would potentially be affected by the project.

IV. VISUAL IMPACT ASSESSMENT

The evaluation of each view, a total of one for this project, is consistent with FHWA guidelines and tables. The view is first assessed by the existing visual quality prior to construction. This assessment uses a perceptual quality factor table, a physical quality factor table, and a sensitivity to change table. Then the evaluation assesses the proposed post construction impacts at each view. The final determination is made by comparison of the existing and post construction visual analysis evaluation tables. The evaluation tables are shown at the end of this document and include both existing and post construction impact levels for quick reference. Finally, the assessment contains a summary review of the findings and mitigation recommendations for the entire project.

A. Assessment #1- Residential Zone View Analysis. Refer to Exhibits 'A' and 'B' for analysis map and images.

Existing Conditions- Hutchins Street is a one lane (each direction) largely residential street that includes a high school and several small businesses. Primary viewer groups include area Residents and Community Center Visitors and Staff. The posted speed limit for Hutchins Street is 30 m.p.h. The tree canopy over the street is very inconsistent, beginning with closely spaced Sycamore trees along the north block, then transitioning to prominently Pistache trees along the middle two blocks and finally thinning to relatively no tree canopy along the south block. Random placement of (10) large Date Palms (Phoenix canariensis) along the street provide a degree visual character and continuity.

Existing Perceptual Quality Factors- The evaluation of the existing conditions show Moderate vividness, intactness and unity. As Hutchins is an older residential street that has seen incremental change and construction improvements over the years, much of the original unity and continuity of the street no longer exists, however remaining pieces somewhat provide a perceivable pattern. Key to the coherency of the tree canopy is the continuous plantings of Sycamore and Pistache trees punctuated by random plantings of mature date palms.

Existing Physical/Visual Quality Factors- The existing site is flat, containing no land forms or water. Vegetation is moderately diverse stemming from diverse tree and shrub & groundcover types. Color is also moderate as the moderately diverse vegetation, provides diverse color of landscape.

Existing Sensitivity to Change Factors- Form, line and intactness are Moderate to Low as this is an urban grid patterned residential street. Color contrast and texture are also moderate to low as there are perceivable patterns in color and form and texture.

Post Construction Conditions- See Exhibit 'A' for graphic of project improvements. The project proposes to widen the east side of Hutchins Street between West Oak and West Lodi Streets to provide additional on-street parking as well as continuity of width with the southern length of Hutchins Street. Similarly, the west side of Hutchins Street between West Walnut and West Lodi streets will be widened. This widening will require the removal of several existing street trees. These include (7) large Date Palms (Phoenix canariensis) that provide a degree visual character and continuity to the street. In addition, (10) Pistache Trees (Pistachia chinensis) are to be removed, however all but two of which are newly planted. Finally (2) Crape Myrtles (Lagerstroemia indica), (1) Fan Palm (Washingtonia fililfera) and (1) Alder (Alnus cordata) are to be removed, although these are young, or insignificant species.

Conclusion- In comparing the existing and proposed view evaluations, the project will have minor visual impact on the effect on the landscape. The primary visual impact comes from the removal of (7) large date palms with do provide a degree visual character and continuity to the street. Below are the the evaluation tables with both existing and proposed view evaluations.

PERCEPTUAL QUALITY FACTORS					
	High Quality	**Moderate Quality**	**Low Quality**	**Existing View Evaluation**	**Proposed View Evaluation**
Vividness	Highly memorable. Elements combine is strong visual patterns. Presence of distinct focal points	Somewhat memorable. Elements form perceivable pattern	Not memorable. Elements appear random with no perceivable pattern.	**Moderate**	**Moderate/ Low**
Intactness	High integrity of visual pattern. The extent to which the landscape is free from visual encroachments.	Moderate integrity of visual pattern. Visual elements begin to encroach into the landscape.	Low integrity of visual pattern. Encroaching visual elements create an eyesore to viewers.	**Moderate**	**Moderate**

Unity	High degree of visual unity. Visual elements of the landscape join to form a coherent visual pattern.	Moderate degree of visual unity. Some relationship between visual elements.	Low degree of visual unity. Visual elements do not form a coherent pattern. The landscape appears disjointed.	**Moderate**	**Moderate**

PHYSICAL/ VISUAL QUALITY FACTORS					
	High Quality	**Moderate Quality**	**Low Quality**	**Existing View Evaluation**	**Proposed View evaluation**
Landform	Detail features dominant, striking creating striking visual interest.	Detail features are interesting, though not dominant or striking.	Few or no interesting landscape features.	**Low**	**Low**
Vegetation	Many vegetation types (>5) expressed by different forms textures and patterns.	Diverse vegetation types (3-5), but only one or two major types	Few vegetation types (<3).	**Moderate**	**Moderate**
Water	Clear and clean, appearing still or cascading white water, any of which are a dominant feature in the landscape.	Flowing or still, but not dominant in the landscape.	Absent, or present but not noticeable.	**Low**	**Low**
Color	Numerous (>5) colors in the rock, soil, vegetation or water.	Some colors (3-5) but not a dominant element.	Few co.lor variations (<3) with generally muted tones.	**Moderate**	**Moderate**

SENSITIVITY TO CHANGE FACTORS					
	High Quality	**Moderate Quality**	**Low Quality**	**Existing View Evaluation**	**Proposed View evaluation**
Form	Single dominant form.	Many similar forms.	Many different forms.	**Moderate/ Low**	**Moderate/ Low**
Line	Curvilinear.	Naturally geometric.	Man-made geometric.	**Low**	**Low**
Color Contrast	Dominant Mono-color.	Consistent variety of color contrast.	Overwhelming variety of color contrast.	**Moderate/ Low**	**Moderate/ Low**
Texture	Dominant Mono-texture.	Consistent variety of textures creating a perceivable pattern.	Overwhelming variety of textures in a chaotic pattern.	**Moderate/ Low**	**Moderate/ Low**
Intactness	Natural	Disturbed	Scarred	**Moderate**	**Moderate**

V. PROPOSED VISUAL MITIGATION

Caltrans and the FHWA mandate that a qualitative/aesthetic approach be taken to mitigate for visual quality loss in the project area. This approach fulfills the letter and the spirit of FHWA requirements because it addresses the actual cumulative loss of visual quality that will occur in the project viewshed when the project is implemented. It also constitutes mitigation that can more readily generate public acceptance of the project.

The following proposed mitigation recommendations are intended to reduce visual impacts from the Hutchins Street reconstruction project to a less than significant level:

Plant box sized replacement trees of similar species and number to the character trees removed within or directly adjacent to the project boundary. Character trees are defined as the (7) large Date Palms that are proposed to be removed. Replacement trees may be planted in any combination of the following proposed areas within or directly adjacent to the project boundary:

- Within existing separated sidewalk planting strips
- Behind existing or newly created sidewalks
- Within newly created street bulb-outs

VI. REFERENCES

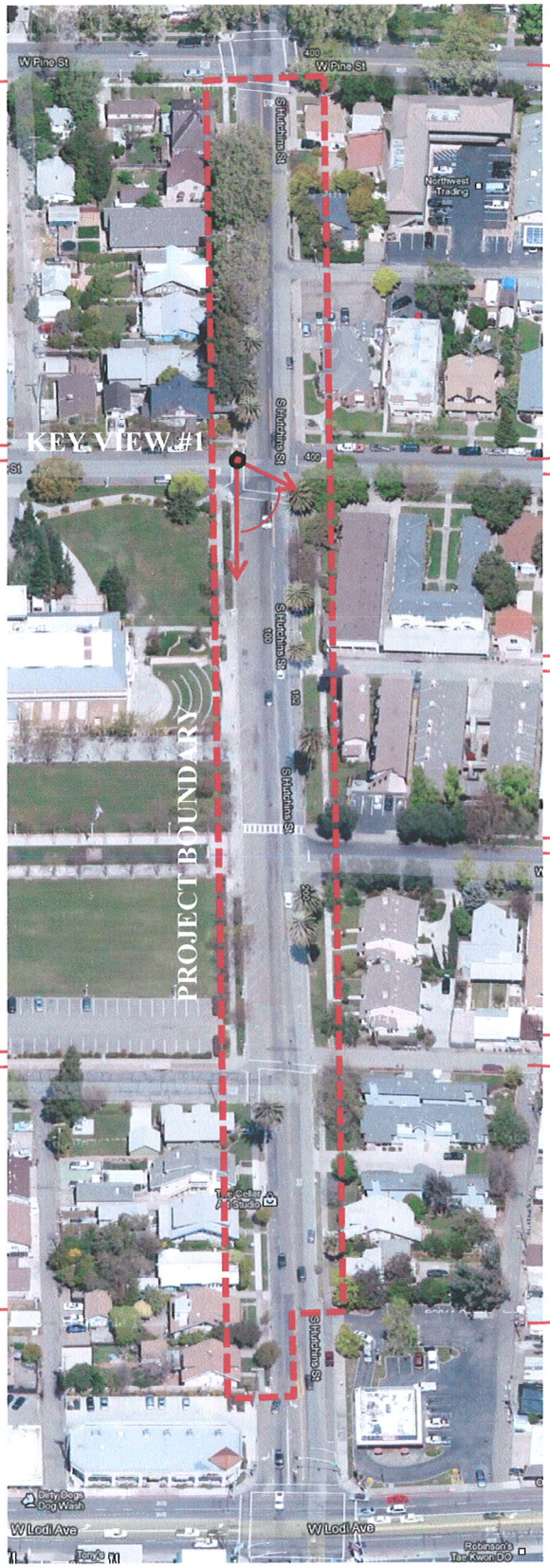
U.S.D.O.T., Federal Highway Administration, Office of Environmental Policy, Visual Impact Assessment for Highway Projects, U. S. Department of Transportation Washington D. C. March 1981.

EXHIBIT 'A'

Curb and sidewalk proposed to be replaced in existing location. No change in west side street width. No Street Trees to be removed.

Pedestrian bulb-outs proposed at street corners. No change is west side street width. No Street Trees to be removed.

Pedestrian bulb-outs proposed at street corners. West side of street is proposed to be widened to match existing width of street south of project boundary. (1) large Date Palm and (2) small Crape Myrtle trees are proposed to be removed.



Curb and sidewalk proposed to be replaced in existing location. No change in east side street width. No Street Trees to be removed.

Pedestrian bulb-outs proposed at street corners. East side of street is proposed to be widened to accommodate 45 degree parking stalls to match condition on west side of street. (3) large Date Palms and (2) medium Chinese Pistache trees are proposed to be removed.

Pedestrian bulb-outs proposed at street corners. East side of street is proposed to be widened to accommodate 45 degree parking stalls to match condition on west side of street. (1) large Date Palm and (3) newly planted Chinese Pistache trees are proposed to be removed.

Pedestrian bulb-outs proposed at street corners. East side of street is proposed to be widened to accommodate 45 degree parking stalls to match condition on west side of street. (2) large Date Palms and (5) newly planted Chinese Pistache trees are proposed to be removed.

Pedestrian bulb-outs proposed at street corners. East side of street is proposed to be widened to match existing width of street south of project boundary. (1) small fan Palm and (1) medium Alder tree are proposed to be removed.

EXHIBIT 'B'

Key View #1 before proposed removal of street trees identified in Exhibit'A'.

Key View #1 after proposed removal of street trees identified in Exhibit 'A'.

AGENDA ITEM C-15

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Set a Public Hearing for March 21, 2012, to approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program.

MEETING DATE: March 7, 2012

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set a public hearing for March 21, 2012 to approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

In May 2009, the Council approved the 2009-14 CDBG Consolidated Plan, a five-year plan for identifying and addressing community needs. The Consolidated Plan contains an assessment that defines housing and community development needs for low-income persons and families, as well as a variety of special needs populations, including homeless, elderly, and disabled persons. The needs assessment is based on Census data, other available data sources, and input from community residents and service providers. The second component of the Consolidated Plan is a strategic plan, which lays out the City's method for expending CDBG funds over the five-year period and sets goals and priorities for each type of eligible activity.

The Action Plan is the Consolidated Plan's annual implementing document and provides a detailed description of each activity proposed for the fiscal year, as well as the City's CDBG budget and goals for the fiscal year.

Funding Allocation

The City will receive $630,001 in CDBG funds for 2012/13, a 6.7 percent reduction from 2011/12. That annual allocation is being supplemented with an additional $111,540 in Program Income, for a total funding amount for 2012/13 of $741,541. The City Council has a policy of allocating 40 percent of the annual CDBG award (net of administrative costs) to community-based organizations (CBOs), with the remainder going to City projects. There is a 15 percent Public Service Cap on the combined allocation for 2012/13.

The distribution of funds will be as follows:

City projects	$369,325
CBO projects	$246,216
Administration	$126,000 *(20% of the 2012/13 Annual allocation)*
TOTAL	**$741,541**

15% Service Cap	$115,414

APPROVED: _____

Konradt Bartlam, City Manager

Next Steps

Upon completion of the initial public hearing, the Draft Action Plan will be available for public review and comment and will be brought back for final approval on May 2, 2012. The adopted Action Plan document must be submitted to HUD no later than May 15, 2012 in order to receive funding beginning July 1, 2012. City staff is actively working on the draft Action Plan document. The application process for CDBG funding lasted from January 11 through February 8, 2012. A summary of the applications received during that time period will be provided during a Shirtsleeve Session scheduled for March 6, 2012.

FISCAL IMPACT: The Action Plan document is being completed as a pre-award activity that is reimbursed through the City's CDBG administrative allocation from HUD.

FUNDING AVAILABLE: Community Development Block Grant Program Administration

_____
Jordan Ayers, Deputy City Manager

_____
Konradt Bartlam
Community Development Director

KB/jw

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

AGENDA ITEM H-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Post for Vacancies on the Lodi Animal Advisory Commission

MEETING DATE: March 7, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for vacancies on the Lodi Animal Advisory Commission.

BACKGROUND INFORMATION: Two terms on the Lodi Animal Advisory Commission recently expired with neither member applying for reappointment. During that posting period, no other applications were received, and it is recommended that Council direct the City Clerk to re-post for these now vacation positions.

Additionally, the bylaws of the Animal Commission state that any member who misses three consecutive regular meetings of the Commission without leave of absence from the Commission expressed in its official minutes shall be deemed to have vacated the office. One member has missed in excess of that, and at the request of the Lodi Animal Advisory Commission, it is recommended that the City Council direct the City Clerk to post for that vacancy. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Lodi Animal Advisory Commission

VACANT (Blackston)	Term expired December 31, 2011
VACANT (Castelanelli)	Term expired December 31, 2011
Manuel Martin	Term to expire December 31, 2013

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager

council/councom/Posting1.doc

AGENDA ITEM **I-01**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 2 Project and Appropriating Funds ($5,690,000):

A. Teichert Construction, of Roseville, for Construction ($4,199,640)
B. RMC Water and Environment, of Walnut Creek, for Construction Administration Services ($416,993)
C. National Meter and Automation, Inc., of Santa Rosa, for Meter Assemblies and Field Documentation ($527,199)

MEETING DATE: March 7, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreements with the following entities for the Water Meter Program Phase 2 Project and appropriating funds in the amount of $5,690,000:

A. Teichert Construction, of Roseville, for construction, in the amount of $4,199,640
B. RMC Water and Environment, of Walnut Creek, for construction administration services, in the amount of $416,993
C. National Meter and Automation, Inc., of Santa Rosa, for meter assemblies and field documentation, in the amount of $527,199

BACKGROUND INFORMATION: At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted. The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters and shorten the time period during which customers would be paying for water on flat rate versus on usage base.

A. Construction Contract

At the October 20, 2010 City Council meeting, a seven-year construction phasing was approved and the property owner meter payment was capped at $300 per parcel. The first of seven construction projects was awarded by Council in March 2011 and included the installation of 3,698 meters and the replacement of 4,220 feet of water main. The project area for Phase 2 is presented in Exhibit A and includes the installation of 2,111 meters and the replacement of 26,350 feet (five miles) of water main.

Specifications for this project were approved on December 21, 2011. The City received the following 12 bids for this project on February 8, 2012.

APPROVED: _____
Konradt Bartlam, City Manager

Bidder	Location	Bid
Engineer's Estimate		$5,739,835
Teichert Construction	Roseville	$4,199,640
Navajo Pipelines	Sacramento	$4,411,230
Knife River Construction	Stockton	$4,496,395
Mountain Cascade	Livermore	$4,598,370
Vinciguerra Construction	Jackson	$4,733,820
Mozingo Construction	Oakdale	$4,769,280
Marques Pipeline	Sacramento	$4,985,995
Preston Pipelines	Milpitas	$5,318,775
Vulcan Construction	Fresno	$5,493,331
Arrow Construction	Sacramento	$5,624,429*
Pacific Underground	San Jose	$5,750,517
West Valley Construction	San Jose	$7,324,961

*Corrected Total

B. Construction Administration Services

Staff recommends RMC Water and Environment , of Walnut Creek, perform construction administration services. As the design engineer for this project, RMC is ideally suited to perform these duties. This is a time-and-materials contract with a not-to-exceed maximum of $416,993. This contract price is approximately two times the Phase 1 Construction Administration Services price because the amount of pipe installation is six times that of Phase 1.

C. Water Meter Assemblies

National Meter and Automation, Inc., of Santa Rosa, is the local supplier for Badger Meter, Inc., of Milwaukee, that was approved by City Council on August 4, 2010, as the sole source provider of water meters to the Water Meter Program. Staff, along with RMC, has negotiated the necessary terms and requirements of the water meter assemblies' procurement and related field services. Field services include the delivery of meters to the City and recordation of model, serial number, address, and location of approximately 2,300 meters to be installed with the Phase 2 project. The total contract amount is $527,199.

Appropriation

The total project appropriation is $5,690,000 and includes the contracts described above, Public Works Engineering staff costs and contingency, as summarized below. A portion of the contingency funds will be used to install meters on selected apartment buildings to validate meter sizing calculations.

Budget Item	Amount
Construction Contract	$4,199,640
National Meter Purchase	$527,199
RMC Construction Management	$416,993
Public Works Engineering	$30,000
Total	**$5,173,832**
Project Contingency	$516,168
Project Total Budget	**$5,690,000**

FISCAL IMPACT: Water main leak and service repairs will be reduced. No additional costs will be incurred for reading of the meters as they are automatically read concurrent with the reading of the electric meters.

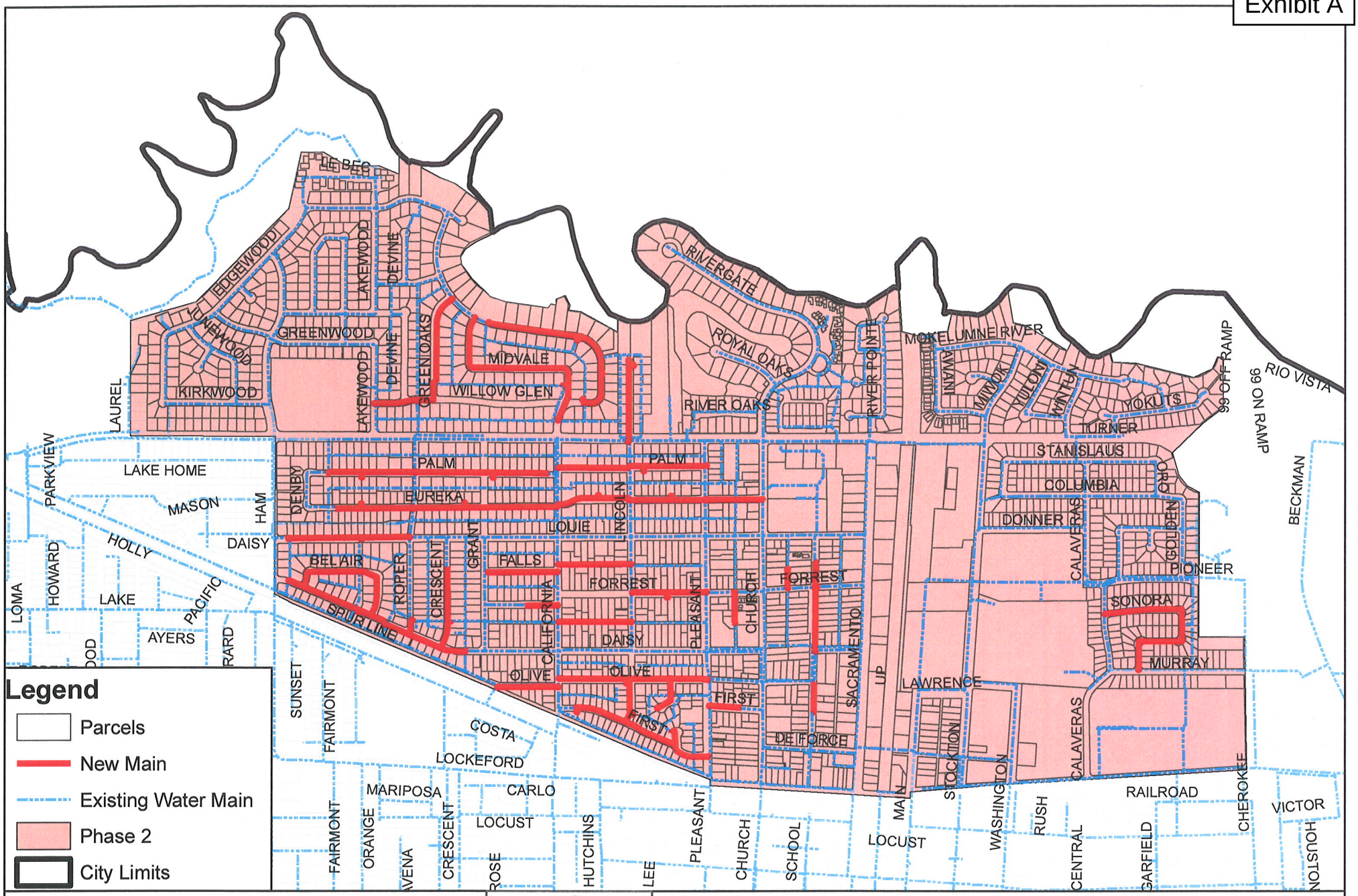
FUNDING AVAILABLE: Requested Appropriation:
Water Capital Fund (181): $5,690,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

cc: Charles Swimley, Deputy Public Works Director
Tony Valdivia, RMC Water and Environment

Exhibit A



City of Lodi: Water Meter Program Phase 2

CITY OF LODI, CALIFORNIA

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

W I T N E S S E T H :

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

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

Notice Inviting Bids	The May 2006 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary to construct approximately 24,250 lineal feet of 8-inch, 6-inch, and 4-inch replacement water main and approximately 2,100 water meter assemblies, and other incidental and related work, in accordance with Plans and Specifications for "Water Meter Program Phase 2".

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
	Water Main Replacement				
1	Construction Notifications	LS	1	$10,000.00	$10,000.00
2	Excavation Safety/Shoring and Bracing	LS	1	$20,000.00	$20,000.00
3	Storm Water Pollution Prevention Plan and Construction Site Monitoring and Reporting Plan	LS	1	$12,000.00	$12,000.00
4	Traffic Control	LS	1	$20,000.00	$20,000.00
5	Install 8" Water Pipeline	LF	22,700	$51.00	$1,157,700.00
6	Install 6" Water Pipeline	LF	2,850	$40.00	$114,000.00
7	Install 4" Water Pipeline	LF	400	$54.00	$21,600.00
8	Install Additional 8" Ductile Iron Water Main	LF	200	$90.00	$18,000.00
9	Install Additional 6" Ductile Iron Water Main	LF	100	$89.00	$8,900.00
10	Install Additional 4" Ductile Iron Water Main	LF	100	$88.00	$8,800.00
11	Install 8" Water Valve	EA	55	$1,700.00	$93,500.00
12	Install 6" Water Valve	EA	38	$1,550.00	$58,900.00
13	Install 4" Water Valve	EA	2	$1,400.00	$2,800.00
14	Hot Tap Connection 12" x 8" with 8" Tapping Valve	EA	2	$1,600.00	$3,200.00
15	Hot Tap Connection 10" x 8" with 8" Tapping Valve	EA	3	$1,450.00	$4,350.00
16	Hot Tap Connection 8" x 8" with 8" Tapping Valve	EA	7	$1,440.00	$10,080.00
17	Hot Tap Connection 12" x 6" with 6" Tapping Valve	EA	4	$1,300.00	$5,200.00
18	Hot Tap Connection 6" x 6" with 6" Tapping Valve	EA	20	$1,250.00	$25,000.00
19	Hot Tap Connection 6" x 4" with 4" Tapping Valve	EA	2	$1,200.00	$2,400.00
20	Hot Tap Connection 4" x 4" with 4" Tapping Valve	EA	2	$1,200.00	$2,400.00
21	Connect New Main to Existing Main	EA	17	$4,000.00	$68,000.00
22	Cap and Abandon Existing Main Connection	EA	100	$1,250.00	$125,000.00
23	Install Fire Hydrant Assembly	EA	13	$3,800.00	$49,400.00
24	Reset Existing Fire Hydrant Assembly	EA	9	$2,900.00	$26,100.00
25	Install Blow-off	EA	4	$1,200.00	$4,800.00
26	Restore Additional Asphalt Concrete	SF	25,000	$3.50	$87,500.00
	Meter Installations				
27	Install Meter Class A	EA	427	$65.00	$27,755.00

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
28	Install Meter Class B	EA	168	$360.00	$60,480.00
29	Install Meter Class C	EA	464	$550.00	$255,200.00
30	Install Meter Class D	EA	154	$600.00	$92,400.00
31	Install Meter Class E	EA	853	$1,400.00	$1,194,200.00
32	Install Meter Class E - Alternate connection	EA	30	$1,950.00	$58,500.00
33	Install Meter Class E - Alternate connection, Existing Box	EA	15	$1,300.00	$19,500.00
34	Install Large Water Service - Class B, C, D Add On	EA	10	$650.00	$6,500.00
35	Install Large Water Service - Class E Add On	EA	10	$1,100.00	$11,000.00
36	Replace Angle Meter Stop Valves	EA	150	$100.00	$15,000.00
37	Upgrade to Traffic Rated Water Meter Box	EA	60	$70.00	$4,200.00
38	Install Additional 1-inch Service Line	LF	1,000	$31.00	$31,000.00
39	Install Additional 1.5-inch Service Line	LF	500	$32.00	$16,000.00
40	Install Additional 2-inch Service Line	LF	200	$33.00	$6,600.00
41	Install Additional Water Service Tap	EA	15	$320.00	$4,800.00
42	Abandon Existing Service	EA	15	$125.00	$1,875.00
43	Construct Concrete Surface Restoration	SF	4,500	$8.00	$36,000.00
44	Construct Additional Surface Restoration	Allowance	1	$250,000.00	$250,000.00
45	Mobilization/Demobilization (Mobilization: Max 2.5% of total contract, Demobilization: Min 2% of total contract)	EA	1	$149,000.00	$149,000.00
				TOTAL	$4,199,640.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 210 CALENDAR DAYS or the date stipulated in the Notice to Proceed.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

_____

By:_____

_____
Title

(CORPORATE SEAL)

CITY OF LODI

By:_____
Konradt Bartlam
City Manager

Date:_____

Attest:

_____
City Clerk

Approved As To Form

_____
D. Stephen Schwabauer
City Attorney

City of Lodi Water Meter Program

Task Order No. 4

Phase 2 Construction Management Services

Exhibit A - Detailed Scope of Work

The City of Lodi (City) Water Meter Program (WMP) Phase 2 Water Meter Installation and Main Replacement Project consists of the construction/installation of the following:

- Approximately 26,350 lineal feet of water main to replace existing, undersized mains located in backyard easements.
- Approximately 2,111 residential water meters and related water service improvements.

This Scope of Work (SOW) for construction management services associated with the City's WMP Phase 2 project includes four tasks described below for the various work components and the responsible person(s), the applicable work phase and duration for the task, the deliverables, and assumptions used in developing the scope of work and associated level of effort included in the budget. The performance of this SOW by Consultant is for the sole benefit of the City and shall not be relied upon or used by any third party without the express written consent of the City and Consultant.

Basis for Scope and Fee: The basis for the scope and level of effort shown in the budget is a construction contract duration of 210 calendar days (approximately 147 working days or 30 weeks), extending from March to October 2012. It is also assumed for staffing and level of effort estimates that there will be up to three pipeline construction crews for water main installation and up to one meter installation crew. This assumption has dictated assumed staffing for the project, which may need to be adjusted based on the contractor's actual crew deployment during construction.

Task 1 – Engineering Services During Construction (ESDC)

Purpose: The Consultant shall provide engineering services during construction to address review and respond to contractor submittals, prepare record drawings and to provide overall technical support to the City. The ESDC effort will be led by Tom Dugan (Resident Engineer - RE) and supported by the WMP Phase 2 design team of Mike Matson (Senior Reviewer), Kevin Smith (Project Manager), and Victor Alaniz (CAD Production).

Phase/Duration: Entire Contract Period; March - October 2012

Task 1.1 – Submittal Review

Consultant will review contractor submittals for compliance with the Contract Documents. Consultant will process submittals that require the engineer of record's review and approval. Consultant will prepare written submittal review comments for each submittal and provide the City submittal recommendations.

Assumptions:

- The level of effort is limited to the budgeted hours

Deliverables:

- Submittal review written comments and action recommendation (e.g. Make Corrections

Noted) on City standard form.

Task 1.2 – Clarifications and RFI Responses

Consultant will provide technical responses to contractor requests for information (RFIs), technical support to resolve field issues and conflicts and prepare Contract Document Clarifications (CDC) to clarify requirements of the work. Consultant will respond to RFIs and clarification requests as needed or as directed by the RE. Consultant may conduct site visits to gain an understanding of field issues if required.

Assumptions:

- The level of effort is limited to the budgeted hours

Deliverables:

- Written design clarifications and RFI responses to drawings and/or specification using standard RMC forms

Task 1.3 – Record Drawings

Consultant will prepare record drawings from the contractor's as-built WMP Phase 2 drawings.

Asssumptions:

- Contractor as-built markups will be of sufficient content and quality for drafting into CAD files

Deliverables:

- Hard Copy: One (1) full size vellum drawing set
- Electronic: One PDF file set of drawings and the specifications, and one set of AutoCAD files

Task 1.4 – Permit Registration Documents (PRD)

Prior to the start of construction activity, the City of Lodi must apply for coverage under the General Construction Storm Water Permit (2009-0009-DWQ). The City will be required to file completed Permit Registration Documents (PRDs) and receive the State Water Resources Control Board (SWRCB) approval by being issued a Waste Discharger Identification number (WDID).). The PRDs, along with SWPPP, will be prepared by the contractor and treated as a submittal. Consultant will support the City in reviewing the completeness and accuracy of the PRDs and SWPPP. The Contractor will serve as the "Data Submitter" and be responsible for uploading the documents to the SMARTS. The City will serve as the Legally Responsible Person (LRP) and will review the Consultant comments prior to the submittal being returned to the contractor.

Assumptions:

- The level of effort is limited to the budgeted hours

Deliverable:

- Consultant shall prepare written submittal review comments on the contractor's PRD, SWPPP, SWPPP amendments, reports, and filings for Notice of Termination (NOT).

Task 2 – Contract Administration

Purpose: The Consultant shall provide construction contract administration services throughout the WMP Phase 2 construction period. Services will include the subtasks described below. Contract administration activities will be led by Tom Dugan (RE) and supported by RMC and Nolte Vertical Five

(NV5) staff.

Phase/Duration: Entire Contract Period; March - October 2012 plus a one month closeout period.

Task 2.1 -Contract Award

The Consultant will support the City as needed during contract award and execution of the contract. Consultant activities during this period may include assisting the City with processing and reviewing the contractor's performance and payment bonds, and insurance certificates for general liability and property damage insurance, and workers' compensation.

Assumptions:

- The level of effort is limited to the budgeted hours

Task 2.2 - Pre-Construction Meeting

The Consultant will organize, prepare for and conduct the pre-construction meeting between the Contractor, Consultant, the City Construction Project Manager (CPM) and other key City staff.

Deliverable:

- Pre-Construction Meeting Agenda and Minutes

Task 2.3 - Monthly Progress Payment

The Consultant will review the Contractor's monthly payment request and recommend an action to the CPM, who will be responsible for approving the Contractor's monthly payment request. As a part of the pay request review process, Consultant will review contractor record drawing markups, monthly construction schedule update, dust control effectiveness and SWPPP implementation and make recommendations for withholding payment if these items are not in conformance with the Contract Documents.

Assumptions:

- Up to seven (7) monthly progress payment requests will be processed.

Deliverable:

- Monthly written pay request comments and recommended City action on City payment request form.

Task 2.4 - Contract Change Orders

The Consultant will be responsible for managing contract change order processing. The Consultant will identify potential contract change orders (PCOs) and coordinate with the CPM and Contractor regarding the PCO. The Consultant and CPM will meet with the Contractor to negotiate changes to the construction contract cost and schedule associated with the PCO. The Consultant will prepare a recommendation for action to the City for resolving the PCO and prepare contract change order documentation for acceptance by the City. Consultant will track all change orders through project acceptance.

The Consultant will review proposed construction change orders involving changes to the design intent. The Consultant ESDC staff will prepare design details, documentation and construction cost estimates as requested for change orders.

Assumptions:

- Up to two change orders will be processed for City approval

- Change orders will consist of an aggregation of PCO items consolidated into a single Change Order

Deliverable:

- PCO/CCO tracking log in MS Excel format
- Contract Change Order documentation

Task 2.5 - Schedule Review

The Consultant will review the contractor's initial baseline schedule and subsequent schedule updates. The review will include evaluation of schedule activities, logic, durations, critical path items, incorporation of constraints and requirements, progress of the construction.

Assumptions:

- Up to seven total schedule submittals (initial and updates) will be submitted by contractor

Deliverable:

- Written comments to the Contractor on the baseline and monthly schedule updates

Task 2.6 - Construction Progress Meetings

The Consultant will schedule and conduct monthly construction progress meetings with the CPM and Contractor. The Consultant will also informally meet with the contractor regularly to discuss progress and expected upcoming activity.

Assumptions:

- Up to seven (7) monthly progress meetings will be conducted by Consultant
- Lead inspector time for progress meetings is included in Task 3.1

Deliverable:

- Monthly construction meeting agenda and minutes in .pdf format via email

Task 2.7 - Public Noticing Support

The Consultant will support and oversee noticing tasks required of the Contractor ahead of work in areas of the City. The Consultant will review contractor notices and ensure that the contractor performs noticing as required in the Contract Documents. Consultant will develop and post to the City web page monthly construction fliers informing residents of the construction status and prepare and distribute up to 10 additional supplemental noticing documents. The Contractor will separately prepare and distribute construction notices to residents ahead of commencement of construction work in the affected neighborhood.

Assumptions:

- RE will support contractor and lead inspector efforts in public noticing to the level of effort in the Task 2.9 budget
- Lead inspector time for public noticing support is included in Task 3

Deliverable:

- Construction updates for City webpage posting
- Up to 10 supplemental notices in door hanger format

Task 2.8 - Meter Assembly Procurement Management

The Consultant will assist the City in reviewing the meter assembly manifests and condition of

the meters at time of delivery to the Contractor's warehouse. The Contractor will have ultimate responsibility for scheduling meter assembly deliveries with the meter supplier, and keeping the Consultant and/or City informed of the meter assembly delivery schedule.

Deliverable:

- Reviewed meter assembly manifests

Task 2.9 - Project Closeout

Prior to final acceptance, the CPM, Consultant, and contractor will conduct a site walk and prepare an official punch list of all incomplete contract work items that the contractor must correct. The Consultant will also review the contractor's as-built records and confirm that all contract documents (i.e. warranties and guarantee) are complete and accurate. The Consultant will review the contractor's final pay request and prepare a letter of recommendation that the City accept the Contract work for the project.

Deliverables:

- Punch list of Incomplete Contract work items
- Letter of Recommendation for acceptance the Contract work for the project.

Task 3 – Field Observation Activities

Purpose: The Consultant will provide limited inspection services throughout the construction period. Services will include general field observation and inspection tasks, mainline and meter installation inspection and/or observation, and providing and coordinating specialty inspections and testing for the project. The task lead will be Bill Ballou (Lead Field Inspector).

Phase/Duration: Entire Contract Period; March - October 2012

Task 3.1 - Monitor Field Activity

The Consultant will direct and coordinate field observation services necessary to monitor compliance with the Contract Documents. The Consultant is responsible for directing and documenting field inspections and observations consistent with the requirements of the Contract Documents. The Consultant will document construction activity, record construction progress, and track field changes to main replacement plan and profiles and meter installation plans. The contractor will be responsible for the official as-built markup drawings. Monitoring and coordination activities will include:

- Requesting and have performed special testing/inspection as necessary (e.g. soil backfill and AC pavement compaction, concrete sampling and testing);
- Assigning field staff to areas of construction activity;
- Communicating with field staff to maintain a consistent field observation and inspection practice;
- Tracking time and materials force account work, including verifying proper documentation from contractor;
- Coordinating service shut down and restoration requests with the City MSC staff;
- Checking materials and equipment against qualified products list and submittals and respective certificates of compliance;
- Checking certified laboratory test and field test reports.

The Consultant will coordinate daily with the contractor to assess performance and work

progress. The Contractor is responsible for quality control of its work and full compliance with contract documents; the Consultant is responsible for quality assurance for the Contractor's work. The Consultant will enforce compliance through the use of Advisory Notices and Non-Compliance Notices to the extent provided for in the Contract Documents.

Task 3.2 – Replacement Water Main Installation

The Consultant will be responsible for observing and reporting for the following pipeline installation activities:

- Reviewing the Contractor's activities (means and methods) to ensure performance that meets the requirements of the Contract Documents;
- Verifying that the appropriate and submitted materials are being used in accordance with the manufacturer's recommendation and the Contract Documents;
- Coordinating daily with the Contractor and/or CPM;
- Recording construction activity (Daily Inspection Reports);
- Reviewing Contractor's as-built mark ups at least monthly;
- Witnessing the mainline hydrostatic pressure tests and disinfection in accordance with the Testing and Inspection Summary Table in Task 3.4, including collecting samples for Bac-T testing by City as requested by the contractor and the City;
- Verifying proper installation of 1-inch service "hot taps" on existing and replacement water mains;
- Verifying abandonment of water mains.

The Consultant will complete daily field inspection reports for days when field inspection and observation are performed to document construction and inspection activities.

Task 3.3 – Meter Installation

The Consultant will provide, oversee and direct field intern observer(s) who will be responsible for observation of the meter installations, 1-inch and 2-inch service line installations (mainline to dwelling), and the abandonment of backyard service lines. The Consultant activities may also include:

- Witnessing water meter installations, backyard service abandonments, and 1-inch service "hot taps" to the mainline;
- Documenting meter installation and field condition changes on the Phase 2 in-field meter installation database.
- Preparing daily reports when in the field and tracking field changes to the plans.
- Coordinating amongst the Consultant team regarding the contractor's work sites, activities, and potential contract deviations.

Task 3.4 – Materials Testing

The Consultant will provide the services of a materials testing firm that will be available on-call to perform soil backfill compaction, concrete sampling and compression testing, asphalt concrete compaction, and related sampling and testing. The Consultant will schedule specialty inspections and testing, observe sampling and field tests and review test results. The Testing and Inspection Summary Table below provides an estimated number of tests expected to be performed for the project.

Testing and Inspection Summary Table

Activity	Method	Est. Testing Frequency	Test Description/Notes	Quantity	Specification Reference
Soils Testing					
Trench Section					
Bedding	Cal Test 231; ASTM D7380	Test every 500-lf to achieve a relative density of 90%	Test imported material to verify contractor's submittal	53	Special Provision 6-19; Standard Specification 19-5; Standard Detail 501A & 506
Haunching	Cal Test 231; ASTM D7380	Test every 500-lf to achieve a relative density of 90%	Test imported material to verify contractor's submittal		Special Provision 6-19; Standard Specification 19-5; Standard Detail 501A & 506
Pipe Zone/Final Backfill	Cal Test 231; ASTM D7380	Test every 500-lf to achieve a relative density of 92%	Test imported material to verify contractor's submittal		Special Provision 6-19; Standard Specification 19-5; Standard Detail 501A & 506
Structures and Manholes	Cal Test 231; ASTM D7380	Compaction test around all manhole & structures; R.C. 92%	Test imported material to verify contractor's submittal	10	Special Provision 6-19; Standard Specification 19-5; Standard Detail 501A & 506
Yard Restoration	Cal Test 231; ASTM D7380	Landscaped areas 85% for top 6-inches	No testing anticipated for private yards	0	Special Provision 6-19.05
Subgrade Compaction (Sidewalks/Drive)	Cal Test 231; ASTM D7380	Compaction test: 90% min 8-inch (typ.), 90% 12-inch commercial driveway	No testing anticipated of private property; Minimal testing within Public Right of Way.	5	Special Provision 6-19.05
Concrete Testing					
Curb and Gutter, Sidewalk, Driveway	Cal Test 521; ASTM C39	Conduct slump test (4-inch slump, 3000 psi	No testing anticipated of private property; Minimal testing within Public R/W to verify mix design performance.	10	Special Provision 6-19.05
AC Testing					
Trench	Cal Test 308, 309	Test AC density every 400lf	Perform Nuclear Gauge Density Test	53	Special Provisions 6-39
Street Patch (Class E)	Cal Test 308, 309	Test AC density upon request	Perform Nuclear Gauge Density Test	20	

Task 3 Assumptions

- The Contractor is responsible for quality control of its work, site safety and site supervision, and meeting the requirements of the Contract Documents.
- The Consultant will not be on site full time and field inspections and observations are limited to the level of effort included in the Task Order budget.

Task 3 Deliverables:

- Chronological daily inspection reports of days in field in .pdf format
- Specialty inspection test reports: Hard copy (1) and .pdf format file
- Advisory Notices and Non-Compliance Notices: pdf format file

Task 4 – Document Control and Management

Purpose: The Consultant will provide document and project management services, including project closeout documentation activities. This task will be led by Tom Dugan (RE). On optional service is included that would develop and implement a protocol to test field tablet computers for field staff data entry.

Phase/Duration: Entire Contract Period; March - November 2012

Task 4.1 – Construction Document Management

The Consultant will maintain a working copy (digital format) of construction documentation and will maintain activity logs. The Consultant will also administer the submittal review process. The Consultant will review the Contractor's submittal schedule for completeness and will provide written comments to the Contractor. The Consultant shall retain copies of all submittal documents and ensure that an accurate file is available for ready retrieval throughout the project.

The following list of documents that will be included in the project construction documentation file:

- Submittals and Shop Drawings
- RFIs and Design Clarifications
- Progress Payment Requests
- Potential Change Orders
- Change Orders
- Pending Claims
- Work Change Directives
- Inspector Daily Reports
- Material Testing Reports
- Construction Meeting Minutes
- General Project Correspondence
- Construction Photos
- Contractor Project Schedule and Updates
- Meter Assembly Manifest and Field Data
- Project Closeout Summary (i.e. Contractor's request for acceptance, warranty and guarantees)

Assumptions:

- Construction documentation will be stored on and made accessible to the City through RMC's FileShare FTP site.
- Consultant will provide FTP site access information (user name and password) to CPM.
- City will be responsible for downloading information and documents for its use.
- City will request that Consultant upload information to the FTP site to maintain content control with Consultant.
- Consultant will utilize a part time intern to enter field data from field staff into the field database

Deliverables:

- Compiled construction documentation organized by type and ordered by serial number or chronologically

Task 4.2 – Conformed Phase 1 and Phase 2 Database

The Consultant shall merge the Phase 2 construction database with the Field Reconnaissance database delivered to the City under Task Order No. 1. The addition of construction records to 2010 field reconnaissance information will provide a valuable source of asset management data to the City. This merging was not completed for Phase 1. The Phase 1 construction database

would be merged as part of this task.

Assumptions:

- City will provide Consultant with up to date list of Assessor Parcel Numbers (APN) in the City. Consultant will merge databases using Assessor Parcel Numbers.
- Consultant will review merged database and, where possible, combine data fields from the different datasets that contain similar information. The objective of this exercise is to make the three datasets comparable to one another in a single database. Extraneous data will be removed from database.
- Consultant will identify APNs that are not rectified throughout the three data sources; however, the Consultant will not rectify datasets.

Deliverables:

- Updated access database file with conformed 2010 field reconnaissance data, Phase 1 construction data and Phase 2 construction data.
- Transmittal TM describing the additions to the database.

Task 4.3 – Project Management and QAQC

The Consultant will perform project management activities, including preparing monthly invoices and Task Order progress reports, coordinating with and reporting to City staff on project progress against the scope, budget and schedule; and managing subconsultant activities and progress. The Consultant shall also implement a quality assurance program for the project and conduct quality control reviews on work products.

Assumptions:

- Management activities over a 7 month construction duration and one month project closeout phase

Deliverables:

- Monthly invoices and progress reports

Task 4.4 – Pilot Program for Testing of Field Tablets for Construction Reporting and Documentation

The Consultant will develop a testing protocol and acquire limited equipment and software to test and evaluate an electronic means of entering construction data, information and documentation. Consultant will work with City staff to develop some basic goals and objectives for field use of tablets on construction projects, including interfacing with the City's existing information systems to upload and download data and documents.

Assumptions:

- The tablet and software expense is limited to the budgeted amount
- The City will provide input on its goals and objectives that will be the basis for the testing protocol
- The extent of protocol development and testing will be limited to the budgeted labor hours
- Use of the tablet will be in addition to the field observation and reporting activities and will not replace them

Deliverable:

- Testing protocol TM with recommendation for tablet and software (.pdf format via email)
- One computer tablet device with installed software and licenses
- Evaluation report summarizing the results of the testing (.pdf format via email)

RMC WATER AND ENVIRONMENT

Michael H. Matson, Sr. Vice President

21 February 2012

Date

CITY OF LODI

Signature

Printed Name

Title

Date

ATTEST:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

RMC
Water and Environment

Fee Estimate

City of Lodi - Water Meter Program Phase 2
Construction Management Services

Intern Hourly Wage		OH Burden	Profit	Total Multiplier
$ 20.00	$ 20.00	160%	10%	286.0%

Tasks	RMC Labor										Nolte Labor						Outside Services			ODCs		Total
	Mike Matson	Tom Dugan	Kevin Smith	Admin	Accounting	Field Intern Observer	Field Intern Observer	Carlos Felix	Total Hours	Total Labor Costs (1)	Victor Alaniz	Bill Ballou	Nolte	Nolte	Total Hours	Total Labor Costs (2)	Neil Anderson, Inc.	Subtotal	Sub Consultant Total Cost (3)	ODCs	Total ODCs (4)	Total Fee
	PIC Tech Support	RE	Design PM	Project Administrator	Project Accountant	Intern 2	Intern 1	IT Support			Utility Engineer	Lead Inspector	Inspector DB Support	CAD			Materials Testing					
	$265	$195	$185	$95	$110	$58	$58	$125			$150	$140	$90	$60								
Task 1: Engineering Services During Construction																						
1.1 Submittal Review	2	16	8						26	$5,130					0	$0		$0	$0		$0	$5,130
1.2 Clarifications and RFI Responses	2	24	16						42	$8,170					0	$0		$0	$0	$350	$385	$8,555
1.3 Record Drawings			16						16	$2,960	32	8		90	130	$11,320		$11,320	$12,452	$570	$627	$16,039
1.4 Permit Registration Documents		16							16	$3,120					0	$0		$0	$0		$0	$3,120
Subtotal Task 1:	4	56	40	0	0	0	0	0	100	$19,380	32	8	0	90	130	$11,320	$0	$11,320	$12,452	$920	$1,012	$32,844
Task 2: Contract Administration																						
2.1 Contract Award		16							16	$3,120					0	$0		$0	$0		$0	$3,120
2.2 Pre-Construction Meeting		16							16	$3,120					0	$0		$0	$0	$140	$154	$3,274
2.3 Monthly Progress Payment		28							28	$5,460					0	$0		$0	$0		$0	$5,460
2.4 Contract Change Orders		24							24	$4,680					0	$0		$0	$0		$0	$4,680
2.5 Schedule Review		14							14	$2,730					0	$0		$0	$0		$0	$2,730
2.6 Construction Progress Meetings		28							28	$5,460					0	$0		$0	$0	$490	$539	$5,999
2.7 Public Noticing Support		30							30	$5,850					0	$0		$0	$0		$0	$5,850
2.8 Meter Assembly Procurement Management		40							40	$7,800					0	$0		$0	$0		$0	$7,800
2.9 Project Closeout		32							32	$6,240		16			16	$2,240		$2,240	$2,464	$250	$275	$8,979
Subtotal Task 2:	0	228	0	0	0	0	0	0	228	$44,460	0	16	0	0	16	$2,240	$0	$2,240	$2,464	$880	$968	$47,892
Task 3: Field Observation Activities																						
3.1 Monitor Field Activity									0	$0		147			147	$20,580		$20,580	$22,638		$0	$22,638
3.2 Replacement Water Main Installation									0	$0		588			588	$82,320		$82,320	$90,552	$5,480	$6,028	$96,580
3.3 Meter Installation						882			882	$51,156		147			147	$20,580		$20,580	$22,638	$3,000	$3,300	$77,094
3.4 Materials Testing	8								8	$2,120					0	$0	$35,000	$35,000	$38,500		$0	$40,620
Subtotal Task 3:	8	0	0	0	0	882	0	0	890	$53,276	0	882	0	0	882	$123,480	$35,000	$158,480	$174,328	$8,480	$9,328	$236,932
Task 4: Document Control Management																						
4.1 Construction Document Management	4	80		40			270		394	$36,120					0	$0		$0	$0	$250	$275	$36,395
4.2 Conformed Phase 1 and Phase 2 Database		12	32						44	$8,260					0	$0		$0	$0		$0	$8,260
4.3 Project Management and QA/QC	4	30		24	16				74	$10,950	28				28	$4,200		$4,200	$4,620		$0	$15,570
4.4 Pilot Program for Testing of Field Tablets	4	40	80					32	156	$27,660		60			60	$8,400		$8,400	$9,240	$2,000	$2,200	$39,100
Subtotal Task 4:	12	162	112	64	16	0	270	32	668	$82,990	28	60	0	0	88	$12,600	$0	$12,600	$13,860	$2,250	$2,475	$99,325
TOTAL	24	446	152	64	16	882	270	32	1886	$200,106	60	966	0	90	1116	$149,640	$35,000	$184,640	$203,104	$12,630	$13,783	$416,993
Full Time Equivalents	2%	38%	13%	5%	1%	75%	23%	3%	160%		5%	82%	0%	8%	95%					3.0%		
															255%							

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NATIONAL METER AND AUTOMATION, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for purchase of water meter assemblies and related services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on March 21, 2012 and terminates upon the completion of the Scope of Services or on March 20, 2013, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: National Meter and Automation, Inc.
2250 Apollo Way, Ste. 300
Santa Rosa, CA 95407
Attn: Kathy Richards

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

_____

RANDI JOHL
City Clerk

_____

KONRADT BARTLAM, City Manager

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

By: _____

CONTRACTOR:National Meter

By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:181465.1825.2150
(Business Unit & Account No.)

Doc ID:Water Meter Program Phase 2\PSA National Meter

CA:rev.01.2012

Exhibit A

City of Lodi

Request for Proposal
Purchase of Water Meter Assemblies and Related Services

January 7, 2011

Presented By:

NATIONAL
METER AND AUTOMATION, INC.

Kathy Richards
2250 Apollo Way #300
Santa Rosa, CA 95407
707.575.0700 office
707.481.1684 cell
707.575.3786 fax

An Authorized Badger Meter & Itron Distributor

NATIONAL
METER AND AUTOMATION, INC.

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3	Leak Detection Equipment	13
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NATIONAL
METER AND AUTOMATION, INC.

January 7, 2011

Tom Dugan, Program Administrator
City of Lodi Public Works Department
221 West Pine Street
Lodi, CA 95240

Re: Purchase of Water Meter Assemblies and Related Services RFP Response

Mr. Dugan,

Since their inception in 1977, Itron, Inc. has become the world's leading provider of intelligent metering, data collection and utility software solutions, with nearly 8,000 utilities worldwide relying on their technology to optimize the delivery and use of energy and water.

Founded in 1905, Badger Meter, Inc. has earned an international reputation as an innovator in the development of flow measurement technologies. Badger's tremendous success is due, in part, to its distributor network.

Founded in 2004, National Meter & Automation, Inc. (NMAAI) is Badger Meter's largest distributor in the United States, as well as an authorized Itron, Inc. distributor covering California, Arizona, Nevada, Colorado and southern Wyoming. With a combined 75 years of AMR/Water Meter experience, our California branch includes knowledgeable inside and outside sales professionals along with a factory trained and certified technical support team. Just 112 miles from Lodi, CA, NMAAI has a local, fully stocked warehouse located in Santa Rosa, CA to provide optimum material availability.

Main Contact
Kathy Richards, CA Sales Manager
krichards@nmaai.com
(707) 481-1684 cell
(707) 575-0700 office
(707) 575-3786 fax
2250 Apollo Way #300
Santa Rosa, CA 95407

Corporate Office
Noel Frakes, President
nfrakes@nmaai.com
(303) 981-9330 cell
(303) 339-9100 office
(303) 649-1017 fax
7220 S. Fraser St.
Centennial, CO 80112

Technical Support
Dennis McConville
dmcconville@nmaai.com
(916) 436-6670 cell

NATIONAL
METER AND AUTOMATION, INC.

Enclosed is National Meter & Automation, Inc.'s proposal for Itron, Inc.'s premier Automated Meter Reading System in conjunction with Badger Meter's leading Water Meter technology. National Meter & Automation will work closely with the staff at the City of Lodi to seamlessly integrate meter data into the City's billing system. National Meter & Automation will also provide system implementation support and on-site training for field and office staff by a local, experienced and certified trainer.

National Meter & Automation has reviewed and will commit to the terms and conditions of the contract documents.

National Meter & Automation is pleased to present this proposal to the City of Lodi. For additional information, please contact me via cell phone at (707) 481-1684, or via email at krichards@nmaai.com.

Regards,

Kathy Richards

Kathy Richards, California Sales Manager
National Meter & Automation, Inc.

NATIONAL
METER AND AUTOMATION, INC.

Proposal in Response to the Requirements of the RFP

D. Summary of Work

- Comply.

E. Scope of Summary

1) Meter Assemblies
   - A. Comply.
   - B. Comply. See Tab 6 for warranties
   - C. Comply. See Tab 5 for product equipment submittals.
2) Support Services
   - Comply.
3) Meter Assembly Documentation
   - Comply.
4) Meter Assembly Storage, Deliver and Transfer of Ownership
   - Comply.
5) Field Documentation
   - Comply. See Tab 2 for pricing.
6) OPTIONAL SCOPE ITEM 1: Meter Calibration Bench Testing Equipment
   - See Tab 4 for specifications and pricing.
7) OPTIONAL SCOPE ITEM 2: Leak Detection Equipment
   - See Tab 3 for specifications and pricing.

F. Meter Assembly Procurement Schedule

- Comply.

G. Deliveries of Submittals

- Comply.

H. Sales and Use Taxes

- Comply. See Tab 2 for pricing.

I. Guarantees

- Comply. See Tab 6 for warranties

J. Purchases

- Comply.

K. Business License

- Comply.

L. Procurement Proposal

- Comply.

5) The Components of the Proposal shall include the following:

A. See Tab 5 for equipment submittals.
B. Comply. See Tab 2 for pricing.
C. Terms and Conditions

Terms and Conditions: Meter Assemblies and Materials

Material deliveries will be coordinated between National Meter & Automation and the Installation contractor. This coordination will include the number of required meter assemblies and delivery dates.

The Contractor will request delivery of the initial order of complete meter assemblies no less than 14 days prior to the required delivery date. Thereafter, a base delivery of 500 meter assemblies will be scheduled on 7 day intervals. Larger orders in less time intervals may be arranged between the Installation Contractor and National Meter & Automation.

All equipment shall be shipped FOB to the jobsite. The Installation Contractor will arrange for receipt of materials and shall provide a forklift to offload the truck. The Installation Contractor will take possession of and responsibility for the meter assemblies at the delivery site.

National Meter & Automation will invoice the City of Lodi for materials when shipped. Included with each invoice will be an Inventory Manifest. This manifest will include all meter assembly documentation as outlined in Item 3 of this Request for Proposal. Invoices will be issued with payment terms of Net 30 days.

Terms and Conditions: Field Documentation

Once each meter assembly is installed, National Meter & Automation will conduct a site visit and complete the Field Documentation as outlined in Item 5 of this Request for Proposal. Site visits will include a minimum of 1,000 locations, referred to as a Verified Group

National Meter & Automation will invoice the City of Lodi for the corresponding number of site visits completed and for which all Field Documentation has been collected and confirmed against the original Inventory Manifest at the completion of each Verified Group. Invoices will be issued with payment terms of Net 30 days.

National Meter & Automation will work with City staff as assigned for delivery of the entire Meter Installation Database at the completion of each project phase, or as requested by the City.

D. STATEMENT OF UNDERSTANDING

Statement of Understanding

National Meter & Automation will actively partner with the City of Lodi and RMC Water and Environment to ensure the successful implementation of the City of Lodi's water meter system.

As the authorized distributor for both Badger Meter, Inc. and Itron, Inc. in Northern California, National Meter & Automation will coordinate each aspect of the product from material procurement through data collection and presentment.

The process has begun with National Meter & Automation's successful negotiations with both manufacturers to ensure stable pricing through the seven phases of this project. Our pricing proposal reflects the material standards as outlined in the City of Lodi's Standards #403 and 412.

With water resource management being a primary driver in the implementation of this system, we have also included information and pricing for water loss management tools that are designed to work with the Itron system and assist the City in its efforts to manage

the integrity of the water distribution system. The Leak Sensor and Mlog online presentment tools work in conjunction with the Itron ChoiceConnect meter reading system. The Leak Sensor's constant monitoring of the distribution system helps the City identify potential system leaks while they are still relatively small, allow for repair during normal working hours and before extensive water loss or damage to the infrastructure.

National Meter & Automation's approach to the water meter implementation project will be as follows:

NMAAI will procure materials from both manufacturers, Badger Meter, Inc. and Itron, Inc. on a schedule that has been outlined with the Installation Contractor and is based on his installation schedule.

The materials will arrive in our warehouse in Santa Rosa where we will begin the assembly and documentation process. All meters shall be tested and certified at the factory prior to their shipment. Certified test results will be the starting point for our material documentation process.

The meters and encoded registers will be assembled to an Itron 100W endpoint which has been programmed to operate in a drive-by mode. The serial number of the Itron 100W endpoint, together with the meter model number, size, and other information as outlined in item 3 of the RFP titled "Meter Assembly Documentation" will be added to the certified test results completing the data base, hereafter referred to as a Shipping Manifest.

National Meter & Automation will ship the meter assemblies to a jobsite location as determined by the City and Installation Contractor. A detailed shipping schedule will be mutually agreed upon between National Meter & Automation and the Installation Contractor. For purposes of an initial estimate, these shipments will occur every 7 days with a quantity of 500 assemblies.

Scheduled shipments will be made FOB jobsite, full freight allowed. National Meter & Automation will retain ownership of materials until delivery is made at which time the Installation Contractor will take possession of and responsibility for the materials. The Installation Contractor will coordinate delivery of the materials and provide equipment for offload of the meter assemblies.

The City of Lodi will be invoiced for each shipment once the Installation Contractor has taken possession of the materials. This invoice will include a detailed description of the materials and quantities shipped, and the date and method of shipment. A Shipping Manifest (as described above) will accompany each billing invoice. There will be two hard copies and one digital copy as requested by the City in this RFP.

National Meter & Automation will work closely with the Installation Contractor throughout the entire phase of the project.

The Installation Contractor will have a list of installation sites as identified by the City. This list of sites will be identified by both APN number and physical address.

RMC Water and Environment will be working with the Installation Contractor and will be responsible for inspecting the individual meter installations.

National Meter & Automation will obtain information from the Installation Contractor regarding completed installation sites. Once an installation group of 1,000 services or greater has been completed, National Meter & Automation will conduct a site visit to each location. Using the customer data base with APN number and physical address, National Meter and Automation will complete the Field Documentation process.

The Field Documentation process will include gathering all information pertaining to that meter location including meter, encoder and endpoint serial numbers, meter model, size and GPS coordinates of the installed meter to a sub-meter accuracy.

The data gathered at each meter site will be merged with the Inventory Manifest and City's database with APN number and physical address. This process will include verifying that the serial numbers for the complete meter assembly gathered at the installation site match the serial numbers of the assemblies as they were delivered to the Installation Contractor. Any assembly whose numbers do not match will require a second site visit to confirm the information for the final assembly installed on site.

National Meter & Automation will invoice the City of Lodi for each Installation Group at the completion of the Field Documentation process. National Meter and Automation will submit the completed Field Documentation to the City of Lodi at the completion of each phase. Partial listings shall be submitted sooner at the City's request.

At the completion of each phase, National Meter & Automation will work with City staff as assigned to integrate the meter installation data into the City's Utility Billing System. Once the data has been uploaded, National Meter & Automation will perform an initial meter read and confirm that all assemblies are functioning. A field investigation and troubleshooting will be performed on any assembly that does not communicate when interrogated. Any unit that found to be faulty due to material, workmanship or design will be replaced. Any unit found to have been damaged shall be reported to the City staff as assigned for additional direction.

Should the City opt to include a city wide or selected phase implementation of the Leak Sensor technology, National Meter & Automation will collect the additional information necessary during the Field Documentation process and add that data to the Meter Installation data base.

National Meter & Automation will conduct training sessions as necessary, but not less than once during each installation phase. This training will include, but is not limited to, field installation and troubleshooting, meter reading equipment training, use of the MV-RS software, review of available reports and their value to each department, and the custom report generation process. National Meter & Automation will also assist the City with any software upgrades or other issues that may arise during the daily use of its Itron meter reading system.

Subsequent phases of this project shall be reviewed on a case by case basis. Changes in the installation methodology and data collection process shall be continually reviewed by National Meter & Automation for upgrades in technology, improved efficiencies, and additional City requirements that may arise over the duration of this project.

At which point the City wishes to change its method of collection from the drive-by mode to the ChoiceConnect Fixed Network solution, National Meter & Automation will deliver the endpoints programmed in the appropriate transmission mode. We will also work with City staff to reprogram existing endpoints from the drive-by to the fixed-network transmission mode. National Meter & Automation will also work closely with both the City of Lodi and Itron, Inc. to ensure a successful transition in data collection methods and ensure that additional training is provided as needed.

NATIONAL
METER AND AUTOMATION, INC.

Cost Proposal

* Note 1) Meter Assembly & Documentation Pricing includes:

Meter body, ADE register, and 100W endpoint with thru lid mounting kit
All items as described in Support Services, Items 1-4

** Note 2) Meter Assembly & Documentation Pricing Notes:

1. Sales Tax shown are rates in effect at time of quotation.
   Sales Tax shall be charged based on the rates in effect at time of final sale.
2. Prices quoted are firm thru November 2011.
3. Future prices quoted may be increased in proportion to the increase in the Producer Price Index for Materials for durable manufacturing as reported by the US Department of Labor. The base index shall be the October 2010 index of 189.3. Changes in prices will be no more frequent than every 12 months if necessary, and will not exceed 3%.

*** Note 3) Field Documentation Pricing Notes:

1. Prices quoted are firm thru November 2011.
2. Future years pricing may be adjusted according to Lodi area CPI rates.

Phase 1: 2011 Meter Assembly & Documentation Pricing

Size	Model	Quantity	Unit Price	Total
3/4"	Badger Model 35	3,695	$ 194.00	$ 716,830.00
1"	Badger Model 55	5	$ 226.00	$ 1,130.00
2"	Badger Model 170	1	$ 622.00	$ 622.00
			Subtotal	**$ 718,582.00**
		CA Sales Tax	7.250%	$ 52,097.20
		County Sales Tax	0.500%	$ 3,592.91
		Local Sales Tax	1.000%	$ 7,185.82
			Total	**$ 781,457.93**

*See Note 1
** See Note 2

Phase 1: 2011 Field Documentation Pricing

Size	Quantity	Unit Price	Total
All Sizes	3,701	$ 8.00	**$ 29,608.00**

*** See Note 3

NATIONAL
METER AND AUTOMATION, INC.

Phase 2: 2012 Meter Assembly & Documentation Pricing

Size	Model	Quantity	Unit Price	Total
3/4"	Badger Model 35	2,067	$ 194.00	$ 400,998.00
1"	Badger Model 55	5	$ 226.00	$ 1,130.00
2"	Badger Model 170	1	$ 622.00	$ 622.00
			Subtotal	**$ 402,750.00**
		CA Sales Tax	7.250%	$ 29,199.38
		County Sales Tax	0.500%	$ 2,013.75
		Local Sales Tax	1.000%	$ 4,027.50
			Total	**$ 437,990.63**

*See Note 1

** See Note 2

Phase 2: 2012 Field Documentation Pricing

Size	Quantity	Unit Price	Total
All Sizes	2,073	$ 8.00	**$ 16,584.00**

*** See Note 3

Phase 3: 2013 Meter Assembly & Documentation Pricing

Size	Model	Quantity	Unit Price	Total
3/4"	Badger Model 35	1,447	$ 194.00	$ 280,718.00
1"	Badger Model 55	5	$ 226.00	$ 1,130.00
2"	Badger Model 170	1	$ 622.00	$ 622.00
			Subtotal	**$ 282,470.00**
		CA Sales Tax	7.250%	$ 20,479.08
		County Sales Tax	0.500%	$ 1,412.35
		Local Sales Tax	1.000%	$ 2,824.70
			Total	**$ 307,186.13**

*See Note 1

** See Note 2

Phase 3: 2013 Field Documentation Pricing

Size	Quantity	Unit Price	Total
All Sizes	1,453	$ 8.00	**$ 11,624.00**

*** See Note 3

NATIONAL
METER AND AUTOMATION, INC.

Phase 4: 2014 Meter Assembly & Documentation Pricing

Size	Model	Quantity	Unit Price	Total
3/4"	Badger Model 35	1,348	$ 194.00	$ 261,512.00
1"	Badger Model 55	5	$ 226.00	$ 1,130.00
2"	Badger Model 170	1	$ 622.00	$ 622.00
			Subtotal	**$ 263,264.00**
		CA Sales Tax	7.250%	$ 19,086.64
		County Sales Tax	0.500%	$ 1,316.32
		Local Sales Tax	1.000%	$ 2,632.64
			Total	**$ 286,299.60**

*See Note 1

** See Note 2

Phase 4: 2014 Field Documentation Pricing

Size	Quantity	Unit Price	Total
All Sizes	1,354	$ 8.00	**$ 10,832.00**

*** See Note 3

Phase 5: 2015 Meter Assembly & Documentation Pricing

Size	Model	Quantity	Unit Price	Total
3/4"	Badger Model 35	868	$ 194.00	$ 168,392.00
1"	Badger Model 55	5	$ 226.00	$ 1,130.00
2"	Badger Model 170	1	$ 622.00	$ 622.00
			Subtotal	**$ 170,144.00**
		CA Sales Tax	7.250%	$ 12,335.44
		County Sales Tax	0.500%	$ 850.72
		Local Sales Tax	1.000%	$ 1,701.44
			Total	**$ 185,031.60**

*See Note 1

** See Note 2

Phase 5: 2015 Field Documentation Pricing

Size	Quantity	Unit Price	Total
All Sizes	874	$ 8.00	**$ 6,992.00**

*** See Note 3

NATIONAL
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Phase 6: 2016 Meter Assembly & Documentation Pricing

Size	Model	Quantity	Unit Price	Total
3/4"	Badger Model 35	921	$ 194.00	$ 178,674.00
1"	Badger Model 55	5	$ 226.00	$ 1,130.00
2"	Badger Model 170	1	$ 622.00	$ 622.00
			Subtotal	**$ 180,426.00**
		CA Sales Tax	7.250%	$ 13,080.89
		County Sales Tax	0.500%	$ 902.13
		Local Sales Tax	1.000%	$ 1,804.26
			Total	**$ 196,213.28**

*See Note 1

** See Note 2

Phase 6: 2016 Field Documentation Pricing

Size	Quantity	Unit Price	Total
All Sizes	927	$ 8.00	**$ 7,416.00**

*** See Note 3

Phase 7: 2017 Meter Assembly & Documentation Pricing

Size	Model	Quantity	Unit Price	Total
3/4"	Badger Model 35	2,186	$ 194.00	$ 424,084.00
1"	Badger Model 55	5	$ 226.00	$ 1,130.00
2"	Badger Model 170	1	$ 622.00	$ 622.00
			Subtotal	**$ 425,836.00**
		CA Sales Tax	7.250%	$ 30,873.11
		County Sales Tax	0.500%	$ 2,129.18
		Local Sales Tax	1.000%	$ 4,258.36
			Total	**$ 463,096.65**

*See Note 1

** See Note 2

Phase 7: 2017 Field Documentation Pricing

Size	Quantity	Unit Price	Total
All Sizes	2,192	$ 8.00	**$ 17,536.00**

*** See Note 3

NATIONAL
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Leak Detection Equipment

*Note 1: Leak Detection Equipment Pricing

1. Sales Tax shown are rates in effect at time of quotation.
   Sales Tax shall be charged based on the rates in effect at time of final sale.
2. Prices quoted are firm thru December 31, 2013 (3 years).
3. Prices quoted may be increased by no more than 3% over the next 4 years,
   January 1, 2014 thru December 31, 2017.
4. Leak Sensor quantity is estimate (1:3).
   Final count subject to formal propagation study which factors in actual pipe materials & distances
5. Hosting Services are paid directly to Itron, Inc.

Itron DigiCorr Leak Noise Correlator

	Qty	Unit Price	Total
DigiCorr Leak Noise Correlator	1	$ 22,995.00	$ 22,995.00
CA Sales Tax		7.25%	$ 1,667.14
County Sales Tax		0.50%	$ 114.98
Local Sales Tax		1.00%	$ 229.95
		Total	**$ 25,007.06**
			*See Note 1

Itron Digital Leak Detector (DLD)

	Qty	Unit Price	Total
Digital Leak Detector (DLD)	1	$ 2,995	$ 2,995.00
CA Sales Tax		7.25%	$ 217.14
County Sales Tax		0.50%	$ 14.98
Local Sales Tax		1.00%	$ 29.95
		Total	**$3,257.06**
			*See Note 1

NATIONAL
METER AND AUTOMATION, INC.

Phase 1: 2011 Leak Detection Equipment

Total services included in Phase 1: 3,701
Estimated number of Leak Sensors required: 1,234

	Qty	Unit Price	Total
Upgrade - 100W single port transmitter with a 100W dual port transmitter includes Itron leak Sensor	1,234	$ 123.00	$ 151,741.00
		Subtotal	**$ 151,741.00**
CA Sales Tax		7.25%	$ 11,001.22
County Sales Tax		0.50%	$ 758.71
Local Sales Tax		1.00%	$ 1,517.41
		Total	**$ 165,018.34**
Mlog Online Hosted Services (annual)		**Add:**	**$ 2,000.00**
			*See Note 1

Phase 2: 2012 Leak Detection Equipment

Total services included in Phase 2: 2,073
Estimated number of Leak Sensors required: 691

	Qty	Unit Price	Total
Upgrade - 100W single port transmitter with a 100W dual port transmitter includes Itron leak Sensor	691	$ 123.00	$ 84,993.00
		Subtotal	**$ 84,993.00**
CA Sales Tax		7.25%	$ 6,161.99
County Sales Tax		0.50%	$ 424.97
Local Sales Tax		1.00%	$ 849.93
		Total	**$ 92,429.89**
Mlog Online Hosted Services (annual)		**Add:**	**$ 2,500.00**
			*See Note 1

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Phase 3: 2013 Leak Detection Equipment

Total services included in Phase 3: 1,447
Estimated number of Leak Sensors required: 482

	Qty	Unit Price	Total
Upgrade - 100W single port transmitter with a 100W dual port transmitter includes Itron leak Sensor	482	$ 123.00	$ 59,327.00
		Subtotal	**$ 59,327.00**
CA Sales Tax		7.25%	$ 4,301.21
County Sales Tax		0.50%	$ 296.64
Local Sales Tax		1.00%	$ 593.27
		Total	**$ 64,518.11**
Mlog Online Hosted Services (annual)		**Add:**	**$ 2,500.00**
			*See Note 1

Phase 4: 2014 Leak Detection Equipment

Total services included in Phase 4: 1,348
Estimated number of Leak Sensors required: 449

	Qty	Unit Price	Total
Upgrade - 100W single port transmitter with a 100W dual port transmitter includes Itron leak Sensor	449	$ 123.00	$ 55,268.00
		Subtotal	**$ 55,268.00**
CA Sales Tax		7.25%	$ 4,006.93
County Sales Tax		0.50%	$ 276.34
Local Sales Tax		1.00%	$ 552.68
		Total	**$ 60,103.95**
Mlog Online Hosted Services (annual)		**Add:**	**$ 2,500.00**
			*See Note 1

NATIONAL
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Phase 5: 2015 Leak Detection Equipment

Total services included in Phase 5: 868
Estimated number of Leak Sensors required: 289

	Qty	Unit Price	Total
Upgrade - 100W single port transmitter with a 100W dual port transmitter includes Itron leak Sensor	289	$ 123.00	$ 35,588.00
		Subtotal	**$ 35,588.00**
CA Sales Tax		7.25%	$ 2,580.13
County Sales Tax		0.50%	$ 177.94
Local Sales Tax		1.00%	$ 355.88
		Total	**$ 3,113.95**
Mlog Online Hosted Services (annual)		**Add:**	**$ 3,000.00**
			*See Note 1

Phase 6: 2016 Leak Detection Equipment

Total services included in Phase 6: 921
Estimated number of Leak Sensors required: 307

	Qty	Unit Price	Total
Upgrade - 100W single port transmitter with a 100W dual port transmitter includes Itron leak Sensor	307	$ 123.00	$ 37,761.00
		Subtotal	**$ 37,761.00**
CA Sales Tax		7.25%	$ 2,737.67
County Sales Tax		0.50%	$ 188.81
Local Sales Tax		1.00%	$ 377.61
		Total	**$ 3,304.09**
Mlog Online Hosted Services (annual)		**Add:**	**$ 3,000.00**
			*See Note 1

NATIONAL
METER AND AUTOMATION, INC.

Phase 7: 2017 Leak Detection Equipment

Total services included in Phase 7: 2,186
Estimated number of Leak Sensors required: 729

	Qty	Unit Price	Total
Upgrade - 100W single port transmitter with a 100W dual port transmitter includes Itron leak Sensor	729	$ 123.00	$ 89,626.00
		Subtotal	**$ 89,626.00**
CA Sales Tax		7.25%	$ 6,497.89
County Sales Tax		0.50%	$ 448.13
Local Sales Tax		1.00%	$ 896.26
		Total	**$ 7,842.28**
Mlog Online Hosted Services (annual)		**Add:**	**$ 3,500.00**
			*See Note 1

Description of Leak Detection Products

Leak Sensor

The Itron Leak Sensor Module is a small acoustic based device that interrogates water lines to ensure the integrity of the city's sub-surface infrastructure. The Leak Sensor is designed to be placed on the distribution side of the water meter; from there, it is able to listen out through the service line and into the larger distribution main. Strategically placed around the city, the Leak Sensor records, stores and eventually delivers all of its information through the Itron 100W Endpoint network.

Its reduced size, 24 hour listening cycle, 20-year battery life and use of the Itron 100W technology make the Leak Sensor the single most advanced and practical leak monitoring solution in the industry today.

MLog Online

MLog Online is the web based software where leak sensor information is stored. Presented on a Google map, MLog Online displays the current location of leak sensors throughout the city. MLog Online uses a three color indication system to determine the general security of the infrastructure being monitored by the leak sensors: Green represents little to no extraneous vibrations inside of the pipe, Yellow represents a higher than normal vibration

pattern within the pipe, and Red indicates the most positive indications that a leak exists somewhere in the surveyed area. When a leak is discovered and repaired, this information can be input into the software, creating a comprehensive library of maintenance information that can include dates, locations and names of leak investigators and repairers.

One of the greatest advantages to the web based software is the cloud based information storage. Through the web, Itron is able to manage all user data, essentially eliminating the need to budget additional server space. Additionally, any updates manufactured by Itron are seamlessly integrated into the software without additional charge or maintenance.

DigiCorr

The Itron DigiCorr system is one of the industry's most comprehensive digital leak correlating tools. Utilizing a similar acoustic interrogation found in the Leak Sensor, the DigiCorr is not only able determine the existence of a leak, but also the exact location of the leak. The DigiCorr utilizes ALFA™ (Automated Leak Frequency Analysis), to differentiate between the specific vibration signature of a leak and other peripheral auditory interferences. Through this technology, and the extreme sensitivity of the unit's two accelerometers, the DigiCorr can be effectively deployed to investigate miles of pipe each day.

The DigiCorr has a database of fifteen different types of pipe material (including four specific plastic and poly pipe types), and can integrate up to four different lengths in a single survey. The auto save feature ensures that previous correlations can be retrieved to study, compare, or be tweaked at the behest of new information. The DigiCorr also listens in multiple directions, meaning that a single survey is not limited by the pre-set location of each accelerometer; if a leak exists beyond the current location of the unit, that information is quickly translated to the user so that the survey can be adjusted appropriately.

DLD- Digital Leak Detector

The Itron Digital Leak Detector (DLD) is a highly advanced ground microphone. Unlike other analog units, the DLD integrates digital filtration for purer sound and more accurate leak detection. The unit's five digital filters are capable of removing extraneous environmental noises such as high winds, loud animals and even high traffic noises. Additionally, the unit digitally displays a leak score index; after building a baseline, leak investigators are able to use the score to hone in on leaks they are not capable to hearing.

Itron

Knowledge to Shape Your Future

Leak Sensor

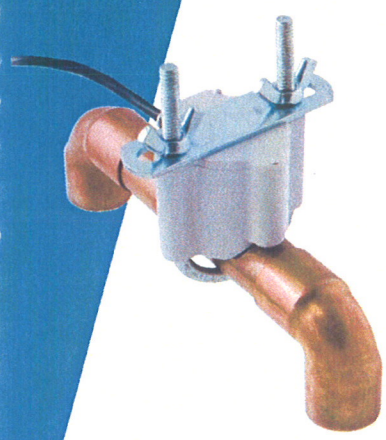
Overview

It's estimated that up to 30 percent of water pumped through distribution systems is lost to leaks. In today's conservation-driven environment, water losses – and associated pumping and treatment costs – add up quickly. Distribution leak detection, and keeping system losses minimal, are important operational concerns for water providers.

The Leak Sensor is an advanced approach to distribution system leak detection. Part of Itron's advanced metering solution, for Water SaveSource and ChoiceConnect 100, the sensor is the result of merging the water meter module with an acoustic sensor to create a single point for collecting meter data and monitoring for distribution system leaks. Leak Sensor leverages the robust network of Water SaveSource and ChoiceConnect 100. It offers unattended daily monitoring of leaks in distribution lines for proactive leak detection and timely mitigation. This reduces non-revenue water losses, associated costs and potential service disruptions caused by major leak events.

The innovation behind the Leak Sensor is a vibration sensor, amplifier, processor, and bi-directional one-wire automated meter reading (AMR) interface. Every day the acoustic sensors analyze sound patterns in its environment, detecting new, evolving and pre-existing leaks automatically. Sensors attach to endpoints and transmit vibration recordings throughout the day along with other metering information through the fixed network to the utility. An Itron web interface – mlogonline Network Leak Monitoring System – handles data interpretation and analysis of the recordings and graphically displays all sensor locations using visual maps and satellite images, highlighting the status of leak locations. An expanding database of historical information provide comprehensive condition assessment of the entire water distribution system.

Simple, affordable and technically superior, the Leak Sensor is sensible leak detection and location at optimal cost. Best of all, the Leak Sensor leverages the investment in fixed network meter data collection technology, often paying for itself within a few years.



Specifications

Benefits

The Leak Sensor delivers unprecedented leak detection capabilities including:

- Advanced acoustic leak detection monitoring and meter data collection in a compact form for easy field installation and lower cost of ownership
- Automated capture and data transmission of actual vibration recordings to the utility for advanced analysis and applications, rather than simple yes/no flags
- Historical leak detection data for interpretation, prioritization and mitigation

Techincal Specifications

Sensing

- Sensitivity: 1V/g
- Range: Up to ±300 linear feet of pipe of any size
- Bandwidth: 10Hz – 1,000Hz

Power

- Source: Powered by the Water SaveSource Endpoint or ChoiceConnect 100W

Physical/Environmental

- Operating temperature: -10° to + 50° Celsius
- Operating humidity: Up to 100% relative humidity
- Product identification: Numeric and bar-coded serial number
- Exposure rating: Sealed, waterproof and submersible IP68
- Housing: Molded glass-filled polycarbonate
- Weight: 1.5 ounces (45g)
- Dimensions: 1.2 x 1.5 (diameter) inches (3.0 x 3.8 cm)
- Installation options: Sensor is installed permanently either indoors or outdoors on the water service pipe, usually near a water meter with a u-bolt, back plate and wing nuts

About Itron Inc.

Itron Inc. is a leading technology provider to the global energy and water industries. Our company is the world's leading provider of intelligent metering, data collection and utility software solutions, with nearly 8,000 utilities worldwide relying on our technology to optimize the delivery and use of energy and water. Our products include electricity, gas, water and heat meters; data collection and communication systems, including automated meter reading (AMR) and advanced metering infrastructure (AMI); meter data management and related software applications; as well as project management, installation, and consulting services. To know more, start here: www.itron.com.

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Publication 100879SP-05 5/10

Itron

Knowledge to Shape Your Future

DigiCorr

Digital Leak Noise Correlator

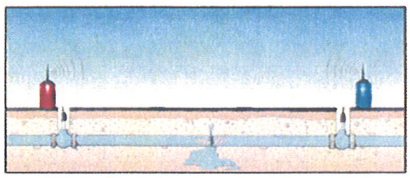
Introduction

The DigiCorr Leak Noise Correlator is the world's first and only digital correlator–uniquely designed to provide a complete solution to leakage management issues facing the modern water utility such as on demand, real-time leak pinpointing, flexible leak analysis, systematic leak surveying and the need for powerful leakage management tools. DigiCorr's patented computerized acoustic technology can accurately pinpoint pipeline leaks of all sizes within a typical error of less than three feet.

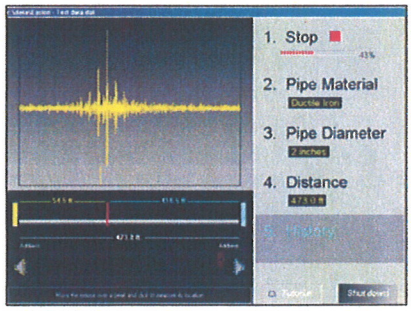
Using DigiCorr, water utilities can reduce their unaccounted-for water, realistically recovering 75 percent or more of their current leakage. By employing DigiCorr throughout their pipeline operations, utilities can increase their operational efficiency with proactive pipeline maintenance, improve their emergency management and customer satisfaction, and maximize revenues by delivering and billing for all water produced.

Smart Listening

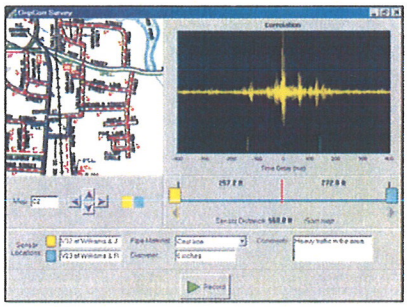
Digital correlation relies on vibration sensors that sense the turbulence from pipeline leaks. Turbulence from leaks in pressurized pipelines creates traveling pressure waves which propagate through the fluid of a buried pipeline. The velocity of the propagation depends both on the fluid and on the dimensions and material of the pipe. Digital correlation measures the difference in propagation time of the pressure wave from the leak to each sensor. The exact location of the leak source is then pinpointed using the measured time and known velocity.



Installation



Rapid response



DigiCorr survey

Advanced anaylsis

How It Works

Deploy

Two Field Sensor Units (FSUs) are deployed at remote locations on the pipeline. FSUs mount non-intrusively on pipelines at long range up to one mile apart. The FSUs have precision time-keeping, processing and data storage capabilities, together with digital radio links to a rugged, portable PC. The FSUs are synchronized by radio from the PC and then make 90-second recordings. During the recording, the FSU processors independently assess the vibration signals, encode the leak sound component and save the recorded data in memory.

Retrieve & Analyze

After recording, data from the FSUs is transferred to PC via radio. Leak sources appear as peaks in the Correlation Display. DigiCorr's patented Advanced Leak Frequency Analysis (ALFA™) accurately and individually pinpoints leaks within a few seconds following data transfer. ALFA uniquely processes each recorded leak sound, eliminating analog filtering and greatly accelerating the process of pinpointing a leak. ALFA improves the leak signal-to-noise ratio enabling detection of inaudible, difficult-to-find leaks and resolves multiple leak sounds simultaneously.

If a leak is present outside the span of the sensors, DigiCorr can detect the direction of the leak. One or both sensors can then be moved and a new recording made to pinpoint the leak. In this way, a significant length of pipe, such as a 20-mile section under failing hydrostatic test, can be quickly and effectively scanned to detect and pinpoint the location of leaks.

Systematic Leak Surveying

DigiCorr integrates distribution system maps (from paper copy, graphics files, GIS) directly into the software user interface. Complete recordings are saved automatically into a survey database, together with associated map, pipe and correlation information.

Powerful Digital Processing

The difference in the digital technology used in DigiCorr versus the analog technology used in all other correlators is fundamental to DigiCorr's speed and accuracy. DigiCorr's digital technology senses leak noise significantly below the threshold of human hearing. The sound is immediately digitized at the sensor and transmitted with the quality of a CD recording.

- DigiCorr's sensitivity is approximately 30 times greater than analog technology
- True digital recording and radio transmission preserves the fine detail of the leak sound, enabling pinpointing of even the quietest, most difficult-to-find leaks
- Unique capability of saving actual acoustic data to disk, enabling replay, print and email of leak data
- Advanced signal processing such as ALFA, digital mapping and special processing for different types of pipes are only possible in a digital system

Itron

Knowledge to Shape Your Future

DLD

Digital Leak Detector

Introduction

The Itron Digital Leak Detector (DLD) is the first true digital leak detector for buried distribution pipeline management. Lightweight and easy-to-use, DLD uses dynamic range compression and digital precision to identify leaks that are undetectable with other leak detectors.

Key Features

Digital Audio Processor

- Dynamic range compression accentuates leak sounds and reduces loud noises
- Hears leaks missed by other instruments
- Precise digital filters block ambient noise
- Automatic rejection of electrical interference (60dB)
- Lightweight (< 1 lb.)
- Wearable strap or belt clip

User Interface Buttons

- LISTEN: Click on/off or press-and-hold to listen
- VOLUME: 45 dB range in 29 steps
- FILTER: Five digital filters for:
  - Ground (Gnd): Hard surfaces, soil, plastic pipe
  - Service (SEr): Service pipes
  - Contact (Con): Valve, hydrant, service connections
  - Survey (SUr): Surveying
  - Open (OPn): Full listening range

High-Resolution, Waterproof Universal Sensor

- Contact microphone for meters and fittings
- Ground listening plate with quick-release sensor
- Magnetic base for hydrants and valves

Smart Volume Limiting

- Continuous, automatic volume protection
- Suppresses clicks, pops and sudden loud sounds

Automatic Leak Location

- Leak Index Score from 0 to 999 provides a visual determination when positioned over the leak

Technical specifications

Digital Audio Processor Unit

- Frequency range: 30 - 4,000Hz
- Power supply: 2 AA alkaline batteries
- Battery life: >12.5 hours continuous listening
- Display: LCD
- Protection: IP54, weatherproof, splashproof
- Weight: 15 oz (408.2 g)
- Dimensions: 5" x 3.5" x 1.5" (12.7 cm x 8.9 cm x 3.8 cm)

Universal Sensor

- High-resolution accelerometer
- Sensitivity: 20 V/g
- Resolution: 0.05 µg /√Hz
- Protection
  - IP68, waterproof, fully submersible
  - Shockproof to 6,000 g

Ground Microphone Unit

- Dimensions
  - Height: 34" (86.36 cm)
  - Disk: 4.5" (11.43 cm)
- Weight: 2 lbs (910 g) with sensor attached
- Materials:
  - Rod: Anodized aluminum
  - Disk: Stainless steel

Accessories

- Carrying case: Rugged, lightweight
- Probe: Stainless steel; connects to sensor

About Itron Inc.

Itron Inc. is a leading technology provider to the global energy and water industries. Our company is the world's leading provider of intelligent metering, data collection and utility software solutions, with nearly 8,000 utilities worldwide relying on our technology to optimize the delivery and use of energy and water. Our products include electricity, gas, water and heat meters; data collection and communication systems, including automated meter reading (AMR) and advanced metering infrastructure (AMI); meter data management and related software applications; as well as project management, installation, and consulting services. To know more, start here: www.itron.com

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Publication 100723SP-02 4/10

Field Sensor Units (FSU)

Pipeline Sensors

- Accelerometers
  - Sensitivity: 12 V/g
  - Noise: < 0.016 μg /√Hz
  - Bandwidth: 1 – 4,000 Hz
- Hydrophones are available for in-flow measurements

FSU Radio Transceivers

- Noise-free digital transmission
- ISM/LAN 2.4 GHz spread spectrum, license-free worldwide, FCC/ETSI approved
- Range (line-of-sight) up to 10,000 feet (3 km)
- Two-way communication with base station radio transceiver

Data Acquisition

- Intelligent automatic gain: 10 – 80,000
- 16-bit data acquisition, 92 dB dynamic range, sampling rate = 5 kHz

Power Supply

- Intelligent power management
- Up to 32 hours battery life, rechargeable & replaceable
- Re-charger for FSUs from AC outlet or standard auto DC

Physical Characteristics

- Dimensions: 4.25" x 4" x 8" (10.8 cm x 10.2 cm x 20.3 cm)
- Weight: 6.5 lbs (3 kg)
- Rugged, metal, weatherproof enclosure

Base Station Computer

Physical Characteristics

- Rugged (impact, grit, water-resistant) computer; Pentium processor, TFT color, bright sunlight-readable screen (DigiCorr software will run on any PC using Microsoft® Windows™ with at least 32 MB RAM and 800 x 600 display resolution)
- Rugged, weather-resistant stereo headphones

Digital Radio Transceiver

- Dimensions: 5" x 3.25" x 1" (12.7 cm x 8.3 cm x 2.5 cm)
- Weight: 1 lb (0.5 kg)
- Rugged, metal, weatherproof enclosure

DigiCorr Software

- ALFA™ (Automatic Leak Frequency Analysis)
- Easy-to-use Microsoft® Windows®
- High-resolution display of correlation function, onscreen, landmarked location of detected leaks
- Correlation range: ± 880 milliseconds
- 15 types of pipe materials, including multiple sections of different pipes
- Automatic sound velocity measurement
- 16-bit stereo/mono sound playback
- Visual inspection of sound recording
- Spectral (FFT) analysis capability
- Digital filters with full manual frequency band selection available:
  - High-pass: 1-2,000 Hz
  - Low-pass: 10-2,500 Hz in steps of 1 Hz
- Automatic assessment of leak probability
- Elimination of spurious noise events
- Reanalysis of same data possible
- Manual selection of possible leaks from correlation function
- Data storage (any number of studies)
- Database & mapping module

About Itron Inc.

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Publication 100724SP-04 08/10

NATIONAL
METER AND AUTOMATION, INC.

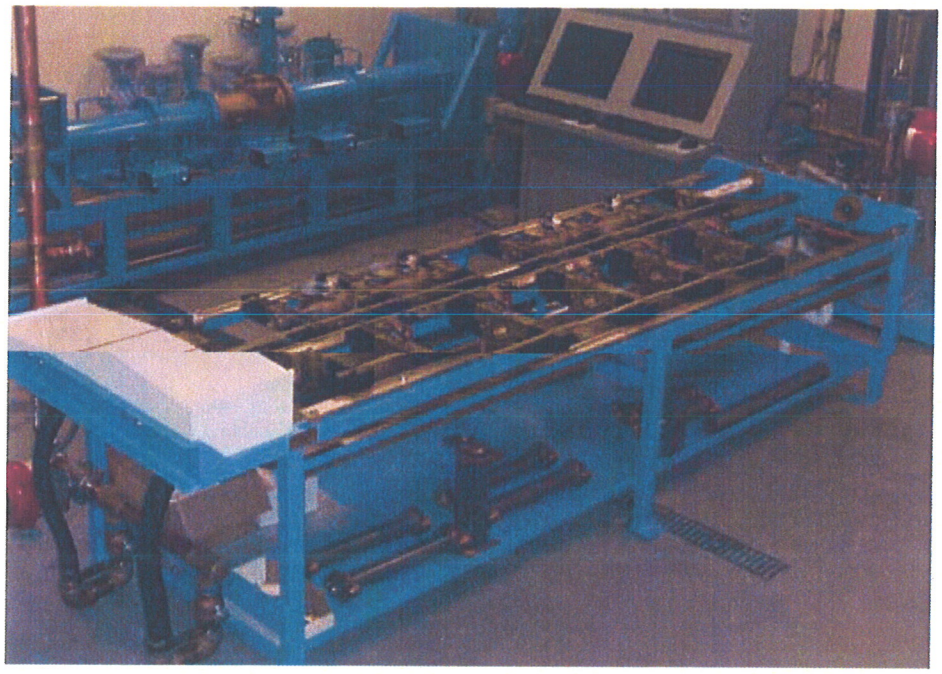
Meter Calibration Bench Testing Equipment

MARS Company Series 5-1000 Test Bench System

The Series 5-1000 Test Bench System is designed to test meters ranging from 5/8" through 2".

The proposed system Test Bench System, with the optional Gravimetrics, includes scales and a computer system (hardware, software and console) and is compliant with American Water Works Association (AWWA) standards and is traceable to NIST (National Institute of Standards and Technology) Handbook 44 specifications.

The **Series 5-1000** is a double row test bench with the ability to test up to ten (10) 5/8"x1/2" through 1" meters on one side of the bench and up to five (5) 1.5" to 2" meters on the other.



Features include:

10 Gal./1 Cu.Ft. and 100 Gal./10 Cu.Ft. Stainless Steel Duplex Tank;
Three (3) precision rotometers that cover a flow range from .1 – 160 gpm;
Corrosive Protection (fusion nylon coated steel bench frame);
All meter adapters, meter and adapter gaskets, manual flow control valves, document station, electric actuated clamping device and carrier bars;
- Optional Gravimetric Weight Scale System with M3 Meter Management Software, Computer and Printer.

The optional Recirculation System recycles the test water used on the MARS Series 5-1000 Test Bench, maintaining volume and pressure to test all the meters at the recommended AWWA Specifications, per Table 5-3 of the current AWWA M6 Manual. The benefits provided by the Recirculation System include:

- Compliance with local, state and/or Federal laws and regulations as it reduces the chemicals released into the environment;
- An immediate reduction in consumption and water dumped to waste after each test;
- Improved customer perception as the City sets an example for water conservation practices.

The MARS Recirculation System includes a 500-Gallon polyethylene tank, supply and return pumps, all related piping, valves, VFD and chlorination system. A similar configuration is pictured below.

On-Site Start-up with MARS Personnel includes training, scale certification and installation supervision at your facility. We will allow two (2) days of bench set-up with your assistance, plus an additional day for the Recirculation System. This does not include work on main electrical power supply / components, main water supply / components or any building modifications that may be necessary. MARS Company will provide all data necessary to assist the City of Lodi and comply with all local, state and Federal standards.

NATIONAL
METER AND AUTOMATION, INC.

The pricing for the Series 5-1000 Test Bench System is as follows:

Mars Series 5-1000 Test Bench		$ 42,025.00
MUN-200 Automated Dual Stage Shutdown		$ 5,875.00
	Subtotal	**$ 47,900.00**
	Freight	$ 3,000.00
CA Sales Tax	7.25%	$ 3,472.75
County Sales Tax	0.50%	$ 239.50
Local Sales Tax	1.00%	$ 479.00
	Subtotal	**$ 55,091.25**
Installation Assistance & Training		$ 7,500.00
	Total	**$ 62,591.25**

The following items can be installed at the same time as the base test bench, or added at a later date:

Phase II - or Optional Equipment		
Gravimetric Weight Scale System with M3Meter management Software, Computer and Printer		$ 31,000.00
300-gallon Calibrated SS Tank w/scale		$ 7,625.00
MARS Recirculation System		$ 22,440.00
	Subtotal	**$ 61,065.00**
CA Sales Tax	7.25%	$ 4,427.21
County Sales Tax	0.50%	$ 305.33
Local Sales Tax	1.00%	$ 610.65
Freight		$ 2,000.00
	Total	**$ 68,408.19**

To purchase the complete bench and all additional Equipment as listed:

Complete Bench with All Options		$ 108,965.00
CA Sales Tax	7.25%	$ 7,899.96
County Sales Tax	0.50%	$ 544.83
Local Sales Tax	1.00%	$ 1,089.65
Freight		$ 5,000.00
Installation Assistance & Training		$ 7,500.00
	Total	**$ 130,999.44**

Delivery is quoted as approximately 60-90 days after receipt of order (ARO).
Payment terms: Net 30 days after delivery – Pricing Subject to review by 12/31/2011

Recordall® Cold Water Bronze Disc Meter	Size 3/4" (DN 20mm)	Technical Brief

DESCRIPTION

Badger Meter offers the Recordall Disc meter in two versions: Cast Bronze (M35 B81) and Envirobrass II (M35 EB2). The Envirobrass II version complies with NSF/ANSI Standard 61 and carry the NSF-61 mark on the housing. All components of the Envirobrass II meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger® Recordall® Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100 ± 1.5%), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in bronze and Envirobrass II with externally-threaded spuds. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

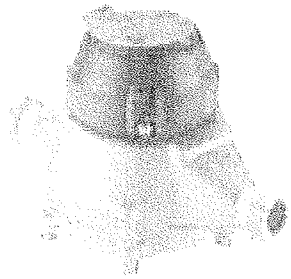
MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Generator-type remote reading and automatic meter reading systems are available for all Recordall Disc meters. (See back of sheet for additional information.) All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 35

SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	3/4-35 GPM (.17 to 7.9 m³/hr)
Low Flow (Min. 97%)	3/8 GPM (.085 m³/hr)
Maximum Continuous Operation	25 GPM (5.7 m³/hr)
Pressure Loss at Maximum Continuous Operation	5 PSI at 25 GPM (.37 bar at 5.7 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m³. 6 odometer wheels.
Meter Connections	Available in bronze and thermoplastic to fit 3/4" spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES

Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
3/4"	x	7½"	3/4"	1" (3/4")	3/4"
3/4"	x	9"	3/4"	1" (3/4")	3/4"
3/4" x1"	x	9"	3/4"	1¼" (1")	1"

MATERIALS

Meter Housing	Cast Bronze, Envirobrass II
Housing Bottom Plates	Bronze, Cast Iron, Envirobrass II
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel, Bronze
Strainer	Thermoplastic
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Shroud	Thermoplastic, Bronze
Generator Housing	Thermoplastic

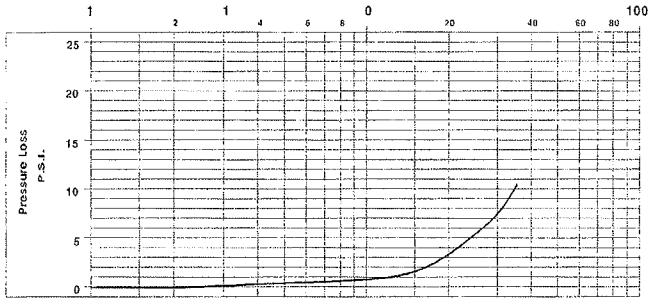
Automatic Meter Reading Systems

AMR

The Itron®, ORION® and TRACE® radio frequency systems easily integrate with all Recordall® Disc meters. All technologies provide an efficient meter data retrieval and information management system. The Itron 50W ERT®, ORION Transmitter and the TRACE Transponder all connect to the Recordall Transmitter Register (RTR®) assembly. Complete systems, including hardware and software, are available to provide a wide range of meter reading information.

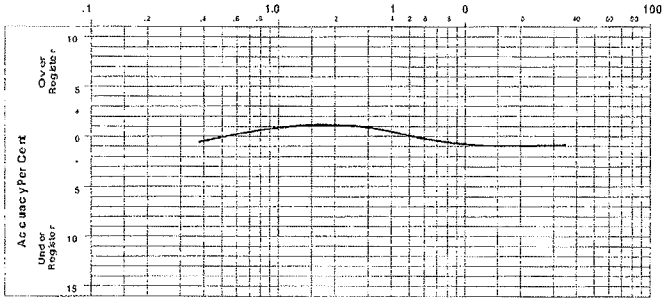
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

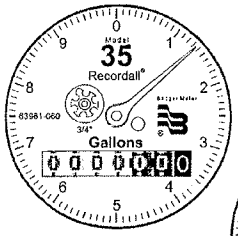
Rate of Flow, in Gallons per Minute

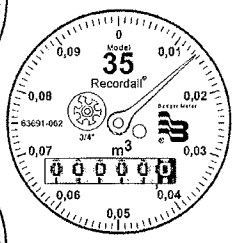


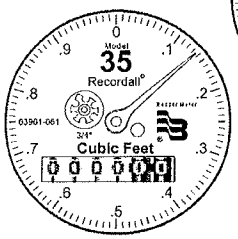
METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG.	C HEIGHT GEN.	D CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
3/4" (20mm)	35	7 1/2" (190mm)	5 1/4" (133mm)	6 5/8" (168mm)	1 5/8" (41mm)	5" (127mm)	5 1/2 lb. (2.5kg)
3/4" (20mm)	35	9" (229mm)	5 1/4" (133mm)	6 5/8" (168mm)	1 5/8" (41mm)	5" (127mm)	5 3/4 lb. (2.6kg)
3/4" x 1" (20mm)	35	9" (229mm)	5 1/4" (133mm)	6 5/8" (168mm)	1 5/8" (41mm)	5" (127mm)	6 lb. (2.7kg)

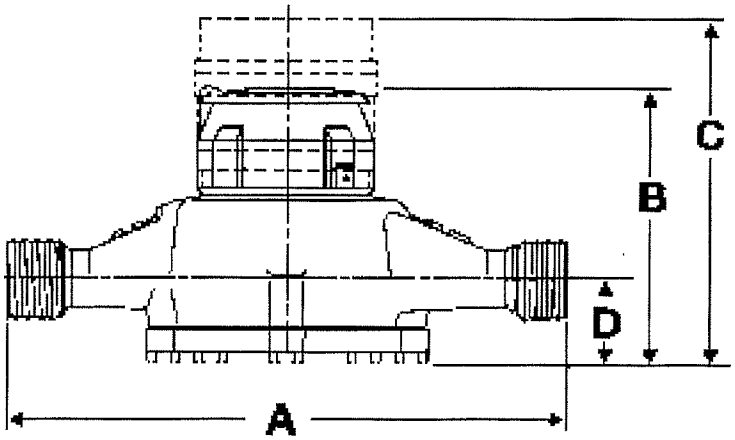
Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M35	10	1	.1









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TÜV MANAGEMENT SERVICE ISO 9001

Please see our website at
www.badgermeter.com
for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding bid obligation exists.

BadgerMeter,Inc.
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Recordall® Cold Water Bronze Disc Meter	Size 1" (DN 25mm) Model 55	Technical Brief

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Low Lead Alloy. The Low Lead Alloy (Trade Designation: M55 LL) version complies with NSF/ANSI Standard 61 and carries the NSF-61 Mark on the housing. All components of the Low Lead Alloy meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100 ± 1.5%), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in bronze and Low Lead Alloy with externally-threaded spuds. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment.

MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

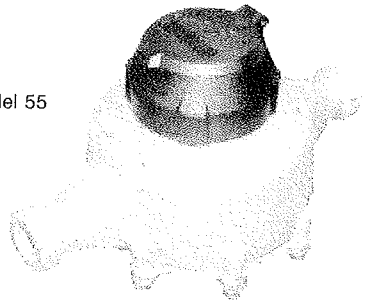
SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Generator-type remote reading and automatic meter reading systems are available for all Recordall Disc meters. (See back of sheet for additional information.) All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.

Model 55



SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	1-55 GPM (.23 to 12.5 m³/hr)
Low Flow (Min. 95%)	1/2 GPM (.11 m³/hr)
Maximum Continuous Operation	40 GPM (9.1 m³/hr)
Pressure Loss at Maximum Continuous Operation	3.4 PSI at 40 GPM (.23 bar at 9.1 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m³. 6 odometer wheels.
Meter Connections	Available in bronze and thermoplastic to fit 1" (DN 25mm) spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES

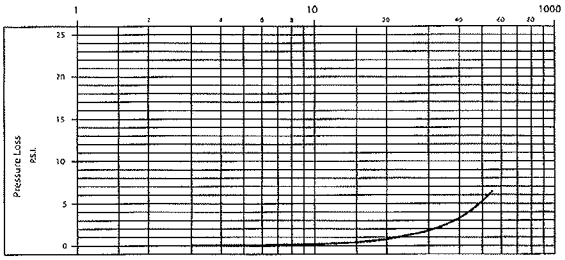
Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
1"	x	10 3/4"	1"	1 1/4" (1")	1"

MATERIALS

Meter Housing	Cast Bronze, Low Lead Alloy
Housing Bottom Plates	Bronze, Cast Iron, Low Lead Alloy
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel, Bronze
Strainer	Thermoplastic
Disc Spindle	Thermoplastic
Magnet	Polymer Bonded
Magnet Spindle	Thermoplastic
Register Lid and Shroud	Thermoplastic, Bronze
Generator Housing	Thermoplastic

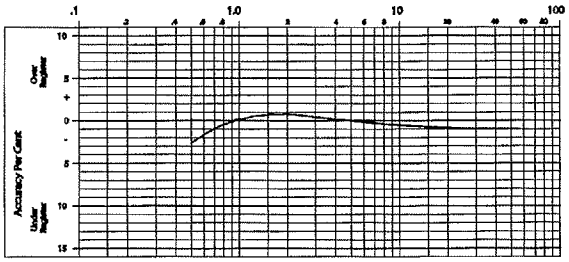
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

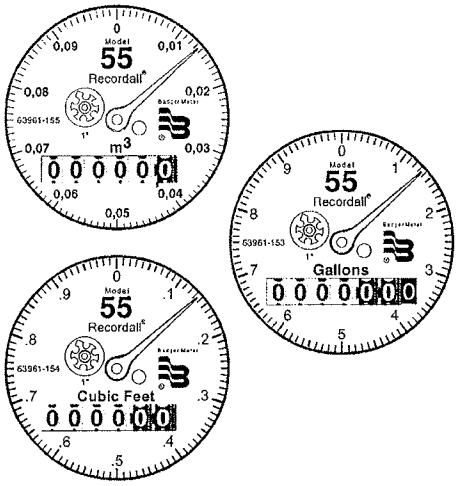
Rate of Flow, in Gallons per Minute

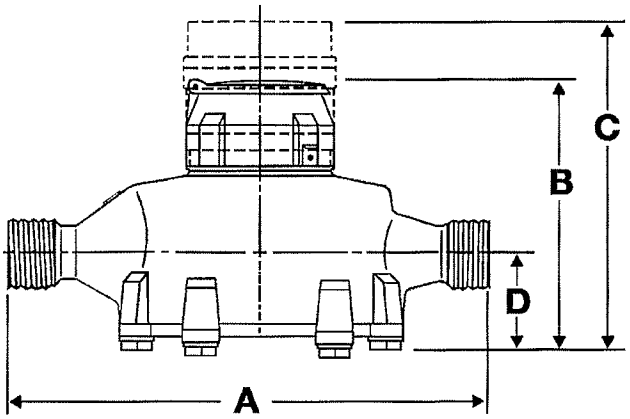


METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	B HEIGHT TO ADE	C HEIGHT GEN.	D CENTERLINE TO BASE	WIDTH	METER WEIGHT
1" (25mm)	55	10 3/4" (273mm)	6" (152mm)	6 1/2" (165mm)	7 3/8" (187mm)	2 1/32" (52mm)	6 1/4" (159mm)	8.75 lbs.

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M55	10	1	.1





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Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

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www.badgermeter.com

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Recordall® Cold Water Top Load Bronze Disc Meter	Size 2" (DN 50mm) ANSI/NSF Standard 61 Certified, Annex G	Technical Brief

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Low Lead Alloy. The Low Lead Alloy (Trade Designation: M170 LL) version complies with ANSI/NSF Standard 61, Annex G and carries the NSF-61 Mark on the housing. All components of the Low Lead Alloy meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently-sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100 ± 1.5%), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: bronze meter housing, measuring chamber, and permanently, sealed register. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

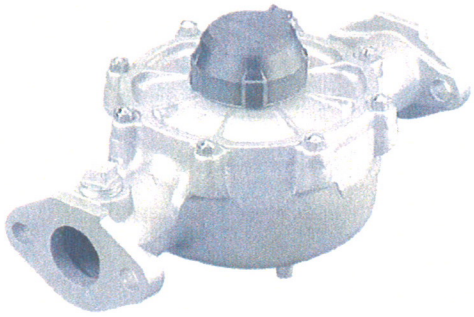
MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading, odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Generator-type remote reading and automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw/or Torx® tamper seal resistant screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Flanges for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 170 shown with optional 1" Test Plug

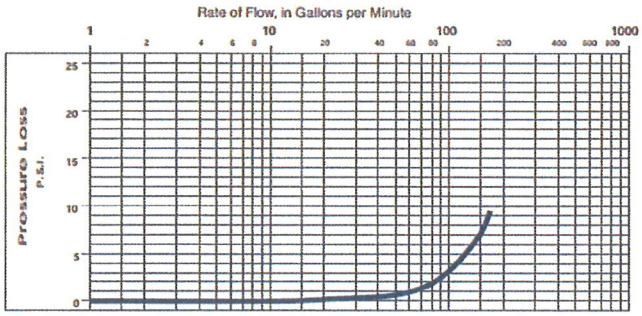
SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	2 1/2 -170 GPM (.57 to 39 m³/hr)
Low Flow (Min. 95%)	1 1/2 GPM (.34 m³/hr)
Maximum Continuous Operation	100 GPM (23 m³/hr)
Pressure Loss at Maximum Continuous Operation	3.3 PSI at 100 GPM (.23 bar at 23 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Registration	100 Gallons, 10 Cubic Feet, 1 m³
Register Capacity	100,000,000 Gallons, 10,000,000 Cubic Feet, 1,000,000 m³. 6 odometer wheels.
Meter Connections	2" AWWA two bolt elliptical flange, drilled, or 2" - 11 1/2 NPT internal pipe threads.
Optional Test Plug	1" NPT test plug (TP) available on elliptical long and short versions.

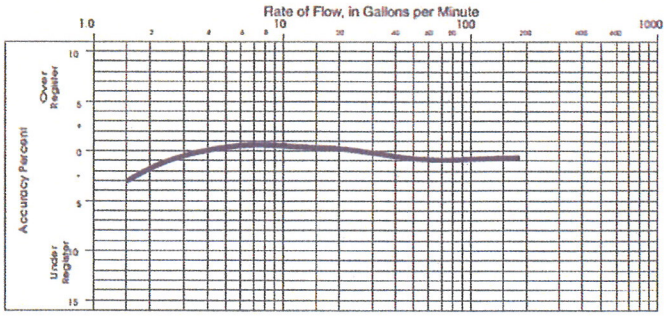
MATERIALS

Meter Housing	Cast Bronze, Low Lead Alloy
Housing Top Plates	Bronze, Low Lead Alloy
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel/Bronze
Strainer	Thermoplastic
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Box	Thermoplastic or Bronze
Generator Housing	Thermoplastic

PRESSURE LOSS CHART



ACCURACY CHART

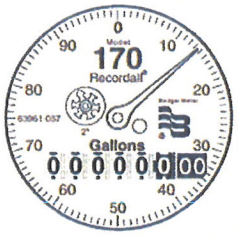


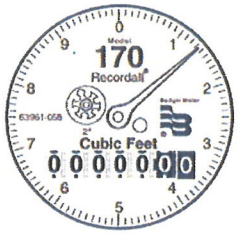
METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	C HEIGHT GEN.	D CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
2" (50mm)	170 EL, Hex. 170 EL, TP	15 1/4" (387mm)	8" (203mm)	9 3/8" (238mm)	2 7/8" (73mm)	9 1/2" (241mm)	30 lb. (13.6kg)
2" (50mm)	170 ELL, 170 ELL, TP	17" (432mm)	8" (203mm)	9 3/8" (238mm)	2 7/8" (73mm)	9 1/2" (241mm)	30 lb. (13.6kg)

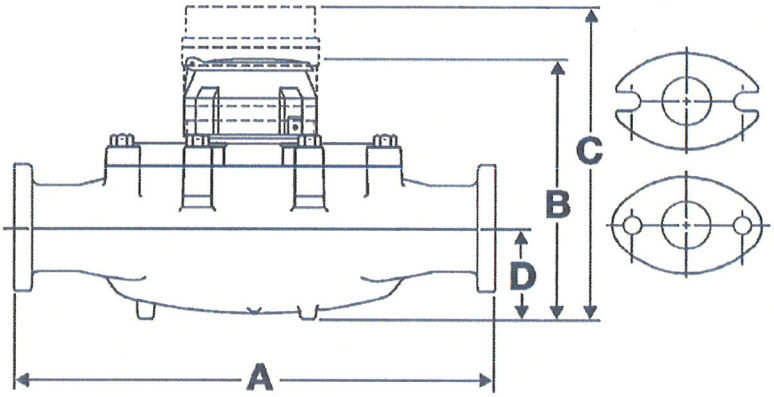
EL = Elliptical ELL = Elliptical Long Hex = Hexagon, 2" - 11 1/2 NPT Thread TP=Test Plug 1"

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M170	100	10	1







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Please see our website at
www.badgermeter.com
for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

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Model ADE	Absolute Digital Encoder	Technical Brief

Description

Applications: The Absolute Digital Encoder (ADE®) is designed for use with all Recordall® Disc, Turbo, Compound and Fire Service meters to provide connectivity with ORION®, Badger® ERT®, BadgerTouch® and Badger Meter approved AMR technology solutions.

Electronic Resolution: Digital output from the ADE includes the option of either four, five or six dial resolution. Refer to tables on the next page for details.

Mounting: The ADE in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The ADE can be removed from the meter without disrupting water service.

Magnetic Drive: A direct-drive, high-strength magnetic coupling through the meter body to the wetted magnet provides reliable and dependable register coupling.

Local Indication: The ADE register face features a six-digit mechanical odometer wheel stack, a 360° test circle with sweep hand, and a flow finder to indicate leaks.

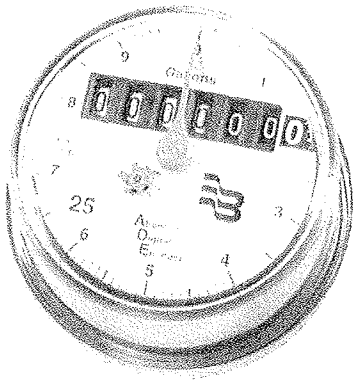
Tamper-Resistant Features: Unauthorized removal of the ADE is inhibited by a tamper resistant Torx® seal screw, provided as a standard accessory with the ADE. An optional tamper detection seal wire screw is also available.

Construction: The housing of the ADE is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The register gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

Temperature: The operating range of the ADE is -40° C to 60° C (-40°F to 140°F). The water meter should not be subjected to temperatures below freezing.

Sealing: The ADE achieves true water resistance due to the adhesive technology used to seal the glass dome to the corrosion resistant metal bottom. Leak rates less than 10^{-6} cc/sec, as tested by a helium mass spectrometer, are comparable to a true hermetic seal. Due to this unique sealing process, the ADE exceeds all applicable requirements of AWWA Standard C707 regarding moisture intrusion.

Wire Connections: The ADE is available with either a wire lead, fully potted to prevent moisture intrusion at the connections, or with terminal screws. When provided with a wire lead, the ADE may be pre-wired at the factory to select Badger Meter-approved AMR devices, or may be furnished with a variety of lead wire lengths. Lead wire equipped ADE registers are suitable for installation in all environments, including continuously submerged water meter pits. The terminal screw version ADE features a tamper-resistant cap over the three-wire terminals. ADE registers with terminal screws are for indoor installation in protected environments, such as residential basements.

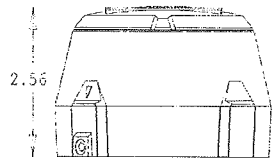


Specifications

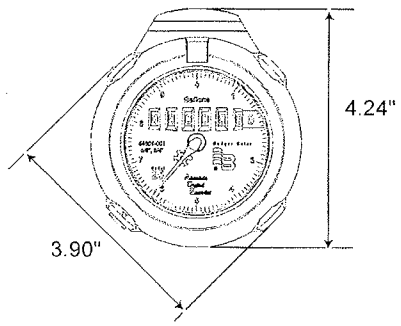
Transmitter/Register	Straight reading, permanently sealed, magnetic drive
Unit of Measure	U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on register face
Number Wheels	Six with 3/16-inch high numerals
Test Circle	360° circle with ten major increments with ten divisions each
Weight	11 Ounces
Humidity	0% to 100% condensing when equipped with potted lead wire, 0% to 95% non-condensing with screw-terminal wire connections
Temperature	-5° F to 120° F (-20° C to 49° C)
Signal Output	Industry Standard ASCII Format
Visual Resolution	1/100th of Test Circle
Electronic Resolution	Four-, five- or six-dial resolution
Signal Type	Two-wire asynchronous for Touch Solutions
Power Source	External

Electrical: The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC801-2, IEC801-4 Severity Level 4. Operation of the ADE is dependent on the wire length limitations of connected AMR equipment.

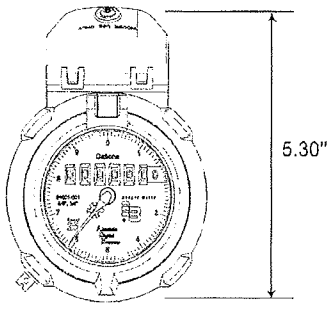
Operating Characteristics: The digital reading obtained by an AMR device is sensed directly from the position of the ADE register's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.



Side View Dimensional Drawing



with wire lead



with terminal screws

Top View Dimensional Drawing

Measurement Resolution: The minimum electronic resolution of the ADE is as noted below (6 Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

RECORDALL® Disc Series	Size	6 Dial Resolution Gallons	6 Dial Resolution Cubic Feet (Ft^3)	6 Dial Resolution Cubic Meters (m^3)
M25	5/8"	10	1	0.1
M25	3/4"	10	1	0.1
M35	3/4"	10	1	0.1
M40	1"	10	1	0.1
M55	1"	10	1	0.1
M70	1"	10	1	0.1
M120	1 1/2"	100	10	1
M170	2"	100	10	1

RECORDALL Turbo Series	6 Dial Resolution Gallons	6 Dial Resolution Cubic Feet (Ft^3)	6 Dial Resolution Cubic Meters (m^3)
1 1/2"	100	10	1
2"	100	10	1
3"	100	10	1
4"	100	10	1
6"	1000	100	10
8"	1000	100	10
10"	1000	100	10
12"	10000	1000	10
16"	10000	1000	10
20"	10000	10000	10

Fire Service Meters	6 Dial Resolution Gallons	6 Dial Resolution Cubic Feet (Ft^3)	6 Dial Resolution Cubic Meters (m^3)
3"	100	10	1
4"	100	10	1
6"	1000	100	10
8"	1000	100	10
10"	1000	100	10

RECORDALL Compound Series	6 Dial Resolution Gallons	6 Dial Resolution Cubic Feet (Ft^3)	6 Dial Resolution Cubic Meters (m^3)
2" High Side (Turbine)	100	10	1
2" Low Side (PD)	10	1	0.1
3" High Side (Turbine)	100	10	1
3" Low Side (PD)	10	1	0.1
4" High Side (Turbine)	100	10	1
4" Low Side (PD)	10	1	0.1
6" High Side (Turbine)	1000	100	10
6" Low Side (PD)	10	1	0.1

Resolution stated as individual high and low readings.

⚠CAUTION

The ADE should only be connected to a Badger Meter, Inc. approved product. Connection to an unapproved product will void the ADE warranty.

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Please see our Web site at
www.badgermeter.com
for specific contacts.

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Itron

Knowledge to Shape Your Future

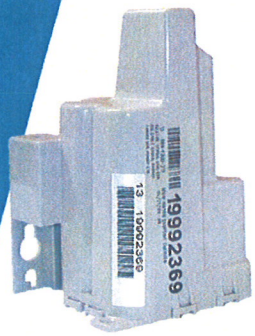
100 Series

Water Endpoint

Introduction

The 100 Series water endpoint is the latest addition to Itron's portfolio of advanced water metering devices. Featuring a compact design, industry-leading battery life and technology designed to adapt and grow with your business, the 100 Series can help you streamline your operations and maximize your resources today and into the future.

100 Series endpoints are available in two housing designs, supporting both water pit and remote installations. These endpoints offer advanced meter data collection designed specifically for the collection systems of Itron's ChoiceConnect™ solution, including mobile collection and fixed network systems. 100 Series endpoints differentiate themselves from other devices on the market by providing true two-way communications capabilities. Engineered from the ground up to leverage the benefits of ChoiceConnect, 100 Series devices enable easy migration from mobile to fixed network operations as your business needs evolve. And with ChoiceConnect's™ complementary technology, mobile and fixed network systems can be mixed-and-matched to ensure maximum efficiency and reliability in both high- and low-density meter populations.



Water meter compatibility

The 100 Series water endpoint is compatible with industry-leading water meters from Itron—as well as those from manufacturers such as Badger, Elster AMCO, Hersey, Metron Farnier, Neptune and Sensus—enabling water utilities to consolidate all their water meters under a single reading system. Powered by advanced lithium battery technology, the endpoint is designed for greater than 20 years of battery life. Battery life is reduced if mobile hard-to-read mode is activated.

Data logging

The 100 Series water endpoint stores 40 days of hourly consumption information, offering the advantages of a fixed network system and the capabilities of a mobile system. This data is available in four basic packets and readable with the fixed network system as well as mobile:

- Any reading within the last 40 days
- A set of 24 consecutive hourly intervals
- A set of 40 daily intervals
- A set of 40 days of hourly intervals

Ease of installation

The 100 Series water endpoint includes integral mounting adapters to install the device below compatible meter pit lids, by mounting directly to the meter body or using a standard-dimension fiberglass rod. A shelf-mount adapter is available for use with lids that contain a recessed cavity on the underside of the pit. Additionally, a remote antenna is available for through-lid installations (for lids utilizing a 1.75-inch hole). Both models can also be screw-fastened to flat surfaces. The compact design of the 100 Series endpoint, coupled with an optional in-line register cable connector (pit version only), make installations up to 25 feet from the water meter quick and easy.

The encoder version does not require any programming—it automatically detects the register type within one hour of being connected. 100 Series devices do not require a FCC license.

Leak management

Water loss management is critical to any water utility's success. 100 Series water endpoints connect to Itron's advanced acoustic leak sensors. These sensors collect and analyze sound patterns in their environment to detect new, evolving and pre-existing leaks automatically with web based application mlogonline. Leak sensor technology coupled with the endpoint's internal metered leak logic and the option to use data from groups of 100 Series devices (District Metering) provide the utility with a highly accurate picture of the overall health of the water distribution system.

100W specifications

Superior performance

The 100 Series water endpoints utilize 50 radio channels randomly, selecting one channel for each data message. This multi-channel approach delivers higher read integrity over competing products by reducing the effect of interfering signals from other radio frequency (RF) signals in the area.

Reliability

100 Series water endpoints feature a circuit assembly and battery pack that are fully encapsulated within a specially-formulated potting material to completely protect internal components from water, contaminants, corrosion, rough handling and temperature cycling. With their straight forward design, 100 Series devices use substantially fewer components than most competing products, resulting in greater reliability. The advanced, integrated antenna operates effectively in a wide range of meter box installations; the design and use of the optional remote pit antenna protects 100 Series water endpoints from lawn mowers, vehicle traffic and other environmental hazards. The 100W is backed by a 20 year limited warranty which starts at time of shipment

Lower cost of ownership

100 Series devices feature industry-leading battery life, ensuring your automated meter reading (AMR) investment achieves substantially better financial returns than competing products with batteries that typically last only ten or twelve years. Additionally, with advancements in leak reverse flow (encoder version only) and tamper detection, 100 Series water endpoints necessitate fewer field investigations and substantially lower expenditures for installation, meter reading, customer service and field service. And with a low battery alarm, these endpoints help utilities better plan and manage the replacement of units in the field.

Functional

- Power Source: Two "A" cell lithium batteries warranted for 20 years
- Maximum meter register pulse frequency (pulse version only): 4 Hertz
- Operating temperature: -40°F to +158°F (-40°C to +70°C)
- Storage temperature: -40°C to + 75°C for maximum of 1,000 hours
- Humidity limits: 0 to 100% (submersible)
- Maximum register cable dimension: 300 feet with Itron-approved cable and splice connectors
- Meter compatibility: See Water Endpoint Meter Compatibility Guide (PUB-0063-002)

Transmission parameters

- Data message: Multiple RF channel transmissions of meter register value, cut cable and or communication error tamper(s), reverse flow (encoder version only) and system leak status messages, as well as low battery indicator is transmitted every nine seconds in mobile mode. In fixed network mode all this information plus the last 8 time synchronized consumption intervals is transmitted every five minutes. Also during fixed network mode, our standard consumption message and communication flags are transmitted every minute to allow for contingency reads
- Transmitter frequencies: 910 – 920 MHz (Low Power) in mobile mode. 910 – 920 MHz (High Power) in fixed network & mobile hard-to-read modes

Approved reading devices

- Network system: Itron Fixed Network 100 Series CCU and Data Repeaters (full two-way communication capability)
- Drive-by system: Itron Mobile Collection System* and Mobile Collector Lite*
- Walk-by system: Itron FC200SR* and FC300SR handheld computers

Approved programming device

- FC200SR with Field Deployment Manager (FDM) version 1.0 or higher software
- FC300 SRead with Field Deployment Manager (FDM) version 1.0 or higher software

Dimensions

- Height: 4.5 inches
- Maximum diameter:
  - Lower: 3.90 inches
  - Upper: Approx. 1.70 inches
- Weight: Approx. 9.6 oz.
- Endpoint cable length without in-line connector: 5 feet and 20 inches (for register direct mounting)
- In-line connector register cables: 5 feet and 25 feet

Mounting options

- Custom-fastener slots for future attachment to OEM mounting adapters
- Rod-mount using standard 1/2-inch fiberglass rod or similar products
- Pit lid shelf-mount using snap-on shelf mounting adapter
- Wall-mount to suitable backing material with user-supplied mounting screws
- Through meter pit/box lids with optional remote pit antenna for 1.75-inch diameter holes up to 2.5-inch maximum lid thickness

Regulatory and standards

- FCC Part 15.247
- Industry Canada #210, Section 6.2.2(o)

**Hardware/Software upgrades/updates may be required*

About Itron Inc. *Itron Inc. is a leading technology provider to the global energy and water industries. Our company is the world's leading provider of intelligent metering, data collection and utility software solutions, with nearly 8,000 utilities worldwide relying on our technology to optimize the delivery and use of energy and water. Our products include electricity, gas, water and heat meters; data collection and communication systems, including automated meter reading (AMR) and advanced metering infrastructure (AMI); meter data management and related software applications; as well as project management, installation, and consulting services. To know more, start here:* www.itron.com

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Publication 101020SP 02 06/10

NATIONAL
METER AND AUTOMATION, INC.

Warranties

Itron

100W Series Water Endpoints (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
Leak Sensor	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
Digital Leak Detector	14 months from shipment
DigiCorr Leak Correlator	14 months from shipment

Badger Meter

This warranty shall apply to all Recordall® Non-Leaded Bronze Disc Meters, models LP through 170 when used to measure potable water; and the registers, generators, and encoders used with these meters (collectively "Product"), sold on or after September 1, 2007. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. ("Badger®") distributors, hereafter referred to as "Customer" and does NOT apply to consumers.

Badger warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time-frames:

Twenty (20) years after installation; or twenty (20) years and six (6) months after shipment from Badger.

Twenty-five (25) years after installation; or twenty-five (25) years and six (6) months after shipment from Badger.

Ten (10) years after installation; or ten (10) years and six (6) months after shipment from Badger.

Five (5) years after installation; or five (5) years and six (6) months after shipment from Badger.

Fifteen (15) years after installation; or fifteen (15) years and six (6) months after shipment from Badger.

One (1) year after installation; or one (1) year and six (6) months after shipment from Badger.

The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700-02 for the following periods:

Model LP Recordall 5/8" and 5/8" x 3/4"
Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.

Model 25 Recordall 5/8" and 5/8" x 3/4"
Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.

Model 35 Recordall 3/4"
Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.

Model 55 Recordall 1"
Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.

Model 70 Recordall 1"
Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.

Model 120 Recordall 1-1/2"
Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.

Model 170 Recordall 2"
Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.

The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5 (1999) Table 5.3 for the following periods:

Model LP Recordall 5/8" and 5/8" x 3/4"
Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 20 gpm safe maximum operating capacity and a 10 gpm maximum rate for continuous operation.

Model 25 Recordall 5/8" and 5/8" x 3/4"
Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.

Model 35 Recordall 3/4"
Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.

Model 55 Recordall 1"
Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.

Model 70 Recordall 1"
Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.

Model 120 Recordall 1-1/2"
Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.

Model 170 Recordall 2"
Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.

BADGER METER EXTENDED LOW FLOW METER ACCURACY

Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:

Model LP Recordall 5/8" and 5/8" x 3/4"
Badger warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.

Model 25 Recordall 5/8" and 5/8" x 3/4"
Badger warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.

Model 35 Recordall 3/4"
Badger warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.

Model 55 Recordall 1"
Badger warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.

Model 70 Recordall 1"
Badger warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.

Model 120 Recordall 1-1/2"
Badger warrants Product low flow accuracy of 95% at a rate of 1 1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.

Model 170 Recordall 2"
Badger warrants Product low flow accuracy of 95% at a rate of 1 1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to Badger's satisfaction to have failed the foregoing warranties will, at Badger's option, be repaired or replaced without charge to the Customer. Badger's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger's receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700-02 and AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond Badger's reasonable control. With respect to Product not manufactured by Badger, the warranty obligations of Badger shall in all respects conform and be limited to the warranty extended to Badger by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger or Badger's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger or Badger's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Badger's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger's liability shall in no event exceed the contract price. **BADGER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

ADE®, Recordall®, RTR® and Badger® are registered trademarks of Badger Meter, Inc.

Badger Meter ®

This warranty shall apply to the Absolute Digital Encoder (ADE®) ("Product"), sold on or after August 1, 2006. The warranty is extended only to utilities, municipalities, other commercial users, and authorized Badger Meter, Inc. ("Badger®") distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Badger warrants the Product to be free from defects in materials and workmanship appearing within the earlier of either: Ten (10) years after installation; or ten (10) years and six (6) months after shipment from Badger.

Any Product proved to Badger's satisfaction to have failed the foregoing warranties will, at Badger's option, be repaired or replaced without charge to the Customer. Badger's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger's receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger is willing and able to replace defective Products to Customer within a reasonable time after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

This warranty shall not apply to Product repaired or altered by any party other than Badger. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger's instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond Badger's reasonable control. With respect to equipment and parts not manufactured by Badger, the warranty obligations of Badger shall in all respects conform and be limited to the warranty extended to Badger by the supplier.

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Any description of the Product, whether in writing or made orally by Badger or Badger's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger or Badger's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger.

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Badger® is a registered trademark of Badger Meter, Inc.
ADE™ is a trademark of Badger Meter, Inc.

Badger Meter Inc., 4545 W. Brown Deer Road, P.O. Box 245036 Milwaukee, Wisconsin 53224-9536

NATIONAL
METER AND AUTOMATION, INC.

City of Lodi
WMP Meter Procurement Proposal
Addendum #1: Clarifications

1) Section L5- Terms and Conditions: Meter Assemblies and Material

"Page 4 of the National Meter Proposal, second paragraph under "Terms and Conditions: Meter Assemblies and Materials": National Meter states that a "base delivery of 500 meter assemblies will be scheduled on 7 day intervals." A "base load" of a set quantity at a set interval should not be assumed by National Meter. Smaller or larger delivery increments may be required, and National Meter and Automation is responsible for coordinating precise delivery schedules with the Installation Contractor. The City's RFP established 500 unit lots delivered every 7 days as the maximum rate for meter deliveries to the Installation Contractor as a basis for bids. This delivery schedule should not be considered as a constant 'base load.' "

Reply: Agreed. Meter deliveries will be scheduled with the Installation Contractor. This delivery schedule will not be considered as a constant "base load".

2) Cost Proposal

"The benchmark date for the Producer Price Index has been proposed as October 2010. No basis has been proposed for the Consumer Price Index. National Meter should provide the benchmark date for the local CPI as the basis for future price increases. Also, National Meter should provide the specific CPI index (e.g. the formal name of the proposed, local index or region) that will be used."

Reply: CPI Index is based on the US Department of Labor, Bureau of Labor Statistics, as of December 31, 2010, Sacramento Area.

3) ERT Mounting Options

"The City has determined that existing meter box lids will not be replaced under the WMP. Existing meter box installations account for only a fraction of the total meter installations, but will not be compatible with the lid-mounted encoder- receiver-transmitter- (ERT) units previously specified by the City and proposed by National Meter. Instead, pit mounted ERT's will be required at these locations. The Installation Contractor will be responsible for specifying the quantity of pit mounted ERTs and providing this information to National Meter. Prior to awarding the water meter procurement contract to National Meter, the City should verify with National Meter that partially substituting pit mount ERTs for lid-mount ERTs does not cause a price change."

Reply: Substituting pit mount (under lid) ERTs for Lid Mount ERTS will *reduce* the net price for the meter and ERT assembly by $2.00.

Exhibit B

2012 NATIONAL METER PRICE CALCULATION

Size	Quantity	Unit Price	
¾"	2,322	$194	$450,468.00
1"	25	$226	$5,650.00
2"	25	$622	$15,550.00
	2,372	Subtotal	$471,668.00
CA Sales Tax (7.25%)			$34,196.00
County Sales Tax (0.5%)			$2,358.34
Local Sales Tax (1%)			$4,716.68
		Total	$508,223.34
Field Documentation	2,372	$8	$18,976.00
		GRAND TOTAL	$527,199.34

EXHIBIT C

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

1. COMPREHENSIVE GENERAL LIABILITY

   $2,000,000 Ea. Occurrence

   $2,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

   $1,000,000 Bodily Injury - Ea. Person
   $1,000,000 Bodily Injury - Ea. Occurrence

   $1,000,000 Property Damage - Ea. Occurrence

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

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

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

(a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

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

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	02/21/2012
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	181		3205	Fund Balance	$ 5,690,000.00
B. USE OF FINANCING	181	181465	1825.2150	Water Meter Program Phase 2	$ 5,690,000.00

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

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

Contract with Teichert Construction for the water meter program phase 2 project.

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

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

Department Head Signature: Wally Sandelin

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2012-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE AGREEMENTS FOR
THE WATER METER PROGRAM PHASE 2 PROJECT
AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on February 8, 2012, at 11:00 a.m., for Water Meter Program Phase 2, described in the specifications therefore approved by the City Council on December 21, 2011; and

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

Bidder	**Bid**
Teichert Construction	$4,199,640
Navajo Pipelines	$4,411,230
Knife River Construction	$4,496,395
Mountain Cascade	$4,598,370
Vinciguerra Construction	$4,733,820
Mozingo Construction	$4,769,280
Marques Pipeline	$4,985,995
Preston Pipelines	$5,318,775
Vulcan Construction	$5,493,331
Arrow Construction	$5,624,429*
Pacific Underground	$5,750,517
West Valley Construction	$7,324,961

*Corrected Total

WHEREAS, staff recommends awarding the contract for Water Meter Program Phase 2 to the low bidder, Teichert Construction, of Roseville, California, in the amount of $4,199,640; and

WHEREAS, staff recommends RMC Water and Environment , of Walnut Creek, perform construction administration services. This is a time-and-materials contract with a not-to-exceed maximum of $416,993; and

WHEREAS, National Meter and Automation, Inc., of Santa Rosa, is the local supplier for Badger Meter, Inc., of Milwaukee, that was approved by City Council on August 4, 2010, as the sole source provider of water meters to the Water Meter Program. Staff, along with RMC, has negotiated the necessary terms and requirements of the water meter assemblies' procurement and related field services. The total contract amount is $527,199; and

WHEREAS, staff recommends appropriation of $5,690,000 from the Water Capital Fund to cover the cost of construction, construction administration services, water meter assemblies, Public Works Engineering staff, and contingency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for Water Meter Program Phase 2 to the low bidder, Teichert Construction, of Roseville, California, in the amount of $4,199,640; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the time-and-materials contract for construction administration services to RMC Water and Environment, of Walnut Creek, California, in an amount not to exceed $416,993; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for the water meter assemblies procurement and related field services to National Meter and Automation, Inc., of Santa Rosa, California, in the amount of $527,199; and

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

BE IT FURTHER RESOLVED that funds in the amount of $5,690,000 be appropriated from the Water Capital Fund for this project.

Dated: March 7, 2012

==========

I hereby certify that Resolution No. 2012-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 7, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk