



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: April 2, 2014

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

For information regarding this Agenda please contact:

Randi Johl-Olson, 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 Jordan Ayers, Deputy City Manager, and Adele Post, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters (Excepting Human Resources Manager and Deputy City Manager) and Conference with Mayor Phil Katzakian (Labor Negotiator) Regarding City Council Appointees (Excepting Interim City Manager) Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Sexual Assault Awareness Month Proclamation (CLK)
- B-2 National Volunteers Week Proclamation (PD)
- B-3 National Animal Control Officers Appreciation Week Proclamation (PD)
- B-4 National Public Safety Telecommunicators Week Proclamation (PD)
- B-5 Library Volunteer of the Year Award (LIB)
- B-6 Presentation on Lower Mokelumne River Watershed Stewardship User Guide (CD)

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

- C-1 Receive Register of Claims in the Amount of \$2,731,722.77 (FIN)
- C-2 Approve Minutes (CLK)
 - a) March 18 and 25, 2014 (Shirtsleeve Sessions)
 - b) March 19, 2014 (Regular Meeting)

- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Replacement Project (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for White Slough Water Pollution Control Facility Control Building Remodel and Addition Project (PW)
- C-5 Approve Specifications and Authorize Advertisement for Bids for 2014 GrapeLine Bus Stop Improvements (PW)
- C-6 Approve Specifications and Authorize Advertisement for Bids for Kettleman Lane Bus Stop Improvements (PW)
- Res. C-7 Adopt Resolution Approving Purchase of Primary Chain and Flight Collector Equipment for White Slough Water Pollution Control Facility from DC Frost Associates, Inc., of Walnut Creek (\$90,000) (PW)
- C-8 Accept Improvements Under Contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute a Contract Change Order to Professional Services Agreement with KPFF Consulting Engineers, of Roseville, for Additional Engineering Design Services at Lodi Transit Station (\$37,458) (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement and Extensions for Geographical Information System Consulting Services with Interwest Consulting Group, of Elk Grove (\$30,000) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Long-Term Layoff Agreement for the California-Oregon Transmission Project Between City of Lodi and Certain Members of the Transmission Agency of Northern California (EU)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Transmission Grid Intertie Support with Flynn RCI, of Discovery Bay (\$225,000) (EU)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings

- Res. G-1 Public Hearing to Consider Adopting Resolution Approving the Draft 2014-2018 Consolidated Plan for the Community Development Block Grant Program (CD)

H. Communications

- H-1 Post for Expiring Terms and Vacancies on the Greater Lodi Area Youth Commission and Lodi Improvement Committee (CLK)
- H-2 Appointment to the Lodi Animal Advisory Commission and Re-Post for Remaining Vacancy (CLK)

I. Regular Calendar – None

J. Ordinances

Ord. J-1 Adopt Ordinance No. 1893 Entitled, "An Ordinance of the Lodi City Council Amending Lodi
(Adopt) Municipal Code Section 17.68.20, 'Restrictions on Nonconforming Uses and Structures,' by
Adding Paragraph A-6 Allowing Existing Industrial Uses to Expand Use and Structures Within
the Mixed Use Corridor" (CLK)

K. Adjournment

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



Randi Johl-Olson
City Clerk

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.

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REGULAR COUNCIL MEETING OF THE LODI CITY COUNCIL

April 2, 2014

Closed Session – 5:30 p.m.

Regular Meeting – 7:00 p.m.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Jordan Ayers, Deputy City Manager, and Adele Post, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters (Excepting Human Resources Manager and Deputy City Manager) and Conference with Mayor Phil Katzakian (Labor Negotiator) Regarding City Council Appointees (Excepting Interim City Manager) Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

Presentations



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Sexual Assault Awareness Month Proclamation

MEETING DATE: April 2, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Katzakian to present proclamation proclaiming the month of April 2014 as "Sexual Assault Awareness Month" in the City of Lodi.

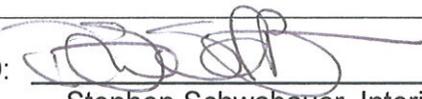
BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the month of April 2014 as "Sexual Assault Awareness Month" in the City of Lodi. Lynsay Nuss, Domestic Violence Specialist with the Women's Center of San Joaquin, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: 
Stephen Schwabauer, Interim City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of April 6-13, 2014, as "National Volunteers Week"

MEETING DATE: April 2, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of April 6-13, 2014, as "National Volunteers Week."

BACKGROUND INFORMATION: National Volunteers Week is a national event to recognize and celebrate the profound impact men and women who volunteer have on their community. One person can make a difference through volunteerism and in 2013 more than 2,000 Lodians donated their valuable time to assist various City departments giving over 68,670 hours of service at an estimated fiscal benefit of \$1,520,354.

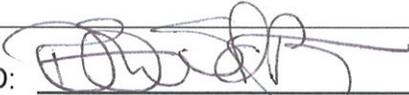
At the Public Library volunteers serve as Adult Literacy tutors, homework help tutors, Lucas Computer Learning Center coaches and instructors, general library volunteers, Friends of the Lodi Public Library, Lodi Public Library Foundation, and Teen Advisory Council. In 2013, 253 volunteers donated 29,605 hours to the library with an estimated fiscal benefit of approximately \$655,455.

The Public Works Department works with many volunteer groups who donate time to accomplish specific projects. In 2013, there were 540 volunteers who provided an estimated 3,310 hours of service annually with a fiscal benefit of \$73,283. Volunteers serve as Storm Drain Detectives, Coastal Cleanup, Galt Adult Learning Center bi-monthly cleanups at Lodi Lake, Starbucks Earth Day Cleanup at Lodi Lake, Heritage School Earth Keeper's Club and the Master Gardner's Downtown Lodi flower pot project.

The Parks, Recreation, & Cultural Services Department has more than 1,000 volunteers who provide an estimated 2,500 hours of service annually with a fiscal benefit of \$55,350. Volunteers serve as Boosters of Boys/Girls Sports (BOBS), coaches, umpires/referees, Lodi Lake Nature Area Docents, Tree Lodi project, ushers at Hutchins Street Square, Park Project volunteers and serve on various commissions. The 1,300 volunteers provided a fiscal benefit to the City of \$79,842.

The Animal Shelter PALS (People Assisting Lodi Shelter) was founded in 2004 to save the lives of abandoned dogs and cats. They assist animal shelter staff with office work, handle animal adoptions, staff their WAGS thrift store on Main & Pine Streets, fundraise, and promote animal care and spay/neuter through education. With a total of 110 volunteers PALS donated 9,818 hours to the Police Department with an estimated fiscal benefit of approximately \$217,371.

The Police Cadet Program offers local youths between the ages of 16 and 24 the opportunity to volunteer and gain valuable experience during their high school and college years. Thirteen cadets participate at the present time. Many of these young people end up with a full-time career in law enforcement. Cadets assist the department at special events, DUI checkpoints, and perform clerical duties in the Records Division.

APPROVED: 
 Stephen Schwabauer, Interim City Manager

The Police Chaplaincy Program was formed in February of 1994. There are currently five clergy providing daily support for Lodi Police Department personnel and their families and emergency response when needed. Chaplains provide emotional support, assisting Officers in the field with death notifications, and at a critical and/or crisis incident. In 2013, chaplains donated 100 hours to the Police Department with an estimated fiscal benefit of approximately \$2,214.

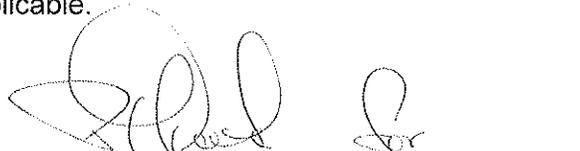
The Police Partners Program has been in operation for 21 years, providing endless hours of service to the Lodi Police Department. In 2013, Partners donated 23,337 hours to the Police Department with an estimated fiscal benefit of \$516,681. There are currently 90 Partners serving the Police Department.

There are also 21 community volunteers who serve behind the scenes on the Crime Stoppers and Lodi Police Foundation Board and the Chaplain Board of Directors, all of whom give generously of their time and talents, and often their personal funds, toward the betterment of the Lodi Police Department and ultimately in service to the community.

A representative of the Police, Library, Public Works, and Parks, Recreation, & Cultural Services Departments will be present to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.



Mark Helms
Chief of Police



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of April 13-19, 2014, as "National Animal Control Officer Appreciation Week"

MEETING DATE: April 2, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of April 13-19, 2014, as "National Animal Control Officer Appreciation Week."

BACKGROUND INFORMATION: National Animal Control Officer Appreciation Week is a national event to recognize the men and women who handle all calls related to wild and domestic animals in distress.

Every day, in all of our communities, dedicated Animal Services Officers (ASO) answer calls for assistance. They apprehend roaming and/or dangerous dogs, rescue animals in danger, investigate situations of alleged animal abuse and neglect, transport injured animals to veterinary hospitals for care, regularly educate pet owners about responsible pet care, and mediate disputes between neighbors regarding their pets.

In the past year, ASOs responded to 2,476 field/service calls, rescued 1,745 stray animals and confiscated one cat and three dogs that were victims of cruelty, neglect or abandoned.

We depend upon ASOs to fulfill the Animal Services Unit's commitment to providing the highest and most efficient level of customer service. They are dedicated to the health, safety, and protection of the citizens and animals of Lodi.

The Lodi Police Department has one part-time Assistant Animal Services Officer, one Assistant Animal Services Officer and one Animal Services Supervisor who work 9-hour shifts.

A representative of the Police Department Animal Services Unit will be present to accept the proclamation.

FISCAL IMPACT: None

FUNDING AVAILABLE: Not applicable.

A handwritten signature in blue ink, appearing to read "Mark Helms".

Mark Helms
Chief of Police

MH/pjm

APPROVED: _____
Stephen Schwabauer, Interim City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of April 13-19, 2014, as "National Public Safety Telecommunicators Week"

MEETING DATE: April 2, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of April 13-19, 2014, as "National Public Safety Telecommunicators Week."

BACKGROUND INFORMATION: National Public Safety Telecommunicators Week is a national event to recognize the men and women who dispatch our police forces, our ambulances and our firefighters. Although they are not as visible as the men and women who arrive at the scene of emergencies, they are equally important to the safety and level of service provided to our community.

Every day, in all of our communities, dedicated public safety telecommunicators answer calls for assistance. They dispatch our calls for help to police and fire departments, facilitating the execution of emergency rescue vehicles and law-enforcement operations in our city.

We depend upon public safety telecommunicators to notify emergency personnel promptly, clearly, and calmly. We depend on them to keep our loved ones calm and assured in an emergency. We depend on them for guidance and support in our most frantic and panicked moments.

The Lodi Police Department has 16 dispatcher/jailers, three Lead dispatchers and one dispatch supervisor working 12-hour shifts. Lodi is one of the very few departments in the state where dispatchers not only staff the Communications Center for business and 911 calls, they also serve as jailers; booking, processing and providing care for prisoners while they await arraignment in court or transfer to other agencies. Several of the dispatchers are also cross-trained to work special assignments such as court liaison, field evidence technicians and members of the Hostage Negotiations Team.

A representative of the Police Department Communications Center will be present to accept the proclamation.

FISCAL IMPACT: None

FUNDING AVAILABLE: Not applicable.

A handwritten signature in blue ink, appearing to read "Mark Helms".

Mark Helms
Chief of Police

MH/pjm

APPROVED: _____

Stephen Schwabauer, Interim City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Library Volunteer of the Year Award

MEETING DATE: April 2, 2014

SUBMITTED BY: Library Director

RECOMMENDED ACTION: Caitlin Casey, President of the Library Board of Trustees, presents the 2013 Library Volunteer of the Year Awards to Ron Russell and Keith Lewis. Mrs. Casey will also present a special recognition award to Library Foundation President Nanette Green.

BACKGROUND INFORMATION: In 2001, the Library Board of Trustees established the Bob Hildreth Library Volunteer of the Year Award to be given to the library volunteer(s) who contributed significantly to the support of library services for the Lodi Public Library and the residents of Lodi. The 2013 recipients of this service award are Ron Russell and Keith Lewis. Mr. Russell serves as a computer library instructor and has contributed his innumerable talents and time to assisting citizens improve their computer skills and abilities. He instructs countless courses, is an adult literacy tutor, and is at the Library almost every day of the week.

Mr. Lewis serves on the Library Foundation Board and is one of the most respected individuals within the Library. He possesses unparalleled artistic skills that have benefited the Library through the quarterly Foundation newsletter, advertisements of upcoming events, and signage throughout the Library. He manages the Foundation's office and volunteers an amazing number of hours to the Library.

Finally, the Library Board of Trustees is presenting a specific recognition award to Library Foundation President Nanette Green. Ms. Green currently serves as the Library Foundation President and has been a admired leader in the Library's quest to secure funding for the various phases of its renovation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dean Gualco".

Dean Gualco, Library Director

APPROVED:

A handwritten signature in black ink, appearing to read "Stephen Schwabauer".

Stephen Schwabauer, Interim City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Presentation Regarding Lower Mokelumne River Watershed Stewardship User Guide
MEETING DATE: April 2, 2014
PREPARED BY: Community Development Department

RECOMMENDED ACTION: Presentation regarding Lower Mokelumne River Watershed Stewardship User Guide.

BACKGROUND INFORMATION: The Lower Mokelumne River is a tremendous economic asset to Lodi and northern San Joaquin County. Recreational opportunities provided by the Mokelumne River help bring tourism dollars to the area. The Mokelumne River is also a source of irrigation water for agriculture, the engine that drives the local economy; and now a drinking water source for Lodi.

The Lower Mokelumne River Watershed Stewardship Steering Committee is a volunteer stakeholder group that was first formed to create a watershed stewardship plan for the Lower Mokelumne River. Once that was accomplished, the group refocused its efforts on implementing the plan.

The Steering Committee's latest implementation tool is a User's Guide that is designed to get you started in making a few simple changes to help benefit your community in general and the Lower Mokelumne River in particular. The assessments provided in this guide give you an opportunity to rate your own property and activities on a point system. Scoring on these assessments is similar to golf: the lower the score, the better for the Mokelumne River.

The User Guide was funded through the City of Lodi's Smart Valley Places Sustainable Communities Planning grant. Steering Committee representative John Brodie will be present to further explain the purpose and benefit of the User Guide.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.



Stephen Schwabauer
Interim Community Development Director

SS/jw

APPROVED: 

Stephen Schwabauer, Interim City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims through March 13, 2014 in the Total Amount of \$2,731,722.77.

MEETING DATE: April 2, 2014

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,731,722.77.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,731,722.77 through 03/13/14. Also attached is Payroll in the amount of \$1,194,705.48.

FISCAL IMPACT: Not applicable.

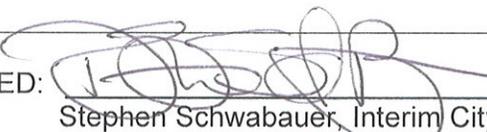
FUNDING AVAILABLE: As per attached report.



Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: 

Stephen Schwabauer, Interim City Manager

Accounts Payable
Council Report

As of Thursday	Fund	Name	Amount
03/13/14	00100	General Fund	1,525,500.83
	00160	Electric Utility Fund	63,709.49
	00161	Utility Outlay Reserve Fund	13,177.95
	00164	Public Benefits Fund	8,025.00
	00168	Environmental Compliance	1,690.67
	00170	Waste Water Utility Fund	33,578.76
	00175	IMF Storm Facilities	3,256.13
	00180	Water Utility Fund	387,470.12
	00181	Water Utility-Capital Outlay	291,728.15
	00210	Library Fund	613.09
	00211	Library Capital Account	86,144.82
	00234	Local Law Enforce Block Grant	1,402.03
	00260	Internal Service/Equip Maint	34,963.25
	00270	Employee Benefits	23,748.25
	00300	General Liabilities	6,216.49
	00310	Worker's Comp Insurance	21,427.68
	00320	Street Fund	47,252.30
	00321	Gas Tax-2105,2106,2107	35,425.47
	00325	Measure K Funds	10,014.49
	00331	Federal - Streets	36,590.37
	00340	Comm Dev Special Rev Fund	464.06
	00347	Parks, Rec & Cultural Services	27,723.25
	00459	H U D	15,980.69
	01211	Capital Outlay/General Fund	17,691.40
	01212	Parks & Rec Capital	1,848.89
	01250	Dial-a-Ride/Transportation	5,046.87
	01251	Transit Capital	963.00
	01252	PTMISEA	962.00
	01410	Expendable Trust	9,338.35

Sum			2,711,953.85
	00184	Water PCE-TCE-Settlements	84.00
	00185	PCE/TCE Rate Abatement Fund	10,931.90
	00190	Central Plume	8,753.02

Sum			19,768.92

Total Sum			2,731,722.77

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	03/02/14	00100	General Fund	701,257.78
		00160	Electric Utility Fund	149,695.57
		00161	Utility Outlay Reserve Fund	4,248.77
		00170	Waste Water Utility Fund	116,251.30
		00180	Water Utility Fund	9,097.80
		00210	Library Fund	25,471.74
		00260	Internal Service/Equip Maint	17,126.75
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	27,171.49
		00340	Comm Dev Special Rev Fund	27,444.68
		00347	Parks, Rec & Cultural Services	106,375.41
		01250	Dial-a-Ride/Transportation	7,608.30
Pay Period Total:				
Sum				1,194,705.48



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Minutes
a) March 18, 2014 (Shirtsleeve Session)
b) March 19, 2014 (Regular Meeting)
c) March 25, 2014 (Shirtsleeve Session)

MEETING DATE: April 2, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) March 18, 2014 (Shirtsleeve Session)
b) March 19, 2014 (Regular Meeting)
c) March 25, 2014 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.



Randi Johl-Olson
City Clerk

Attachments

APPROVED: 

Stephen Schwabauer, Interim City Manager



**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MARCH 18, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 18, 2014, commencing at 7:00 a.m.

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

Absent: None

Also Present: Interim City Manager Schwabauer, Interim City Attorney Magdich, and City Clerk Johl-Olson

B. Topic(s)

B-1 Receive Information Regarding Proposed Future Water, Wastewater, and Contracted Solid Waste Rate Increases Presented in the Recently-Distributed Proposition 218 Notice (PW)

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the Proposition 218 protest hearing for water, wastewater, and solid waste rates. Specific topics of discussion included an overview of the process, meter charges, vacant residential rates, water rate structural changes, examples of monthly changes, comparisons, water and wastewater capital programs, and solid waste compactor rates.

In response to Council Member Mounce, Mr. Sandelin stated water commodity costs are paid by all customers now while capacity costs are allocated to new growth through impact fees and he will provide that figure as requested.

In response to Council Member Nakanishi, Mr. Sandelin stated new development costs collected through impact fees are incorporated in the current water and wastewater financial models based on the projected amount of growth the City will experience over the next 50 years.

In response to Council Member Mounce, Mr. Sandelin stated the three-tier rate structure model is comparable to other communities and tends to encourage conservation.

In response to Council Member Johnson, Mr. Sandelin stated for 2014 it appears we are using less water at 18 CCF versus 20 CCF based on meter implementation and conservation efforts.

In response to Council Member Mounce, Mr. Sandelin stated the companies listed on the comparison chart are not listed in any particular order.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated that, while the utility was previously recovering its costs for providing service overall, the City was not recovering the cost of providing the service to the business customer class.

In response to Council Member Nakanishi, Mr. Sandelin stated overall the City of Lodi places in the middle with respect to water cost comparisons with other agencies in the region.

In response to Council Member Mounce, Mr. Sandelin stated that, if the water meter implementation was moved out, it would reduce the need for immediate increased revenue through rate increases and there may be an ability to extend Phase 7.

In response to Council Member Hansen, Mr. Sandelin stated that, if debt service is paid down at an earlier date, there may be several years of no rate increases or the savings could be used for other project needs.

In response to Council Member Johnson, Mr. Sandelin stated while there is a 3% cap for rate increases there may be inflationary pressures on costs in the future that are not easily predictable.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated material costs are holding steady unlike personnel related costs and we are still seeing a favorable bid climate.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin confirmed that the City is close to having replaced all of the older infrastructure that was subject to deterioration and collapse.

A brief discussion ensued between Council Member Mounce and Mr. Sandelin regarding the City's effort to recover costs for aging infrastructure and new infrastructure going into the future.

In response to Council Member Nakanishi, Mr. Sandelin stated the new development facility fee went into place in 2007. A brief discussion ensued amongst the City Council regarding property tax sharing with counties and facility district fee implementation for new growth.

In response to Council Member Johnson, Mr. Sandelin stated the landfill fees would be included in Option B at 100% of Consumer Price Index (CPI). Interim City Manager Schwabauer provided an overview of the concept of 80% CPI versus 100% CPI.

John Slaughterback spoke in regard to his concerns about sewer rate increases and the effect of a reduction in development impact fees.

Council Member Mounce requested that the development impact fee program be brought back before the City Council for consideration.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

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

ATTEST:

Randi Johl-Olson
City Clerk



LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MARCH 19, 2014

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of March 19, 2014, was called to order by Mayor Katzakian at 6:30 p.m.

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

Absent: None

Also Present: Interim City Manager Schwabauer, Interim City Attorney Magdich, and City Clerk Johl-Olson

C-2 Announcement of Closed Session

- a) Conference with Jordan Ayers, Deputy City Manager, and Adele Post, Human Resources Manager (Labor Negotiators), Regarding Fire Mid-Managers and Lodi Professional Firefighters; Conference with Adele Post, Human Resources Manager, and Dean Gualco, Library Services Director (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Katzakian reconvened the City Council meeting, and Interim City Attorney Magdich disclosed the following action. In regard to Item C-2 (a), this item was discussion only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of March 19, 2014, was called to order by Mayor Katzakian at 7:00 p.m.

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

Absent: None

Also Present: Interim City Manager Schwabauer, Interim City Attorney Magdich, and City Clerk Johl-Olson

B. Presentations

B-1 Walk for the Health of It Proclamation (CLK)

Mayor Katzakian presented proclamation to Jill De Herrera, Executive Administrative Assistant with the Lodi Memorial Hospital Foundation, proclaiming Saturday, May 3, 2014, as "Walk for the Health of It" day in the City of Lodi.

B-2 Arbor Day Proclamation (PRCS)

Mayor Katzakian presented proclamation to Parks Superintendent Steve Dutra proclaiming Wednesday, April 2, 2014, as "Arbor Day" in the City of Lodi.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$6,056,480.86 (FIN)

Claims were approved in the amount of \$6,056,480.86.

C-2 Approve Minutes (CLK)

The minutes of March 4, 2014 (Shirtsleeve Session), March 5, 2014 (Regular Meeting), and March 11, 2014 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for LED Street Light Retrofit Project (EU)

Approved the specifications and authorized advertisement for bids for LED Street Light Retrofit Project.

C-4 Adopt Resolution Authorizing the Purchase of 2014 Leeboy Asphalt Paver from Nixon-Egli Equipment Company, of Tracy (\$137,760.48), and Appropriating Funds (\$37,760.48) (PW)

Adopted Resolution No. 2014-34 authorizing the purchase of 2014 Leeboy asphalt paver from Nixon-Egli Equipment Company, of Tracy, in the amount of \$137,760.48 and appropriating funds in the amount of \$37,760.48.

C-5 Adopt Resolution Authorizing the Interim City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 4 and Non-Residential Meter Projects and Appropriating Funds (\$4,514,643): a) Awarding Phase 4 Water Meter Installation Contract to Teichert Construction, of Davis (\$3,645,238); b) Task Order No. 6 with RMC Water and Environment, of Walnut Creek, for Engineering Services During Construction (\$46,445); and c) Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$527,960) (PW)

Adopted Resolution No. 2014-35 authorizing the Interim City Manager to execute agreements with the following entities for the Water Meter Program Phase 4 and Non-Residential Meter Projects and appropriating funds in the total amount of \$4,514,643: a) awarding Phase 4 Water Meter Installation Contract to Teichert Construction, of Davis, in the amount of \$3,645,238; b) Task Order No. 6 with RMC Water and Environment, of Walnut Creek, for engineering services during construction in the amount of \$46,445; and c) Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services in the amount of \$527,960.

C-6 Adopt Resolution Awarding Contract for Water Meter Program Non-Residential Phase to Teichert Construction, of Davis (\$754,055), and Appropriating Funds (\$800,000) (PW)

Adopted Resolution No. 2014-36 awarding contract for Water Meter Program Non-Residential Phase to Teichert Construction, of Davis, in the amount of \$754,055 and appropriating funds in the amount of \$800,000.

C-7 Adopt Resolution Authorizing the City Manager to Execute Measure K Renewal Cooperative Agreement for Acquisition of Right-of-Way for Harney Lane Grade Separation Project and Appropriating Funds (\$1,071,900) (PW)

Adopted Resolution No. 2014-37 authorizing the City Manager to execute Measure K Renewal Cooperative Agreement for acquisition of right-of-way for Harney Lane Grade Separation Project and appropriating funds in the amount of \$1,071,900.

C-8 Adopt Resolution Approving Submittal of Federal Transit Administration Section 5339 Grant Documents to Caltrans and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests (PW)

Adopted Resolution No. 2014-38 approving submittal of Federal Transit Administration Section 5339 grant

documents to Caltrans and authorizing Transportation Manager to submit all necessary paperwork and reimbursement requests.

C-9 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Power Resource Planning Support with Robertson-Bryan, Inc., of Elk Grove (\$200,000) (EU)

Adopted Resolution No. 2014-39 authorizing the City Manager to execute Professional Services Agreement for power resource planning support with Robertson-Bryan, Inc., of Elk Grove, in the amount of \$200,000.

C-10 Adopt Resolutions Authorizing the City Manager to Execute Professional Services Agreements Res. for Electric Utility Compliance Support with URS Corporation, of Sacramento (\$51,000), and Duncan, Weinberg, Genzer & Pembroke, P.C., of Washington D.C. (\$47,500) (EU)

Adopted Resolution No. 2014-40 authorizing the City Manager to execute Professional Services Agreement for Electric Utility compliance support with URS Corporation, of Sacramento, in the amount of \$51,000 and Resolution No. 2014-41 authorizing the City Manager to execute Professional Services Agreement with Duncan, Weinberg, Genzer & Pembroke, P.C., of Washington D.C. in the amount of \$47,500.

C-11 Adopt Resolution Authorizing the City Manager and Lodi Police Department to Renew the Tow Service Contract and Reset the Tow Truck Driving Application, Renewal, and VIN Verification Fees (PD)

Adopted Resolution No. 2014-42 authorizing the City Manager and Lodi Police Department to renew the tow service contract and reset the tow truck driving application, renewal, and VIN verification fees.

C-12 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Support for SB 1262 - Medical Marijuana (Correa) (CLK)

Authorized the Mayor, on behalf of the City Council, to send a letter of support for SB 1262 - Medical Marijuana (Correa).

C-13 Set Public Hearing for April 2, 2014, to Consider the Draft 2014-2018 Consolidated Plan for the Community Development Block Grant Program (CD)

Set public hearing for April 2, 2014, to consider the draft 2014-2018 Consolidated Plan for the Community Development Block Grant Program.

- D. Comments by the Public on Non-Agenda Items
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.
Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3f). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

Larry Picard, representing Waste Management, invited the City Council and the citizens of Lodi to participate in the Keep Lodi Beautiful event on May 3, 2014.

Marilyn Hughes spoke in regards to water safety and the establishment of a Lodi Adaptive Paddling Center.

Captain Martin Ross of the Salvation Army provided an update of community services and current events at the Salvation Army.

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

Council Member Johnson reported on his attendance at a recent meeting at Lodi Lake in regards to receiving grant funding for improving the boat ramp and asked that staff look into options for becoming an aquatics center to become eligible for additional grant funds.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Resolution Adopting Pre-Approved Proposition 218 Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider resolution adopting pre-approved Proposition 218 Consumer Price Index based annual adjustment to rates for solid waste collection.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the pre-approved adjustment for solid waste collection. Specific topics of discussion included contract terms, consumer price index, County gate fees and example rate changes.

In response to Mayor Pro Tempore Hansen, Tom Sanchez representing Waste Management, stated that the County has increased the gate fee every year since 2003 and the fee is based on a formula including the Construction Cost Index (CCI).

In response to Council Member Nakanishi, Mr. Schwabauer stated if the City Council does not approve the pre-approved rate adjustment, staff will need to have a conversation with Waste Management regarding how to alleviate the contractual breach.

In response to Council Member Mounce, Mr. Schwabauer stated staff can look into options of discussing a sunset clause for gate fees with the County when the City's agreement with the County is reviewed again.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-43 adopting pre-approved Proposition 218 Consumer Price Index based annual adjustment to rates for solid waste collection.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications

H-1 Monthly Protocol Account Report (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Hansen, to approve the cumulative Monthly Protocol Account Report through February 28, 2014.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Introduce Ordinance Adding an Exemption for an Expansion of Existing Non-Conforming Uses Within the Mixed Use Corridor Zone (CD)

Senior Planner Craig Hoffman provided a brief presentation regarding the proposed ordinance adding an exemption for certain existing non-conforming uses within the mixed-use corridor zone and reviewed related maps.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated the proposed ordinance

amendment originated from a particular business in town that desired to expand, and in the review process, brought to light other parcels that were affected. Mr. Schwabauer stated that the proposed amendment only affects existing businesses and not new businesses.

In response to Council Member Mounce, Mr. Schwabauer stated existing businesses will be grandfathered and the use is transferable as long as the use does not change.

In response to Council Member Johnson, Mr. Schwabauer stated the proposed ordinance does not affect future purchases of parcels for new businesses.

Jeff Kirst and Arnie Prince spoke in support of the proposed ordinance.

Mayor Pro Tempore Hansen made a motion, second by Council Member Mounce, to introduce Ordinance No. 1893 adding an exemption for an expansion of existing non-conforming uses within the Mixed Use Corridor zone.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- I-2 Take the Following Actions: a) Adopt Resolution Approving One-Time 2014 Adjustments and Other Revisions to Statement of Benefits with Lodi Fire Mid-Management and Appropriating Funds (\$20,100); and b) Adopt Resolution Approving One-Time 2014 Adjustments to Memorandum of Understanding with Lodi Professional Firefighters and Appropriating Funds (\$164,700) (CM)

Interim City Manager Steve Schwabauer provided a brief overview of the proposed resolutions pertaining to the Lodi Fire Mid-Management and Lodi Professional Firefighters as set forth in the Council Communication.

In response to Council Member Nakanishi, Mr. Schwabauer stated employees have not seen increases in their salary since 2007 or 2008 and since that time have experienced a 7%-12% reduction in pay.

Council Member Mounce made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2014-44 approving one-time 2014 adjustments and other revisions to Statement of Benefits with Lodi Fire Mid-Management and appropriating funds in the amount of \$20,100; and to adopt Resolution No. 2014-45 approving one-time 2014 adjustments to Memorandum of Understanding with Lodi Professional Firefighters and appropriating funds in the amount of \$164,700.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:50 p.m. in memory of Kara Adams, Mike Lapenta and Joseph Olds.

ATTEST:

Randi Johl-Olson
City Clerk



**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MARCH 25, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 25, 2014, commencing at 7:00 a.m.

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

Absent: Council Member Mounce, and Mayor Pro Tempore Hansen

Also Present: Interim City Manager Schwabauer, Interim City Attorney Magdich, and City Clerk Johl-Olson

B. Topic(s)

B-1 Receive Information Regarding Proposed Public Restrooms in Downtown Lodi (PW)

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding downtown public restrooms. Specific topics of discussion included issues giving rise to the discussion, alternatives, mapping of the surrounding area, Lodi Station, Beckman Park, and examples in San Francisco and Portland.

In response to Council Member Johnson, Mr. Sandelin stated when he refers to portable facilities, he is not referring to the temporary single facility, but rather trailer-mounted facilities that have approximately four units and are nice and secure.

In response to Council Member Johnson, Mr. Sandelin confirmed that there is general public access to the Lodi Station restroom facility.

In response to Council Member Nakanishi, Mr. Sandelin stated maintenance costs increased slightly with the Lodi Station restroom expansion but those costs are not broken out separately.

In response to Council Member Johnson, Mr. Sandelin stated the Portland facilities were installed without consideration of sewer connections.

In response to Council Member Nakanishi, Mr. Sandelin stated there are other cities, both small and large, that have portable facilities similar to Portland.

Nancy Beckman spoke in regards to a recent downtown business survey she conducted regarding public restroom use and the results of the same.

In response to Council Member Johnson, Ms. Beckman stated some businesses have indicated that they do not provide public restrooms due to liability concerns related to the Americans with Disabilities Act (ADA). Interim City Attorney Janice Magdich stated ADA litigation ebbs and flows and currently it appears to be on the decline.

Ed Miller spoke in regards to his concerns about costs for constructing and maintaining additional facilities and encouraged the City to work with the merchants to allow restroom facility use for customers.

Myrna Wetzel spoke in regards to her concern about access to public restroom facilities and the distance of the same.

Robin Knowlton spoke in regards to her concerns about restroom facility use by those that are not customers and restroom facility referrals to her business from other businesses.

Greg Soligan spoke in regards to his concerns about ADA liability by allowing use of restrooms located in businesses and unsanitary use of the alley by the homeless population.

Dianne Setten spoke in regards to her concerns about encouraging the homeless population to congregate and stay in downtown by providing public restroom facilities and encouraged removal of the last benches due to the same.

Pat Patrick spoke in regards to his concerns about providing a multi-pronged approach that addresses challenges associated with both homelessness in the area and customer access to restrooms.

In response to Council Member Johnson, Interim City Manager Steve Schwabauer stated staff could look into options for maintenance of restroom facilities through the UCP contract.

Marilyn Field spoke in regards to her concerns about the homeless population utilizing the Methodist Church for improper use and supported a public restroom option.

Dan Ingram spoke in regards to his concerns about the homeless population utilizing public restroom facilities and encouraged alternative solutions for customer use of existing facilities.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:50 a.m.

ATTEST:

Randi Johl-Olson
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Replacement Project

MEETING DATE: April 2, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Fire Station No. 2 Replacement Project.

BACKGROUND INFORMATION: City Council awarded the professional services agreement for design of the new Fire Station No. 2 to Mary McGrath Architects, of Oakland, on May 1, 2013.

A project team consisting of Fire Department staff has been meeting over the past several months to complete the programming, layout and final design of the new facility. The design was presented to the Site Plan and Architectural Review Committee (SPARC) on September 11, 2013 and received unanimous approval.

The project will replace the existing Fire Station No. 2 with a new 7,900-square-foot facility, complete with two apparatus bays, four sleeping rooms, living areas, equipment storage, exercise room, offices, public lobby and an 1,800-square-foot support vehicle storage building. Drawings of the project site, floor plan and elevations are attached for reference as Exhibit A. The project is designed to allow for design/build of the building structural foundation system in hopes of achieving cost savings.

The project will also include numerous off-site improvements. The Public Works Department will take advantage of the project timing to perform necessary improvements to area streets and utilities.

The bid opening is planned for June 2014. The project estimate is \$4,500,000.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GRW/pmf
Attachment
cc: Fire Chief

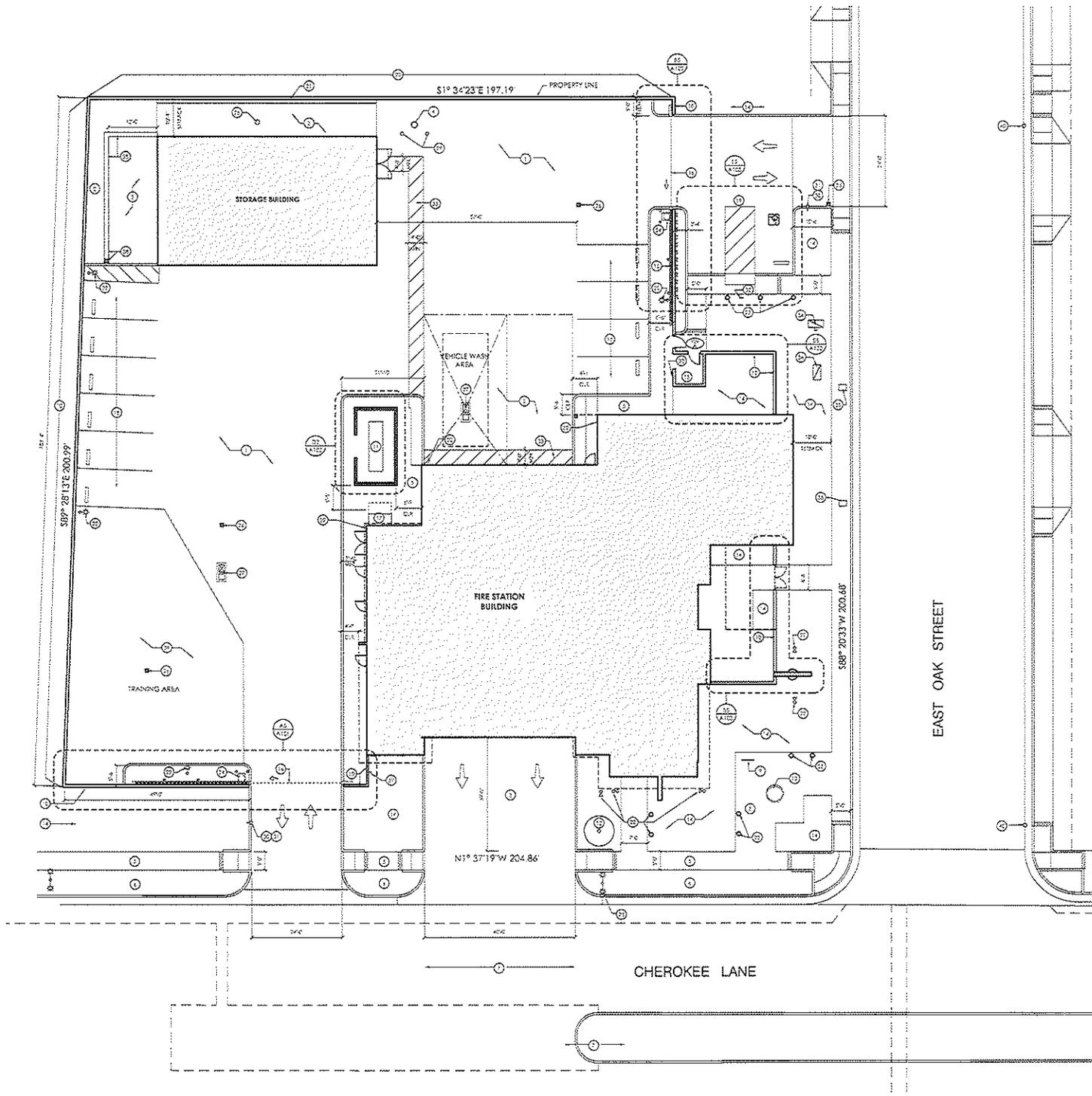
APPROVED: _____

Stephen Schwabauer, Interim City Manager

1 REFER TO CIVIL DRAWINGS FOR DEMOLITION WORK

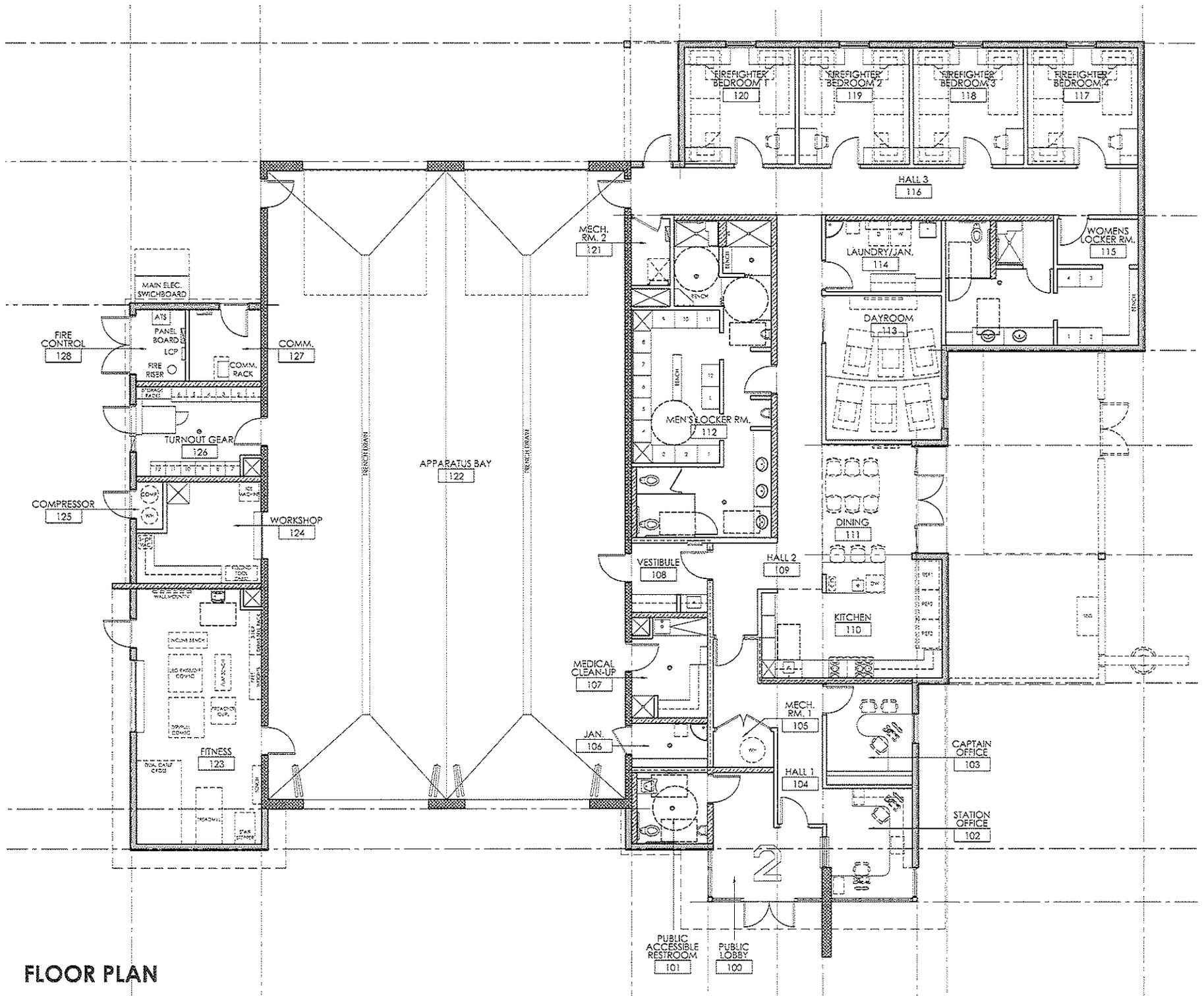
B1 KEY NOTES

- 1 ASPHALT PAVING
- 2 GRAVEL
- 3 CONCRETE PAVING
- 4 NEW FIRE HYDRANT
- 5 SIDEWALK CONCRETE PAVING
- 6 PARKWAY
- 7 MODIFIED MEDIAN REFER TO CIVIL DRAWINGS
- 8 "KEEP CLEAR" ZONE STRIPPING, REFER TO CIVIL DRAWINGS
- 9 NEW EYE BACK
- 10 6" MASONRY SIDE WALL w/ BRICK FINISH, REFER TO DETAIL -A-
- 11 GENERATOR ENCLOSED IN FIRE RATED WALL
- 12 FLAGPOLE
- 13 FEATURE TREE, REFER TO LANDSCAPE DRAWINGS
- 14 LANDSCAPE AREA, REFER TO LANDSCAPE DRAWINGS
- 15 TRASH ENCLOSURE
- 16 74" SLIDING GATE
- 17 MAIN ELECTRICAL UNIT, REFER TO ELECTRICAL E101
- 18 10' PARKING SPACE (10 TOTAL)
- 19 VISITOR PARKING SPACE (2 TOTAL w/ ADA VAN)
- 20 EXISTING MASONRY/WOOD INFL SITE WALL REFER TO UPGRADE DETAIL
- 21 NEW CURB & GUTTER ALONG FENCE
- 22 NEW SITE LIGHTING REFER TO ELECTRICAL E101
- 23 LIGHTED BOLLARD REFER TO ELECTRICAL E101
- 24 MOTORIZED GATE CONTROLLER REFER TO ELECTRICAL E101
- 25 EXISTING UTILITY POLE, REFER TO ELECTRICAL E101
- 26 NEW CATCH BASIN REFER TO CIVIL C4.0
- 27 NEW SAND/OIL TRAP REFER TO CIVIL C4.0
- 28 RELOCATED STREET LIGHT PER CITY STANDARD, REFER TO CIVIL C4.0
- 29 FIXED EQLLARD
- 30 KEY PAD ACCESS CONTROL REFER TO ELECTRICAL E101
- 31 KNOX BOX (INF) LOCATION REFER TO ELECTRICAL E101
- 32 ACCESSIBLE PATH-OF-TRAVEL DIRECTIONAL SIGNAGE, REF -A-
- 33 ACCESSIBLE PATH-OF-TRAVEL
- 34 FIRE SERVICE BACKFLOW PREVENTOR REFER TO CIVIL C4.0
- 35 WATER METER REFER TO CIVIL C4.0
- 36 IRRIGATION BACKFLOW PREVENTOR REFER TO CIVIL C4.0
- 37 GAS REFER TO CIVIL C4.0
- 38 NEW FRENCH & AREA DRAIN REFER TO CIVIL C4.0
- 39 DOG PAVING
- 40 EXISTING POLE TO BE RELOCATED BY THE CITY, REFER TO CIVIL C4.0



NOTE:
REFER TO CIVIL FOR
ADDITIONAL OFF-SITE
WORK NOT SHOWN
ON THIS SHEET





FLOOR PLAN



NORTH ELEVATION

"Seattle Red"

ACCENT BRICK

FASCIA/METAL CAP

FIELD BRICK

ACCENT BRICK 2



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for White Slough Water Pollution Control Facility Control Building Remodel and Addition Project

MEETING DATE: April 2, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for White Slough Water Pollution Control Facility Control Building Remodel and Addition Project.

BACKGROUND INFORMATION: City Council awarded the professional services agreement for design development and construction administration services to WMB Architects, of Stockton, on June 19, 2013.

The project building modifications include relocation of the maintenance office to comply with current building codes, relocation and expansion of the existing women's locker room, a new conference room and office addition, and associated work. The modifications will also provide compliance with American with Disabilities Act requirements. Drawings of the project site and floor plan are attached for reference as Exhibit A.

The project will also include removing and reconstructing the existing visitor parking area.

The bid opening is planned for June 2014. The project estimate is \$656,000.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Funding will be identified at project award.

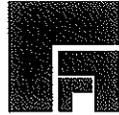


F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GRW/pmf
Attachment
cc: Deputy Public Works Director - Utilities

APPROVED: 

Stephen Schwabauer, Interim City Manager



**WMB
ARCHITECTS**

5757 Pacific Avenue
Suite 226
Stockton CA 95207

209.944.9110 T
209.944.5711 F
www.wmbarchitects.com

Larry Wensell
Tim Mattheis
Tom Bowe
Doug Davis
Melanie Vieux
Principal Architects



White Slough WPCF
Control Building Remodel
12751 H. Theadon Road
Lodi, CA 95242

ACCESSIBILITY SITE PLAN
SYMBOLS
ABBREVIATIONS



12.13.13 Permit Application

PUBLISH HISTORY

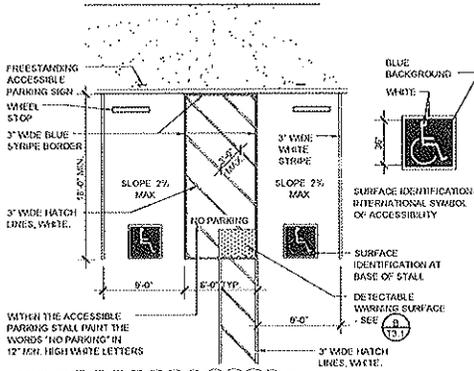
△ DATE REVISION SET
1 02.14.14 Plan Check #1

WMB PROJECT:
13-005

T2.1

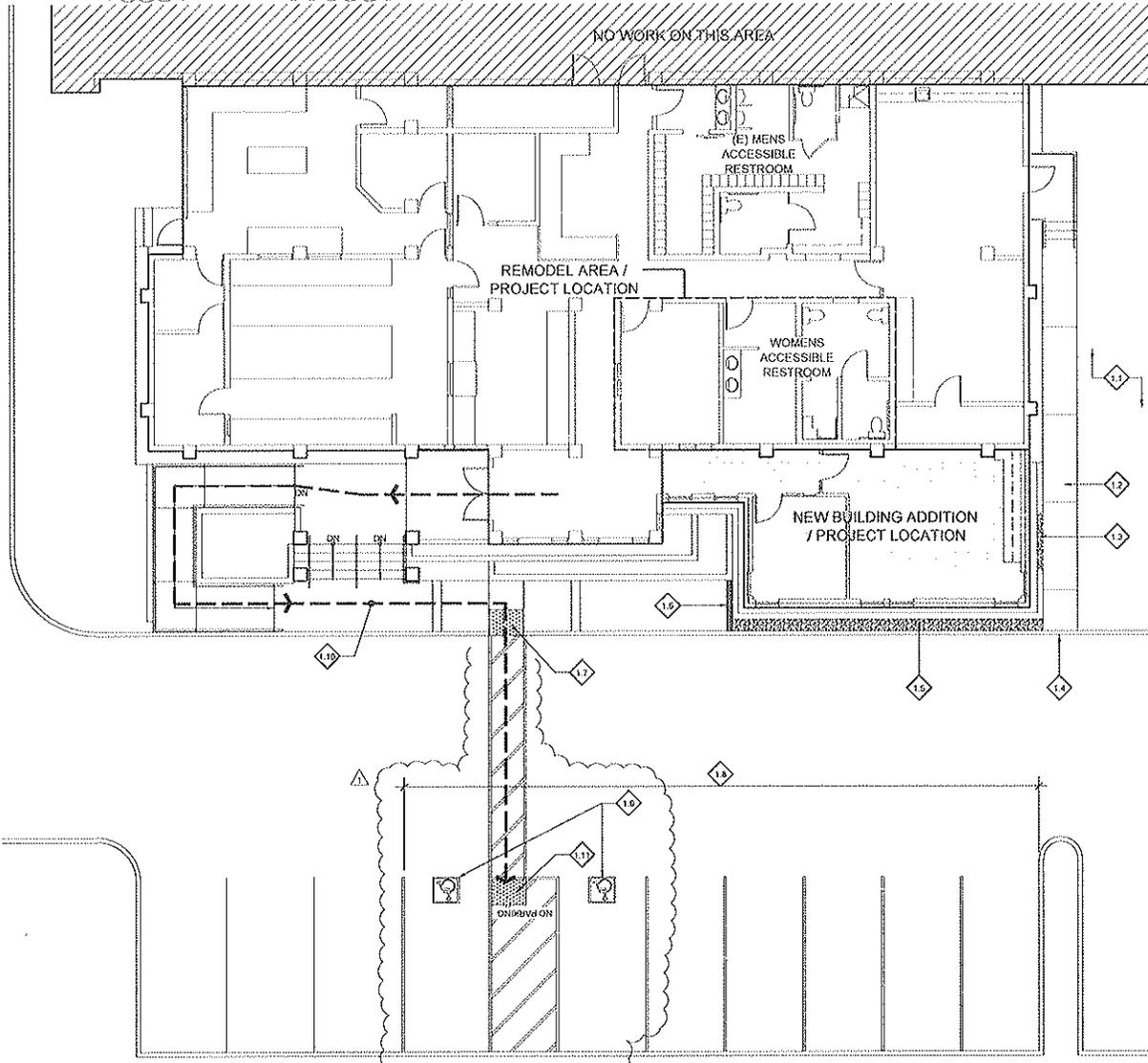
SITE PLAN NOTES

- 1.1 (E) LAWN AND IRRIGATION TO REMAIN
- 1.2 (E) SIDEWALK TO REMAIN
- 1.3 INSTALL NEW DECORATIVE RIVER ROCK ALONG SIDEWALK, SEE DETAIL 'D' THIS SHEET
- 1.4 (E) CURB AND GUTTER TO REMAIN
- 1.5 INSTALL NEW DECORATIVE RIVER ROCK ALONG ROAD CURB, SEE DETAILS 'D' THIS SHEET
- 1.6 INSTALL NEW 6" WIDE PLANTER CURB
- 1.7 (E) ACCESSIBLE CURB RAMP W/ (E) DETECTABLE WARNING SURFACE
- 1.8 RESTRIPPED PARKING IN THIS AREA AS SHOWN
- 1.9 NEW ACCESSIBLE PARKING STALLS, SEE DETAILS THIS SHEET
- 1.10 ACCESSIBLE PATH OF TRAVEL TO ACCESSIBLE PARKING STALL
- 1.11 INSTALL NEW DETECTABLE WARNING SURFACE PER DETAIL 'B' THIS SHEET



A BARRIER FREE PARKING STALL

SCALE NTS



ACCESSIBILITY SITE PLAN

SCALE 1/8" = 1'-0"

NOTE: SEE NOTATION FLOOR PLAN(S) FOR LOCATION OF FIRE EXTINGUISHER AND OCCUPANCY LOAD SIGNAGE; SEE ELECTRICAL DRAWINGS FOR EXIT SIGNAGE



WMB ARCHITECTS

5757 Pacific Avenue
Suite 228
Stockton CA 95207

209.544.9110 T
209.544.9711 F
www.wmbarchitects.com

Larry Worell
Tim Mathews
Tom Boush
Doug Davis
Melanie Vieux
Principal Architects



White Slough WPCF
Control Building Remodel
Sheet
109 CA 10242

REMODEL FLOOR PLAN



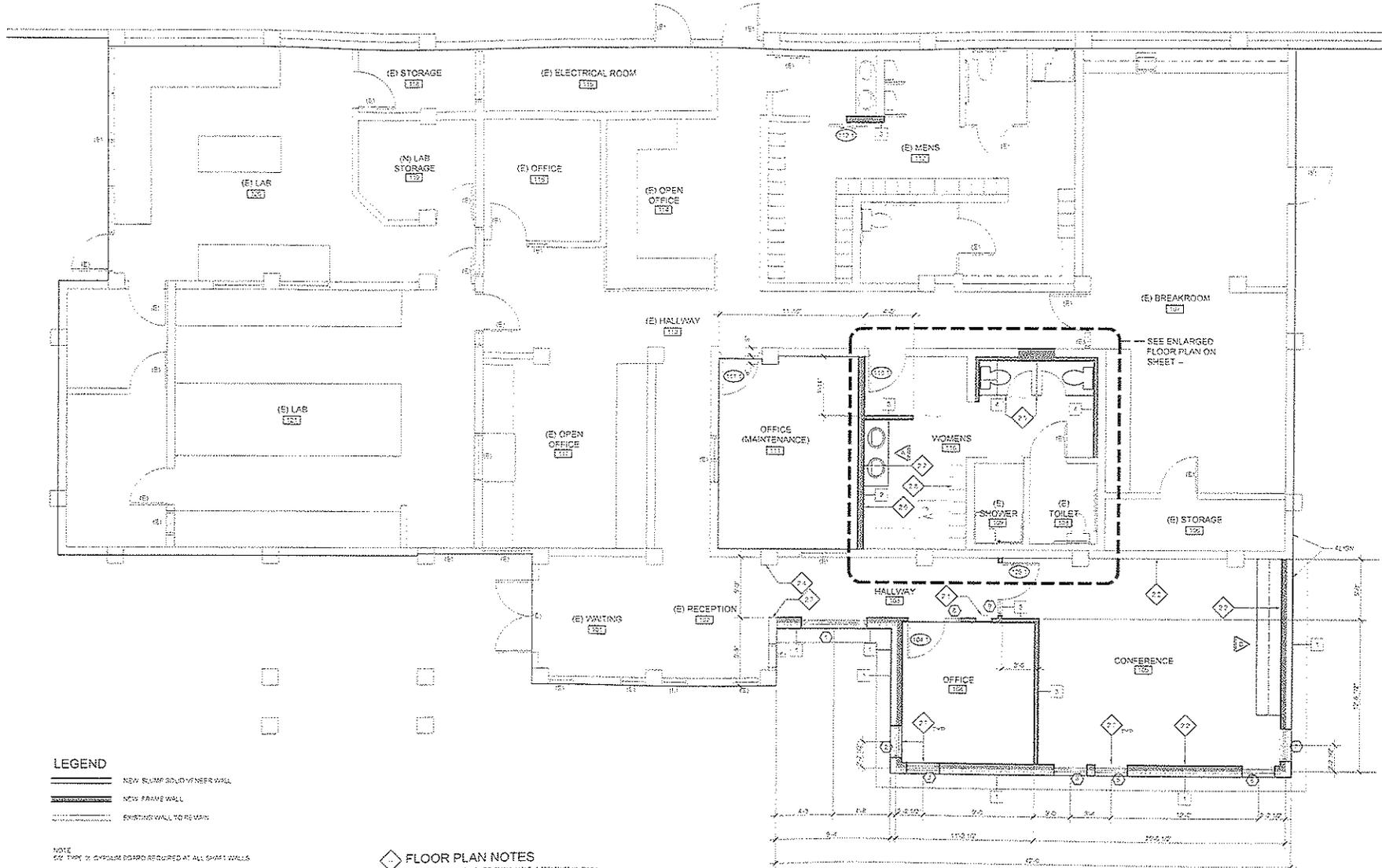
12.13.13 - Permit Application

PUBLISH HISTORY

△ CHG. REVISION/REV

WMB PROJECT

13-005



LEGEND

	NEW SLUMP SOLID VENEER WALL
	NEW FRAME WALL
	EXISTING WALL TO REMAIN

NOTE:
 05: TYPE 'X' Gypsum BOARD REQUIRED AT ALL SHIRT WALLS
 06: WATER RESISTANT GYPSUM BOARD REQUIRED AT FLOORING FIXTURES AND REVISION FLEED WALLS

WALL SCHEDULE

NO	SIZE/TYPE	INSULATION	INTERIOR	EXTERIOR
1	3/4" x 5" x 10" STUDS @ 16" O.C.	5/8" G.F. BATT	1/2" GYP. SD	3/4" x 1/2" x 1/2" SOLID SLUMP BLOCK VENEER ON AIR GAP ON WEATHER SHEET ON SHEAR PLATE
2	3/4" x 5" x 10" STUDS @ 16" O.C.	SOUND BATT	1/2" GYP. SD	5/8" x 1/2" x 1/2" SOLID SLUMP BLOCK VENEER ON AIR GAP ON WEATHER SHEET ON SHEAR PLATE
3	3/4" x 5" x 10" STUDS @ 16" O.C.	SOUND BATT	1/2" GYP. SD	5/8" x 1/2" x 1/2" SOLID SLUMP BLOCK VENEER ON AIR GAP ON WEATHER SHEET ON SHEAR PLATE
4	3/4" x 5" x 10" STUDS @ 16" O.C.	SOUND BATT	1/2" GYP. SD	5/8" x 1/2" x 1/2" SOLID SLUMP BLOCK VENEER ON AIR GAP ON WEATHER SHEET ON SHEAR PLATE

- FLOOR PLAN NOTES**
- FIRE EXTINGUISHER SHALL HAVE A MINIMUM OF 20 LBS. CAPACITY. VERIFY LOCATION WITH FIRE WARDEN PRIOR TO INSTALLATION.
 - PROVIDE RADIOS PLATE. VERIFY HEIGHTS - SEE DETAIL 101.
 - REMOVE 1/2" GYP. SD. SNAG END OF I/C CORD. PROVIDE METAL JUNCTION CORNER. PAINT.
 - SPRAYFOAM AND CLEAN/PAINT CONCRETE COLUMNS AFTER REMOVING EXISTING PAINT TO MATCH IS.
 - NEW METAL TOILET PARTITIONS.
 - NEW WALL MIRROR SEE SPEC.
 - NEW HORIZONTAL WINDOW FLORS SEE SPECIFICATIONS.
 - NEW GYPSUM. SEE SPECIFICATIONS.

REMODEL FLOOR PLAN
 SCALE: 1/8" = 1'-0"



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2014 GrapeLine Bus Stop Improvements

MEETING DATE: April 2, 2014

PREPARED BY: Public Works Director

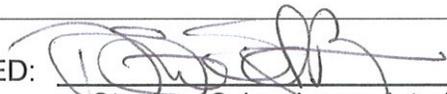
RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2014 GrapeLine bus stop improvements.

BACKGROUND INFORMATION: This project consists of constructing improvements at 29 bus stop locations on the GrapeLine's fixed-route bus system. Six bus stops will only receive new concrete pads, 11 will receive benches, three will have relocated shelters, and nine will receive new shelters. Each new shelter will include a bench and a trash can.

New or replacement concrete will be added to a number of stops to accommodate the benches or shelters. City staff will work with property owners to obtain license agreements prior to the start of construction for bus stop improvements partially on private property. The improvements provide wider pedestrian travel paths and meet Americans with Disabilities Act (ADA) requirements. The proposed bus stop improvements are as follows:

1. Central Avenue north of Mission Street – east side of the street
2. Central Avenue south of Hilborn Street – east side of the street
3. Central Avenue north of Mission Street – west side of the street
4. Central Avenue south of Harold Street – west side of the street
5. Central Avenue south of Oak Street – west side of the street
6. Central Avenue south of Vine Street – west side of the street
7. Cherokee Lane north of Kettleman Lane – east side of the street
8. Cherokee Lane north of Walnut Street – east side of the street
9. Cherokee Lane south of Delores Street – east side of the street
10. Cherokee Lane north of Tokay Avenue – west side of the street
11. Cherokee Lane south of Almond Drive – west side of the street
12. Cherokee Lane south of Poplar Street – west side of the street
13. Ham Lane south of Century Boulevard – west side of the street
14. Hutchins Street north of Pine Street – east side of the street
15. Hutchins Street north of Century Boulevard – west side of the street
16. Pixley Parkway south of Auto Center Drive – west side of the street
17. Stockton Street north of Elm Street – west side of the street
18. Vine Street west of Hutchins Street – north side of the street
19. Lockeford Street east of Stockton Street – north side of the street
20. Calaveras Street south of Murray Street – east side of the street
21. Lockeford Street west of Church Street – north side of the street

APPROVED: _____


Stephen Schwabauer, Interim City Manager

22. Lower Sacramento Road south of Elm Street – west side of the street
23. Melby Drive north of Harney Lane – west side of the street
24. Oak Street west of Central Avenue – north side of the street
25. Oak Street west of Washington Street – north side of the street
26. Pine Street west of Central Avenue – south side of the street
27. Pine Street west of Cherokee Lane – south side of the street
28. Pine Street west of Stockton Street – north side of the street
29. Pine Street west of Stockton Street – south side of the street

These locations were selected based on the Short Range Transit Plan recommendations accepted by Council in September 2013 and the bus stop boarding/alighting surveys.

The specifications are on file in the Public Works Department. The planned bid opening date is April 30, 2014.

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

FUNDING AVAILABLE: Funding will be identified at project award.



F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
cc: Transportation Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Kettleman Lane Bus Stop Improvements

MEETING DATE: April 2, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for Kettleman Lane Bus Stop Improvements.

BACKGROUND INFORMATION: This project consists of constructing improvements at four bus stop locations along Kettleman Lane (Highway 12) on the GrapeLine's fixed-route bus system. One stop will receive new concrete and three will receive new shelters. Each new shelter will include a bench and a trash can.

City staff will work with property owners to obtain license agreements prior to the start of construction for bus stop improvements partially on private property. The improvements provide wider pedestrian travel paths and meet Americans with Disabilities Act (ADA) requirements. The proposed bus stop improvements are as follows:

1. Kettleman Lane west of Church Street – south side of the street
2. Kettleman Lane west of Crescent Avenue – north side of the street
3. Kettleman Lane east of Crescent Avenue – south side of the street
4. Kettleman Lane east of Stockton Street – north side of the street

These locations were selected based on the Short Range Transit Plan recommendations accepted by Council in September 2013 and the bus stop boarding/alighting surveys. The bus stop locations included in this plan are in Caltrans' right-of-way and will require an encroachment permit prior to construction.

The specifications are on file in the Public Works Department. The project will advertise for bid once the Caltrans encroachment permit is obtained.

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

FUNDING AVAILABLE: Funding will be identified at project award.


 F. Wally Sandelin
 Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
 FWS/SN/pmf
 cc: Transportation Manager

APPROVED: 
 Stephen Schwabauer, Interim City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Purchase of Primary Chain and Flight Collector Equipment for White Slough Water Pollution Control Facility from DC Frost Associates, Inc., of Walnut Creek (\$90,000)

MEETING DATE: April 2, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving purchase of primary chain and flight collector equipment for White Slough Water Pollution Control Facility from DC Frost Associates, Inc., of Walnut Creek, in the amount of \$90,000.

BACKGROUND INFORMATION: The function of the primary chain and flight collector equipment is to collect scum and sludge from the primary sedimentation basins. The existing primary chain and flight collector equipment was installed in 1991 to replace the original plant primary chain and flight equipment installed in 1967. Through the years, small parts have been replaced; however, the major parts, such as sprockets, drive chains, and shafts now need to be replaced.

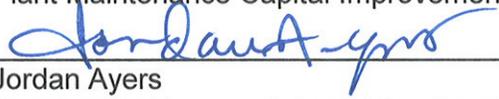
There are five primary basins. This current purchase will provide a set of primary chain and flight collector equipment for two of the primary basins (Nos. 3 and 4). Primary basin Nos. 1 and 2 were purchased and installed last year. Primary basin No. 5 chain flight collector equipment will be purchased in the next fiscal year; so that all the primary basins can maintain the manufacturer's performance criteria and the City of Lodi can maintain continuous compliance with discharge permit requirements.

DC Frost, Inc., is the sole source equipment distributor that designed and built the original primary chain and flight collector equipment and their equipment requires no special construction. Once the new equipment is installed by staff, the designated primaries will provide the operational performance necessary to maintain continuous compliance with discharge permit requirements.

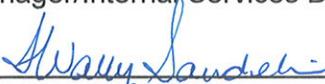
Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends purchase of primary chain and flight collector equipment from DC Frost Associates, Inc.

FISCAL IMPACT: If the primary chain and flight collector equipment is not rehabilitated, existing equipment could fail, requiring an emergency purchase. Additionally, the City of Lodi could have problems maintaining discharge permit requirements without the rehabilitation.

FUNDING AVAILABLE: Plant Maintenance Capital Improvements (171493)

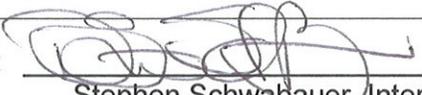


 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director

Prepared by Karen Honer, Wastewater Superintendent
 FWS/KH/pmf
 cc: Larry Parlin, Deputy Public Works Director - Utilities

APPROVED: 

 Stephen Schwabauer, Interim City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PURCHASE OF PRIMARY CHAIN AND
FLIGHT COLLECTOR EQUIPMENT FOR WHITE SLOUGH
WATER POLLUTION CONTROL FACILITY

=====

WHEREAS, the function of the primary chain and flight collector equipment is to collect scum and sludge from the primary sedimentation basins at the White Slough Water Pollution Control Facility. The existing primary chain and flight collector equipment was installed in 1991 to replace the original plant equipment installed in 1967; and

WHEREAS, there are five primary basins, and this purchase will provide primary chain and flight collector equipment for two of the primary basins. Two sets were purchased in 2013 and the Capital Improvement Plan provides for the purchase of one additional set in 2014/15, so that all the primary basins will maintain the manufacturer's performance criteria and maintain continuous compliance with discharge permit requirements; and

WHEREAS, DC Frost, Inc., is the sole source equipment distributor that designed and built the original primary chain and flight collector equipment, and their equipment requires no special construction; and

WHEREAS, per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City; and

WHEREAS, staff recommends purchasing the primary chain and flight collector equipment from DC Frost Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of primary chain and flight collector equipment for the White Slough Water Pollution Control Facility from DC Frost, Inc., of Walnut Creek, California, in the amount of \$90,000.

Dated: April 2, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Improvements Under Contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road

MEETING DATE: April 2, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road.

BACKGROUND INFORMATION: The contract was awarded to Teichert Construction, of Stockton, in the amount of \$1,028,646, on August 7, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of installing an asphalt concrete overlay on Ham Lane from Lodi Avenue to Turner Road. The work included installing approximately 4,650 tons of asphalt concrete overlay with pavement fabric, performing approximately 16,600 square feet of pavement dig-out, reconstructing 6,000 square feet of asphalt concrete pavement, relocating a crosswalk, and other incidental and related work. The locations of the street improvements are shown on Exhibit A.

The contract completion date was January 8, 2014. The final contract price was \$1,061,105.46. The difference between the contract amount and the final contract price is due to an increase in the pavement repair area; curb, gutter and sidewalk replacement; additional traffic signal loops; and other minor additions, all as requested by the City.

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

FISCAL IMPACT: The project will reduce the maintenance costs in the project area.

FUNDING AVAILABLE: This project was funded by Measure K and Gas Tax funds.

F. Wally Sandelin
Public Works Director

Prepared Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment
cc: Deputy Public Works Director/City Engineer
Deputy Public Works Director – Utilities

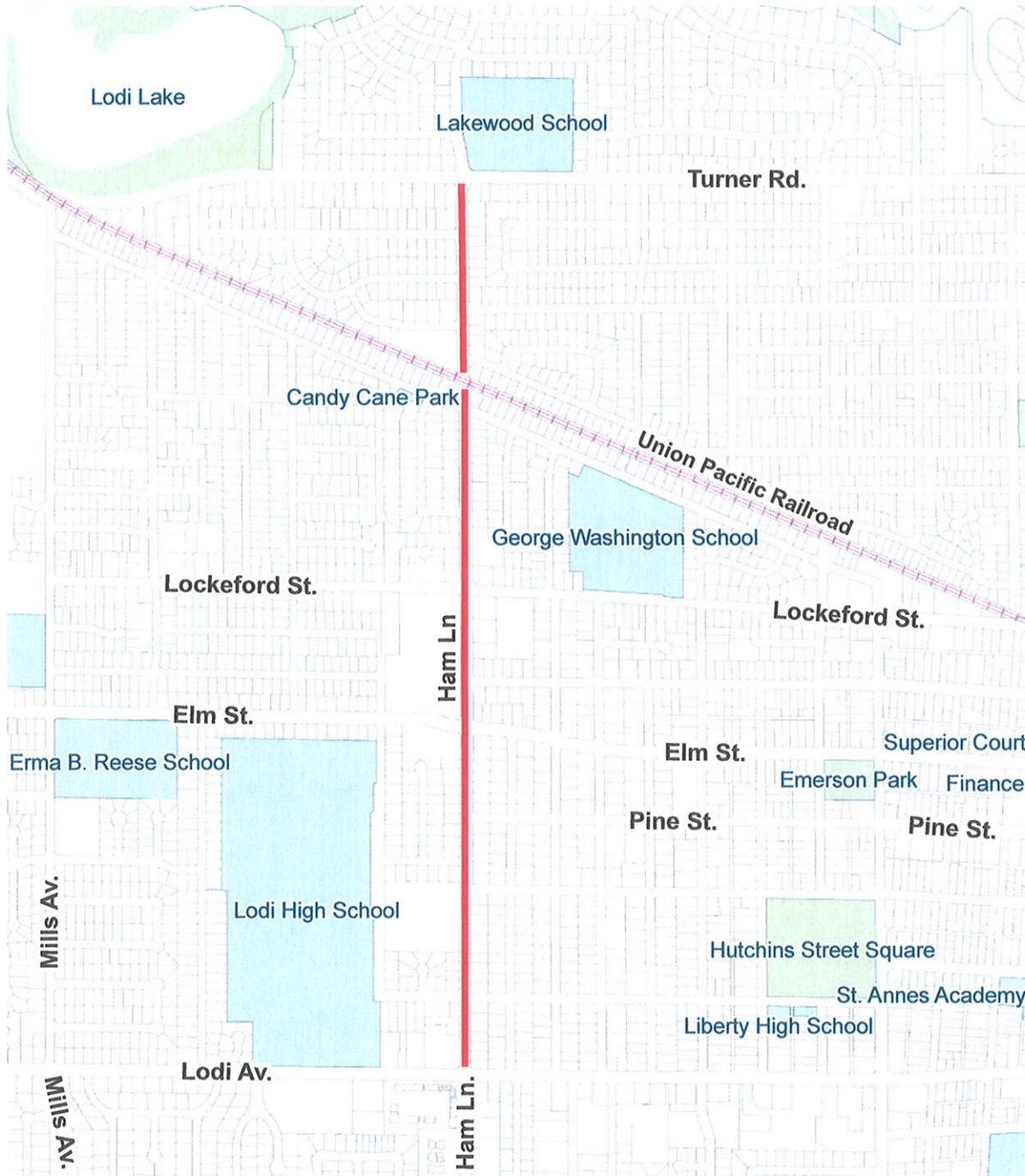
APPROVED:

Stephen Schwabauer, Interim City Manager

EXHIBIT A

Ham Lane Overlay

Lodi Ave - Turner Rd



1 inch = 1,000 feet

LEGEND:

 Project Location



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Contract Change Order to the Professional Services Agreement with KPFF Consulting Engineers, of Roseville, for Additional Engineering Design Services at Lodi Transit Station (\$37,458)
MEETING DATE: April 2, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a contract change order to the professional services agreement with KPFF Consulting Engineers, of Roseville, for additional engineering design services at Lodi Transit Station, in the amount of \$37,458.

BACKGROUND INFORMATION: At the February 5, 2014 Council meeting, City Council authorized the City Manager to execute the professional services agreement with KPFF Consulting Engineers to provide engineering design to modify the Dispatch/North Annex to accommodate a fare collection room and vault installation and to expand the Station main lobby public restrooms.

Staff proposes to expand the original scope of work by increasing the number of restroom stalls (two men and two women) to eight stalls (four men and four women), along with one family/employee restroom and a janitor/supply room. To provide public restroom access beyond the Transit Station operating hours, the building will be modified to provide a roll-up security door between the Station lobby and the new restrooms with an exterior door at the end of the restroom hallway. Downtown signage will be provided informing the public of the restroom availability at this location.

The original project budget for the design work is \$64,000, including staff time and contingencies. If approved, the project design budget increases to \$101,500, including staff time and contingencies. The construction estimate for the vault room and restroom expansion is \$431,300.

Proposition 1B Transit, Safety, Security, and Disaster Response Account and Transportation Development Act funds will be utilized for the design work and proposed construction.

FISCAL IMPACT: If approved and constructed, staff would expect a slight increase in building maintenance costs.

FUNDING AVAILABLE: Funds have been appropriated in FY 2013/14 Capital Equipment Purchase (1252) and Transit Facility Upgrades (1251).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Transportation Engineer
FWS/PJF/pmf
cc: Transportation Manager/Senior Transportation Engineer
KPFF Consulting Engineers
Matthew C. Boyer & Associates

APPROVED:

Stephen Schwabauer, Interim City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT CHANGE ORDER TO THE
PROFESSIONAL SERVICES AGREEMENT WITH KPFF
CONSULTING ENGINEERS FOR ADDITIONAL
ENGINEERING DESIGN SERVICES AT THE LODI
TRANSIT STATION

=====

WHEREAS, on February 5, 2014, City Council authorized the City Manager to execute a Professional Services Agreement with KPFF Consulting Engineers to provide engineering design to modify the Dispatch/North Annex building by creating a fare collection room for the vault installation and to expand the Station main lobby public restrooms; and

WHEREAS, City staff recommends expanding the scope of work to increase the number of restrooms to eight stalls, along with one family/employee restroom and a janitor/supply room. To provide public restroom access beyond the Transit Station operating hours, the building will be modified to provide a roll-up security door between the Station lobby and the new restrooms with an exterior door at the end of the restroom hallway.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract change order to the Professional Services Agreement with KPFF Consulting Engineers of Roseville, California, in the amount of \$37,458, to provide additional engineering design services at the Lodi Transit Station.

Dated: April 2, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement and Extensions for Geographical Information System Consulting Services with Interwest Consulting Group, of Elk Grove (\$30,000)

MEETING DATE: April 2, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement and extensions for geographical information system consulting services with Interwest Consulting Group, of Elk Grove, in the amount of \$30,000.

BACKGROUND INFORMATION: On March 21, 2012, Council authorized Interwest Consulting Group (Interwest) to replace the City's outdated geographical information system (GIS) viewer with Environmental Systems Research Institute, Inc. (ESRI) software at a cost of \$35,475. This work allows more complex GIS functionality and is now the foundation for expanding department specific GIS capabilities.

The work associated with implementing department specific GIS projects is very technical and specialized; and various consultants will be performing the work. On February 20, 2013, the City Council authorized a professional service agreement with Interwest to provide oversight and support services for the various GIS projects in order to assure consistency in database design and department-wide access to non-sensitive GIS data. The professional services agreement has expired, and the GIS committee recommends the City Council authorize the City Manager to execute a new agreement, as well as negotiate and execute two additional one-year extensions. The annual cost to perform these services will be on an hourly basis not to exceed \$30,000.

FISCAL IMPACT: Implementation of GIS will improve operational reliability and environmental compliance within the wastewater utility. The oversight and support services will maintain the integrity of City-wide GIS system operations as department specific projects are implemented.

FUNDING AVAILABLE: Funding for the agreement (\$30,000) will be expended on an as-needed basis from department operating accounts as specific work is performed.



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
 FWS/CES/pmf

cc: Charles E. Swimley, Jr., Engineer/Deputy Public Works Director
 Gary Wiman, Construction Manager

APPROVED: 

 Stephen Schwabauer, Interim City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INTERWEST CONSULTING GROUP (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 On-Call GIS Technology 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 April 15, 2014 and terminates upon the completion of the Scope of Services or on April 14, 2015, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this

Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed three (3) years.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Charlie Swimley, City Engineer/Deputy PW Director

To CONTRACTOR: Interwest Consulting Group
 9300 W. Stockton Blvd., Ste. 105
 Elk Grove, CA 95759
 Attn: Gina Wong

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON
City Clerk

STEPHEN SCHWABAUER
Interim City Manager

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

INTERWEST CONSULTING GROUP

By: _____


By: _____
Name:
Title:

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

Funding Source: Various Operating Funds
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\2014\Interwest2014

CA:Rev.03.2014

**INTERWEST CONSULTING GROUP
GIS SOLUTIONS TEAM**



**CITY OF LODI, CA
GIS STEERING COMMITTEE**

March 14, 2014

SCOPE AND QUOTATION FOR :

ON CALL GIS TECHNOLOGY SERVICES

Introduction

This proposal supports an extension of the On Call GIS Technology Services contract established in February 2013. Interwest will continue to provide the services listed in the scope described below. Our hourly rates have not changed and we will work under the same not to exceed fee.

Scope of Services

On call Services- - Interwest will provide ongoing GIS Technology support to the city as needed to further the growth of the city's GIS program. At the request of the City, Interwest will provide strategic support and technical implementation in support of the City's GIS. The tasks to be included in these on call services shall relate to the following areas of service:

- Strategic Support and Planning
- Infrastructure and System administration
- Data maintenance and development
- Project Management of GIS projects and GIS integration.
- GIS Viewer expansion and modifications
- Geocortex software Administration
- Database, Server and Network Consultation
- GIS Training

Cost

Title	Hourly Rate
GIS Project Manager	\$120
Sr. GIS Analyst	\$105
GIS Analyst	\$85
GIS Technician	\$55
Database/Network Engineer	\$105

On Call GIS Services	Not to Exceed
	<u>\$30,000</u>

Request for Services

Interwest will provide a simple request template that can be submitted by email. The city shall designate a representative(s) that will authorize the request for services. For ongoing or repetitive tasks a single request for service can be submitted specifying the regular needs. (i.e. monthly webmap updates).

Invoicing

Interwest will complete the request for services and submit a monthly invoice. This will be tracked against the not to exceed amount. When the remaining balance is below \$5,000 Interwest Accounting will provide an alert regarding the remaining balance.

Ongoing Support

If custom applications or processes are created during the on-call service period, Interwest will provide an additional 30 day warranty after the on-call service agreement ends. As such our staff will provide remote support (phone and/or remote login) to repair the application or process as needed to ensure its stability. After the 30 day warranty period, support of custom applications and processes will be billed hourly.



EXHIBIT C

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

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence

\$1,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$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.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT AND EXTENSIONS FOR
GEOGRAPHICAL INFORMATION SYSTEM CONSULTING
SERVICES WITH INTERWEST CONSULTING GROUP, OF
ELK GROVE

=====

WHEREAS, on March 21, 2012 the City Council authorized Interwest Consulting Group (Interwest) to replace the City's outdated Geographical Information System (GIS) viewer with Environmental Systems Research Institute, Inc. (ESRI) at a cost of \$35,475; and

WHEREAS, on November 21, 2012 the City Council authorized the Electric Utility Department to initiate the first department specific GIS project (multi-phase) that will be utilizing the new GIS viewer capabilities; and

WHEREAS, on February 20, 2013, City Council authorized a Professional Services Agreement with Interwest to provide oversight and support services for the various GIS projects to assure consistency in database design and department-wide access to non-sensitive GIS data; and

WHEREAS, the Professional Services Agreement with Interwest has expired and the GIS committee recommends authorizing a new agreement to provide these services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for geographical information system consulting services with Interwest Consulting Group, of Elk Grove, California, in the amount of \$30,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate and execute up to two one-year extensions of the agreement.

Dated: April 2, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Long-Term Layoff Agreement for the California Oregon Transmission Project Between City of Lodi and Certain Members of the Transmission Agency of Northern California

MEETING DATE: April 2, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a long-term layoff agreement for the California Oregon Transmission Project between the City of Lodi and certain members of the Transmission Agency of Northern California.

BACKGROUND INFORMATION: The City of Lodi is a member of the Transmission Agency of Northern California (TANC), a California Joint Powers Agency formed in the early 1980's to build the California Oregon Transmission Project (COTP) – a transmission line connecting the Pacific Northwest with Central California.

The investment and decision to develop the COTP was driven in part by the economics between electricity markets in the Pacific Northwest and California, with the former being consistently more economic than the latter. Lodi's current share of COTP is approximately 26 megawatts (MW) at an annual cost of \$1.2 million, including debt service and operating and maintenance costs. With the deregulation of the wholesale electricity markets in the 1990's, access to transmission services has changed. As result, the economic benefit of COTP over time has eroded for those entities in the California Independent System Operator's (CAISO) Balancing Authority (BA) and even more so after the COTP was moved into the Balancing Authority of Northern California (BANC) in 2006. The COTP transmission allows those entities outside the CAISO BA to make energy purchases while avoiding the costs of doing business with the CAISO.

Therefore, staff is recommending approval of a 25-year layoff of Lodi's 26 MW of COTP transmission service, effective July 1, 2014, whereby the City of Lodi and all of the TANC Members who are in the CAISO BA (Santa Clara and Northern California Power Agency Pool Members) would lay off their interests to other COTP participants who reside in the BANC BA, specifically the Sacramento Municipal Utility District, Modesto Irrigation District and Turlock Irrigation District. These entities would pay the City's current allocated share of COTP costs and following the retirement of the COTP debt service in approximately 10 years, they would, in addition, begin making annual payments to the City in the amount of approximately \$230,000 per year.

The 25-year duration of the layoff was required to balance the high initial cost to the receivers of the layoff with the relative low price after the COTP debt service is paid off. This layoff will result in power for Lodi that was previously purchased in the Pacific Northwest to be purchased in the CAISO BA, the cost increase for which is expected to be negligible.

APPROVED: 
Stephen Schwabauer, Interim City Manager

Approval of this Agreement does not change Lodi's membership status in TANC. The Risk Oversight Committee received a report on this agenda item and recommended City Council approval.

FISCAL IMPACT: Implementation of this agreement will result in an annual savings of approximately \$1.2 million per year. Under current rates, these savings will flow through the Energy Cost Adjustment (ECA).

FUNDING AVAILABLE: Not applicable.



Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager

MCP/EAK/lst

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A LONG-TERM LAYOFF
AGREEMENT FOR THE CALIFORNIA OREGON
TRANSMISSION PROJECT BETWEEN THE CITY OF LODI
AND CERTAIN MEMBERS OF THE TRANSMISSION AGENCY
OF NORTHERN CALIFORNIA

=====

WHEREAS, the Transmission Agency of Northern California (TANC) is a California Joint Powers Agency that has facilitated the construction and joint ownership of transmission projects on behalf of its members; and

WHEREAS, TANC members include the Sacramento Municipal Utility District (SMUD), Modesto Irrigation District (MID), Turlock Irrigation District (TID), Plumas Sierra Rural Electric Cooperative, and the California cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Redding, Roseville, Santa Clara, and Ukiah; and

WHEREAS, TANC is a joint owner of the California Oregon Transmission Project (COTP), a transmission line connecting the Pacific Northwest with Central California; and

WHEREAS, the City is a signatory to TANC Project Agreement Number 3 (1990), by which the City has a 1.9201% project participation entitlement on the COTP (approximately 26 megawatts); and

WHEREAS, recent historic and projected value of COTP to the City's electricity portfolio is lower than participation costs; and

WHEREAS, City's current costs associated with COTP are approximately \$1.2 million per year; and

WHEREAS, under TANC Project Agreement Number 3 and TANC's Procedures for Long-Term Layoffs of Transmission Capacity, the City is able to assign its COTP entitlements to other COTP participants; and

WHEREAS, SMUD, TID, and MID have agreed to accept the City's share of COTP entitlements, via a layoff arrangement, for a period of 25 years, with an option to extend 5 years upon mutual agreement; and

WHEREAS, this activity would not result in a direct or reasonable foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act and no environmental review is necessary; and

WHEREAS, the Risk Oversight Committee received a report on this agenda item and recommends City Council approval.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Long-Term Layoff Agreement (Agreement) for the California Oregon Transmission Project (COTP) between the City of Lodi and certain members of the Transmission Agency of Northern California (TANC); and

BE IT FURTHER RESOLVED that authorization for any extension of term, including the five-year extension option, shall be subject to future review and authorization of the Lodi City Council.

Dated: April 2, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

2014-_____

LONG-TERM LAYOFF AGREEMENT

BY AND AMONG

THE

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

AND CERTAIN OF ITS MEMBERS

NAMELY

THE CITIES OF ALAMEDA, HEALDSBURG, LODI, LOMPOC, SANTA CLARA, AND UKIAH

THE PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE

AND

THE MODESTO IRRIGATION DISTRICT, THE TURLOCK IRRIGATION DISTRICT, AND

THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

EXECUTION ORIGINAL

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This Long-Term Layoff Agreement ("Agreement") is entered into by and among the Transmission Agency of Northern California, a California public entity and joint powers agency ("TANC"), and certain of its members, namely the City of Alameda (ALAMEDA), City of Healdsburg (HEALDSBURG), City of Lodi (LODI), City of Lompoc (LOMPOC), City of Santa Clara (SANTA CLARA), and City of Ukiah (UKIAH), and the Plumas-Sierra Rural Electric Cooperative (PLUMAS), referred to as "LAYOFF ENTITIES" in this Agreement and the Modesto Irrigation District (MODESTO), the Turlock Irrigation District (TURLOCK), and the Sacramento Municipal Utilities District (SMUD), referred to as "DISTRICTS" in this Agreement, with references to each entity individually and collectively as "Party" or "Parties" in this Agreement, as of the Effective Date, defined in Section 1 of this Agreement, with regard to the following:

RECITALS:

- A. The LAYOFF ENTITIES and the DISTRICTS are each Participants in and parties to TANC Project Agreement No. 3, entered into as of March 1, 1990.
- B. Pursuant to Section 7.1 of TANC Project Agreement No. 3, the LAYOFF ENTITIES each desire to make their entitlement, or portion of their entitlement to TANC's Transfer Capability on the California-Oregon Transmission Project ("COTP"), in their respective Participation Percentages, available to a Participant (hereinafter "layoff") in accordance with the terms and conditions relating to layoffs by Participants under the Intertie Agreements, under TANC's Long-Term Layoff Procedures, and this Agreement.
- C. The DISTRICTS are willing to accept the LAYOFF ENTITIES' Participation Percentages, subject to this Agreement, of TANC's entitlement to Transfer Capability on the COTP.
- D. This Agreement does not include the layoff of allocations held by the LAYOFF ENTITIES pursuant to the South of Tesla Agreement ("SOT Agreement") and therefore no costs associated with the SOT Agreement will be incurred by the DISTRICTS and the DISTRICTS shall not incur any costs associated with the SOT Agreement under this Agreement.

NOW THEREFORE, in consideration of the premises described in the recitals, and in consideration of the terms, covenants, and conditions that are set out below, the Parties have entered into this Agreement.

AGREEMENT:

Section 1. Definitions.

All capitalized terms used herein are set forth and defined in ATTACHMENT A to this Agreement.

Section 2. Effective Date and Term.

a. Effective Date.

This Agreement shall become effective and enforceable on July 1, 2014 (hereinafter "Effective Date").

b. Term.

The term of this Agreement shall be twenty-five (25) years commencing on the Effective Date and terminating at 0000 hours Pacific Prevailing Time on the day before the 25th anniversary of the Effective Date, unless the Parties mutually agree in writing to extend the term of the Agreement for another five (5) years (hereinafter "Term").

Section 3. COTP Layoffs.

The LAYOFF ENTITIES and their respective Participation Percentages ("Layoff Percentages") laid off pursuant to this Agreement are as follows: ALAMEDA – 1.2272 percent; HEALDSBURG – 0.2456 percent; LODI – 1.9201 percent; LOMPOC - 0.1865 percent; PLUMAS – 0.1479 percent; SANTA CLARA (exclusive of its Vernon acquisition) – 10.4706 percent; and UKIAH – 0.1945 percent.

a. Layoff of the LAYOFF ENTITIES' COTP Interests, Rights, and Obligations.

Except as otherwise set forth in this Agreement, on the Effective Date, and for the Term of this Agreement, the LAYOFF ENTITIES hereby lay off and relinquish to TANC 100 percent of the LAYOFF ENTITIES' layoff percentage use of their interests, rights, and obligations under TANC Project Agreement No. 3, except their interests, rights, and obligations in the event of a default pursuant to Section 6 of Project Agreement No. 3 and this Agreement, associated with the LAYOFF ENTITIES' Layoff

Percentages in TANC's entitlement to Transfer Capability on the COTP. TANC hereby transfers at that instant: i) 1.7990 Participation Percentage in TANC's entitlement to Transfer Capability on the COTP to MODESTO; ii) 3.2383 Participation Percentage in TANC's entitlement to Transfer Capability on the COTP to TURLOCK; and iii) 9.3550 Participation Percentage in TANC's entitlement to Transfer Capability on the COTP to SMUD. MODESTO, TURLOCK, and SMUD hereby accept and assume at that instant for the Term of this Agreement the use of the LAYOFF ENTITIES' interests, rights, and obligations under the provisions of TANC Project Agreement No. 3 associated with the Layoff Percentages under this Agreement.

b. Return of the LAYOFF ENTITIES' Interests, Rights, and Obligations.

Unless earlier relinquished because of a default under this Agreement by MODESTO, TURLOCK and/or SMUD, upon the end of the last hour of the last day of the Term of this Agreement, all of the LAYOFF ENTITIES interests, rights, and obligations in the LAYOFF ENTITIES' Layoff Percentages laid off under this Agreement, adjusted for any changes in such Participation Percentages during the Term of this Agreement (presently 14.3923 percent of TANC's COTP Entitlement as of the Effective Date of this Agreement) under TANC Project Agreement No. 3, shall automatically and without any action of the Parties be relinquished by MODESTO, TURLOCK, and SMUD through TANC to the LAYOFF ENTITIES, and the LAYOFF ENTITIES hereby accept their interests, rights, and obligations at that instant in the future.

c. Layoff Quantity.

The sum of the layoffs shall be known as the "Layoff Quantity."

d. Project Agreement No. 3 Appendix C.

The TANC Commission by resolution approving this Agreement, has approved a revised version of APPENDIX C of TANC Project Agreement No. 3, showing the effect of the layoffs on the Participation Percentages of the LAYOFF ENTITIES and the DISTRICTS during the Term of this Agreement, for the purposes of delineating voting rights, billings, and obligations during the Term of this Agreement. The version of APPENDIX C approved by the TANC Commission and attached to and

incorporated into this Agreement as ATTACHMENT B has been created solely for the convenience of the Parties, and does not affect the interests, rights, or obligations of the LAYOFF ENTITIES if the DISTRICTS were to default in their obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, title to the interests, rights and obligations of the LAYOFF ENTITIES in their respective Participation Percentages shall remain vested in the LAYOFF ENTITIES during the Term of this Agreement, while the right of use of those interests, rights, and obligations shall be vested in the DISTRICTS in their respective Layoff Percentages acquired hereunder. Nothing in this Agreement is intended to alter or amend any interest, right or obligation of any Participant under TANC Project Agreement No. 3. The failure to give due and timely notice of a default or potential default pursuant to Section 3(i) of this Agreement shall not absolve the obligation of any Party to this Agreement to comply with its responsibilities under TANC Project Agreement No. 3. Regardless of any default on the part of the DISTRICTS, the LAYOFF ENTITIES shall not be excused from their respective obligations under TANC Project Agreement No. 3.

e. Billings and Payments.

During the Term of this Agreement, and in the absence of a default under this Agreement by the DISTRICTS, all billings and payments shall be made in accordance with the provisions of TANC Project Agreement No. 3, with ATTACHMENT B of this Agreement employed by TANC to assure that, in the absence of a default by the DISTRICTS, the LAYOFF ENTITIES will not be billed for any TANC Project Agreement No. 3 costs associated with the Layoff Percentages laid off under this Agreement, including but not limited to TANC Project Agreement Operations and Maintenance ("O&M") Costs, TANC Project Indebtedness, Debt Service, or TANC Capital Improvement Costs associated with the Layoff Percentages laid off under this Agreement; provided, however, that the LAYOFF ENTITIES shall remain responsible under the TANC Joint Powers Agreement for any costs unrelated to TANC Project Agreement No. 3. During the Term of this Agreement, TANC shall bill the DISTRICTS, and the DISTRICTS shall pay, for TANC Project Agreement No. 5 costs, expenses, fees, and charges otherwise allocable to the LAYOFF ENTITIES pursuant to Section 3 of TANC Project Agreement No. 5 for the Layoff Percentage of TANC's entitlement to Transfer Capability

on the COTP laid off to the DISTRICTS in this Agreement pursuant to the percentages contained in ATTACHMENT C.

f. Additions, Betterments, and Replacements.

(i) Use of Additions, Betterments, and Replacements during Term of Agreement.

Additions, Betterments, and Replacements, as defined in TANC Project Agreement No. 3, approved by TANC during the Term of this Agreement with respect to the use of the acquired shares of the COTP interests, rights, and obligations laid off to the DISTRICTS under this Agreement, shall be available for the DISTRICTS' sole use and at their sole expense during the Term hereof.

(ii) Responsibility For and Use of Betterments at End of the Term of this Agreement.

At the end of the Term of this Agreement, the DISTRICTS shall be solely and severally responsible for the Layoff Percentages of Betterments approved, paid for, or financed by them during the Term of this Agreement, and the Layoff Percentages of such Betterments shall remain available for their sole use and benefit for the life of the COTP.

(iii) Responsibility For and Use of Additions that Exceed the Adjusted Cost Index at End of the Term of this Agreement.

At the end of the Term of this Agreement, the DISTRICTS shall be solely and severally responsible for the Layoff Percentages of Additions approved and financed by them that exceed the adjusted cost index defined in Section 3.1.2.2.2 of TANC Project Agreement No. 3 (hereinafter "Adjusted Cost Index"). Such Layoff Percentages of such Additions, adjusted for any changes in such Layoff Percentages during the Term of this Agreement for the life of the COTP, shall remain available for the DISTRICTS' sole use and benefit for the life of the COTP.

(iv) Responsibility For and Use of Additions Up to the Adjusted Cost Index at End of the Term of this Agreement.

At the end of the Term of this Agreement, the LAYOFF ENTITIES shall be solely and severally responsible for the Layoff Percentages of Additions approved by TANC during the Term of this Agreement in an amount up to the Adjusted Cost Index, and the Layoff Percentages of such Additions shall be available for their sole use and benefit in their respective Layoff Percentages, adjusted for any changes in such Layoff Percentages during the Term of this Agreement for the life of the COTP. For the purposes of clarification, to the extent that an Addition exceeds the Adjusted Cost Index, the LAYOFF ENTITIES shall be responsible for any amount up to the Adjusted Cost Index pursuant to this subsection 3(f)(iv), and the DISTRICTS, as applicable shall be responsible for the remaining amount that exceeds the Adjusted Cost Index, in accordance with subsection (3)(f)(iii).

(v) Responsibility For and Use of Replacements at End of the Term of this Agreement.

At the end of the Term of this Agreement, the LAYOFF ENTITIES shall be solely and severally responsible for the Layoff Percentages of Replacements approved by TANC during the Term of this Agreement. Such Layoff Percentages of such Replacements shall be available for their sole use and benefit in their respective Layoff Percentage, adjusted for any changes in such Layoff Percentages during the Term of this Agreement for the life of the COTP.

(vi) Allocation of Capital Costs and Associated Financing Costs.

The Parties agree that the capital costs and associated financing costs of any portions of Additions that do not exceed the Adjusted Cost Index and all Replacements put into service during the Term of this Agreement shall be allocated on a straight-line financial basis over the expected useful life of such Additions and Replacements. Capital costs and associated financing costs, and the expected useful life of such Additions and Replacements, shall be determined at the time the Additions and Replacements are put into service.

(vii) Payment of True-Up Adjustments.

If the expected useful life of any portions of Additions that do not exceed the Adjusted Cost Index and all Replacements put into service during the Term of this Agreement extend beyond the Term of this Agreement, the Parties agree to make "true-up adjustments" via true-up payments for the capital costs and associated financing costs paid or incurred for such Additions or Replacements put into service during the Term of this Agreement. The "true-up adjustments" will be based on the cost differences between the costs calculated on a straight-line financial basis and the actual payment method(s) used. Upon the end of the Term of this Agreement the Parties shall make such true-up payments to each other, as calculated in accordance with subsection 3(f)(viii) below, to effect their mutual intention that costs for such Additions and Replacements with long lives be allocated among the Parties on a straight-line financial basis. These true-up payments will effect the required true-up adjustments referenced above.

(viii) Calculation of True-Up Adjustments.

Prior to the end of the Term of this Agreement, unless the Parties otherwise agree, TANC shall determine from its books and records, and recommend to the Parties an allocation of the capital costs and associated financing costs for any portions of Additions that do not exceed the Adjusted Cost Index and all Replacements during the Term of the Agreement that have been (aa) paid or incurred during the Term of the Agreement plus (bb) those that remain to be paid beyond the Term of the Agreement. The true-up adjustments shall be calculated by TANC in a manner consistent with the examples in ATTACHMENT D, which are incorporated herein by reference. Any disagreement regarding the calculation of the true-up adjustments shall be resolved by the TANC Commission.

g. Default.

In the event of a default by any of the DISTRICTS under this Agreement, TANC shall immediately and simultaneously notify each of the Parties in accordance with the provisions of Section 15 of this Agreement. If a default remains uncured for twenty (20) days after the date notice is first given under Section 15, then the LAYOFF ENTITIES shall cure any

monetary default not later than three (3) business days following the 20th day. Upon the LAYOFF ENTITIES' completion of the cure of a monetary default or, in the instance of a non-monetary default arising out of a breach of Sections 5 or 6, below, by any of the DISTRICTS that remains uncured for twenty (20) days after the date notice is first given under Section 15 use of the interests, rights, and obligations laid off shall be automatically relinquished to the LAYOFF ENTITIES at that instant, and without any action of the Parties. TANC shall provide notice of the default to each of the Parties to this Agreement, but TANC shall have no responsibility to otherwise respond to the default.

h. Voting Rights.

During the Term of this Agreement:

- (i) The LAYOFF ENTITIES shall not have any rights to vote on any matter related to TANC Project Agreement No. 3 during the layoff of their Layoff Percentages; provided, however, that the LAYOFF ENTITIES shall retain voting rights related Additions and Betterments to be considered for approval under TANC Project Agreement No. 3, but the percentage of such vote will be zero (0) percent in order to fulfill the meaning of Opposing Member. Absent any vote to the contrary, the vote of the LAYOFF ENTITIES shall be deemed to be a "no" vote. The LAYOFF ENTITIES shall retain voting rights associated with any Participation Percentages not transferred by this Agreement, or any other Agreement.
- (ii) In the event of a default under this Agreement by any of the DISTRICTS, the defaulting Party may not vote on any matter related to TANC Project Agreement No. 3 with respect to the use of their acquired shares of the COTP interests, rights, and obligations laid off to them under this Agreement. The Parties adversely affected by the default may vote on any matter related to TANC Project Agreement No. 3 with respect to their shares of the COTP interests, rights, and obligations that were laid off to the defaulting Party under this Agreement.
- (iii) Any new TANC program or project shall be governed by the agreements that pertain to such programs or projects.

Section 4. Recall and Return Options.

a. Conditions for Exercising Recall Option or Return Option.

During the Term of this Agreement, based upon the events set forth in this Section 4, any of the LAYOFF ENTITIES shall have the option to recall and any of the DISTRICTS shall have the right to return up to fifty (50) percent of their share of the Layoff Quantity (respectively "Recall Option" or "Return Option"). Parties acknowledge the potential impact that exercising the Recall Option or Return Option might have on the non-exercising Parties, and therefore, to the extent commercially and legally practicable, Parties agree to use reasonable efforts to provide advance notice that they are intending to exercise such an option.

The Recall Option or Return Option shall be effective upon the later of one year's written notice or the actual effective date/occurrence (respectively "Recall Effective Date" or "Return Effective Date") of one of the following events:

- (i) Dissolution of the California Independent System Operator Corporation ("CAISO"), or any successor Independent System Operator ("ISO") or Regional Transmission Operator ("RTO");
- (ii) Relocation of the LAYOFF ENTITIES to a different Balancing Authority, excluding the CAISO Balancing Authority, or any successor ISO or RTO;
- (iii) Elimination or change to Integrated Balancing Authority Area ("IBAA") pricing in a manner that would allow the LAYOFF ENTITIES to realize a value for transactions utilizing the COTP. For purposes of this provision, entering a Market Efficiency Enhancement Agreement with the CAISO shall not constitute a "change to IBAA pricing."
- (iv) Termination of BANC or its successor or the execution of an agreement by the DISTRICTS to participate in the CAISO in a manner that provides for a return on all or a portion of the Layoff Quantity. For purposes of this provision, "to participate in the CAISO in a manner that provides for a return on all or a portion of the Layoff Quantity" means that the DISTRICTS enter into a

Transmission Control Agreement with the CAISO and recover an authorized rate of return on all or a portion of the Layoff Quantity through CAISO transmission or wheeling access charges, or their equivalents. This shall only apply to the Layoff Percentage of the entity electing to participate in the CAISO, as described in this Section.

b. Repayment Obligations if any of the LAYOFF ENTITIES Exercise the Recall Option.

In the event of any of the LAYOFF ENTITIES exercise of the Recall Option for a portion of the Layoff Quantity, the LAYOFF ENTITIES shall be liable to repay all Debt Service Payments and TANC Project O&M Costs and TANC Administrative and General Expenses ("TANC A&G Expenses") incurred by the DISTRICTS, associated with the Layoff Percentages under this Agreement, up to the Recall Effective Date with respect to all or a portion of the Layoff Quantity on or before the date the recall occurs, or at a time and duration as mutually agreed to by the PARTIES, and assume all Debt Service Payments and TANC Project O&M Costs and TANC A&G Expenses for the recalled portion of the Layoff Quantity from the Recall Effective Date forward.

c. Repayment Obligations if any of the DISTRICTS Exercise the Return Option.

In the event any of the DISTRICTS elect to exercise the Return Option for a portion of the Layoff Quantity, the DISTRICTS shall continue to pay Debt Service Payments, as defined in Section 6 of this Agreement, on the entire portion of the Layoff Quantity until no additional Debt Service Payments are required to pay back the Debt Service in place as of the date this Agreement is executed by the Parties. The DISTRICTS shall be relieved of TANC Project O&M Costs and TANC A&G Expenses for the returned portion of the Layoff Quantity from the Return Effective Date forward.

Section 5. Market Payments.

Starting May 1, 2024, and on each May 1 thereafter, the DISTRICTS shall pay the LAYOFF ENTITIES, in aggregate, an annual fixed premium of \$1,752,000 for the remainder of the term of the Layoff. This payment will be administered by TANC.

Section 6. Debt Service Payments.

The DISTRICTS shall be solely and severally liable, shall assume, and hereby agree to pay and retire the debt service issued pursuant to TANC Project Agreement No. 3 in connection with the Layoff Percentages of the LAYOFF ENTITIES ("Debt Service Payments"), and in accordance with the DISTRICTS' Layoff Percentage of TANC's Entitlements to Transfer Capability on the COTP, as defined in Section 3(a) and 3(c) of this Agreement. Timing of the payoff of such Debt shall be at the option of the DISTRICTS, provided that at the end of the term of the Layoff the Layoff Entities will have returned, to them, their Layoff Percentages without any TANC Project Agreement No. 3 Debt associated with the Layoff Percentages that existed as of the execution date of this Agreement.

Section 7. No Assignment Without Consent.

During the Term of this Agreement, the DISTRICTS shall not assign the rights to the use of the interests, rights, or obligations of the LAYOFF ENTITIES acquired pursuant to this Agreement, or delegate any obligations that have been undertaken by the DISTRICTS pursuant to this Agreement, including but not limited to the obligation to pay as set forth in this Agreement and the obligations set forth in Sections 7 or 8, to any entity, including but not limited to a TANC Member (hereinafter "Assign" or "Assignment"), without the advance written consent of the respective boards, commissions and/or councils with requisite authority (hereinafter "Council") of TANC, the LAYOFF ENTITIES, or their authorized representatives. The Parties agree that such consent shall not be unreasonably withheld and further agree that best efforts shall be utilized by the Parties to bring the issue of a proposed Assignment to Council within ninety (90) days following the Parties' receipt of written notice requesting permission to Assign. It is the intent of the Parties that any proposed Assignment by the DISTRICTS must result in a complete assumption of that which was acquired by the assigning Party under this Agreement. Partial Assignments by the DISTRICTS are expressly prohibited.

Section 8. Long-Term Layoff to Third Parties Not an Assignment.

To the extent that any of the DISTRICTS, as applicable (hereinafter "Layoff Party") intend to layoff or transfer the use of the interests, rights, and obligations received from the LAYOFF ENTITIES under this Agreement to a third party ("Acquiring Party") for a period of more than one (1) year, and such layoff or transfer is not otherwise an Assignment as defined and discussed in Section 7 of this Agreement, and provided the conditions of Sections 7.1, 7.2, and 7.4 of TANC Project Agreement No. 3 have been satisfied and pursuant to the requirements of TANC's Long Term

Layoff Procedures, the Layoff Party shall do all of the following: 1) provide written notice to the LAYOFF ENTITIES and TANC prior to the effective date of such layoff; 2) include in its layoff agreement with the Acquiring Party provisions specifying: i) that such layoff agreement shall be terminated immediately upon a default under this Agreement by the DISTRICTS, as applicable, that remains uncured for twenty (20) days after the date notice is first given under Section 13; ii) that the Acquiring Party is not a third-party beneficiary of this Agreement between the LAYOFF ENTITIES on the one hand and the DISTRICTS, as applicable, on the other; and iii) that the Acquiring Party shall have no recourse against the LAYOFF ENTITIES and TANC in the event of a default by the DISTRICTS under this Agreement and the layoff agreement; and 3) provide the LAYOFF ENTITIES and TANC with a copy of the executed layoff agreement.

Section 9. Dispute Resolution.

In the event of any controversy or claim between the Parties, whether based in contract, tort or otherwise, arising out of, based upon, or relating to this Agreement, except for any controversy or claim based upon a default of the obligations to make payments as set forth in Sections 3 of this Agreement or a breach of the obligations set forth in Sections 7 or 8 of this Agreement (hereinafter "Dispute"), the Parties shall attempt to resolve such Dispute in the following manner:

a. Negotiation.

The Parties shall attempt in good faith to resolve the Dispute promptly by negotiations between duly authorized representatives of the Parties who have authority to resolve the Dispute. When a Party believes there is a Dispute, that Party shall give the other Party written notice describing the Dispute with reasonable particularity. Within fifteen (15) calendar days following the receipt of such notice, the receiving Party shall submit a written response to the noticing Party. The authorized representatives shall meet in person and attempt to resolve the Dispute.

b. Mediation.

If the Dispute is not resolved within fifteen (15) calendar days following receipt of the receiving Party's response given pursuant to subsection (a), above, or such additional time, if any, that the Parties mutually agree in writing, the Parties shall try in good faith to resolve the Dispute by mediation. The form of mediation and the mediator selected to mediate

the Dispute shall be acceptable to both Parties, which acceptance shall be confirmed by the Parties in writing.

c. Additional Rights.

If the Dispute is not resolved through mediation within ninety (90) calendar days of the noticing Party's written notice of the Dispute pursuant to subsection (a) above, or such additional time, if any, that the Parties mutually agree to in writing, the Party or Parties involved in the dispute shall be free to pursue any and all legal and equitable actions or remedies.

Section 10. Attorney Fees.

In any mediation, arbitration, or litigation to enforce or defend any interest, right, or obligation of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and other litigation expenses.

Section 11. California Law.

This Agreement was made in and will be performed in California, and the law of California shall apply in the interpretation and enforcement of this Agreement.

Section 12. Integrated Agreement.

This Agreement is the whole, integrated agreement of the Parties, superseding prior negotiations. This Agreement does not amend TANC Project Agreement No. 3 in any respect. In the event of any conflict between this Agreement and TANC Project Agreement No. 3, the provisions of TANC Project Agreement No. 3 shall control. If there is a conflict between this Agreement and the Long-Term Layoff Procedures, this Agreement shall prevail.

Section 13. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party to this Agreement.

Section 14. TANC Liability.

TANC and its officers, agents, and employees, as well as the other members and commissioners of TANC (hereinafter "Indemnitees"), undertake no legal liability to the Parties to this Agreement and each Party releases, holds harmless, and covenants not to sue the Indemnitees for any cause, claim, injury, damage, or death arising from a negligent act or omission of an Indemnitee in connection with this Agreement.

Section 15. Notices.

Notices required under this Agreement shall be given by TANC to each Party to this Agreement using all of the four following methods on the same day, if possible: facsimile, email, overnight delivery, and a personal phone call from the TANC General Manager to each Chief Executive Officer of each Party.

Contact information for the purposes of notice for each Party shall be maintained by TANC as ATTACHMENT E of this Agreement, attached to and incorporated herein.

Each Party shall be responsible for maintaining current contact information with TANC.

Section 16. Severability.

Any provision of this Agreement determined by a court of competent jurisdiction to be invalid shall not be severed from this Agreement if severance would materially adversely affect any Party, and if any Party in good faith concludes that severance would result in materially adverse consequences, such Party may give notice under the notice provisions hereof, that this Agreement shall terminate on a date all of the Parties consider appropriate, and if no agreement is reached on an appropriate early termination date, then at the last hour of the day that is one hundred and twenty (120) days after the date notice was first given.

Section 17. Discharge of Obligations.

All obligations unsatisfied at the end of the Term of this Agreement shall be promptly discharged by the responsible Party.

Section 18. Modifications.

This Agreement may only be modified or amended in writing by the Parties following receipt of all necessary approvals. Approvals and consents shall not be withheld unreasonably.

Section 19. Counterparts/Electronic Delivery.

This Agreement may be signed in counterparts, each of which shall be deemed an original but all or which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission and the Parties agree that such facsimile or electronic (PDF) execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

ALAMEDA MUNICIPAL POWER

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

CITY OF HEALDSBURG

CITY OF LODI

By: _____
Its: _____
Dated: _____

By: _____
Its: Interim City Manager
Dated: _____
APPROVED AS TO FORM: _____

ATTEST:

CITY OF LOMPOC

Janice D. Magdich, Int. City Att. Randi Johl-Olson
PLUMAS-SIERRA RURAL City Clerk
ELECTRIC COOPERATIVE

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

CITY OF UKIAH

CITY OF SANTA CLARA

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

MODESTO IRRIGATION DISTRICT

TURLOCK IRRIGATION DISTRICT

By: _____

By: _____

Its:

Its:

Dated: _____

Dated: _____

SACRAMENTO MUNICIPAL
UTILITY DISTRICT

By: _____

Its:

Dated: _____

ATTACHMENT A

DEFINITIONS

Acquiring Party

Has the meaning set forth in Section 8 of this Agreement.

Additions

A new facility, other than a Betterment or Replacement that is added to the Project, together with associated land rights, if any.

Adjusted Cost Index

Has the meaning set forth in Section 3.1.2.2.2 of TANC Project Agreement No. 3.

Agreement

This Long-Term Layoff Agreement, as it may be amended time to time.

Annual Fixed Payment

Has the meaning set forth in Section 5 of this Agreement.

Annual TANC Budget

The annual budget approved by the TANC Commission which provides for all TANC activities as a joint powers agency, including TANC's share of any joint obligations arising from the Agency's participation in projects such as the COTP, expenses associated with related debt service obligations, transmission service costs incurred on behalf of TANC Members, and operation costs for the Agency.

Balancing Authority

The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

Betterment

A new facility, other than a Replacement, together with associated land rights, if any, which will increase the Rated Project Transfer Capability" (as that term is defined in the Intertie Agreements) above the then-current Rated Project Transfer Capability or sixteen hundred (1600) megawatts, whichever is less.

CAISO

The California Independent System Operator Corporation, or its successor.

CAISO Tariff

The California Independent System Operator Corporation Operating Agreement and Tariff, dated March 31, 1997, as modified or amended from time to time.

Debt

Indebtedness.

Debt Service

With respect to any period, the aggregate of the amounts required by each Indenture to be paid during said period into any fund or account created by the Indenture for the sole purpose of paying or providing reserves for paying the principal (including sinking fund installments) of and premium, if any, and interest on all the Indebtedness from time to time outstanding; provided, however, that Debt Service shall not include any amounts on account of acceleration of the maturity of any Indebtedness.

Debt Service Payments

Has the meaning set forth in Section 6 of this Agreement.

Indebtedness

Bonds, notes or other evidences of indebtedness (including, without limitation, contracts relating to letters of credit or other credit enhancement devices and long-term contracts which are characterized as debt by TANC at or prior to execution thereof) issued or otherwise incurred or entered into by or on behalf of TANC in connection with the Project. For purposes of this Agreement, Indebtedness shall be considered outstanding as of any date if such Indebtedness has not been paid or in provision for the payment of the principal of and interest on such Indebtedness has not been made in accordance with the Indenture pursuant to which such Indebtedness has been issued or incurred.

Integrated Balancing Authority Area

Has the meaning set forth in the CAISO Tariff, as modified or amended from time to time.

Intertie Agreements

Agreements related to the Project which have been or which may be entered into by TANC and some or all of the other Participants, which include, but are not limited to, the MOU, the Project Development Agreement, the Project Participation Agreement, any amendments to the foregoing agreements, and other agreements related to the Project entered into by TANC as Project Manager or by TANC on behalf of the Members.

Layoff

As used in this Agreement, the voluntary temporary transfer of all or a portion of TANC Member entitlements to Transfer Capability for a period of more than one (1) year.

Layoff Quantity

The sum of the Layoffs as set forth in Section 3(c) of this Agreement.

Layoff Party

Has the meaning set forth in Section 8 of this Agreement.

Layoff Percentages

Has the meaning set forth in Section 3 of this Agreement.

Market Efficiency Enhancement Agreement

Has the meaning set forth in the CAISO Tariff, as modified or amended from time to time.

MOU

The Memorandum of Understanding, California-Oregon Transmission Project, dated December 19, 1984, among the Participants, the Department of Water and Power of the City of Los Angeles, and the California Department of Water Resources, as modified by the Memorandum of Decision of the United States Secretary of Energy, dated February 7, 1985, as interpreted by the letter of the United States Department of Energy Acting General Counsel, dated May 4, 1985, as amended by the California-Oregon Transmission Project Memorandum of Understanding Annex, dated March 19, 1986 (MOU Annex), and as it may be further amended. The MOU and MOU Annex are incorporated into Project Agreement No. 3 as Appendix A and Appendix B, respectively.

Participants

Those entities, including TANC, which have interests in the Project through execution of the Intertie Agreements.

Participation Percentage

That percentage of TANC's entitlement to Transfer Capability which an individual TANC Member has the right to use as set forth in Appendix C of TANC Project Agreement No. 3. Such percentages may be modified pursuant to Sections 2.3, 3.1.2.2, 6, and 15 of TANC Project Agreement No. 3. Modified percentages are included in Appendix B of this Agreement.

Project

The California-Oregon Transmission Project (COTP), which consists of electric transmission facilities between California and the Pacific Northwest. As such, Project is generally described in, and as changed pursuant to, the Intertie Agreements.

Project Development Agreement

That agreement among the Participants dated September 30, 1985, which provides, inter alia, for the Participants to share the costs of Project Development Work.

Project Participation Agreement

That agreement which was executed by those Participants electing to proceed with Phase II and Phase III of the Project, as it may be modified and supplemented in accordance with the terms thereof.

Recall Effective Date

Has the meaning set forth in Section 4(a) of this Agreement.

Recall Option

Has the meaning set forth in Section 4 of this Agreement.

Replacements

A new facility that is intended to be a direct replacement for an existing facility, which is designed primarily to maintain the existing operational reliability or capability of the Project, irrespective of whether the replacement results in an incidental increase in the Rated Project Transfer Capability (as that term is defined in the Intertie Agreements), and which results in a retirement unit being substituted for another such retirement unit. As used herein, retirement unit shall mean property as defined in Section 15060 of the Federal Energy Regulatory Commission Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act, or its successor document.

Return Effective Date

Has the meaning set forth in Section 4(a) of this Agreement.

Return Option

Has the meaning set forth in Section 4 of this Agreement.

SOT Agreement

The agreement between TANC and TANC Members with respect to allocations of TANC entitlements to Tesla-Midway Transmission Service, dated as of February 14, 1993.

TANC

The Transmission Agency of Northern California or its successor.

TANC Capital Improvement Costs

Those costs incurred in connection with Phase III of the Project allocable to TANC for the purpose of making Additions, Betterments, or Replacements to the Project and such other costs relating to capital improvements to the Project properly chargeable to TANC pursuant to the Intertie Agreements.

TANC Commission

The governing body of TANC as described in the TANC Joint Powers Agreement.

TANC Joint Powers Agreement

The Joint Powers Agreement, Transmission Agency of Northern California, dated December 10, 1984, which established TANC as a joint powers agency pursuant to Section 6500 et seq. of the California Government Code, as amended and supplemented from time to time.

TANC Long-Term Layoff Procedures

The procedures adopted by the TANC Commission via Resolution 2004-21, to facilitate Layoffs consistent with TANC Project Agreement No. 3.

TANC Member

A signatory to the TANC Joint Powers Agreement.

TANC Project Administrative and General Expenses or TANC A&G Expenses

Those administrative and general expenses incurred by TANC in its management of the Project that are recoverable from TANC Members and set forth each fiscal year in the TANC annual TANC Budget, being categorized as "TANC Agency" and "TANC Operations."

TANC Project Agreement No. 3

The agreement entered into as of March 1, 1990, by and among TANC and the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara and Ukiah; the Sacramento Municipal Utility District; the Modesto Irrigation District; the Turlock Irrigation District; and the Plumas-Sierra Rural Electric Cooperative.

TANC Project Agreement No. 5

An agreement entered into as of August 23, 2004, and amended and restated effective as of May 1, 2006, by and among the Transmission Agency of Northern California, and the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Modesto Irrigation District; the Turlock Irrigation District; and the Plumas-Sierra Rural Electric Cooperative.

TANC Project Costs

Those costs incurred in connection with Phase II of the Project allocable to TANC and such other costs relating to the acquisition and construction of the Project properly chargeable to TANC pursuant to the Intertie Agreements.

TANC Project Indebtedness

That Indebtedness to be issued by TANC to finance TANC Project Costs, TANC Project O&M Costs, TANC Capital Improvement Costs, and such other costs as are described in Section 4.1.3.1 of TANC Project Agreement No. 3.

TANC Project O&M Costs

Those costs incurred in connection with Phase III of the Project allocable to TANC and recoverable from TANC Members, which are necessary to operate and maintain the Project, such other costs relating to the operation and maintenance of the Project properly chargeable to TANC pursuant to the Intertie Agreements, and costs of the TANC Coordinator. TANC Project O&M costs shall not include TANC Project Costs or TANC Capital Improvement Costs. TANC Project O&M Costs are set forth each fiscal year in the Annual TANC Budget and categorized as the "California-Oregon Project."

Transfer Capability

The ability of the Project or a segment thereof to transmit power, expressed in megawatts, as determined in accordance with the Intertie Agreements. As used in TANC Project Agreement No. 3, the term Transfer Capability can refer to a rated amount or an amount available at any given time, as appropriate in the context in which such term is used. TANC and its Members acknowledge that there may be times when available Transfer Capability is less than the rated amount for the Project or a segment thereof.

Transmission Control Agreement

Has the meaning set forth in the CAISO Tariff, as modified or amended from time to time.

True-Up Adjustments

Has the meaning set forth in Section 3(f)(vii) of this Agreement.

ATTACHMENT B

MODIFIED PROJECT AGREEMENT NO. 3 (PA-3) PERCENTAGES

Interim - COTP Operations and Maintenance

(Accommodates the Cities of Santa Clara, Alameda, Healdsburg, Lodi, Lompoc, and Ukiah, and the Plumas-Sierra Rural Electric Cooperative 25-year layoff)

TANC Entitlement	Pre-Return Percentage	TANC Member Return	Net TANC Member Percentage	North to South MW Scheduling Rights
MID	21.9470%	1.7990%	23.7460%	323
Redding	8.4119%	0.0000%	8.4119%	115
SMUD	30.1343%	9.3550%	39.4893%	538
Santa Clara	20.4745%	-10.4705%	10.0040%	136
TID	15.1105%	3.2383%	18.3488%	250
Alameda	1.2272%	-1.2272%	0.0000%	0
Healdsburg	0.2456%	-0.2456%	0.0000%	0
Lodi	1.9201%	-1.9201%	0.0000%	0
Lompoc	0.1865%	-0.1865%	0.0000%	0
Palo Alto	0.0000%	0.0000%	0.0000%	0
Plumas	0.1479%	-0.1479%	0.0000%	0
Roseville	0.0000%	0.0000%	0.0000%	0
Ukiah	0.1945%	-0.1945%	0.0000%	0
Total	100.0000%	0.0000%	100.0000%	1362

ATTACHMENT C

MODIFIED PROJECT AGREEMENT NO. 5 (PA-5) PERCENTAGES

Interim – PA- 5 Cost Sharing Percentages

(Accommodates the Cities of Santa Clara, Alameda, Healdsburg, Lodi, Lompoc, and Ukiah, and the Plumas-Sierra Rural Electric Cooperative 25-year layoff)

TANC Member	Percent	TANC Member Lay-off	Net TANC Member Percentage
MID	30.2978%	2.4836%	32.7814%
Redding	11.6130%	0.0000%	11.6130%
SMUD	3.5496%	12.9147%	16.4643%
Santa Clara	28.2650%	-14.4548%	13.8102%
TID	20.8606%	4.4705%	25.3311%
Alameda	1.6940%	-1.6940%	0.0000%
Healdsburg	0.3390%	-0.3390%	0.0000%
Lodi	2.6510%	-2.6510%	0.0000%
Lompoc	0.2570%	-0.2570%	0.0000%
Palo Alto	0.0000%	0.0000%	0.0000%
Plumas	0.2040%	-0.2040%	0.0000%
Roseville	0.0000%	0.0000%	0.0000%
Ukiah	0.2690%	-0.2690%	0.0000%
Total	100.0000%	0.0000%	100.0000%

ATTACHMENT D

TRUE-UP METHODOLOGY FOR REPLACEMENTS AND ADDITIONS

The Parties identified a desire to provide for equitable allocation of costs between the Districts and Layoff Entities for the laid-off shares of Replacements and those Additions (all Additions approved by TANC up to the threshold limit and the portion of those greater than the limit up to the threshold limit) that, at the end of the term of the layoff, will revert from a right and responsibility of the Districts to that of the Layoff Entities.

TANC developed the following methodology, which was incorporated into the *2009 Long-Term Layoff Agreement* between TANC, the Districts and the Cities of Palo Alto and Roseville, and has been reviewed and approved by the Parties. TANC will treat all Replacements and Additions (at least up to the Project Agreement No. 3 Threshold Amount) as if they were financed using "typical municipal financing" (i.e., levelized payments composed of principal and interest, at the prevailing municipal cost of money at the time of the Replacement or Addition, over the *useful life* of the Replacement/Addition). The TANC Commission will make a determination of the useful life and the cost of financing at the time of approving a Replacement and/or Addition.

If a payment structure or financing were used that were different from the form of a "typical municipal financing," then a transfer payment may be necessary to account for an accelerated or decelerated (relative to typical municipal financing) payoff of principal as of the end of the term of the layoff. The following are for illustration purposes only and are the same examples that were provided in the *2009 Long-Term Layoff Agreement*.

EXAMPLES:

The following assumptions apply to the examples provided below:

1. End of term of layoff: 2/1/2024
2. Timing of Replacement (or Addition): 2/1/2014
3. Applicable cost threshold for Section 3.1.2.2.2: \$52.7M
4. Cost of Replacement or Addition: \$25M
5. Estimated useful life of Replacement or Addition at 1/1/2014: 20 years
6. Remaining term of layoff at 2/1/2014: 10 years
7. Estimate useful life of Replacement or Addition remaining after layoff: 10 years
8. Prevailing municipal cost of money, 2/1/2014: 6 percent (20-year term)

Using the assumptions listed above, TANC examined five different payment structures and the potential need for a transfer payment under each. These are described below and a summary table is included at the end of this section:

Example #1: TANC Pays Cash at time of Replacement (Addition)

As of February 1, 2024, all principal would have been paid off and there would be no outstanding obligations for the Addition. With typical municipal financing, there would have been ten years of levelized payments remaining for principal and interest at \$2.180M/yr with respect to the full \$25M cost for the Addition. The NPV of this payment stream as of 2/1/2024 comes to \$16.04M. Cities should pay the respective Districts their laid off participation percentages times \$16.04M.

Example #2: TANC Borrows \$25 million and makes interest only payments:

As of February 1, 2024, no principal would have been paid off. With typical municipal financing, there would have been approximately \$9M of principal paid off at the end of the layoff; and the Districts should pay the respective Cities their laid off participation percentages times \$8.96 million.

Example #3: Levelized payments over life of Addition:

As of February 1, 2024, there would have been \$8.96 million principal retired. Since financing used typical municipal financing, this is the expected amount of principal to be paid off at the end of the layoff, and no transfer payment is needed.

Example #4: Levelized payments over longer than life of Addition:

As of February 1, 2024, assuming a 25-year financing term, there would have been about \$6M of principal paid off. With typical municipal financing, there would have been about \$9M of principal paid off at the end of the layoff. Districts should pay the respective Cities their laid off participation percentages times \$3M.

Example #5: Levelized payments over shorter than life of Addition:

As of February 1, 2024, assuming a 15-year financing term, there would have been about \$14.2M of principal paid off. With typical municipal financing, there would have been about \$9M of principal paid off at the end of the layoff. Cities should pay the respective Districts their laid off participation percentages times \$5.2M.

	Example #1	Example #2	Example #3	Example #4	Example #5
	Cash Payment	Interest Only	"Typical" Maturity	Longer Maturity	Shorter Maturity
Loan Amount	\$ 25,000,000	\$ 25,000,000	\$ 25,000,000	\$ 25,000,000	\$ 25,000,000
Interest Rate	6.00%	6.00%	6.00%	6.00%	6.00%
"Typical Term" - years	20	20	20	20	20
Annual Payment	\$2,179,614	\$2,179,614	\$2,179,614	\$2,179,614	\$2,179,614
Target Balance 1/1/2024	\$16,042,148	\$16,042,148	\$16,042,148	\$16,042,148	\$16,042,148
Example Term - years	-	na	20	25	15
Actual Remaining Balance as of January 1, 2024	0	\$ 25,000,000	\$16,042,148	\$ 18,993,934	10842915.45
Deviation from "typical"	\$ (16,042,148)	\$ 8,957,852	\$ -	\$ 2,951,786	\$ (5,199,233)
Payment to Districts	\$ 16,042,148	\$ (8,957,852)	\$ -	\$ (2,951,786)	\$ 5,199,233

As mentioned above, this approach will require certain determinations be made by the Commission at the approval of any future Replacements or Additions; these include: 1) the useful life of the Replacement/Addition, and 2) prevailing TANC borrowing rate for the determined useful life.

ATTACHMENT E

CONTACT INFORMATION FOR PURPOSES OF NOTICES

AMP:

Ronald V. Stassi, General Manager
Alameda Municipal Power
USPS: P.O. Box H
Alameda, CA 94501-0263
Courier: 2000 Grand Street
Alameda, CA 94501
Phone: (510) 748-3905
Fax: N/A
Email: stassi@alamedamp.com

Healdsburg:

Terry Crowley, Utility Director
City of Healdsburg
USPS: 401 Grove Street
Healdsburg, CA 95448
Courier: 401 Grove Street
Healdsburg, CA 95448
Phone: (707) 431-3340
Fax: (707) 431-2710
Email: tcrowley@ci.healdsburg.ca.us

Lodi:

Elizabeth Kirkley, Electric Utility Director
City of Lodi
USPS: 1331 South Ham Lane
Lodi, CA 95242-3995
Courier: 1331 South Ham Lane
Lodi, CA 95242-3995
Phone: (209) 333-6828
Fax: (209) 333-6839
Email: ekirkley@lodi.gov

Lompoc:

Leslie Bean, Utility Director
City of Lompoc
USPS: P.O. Box 8001
Lompoc, CA 93438-8001
Courier: 100 Civic Center Plaza
Lompoc, CA 93436-6916
Phone: (805) 875-8299
Fax: (805) 875-8396
Email: L_bean@ci.lompoc.ca.us

Santa Clara:

John Roukema, Director of Electric Utility
City of Santa Clara
USPS: 1500 Warburton Avenue
Santa Clara, CA 95050
Courier: 1500 Warburton Avenue
Santa Clara, CA 95050
Phone: (408) 261-5490
Fax: (408) 249-0217
Email: jroukema@svpower.com

PSREC:

Robert Marshall, General Manager
Plumas-Sierra Rural Electric Cooperative
USPS: 73233 Hwy 70
Portola, CA 96122-7069
Courier: 73233 Hwy 70
Portola, CA 96122-7069
Phone: (530) 832-4261
Fax: (530) 832-6070
Email: shenson@psrec.coop

MID:

Greg Salyer, Assistant General Manager, Electric Resources
Modesto Irrigation District
USPS: P.O. Box 4060
Modesto, CA 95352
Courier: 1231 Eleventh Street
Modesto, CA 95354
Phone: (209) 526-7550
Fax: (209) 526-7315
Email: greg.salyer@mid.org

TID:

Larry Gilbertson
Assistant General Manager
Turlock Irrigation District
USPS: P.O. Box 949
Turlock, CA 95381-0949
Courier: 333 East Canal Drive
Turlock, CA 95380
Phone: (209) 883-8334
Fax: (209) 656-2148
Email: lbgilbertson@tid.org

SMUD:

Paul Lau
Assistant General Manager,
Power Supply and Grid Operations
Sacramento Municipal Utility District
USPS: P.O. Box 15852
Mail Stop: B408
Sacramento, CA 95852-1830
Courier: 6201 S Street,
Sacramento, CA 95817-1899
Phone: (916) 732-6757
Fax: (916) 73- 6562
Email: paul.lau@smud.org

TANC:

Transmission Agency of Northern California
Bryan W. Griess, General Manager
USPS: P.O. Box 15129
Sacramento, CA 95851-0129
Courier: 35 Iron Point Circle, Suite 255
Phone: (916) 852-1673
Fax: (916) 852-1073
Email: bgriess@tanc.us

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A LONG-TERM LAYOFF
AGREEMENT FOR THE CALIFORNIA OREGON
TRANSMISSION PROJECT BETWEEN THE CITY OF LODI
AND CERTAIN MEMBERS OF THE TRANSMISSION AGENCY
OF NORTHERN CALIFORNIA

=====

WHEREAS, the Transmission Agency of Northern California (TANC) is a California Joint Powers Agency that has facilitated the construction and joint ownership of transmission projects on behalf of its members; and

WHEREAS, TANC members include the Sacramento Municipal Utility District (SMUD), Modesto Irrigation District (MID), Turlock Irrigation District (TID), Plumas Sierra Rural Electric Cooperative, and the California cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Redding, Roseville, Santa Clara, and Ukiah; and

WHEREAS, TANC is a joint owner of the California Oregon Transmission Project (COTP), a transmission line connecting the Pacific Northwest with Central California; and

WHEREAS, the City is a signatory to TANC Project Agreement Number 3 (1990), by which the City has a 1.9201% project participation entitlement on the COTP (approximately 26 megawatts); and

WHEREAS, recent historic and projected value of COTP to the City's electricity portfolio is lower than participation costs; and

WHEREAS, City's current costs associated with COTP are approximately \$1.2 million per year; and

WHEREAS, under TANC Project Agreement Number 3 and TANC's Procedures for Long-Term Layoffs of Transmission Capacity, the City is able to assign its COTP entitlements to other COTP participants; and

WHEREAS, SMUD, TID, and MID have agreed to accept the City's share of COTP entitlements, via a layoff arrangement, for a period of 25 years, with an option to extend 5 years upon mutual agreement; and

WHEREAS, this activity would not result in a direct or reasonable foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act and no environmental review is necessary; and

WHEREAS, the Risk Oversight Committee received a report on this agenda item and recommends City Council approval.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Long-Term Layoff Agreement (Agreement) for the California Oregon Transmission Project (COTP) between the City of Lodi and certain members of the Transmission Agency of Northern California (TANC); and

BE IT FURTHER RESOLVED that authorization for any extension of term, including the five-year extension option, shall be subject to future review and authorization of the Lodi City Council.

Dated: April 2, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

2014-_____

C-12



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Transmission Grid Intertie Support with Flynn RCI of Discovery Bay (\$225,000)

MEETING DATE: April 2, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a professional services agreement for transmission grid intertie support with Flynn RCI of Discovery Bay in an amount not to exceed \$225,000.

BACKGROUND INFORMATION: In August, 2011 the City Council approved a Professional Services Agreement (PSA) with Mike Keller Consulting LLC for transmission and distribution services. This agreement was extended by the Council in September 2012 without increasing the net compensation.

The consultant completed the distribution services to the satisfaction of staff. Additional transmission services are needed, however the consultant informed staff when the funding for the existing PSA had been exhausted he would like to terminate the contract. The funds are scheduled to run out by the end of March 2014.

Transmission services related to the 230 kV Interconnection Project are still needed. Staff interviewed three consultants for this work and now recommends executing a PSA with Flynn RCI in an amount not to exceed \$225,000. The Risk Oversight Committee received a report on this agenda item and recommended City Council approval.

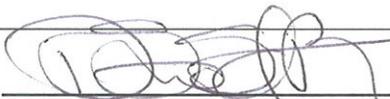
FISCAL IMPACT: No additional funding is required.

FUNDING AVAILABLE: Included in FY2013/14 Budget Account No. 161076.


Jordan Ayers
Deputy City Manager/Internal Service Director


Elizabeth A. Kirkley
Electric Utility Director

EAK/lst

APPROVED: 
Stephen Schwabauer, Interim City Manager

**AGREEMENT BETWEEN THE CITY OF LODI AND
FLYNN RESOURCE CONSULTANTS INC.
FOR PROFESSIONAL SERVICES (ELECTRIC UTILITY)**

This Agreement is entered into on this ___ day of April, 2014, ("Agreement") by and between the CITY OF LODI, a municipal corporation ("CITY"), and FLYNN RESOURCE CONSULTANTS INC., a California corporation, located at 5440 Edgeview Drive, Discovery Bay, CA 94505 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement:

- A. CITY intends to participate in energy (gas & electric) technical, regulatory, and legislative processes ("Project") and desires to engage a consultant to assist CITY staff in energy (gas & electric) technical, regulatory, and legislative processes in connection with the Project ("Services").
- B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement commences on April 2, 2014 and terminates upon the completion of the Scope of Services or on April 2, 2019, whichever occurs first unless terminated earlier pursuant to Section 19 of this Agreement.

At its option, CITY may extend the terms of this Agreement for an additional two (2) years; provided, CITY gives CONSULTANT no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event CITY exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph,

shall not exceed seven (7) years.

SECTION 3. SCHEDULE OF PERFORMANCE.

Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION.

The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Two Hundred Twenty Five Thousand Dollars (\$225,000). The applicable rates and schedule of payment are set out in Exhibit "B-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "B". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES.

In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's applicable billing rates (set forth in Exhibit "B-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the CITY's Project Manager at the address specified in Section 13 below. The CITY will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE.

All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS.

CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS.

CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES.

If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the Project design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR.

It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the City Manager or designee. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager or designee will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City Manager or designee. CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or designee.

SECTION 13. PROJECT MANAGEMENT.

CONSULTANT will assign Doug Boccignone as the Project Director to have supervisory responsibility for the performance, progress, and execution of the Services and assignment of key personnel. If circumstances cause the substitution of key personnel for any reason, the appointment of substitute key personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The CITY'S Project Manager is Elizabeth Kirkley, Electric Utility Director, 1331 South Ham Lane, Lodi, California, 95242, telephone (209) 333-6828. The Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate Project Manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS.

CONSULTANT will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software and any patent, copyright, trademark, trade secret and other intellectual property rights which existed prior to the delivery of Consultant's Services ("Consultant Property"). To the extent that any work product delivered to the CITY contains Consultant Property, Consultant grants the CITY a non-exclusive, non-assignable, royalty-free license to use it solely in connection with the Services. This Section 14 shall survive termination of this Agreement.

SECTION 15. AUDITS.

CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

- 16.1 To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys' fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.
- 16.2 Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.
- 16.3 The acceptance of CONSULTANT's Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

- 16.4 Notwithstanding Sections 16.1 through 16.3, CONSULTANT shall not be required to indemnify CITY for any liability, loss or damage in excess of the amount of insurance coverage in the professional liability requirements set forth in Section 18 and Exhibit "C".

SECTION 17. WAIVERS.

The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "C," with the exception that CONSULTANT is only required to have owned automobile coverage if CONSULTANT owns any automobiles. CONSULTANT and its subcontractors or subconsultants, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies under the terms set forth in "C".

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

- 19.1 The City Manager or designee may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.
- 19.2 CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.
- 19.3 Upon such suspension or termination, CONSULTANT shall deliver to the CITY's Project Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.
- 19.4 Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the Scope of Services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 24.
- 19.5 No payment, partial payment, acceptance, or partial acceptance by CITY will operate

SECTION 23. NON-APPROPRIATION.

This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 24. MISCELLANEOUS PROVISIONS.

- 24.1 This Agreement will be governed by the laws of the State of California.

- 24.2 In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of San Joaquin, State of California.

- 24.3 The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

- 24.4 This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

- 24.5 The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

- 24.6 If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

- 24.7 All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

- 24.8 If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform CITY immediately upon learning that there has been a breach in the security of

the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without CITY's express written consent.

- 24.9 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
- 24.10 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
- 24.11 CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.
- 24.12 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 25. AUTHORITY.

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

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON

STEPHEN SCHWABAUER
Interim City Manager

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

By: _____


By: _____
Name:
Title:

- | | |
|----------------------|-------------------------------|
| Attachments: | |
| EXHIBIT "A" | SCOPE OF SERVICES |
| EXHIBIT "B" | COMPENSATION |
| EXHIBIT "B-1" | HOURLY RATE SCHEDULE |
| EXHIBIT "C" | INSURANCE REQUIREMENTS |

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

EXHIBIT "A" SCOPE OF SERVICES

The CONSULTANT may be asked to perform Services in the following areas:

- A. Monitor and analyze California Independent System Operator ("CAISO"), California Public Utilities Commission ("CPUC"), California Energy Commission ("CEC"), Federal Energy Regulatory Commission ("FERC"), Pacific Gas and Electric ("PG&E") (Grid Planning), Northern California Power Agency ("NCPA"), regional transmission planning groups, and other related agencies' activities, and, based on discussions with Staff, represent the CITY's interests in proceedings.

As requested, CONSULTANT will monitor, analyze and, represent the CITY's interest in the activities of the CAISO, CPUC, CEC, FERC, PG&E (Grid Planning), NCPA, and other agencies as related to CAISO tariff amendments, grid management charges, congestion charges, transmission access charges, special facility costs, neutrality and other charges and protect the CITY's interests and projects. As requested, CONSULTANT will recommend regulatory strategies for the CITY and positions in proceedings before the FERC, CEC, CPUC, CAISO and other agencies as appropriate.

As requested, CONSULTANT will monitor the developing California electricity market design and energy markets, and State and Federal involvement in the electricity industry as they relate to serving electric load in the Central Valley. CONSULTANT will identify the Central Valley Area specific risks for the CITY from locational marginal pricing, local capacity requirements, transmission constraints, and State imposed measures for deliverability, outage coordination, maintenance standards and the use of muni-owned transmission lines and local generation.

- B. Maintain an ongoing presence at the CAISO to represent the CITY's interests effectively.

CONSULTANT shall maintain routine and sufficient access to key policymakers and staff at the CAISO to facilitate, upon CITY authorization, effective and efficient representation of the CITY's viewpoints and concerns on Central Valley Area transmission and system operation issues.

- C. Work with the CITY to establish regulatory and legislative objectives, project progress and utility operational priorities.

As requested, CONSULTANT will communicate with the CITY staff and develop regulatory and legislative objectives as well as project and operational strategies for the Utility.

- D. Assist CITY with analysis, improvement and expansion of transmission, distribution, generation, and reliability issues for the CITY and in the Central Valley Area.

As requested, CONSULTANT will assist the CITY in identifying, developing and promoting cost-effective and long-term solutions for reliability and economic transmission and distribution needs, transmission for renewable resources, local generation, and non-wires solutions. CONSULTANT will assist in efforts to upgrade CITY's transmission interconnection to the grid. CONSULTANT may also recommend economic transmission expansion or other alternatives for the Central Valley Area.

As requested, CONSULTANT will perform power flow, short circuit and feasibility studies for electric distribution, transmission, substation, and generation conceptual plans as directed by CITY staff. CONSULTANT will provide technical support to the CITY in coordination with PG&E, CAISO, the Western Area Power Administration, or other agencies as required concerning these plans.

- E. Assist CITY with issues related to public power and municipal utilities.

As requested, CONSULTANT will assist the CITY with municipal utility issues including but not limited to jurisdiction, tax-exempt bonds, access to low-cost federal power, renewable energy, energy efficiency/demand response, greenhouse gas regulations including cap and trade, other environmental initiatives, independence in setting rates, local generation evaluation and implementation, Commodity Futures Trading Commission ("CFTC") and Dodd-Frank Act implications and involvement in Joint Powers Authority for investment in generation, transmission and distribution of electricity, and delivery services.

- F. Assist CITY with issues related to grid reliability standards.

As requested, CONSULTANT will assist the CITY with requirements for registration and compliance with the North American Electric Reliability Corporations ("NERC") and the Western Electricity Coordinating Council ("WECC") grid reliability standards.

- G. Provide CITY with other electricity-related services as needed.

The rapidly developing electricity industry scenario in California may require other advisory services from the CONSULTANT as these needs are identified by CITY staff.

- H. Assist CITY in coordinated efforts with other municipal utilities.

As requested, CONSULTANT will assist the CITY in coordinating efforts with other municipal utilities in Northern California on issues such as described in A through G above.

DELIVERABLES

The deliverables will be determined on a task-by-task basis. Deliverables include one-time written reports, periodic written reports and updates, oral presentations, recommendations and analysis. All reports and written material must be provided to and approved by CITY staff prior to delivery to outside agencies.

EXHIBIT "B" COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit "B-I".

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$225,000.00. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's Project Manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit "B-I". The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

EXHIBIT "B-1" HOURLY RATE SCHEDULE

Flynn Resource Consultants Inc. hourly rates for professional services are listed below:

Principal	\$270-\$295 per hour
Managing Consultant	\$250-\$270 per hour
Senior Consultant	\$200-\$250 per hour
Consultant	\$170-\$200 per hour
Associate Consultant	\$140-\$170 per hour
Analyst	\$90-\$140 per hour

Reproduction, printing, communications, computer services, and other miscellaneous support services shall be billed at 5% (five percent) of the labor cost for the billing period. This additional "non-labor" cost will be included for each billing period.

All travel, food, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service.

For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply:

Power flow modeling - \$250 per month
Short circuit modeling - \$775 per month
OASIS Data - \$2,000 per month
Market modeling - \$3,850 per month

Specialized software costs that exceed the above amounts may be billed with the prior approval of CITY's Project Manager.

Exhibit C



Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant 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 Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
Proof of coverage with limits not less than \$1,000,000 combined single limit
3. **PROFESSIONAL ERRORS AND OMISSIONS**
Not less than \$1,000,000 per Claim.

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 is required for Workers' Compensation insurance.

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.

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT FOR TRANSMISSION GRID
INTERTIE SUPPORT WITH FLYNN RCI

=====

WHEREAS, in August, 2011 the City Council approved a Professional Services Agreement (PSA) with Mike Keller Consulting LLC for transmission and distribution services; and

WHEREAS, this agreement was extended by the council in September 2012 without increasing the net compensation; and

WHEREAS, the consultant completed the distribution services to the satisfaction of staff; and

WHEREAS, additional transmission services are needed, however the consultant informed staff when the funding for the existing PSA had been exhausted, he would like to terminate the contract, and the funds are scheduled to run out by the end of March 2014; and

WHEREAS, transmission services related to the 230 kV Interconnection Project are still needed; and

WHEREAS, staff interviewed three consultants for this work and now recommends executing a PSA with Flynn RCI in an amount not to exceed \$225,000; and

WHEREAS, the Risk Oversight Committee received a report on this agenda item and recommended City Council approval; and

WHEREAS, funding is available in FY Budget Account No. 161076.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Flynn RCI of Discovery Bay for transmission grid intertie support in an amount not to exceed \$225,000.

Dated: April 2, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

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

Comments by the City Manager on non-agenda items

G-1



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Public Hearing to Consider Adopting a Resolution Approving the Draft 2014-2018 Consolidated Plan for the Community Development Block Grant Program (CD)

MEETING DATE: April 2, 2014

PREPARED BY: Interim Community Development Director

RECOMMENDED ACTION: Conduct a Public Hearing to consider a Resolution approving the draft 2014-2018 Consolidated Plan for the Community Development Block Grant (CDBG) Program.

BACKGROUND INFORMATION: The Consolidated Plan (Con Plan) is one of the three documents required to receive federal housing and community development funding through the Community Development Block Grant (CDBG) program. The overall goal of these housing and community

development programs is to serve low- and moderate-income persons by developing viable urban communities through the following actions:

- * Providing decent housing;
- * Providing a suitable living environment; and
- * Expanding economic opportunities.

The Con Plan is the five-year plan for identifying and addressing community needs in the areas of Housing, Homelessness, Special Needs and Community Development. The process of developing the Con Plan has involved a significant amount of community outreach and involvement. A total of six outreach workshops have been held between September 2013 and January 2014 that involved the general public, focused minority groups, community-based organizations, and the local development community. The information gathered through that outreach process is then combined with a review of demographic and economic data sets and a housing market analysis. Once completed, the needs assessment portion of the Con Plan forms the basis of the Strategic Plan, which will detail how CDBG funding or any federal housing and community development funding will be used to address priority needs over the next five years.

The 2014/15 CDBG Annual Action Plan is incorporated into the Con Plan document in this first year of the five-year document. Lodi's annual allocation for 2014/15 will be \$602,302. In 2007, the City Council established 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. HUD regulations also place a 15-percent cap on the amount of funding that can be allocated to Public Service activities, whether that is by the City or by a CBO.

APPROVED: 
Stephen Schwabauer, Interim City Manager

Based upon the estimated allocation, the distribution of funds will be as follows:

City projects	\$289,105
CBO projects	\$192,737
<u>Administration</u>	<u>\$120,460</u>
TOTAL	\$602,302

15% Service Cap \$90,345

At the completion of an application period that ran from January 8 to February 12, 2014, the City received a total of eight applications from community-based organizations (CBO's) requesting a total of \$234,450. Those 8 applications were then evaluated with a grading/scoring matrix that is intended to provide a standard of measurement to allow for an empirical rating of applicants. Each application is rated on a grading scale that allows a maximum of 108 points.

The review of the applications centered on the rating criteria that focuses on the following areas:

- *Serving Priority Population Bonus.* Programs and projects were evaluated on whether they serve any or all of the following targeted priority populations: Hispanics, Female Head of Household with Children, Disabled.
- *Activity Need and Justification.* Activities were evaluated on their ability to address a significant community need and their benefit to very low-income persons.
- *Readiness to Proceed.* Programs and projects were evaluated based on their feasibility of implementation, overall and within the allotted time frame.
- *Cost Reasonableness and Effectiveness.* Budgets were reviewed to determine completeness and reasonableness of all costs related to the request for CDBG funding. Organizations applying for service funding were also evaluated on their ability to become self-sustaining.
- *Activity Management and Implementation.* Applicants were evaluated on experience, administrative capacity, and financial management.
- *Past Performance.* Applicants previously receiving CDBG funds from the City were evaluated on their reporting and timely expenditure of funds.
- *Matching Contributions.* Consideration was given to the amount of non-CDBG/HOME funds committed to the project.

CDBG Funding Recommendations

For planning and administrative activities, an allocation of \$120,460 (20 percent of the CDBG allocation) is recommended to cover the costs of managing the CDBG Program. Remaining funding recommendations are grouped into the following categories: City projects, City service programs, CBO projects, and CBO service programs.

Funding recommendations for these categories are listed as follows, with additional detail on applicants and recommendations in Exhibit A (Summary/Ranking of Applications Received), Exhibit B (Internal Applications Received) and Exhibit C (City Manager's Recommendations).

While CDBG funding has not been recommended for the City's Spay and Neuter Program, staff is working to assist them in securing grant funding from the PetSmart Foundation as an alternative. Award announcements for that grant process are expected as early as May.

PROGRAM ADMINISTRATION \$120,460

CITY CAPITAL PROJECTS (\$247,105)

- Alley Drainage Improvements (\$125,000)
- Hutchins Street Square – North Entrance ADA Improvements – Phase I (\$106,105)
- Lodi Library Patio Awning (\$16,000)

CITY SERVICE PROGRAMS (\$42,000)

- Graffiti Abatement (\$42,000)

CBO CAPITAL PROJECTS (\$144,737)

- LOEL Center – 125 S. Washington Project – Phase III (\$144,737)

CBO SERVICE PROGRAMS (\$48,000)

- San Joaquin Fair Housing – Fair Housing Services (\$18,000)
- Salvation Army – Tutoring and Mentoring Program (\$20,000)
- Second Harvest Food Bank - Food Assistance Programs (\$10,000)

Next Steps

Upon completion of the initial public hearing, the Draft Consolidated Plan will be available for public review and comment and will be brought back for final approval at a public hearing on May 7, 2014. The adopted Consolidated Plan document must be submitted to HUD no later than May 15, 2014 in order to receive funding beginning July 1, 2014.

FISCAL IMPACT:

CDBG are federal funds. Capital improvements allow for maintenance costs to be reduced. Administration costs are paid via a 20 percent set-aside of the grant funds.

FUNDING AVAILABLE:

\$602,302 – Estimated 2014/15 Community Development Block Grant Allocation.


Jordan Ayers, Deputy City Manager


Stephen Schwabauer
Interim Community Development Director

SUMMARY AND RANKING OF 2014/15 CBO APPLICATIONS

Applicant	Project/Program	Ranking	Amount Requested	Public Service	Capital Improvement	Economic Development
	COMMUNITY-BASED ORGANIZATION APPLICATIONS					
Second Harvest	Hunger Relief Programs - Funding for the operation of the Food Assistance Program, the Senior Brown Bag Program, and the Food 4 Thought Program.	104	10,000.00	10,000.00		
Emergency Food Bank and Family Services	Mobile Farmers' Market program - The MFM is an existing program that provides access to fresh fruits and vegetables, healthy cooking demonstrations and health and nutrition-related information to low-income residents.	101	1,500.00	1,500.00		
Salvation Army	Tutoring and Mentoring Program - An after-school program out of the Salvation Army Lockeford Street facility that will operate between 3:00 and 5:00 on weekdays. The program will focus on tutoring, mentoring, character building, crafts and sports/recreational activities.	100	20,000.00	20,000.00		
Human Services Agency (SJ County)	Home-Delivered Meals - Elderly recipients have a package of five frozen meals delivered once a week.	98	5,000.00	5,000.00		
Small Business Development Center (Delta College)	Small Business Assistance - Provides confidential, individual and free business consulting to existing and prospective Lodi business owners, and monthly small business start up workshops.	94	5,000.00			5,000.00
Grace & Mercy Charitable Foundation	Food Pantry and Meals Service - Funding for the operation of a food pantry and hot meals service.	89	15,000.00	15,000.00		
San Joaquin Fair Housing	Fair Housing Services - HUD-mandated counseling services and outreach to tenants, property owners and property managers to satisfy HUD/CDBG requirement for affirmatively furthering fair housing.	84	18,000.00	18,000.00		
LOEL Foundation	Phase III Site Improvements - Continuation of project at 125 S. Washington. Phases I & II included the demolition of the old church building, preliminary site improvements that include off-street parking, ADA accessibility improvements and underground utilities that must be relocated, and a community garden and security fencing. Phase III proposes to complete the site improvements for additional off-street parking and driveway access off of Walnut Street.	84	159,950.00		159,950.00	
TOTAL REQUESTS			\$ 234,450.00	69,500.00	159,950.00	5,000.00

INTERNAL APPLICATIONS RECEIVED

Applicant	Project/Program	Amount	Public Service	Capital Improvement
	CITY APPLICATIONS			
LPD - Animal Services	Spay and Neuter Program - Sterilization for Feral cats trapped and released within the CDBG Target Area, as well as both friendly cats and pit-bull dogs from low income households.	20,000.00	20,000.00	
Public Works Dept.	Graffiti Abatement - The Public Works Department will abate graffiti on public and private property that is viewable from the public right-of-way and within the CDBG Target Area.	42,000.00	42,000.00	
Public Works Dept.	Alley Drainage Improvements - The Public Works Department will make improvements in the alleys riars to accessibility. The activities will be targeted in LMI areas and areas serving public facilities.	125,000.00		125,000.00
Parks, Recreation & Cultural Services	Hutchins Street Square - North Entrance ADA - Phase I - Improvements necessary to provide path of travel and to remove barriers to accessibility.	125,000.00		125,000.00
Parks, Recreation & Cultural Services	Park Playground ADA Ramping - Install ADA-compliant concrete ramping to transition from walkway to playground surfacing material and remove barriers to accessibility.	5,000.00		5,000.00
Lodi Library	Lodi Library Patio Awning - Replacement of the existing deteriorated shade structure on the west patio area.	16,000.00		16,000.00
	Total requests	\$ 333,000.00	\$ 62,000.00	\$ 271,000.00

2014/15

CITY MANAGER'S RECOMMENDATIONS FOR CDBG FUNDING

2014/15 CDBG Allocation
 Program Administration (20%)
 Adjusted Balance

\$602,302
 (\$120,460)

Total Funding Available

City Projects

Alley Drainage Improvements
 HSS - North Entrance ADA - Phase I
 Park Playground ADA Ramping
 Lodi Library - Patio Project

City Service Programs

Spay/Neuter Program
 Graffiti Abatement

CBO Projects

LOEL Center - Phase II: 125 S. Washington (84)

CBO Economic Development

SBDC - Small Business Assistance (94)

CBO Service Programs

Second Harvest Food Bank (104)
 EFB - Mobile Farmer's Market (101)
 SA - Tutoring-Mentoring Program (100)
 HSA - Home Delivered Meals (98)
 Grace & Mercy Foundation - Pantry/Meals (89)
 Fair Housing (84)

	2014/15 CDBG Allocation	60% City Set-Aside	40% CBO Set-Aside	15% Public Services	Cap Distribution
	\$481,842	\$289,105	\$192,737	\$90,345	
	\$125,000	\$125,000			
	\$125,000	\$106,105			
	\$2,500	\$0			
	\$16,000	\$16,000			
	\$20,000	\$0			\$0
	\$42,000	\$42,000			\$42,000
	\$159,950		\$144,737		
	\$5,000		\$0		
	\$10,000		\$10,000		\$10,000
	\$1,500		\$0		\$0
	\$20,000		\$20,000		\$20,000
	\$5,000		\$0		\$0
	\$15,000		\$0		\$0
	\$18,000		\$18,000		\$18,000
	\$481,842	\$289,105	\$192,737	\$90,000	\$345
		\$0	\$0		

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE DRAFT
2014-2018 CONSOLIDATED PLAN FOR THE FEDERAL COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) as an entitlement community for fiscal year 2014-15 Federal allocation; and

WHEREAS, the City of Lodi has been notified that the 2014-15 CDBG allocation is \$602,302; and

WHEREAS, the City of Lodi has held, with proper notification, a public hearing at the City Council meeting of April 2, 2014, to receive comments and proposals from the public regarding the projected use of CDBG funds and provided the public with adequate information concerning the amount of funds available for community development activities, the range of eligible activities, and other important requirements; and

WHEREAS, the City of Lodi, California, has received public input regarding the proposed use of CDBG funds; and

WHEREAS, staff therefore recommends the following allocations:

Program Administration \$120,460

City CAPITAL Projects (\$247,105)

- Alley Drainage Improvements (\$125,000)
- Hutchins Street Square – North Entrance ADA Improvements – Phase I (\$106,105)
- Lodi Library Patio Awning (\$16,000)

CITY SERVICE PROGRAMS (\$42,000)

- Graffiti Abatement (\$42,000)

CBO Capital Projects (\$144,737)

- LOEL Center – 125 S. Washington Project – Phase III (\$144,737)

CBO Service Programs (\$48,000)

- San Joaquin Fair Housing – Fair Housing Services (\$18,000)
- Salvation Army – Tutoring and Mentoring Program (\$20,000)
- Second Harvest Food Bank - Food Assistance Programs (\$10,000)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the draft Consolidated Plan which includes the recommended 2014-15 Federal allocations of CDBG funds to the projects recommended by staff in the amount of \$602,302 as indicated above.

Dated: April 2, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

2014-_____

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF POSSIBLE
CDBG APPLICATIONS

PUBLISH (DATES): March 13, 2014

ACCT#: 20104930

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

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

DATE: March 11, 2014 ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER DRAFT 2014-2018 CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, March 20, 2014, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider draft 2014-2018 Consolidated Plan for the Community Development Block Grant Program (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on March 20, 2014, at Lodi, California.

ORDERED BY:

RANDI JOHL-OLSON
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER DRAFT 2014-2018 CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, March 20, 2014, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider draft 2014-2018 Consolidated Plan for the Community Development Block Grant Program, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

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

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

Executed on March 20, 2014, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



LEGAL NOTICE

NOTICE OF PUBLIC HEARING FOR DISCUSSION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, April 2, 2014 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider the Community Development Block Grant (CDBG) Program Consolidated Plan development process and to receive input regarding community needs and funding priorities. The City expects to receive \$650,000 in CDBG funds for 2014/15.

The CDBG program provides funding for activities that benefit low-income persons, eliminate slum or blight, or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

The Consolidated Plan (Con Plan) is one of the three documents required to receive federal housing and community development funding through the Community Development Block Grant (CDBG) program. The overall goal of these housing and community development programs is to serve low- and moderate-income persons by developing viable urban communities through the following actions:

- * Providing decent housing;
- * Providing a suitable living environment; and
- * Expanding economic opportunities.

The Consolidated Plan is the five-year plan for identifying and addressing community needs in the areas of Housing, Homelessness, Special Needs and Community Development. This Consolidated Plan will cover activities to be funded from 2014 through 2018. Incorporated into the proposed Consolidated Plan is the 2014/15 Annual Action Plan. The Action Plan generally describes how the City will utilize program funds for eligible activities during the fiscal year. The Action Plan can be amended as needed to reallocate funds to housing and community development activities.

Planning documents will be made available to the public for at least 30 days before adoption by the City Council. The documents are anticipated to be released on April 7, 2014 for public review and comment. An additional public hearing will be held on Wednesday, May 7, 2014 for review and adoption of the Consolidated Plan.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and potential activities to be funded under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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

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

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

Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager
Joseph Wood

Dated: March 11, 2014

2014/15 CDBG Mailing List

EXHIBIT B

Captains Tory and Martin Ross
c/o Salvation Army, Lodi Corps
PO Box 1388
Lodi, CA 95241
martin.ross@usw.salvationarmy.org
209-369-5896 x107

Mike Mallory
c/o Second Harvest Food Bank
704 E. Industrial Park Drive
Manteca, CA 95337-6116
ktapia@feedingamerica.org
209-239-2091

Rebeca Knodt
c/o Emergency Food Bank of Stockton/San Joaquin
7 W. Scotts Avenue
Stockton, CA 95202
rknodt@stocktonfoodbank.org
209-464-7369

Peggy Wagner
c/o San Joaquin County Fair Housing Association
247 E. Miner Ave
Stockton, CA 95202
PeggyW@sjfairhousing.com
(209) 451-3471

Tracy Williams
c/o LOEL Foundation, Inc.
105 S. Washington Street
Lodi, CA 95240
tracy@loelcenter.net
209-368-2050

Dean Fujimoto
c/o SJC Human Services Agency
PO Box 201056
Stockton, CA 95201

Nate McBride
c/o Small Business Development Center
56 S. Lincoln Street
Stockton, CA 95203

Cheryl Francis
c/o Grace and Mercy Charitable Foundation
PO Box 2236
Lodi, CA 95242
cheryl@gracemercylodi.com
925-864-0183

Communications



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Post for Expiring Terms and Vacancies on the Greater Lodi Area Youth Commission and Lodi Improvement Committee

MEETING DATE: April 2, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for expiring terms and vacancies on the Greater Lodi Area Youth Commission and Lodi Improvement Committee.

BACKGROUND INFORMATION: Several terms are due to expire on the Greater Lodi Area Youth Commission. In addition, too few applications were received for the two vacancies on the Lodi Improvement Committee, and it is recommended that those vacancies be re-posted for another 30-day period. Therefore, it is recommended that the City Council direct the City Clerk to post for the following expiring terms and vacancies. Government Code Section 54970 *et seq.* requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Greater Lodi Area Youth Commission

Adult Advisors:

Nicole Grauman	Term to expire May 31, 2014
Jaime Watts	Term to expire May 31, 2014

Student Appointees:

Chrissy Dodd	Term to expire May 31, 2014
Hayden Johnson	Term to expire May 31, 2014
Madison Litton	Term to expire May 31, 2014
Miranda O'Mahony	Term to expire May 31, 2014
Emily Yamane	Term to expire May 31, 2014

Lodi Improvement Committee

Timothy Litton	Term to expire March 1, 2014
Robert Takeuchi	Term to expire March 1, 2015

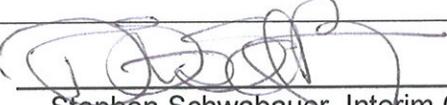
FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

RJO/JMR



Randi Johl-Olson
City Clerk

APPROVED: 

Stephen Schwabauer, Interim City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Appointment to the Lodi Animal Advisory Commission and Re-Post for Remaining Vacancy
MEETING DATE: April 2, 2014
PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointment to the Lodi Animal Advisory Commission and re-post for remaining vacancy.

BACKGROUND INFORMATION: On several occasions, the City Council directed the City Clerk to post for two vacancies on the Lodi Animal Advisory Commission with the application period to remain open until filled. The City Clerk's Office received one application during this timeframe. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointment. In addition, one vacancy remains on the Lodi Animal Advisory Commission, and it is recommended that Council direct the City Clerk to re-post for this vacancy to remain open until filled.

APPOINTMENTS:

Lodi Animal Advisory Commission

Richard Vasquez Term to expire December 31, 2016

NOTE: One applicant (one new application); posting ordered 8/7/13, 10/16/13, and 1/15/14; application deadline open until filled

POSTINGS:

Lodi Animal Advisory Commission

One Vacancy Term to expire December 31, 2016

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

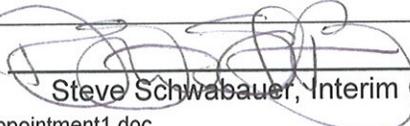
FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.



Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: 

Steve Schwabauer, Interim City Manager

Regular Calendar – None



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Ordinance No. 1893 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Section 17.68.20, 'Restrictions on Nonconforming Uses and Structures,' by Adding Paragraph A-6 Allowing Existing Industrial Uses to Expand Use and Structures Within the Mixed Use Corridor"

MEETING DATE: April 2, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1893.

BACKGROUND INFORMATION: Ordinance No. 1893 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Section 17.68.20, 'Restrictions on Nonconforming Uses and Structures,' by Adding Paragraph A-6 Allowing Existing Industrial Uses to Expand Use and Structures Within the Mixed Use Corridor," was introduced at the regular City Council meeting of March 19, 2014.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

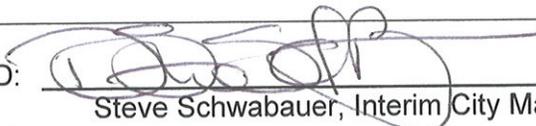
FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.



Randi Johl-Olson
City Clerk

RJO/jmr
Attachment

APPROVED: 

Steve Schwabauer, Interim City Manager

ORDINANCE NO. 1893

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE SECTION 17.68.20, "RESTRICTIONS
ON NONCONFORMING USES AND STRUCTURES," BY
ADDING PARAGRAPH A-6 ALLOWING EXISTING
INDUSTRIAL USES TO EXPAND USE AND STRUCTURES
WITHIN THE MIXED USE CORRIDOR

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 17.68.20, "Restrictions on Nonconforming Uses and Structures," is hereby amended by adding paragraph A-6 as follows:

- A.
6. Existing Industrial uses and structures within the Mixed Use Corridor, as of March 1, 2013, shall be allowed to expand on property currently owned by the user.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect May 2, 2014, which date is at least 30 days after the passage of this ordinance.

Approved this 2nd day of April, 2014

PHIL KATZAKIAN
Mayor

Attest:

RANDI JOHL-OLSON
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl-Olson, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1893 was introduced at a regular meeting of the City Council of the City of Lodi held March 19, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held April 2, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1893 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL-OLSON
City Clerk

Approved as to Form:
Lodi City Attorney's Office

By: _____
JANICE D. MAGDICH
Interim City Attorney

Adjournment