



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: April 16, 2014

Time: Closed Session 6:00 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 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
- b) Pending Litigation: Government Code §54956.9(a); One Case; Sukhwinder Kaur, Individually and As the Successor in Interest for the Decedent Parminder Singh Shergill, et. al. v. City of Lodi, et al.; U.S. District Court, Eastern District of California, Case No. 2:14-CV-00828-GEB-AC

**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 Peace Officers' Memorial Month Proclamation (PD)
- B-2 Administrative Professionals Week Proclamation (CM)

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

- C-1 Receive Register of Claims in the Amount of \$2,151,398.75 (FIN)
- C-2 Approve Minutes (CLK)
  - a) April 1 and 8, 2014 (Shirtsleeve Sessions)
  - b) April 2, 2014 (Regular Meeting)
- Res. C-3 Adopt Resolution Authorizing the Purchase of 13 26-Foot Transit Vehicles from A-Z Bus Sales, of Sacramento (\$2,571,193), and Appropriating Funds (\$742,700) (PW)
- Res. C-4 Adopt Resolution Authorizing the City Manager to Approve the Sole Source Purchase of a 2006 Chevy Express Van from the LOEL Center and Appropriate Vehicle Replacement Funds (\$10,000) (PD)
- C-5 Accept Improvements Under Contract for Fixed Network Project (PW)

- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Professional Services Agreement with RKS Research & Consulting for 2014 Statewide Survey of Residential Customers Served by California Municipal Utilities to Include Translation Services (\$24,950) (EU)
- Res. C-7 Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Parks, Recreation and Cultural Services Department Strategic Plan with PROS Consulting, Inc., of Indianapolis, IN (\$86,820) (PRCS)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Standard Agreements and Any Necessary Related Documents with Lodi Community Foundation for Parks and Recreation Expendable and Endowment Funds (PRCS)
- Res. C-9 Adopt Resolution Appropriating \$5,000 from the Art in Public Places Fund for a Great Blue Heron Watershed Education Bench and Workshop (PRCS)
- C-10 Confirm that the Impact Fee Ordinance Controls Over Any Conflicting Ordinances Setting Forth a Water Impact Fee (CM)
- C-11 Set Public Hearing for May 7, 2014, to Approve the Final 2014-18 Consolidated Plan for the Community Development Block Grant Program (CD)

**D. Comments by the Public on Non-Agenda Items**

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

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 – None**

**H. Communications – None**

**I. Regular Calendar**

- I-1 Receive Presentation on the Draft 2014 Regional Transportation Plan/Sustainable Communities Strategy for San Joaquin County by San Joaquin Council of Governments Representatives (CD)

**J. Ordinances – None**

**K. Adjournment**

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

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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](http://www.lodi.gov) by clicking the meeting webcasts link.*



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Presentation of Proclamation Proclaiming the Month of May 2014 as Peace Officers' Memorial Month in Lodi

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Chief of Police

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**RECOMMENDED ACTION:** Presentation of proclamation proclaiming the month of May 2014 as Peace Officers' Memorial month in Lodi.

**BACKGROUND INFORMATION:** California Peace Officers' Memorial ceremonies have been conducted at the State Capitol since 1977. The ceremony honors the 19,555 law enforcement officers who have fallen in the line of duty in the United States and recognizes the sacrifice and loss families have suffered. Of the 105 line of duty deaths in 2013, California's loss was 10 officers. This year, the week of May 11 through May 17 is designated National Police Week.

On Monday, May 5, the Lodi Police Honor Guard will participate in the California Peace Officers' Memorial Enrollment Ceremony in Sacramento. Members of the Lodi Police Department, led by its Honor Guard, will hold a ceremony early the morning of Wednesday, May 7<sup>th</sup> at the gravesite of Officer Rick Cromwell (5/7/63 – 12/9/98), the only Lodi police officer killed in the line of duty. The Honor Guard will then participate in the Stockton Police Officers Association's Peace Officers Memorial service honoring fallen law enforcement officers from throughout San Joaquin County.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

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Mark Helms  
Chief of Police

MH:pjm

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Presentation of Proclamation Proclaiming the Week of April 20-26, 2014, as Administrative Professionals Week

**MEETING DATE:** April 16, 2014

**PREPARED BY:** City Manager

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**RECOMMENDED ACTION:** Presentation of proclamation proclaiming the week of April 20-26, 2014, as Administrative Professionals Week.

**BACKGROUND INFORMATION:** Administrative Professionals Week is a national event to recognize the men and women who play an essential role in coordinating the office operations of businesses, government, educational institutions, and other organizations. Often their work requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service, and other vital office management.

Since 1952, Administrative Professionals Week and Administrative Professionals Day have been observed annually in workplaces around the world to recognize the important contributions of administrative support staff and are sponsored by the International Association of Administrative Professionals.

Over 4.1 million administrative professionals are vital contributors in today's team-oriented work environment and are key frontline public relations ambassadors for their organizations. They serve as the backbone of many organizations, businesses, and public and private agencies in our city.

Representing one of the largest segments of the world's workforce, the City of Lodi job classifications include administrative secretaries, senior administrative clerks, senior police administrative clerks, administrative clerks, and other administrative support staff.

This year, the week of April 20-26<sup>th</sup> is designated as Administrative Professionals Week and Wednesday, April 23<sup>rd</sup> is designated as Administrative Professionals Day.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

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Stephen Schwabauer  
Interim City Manager

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through March 27, 2014 in the Total Amount of \$2,151,398.75.

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$2,151,398.75.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$2,151,398.75 through 03/27/14. Also attached is Payroll in the amount of \$1,584,144.98.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager

Accounts Payable  
Council Report

Page - 1  
Date - 04/02/14

| As of<br>Thursday | Fund  | Name                           | Amount       |
|-------------------|-------|--------------------------------|--------------|
| 03/27/14          | 00100 | General Fund                   | 759,226.13   |
|                   | 00120 | Vehicle Replacement Fund       | 147,064.51   |
|                   | 00123 | Info Systems Replacement Fund  | 7,388.60     |
|                   | 00160 | Electric Utility Fund          | 59,361.08    |
|                   | 00161 | Utility Outlay Reserve Fund    | 2,602.80     |
|                   | 00164 | Public Benefits Fund           | 21,079.79    |
|                   | 00166 | Solar Surcharge Fund           | 61,851.80    |
|                   | 00170 | Waste Water Utility Fund       | 69,803.07    |
|                   | 00171 | Waste Wtr Util-Capital Outlay  | 924.67       |
|                   | 00180 | Water Utility Fund             | 34,947.24    |
|                   | 00181 | Water Utility-Capital Outlay   | 28,533.55    |
|                   | 00210 | Library Fund                   | 25,358.62    |
|                   | 00234 | Local Law Enforce Block Grant  | 182.65       |
|                   | 00235 | LPD-Public Safety Prog AB 1913 | 62.91        |
|                   | 00260 | Internal Service/Equip Maint   | 48,398.48    |
|                   | 00270 | Employee Benefits              | 518,585.08   |
|                   | 00300 | General Liabilities            | 1,531.40     |
|                   | 00310 | Worker's Comp Insurance        | 9,708.33     |
|                   | 00320 | Street Fund                    | 720.00       |
|                   | 00321 | Gas Tax-2105,2106,2107         | 19,147.69    |
|                   | 00325 | Measure K Funds                | 4,287.59     |
|                   | 00331 | Federal - Streets              | 12,500.00    |
|                   | 00340 | Comm Dev Special Rev Fund      | 1,092.73     |
|                   | 00347 | Parks, Rec & Cultural Services | 44,495.60    |
|                   | 00459 | H U D                          | 1,536.87     |
|                   | 00502 | L&L Dist Z1-Almond Estates     | 134.78       |
|                   | 00503 | L&L Dist Z2-Century Meadows I  | 103.68       |
|                   | 00506 | L&L Dist Z5-Legacy I,II,Kirst  | 214.41       |
|                   | 00507 | L&L Dist Z6-The Villas         | 511.36       |
|                   | 00509 | L&L Dist Z8-Vintage Oaks       | 37.09        |
|                   | 00513 | L&L Dist Z11-Tate Property     | 12.09        |
|                   | 00515 | L&L Dist Z13                   | 69.12        |
|                   | 00516 | L&L Dist Z14-Luca Place        | 21.63        |
|                   | 00517 | L&L Dist Z15-Guild Ave Indust. | 69.12        |
|                   | 00518 | L&L Dist Z16-W.Kettleman Comm. | 38.40        |
|                   | 01214 | Arts in Public Places-IMF      | 600.00       |
|                   | 01250 | Dial-a-Ride/Transportation     | 145,785.52   |
|                   | 01251 | Transit Capital                | 1,313.74     |
|                   | 01410 | Expendable Trust               | 4,634.58     |
| Sum               |       |                                | 2,033,936.71 |
|                   | 00184 | Water PCE-TCE-Settlements      | 252.00       |
|                   | 00190 | Central Plume                  | 1,266.94     |
|                   | 00191 | Southern Plume                 | 18,783.00    |
|                   | 00192 | Busy Bee Plume                 | 3,989.56     |
|                   | 00194 | South Central Western Plume    | 93,170.54    |
| Sum               |       |                                | 117,462.04   |
| Total<br>Sum      |       |                                | 2,151,398.75 |

Council Report for Payroll

| Payroll           | Pay Per Date | Co    | Name                           | Gross Pay    |
|-------------------|--------------|-------|--------------------------------|--------------|
| Regular           | 03/16/14     | 00100 | General Fund                   | 986,020.04   |
|                   |              | 00160 | Electric Utility Fund          | 166,586.75   |
|                   |              | 00161 | Utility Outlay Reserve Fund    | 4,726.41     |
|                   |              | 00170 | Waste Water Utility Fund       | 115,018.40   |
|                   |              | 00180 | Water Utility Fund             | 10,818.56    |
|                   |              | 00210 | Library Fund                   | 25,772.70    |
|                   |              | 00260 | Internal Service/Equip Maint   | 17,316.11    |
|                   |              | 00321 | Gas Tax-2105,2106,2107         | 26,539.83    |
|                   |              | 00340 | Comm Dev Special Rev Fund      | 24,645.63    |
|                   |              | 00345 | Community Center               | 525.76       |
|                   |              | 00347 | Parks, Rec & Cultural Services | 118,502.90   |
|                   |              | 01250 | Dial-a-Ride/Transportation     | 9,474.86     |
| Pay Period Total: |              |       |                                |              |
|                   |              |       | Sum                            | 1,505,947.95 |
| Retiree           | 04/30/14     | 00100 | General Fund                   | 78,197.03    |
| Pay Period Total: |              |       |                                |              |
|                   |              |       | Sum                            | 78,197.03    |



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) April 1, 2014 (Shirtsleeve Session)  
b) April 2, 2014 (Regular Meeting)  
c) April 8, 2014 (Shirtsleeve Session)

**MEETING DATE:** April 16, 2014

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) April 1, 2014 (Shirtsleeve Session)  
b) April 2, 2014 (Regular Meeting)  
c) April 8, 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.

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Randi Johl-Olson  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 1, 2014**

The April 1, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, APRIL 2, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of April 2, 2014, was called to order by Mayor Katzakian at 5:30 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 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

At 5:30 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matter. Only Council Members were present for the Council Appointee discussion. The Closed Session adjourned at 6:45 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 and Mayor Katzakian disclosed the following action.

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

A. Call to Order / Roll Call

The Regular City Council meeting of April 2, 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 Sexual Assault Awareness Month Proclamation (CLK)

Mayor Katzakian presented proclamation to Lynsay Nuss, Domestic Violence Specialist with the Women's Center of San Joaquin, proclaiming the month of April 2014 as "Sexual Assault Awareness Month" in the City of Lodi.

B-2 National Volunteers Week Proclamation (PD)

Mayor Katzakian presented proclamation to Lt. Chris Jacobson proclaiming the week of April 6-13, 2014, as "National Volunteers Week" in the City of Lodi.

B-3 National Animal Control Officers Appreciation Week Proclamation (PD)

Mayor Katzakian presented proclamation to Lt. Chris Jacobson proclaiming the week of April 13-19, 2014, as "National Animal Control Officers Appreciation Week" in the City of Lodi.

B-4 National Public Safety Telecommunicators Week Proclamation (PD)

Mayor Katzakian presented proclamation to Lt. Chris Jacobson proclaiming the week of April 13-19, 2014, as "National Public Safety Telecommunicators Week" in the City of Lodi.

B-5 Library Volunteer of the Year Award (LIB)

Caitlin Casey, President of the Library Board of Trustees, presented the Library Volunteer of the Year Award to Ron Russell and Keith Lewis and a special recognition award to Library Foundation President Nanette Green.

B-6 Presentation on Lower Mokelumne River Watershed Stewardship User Guide (CD)

John Brodie with the Watershed Program gave a presentation regarding the Lower Mokelumne River Watershed Stewardship User Guide.

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, 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 \$2,731,722.77 (FIN)

Claims were approved in the amount of \$2,731,722.77.

C-2 Approve Minutes (CLK)

The minutes of March 18, 2014 (Shirtsleeve Session), March 19, 2014 (Regular Meeting), and March 25, 2014 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Replacement Project (PW)

Approved the plans and specifications and authorized advertisement for bids for Fire Station No. 2 Replacement Project.

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)

Approved the plans and specifications and authorized advertisement for bids for White Slough Water Pollution Control Facility Control Building Remodel and Addition Project.

C-5 Approve Specifications and Authorize Advertisement for Bids for 2014 GrapeLine Bus Stop Improvements (PW)

Approved the specifications and authorized advertisement for bids for 2014 GrapeLine Bus Stop Improvements.

C-6 Approve Specifications and Authorize Advertisement for Bids for Kettleman Lane Bus Stop Improvements (PW)

Approved the specifications and authorized advertisement for bids for Kettleman Lane Bus Stop Improvements.

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)

Adopted Resolution No. 2014-46 approving the 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.

C-8 Accept Improvements Under Contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road (PW)

Accepted the improvements under contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road.

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)

This item was pulled for further discussion by Council Member Johnson. Mr. Johnson asked that the item be continued to a future date in light of the need for follow-up from last week's Shirtsleeve Session discussion regarding alternatives for providing public restroom facilities in the downtown area.

Public Works Director Wally Sandelin provided a brief PowerPoint presentation regarding the subject matter as outlined in the Council Communication.

In response to Council Member Mounce, Mr. Sandelin stated that, while there are existing restrooms at the transit station, the hours are limited with current operations and the proposal is to extend the facilities and the hours.

In response to Council Member Mounce, Mr. Sandelin confirmed that the Romtec facilities are similar to the open air facilities being used by Portland currently.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin confirmed that City Hall restrooms are available for public use and Transportation Development Act funds are paying for the proposed project.

In response to Mayor Katzakian, Mr. Sandelin confirmed that the project stands on its own as a transit need without downtown restroom facility considerations, the design has already been approved, and the project timeline is dependent upon Council approval.

Council Member Mounce made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2014-49 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 in the amount of \$37,458.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

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)

Adopted Resolution No. 2014-47 authorizing the 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.

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)

Interim City Manager Schwabauer provided a brief overview of the proposed action as set forth in the Council Communication.

In response to Council Member Mounce, Mr. Schwabauer confirmed that the proposal saves approximately \$1.5 million and the City receives additional funds as well.

In response to Council Member Nakanishi, Electric Utility Director Elizabeth Kirkley stated the project is not a source of generation, it is related to transmission, the Cal-ISO balancing authority is sufficient, and there is no benefit to the City in continuing in the project.

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2014-50 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.

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-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)

Adopted Resolution No. 2014-48 authorizing the City Manager to execute Professional Services Agreement for transmission grid intertie support with Flynn RCI, of Discovery Bay, in the amount of \$225,000.

- D. Comments by the Public on Non-Agenda Items  
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Vincent Sayles spoke on various items not directly related to the business of the City.

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

Council Member Nakanishi commended those involved with the Arbor Day celebration and expressed concerns regarding the maintenance and upkeep at Lodi Lake. Parks, Recreation and Cultural Services Director Jeff Hood provided additional information regarding the cutting of brush in the nature area at Lodi Lake.

Council Member Johnson suggested public comments be limited to those that fall within the City's jurisdiction. Mr. Johnson also suggested that businesses in the vicinity of construction activity on Sacramento Street be notified accordingly.

Council Member Mounce commended Public Works on its efforts to notify residents on the east side of construction activity in English and Spanish and the Animal Shelter on its efforts related to the adoption of a stray dog. She also expressed her concern regarding recent newspaper articles regarding City Council salary and benefits and suggested that the matter be agendaized for a future meeting. Council Member Mounce stated public comments should be permitted regardless of subject matter jurisdiction.

Mayor Pro Tempore Hansen reported on his attendance at Northern California Power Agency (NCPA) and San Joaquin Council of Governments (SJCOG) commission meetings. Specific topics of discussion included approval of the NCPA budget, increased energy output at the Lodi Energy Center, conditions of hydro and water storage, and the SJCOG regional report on sustainable communities.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving the Draft 2014-2018

Consolidated Plan for the Community Development Block Grant Program (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider adopting resolution approving the draft 2014-2018 Consolidated Plan for the Community Development Block Grant (CDBG) Program.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the CDBG Consolidated Plan. Specific topics of discussion included the consolidated plan process, needs assessment, the allocation process, funding availability, public service cap, recommendations for community based organizations, and City projects and services.

Council Member Mounce expressed her concerns about effectively notifying the targeted population of the availability of programs in both English and Spanish.

In response to Council Member Hansen, Mr. Wood provided an overview of the Salvation Army tutoring and mentoring program and its applicability to meeting the needs in the target area. Mr. Wood confirmed the proposed program must track grades, attendance, etc.

In response to Council Member Hansen, Mr. Wood stated that, with respect to the handicap ramp at Hutchins Street Square, the proposed funding helps to start the design and partial construction but it does not cover the project in its entirety. A brief discussion ensued regarding balancing the 60%-40% split for City projects and community based organizations, providing additional details in the future regarding how funding will be spent, the allocation of funds to City projects based on three-year projections, and project estimates.

In response to Council Member Mounce, Public Works Director Wally Sandelin stated the \$106,000 is for construction as the design is done in-house.

In response to Mayor Katzakian, Mr. Wood stated the Department of Housing and Urban Development did not find any issue with the graffiti abatement program because it is 100% located in the target area while the spay and neuter program is applicable to low-income residents anywhere in the City.

In response to Council Member Nakanishi, Mr. Wood stated the Fair Housing Agency benefits residents in the target area and throughout the City by providing housing counseling services.

In response to Mayor Katzakian, Mr. Wood stated the Fair Housing Agency annual budget is approximately \$200,000.

In response to Council Member Nakanishi, Mr. Wood confirmed that staff does keep track of spay and neuter statistics as a CDBG program.

The following individuals spoke in support of CDBG allocation for their preferred programs and activities:

Curt Juran  
Joaquin Hernandez  
Maria Rosado  
Dale Gillespie  
Jacob Steele  
Roberta Silveta  
Yogi Patel

Council Member Mounce made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-51 approving the draft 2014-2018 Consolidated Plan for the Community Development Block Grant Program with the amendment for the \$1,500 allocation to the mobile farmer's market.

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 Post for Expiring Terms and Vacancies on the Greater Lodi Area Youth Commission and Lodi Improvement Committee (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Hansen, to direct the City Clerk to post for the following expiring terms and vacancies:

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

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-2 Appointment to the Lodi Animal Advisory Commission and Re-Post for Remaining Vacancy (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Hansen, to make the following appointments and re-post for remaining vacancy:

APPOINTMENTS:

Lodi Animal Advisory Commission

Richard Vasquez, term to expire December 31, 2016

POSTINGS:

Lodi Animal Advisory Commission

One Vacancy, term to expire December 31, 2016

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 - None

J. Ordinances

J-1 Adopt 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" (CLK)

Council Member Mounce made a motion, second by Council Member Nakanishi, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print 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," which was introduced at a regular meeting of the Lodi City Council held March 19, 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

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:00 p.m.

ATTEST:

Randi Johl-Olson  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 8, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 8, 2014, commencing at 7:00 a.m.

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

Absent: Mayor Katakian

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

B. Topic(s)

B-1 Receive Information Regarding Surface Water Treatment Plant First Year Operation and the Drought Water Supply (PW)

Deputy Public Works Director Larry Parlin provided a PowerPoint presentation regarding the surface water treatment plant operations and water supply during the drought. Specific topics of discussion included plant performance, project budget, major challenges, immediate challenges, current drought conditions, San Joaquin County data regarding water demand, groundwater conditions, Lodi groundwater supply, Mokelumne Watershed, drought impact on Lodi, and electric utility hydro impacts.

In response to Council Member Mounce, Mr. Parlin confirmed that the water information management system has an annual licensing and maintenance fee of approximately \$5,000 and is highly effective.

In response to Mayor Pro Tempore Hansen, Mr. Parlin stated the security system, which was approved as a part of the plant permitting process, is operating and includes video and alarm systems.

In response to Council Member Johnson, Mr. Parlin stated the person on standby resides within 20 minutes of the plant and the plant can be shut down remotely if need be with little impact due to the well back-up.

In response to Mayor Pro Tempore Hansen, Mr. Parlin stated to date there have been no significant security issues and alarm testing is done on a regular basis.

In response to Mayor Pro Tempore Hansen, Mr. Parlin stated the unused underground water supply remains in the ground for future withdrawal as needed.

In response to Council Member Mounce, Mr. Parlin confirmed that groundwater is a regional matter, others outside of the City's jurisdiction can draw from the groundwater supply, during the summer the City may start to see outside jurisdictional withdrawal, and the State is going to start to regulate the groundwater withdrawal going into the future.

In response to Mayor Pro Tempore Hansen, Mr. Parlin stated the new treatment plant in Stockton is also a membrane operating plant and is larger than Lodi's.

In response to Council Member Nakanishi, Interim City Manager Steve Schwabauer stated that had the plant been privatized, the City Council could have required regular reports to the Council as a part of the contract.

In response to Council Member Mounce, Mr. Parlin stated the complaints regarding the water quality have been largely resolved and they were primarily related to chlorination.

In response to Council Member Johnson, Mr. Parlin stated that, with respect to the dam storage issue, he does not see the political philosophy changing in the near future because the interested parties cannot agree on the same set of facts. Mr. Parlin stated the future trend will likely be groundwater banking versus storage alternatives.

In response to Mayor Pro Tempore Hansen, Mr. Parlin stated some cities, like Santa Cruz, may run out of water this summer and will start rationing any day while the forecast for other cities that were reportedly running out of water has improved.

In response to Council Member Hansen, Mr. Parlin stated Southern California stopped increasing water import several years ago and the twin tunnels controversy also has the same challenges regarding interested parties agreeing on the same set of basic facts.

In response to Council Member Mounce, Mr. Parlin confirmed that the Woodbridge Irrigation District (WID) water that is not utilized by the City rolls forward for future years and is not lost based on non-usage.

In response to Council Member Johnson, Mr. Parlin confirmed that WID cut back water to both the City and the farmers and the long-term economic effects of the cutbacks remain unknown.

In response to Mayor Pro Tempore Hansen, Mr. Parlin confirmed that the pre-1914 water rights can be over ridden by the State legislature in emergency conditions. A brief discussion ensued regarding types of water rights, including riparian and prescriptive, and the effects of the same.

Council Member Nakanishi requested information regarding the water rights agreements that the City has with East Bay Municipal Utility District (EBMUD) and WID.

In response to Council Member Hansen, Mr. Parlin stated currently the City uses approximately 15,000 acre feet annually, which is down a couple thousand acre feet from previous years. Mr. Parlin stated the City has a good supply of water for the next 3 to 5 years if not more and conservation efforts may become a mandate statewide in the near future in light of drought conditions.

In response to Council Member Hansen, Mr. Parlin stated that each City department, including parks, will need to ensure that it is making appropriate conservation related changes in light of drought conditions and citizen concerns regarding the City's own efforts to conserve.

A brief discussion ensued amongst Council Member Nakanishi and Council Member Johnson regarding the City's conservation efforts, including metering the parks and the effects of the same.

In response to Council Member Hansen, Electric Utility Director Elizabeth Kirkley stated the City needs revenue to pay for power costs and the Energy Cost Adjustment (ECA) reacts on a monthly basis to ensure there is revenue for purchasing power supply.

In response to Council Member Mounce, Ms. Kirkley confirmed that the electric rates may potentially rise in light of the drought creating deficiencies in the hydro portfolio.

In response to Mayor Pro Tempore Hansen, Ms. Kirkley stated potential rate increases may be mitigated through the Lodi Energy Center, which can be optimized based on its technology to run on gas or power although market conditions remain a variable.

In response to Council Member Johnson, Mr. Schwabauer and Ms. Kirkley confirmed that the City has a strategy to forward purchase power, which is administered through the Risk Oversight Committee, and the City is 70% to 90% bought out in power for the next several years.

In response to Council Member Mounce, Ms. Kirkley stated the \$1.4 million and \$1.7 million figures are based on market conditions at a set time and are subject to variability.

In response to Council Member Hansen, Ms. Kirkley stated staff is completing contract negotiations to meet requirements for AB 32 compliance by the 2020 deadline and she expects that the matter will come before the City Council for consideration in the next month or so.

Council Member Mounce requested information regarding geysers and their affect on the City's portfolio. Council Member Nakanishi requested information regarding the average use of hydro in portfolios of other agencies including PG&E and SMUD.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:52 a.m.

ATTEST:

Randi Johl-Olson  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Purchase of 13 26-Foot Transit Vehicles from A-Z Bus Sales, of Sacramento (\$2,571,193) and Appropriating Funds (\$742,700)  
**MEETING DATE:** April 16, 2014  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing purchase of 13 26-foot transit vehicles from A-Z Bus Sales, of Sacramento, in the amount of \$2,571,193 and appropriating funds in the amount of \$742,700.

**BACKGROUND INFORMATION:** The City of Lodi currently operates and maintains 26 transit vehicles for the GrapeLine, Dial-A-Ride and VineLine transit systems. In 2009, City staff submitted a funding request for 13 cutaway buses, and San Joaquin Council of Government (SJCOG) programmed Congestion Mitigation and Air Quality (CMAQ) funds for the purchase in Fiscal Year 2011/12. The City's purchase has been delayed while the Federal Transit Administration (FTA) reviewed a number of large quantity bus purchase contracts that utilized a joint procurement process. That review period has ended, allowing the City to proceed.

The new 26-foot, low floor, CNG-fueled buses (equipped with ADA ramps instead of lifts, making passenger loading and exiting safer and faster) will replace the existing 24-foot cutaway buses that were scheduled for retirement in 2013.

Staff recommends purchasing the ARBOC Type G transit vehicles using the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/CalACT) Contract RFP No. 11-03, in the approximate amount of \$2,571,193.

Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Purchasing the buses utilizing the MBTA/CalACT contract saves the City of Lodi money and time.

Total purchase costs are estimated to be \$2,590,000, including delivery and contingencies. Appropriations of \$1,442,300 (FTA/CMAQ) and \$ 405,000 (Proposition 1B PTMISEA) funds are included in FY 2013/14 budget. Staff requests an additional appropriation of \$742,700 in Transportation Development Act (TDA) funds for the remaining balance.

**FISCAL IMPACT:** Delaying the purchase of new vehicles will cause higher maintenance costs.

|                           |                          |                 |                    |
|---------------------------|--------------------------|-----------------|--------------------|
| <b>FUNDING AVAILABLE:</b> | Budgeted FY 2013/14:     | FTA/CMAQ (1251) | \$1,442,300        |
|                           |                          | Prop 1B (1251)  | 405,000            |
|                           | Requested Appropriation: | TDA (1251)      | <u>742,700</u>     |
|                           |                          |                 | <b>\$2,590,000</b> |

\_\_\_\_\_  
 Jordan Ayers  
 Deputy City Manager/Internal Services Director

\_\_\_\_\_  
 F. Wally Sandelin  
 Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer  
 cc: Fleet Services Supervisor MV General Manager Jeff Kohlhepp  
 Transportation Manager

**APPROVED:** \_\_\_\_\_  
 Stephen Schwabauer, Interim City Manager

1. AA# \_\_\_\_\_  
 2. JV# \_\_\_\_\_

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Rebecca Areida-Yadav 5. DATE: 3/24/2013  
 4. DEPARTMENT/DIVISION: Public Works

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

|                              | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT        |
|------------------------------|--------|-------------|-----------|---------------|---------------|
| A.<br>SOURCE OF<br>FINANCING | 1251   |             | 5496      | TDA           | \$ 742,700.00 |
|                              |        |             |           |               |               |
|                              |        |             |           |               |               |
|                              |        |             |           |               |               |
| B.<br>USE OF<br>FINANCING    | 1251   | 125193      | 7851      | CNG Buses     | \$ 742,700.00 |
|                              |        |             |           |               |               |
|                              |        |             |           |               |               |
|                              |        |             |           |               |               |

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

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

Purchase of thirteen 26 foot transit vehicles from A-Z Bus Sales.

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

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

Department Head Signature: Stacey Sander

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE PURCHASE OF THIRTEEN (13) 26-FOOT TRANSIT  
VEHICLES FROM A-Z BUS SALES, OF SACRAMENTO, AND  
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the City of Lodi currently operates and maintains 26 transit vehicles for the GrapeLine, Dial-A-Ride and VineLine transit systems; and

WHEREAS, funding has been secured using Congestion Mitigation and Air Quality (CMAQ) funds through the San Joaquin Council of Governments and grant funds from the Federal Transit Administration; and

WHEREAS, staff recommends purchasing the 13 ARBOC Type G low floor CNG (26-foot) transit vehicles using the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/CalACT) Contract RFP No. 11-03, in the approximate amount of \$2,571,193; and

WHEREAS, per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of thirteen (13) 26-foot transit vehicles from A-Z Bus Sales, of Sacramento, California, in the amount of approximately \$2,571,193, utilizing the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/CalACT) Contract RFP No. 11-03; and

BE IT FURTHER RESOLVED that funds in the amount of \$742,700 be appropriated for the purchase from Transportation Development Act funds.

Dated: April 16, 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 16, 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 Approve the Sole Source Purchase of a 2006 Chevy Express Van from the LOEL Center and Appropriate Vehicle Replacement Funds in the Amount of \$10,000

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Chief of Police

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to approve the sole source purchase of a 2006 Chevy Express Van from the LOEL Center and appropriate vehicle replacement funds in the amount of \$10,000.

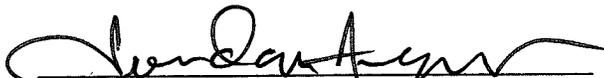
**BACKGROUND INFORMATION:** The Lodi Police Department currently owns a 2000 Dodge Ram 250 CNG, which operates on natural gas, and a 2005 Ford E450. The Dodge Ram 250 van has many deficiencies, primarily the gas tank.

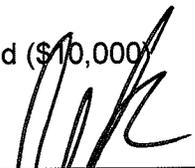
California requires natural gas tanks to be replaced on a 15-year schedule. In 2015, the natural gas tank must be replaced at an approximate cost of \$9,000. Additionally, the natural gas feature has proven cumbersome due to limited mileage per tank and costlier maintenance and repairs.

The LOEL Center in Lodi is selling a 2006 Chevy Express van. This van has 10,632 miles, has been regularly maintained, and is in excellent condition. The LOEL Center has offered to reduce its purchase price to \$10,000 for the Lodi Police Department. By purchasing the 2006 Chevy Express van, the Lodi Police Department will be able to surplus the Dodge Ram 250. The City of Lodi wishes to acquire the vehicle in "as is" condition and will assume all risks associated with the acquisition. The Kelley Blue Book value for the LOEL Center van is \$12,877.

**FISCAL IMPACT:** This purchase will reduce future liability and maintenance cost with the natural gas van and allow the Police Department to rotate the 2005 Ford E450 to the Field Evidence Technician Unit and provide the Traffic Unit with a newer vehicle with less mileage.

**FUNDING AVAILABLE:** Vehicle Replacement Fund (\$10,000)

  
Jordan Ayers, Deputy City Manager

 For  
\_\_\_\_\_  
Mark Helms  
Chief of Police

MH/CJ/po  
cc: City Attorney

APPROVED:   
Stephen Schwabauer, Interim City Manager

1. AA# \_\_\_\_\_  
 2. JV# \_\_\_\_\_

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Mark Helms 5. DATE: 4/3/14  
 4. DEPARTMENT/DIVISION: Police Department

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

|                              | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE                  | AMOUNT       |
|------------------------------|--------|-------------|-----------|--------------------------------|--------------|
| A.<br>SOURCE OF<br>FINANCING | 120    |             | 3205      | Vehicle Replacement Fund       | \$ 10,000.00 |
|                              |        |             |           | Balance                        |              |
|                              |        |             |           |                                |              |
| B.<br>USE OF<br>FINANCING    | 120    | 1201031     | 7851      | Purchase of 2006 Chevy Express | \$ 10,000.00 |
|                              |        |             |           | Van                            |              |
|                              |        |             |           |                                |              |

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

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

The Lodi Police Department currently owns a 2000 Chevy Van, which is used for the FET crew. This van is a natural gas van, which requires the gas tank to be replaced on a 15 year state mandated schedule. The gas tank will need to be replaced in 2015 for a currently estimated cost of \$9000. The Police Department would like to purchase a 2006 Chevy Express van from the Loel Center at the low cost of \$10,000 to replace the natural gas van.

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

Meeting Date: \_\_\_\_\_ Res No: 102 Attach copy of resolution to this form.  
 Department Head Signature: [Signature]

**8. APPROVAL SIGNATURES**

\_\_\_\_\_  
 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2014-\_\_\_\_\_

ADOPT RESOLUTION AUTHORIZING CITY MANAGER TO APPROVE THE  
SOLE SOURCE PURCHASE OF A 2006 CHEVY EXPRESS VAN FROM THE  
LOEL CENTER AND APPROPRIATE VEHICLE REPLACEMENT FUNDS

=====

WHEREAS, the Lodi Police Department currently owns a 2000 Dodge Ram 250 CNG, which operates on natural gas, and a 2005 Ford E450. The Dodge Ram 250 van has many deficiencies, primarily the gas tank; and

WHEREAS, California requires natural gas tanks to be replaced on a 15 year schedule. In 2015, the natural gas tank must be replaced at an approximate cost of \$9,000. The natural gas feature has proven cumbersome due to limited mileage per tank, inability to drive distances, and costlier maintenance and repairs; and

WHEREAS, the Loel Center in Lodi is selling a 2006 Chevy Express van. The van currently has 10,632 miles, has been regularly maintained, and is in excellent condition. The Loel Center has offered to reduce their purchase price to \$10,000 for the Lodi Police Department; and

WHEREAS, the purchase of this vehicle will reduce future liability with the natural gas van and allow the Police Department to rotate the 2005 Ford E450 to the FET unit and provide the Traffic Unit with a newer vehicle with less mileage.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby authorize the City Manager to approve the sole source purchase of a 2006 Chevy Express van from the Loel Center of Lodi, CA, in an amount not to exceed \$10,000; and

BE IT FURTHER RESOLVED, that the City Council hereby approves the appropriation of \$10,000 from the vehicle replacement fund for the purchase.

Dated: April 16, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held April 16, 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 Fixed Network Project

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for Fixed Network Project.

**BACKGROUND INFORMATION:** The contract was awarded to various vendors including Itron, Inc., Dell Marketing, LLP, General Pacific, Inc., Vertex Business Services Holdings, LLC, and RuggedCom in the amount of \$890,633 on June 1, 2011, October 5, 2011 and August 15, 2012. The contract work has been completed.

This project included the design and installation of hardware, software, collectors and repeaters, all a part of the fixed network automated meter reading system for the Electric and Water utilities. The final costs for the project are summarized in the table below.

| Fixed Network Final Project Cost      |                  |
|---------------------------------------|------------------|
| Design and Installation (Itron)       | \$245,383        |
| Software (Itron)                      | \$45,000         |
| Software (Vertex)                     | \$115,760        |
| Hardware                              | \$174,878        |
| Radio Backhaul                        | \$39,863         |
| Fiber Optic Upgrade                   | \$50,100         |
| Water Meter ERT Upgrade               | \$100,465        |
| Credit (From Past Contract)           | (\$40,200)       |
| Credit (Itron Misdirection to Vertex) | (\$10,500)       |
| <b>TOTAL</b>                          | <b>\$720,749</b> |

In the initial contract and through the course of the project, two credits were negotiated with Itron. The \$40,200 credit was offered to resolve a lingering dispute from a past Electric Utility contract. The second credit was offered to offset some of the additional costs associated with Vertex reprogramming the Customer Information System (CIS).

The contract completion date was March 31, 2013. There was a delay in bringing the project to Council for acceptance while negotiations proceeded with Itron regarding additional expenses incurred by the City during the course of the project. A fair resolution with Itron was reached by virtue of Itron offering a \$12 discount on future purchases of 6,370 water meter ERTs amounting to \$76,440. The final contract price was \$720,749 while the project budget was \$472,000. The difference between the budget amount and the final contract price is due to costs associated with changing 1,000 60-watt ERTs to 100-watt ERTs, programming changes to the CIS, purchasing radio backhaul equipment and upgrading the City's fiber optic data facilities.

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager

Accept Improvements Under Contract for Fixed Network Project

April 16, 2014

Page 2

**FISCAL IMPACT:** Personnel annual cost savings of \$75,000 to the City and additional potential savings to customers from early detection of unusual usage patterns resulting in higher utility bills.

**FUNDING AVAILABLE:** This project was funded by the Water and Electric utilities.

---

F. Wally Sandelin  
Public Works Director

FWS/pmf

cc: Director – Electric Utility  
Deputy Public Works Director – Utilities



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with RKS Research & Consulting for 2014 Statewide Survey of Residential Customers Served by California Municipal Utilities to Include Translation Services (\$24,950)

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute Amendment No. 1 professional services agreement with RKS Research & Consulting (RKS) for a 2014 Statewide Survey of Residential Customers Served by California Municipal Utilities to include translation services in an amount not to exceed \$24,950.

**BACKGROUND INFORMATION:** Under the City Manager's signing authority, the City entered into a contract with RKS on March 24, 2014 to participate in a 2014 Statewide Survey of Residential Customers. Participants in this survey currently include more than 40 Investor Owned Utility and Publicly Owned Utility members of the California Municipal Utilities Association (CMUA). The total cost of the survey is \$19,950 and focuses on topics such as customer satisfaction, electric rate price/value, reliability and power delivery, and energy efficiency. Efforts include participation in the statewide survey of a cross section of California residential customers totaling approximately 1,300 heads of household in addition to a proprietary oversample of approximately 200 Lodi residential households with the opportunity to add customized questions based on issues of local importance to Lodi.

A review of Lodi's demographics by RKS indicate that nearly 30% of Lodi's population is Hispanic or Latino. As such, RKS recommended that Lodi consider conducting a portion of the interviews in Spanish to ensure a representative sample. Therefore, the Electric Utility (EU) is requesting a \$5,000 amendment to the current agreement with RKS to include translation services for a total revised not-to-exceed cost of \$24,950.

This survey was last conducted in 2010 during difficult economic times and during a time of transition with EU Management. The results of the 2014 Survey will provide a useful measure of the EU's progress over the past few years and provide insight as to any needed improvement. These efforts go hand in hand with current efforts underway to conduct an Organization Check Up of the EU by Hometown Connections, a utility services subsidiary of the American Public Power Association.

Costs for the survey are being equally split between EU's Rates and Resources and Public Benefits budgets.

**FISCAL IMPACT:** Not to exceed \$24,950.

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager

**FUNDING AVAILABLE:** Included in FY2013/14 Budget Account No. 160603 / 164605.  
Funding for Agreement extensions shall be approved on a year-to-year basis.

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

---

Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Melissa Price, Rates & Resources Manager

EAK/MP/lst

AMENDMENT NO. 1

RKS Research & Consulting  
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_ day of April, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RKS Research & Consulting (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on March 24, 2014, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested an amendment to said Agreement for translation services.

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Amendment 1 - Exhibit A and Amendment 1 - Exhibit B, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on April \_\_, 2014.

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

\_\_\_\_\_  
Hereinabove called "CONTRACTOR"

\_\_\_\_\_  
STEPHEN SCHWABAUER  
Interim City Manager

\_\_\_\_\_  
NAME: David J. Reichman  
TITLE: CEO

Attest:

\_\_\_\_\_  
RANDI JOHL-OLSON, City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
Interim City Attorney



Exhibit 1

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1**  
**PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on 3/24, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RKS Research & Consulting (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 a 2014 Statewide Survey of Residential Customers Served by Municipal Utilities (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2**  
**SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

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

**Section 2.2 Time For Commencement and Completion of Work**

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on March <sup>24</sup> 2014 and terminates upon the completion of the Scope of Services or on March 1, 2015, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

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

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

**Section 3.2 Method of Payment**

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

**Section 3.3 Costs**

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

**Section 3.4 Auditing**

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

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

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

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

**Section 4.2 ADA Compliance**

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

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

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

**Section 4.8 Notices**

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

To CITY:                   City of Lodi  
                                  221 West Pine Street  
                                  P.O. Box 3006  
                                  Lodi, CA 95241-1910  
                                  Attn: Melissa Price, Rates & Resources Manager

To CONTRACTOR:       RKS Research & Consulting  
                                  12 Main Street, Suite 279  
                                  Brewster, NY 10509  
                                  Attn: David Reichman

**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.

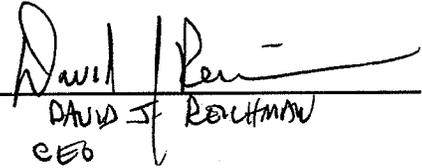
  
\_\_\_\_\_  
RANDI JOHL OLSON  
City Clerk

  
\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
Interim City Manager

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

RKS RESEARCH & CONSULTING

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

Name: DAVID J. ROUTHMAN  
Title: CEO

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

**Funding Source: 164605.7323 (50%) / 160603.7323 (50%)**  
**(Business Unit & Account No.)**

Doc ID:

CA:rev.02.2014



**Scope of Work Covering Lodi Electric Utility’s Participation in  
CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

There are two distinct pieces to this project:

- 1. Participation in CMUA 2014 Statewide Residential Survey
- 2. Lodi Electric Proprietary Oversample

**1. CMUA 2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED BY  
MUNICIPAL UTILITIES**

2014 represents the eighth time since 2000 that RKS is conducting this project for CMUA members. Lodi Electric has participated in some of these projects – most recently in 2010. The project objective is to measure and monitor California statewide residential customer satisfaction with electricity. Detailed objectives include tracking and updating residential customers’ opinions about satisfaction with their utility, price/value, trust, image, customer service, municipal utility value proposition, communications effectiveness, EE and electric vehicles.

**Research Design & Approach**

Statewide: A cross section of California residential customers, who receive an electric bill, consisting of 1,000 online surveys and 300 telephone interviews –1,300 in total --with heads-of-households, allocated as follows:

| Northern California | Southern California |
|---------------------|---------------------|
| 500                 | 800                 |

The sample will be drawn to provide an overview of the State of California as a whole. In addition, RKS will retain the ability to break out, contrast, and report results by Northern and Southern California, and by residential customers who are served by utilities that are members of NCPA as a group.

The average survey length for both phone interviews and online surveys is 10-12 minutes.

RKS is proceeding with the statewide survey according to the following schedule:

**PROJECT SCHEDULE**

|                |  |
|----------------|--|
| January, 2014  | Organize project/ obtain participation       |
| February-March | Develop samples and questionnaire            |
| April/May      | Conduct telephone interviews/on line surveys |
| June           | Statewide report                             |

## 2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE

RKS will design, conduct, analyze and report on results generated by a proprietary customer satisfaction oversample survey conducted among Lodi residential customers based on a customer list and e mail lists provided by Lodi Electric.

Sample size: RKS recommended and Lodi Electric agreed, that in view of the fact that this survey will use a hybrid (telephone interview + on-line survey) methodology to obtain Lodi residential customer opinions, that the survey will be based on 200 interviews/surveys allocated as follows:

- 100 telephone interviews
- 100 on line surveys

Questionnaire: RKS will start with the questionnaire that was developed and finalized for the **CMUA 2014 Statewide Survey of Residential Customers Served By Municipal Utilities (see #1 above)**. In addition, we will ensure that a sufficient number of questions from Lodi's 2010 Residential Customer Oversample are included to permit tracking and trending. Also, there will be ample opportunity for Lodi Electric to add customize questions based on issues of local importance in Lodi to come up a version that covers what Lodi Electric wants.

The goal will be to come up with a questionnaire that covers the subjects Lodi Electric desires to have covered and does so in a telephone interview/on-line survey that averages 10-12 minutes.

Interviewing/surveying: After the questionnaire is approved by Lodi Electric, RKS will conduct 200 telephone interviews/on-line surveys among a cross section of Lodi residential customers.

Processing, Analysis, Report Preparation: Following the interviewing phase, RKS will analyze the data and provide, where applicable comparisons against:

- Lodi Electric's 2010 proprietary residential customer oversample
- Muni statewide averages generated by the 2014 statewide survey (described in #1 above)
- California IOU results (generated by the statewide survey)

RKS' report will provide an analysis of the findings along with our conclusions and recommendations for action. RKS will deliver one or more presentations – either on-site or remotely – depending upon Lodi Electric's preferences.

Project Schedule: Lodi Electric has indicated that it desires to have some "high level" results available to accompany a report to City Council in early June, 2014. In order to meet this schedule, RKS projects the following project timeline:

### **LODI ELECTRIC 2014 PROPRIETARY OVERSAMPLE SURVEY OF RESIDENTIAL CUSTOMERS** Project Schedule

|  |                 |
|--|-----------------|
| Questionnaire development                      | April, 2014     |
| Questionnaire finalized                        | Early May       |
| Telephone interviewing/conduct on line surveys | Mid May         |
| High level results                             | Early June      |
| Full report delivered                          | July            |
| Presentation                                   | To be scheduled |



**EXHIBIT B**

**Fee Proposal Covering Lodi Electric Utility's Participation in  
CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

**1. CMUA 2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED BY  
MUNICIPAL UTILITIES**

Fees:

Total cost for Lodi Electric Utility's participation: \$6,750.

This will be invoiced in a lump sum upon authorization.

**2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE**

Fees:

Total cost for Lodi Electric Utility's 2014 proprietary residential customer oversample, consisting of 100 on line surveys and up to 100 telephone interviews among Lodi customers: \$13,200.

This will be invoiced in two installments:

- First installment (one-half) upon project authorization
- Final installment (one-half) upon delivery of the final report

## 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

**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.



**Amendment 1 - Exhibit A  
Scope of Work Covering Lodi Electric Utility's Participation in  
CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

There are two distinct pieces to this project:

- 1. Participation in CMUA 2014 Statewide Residential Survey
- 2. Lodi Electric Proprietary Oversample

**1. CMUA 2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED BY MUNICIPAL UTILITIES**

2014 represents the eighth time since 2000 that RKS is conducting this project for CMUA members. Lodi Electric has participated in some of these projects – most recently in 2010. The project objective is to measure and monitor California statewide residential customer satisfaction with electricity. Detailed objectives include tracking and updating residential customers' opinions about satisfaction with their utility, price/value, trust, image, customer service, municipal utility value proposition, communications effectiveness, EE and electric vehicles.

**Research Design & Approach**

Statewide: A cross section of California residential customers, who receive an electric bill, consisting of 1,000 online surveys and 300 telephone interviews –1,300 in total --with heads-of-households, allocated as follows:

| Northern California | Southern California |
|---------------------|---------------------|
| 500                 | 800                 |

The sample will be drawn to provide an overview of the State of California as a whole. In addition, RKS will retain the ability to break out, contrast, and report results by Northern and Southern California, and by residential customers who are served by utilities that are members of NCPA as a group.

The average survey length for both phone interviews and online surveys is 10-12 minutes.

RKS is proceeding with the statewide survey according to the following schedule:

**PROJECT SCHEDULE**

|                |  |
|----------------|--|
| January, 2014  | Organize project/ obtain participation       |
| February-March | Develop samples and questionnaire            |
| April/May      | Conduct telephone interviews/on line surveys |
| June           | Statewide report                             |

## 2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE

RKS will design, conduct, analyze and report on results generated by a proprietary customer satisfaction oversample survey conducted among Lodi residential customers based on a customer list and e mail lists provided by Lodi Electric.

Sample size: RKS recommended and Lodi Electric agreed, that in view of the fact that this survey will use a hybrid (telephone interview + online survey) methodology to obtain Lodi residential customer opinions, that the survey will be based on 230 interviews/surveys allocated as follows:

- 100 telephone interviews
- 100 online surveys
- 30 Hispanic telephone interview (assume 20 fallout naturally from above).

RKS assumes Lodi Electric to provide customer lists and ability to identify neighborhoods or area/zip codes with a high concentration of Hispanics.

Questionnaire: RKS will start with the questionnaire that was developed and finalized for the **CMUA 2014 Statewide Survey of Residential Customers Served By Municipal Utilities (see #1 above)**. In addition, we will ensure that a sufficient number of questions from Lodi's 2010 Residential Customer Oversample are included to permit tracking and trending. Also, there will be ample opportunity for Lodi Electric to add customize questions based on issues of local importance in Lodi to come up a version that covers what Lodi Electric wants.

The goal will be to come up with a questionnaire that covers the subjects Lodi Electric desires to have covered and does so in a telephone interview/online survey that averages 10-12 minutes.

Interviewing/surveying: After Lodi Electric approves the questionnaire; RKS will conduct 230 telephone interviews/online surveys among a cross section of Lodi residential customers in English and Spanish.

Processing, Analysis, Report Preparation: Following the interviewing phase, RKS will analyze the data and provide, where applicable comparisons against:

- Lodi Electric's 2010 proprietary residential customer oversample + Hispanic customers
- Muni statewide averages generated by the 2014 statewide survey (described in #1 above)
- California IOU results (generated by the statewide survey)

RKS' report will provide an analysis of the findings along with our conclusions and recommendations for action. RKS will deliver one or more presentations – either on-site or remotely – depending upon Lodi Electric's preferences.

Project Schedule: Lodi Electric has indicated that it desires to have some "high level" results available to accompany a report to City Council in early June, 2014. In order to meet this schedule, RKS projects the following project timeline:

### **LODI ELECTRIC 2014 PROPRIETARY OVERSAMPLE SURVEY OF RESIDENTIAL CUSTOMERS** Project Schedule

|   |                 |
|---|-----------------|
| Questionnaire development                     | April, 2014     |
| Questionnaire finalized                       | Early May       |
| Telephone interviewing/conduct online surveys | Mid May         |
| High level results                            | Late June       |
| Full report delivered                         | July            |
| Presentation                                  | To be scheduled |



**Amendment 1 - Exhibit B  
Fee Proposal Covering Lodi Electric Utility's Participation in  
CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

**1. CMUA 2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED BY  
MUNICIPAL UTILITIES**

Fees:

Total cost for Lodi Electric Utility's participation: \$6,750.

This will be invoiced in a lump sum upon authorization.

**2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE**

Fees:

Total cost for Lodi Electric Utility's 2014 proprietary residential customer oversample, consisting of 100 online surveys and up to 130 telephone interviews among Lodi customers: \$18,200.

This will be invoiced in two installments:

- First installment (one-half) upon project authorization
- Final installment (one-half) upon delivery of the final report

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL  
SERVICES AGREEMENT WITH RKS RESEARCH & CONSULTING FOR  
2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED  
BY CALIFORNIA MUNICIPAL UTILITIES

=====

WHEREAS, the City entered into a contract with RKS Research & Consulting (RKS) on March 24, 2014 to participate in a 2014 Statewide Survey of Residential Customers; and

WHEREAS, participants in this survey currently include more than 40 Investor Owned Utility and Publicly Owned Utility members of the California Municipal Utilities Association (CMUA); and

WHEREAS, the total cost of the survey is \$19,950 and focuses on topics such as customer satisfaction, electric rate price/value, reliability and power delivery, and energy efficiency; and

WHEREAS, efforts include participation in the statewide survey of a cross section of California residential customers totaling approximately 1,300 heads of household in addition to a proprietary oversample of approximately 200 Lodi residential households with the opportunity to add customized questions based on issues of local importance to Lodi; and

WHEREAS, a review of Lodi's demographics by RKS indicate that nearly 30% of Lodi's population is Hispanic or Latino and as such, RKS recommended that Lodi consider conducting a portion of the interviews in Spanish to ensure a representative sample; and

WHEREAS, the Electric Utility (EU) is requesting an amendment to the current agreement with RKS, in an amount not to exceed \$5,000, for the inclusion of translation services in performing the survey.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute Amendment No. 1 to Professional Services Agreement with RKS Research & Consulting, for the 2014 Statewide Survey of Residential Customers Served by California Municipal Utilities, to include translation services in an additional amount of \$5,000 for a total revised not-to-exceed cost of \$24,950.

Dated: April 16, 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 16, 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

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Parks, Recreation and Cultural Services Department Strategic Plan with PROS Consulting, Inc., of Indianapolis, Indiana (\$86,820)

**MEETING DATE:** April 16, 2014

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

**RECOMMENDED ACTION:** Adopt resolution authorizing the City Manager to execute a Professional Services Agreement for Parks, Recreation and Cultural Services Department Strategic Plan with PROS Consulting, Inc., of Indianapolis, Indiana in the amount of \$86,820.

**BACKGROUND INFORMATION:** The Parks, Recreation and Cultural Services Department (PRCS) receives approximately \$3.2 million in taxpayer funds each year for operations and has a responsibility to use those funds in a cost-effective manner that best meets the community's needs.

The most-recent study of Lodi's parks and recreation needs was completed more than 20 years ago and is sorely outdated. Much has changed the past two decades, from recreation and demographic trends to the number and types of facilities and financial challenges. Hiring a consultant to prepare a strategic plan – and for PRCS to carry out its recommendations – is the best way to ensure the department operates in a relevant and financially sustainable fashion.

Staff and the Recreation Commission have spent eight months preparing for this step. At the invitation of staff, a consultant from a California planning firm outlined the methods and benefits of a strategic plan at the Commission's August 12, 2013 meeting. On Sept. 3, 2013, the Recreation Commission discussed the concept of a strategic plan for Lodi PRCS, and on Nov. 5, 2013, the Commission unanimously approved a Request for Qualifications for firms' response and named two members (Jeff Palmquist and Larry Long) to serve with three staff members and an at-large community member (Art Hand, former head of facilities for Lodi Unified School District) to serve as a screening panel.

The Department released the Request for Qualifications on Nov. 11, 2013 and contacted a number of firms and reached out to the California Parks and Recreation Society to encourage responses. Seven firms submitted proposals by the Dec. 11, 2013 deadline and the screening panel agreed on three finalists. The panel interviewed the three by telephone on January 30, 2014, and members unanimously agreed that PROS Consulting was best-suited to prepare a strategic plan for the Department. On March 12, Neelay Bhatt, vice president of PROS Consulting, and principal consultant Mike Shellito visited Lodi to meet with panel members. Following the meeting, the panel members again confirmed their strong preference for PROS Consulting. On April 1, the Recreation Commission voted unanimously (4-0) to recommend PROS Consulting develop the PRCS strategic plan.

PROS Consulting, based in Indianapolis, was formed in 1995 to uniquely serve the park, recreation and tourism services industry. It has completed more than 900 projects in more than 47 states, including more than 100 strategic plans, and its planning team has more than 100 combined years as former parks and recreation managers.

APPROVED: \_\_\_\_\_  
Steve Schwabauer, Interim City Manager

**Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Parks, Recreation and Cultural Services Department Strategic Plan with PROS Consulting, Inc., of Indianapolis, Indiana (\$86,820)**

April 16, 2014

Page 2

PROS Consulting has worked extensively with California parks and recreation agencies on various strategic and master plans and has excellent references. Within California, their clients include agencies in San Francisco, Los Angeles, Carlsbad, Roseville, Riverside, Fair Oaks, Cordova, Orangevale, Sonoma County, San Jose and others. Each of the five parks and recreational professionals contacted by City staff (within and outside California) held PROS Consulting in the highest regard. One said his staff continues to refer to a 2-year-old strategic plan on a daily basis.

The attached Scope of Services outlines six tasks that include a broad public outreach element. PRCS staff is planning on having a presence at the Lodi Street Faire and the downtown farmers market this year as part of the outreach effort for the Strategic Plan and other programs.

The City Council appropriated \$100,000 in the FY 2013/14 budget for this task.

**FISCAL IMPACT:** \$86,820 from the park development account to ensure the approximate \$3.2 million in General Fund support each year is spent in support of programs and services in a manner that reflects the community's values.

**FUNDING AVAILABLE:** Parks impact fee account No. 1217 (balance \$390,129.49 as of March 31, 2014).

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Jordan Ayers, Deputy City Manager

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Jeff Hood  
Parks, Recreation and Cultural Services Director

JH:tl

Attachment: Agreement

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PROS Consulting Inc., LLC (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 development of a Strategic Action Plan for the Parks, Recreation and Cultural Services Department (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 21, 2014 and terminates upon the completion of the Scope of Services or on April 20, 2015, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

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

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

**Section 3.2 Method of Payment**

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

**Section 3.3 Costs**

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

**Section 3.4 Auditing**

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

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

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

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

**Section 4.2 ADA Compliance**

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

**Section 4.3 Indemnification and Responsibility for Damage**

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

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

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

**Section 4.8 Notices**

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

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

To CONTRACTOR:    Leon Younger  
   PROS Consulting Inc., LLC  
   201 South Capitol Ave., Suite 505  
   Indianapolis, IN 46225

**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.**

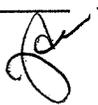
CITY OF LODI, a municipal corporation

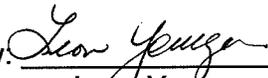
ATTEST:

\_\_\_\_\_  
RANDI JOHL-OLSON  
City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
Interim City Manager

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

By: \_\_\_\_\_  


By:   
Name: Leon Younger  
Title: President, PROS Consulting Inc.,

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

Funding Source: 1217044.1820  
(Business Unit & Account No.)

Doc ID:

CA:Rev.03.2014

## Work Plan

### Task 1 - Project Kick-off/Project Management

**A. Kick-off Meeting/Project Management** – A kick-off meeting should be attended by key City staff members and PROS Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the PROS Consulting Team. Detailed steps of this task include:

- Confirmation – The project goals, objectives, scope, and schedule will be confirmed.
- Outcome Expectations – Discuss expectations of the project along with a presentation on different management models.
- Communications – Confirmation of lines of communication, points of contact, level of involvement by City leaders and staff, and other related project management details. Also, protocols and procedures for scheduling meetings should be agreed to.
- Progress Status Reports – The Consulting Team will develop status reports to the City on a monthly basis. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project.
- Prepare database of stakeholders – The Consulting Team will work with the City who will gather contact information to be used in the key leadership interview portion of the study.

More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project. It is recommended that status reports be created on a monthly basis and distributed to all Department employees as a way of keeping them informed and involved throughout the process – cultivating an environment for buy-in.

- B. Data Collection** – The PROS Consulting Team will prepare a data request to collect available operational and financial information to analyze the current situation and characteristics of the Parks, Recreation and Cultural Services Department. These include but are not limited to the City's General Plan, budget reports, operational reports, previous operational studies, program efforts, capital expenditure focus, site master planning efforts, natural area plans and any other relevant information.
- C. SWOT Analysis** – The PROS Consulting Team members will perform on-site review with Department staff to evaluate operational and financial opportunities and constraints. A tour of the City's facilities, parks, and programs will be performed to identify opportunities to increase revenue generation and reduce operational inefficiencies. The PROS Consulting Team will work with the Department staff to develop a SWOT analysis highlighting existing Strengths, Weaknesses, Opportunities and Threats faced by the Department as it seeks to expand and grow its offerings in the years to come.



D. **Crowd-Sourcing Project Website** - The Consultant Team will create a customized project website that will provide on-going project updates and will serve as the avenue to crowd-source information throughout the project for the entire community.

This could be combined with input through Social Media and could also host videos through a dedicated YouTube Channel and utilize the City’s website. E.g. [www.plan4pdhp.com](http://www.plan4pdhp.com)

It has proven to be a very effective tool in engaging the community on an on-going basis as well as maximize outreach to an audience that may not traditionally show up at public meetings or choose to respond to a Phone or Mail survey.

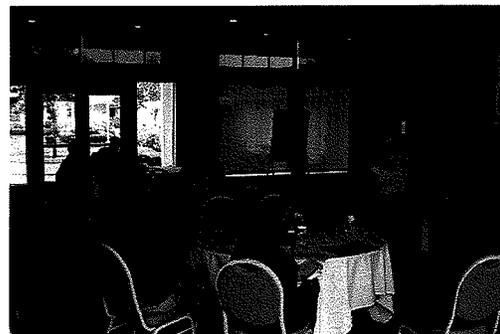


**Task 2 - Community Input**

The Consulting Team will utilize a robust public input process to solicit community input on how the City of Lodi’s Parks, Recreation and Cultural Services Department meet the needs of residents into the future. This task is an integral part of the *Strategic Action Plan* process. The PROS Consulting Team will prepare a community outreach agenda to include the number and types of meetings which will be held. Also, a statistically-valid City-wide needs assessment survey will be conducted to identify community needs and issues related to parks, facilities and services. Specific tasks include:

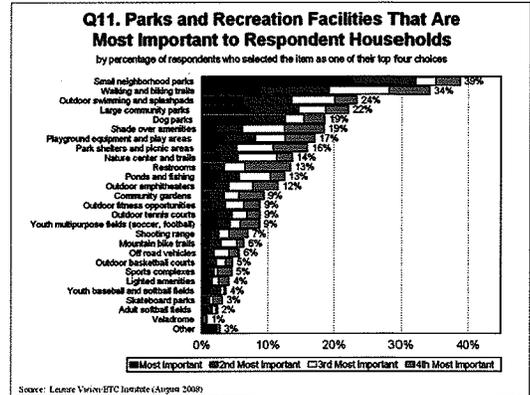
A. **Key Leadership/Focus Group Public Engagement** – The Consulting Team will conduct at a minimum of ten (10) key leadership interviews (use of phone or other online tool may be used for these if appropriate) and ten to ten (10) focus group meetings. We will utilize Department staff to identify target focus groups and key leaders—possible focus groups could include teens, young adults, urban or mixed-use area residents, and/or particular ethnic groups. The goal is to identify their vision and values and how they translate into future programs and development needs.

B. **Public Forums / Workshops** – Public forums will serve to present information and gather feedback from citizens at large. It will be important to get maximum media exposure to inform citizens of the purpose and importance of the meetings and clearly note time and locations.



We propose to conduct a total of four (4) public forums: two (2) initial public forums to introduce the project and project goals, gain input for the community’s vision and core values for the Parks, Recreation and Cultural Services Department and two (2) follow-up meetings conducted during the final briefings component of the plan. The purpose for these meetings will be to ensure opportunities for the general public to discuss their options and perceptions surrounding the Department. The forums will also afford the opportunity to discuss priorities of the community relating to the Parks, Recreation and Cultural Services Department.

**C. Statistically-Valid Survey** – ETC Institute will perform a random, scientifically valid community-wide household to quantify knowledge, need, unmet need, priorities and support for parks, recreation and cultural services. The Consulting Team will administer a statistically valid random sampling Needs Assessment Survey of household surveys in the City of Lodi. The survey will be administered by phone or by a combination of a mail/phone survey and can have a minimum sample size of 350 completed surveys at a 95% level of confidence and a confidence interval of +/- 5.2%.



Prior to the survey being administered, the PROS Consulting Team would meet with City of Lodi staff to review and finalize the agreed upon survey instrument.

**D. Caught-In-The-Act Surveys** - The PROS team will conduct caught-in-the-act surveys (Intercept surveys) of users in the process of using parks, facilities and during special events to obtain additional and random community input. We will also be conducting interviews while we are conducting the Site assessments for parks, trails, historic sites and facilities. This provides valuable insight and community feedback as people are ‘caught in the act’ of participating in a program or event or using a park, trail or facility.

**E. Online Survey** – PROS will also conduct an informal online survey to complement the data obtained from the statistically-valid survey. An online survey will be crafted and administered through [www.surveymonkey.com](http://www.surveymonkey.com). This survey will be promoted through the City’s website and promotional mediums to maximize outreach and response rates. It will focus on how users feel about the services provided, needs and importance, issues that need to be addressed and recommendations for change they would like to see the Department provide.

**F. Synthesize Community Values Model** – The Community Values Model will be synthesized and organized by the PROS Consulting Team to form the framework for the Strategy Matrix. The Consulting Team will document its findings and key issues to be addressed in the study. This report will be in form of a PowerPoint presentation in a work session with key Department staff to gain consensus. Also, a findings report of all public input will be provided to the City.

**Task 3 - Community Profile**

**A. Demographic & Trends Analysis** – PROS will utilize the City of Lodi’s projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the City and distinguish customer groups.
- To determine changes occurring in the region and assist in making proactive decisions to accommodate those shifts.

The City’s demographic analysis will be based on US 2010 Census information, 2012 estimates, and five-year (2017) and 10-year (2022) year projections. The following demographic characteristics will be included: Population Density, Age Distribution, Households, Gender, Ethnicity, and Household Income.



## Parks, Recreation & Cultural Services Department

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sporting Goods Manufacturers Association information, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

- B. Benchmark Analysis** – A benchmark analysis will compare the City of Lodi to five (5) other relevant peer agencies. The Consultant Team will work with the Department to identify the 15 key metrics to be surveyed and analyzed, as well as the benchmarked communities.

| System        | 2010 Population | Total Number of Parks | Total Parks Acres | Total Acres Maintained | Total Park Acres Per 1,000 | Acres Undeveloped Park Land | Total Maintained Acres Per 1,000 | % Acres Maintained to Total Park Acres |
|---------------|-----------------|-----------------------|-------------------|------------------------|----------------------------|-----------------------------|----------------------------------|--|
| Provo, UT     | 112,488         | 92                    | 2,197             | 802                    | 19.53                      | 1,370                       | 7.13                             | 37%                                    |
| Missoula, MT  | 66,788          | 61                    | 4,234             | 357                    | 63.40                      | 3,878                       | 5.34                             | 8%                                     |
| Tempe, AZ     | 161,719         | 56                    | 1,865             | 1,815                  | 11.53                      | 50                          | 11.23                            | 97%                                    |
| Boulder, CO   | 97,385          | 60                    | 1,810             | 1,047                  | 18.59                      | 763                         | 10.75                            | 58%                                    |
| Flagstaff, AZ | 65,870          | 27                    | 710               | 143                    | 10.78                      | 566                         | 2.18                             | 20%                                    |
| Sandy, UT     | 87,461          | 39                    | 373               | 351                    | 4.26                       | 52                          | 4.01                             | 94%                                    |

### Task 4 - Park and Program Plan

- A. Program Services Assessment** – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the department aligns itself with community needs (utilizing the statistically-valid survey and other community input). The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of the following programming aspects:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Facility Gaps
- Best Practices from similar and comparable agencies
- Similar provider analysis/duplication of services
- Review of program development process
- Service systems and agency support needed to deliver excellent service
- Program Innovation Cycle
- Standards and Performance Measures

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

- B. Park Classifications, Level of Service Standards**– As part of the *Strategic Action Plan*, the PROS Consulting Team will work with the Department to review and confirm, modify or add to existing park classifications, and preferred level of service standards for all park sites, trails, open space amenities and indoor and outdoor facilities.

## Scope of Services

### Strategic Action Plan for the Parks, Recreation and Cultural Services Department

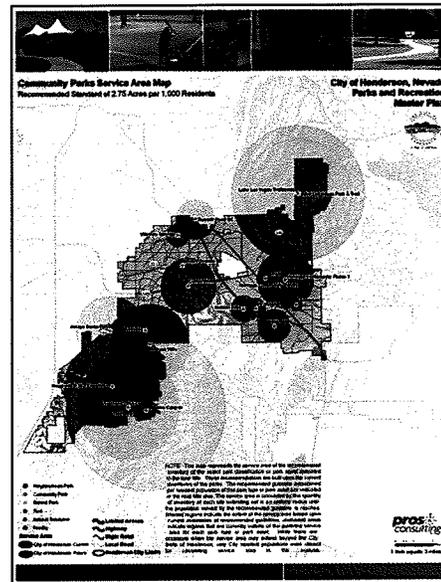
These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the PROS Consulting Team's national experience and comparison with peer/survey agencies, adapted based on the needs and expectations of the community.

| PARKS:   | 2009 Inventory - Developed Facilities |          |                  |            |                          | 2009 Facility Standards                   |   |                            | 2014 Facility Standards                  |                            |   |
|--|---------------------------------------|----------|------------------|------------|--------------------------|---|---|----------------------------|--|----------------------------|---|
|  | Jacksonville                          | Schools  | Other Provider's | Military   | Total Combined Inventory | Current Service Level based on population | Recommended Service Levels Revised for Local Service Area | Meet Standard/ Need Exists | Additional Facilities / Amenities Needed | Meet Standard/ Need Exists | Additional Facilities/ Amenities Needed |
| Neighborhood Park                                | 34.63                                 | -        | 6.01             | -          | 40.64                    | 0.49 acres per 1,000                      | 1.00 acres per 1,000                                      | Need Exists                | 42 Acre(s)                               | Need Exists                | 42 Acre(s)                              |
| Community Park                                   | 73.23                                 | -        | -                | -          | 73.23                    | 0.89 acres per 1,000                      | 2.00 acres per 1,000                                      | Need Exists                | 92 Acre(s)                               | Need Exists                | 92 Acre(s)                              |
| Regional Park                                    | 183.24                                | -        | 1.20             | -          | 184.44                   | 2.23 acres per 1,000                      | 4.00 acres per 1,000                                      | Need Exists                | 146 Acre(s)                              | Need Exists                | 146 Acre(s)                             |
| Open Space / Natural Areas                       | 8.46                                  | -        | -                | -          | 8.46                     | 0.10 acres per 1,000                      | 0.75 acres per 1,000                                      | Need Exists                | 53 Acre(s)                               | Need Exists                | 53 Acre(s)                              |
| <b>Total Park Acres</b>                          | <b>299.56</b>                         | <b>-</b> | <b>7.22</b>      | <b>-</b>   | <b>306.78</b>            | <b>3.71 acres per 1,000</b>               | <b>7.75 acres per 1,000</b>                               | <b>Need Exists</b>         | <b>333 Acre(s)</b>                       | <b>Need Exists</b>         | <b>333 Acre(s)</b>                      |
| Special Use Areas                                | -                                     | 245.57   | -                | -          | 245.57                   | 2.97 acres per 1,000                      | n/a acres per 1,000                                       | -                          | -  | -                          | -                                       |
| <b>OUTDOOR AMENITIES:</b>                        |                                       |          |                  |            |                          |   |   |                            |  |                            |   |
| Playground Area                                  | 18.00                                 | 6.67     | 1.00             | 5.34       | 31.01                    | 1.00 structure per 2,663                  | 1.00 structure per 3,000                                  | Meets Standard             | - Structures(s)                          | Meets Standard             | - Structures(s)                         |
| Basketball Court; Outdoor                        | 10.00                                 | 2.67     | -                | 3.67       | 16.34                    | 1.00 structure per 5,055                  | 1.00 structure per 7,000                                  | Meets Standard             | - Court(s)                               | Meets Standard             | - Court(s)                              |
| Tennis Court; Outdoor                            | 14.00                                 | 6.67     | -                | 5.34       | 26.01                    | 1.00 structure per 3,175                  | 1.00 structure per 4,000                                  | Meets Standard             | - Court(s)                               | Meets Standard             | - Court(s)                              |
| Diamond Field; Mounded - Small (60ft or under)   | 4.00                                  | -        | -                | 2.00       | 6.00                     | 1.00 field per 13,761                     | 1.00 field per 10,000                                     | Need Exists                | 2 Field(s)                               | Need Exists                | 2 Field(s)                              |
| Diamond Field; Mounded - Large (75ft and larger) | -                                     | 2.00     | -                | 0.67       | 2.67                     | 1.00 field per 30,953                     | 1.00 field per 20,000                                     | Need Exists                | 1 Field(s)                               | Need Exists                | 1 Field(s)                              |
| Diamond Field; Non-Mounded - Small               | 3.00                                  | 4.00     | -                | 2.00       | 9.00                     | 1.00 field per 9,173                      | 1.00 field per 15,000                                     | Meets Standard             | - Field(s)                               | Meets Standard             | - Field(s)                              |
| Diamond Field; Non-Mounded - Large               | 8.00                                  | -        | -                | 1.33       | 9.33                     | 1.00 field per 8,847                      | 1.00 field per 20,000                                     | Meets Standard             | - Field(s)                               | Meets Standard             | - Field(s)                              |
| Trails (Hard and Soft Surface Trails)            | 16.20                                 | -        | -                | -          | 16.20                    | 0.20 miles per 1,000                      | 0.45 miles per 1,000                                      | Need Exists                | 21 Mile(s)                               | Need Exists                | 21 Mile(s)                              |
| Soccer / Football / Multipurpose Field           | 8.00                                  | 4.67     | 1.00             | 5.34       | 19.01                    | 1.00 field per 4,345                      | 1.00 field per 4,000                                      | Need Exists                | 2 Field(s)                               | Need Exists                | 2 Field(s)                              |
| Shelter; Large (100+ people)                     | 8.00                                  | -        | -                | 4.00       | 12.00                    | 1.00 structure per 6,881                  | 1.00 structure per 10,000                                 | Meets Standard             | - Structures(s)                          | Meets Standard             | - Structures(s)                         |
| Shelter; Medium (50-99 people)                   | 3.00                                  | 0.67     | -                | 4.67       | 8.34                     | 1.00 structure per 9,907                  | 1.00 structure per 10,000                                 | Meets Standard             | - Structures(s)                          | Meets Standard             | - Structures(s)                         |
| Shelter; Small (up to 50 people)                 | 5.00                                  | -        | -                | 13.34      | 18.34                    | 1.00 structure per 4,503                  | 1.00 structure per 7,500                                  | Meets Standard             | - Structures(s)                          | Meets Standard             | - Structures(s)                         |
| Skateboard Park                                  | 1.00                                  | -        | -                | -          | 1.00                     | 1.00 site per 82,582                      | 1.00 site per 40,000                                      | Need Exists                | 1 Site(s)                                | Need Exists                | 1 Site(s)                               |
| Outdoor Pool                                     | -                                     | -        | -                | 1.50       | 1.50                     | 1.00 site per 55,055                      | 1.00 site per 40,000                                      | Need Exists                | 1 Site(s)                                | Need Exists                | 1 Site(s)                               |
| Splash Pad / Spray Grounds                       | -                                     | -        | -                | -          | -                        | 1.00 site per n/a                         | 1.00 site per 30,000                                      | Need Exists                | 3 Site(s)                                | Need Exists                | 3 Site(s)                               |
| Dog Parks  | -                                     | -        | -                | -          | -                        | 1.00 site per n/a                         | 1.00 site per 75,000                                      | Need Exists                | 3 Site(s)                                | Need Exists                | 3 Site(s)                               |
| Disk Golf Course                                 | 1.00                                  | -        | -                | -          | 1.00                     | 1.00 site per 82,582                      | 1.00 site per 40,000                                      | Need Exists                | 1 Site(s)                                | Need Exists                | 1 Site(s)                               |
| Nature Center                                    | -                                     | -        | -                | -          | -                        | 1.00 site per n/a                         | 1.00 site per 100,000                                     | Need Exists                | 1 Site(s)                                | Need Exists                | 1 Site(s)                               |
| Indoor Aquatic Recreation Space                  | -                                     | -        | -                | -          | -                        | 1.00 SF per n/a                           | 0.50 SF per Person  | Need Exists                | 41,291 Square Feet                       | Need Exists                | 41,254 Square Feet                      |
| Recreation Center                                | 38,964.00                             | -        | -                | 207,441.67 | 246,405.67               | 0.47 SF per person                        | 1.50 SF per Person  | Meets Standard             | - Square Feet                            | Meets Standard             | - Square Feet                           |
| Estimated Population: 2009                       |                                       |          |                  |            |                          | 82,582                                    |   |                            |  |                            |   |
| Projected Population: 2014                       |                                       |          |                  |            |                          | 82,508                                    |   |                            |  |                            |   |



**C. Geographical Analysis through Mapping** – The PROS Consulting Team will work with the Department to determine appropriate GIS mapping. The Consulting Team can utilize GIS to perform a geographical mapping to identify service area analysis for specific facilities and programs. This includes mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined as a circular area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the facility standards and service areas provided by Consulting Team for each park and major facility type (amenity), a series of maps by each park classification and major amenities will be prepared. Major parks and facilities to be mapped could include:

- Neighborhood Parks
- Community Parks
- Soccer Fields
- Football Fields
- Baseball Fields
- Softball Fields
- Basketball Courts
- Tennis Courts
- Trails
- Playgrounds
- Picnic Pavilions
- Aquatics/Pools
- Recreation/Community Centers



This mapping identifies gaps and overlaps in service area. It is assumed that the Department will provide base GIS information including inventory and general location of park sites and amenities. The Consulting Team will provide maps in digital format (ARCGIS and Adobe Acrobat PDF format) and hard copy.

**D. Prioritization of Demands and Needs** – Using its proprietary rankings model, the Consulting Team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, recreation services assessment and the service area mapping to create a quantified facility and program priority ranking.

This will provide a defensible and data-driven list of prioritized facility, infrastructure, amenities, and program needs for Lodi. This priority listing will be compared against gaps or surplus in recreation services, parks, facilities and amenities. The Team will conduct a work session with staff to review the findings and make revisions as necessary.

| Malibu   |                 |
|--|-----------------|
| Facility/Amenity Priority Rankings                 | Overall Ranking |
| Walking, biking trails and greenways               | 1               |
| Small Neighborhood Parks                           | 2               |
| Indoor Swimming Pools                              | 3               |
| Off-leash dog parks                                | 4               |
| Multi-generational Community Center                | 5               |
| Community Gardens                                  | 6               |
| Outdoor Swimming Pools                             | 7               |
| Adventure Facility (rock wall, ropes course, etc.) | 8               |
| Outdoor Tennis Courts                              | 9               |
| Visual / Performing Arts Facility                  |                 |
| Large Community Parks                              |                 |
| Small Family Picnic Areas and Shelters             |                 |
| Amphitheater                                       |                 |
| Nature Center                                      |                 |
| Skateboard Parks                                   |                 |
| Teen Center  |                 |
| Youth Soccer Fields                                |                 |
| Playground Equipment                               |                 |
| Outdoor Basketball Courts                          |                 |
| Multi-purpose Fields (Lacrosse, etc.)              | 20              |
| Youth baseball and softball fields                 | 21              |
| Disc Golf Course                                   | 22              |
| Year-round synthetic fields                        | 23              |
| Large Group Picnic Areas and Shelters (50+)        | 24              |
| Equestrian Trails                                  | 25              |
| Adult Baseball and Softball Fields                 | 26              |
| Youth Football Fields                              | 27              |
| Adult Soccer Fields                                | 28              |

## **Task 5 - Business Plan**

**A. Malcolm Baldrige Organizational Staff Survey** – As part of the *Strategic Action Plan*, the PROS Consulting Team will evaluate the culture of the organization to determine organizational readiness and willingness to move forward on key recommendations that could come from the *Strategic Action Plan*. The PROS Consulting Team will organize and develop a staff and workforce engagement survey modeled after the Malcolm Baldrige Quality (MBQ) Assessment Survey rating the perceptions of employees regarding leading issues in the workplace.

This survey assessment will be developed based on the survey instrument of the Baldrige National Quality Program, a program of the National Institute of Standards and Technology, which is a component of the U.S. Department of Commerce. The questions of the survey are designed to assess the nature and degree of employee engagement in performing the functions and meeting the vision of the organization.

**B. Operational and Staffing Plan** – The PROS Consulting Team will establish operational and staffing standards for the full operations of the Park and Recreation system. This will include maintenance standards, staffing levels needed for programs, technology requirements, customer service requirements and administration based on established and agreed upon outcomes.

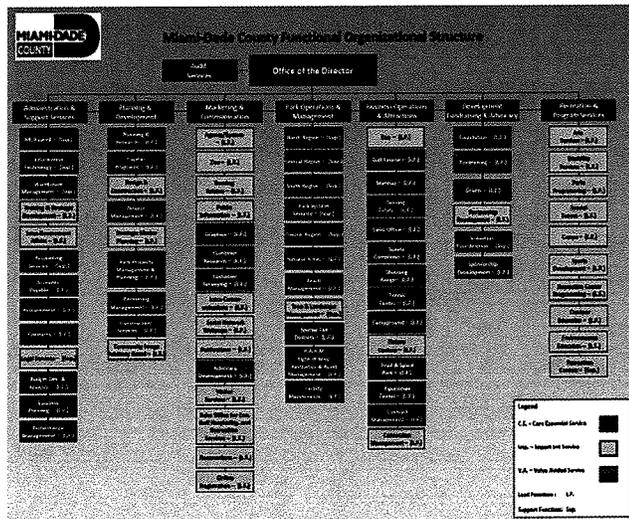
The PROS Consulting Team will evaluate governance of parks and functions in the overall structure with recommendations on how to operate in the most effective functional and efficient manner. The PROS Consulting Team will conduct a work session with key management staff on what they consider to be core essential services, important services, and value-added services based on observations, individual interviews, focus group interviews and operating practices. The focus will be on whom the services are provided to, for what purpose, for what benefit, and for what cost. The outcomes of these work sessions will be:

- All services and functions of the agency are classified as (a) Core, (b) important, or (c) Value Added based on definitions and criteria agreed upon with the Project Team.
- Appropriate performance measures for each classification of service will be determined and applied to all functions and services.
- The PROS Consulting Team will compile the results of the work session into a summary of services and functions by classification. Additionally, broad performance standards for each service and function that align with their classification will be developed. An example of how these performance standards as cost recovery expectations can be applied is illustrated in the table below.



| Service Category   | Description   | Cost-Recovery Expectations                                 |
|--------------------|---|--|
| <b>Core</b>        | Services the agency <u>must</u> provide to meet its mission, and statutory and/or regulatory obligations; maintains valuable assets and infrastructure investments; essential to protect visitor safety; preserves the integrity of natural and cultural resources; reasonably expected and supported (or demanded) by visitors | Largely supported by taxes with little or no cost-recovery |
| <b>Important</b>   | Services the agency <u>should</u> provide or are important to effectively serve visitors; may expand or enhance provision of core services; broadly supported and utilized by visitors, although support may be conditional upon the perceived benefit, quality, and pricing of the services                                    | Supported by a balance of taxes & earned revenues          |
| <b>Value Added</b> | Services the agency <u>may</u> provide when they are fiscally sustainable through visitor support; add value above and beyond what is required or expected of the agency's core functions; are easy opportunities to integrate alternative providers and operators into providing services at one or more sites                 | Heavily or fully supported by earned revenues              |

**C. Functional Organizational Structure** – Using a business-oriented approach with integration of industry best management practices, the PROS Consulting Team will assess the feasibility of the realignment of organization structure to create more efficiency. The PROS Consulting Team will help enhance the organizational infrastructure through a more efficient design where appropriate that is functionally based.



**D. Financial Review** – The PROS Consulting Team will perform analysis to document the financial situation of the Parks, Recreation and Cultural Services Department. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the Department to have more useful financial information for strategic decision-making
- Seek opportunities to improve the financial sustainability of the Department for the future including evaluating expenditures and increasing current and new sources of revenue

The PROS Consulting Team will review current financial policies. This review will include comparison of current policies with national standards of best practice agencies. The PROS Consulting Team will

recommend cost recovery goals, policies and adjustments to current policies where enhancements may be needed or gaps are identified.

**E. Funding Strategies** – Funding strategies will be developed based in part of our review and analysis of the department, as well as the national experience brought by the PROS Consulting Team. The PROS Consulting Team has identified numerous (160) funding methods that can be applied. These strategies could include:

- Fees and charges
- Endowments/grants/Non-profits
- Sponsorships
- Partnerships
- Dedicated funding sources.

The PROS Consulting Team will present findings and recommendations through a Financial Workshop for the Department staff

**Task 6 -Strategic Action Plan Development**

The *Strategic Action Plan* will be framed and prepared through a series of workshops with the Department staff. The overall vision and mission statements will be affirmed or modified, and direction for the Department will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics that support each action strategy to its fullest outcome will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the Department or external partners to focus on the next 10 years. Specific tasks include:

**A. Develop Vision, Mission and Core Value Statements** – The PROS Consulting team will organize recommendations for the Department into a strategy matrix framework; the supporting vision and mission statements will be affirmed or developed with the Department staff in a one day work session. In addition, core businesses will be confirmed. Following this effort, goals/objectives and policies will be established and prioritized. Also defined will be those activities and experiences that do not further the mission, vision and values of the Department.

**B. Strategic Implementation Plan** – The PROS Consulting Team will prepare an Implementation Plan that outlines key outcomes to be achieved and benchmark goals for each operational area within the Parks, Recreation and Cultural Services Department. The Implementation Plan will be used to evaluate operational impacts associated with implementation including funding requirements. It is important to assess how ready the organization is to change and adopt significant policies to implement the plan. The PROS Consulting Team will develop a proposed organization plan that includes operational standards, organizational structure and staffing, implementation of administrative functions, maintenance management functions, team/consensus building opportunities, financial strategies including revenue generation and grant opportunities, policies and procedures, recommendations, marketing strategy, technology plan and partnering and volunteer strategy.

| Riverside County Regional Park and Open Space District<br>Balanced Scorecard |   |            |                                  |
|--|---|------------|----------------------------------|
|  | Strategies  | Objectives | Measures<br>(Targets, Timelines) |
| Customer   | To Achieve Our Vision,<br>We Must Satisfy Our<br>Customers                                    |            |                                  |
| Financial  | To Succeed We Must Have<br>Financial Sustainability   |            |                                  |
| Internal   | To Satisfy Our Customers<br>We Must Commit to<br>Excellent Support<br>Processes               |            |                                  |
| Learning and<br>Growth   | To Become Sustainable<br>We Will Change and<br>Improve on Employee<br>Growth and Work Culture |            |                                  |



## Parks, Recreation & Cultural Services Department

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- C. **Draft Plan Preparation** – The PROS Consulting Team will prepare a draft *Strategic Action Plan* with strategies taking into account all analysis performed and consider the fiscal and operational impacts to the Department. The recommendations and prioritization of needs will be reviewed and discussed with the City Council and City staff.
- D. **Plan Briefings/Hearings** – It is expected that the PROS Consulting Team will make one (1) presentation to the Lodi City Council. In addition, the two (2) follow-up public forums will be performed to educate the public on the outcomes of the *Strategic Action Plan*. Outreach for community participation will be performed through the same process as performed for the initial meetings.
- E. **Final Plan Preparation** – The final *Strategic Action Plan* will be prepared and 10 copies of the *Strategic Action Plan* Report delivered to the City along with 3 sets of associated appendices (technical reports organized in 3” binders). The final report will be professionally edited and formatted. Electronic copies of the plan will also be provided to the Department.





RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT FOR  
PARKS, RECREATION AND CULTURAL SERVICES  
DEPARTMENT STRATEGIC PLAN WITH PROS  
CONSULTING, INC. OF INDIANAPOLIS, IN

WHEREAS, the most-recent study of Lodi's parks and recreation needs was completed more than 20 years ago; and

WHEREAS, staff and the Recreation Commission has spent the past eight months in the process of obtaining a firm with the culmination of this effort being releasing the Request for Qualification on November 11, 2013; and

WHEREAS, the selection committee consisting of two Recreation Commission members, three staff members and an at-large community member unanimously selected PROS Consulting, Inc. on January 30, 2014; and

WHEREAS, PROS Consulting, Inc. has worked extensively with California parks and recreation agencies on various strategic and master plans and has excellent references; and

WHEREAS, the cost for the strategic plan is \$86,820 and City Council has appropriated \$100,000 in the FY 2013/14 budget for this task; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for Parks, Recreation and Cultural Services Department strategic plan with PROS Consulting, Inc. of Indianapolis, IN., in an amount not to exceed \$86,820.00.

Dated: April 16, 2014

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held April 16, 2014, by the following vote:

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

RANDI JOHL-OLSEN  
City Clerk

2014-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute Standard Agreements and Any Necessary Related Documents with Lodi Community Foundation for Parks and Recreation Expendable and Endowment Funds

**MEETING DATE:** April 16, 2014

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

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute standard agreements and any necessary related documents with Lodi Community Foundation for Parks and Recreation expendable and endowment funds.

**BACKGROUND INFORMATION:** The increasing demand for park amenities and recreation programs, coupled with rising operating and capital costs, make it a challenge for the Parks, Recreation and Cultural Services Department (PRCS) to maintain current service levels. As a special revenue fund, PRCS recognizes the need to find additional sources of funds that cannot be obtained solely through fees and the annual General Fund transfer.

Foundations serving Hutchins Street Square, the Lodi Public Library and Police Department have raised and spent significant sums on various facility improvements and are valued City partners. Although the PRCS Department does receive donations, grants and sponsorships on occasion, there is no organized effort or method for the public to make tax-deductible donations to the Department to supplement ongoing operating and capital costs. Staff has explored creating an independent 501(c)(3) foundation to assist in this regard, but the proposed establishment of expendable and endowment funds through the Lodi Community Foundation (LCF) represents the simplest and lowest-cost method of accomplishing this.

The Lodi Community Foundation, established in 2005, operates as an affiliate of the Sacramento Regional Community Foundation, which has more than \$100 million under its control. The LCF currently has 18 funds dedicated for specific purposes, including the Save the Grape Bowl Fund and the Hutchins Street Square Foundation Endowment. Donations to a PRCS fund would be included with the Sacramento Foundation's investment portfolio, and the Foundation would be responsible for tax filings, record-keeping and services such as thank-you letters to donors. Annual fees are approximately 1.5 percent of assets.

Donations to the expendable fund could be used to supplement the Department's current needs, such as park repairs and deferred maintenance; special community-wide activities, such as musical performances in parks and other free events; and specific projects, such as a targeted park project. The head of the Save the Grape Bowl fund approves moving his fund to a proposed Parks and Recreation expendable fund as a designated sub-fund.

An endowment would be of little benefit in the short-term, as donations could not be withdrawn for Department needs. Over the long term, however, earnings from principle amounts would provide a source of funds for parks and recreation needs. LCF representatives have said an endowment is more likely to attract large donations such as bequests, as contributors have the assurance their funds will

APPROVED: \_\_\_\_\_  
Steve Schwabauer, Interim City Manager

**Adopt Resolution Authorizing the City Manager to Execute Standard Agreements and Any Necessary Related Documents with Lodi Community Foundation for Parks and Recreation Expendable and Endowment Funds**

April 16, 2014

Page 2

provide a long-term benefit. Similarly to the Save the Grape Bowl Fund, the LCF favors shifting the LCF's All-Veterans Plaza fund from a stand-alone fund to one within the proposed Parks and Recreation endowment fund for easier management, as the organization that established and provided oversight to the Plaza endowment fund dissolved in 2008. Earnings from the All-Veterans Plaza endowment fund are available to the City to offset the cost of repairs to the plaza's features.

The Lodi Community Foundation requires an initial contribution of \$5,000 to start a new fund. On April 1, 2014, the Recreation Commission voted unanimously (4-0) to divide the full amount (\$13,589.84) held in a Recreation Commission trust account as seed money for expendable and endowment funds, resulting in \$6,794.92 for each fund. The trust funds have been held by the City for Recreation Commission use for decades and staff is unable to determine the source or intended use of the funds.

Following creation of the funds, the PRCS Director, the Park Superintendent and the Recreation Superintendent would have the authority to request fund proceeds following approval from the Recreation Commission, which would serve as the advisory board for expenditures of unrestricted funds. In some cases, City Council approval would be needed if the amount exceeds the City Manager's signature authority (currently \$20,000).

The attached resolution gives the City Manager the authority to execute standard agreements and any necessary related documents with the Lodi Community Foundation to create expendable and endowment funds, authorizes the use of the Recreation Commission trust funds to establish the accounts, names the Recreation Commission as the advisory board for expenditures up to the City Manager's authority, and allows for the authorized representatives of the Save the Grape Bowl and All-Veterans Plaza funds to place their accounts within the appropriate Parks and Recreation fund.

**FISCAL IMPACT:** Taking this step could lead to additional funds available for park maintenance, repairs, capital projects and recreational opportunities for the community.

**FUNDING AVAILABLE:** Not applicable.

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Jeff Hood  
Parks, Recreation and Cultural Services Director

JH:tl  
Attachment: Resolution

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
AGREEMENTS WITH LODI COMMUNITY FOUNDATION  
FOR PARKS AND RECREATION EXPENDABLE AND  
ENDOWMENT FUNDS

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WHEREAS, the increasing demand for park amenities and recreation programs, coupled with rising operating and capital costs, make it a challenge for the Parks, Recreation and Cultural Services Department to maintain current service levels; and

WHEREAS, the Department recognizes the need to find additional sources of funds other than fees and tax revenue; and

WHEREAS, the Lodi Community Foundation provides a simple, low-cost framework for the Department to generate public donations; and

WHEREAS, creation of a designated expendable fund through the Lodi Community Foundation can serve to generate funds for specific community projects or to supplement current programs and services; and

WHEREAS, creation of an endowment fund would eventually serve as a long-term source of supplemental revenue for the Department; and

WHEREAS, the Lodi Parks and Recreation Commission serves as the City Council's advisory board for parks and recreation matters, has \$13,589.84 in an undesignated trust account and on April 1, 2014 voted unanimously (4-0) in favor of creating Parks and Recreation expendable and endowment funds through the Lodi Community Foundation, and use the entire amount in its trust account, divided evenly between the two funds as seed money;

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

- The City Manager execute the necessary agreements for a Parks and Recreation designated expendable fund and a Parks and Recreation endowment fund within the Lodi Community Foundation;
- The \$13,589.84 in the Recreation Commission trust account be divided equally between the two funds;
- The Recreation Commission serve as the advisory board for expenditure of amounts up to the City Manager's signature authority;
- The City Manager, the Parks, Recreation and Cultural Services Director, the Park Superintendent and Recreation Superintendent have authority to request expendable fund monies, or endowment fund earnings, following approval of the Recreation Commission for amounts up to the City Manager's signature authority, or following approval of the City Council for amounts in excess of that authority.

- The authorized representatives of the Save the Grape Bowl Fund (expendable) and the All-Veterans Plaza Fund (endowment) be allowed to move their existing Lodi Community Foundation funds as sub-funds within the newly created Parks and Recreation expendable and endowment funds.

Dated: April 16, 2014

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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 16, 2014, by the following vote:

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

RANDI JOHL  
City Clerk

2014-\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Adopt Resolution Appropriating \$5,000 from the Art in Public Places Fund for a Great Blue Heron Watershed Education Bench and Workshop

**MEETING DATE:** April 16, 2014

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

**RECOMMENDED ACTION:** Adopt a resolution appropriating \$5,000 from the Art in Public Places Fund for a Great Blue Heron Watershed Education Bench and Workshop.

**BACKGROUND INFORMATION:** The Art Advisory Board seeks ways to bring art to the public through the Art in Public Places (AiPP) Fund, which is funded by the development impact mitigation fee program.

The Art Advisory Board approved the Great Blue Heron Watershed Education Bench project at its October 2013 meeting. The theme of the bench is intended to combine public art, outdoor furniture and stormwater education. In January, the Board issued a call for artists' proposals for the project, which includes a public workshop style community build.

The Art Advisory Board received one proposal, from Wes Horn and Donna Billick, a Davis design team, and unanimously agreed it met the criteria for the project. Horn and Billick have successfully overseen many community build style ceramic art projects, most notably in the UC Davis Arboretum. The proposed Lodi project will be produced under the direction of the Public Works Department's Watershed Education Coordinator.

A community build project is one where the public is invited to help create the art project. The bench has been designed to look like a great blue heron, the largest bird found along the Mokelumne River, and soon to be introduced by Public Works as a mascot in stormwater educational material being designed for children. The bird's wings will form the back of the bench, while the bench portion will depict the Mokelumne River watershed. The artists will create the back of the bench and also glaze, fire, and install the clay tiles that the public create.

The bench will be installed in downtown Lodi near the Post Office Plaza on South School Street. The 50-inch-wide, 40-inch high and 18-inch deep bench will have a cement core with ceramic tiles covering the base and seat of the bench. Additionally, the City-owned landscaping area facing the bench will be redesigned by the University of California Cooperative Extension (UCCE) Master Gardeners as a water-efficient, river friendly demonstration garden for the public to enjoy. The project location has the support of the Public Works Department.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager

Estimated workshop and installation date is set for later this spring. This project will help promote stormwater education in the downtown area, where runoff drains to the Mokelumne River, minimally treated.

The funding includes \$3,350.00 for materials and \$1,650.00 for the labor.

**FISCAL IMPACT:** Not to exceed \$5,000.00

**FUNDING AVAILABLE:** \$136,982.00 Art in Public Places Account No. 1214

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Jordan Ayers, Deputy City Manager

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Jeff Hood  
Parks, Recreation, and Cultural Services Director

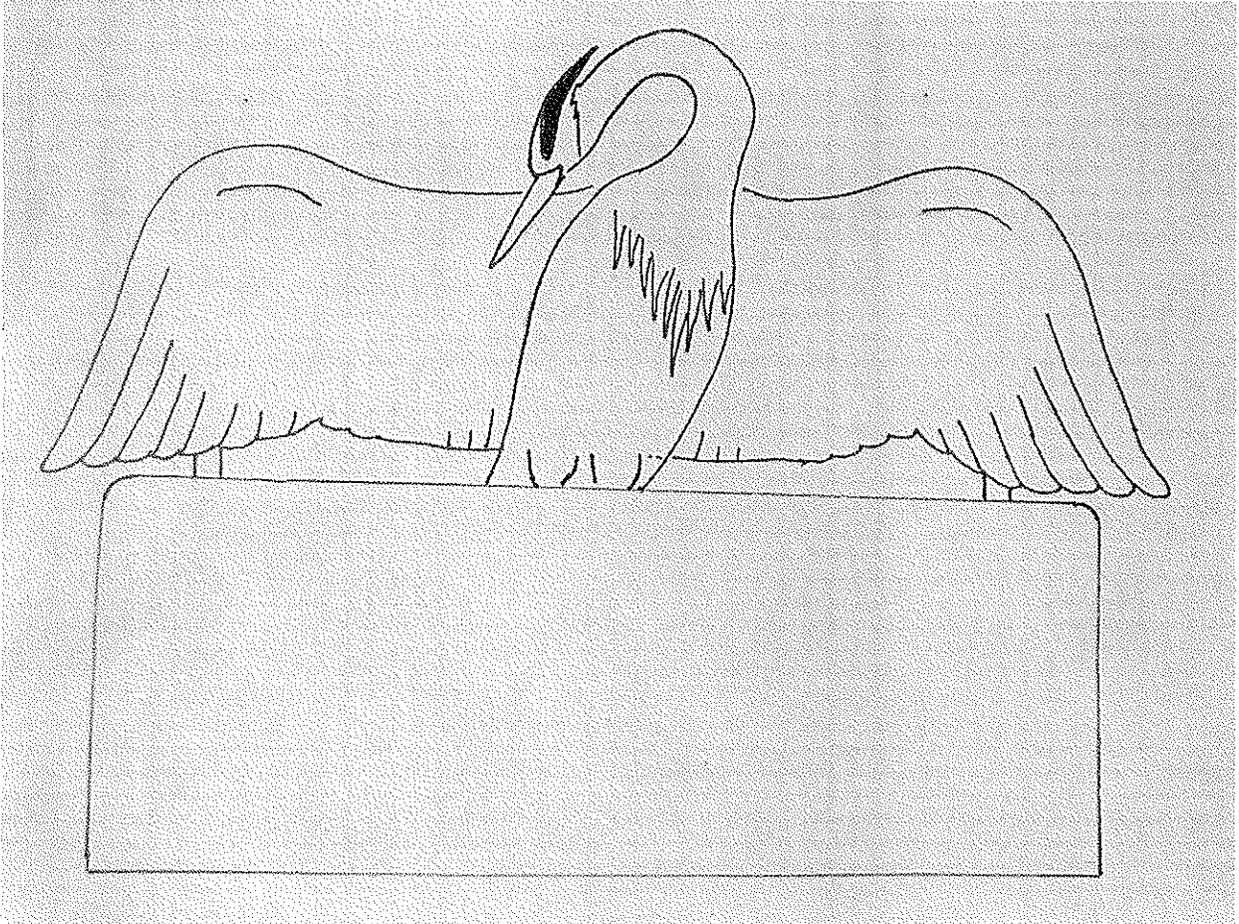
cc: Interim City Attorney

JH/KG/JW

**City of Lodi, California**

**Art in Public Places**

**Art Advisory Board**



**Billick Rock Art and Wes Horn**

Great Blue Heron – Community Built

River Friendly Bench Proposal

February 2014

Billick Rock Art  
Wesley T. Horn

35301 County Road 31  
Davis CA 95616  
weshornart@gmail.com  
weshornart.com  
(530) 304-6445

February 4, 2014

At their best, our public places serve both a practical role as well as provide an embodiment of our society's higher values and aspirations. A community built bench educating the public on the vital issues of untreated street run-off and its effects on local waterways would both fulfill the practical need of providing a landmark and vantage point to the UCCE Master Gardner Riverfriendly Demo Garden, as well as demonstrate the Lodi community's commitment to protecting the Mokelumne River and the California watershed.

Wes Horn is the second-generation of Billick Rock Art, a Davis, California based artist team with over 50 combined years of large scale public art and community build experience. Specializing in high-fire ceramic, tile mosaic, cement and steel construction, our chosen materials are perfectly suited and time-tested for high-traffic outdoor areas. The community build format further maximizes the projects potential by utilizing local effort and ensuring community buy-in and support.

I encourage you to visit the link below, which will direct you to a short video by the Lodi News-Sentinel depicting our recent Heritage School Mural. This film does an excellent job of demonstrating the effective use of our community built techniques as outlined in this proposal:  
[http://www.lodinews.com/news/youtube\\_6c1841ae-0d81-11e2-b183-001a4bcf887a.html](http://www.lodinews.com/news/youtube_6c1841ae-0d81-11e2-b183-001a4bcf887a.html)

Utilizing the community's involvement, the Great Blue Heron and habitat depicted in this bench project can become a rallying point for future action, conservation, and artistic expression. Our experienced artist teams stands ready and excited for this goal.

Wesley T. Horn



# Billick Rock Art Wesley T. Horn

35301 County Road 31  
Davis CA 95616  
weshornart@gmail.com  
weshornart.com  
(530) 304-6445

February 4, 2014

## Bench Base Casting and Backrest

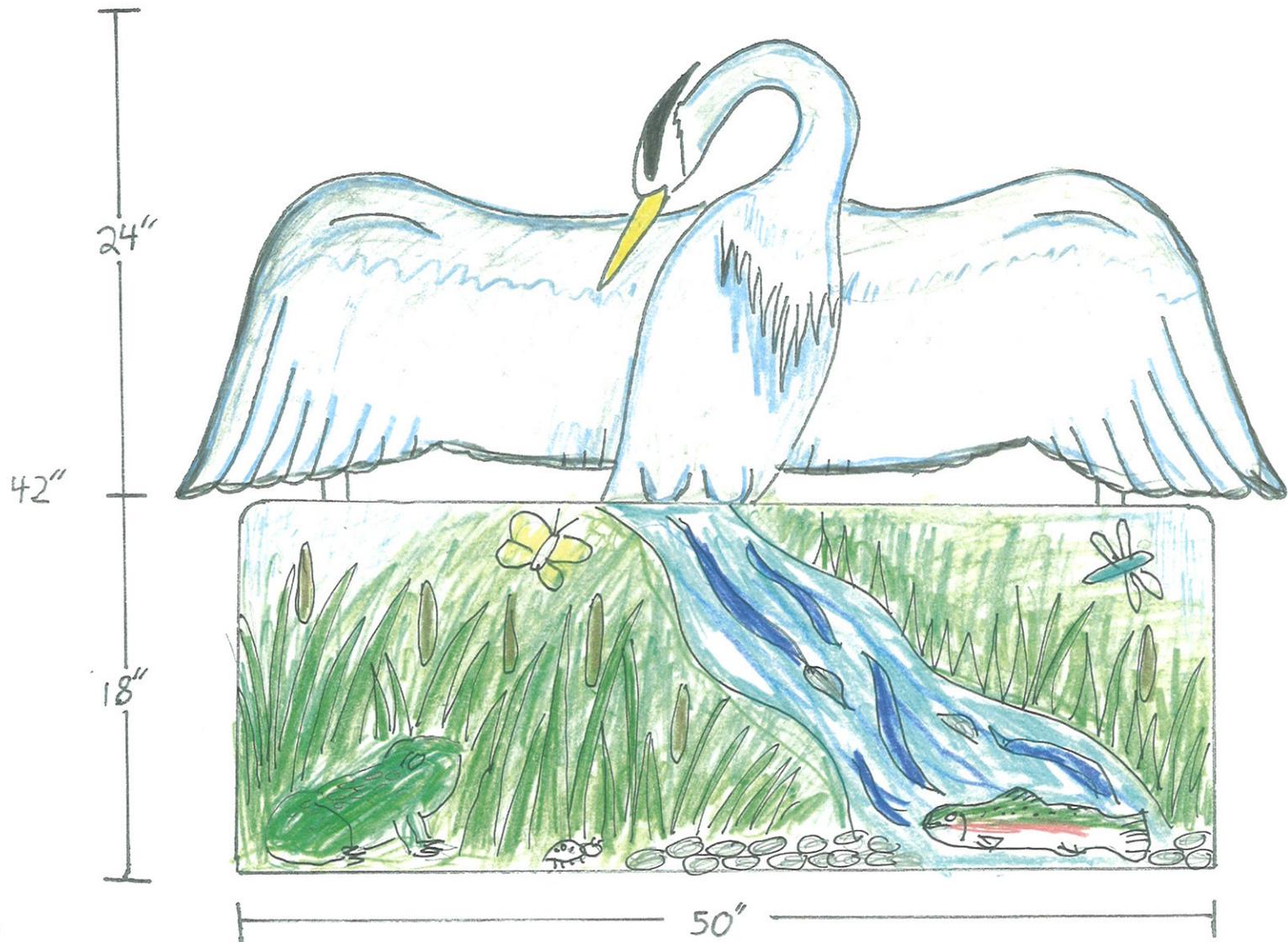
A 18"x50"x21" concrete bench platform will be constructed on-site so as to incorporate a sculpted heron backrest. Lodi based contractor Jeff Case has agreed to donate labor and materials for this stage of the project. The Great Blue Heron backrest will be constructed in-studio using a welded steel armature under pigmented ferro cement and transported to the site. In conjunction with the heron construction, a welded steel mounting frame will be fabricated allowing easy and permanent installation of the heron to the bench platform. The mounting frame will need to be cast into the bench platform at the time of the cement casting with the male ends of the mounting bracket protruding from the bench platform. The steel mounting bracket will be delivered with an attached wood casting brace that holds the bracket at the desired angle for casting and can later be removed. For both appearance and function the bench platform should be cast with rounded or beveled corners.

## Community Build Workshop

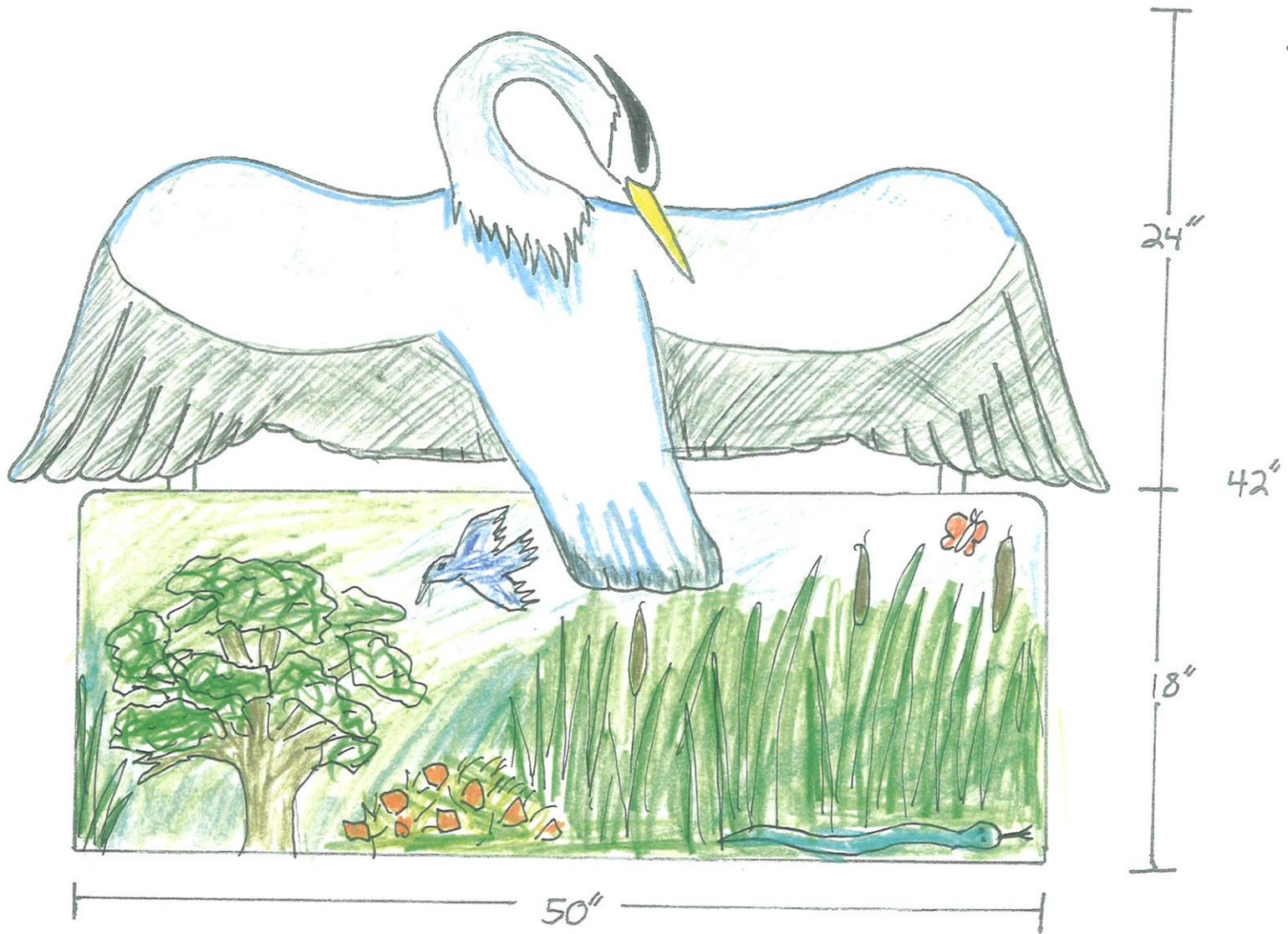
The bench platform as described above will then be surfaced with mosaic and hand-made relief tiles to create a decorative and functional seating surface. This is the portion that will involve direct hands-on community involvement in the form of an on-site open community build workshop. The workshop, to be overseen and supplied by the experienced community built team at Billick Rock Art, will focus on informing participants about the "No Dumping- Drains to River" program and how this connects to the natural flora and fauna of the Mokelumne River watershed. Participants from the Lodi community will then be guided in selecting images that relate to the educational and aesthetic goals of the bench from a prepared catalogue of images. Images will include native species such as foothill yellow-legged frogs, otters, pine martens, valley oaks, golden poppies, trout, salmon, reptiles, and birds. Final composition will follow proposed drawings, however final appearance will involve the communities input and decisions during the community build workshop. A variety of simple techniques will then be demonstrated to allow Lodi community members to create their own unique glazed ceramic relief tile representing the chosen image. A Cone 5 single fire technique will allow community build participants to both sculpt and glaze their tile in a single sitting. Further off-site preparation for installation in accordance with the materials and methods specified in the call-to-artists will take place at the Billick Rock Art studios in Davis, California.

### Installation of Finished Work

Once the respective sections and panels of the bench have been fabricated and the on-site 18"x50"x21" concrete bench platform is complete, final and permanent installation can take place. Durock brand cement backer board sections with the community built mosaic and ceramic tile watershed composition will be affixed to the base using a high quality and exterior grade adhesive. Next, the sculpted cement Great Blue Heron backrest can be lowered onto the steel mounting frame and secured using two hidden ½" stainless steel lag screws and a high-grade marine epoxy. Finally, any gaps between the tiles, mosaic panels, or sculpted backrest will be filled with a uniform color of grout that will tie together the various sections and leave the bench visually seamless. A clear anti-graffiti sealer may be applied to any exposed concrete to protect from possible vandalism. Additionally, a sand-blasted tile donor plaque will be created in-studio and presented to the city for approval.



FRONT VIEW



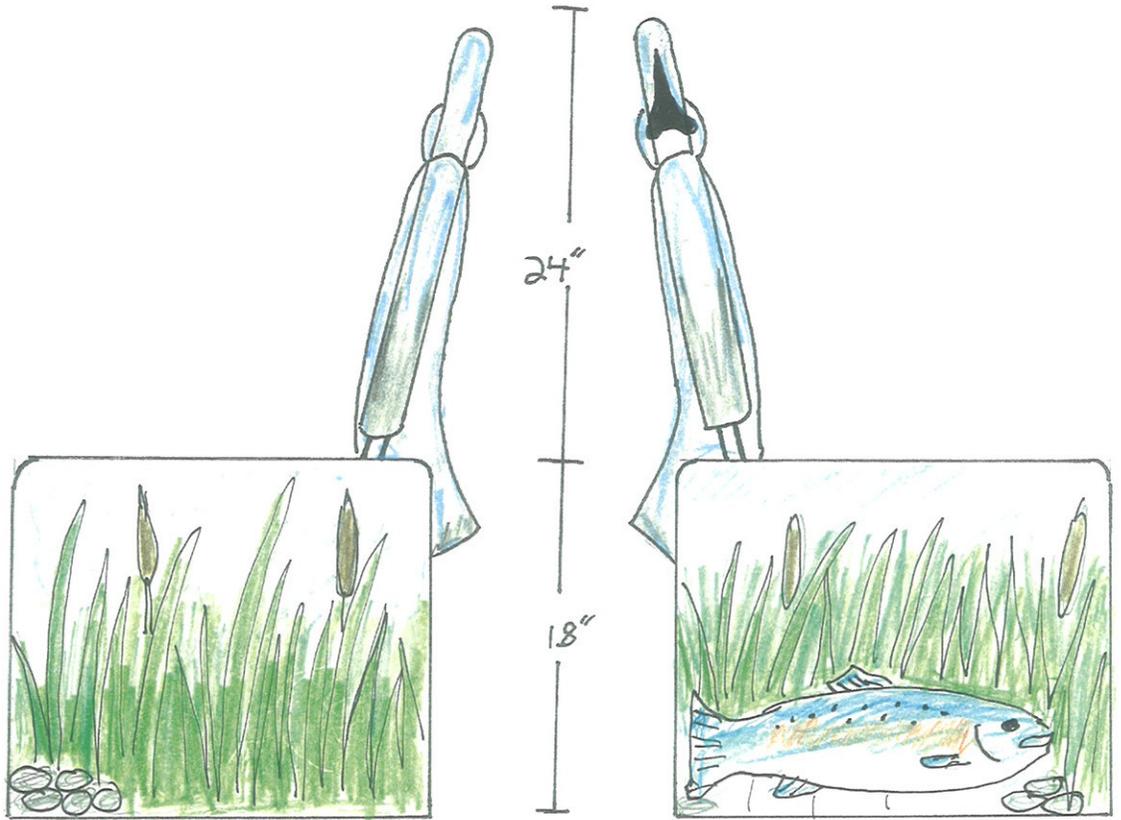
24"

42"

18"

50"

BACK SIDE



RIGHT VIEW

LEFT VIEW

Billick Rock Art/ Wes Horn  
Great Blue Heron-Lodi Community Build Bench  
Budget

|                                |            |
|--------------------------------|------------|
| Clay .....                     | \$250.00   |
| Glazes and ceramic tools ..... | \$380.00   |
| Mosaic tile .....              | \$350.00   |
| Adhesives and epoxy .....      | \$200.00   |
| Cement and steel .....         | \$600.00   |
| Tools and miscellaneous .....  | \$400.00   |
| Donor plaque .....             | \$150.00   |
| Studio cost .....              | \$620.00   |
| Labor .....                    | \$1,650.00 |
| Transportation .....           | \$400.00   |
| <u>TOTAL BUDGET</u> .....      | \$5000.00* |

\*a minimum %50 payment is required upon proposal approval to allow for initial material and labor costs with the remainder due after installation.



**HERITAGE SCHOOL  
CLEAN WATER MURAL**

Created by Ms. Grotzke's  
2011-2012 4th Grade Class

Special thanks: Clean Water to River  
Inc. and the water for water protection.

October 18, 2012  
Funded by the  
City of Cook County, North Egg







***HELEN M. THOMSON  
CHILDREN'S ANNEX***

## Image Sheet

1. Community-build style ceramics workshop held at Heritage Elementary School in Lodi, California for “Clean Water Mural”. 2012.
2. Finished and installed “Clean Water Mural”, 4’x4’, hand-made ceramic relief tiles and mosaic. 2012 Heritage Elementary.
3. Participating students posing with finished and installed “Delta Project Bench” 18”x48”x24”, hand-made ceramic relief tiles and mosaic. 2013 Heritage Elementary.
4. “Tour of Putah Creek” 38”x15’, hand-made ceramic relief tiles and mosaic. 2011. children’s section of Yolo County Public Library’s Davis branch.

\*All images depict projects that are collaborations of Billick Rock Art, Wes Horn, and the communities in which they are installed.

## **WESLEY T. HORN**

35301 County Road 31  
Davis, CA 95616

weshornart.com  
(530) 304-6445

**EDUCATION:** HOOD COLLEGE, Frederick, Maryland. 2005- 2009  
Recipient of four-year Trustee Scholarship. Major: Political Science and History

**PUBLIC ART EXPERIENCE:** "Natural Balance." Fabrication and install. Lake Solano Park, California. 2009.

"Oak Discovery Trail" UCD Arboretum. Fabrication and install. Davis, California 2010.

John Natsoulas Gallery Mosaic walk-up coffee window. Design, fabrication, and install. Corner of First and E Streets, Davis, California. 2010.

"Tour de Davis: Putah Creek" Mosaic Mural. Design, fabrication and install. Mary L. Stephens Yolo County Library. Children's Annex, Davis, California. 2010

"Tour de Davis: Downtown Davis" Mosaic Mural. Design, fabrication and install. Mary L. Stephens Yolo County Library, Children's Annex Davis, California. 2011

"Davis Transmedia Art Walk" co-creator, installation and site prep supervisor, permanent exhibition of work. Davis, California. 2012

"Heritage School Delta Bench" ceramic workshop and installation, Heritage Elementary Lodi, CA 2013

**EXHIBITIONS:** JOHN NATSOULAS GALLERY Davis, California. Rooftop garden exhibit. 2010- Present

A NEW LEAF GALLERY/SCULPTURESITE, Sonoma, California. Ongoing sculpture display. October 2010- Present

CERAMICS ANNUAL OF AMERICA, Fort Mason Annex San Francisco, California, 2010, 2012, 2013

CAL SHAKES: WORKS IN NATURE, California Shakespeare outdoor theater and grounds, Orinda, California. May-October 2012

18<sup>TH</sup> ANNUAL SCULPTURE IN THE GARDEN Ruth Bancroft Garden, Walnut Creek, CA. 2012

ART ON THE PLAZA Riverfront Plaza Condominiums, Sacramento, California October 2012, 2013

VILLAGE THEATRE ART GALLERY "What's So Funny", Danville, California March 8-April 19 2013

CITY OF ORINDA SCULPTURE PROGRAM outdoor exhibition, Downtown Orinda, November 2012- November 2013

**EMPLOYMENT:** JOHN NATSOULAS CENTER FOR THE ARTS Davis, California. 2002- Present.  
Art hanging, installation, display and delivery.

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

|                         |   |          |         |
|-------------------------|---|----------|---------|
| TO:                     | Internal Services Dept. - Budget Division |          |         |
| 3. FROM:                | PRCS Director                             | 5. DATE: | 4/16/14 |
| 4. DEPARTMENT/DIVISION: | Parks, Recreation & Cultural Services     |          |         |

### 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

|                              | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE                  | AMOUNT    |
|------------------------------|--------|-------------|-----------|--------------------------------|-----------|
| A.<br>SOURCE OF<br>FINANCING | 1214   | N/A         | 3205      | Fund balance                   | \$167,000 |
|                              |        |             |           |                                |           |
|                              |        |             |           |                                |           |
|                              |        |             |           |                                |           |
| B.<br>USE OF<br>FINANCING    | 1214   | 1214018     | 1820      | Great Blue Heron Bench Project | \$5,000   |
|                              |        |             |           |                                |           |
|                              |        |             |           |                                |           |
|                              |        |             |           |                                |           |

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

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

At the recommendation of the Art Advisory Board, Art in Public Places funds will be used to provide a Great Blue Heron Watershed Education Bench at the downtown Post Office plaza, and community-build workshop.

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

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

Department Head Signature: \_\_\_\_\_

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

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

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROPRIATING \$5,000 FROM THE ART IN PUBLIC  
PLACES FUND FOR A GREAT BLUE HERON  
WATERSHED EDUCATION BENCH AND WORKSHOP

=====

WHEREAS, the Art Advisory Board seeks ways to bring art to the public through the Art in Public Places Fund which is funded by the development impact mitigation fee program; and

WHEREAS, the Art in Public Places Fund Art Advisory Board approved the Great Blue Heron Watershed Education bench project at their October 2013 meeting; and

WHEREAS, a call for proposals from the Art in Public Places Art Advisory Board for the project was conducted and the project was awarded to Wes Horn and Donna Billick, a Davis design team who has successfully overseen many community build style ceramic art projects; and

WHEREAS, the proposed Lodi project will be produced under the direction of the Public Works Department's Watershed Education Coordinator; and

WHEREAS, a bench (50"W x 40"H x 18"D) will be installed in downtown Lodi near the Post Office Plaza on South School Street, with the estimated workshop and installation date set for spring 2014.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate \$5,000 from the Art in Public Places Fund for a Great Blue Heron Watershed Education bench and workshop.

Dated: April 16, 2014

=====

I hereby certify that Resolution No. 2014-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held April 16, 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

TM

**AGENDA TITLE:** Confirm that the Impact Fee Ordinance Controls Over Any Conflicting Ordinances Setting Forth a Water Impact Fee

**MEETING DATE:** April 16, 2014

**PREPARED BY:** City Manager

---

**RECOMMENDED ACTION:** Confirm that the Impact Fee Ordinance controls over any conflicting ordinances setting forth a water impact fee.

**BACKGROUND INFORMATION:** Ordinarily, impact fees can only be charged if they exist at the time the discretionary permits for the project are approved. In the case of the water impact fee, the City faced a unique quandary. It had a water impact it knew it needed to mitigate but did not yet have a fee program in place to provide the mitigation. To address that mitigation, the Lodi City Council approved several projects with a set impact fee. Resolution 2009-58 states:

*The City is currently developing a Water Capacity Impact Fee to pay for the costs to construct a water treatment plant necessary to provide water to the Project. In lieu of paying the fee as ultimately adopted, Project has agreed to pay a current fee estimate of \$765,050 (1.43 times project Sewer Service Units (SSU's) times \$5,000) prior to the development of the first parcel. The purpose of paying a fee now is to obtain certainty of costs and the Project shall not be subject to future assessment or refund in the event the fee is ultimately higher or lower than the amount set forth above.*

The projects subjected to the fee include the Lodi Shopping Center and Reynolds Ranch, though the Reynolds Ranch project has largely been released of the obligation through termination of the Development Agreement. Subsequent to those approvals, the water impact fee was calculated at a much lower rate than set in the project approvals in Ordinance 1870. Although we do not currently know the size of the meters at the Lodi Shopping Center, staff estimates that the fee would be approximately one-third of the fee calculated in Resolution 2009-58.

Staff supports imposition of the actual impact fee adopted by Ordinance 1870. As Council knows, AB 1600 tightly controls the imposition of impact fees and it would be difficult to support an impact fee in excess of the after-calculated fee.

**FISCAL IMPACT:** Project will pay for its fair share of the impact fee program.

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Stephen Schwabauer  
Interim City Manager

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Set a Public Hearing for May 7, 2014, to approve the Final 2014-2018 Consolidated Plan for the Community Development Block Grant Program

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Community Development Department

---

**RECOMMENDED ACTION:** Set a public hearing for May 7, 2014 to approve the Final 2014-2018 Consolidated Plan for the Community Development Block Grant Program.

**BACKGROUND INFORMATION:** A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The Consolidated Plan a five-year plan for identifying and addressing community needs and it contains an assessment that defines housing and community development needs for low-income persons and families, as well as a variety of special needs populations, including homeless, elderly, and disabled persons. The needs assessment is based on Census data, other available data sources, and input from community residents and service providers.

An Action Plan which provides a detailed description of each activity proposed as well as the City's CDBG budget for the 2014-15 fiscal year is incorporated in the Consolidated Plan.

The Draft 2014-2018 Consolidated Plan was reviewed and approved by the City Council on April 2, 2014 and then made available for public review and comment from April 7<sup>th</sup> through May 7<sup>th</sup>. Any public comments received during that 30-day period, and any supplemental information required for the Consolidated Plan document will be provided at the May 7<sup>th</sup> Public Hearing.

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:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Stephen Schwabauer  
Interim Community Development Director

SS/jw

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager

**Comments by the public on non-agenda items**

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

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

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

**Comments by the City Council Members on non-agenda items**



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Presentation of the Draft 2014 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for San Joaquin County by San Joaquin Council of Governments (SJCOG) Representatives

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Community Development Department

---

**RECOMMENDED ACTION:** Receive presentation of the draft 2014 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for San Joaquin County by San Joaquin Council of Governments (SJCOG) representatives.

**BACKGROUND INFORMATION:** SJCOG, as the Regional Transportation Planning Agency and the Metropolitan Planning Organization for San Joaquin County, has been actively working on the draft 2014 Regional Transportation Plan/Sustainable Communities Strategy for San Joaquin County.

The Regional Transportation Plan (RTP) is a long-range transportation plan that is developed and updated by SJCOG every four years. The RTP guides investments in transportation improvements throughout the region. Using growth forecasts and economic trends that project out to 2040, the RTP considers the role of transportation in the broader context of economic, environmental, and quality-of-life goals for the future, and identifies regional transportation strategies to address our mobility needs.

The Sustainable Communities Strategy (SCS) is a newly required element of the RTP. The SCS will integrate land use and transportation strategies that achieve Air Resource Board emissions reduction targets.

SJCOG is the lead agency in facilitating the development of the RTP. Throughout the development of the RTP, SJCOG staff are guided by numerous advisory committees, county transportation commissions, local governments, several state and federal agencies including Caltrans, environmental and business communities, tribal governments, non-profit groups, as well the general public. The end result of this collaborative process is a RTP that reflects public consideration and addresses the region's needs.

City of Lodi staff actively participated in the RTP process, ensuring that Lodi's existing and future land use plans, proposed development and circulation needs have been included in the draft RTP. Staff will continue to participate in the process and ensure that City concerns and short and long term circulation needs are met on a regional basis.

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, Interim City Manager

Lodi projects included within the RTP/SCS include: the Harney Lane overcrossing/railroad grade separation, capital financing for Lodi Grapeline service and operations, Sacramento Street enhancements, various street rehabilitations, widening and signalization, Harney Lane / Highway 99 interchange improvements, and Kettleman Lane / Highway 99 interchange improvements. Other Lodi transportation system improvements are included that help reduce regional transportation congestion and connectivity.

The draft document is now out for a 55-day public comment period that ends April 23, 2014 and can be found on the SJCOG website. Staff has been reviewing the draft document to ensure City concerns are incorporated into the plan. A copy of the draft RTP/SCS Executive Summary is provided as Attachment A. A final RTP/SCS will be published in the future.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Stephen Schwabauer  
Interim Community Development Director

# EXECUTIVE SUMMARY

REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY





# EXECUTIVE SUMMARY

The 2014 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) represents a new chapter in the development of the San Joaquin region's transportation system. Referred to as "The Plan," the Plan incorporates the clear mandate from the citizens of San Joaquin County who succeeded in 2006, with 78 percent of the vote, to extend Measure K an additional 30 years. It is comprehensive in its response to new federal statutes embodied in the MAP-21 (Moving Ahead for Progress in the 21st Century) and state statutes including Senate Bill (SB) 375. The Plan continues to provide a "sustainability vision" for 2040 that recognizes the significant impact the transportation network has on the region's public health, mobility, and economic vitality. As the region's comprehensive long-range transportation planning document, the Plan serves as a guide for achieving public policy decisions that will result in balanced investments for a wide range of multimodal transportation improvements.





## Senate Bill 375

With the passage of SB 375 in 2009, metropolitan planning organizations were required to develop a Sustainable Communities Strategy (SCS). An SCS must demonstrate an ambitious, yet achievable, approach to how land use development and transportation can work together to meet greenhouse gas emission reduction targets for cars and light trucks. These targets, set by the California Air Resources Board, call for the region to reduce per capita emissions 5 percent by 2020 and 10 percent by 2035. If a metropolitan planning organization is unable to meet the targets through the SCS, then an alternative planning strategy must be developed which demonstrates how targets could be achieved.

As the metropolitan planning organization and the regional transportation planning agency for San Joaquin County, the San Joaquin Council of Governments (SJCOG) has developed its first RTP that incorporates an SCS. It is important to note while the RTP builds the SCS as a new element along with the traditional policy element, action element, and financial element, this is not the first plan with sustainability features. San Joaquin's RTP has always embodied policies and strategies committed toward sustainability through air quality measures, environmental preservation and conservation objectives, and growth management strategies.

## What is the RTP/SCS (The Plan)?

The Plan reflects a region-specific, balanced multimodal plan that not only achieves the intent and promise of SB 375, but can be implemented through existing and planned programs or policies. In fact, the development of the Plan began from extensive work already rooted in existing plans and programs. The Plan foundation comprises recent household and job growth forecasts, market demand and economic studies, and transportation studies including SJCOG's Smart Growth Transit Oriented Development Plan, Goods Movement Study, and Regional Bike/Pedestrian Master Plan. The achievements of the plan are summarized in Figure ES.1

## Civic Engagement

This Plan embodies local visions through local input. Local experts in the fields of housing, land use, environment, and public works participated in the RTP/SCS development through a formal advisory committee or through other avenues of public feedback (e.g., workshops, online input through social media or web surveys, and public comment opportunities at SJCOG committees and board meetings).

**Figure ES.1 What's in it for me?**





These interests provided perspectives on economic development, environmental preservation, air quality, public health, environmental justice, and farmland conversation/preservation which all helped to reshape existing RTP goals, policies, and objectives. A series of public workshops to get feedback from the public also guided the direction of transportation investments for the region within the context of San Joaquin’s future population, employment, and housing growth.

### Policies and Supportive Strategies

The Plan can be considered the San Joaquin region’s “statement of priorities” for the future transportation system from 2012 through 2040. Therefore, at the highest level, the policies, supportive strategies, and performance indicators for this document are all designed to articulate: (1) what the region wants the future transportation system to look like; (2) what types of decisions will help the region attain its vision; and (3) the performance measures or indicators by which the region can assess its progress. In fact, establishing clear linkages between the broad, value-laden goals and the more specific performance indicators helps to provide a tangible path toward feasible implementation. The policies and supportive strategies are identified in Figure ES.2



**Figure ES.2**

| Policy and Supportive Strategies   |  |
|--|--|
| <b>Policy: Enhance the Environment for Existing and Future Generations and Conserve Energy</b> |  |
| Strategy #1:   | Encourage Efficient Development Patterns that Maintain Agricultural Viability and Natural Resources  |
| Strategy #2:   | Enhance the Connection between Land Use and Transportation Choices through Projects Supporting Energy and Water Efficiency                             |
| Strategy #3:   | Improve Air Quality by Reducing Transportation-Related Emissions   |
| <b>Policy: Maximize Mobility and Accessibility</b>   |  |
| Strategy #4:   | Improve Regional Transportation System Efficiency  |
| Strategy #5:   | Optimize Public Transportation System to Provide Efficient and Convenient Access for Users at All Income Levels  |
| Strategy #6:   | Facilitate Transit-Oriented Development to Maximize Existing Transit Investments   |
| Strategy #7:   | Provide Transportation Improvements to Facilitate Non-Motorized Travel   |
| Strategy #8:   | Improve Major Transportation Corridors to Minimize Impacts on Rural Roads  |
| <b>Policy: Increase Safety and Security</b>  |  |
| Strategy #9:   | Facilitate Projects that Reduce the Number of and Severity of Traffic Incidents  |
| Strategy #10:  | Encourage and Support Projects that Increase Safety and Security   |
| Strategy #11:  | Improve Communication and Coordination between Agencies and Public for Emergency Preparedness  |
| <b>Policy: Preserve the Efficiency of the Existing Transportation System</b>                   |  |
| Strategy #12:  | Optimize Existing Transportation System Capacity through Available and/or Innovative Strategies  |
| Strategy #13:  | Support the Continued Maintenance and Preservation of the Existing Transportation System   |
| Strategy #14:  | Encourage System Efficiency with Transportation Improvements that Facilitate Great Jobs/Housing Balance  |
| Strategy #15:  | Improve Transportation Options Linking Residents to Employment Centers within and out of the County  |
| <b>Policy: Support Economic Vitality</b>   |  |
| Strategy #16:  | Improve Freight Access to Key Strategic Economic Centers   |
| Strategy #17:  | Promote Safe and Efficient Strategies to Improve the Movement of Goods by Water, Air, Rail, and Truck  |
| Strategy #18:  | Support Transportation Improvements that Improve Economic Competitiveness and/or Revitalization of Commercial Corridors and Strategic Economic Centers |

## Policy and Supportive Strategies

### **Policy: Promote Interagency Coordination and Public Participation for Transportation Decision-Making and Planning Efforts**

Strategy #19: Provide Equitable Access to Transportation Planning

Strategy #20: Engage the Public Early, Clearly, and Continuously

Strategy #21: Use a Variety of Methods to Engage the Public, Encouraging Representation from Diverse Income and Ethnic Backgrounds

### **Policy: Maximize Cost-Effectiveness**

Strategy #22: Support the Use of State and Federal Grants to Supplement Local Funding and Pursue Discretionary Grant Funding Opportunities from Outside the Region

Strategy #23: Support Projects that Maximize Cost Effectiveness

Strategy #24: Maximize Funding of Existing Transportation Options

### **Policy: Improve the Quality of Life for Residents**

Strategy #25: Encourage Transportation Investments that Support a Greater Mix of Housing Options at All Income Levels

Strategy #26: Improve the Connection Between Land Use and Transportation

Strategy #27: Enhance Public Health through Active Transportation Projects

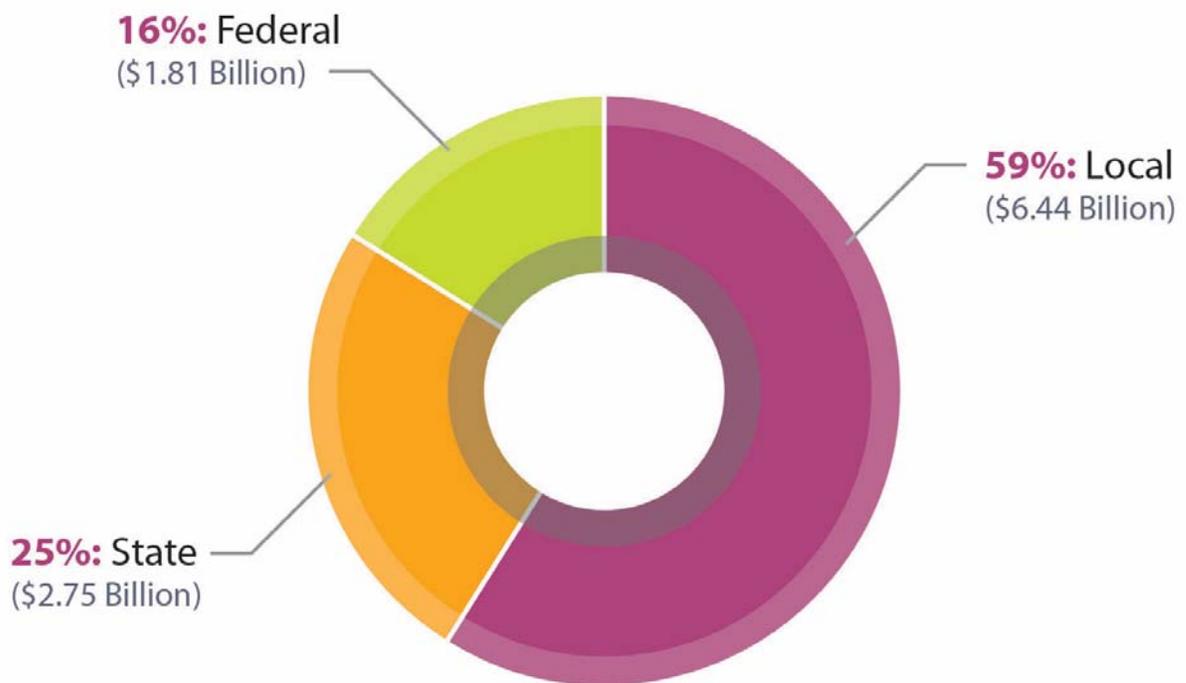


## Financial Plan

The investment strategy is a balanced approach to multimodal development intended to fulfill the objectives and performance indicators which guide the Plan and move toward achievement of the long-term transportation goals for the region. The transportation investments in the Plan are based on

an estimate of available funding through 2040 including reasonably expected federal, state, and local revenue sources. In total, the Plan assumes \$11 billion in projected revenues to be available within the time period to 2040, from sources as illustrated in Figure ES.3

**Figure ES.3: Revenue Forecast by Fund Source  
(years 2014-2040)**





Some features of the financial plan are:

- Provides \$3.52 billion to transit including bus and passenger rail. This represents a 28.1 percent increase in transit funding over the 2011 RTP.
- Reduces investment in roadway capacity expansion by \$3.27 billion, a 26.3 percent decrease from the 2011 RTP which directly translates into major reductions in vehicle emissions.
- Over \$7 billion of the \$11 billion in RTP/SCS investments are for state highway and regional roadway maintenance and expansion.
- Provides investments in active transportation that fosters walking and biking. The total investment in active transportation infrastructure provides for over 822 miles of new Class 1, 2, and 3 bicycle lanes throughout San Joaquin County. An additional 6 percent of the

funds are identified for active transportation non-infrastructure investments. These projects include education, encouragement, and enforcement programs in support of walking and bicycling as well as planning and transit integration projects.

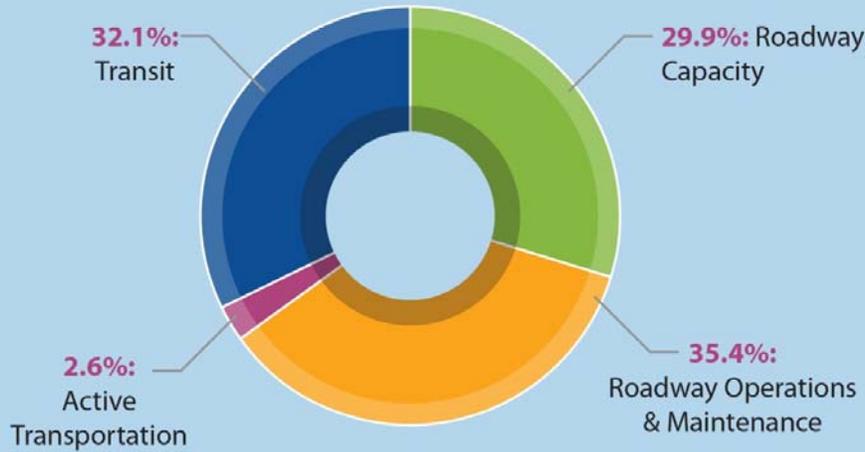
- The revenues established for community enhancements within the Plan are based upon a target to fund 75 percent (45 miles) of the roadway frontages adjacent to the infill “opportunity areas” identified in the 2012 SJCOG Regional Smart Growth and Transit-Oriented Development Plan and a cost per mile average of current streetscape projects.
- Invests of \$282 million in active transportation and community enhancements, a 78 percent increase from the 2011 RTP.

### Plan Performance

Some key performance results of the Plan are summarized in Figure ES.4.

# Sustainable Communities Strategy

## Transportation Investments by Mode (years 2014-2040)



## Reduced Greenhouse Gases

**-23.9% by 2020 & -24.6% by 2035**  
from 2005 baseline

### Enhancing the Environment



- **10,707 fewer** acres of Prime Farmland Developed
- Average residential household energy use decreases **45%**
- **193 gallons** of water per household saved every day

### Preserving Efficiency of Transportation System

- **24%** of all Households and **39%** of all Jobs will be in a High Quality Transit Area by 2040
- Carpool lanes on I-5 and I-205
- Crosstown Freeway extension to Port of Stockton

### Maximizing Mobility & Accessibility

- Expansion of Bus Rapid Transit
- Increased bus service frequency
- Altamont Corridor Express service to Ripon and Modesto
- New ACE Lathrop and Tracy alignment
- Decrease in congested travel time



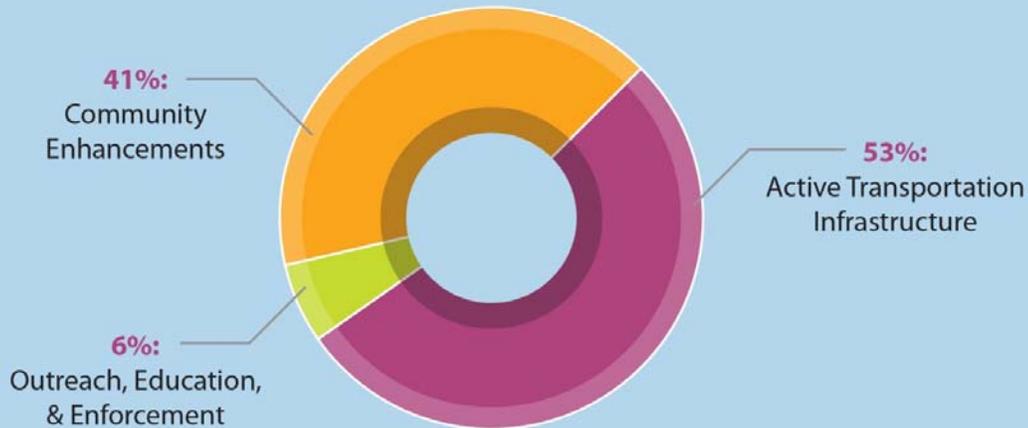
### Supporting Economic Vitality



- Average of **4,833** full time equivalent **jobs created** by RTP projects annually
- Infrastructure improvements streamline goods movement

# Sustainable Communities Strategy

## Active Transportation Investments (years 2014-2040)



### Increasing Safety & Security



- **\$190 Million** for railroad grade separations
- Modified interchange ramps
- Improved shoulders
- Electronic message boards, CCTV, synchronized traffic signals

### Improving Public Health & Building Communities



Housing density increases from **4.4** to **9** units per acre

Transit Oriented Development and Smart Growth community enhancements:

- Improved Sidewalks
- Pedestrian Street Lighting
- Traffic Calming
- Landscaping

### Expanding Active Transportation



- Near term and long term bicycle, pedestrian, and Safe Routes to School capital projects
- **78% more** invested in Active Transportation over 2011 RTP
- **822 miles** of new Class I, II, and III bike lanes

### Ensuring Social Equity

- **6.5% higher** transit accessibility for communities of concern for routes with at least 2 buses per hour
- **0.26% decrease** in income spent on Transportation
- Increased variety of housing choices

