



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: May 1, 2013

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

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

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) Potential Initiation of Litigation: Government Code Section 54956.9(d)(4); City of Lodi v. San Joaquin County Regarding Property Tax Administration Fee
- b) Prospective Sale of Current Fire Station No. 2 Property Located at 705 East Lodi Avenue, Lodi, CA; the Negotiating Parties are Wayne Craig for J-C General Engineering, Inc. and Rad Bartlam for the City of Lodi; Price and Terms of the Sale Are Under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Walk for the Health of It Day Proclamation (CLK)
- B-2 Bike to Work Week Proclamation (PW)
- B-3 Peace Officers' Memorial Month Proclamation (PD)
- B-4 Presentation Regarding Youth Energy Summit (EUD)

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

- C-1 Receive Register of Claims in the Amount of \$7,563,964.97 (FIN)
- C-2 Approve Minutes (CLK)
 - a) April 16 and 23, 2013 (Shirtsleeve Sessions)
 - b) April 17, 2013 (Regular Meeting)
- C-3 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- C-4 Accept the Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

- C-5 Approve Specifications and Authorize Advertisement for Bids to Procure Padmount Transformers (EUD)
- C-6 Approve Specifications and Authorize Advertisement for Bids to Procure Wood Poles (EUD)
- Res. C-7 Adopt Resolution Awarding Contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc, of French Camp (\$811,118), and Appropriating Funds (\$850,000) (PW)
- Res. C-8 Adopt Resolution Awarding Contract for Katzakian Park Restroom Repair Project to Poser Construction, of Lodi (\$14,000) (PW)
- Res. C-9 Adopt Resolution Rejecting Single Bid, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for the Hutchins Street Square Pool Refinishing Project (PW)
- C-10 Accept Improvements Under Contract for 2011 Asphalt Rubber Cape Seal Project (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Wireless Microwave Link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom (\$25,914.17) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Band Screen Chain and Side Seal Tracking and Field Services for the White Slough Water Pollution Control Facility with Sole Source, JWC Environmental, of Costa Mesa (\$60,880) (PW)
- Res. C-13 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Boiler Inspection, Cleaning, and Repair at White Slough Water Pollution Control Facility with R.F. MacDonald Company, of Modesto (\$44,715) (PW)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Rental and Installation of Generator for the White Slough Water Pollution Control Facility with Holt of California, of West Sacramento (\$37,900.68) (PW)
- Res. C-15 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Design of Library Renovation Phase 3 Project with WMB Architects, of Stockton (\$29,805), and Appropriating Funds (\$35,000) (PW)
- Res. C-16 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City (\$29,925) (PW)
- Res. C-17 Adopt Resolution Authorizing the City Manager to Execute Project Architect Agreement for Design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland (\$309,829), and Appropriating Funds (\$340,000) (PW)
- Res. C-18 Adopt Resolution Authorizing the City Manager to Execute Improvement Deferral Agreement for 32 East Tokay Street (PW)
- Res. C-19 Adopt Resolution Approving the Northern California Power Agency (NCPA) Agreement Regarding the Use and Non-Disclosure of Information for NCPA Projects and Authorizing Execution by the City Manager (EUD)
- Res. C-20 Adopt Resolution Authorizing the City Manager to Execute an Agreement with Macias, Gini, & O'Connell, LLP for Auditing Services for the Fiscal Years Ending June 30, 2013, 2014, and 2015 (CM)
- Res. C-21 Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000) (PRCS)
- Res. C-22 Adopt Resolution Approving Activity Guide Printing Agreement with Casey Printing, Inc., of King City, for Fiscal Year 2013/14 (\$22,145.52) (PRCS)
- Res. C-23 Adopt Resolution Appropriating \$1,850 from the Art in Public Places Fund for Work Related to the Library Bike Rack Project (PRCS)

- Res. C-24 Adopt Resolution Approving CalPERS Employer Paid Member Contributions (CM)
- C-25 Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System (PRCS)
- C-26 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Support for AB 1229 (Atkins) and a Letter of Opposition to AB 325 (Alejo) (CLK)
- Res. C-27 Adopt Resolution of Intent to Vacate Pedestrian Access Between Holly Drive and Daisy Avenue, East of Ham Lane, and Set Public Hearing for June 5, 2013 (PW)
- C-28 Set Public Hearing for May 15, 2013, to Consider Revisions to the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Required Schedule (CM)

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

- Ord. G-1 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter (Introduce) 13.20 – Electrical Service – by Adding Section 13.20.330, “Schedule IE – Industrial Equipment Pilot Charging Rate” (EUD)
- Res. G-2 Public Hearing to Consider Adopting a Resolution Approving the Final 2013/14 Action Plan for the Community Development Block Grant Program (CD)

H. Communications

- H-1 Post for Expiring Terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission (CLK)

I. Regular Calendar – None

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1875 Entitled, “An Ordinance of the City Council of the City of Lodi (Adopt) Rescinding Ordinance No. 1654, Disestablishing the Downtown Lodi Business Improvement Area No. 1 and Discontinuing the Levy of a Special Business Tax Therein” (CLK)

K. Adjournment

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

Randi Johl
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Walk for the Health of It Day Proclamation
MEETING DATE: May 1, 2013
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Nakanishi to present proclamation proclaiming Saturday, May 11, 2013, as “Walk for the Health of It Day” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming Saturday, May 11, 2013, as “Walk for the Health of It Day” in the City of Lodi. A representative from Lodi Health will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Proclamation Proclaiming May 13-17, 2013, as “Bike to Work Week” in Lodi

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming May 13-17, 2013, as “Bike to Work Week” in Lodi.

BACKGROUND INFORMATION: National Bike to Work Week is a call to action for commuters to try bicycling to work rather than driving. Bicycling improves air quality and rider health, and it reduces congestion on roadways. On Tuesday, May 7, 2013, a representative from San Joaquin Council of Governments’ Commute Connection will have a booth available at City Hall, and employees and residents may obtain information about biking to work in our community. Various employers throughout Lodi will also be participating in Bike to Work Week.

Michael Caponio, Executive Director of the San Joaquin Bicycle Coalition, will be present to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Julia Tyack, Transportation Planner

FWS/JMT/pmf

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation of Proclamation Proclaiming the Month of May 2013 as Peace Officers' Memorial Month in Lodi

MEETING DATE: May 1, 2013

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Presentation of proclamation proclaiming the month of May 2013 as Peace Officers' Memorial month in Lodi.

BACKGROUND INFORMATION: California Peace Officers' Memorial ceremonies have been conducted in the State Capitol since 1977. The ceremony honors the 19,450 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 120 line-of-duty deaths in 2012, California's loss was two officers. This year, the week of May 12 through May 18 is designated National Police Week.

On Monday, May 6, the Lodi Police Honor Guard will participate in the California Peace Officers' Memorial enrollment ceremony in Sacramento. On Wednesday, May 8, the Honor Guard will participate in the Stockton Police Officers Association's memorial service honoring fallen law enforcement officers from throughout San Joaquin County.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Mark Helms
Chief of Police

MH:pjt

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation Regarding Youth Energy Summit

MEETING DATE: May 1, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Presentation regarding Youth Energy Summit.

BACKGROUND INFORMATION: Earlier this year, Lodi Electric Utility, in partnership with the LegiSchool-Sacramento State University and the Sacramento Municipal Utility District, sponsored the fifth Annual Youth Energy Summit or YES. The event introduced high school students to energy innovations, legislation regarding renewable and sustainable energy, careers in the utility and “green” profession, alternative-fueled vehicles, and much more during a two-day training session in Sacramento held in late January.

Once the students and their team mentors completed the two-day training session, they returned to their respective communities (Lodi and Sacramento city/county area) and developed a community service learning project, with the focus of this year’s YES event being the “Business of Being Green.” The teams of students and their adult mentors then returned to the grounds of the State Capitol on April 26th, and presented their service learning project to a panel of judges. A total of 18 teams of students participated in the contest, all vying for college scholarships, ranging from \$500 per team member to \$1,000 per team member.

For the fifth consecutive year, Lodi High School fielded a team to participate in the Youth Energy Summit, and for the second year, Tokay High School participated in the Summit. Those students and their mentor are being recognized this evening for their participation.

FISCAL IMPACT: Not applicable.

FUNDING: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager

EK/RSL/1st

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through April 11, 2013 in the Total Amount of \$7,563,964.97.

MEETING DATE: May 1, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$7,563,964.97.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$7,563,964.97 through 04/11/13. Also attached is Payroll in the amount of \$1,206,402.50.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page
Date
Amount

- 1
- 04/17/13

| As of Thursday | Fund | Name | Amount |
|-------------------|-------|--------------------------------|--------------|
| 04/11/13 | 00100 | General Fund | 1,151,656.85 |
| | 00120 | Vehicle Replacement Fund | 14,287.28 |
| | 00160 | Electric Utility Fund | 3,318,642.32 |
| | 00164 | Public Benefits Fund | 13,917.45 |
| | 00166 | Solar Surcharge Fund | 6,223.52 |
| | 00170 | Waste Water Utility Fund | 1,136,217.89 |
| | 00180 | Water Utility Fund | 372,262.81 |
| | 00181 | Water Utility-Capital Outlay | 12,249.54 |
| | 00210 | Library Fund | 34,713.62 |
| | 00234 | Local Law Enforce Block Grant | 182.98 |
| | 00235 | LPD-Public Safety Prog AB 1913 | 61.96 |
| | 00236 | LPD-OTS Grants | 25,674.79 |
| | 00239 | CalGRIP | 6,903.36 |
| | 00260 | Internal Service/Equip Maint | 49,488.41 |
| | 00270 | Employee Benefits | 468,338.24 |
| | 00300 | General Liabilities | 220.00 |
| | 00310 | Worker's Comp Insurance | 106,583.89 |
| | 00321 | Gas Tax-2105,2106,2107 | 3,671.50 |
| | 00322 | Gas Tax -2103 | 96.87 |
| | 00325 | Measure K Funds | 9,950.00 |
| | 00340 | Comm Dev Special Rev Fund | 419.35 |
| | 00347 | Parks, Rec & Cultural Services | 51,290.68 |
| | 00410 | Bond Interest & Redemption | 483,420.47 |
| | 00444 | HUD-Federal Sustainable Comm | 23,850.18 |
| | 00459 | H U D | 1,190.88 |
| | 01211 | Capital Outlay/General Fund | 8,400.00 |
| | 01212 | Parks & Rec Capital | 13,609.20 |
| | 01250 | Dial-a-Ride/Transportation | 125,210.73 |
| | 01251 | Transit Capital | 18,935.40 |
| | 01252 | Transit-Prop. 1B | 44,553.00 |
| | 01410 | Expendable Trust | 37,327.80 |
| Sum | | | 7,539,550.97 |
| | 00184 | Water PCE-TCE-Settlements | 84.00 |
| | 00190 | Central Plume | 4,080.00 |
| | 00191 | Southern Plume | 20,250.00 |
| Sum | | | 24,414.00 |
| Total Sum | | | 7,563,964.97 |

Council Report for Payroll

| Payroll | Pay Per Date | Co | Name | Gross Pay |
|-------------------|--------------|-------|--------------------------------|--------------|
| Regular | 04/14/13 | 00100 | General Fund | 730,684.24 |
| | | 00160 | Electric Utility Fund | 133,078.01 |
| | | 00161 | Utility Outlay Reserve Fund | 10,004.90 |
| | | 00170 | Waste Water Utility Fund | 106,674.52 |
| | | 00180 | Water Utility Fund | 15,284.90 |
| | | 00210 | Library Fund | 23,870.50 |
| | | 00235 | LPD-Public Safety Prog AB 1913 | 1,709.21 |
| | | 00239 | CalGRIP | 648.30 |
| | | 00260 | Internal Service/Equip Maint | 15,454.85 |
| | | 00321 | Gas Tax-2105,2106,2107 | 24,263.36 |
| | | 00340 | Comm Dev Special Rev Fund | 23,610.04 |
| | | 00345 | Community Center | 103.67 |
| | | 00347 | Parks, Rec & Cultural Services | 113,474.12 |
| | | 01250 | Dial-a-Ride/Transportation | 7,541.88 |
| Pay Period Total: | | | | |
| Sum | | | | 1,206,402.50 |



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) April 16, 2013 (Shirtsleeve Session)
b) April 17, 2013 (Regular Meeting)
c) April 23, 2013 (Shirtsleeve Session)

MEETING DATE: May 1, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) April 16, 2013 (Shirtsleeve Session)
b) April 17, 2013 (Regular Meeting)
c) April 23, 2013 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 16, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 16, 2013, commencing at 7:00 a.m.

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

Absent: Council Member Mounce, and Mayor Nakanishi

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

B. Topic(s)

B-1 Report on Senior Services (PRCS)

City Manager Rad Bartlam briefly introduced the subject matter of senior services in the City.

Parks, Recreation and Cultural Services Director Jeff Hood provided a report regarding senior services in the City. Mr. Hood specifically discussed the delivery of senior services to the community in a more effective and efficient manner in partnership with the Loel Center and Lodi Health. Additional speakers included the following: Ryan Holz and Tracy Williams (Loel Center), Jennifer Winn (Senior Center Coordinator), Terri Whitmire, and Mark Sey (Lodi Health).

In response to Council Member Hansen, Mr. Holz stated the proposal is to utilize both facilities under one umbrella to avoid duplication of programs, expand certain programs, and streamline the efforts of both the City and the Loel Center.

In response to Council Member Hansen, Mr. Hood stated that financially the Loel Center would assume all costs for program expansion to the Senior Center and the City would provide some utility assistance for the Senior Center facility, which it does not currently do for the existing Loel Center.

In response to Council Member Johnson, Ms. Winn stated currently the Senior Center and Loel Center operate independently of one another. Ms. Winn described the information and referral based services provided at the Senior Center versus the program based services provided at the Loel Center. Ms. Winn stated the Senior Center operates with broader open hours versus with set activity and program hours.

In response to Council Member Hansen, Mr. Bartlam stated the proposal is before the City Council conceptually because currently the Loel Center does not have an ability to expand in its current location but has a great demand for services and the Senior Center in turn has the space for additional programming to be offered by Loel's management team. Mr. Bartlam stated the topic will come before the City Council in the future for specific action with a memorandum of understanding.

Council Member Hansen and Council Member Johnson indicated that, when the matter comes back before the Council for action, they would also like to see a proposed organizational chart, costs for operations and personnel, and participation rates for both the Loel Center and Senior Center.

In response to Council Member Hansen, Mr. Hood stated currently the pool exercise programs are run through the Recreation Division. He stated in the future, with Lodi Health involvement, the pool could be used for prescription therapy or other direct health and medical based needs.

In response to Council Member Johnson, Mr. Sey stated in the future he and Mr. Hood may discuss taking over the pool for all senior-related uses including specific health based uses and free swim for seniors.

In response to Council Member Hansen, Mr. Hood stated currently the pool is used by seniors approximately 75% of the time. He stated the pool will also continue to be available for general public use, including the well-attended open family swim program, through the Recreation Division.

In response to Mayor Pro Tempore Katzakian, Ms. Williams stated the Loel Center put together a draft budget and is confident in its ability to provide adequate funding and staffing for the expansion.

In response to Council Member Hansen, Ms. Williams stated Loel Center will add some part-time staff and expand hours for existing staff, two locations operating as one will help seniors in the entire City to access services, and there may be an ability to bring the Meals on Wheels program in-house. Ms. Williams stated the additional space at the Senior Center will also allow her to feed more seniors at the Loel Center on a daily basis because the lunch space will not be competing with program space.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:40 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, APRIL 17, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of April 17, 2013, was called to order by Mayor Pro Tempore Katzakian at 6:35 p.m.

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

Absent: Council Member Mounce, and Mayor Nakanishi

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

C-2 Announcement of Closed Session

- a) Prospective Sale of Current Fire Station No. 2 Property Located at 705 East Lodi Avenue, Lodi, CA; the Negotiating Parties are Wayne Craig for J-C General Engineering, Inc. and Rad Bartlam for the City of Lodi; Price and Terms of the Sale Are Under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

At 6:35 p.m., Mayor Pro Tempore Katzakian adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:45 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Pro Tempore Katzakian reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

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

A. Call to Order / Roll Call

The Regular City Council meeting of April 17, 2013, was called to order by Mayor Pro Tempore Katzakian at 7:00 p.m.

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

Absent: Council Member Mounce, and Mayor Nakanishi

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

B. Presentations

B-1 National Volunteers Week Proclamation (PD)

Mayor Pro Tempore Katzakian presented proclamation to Chet Somera, Supervisor of the Lodi Police Partners, and Yvette Herrera, representing the Lodi Public Library, proclaiming the week of April 21-27, 2013, as "National Volunteers Week" in the City of Lodi.

B-2 Presentation of Certificate of Recognition to Lodi Area Crime Stoppers for Funding Replacement Radar Trailer Computers (PD)

Mayor Pro Tempore Katzakian presented Certificate of Recognition to Brad Clark, President of Lodi Area Crime Stoppers, for funding replacement radar trailer computers.

B-3 Update for the Lodi Senior Citizens Commission (PRCS)

Susie Klusman, Chairperson of the Lodi Senior Citizens Commission, provided Council with an update on the Commission's activities and accomplishments.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce, and Mayor Nakanishi

C-1 Receive Register of Claims in the Amount of \$2,380,234.06 (FIN)

Claims were approved in the amount of \$2,380,234.06.

C-2 Approve Minutes (CLK)

The minutes of March 26, 2013 (Shirtsleeve Session), April 2, 2013 (Shirtsleeve Session), April 3, 2013 (Regular Meeting), April 3, 2013 (Special Meeting), and April 9, 2013 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Sidewalk Grinding Program (PW)

Approved the specifications and authorized advertisement for bids for 2013-2015 Sidewalk Grinding Program.

C-4 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Tree Maintenance (PW)

Approved the specifications and authorized advertisement for bids for 2013-2015 Tree Maintenance.

C-5 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work (PW)

Approved the specifications and authorized advertisement for bids for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work.

C-6 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Traffic Signal Preventive Maintenance and Repair Program (PW)

Approved the specifications and authorized advertisement for bids for 2013-2015 Traffic Signal Preventive Maintenance and Repair Program.

- C-7 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Standby Generator Maintenance and Repair Contract (PW)

This item was pulled and continued to a future meeting pending additional information regarding the need to contract for the service in lieu of performing the service in-house.

- C-8 Approve Specifications and Authorize Advertisement for Bids for 2013/14 Asphalt Materials (PW)

Approved the specifications and authorized advertisement for bids for 2013/14 asphalt materials.

- C-9 Approve Specifications and Authorize Advertisement for Bids for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 (PW)

Approved the specifications and authorized advertisement for bids for 2013/14 landscape maintenance of miscellaneous areas and Lodi Consolidated Landscape Assessment District No. 2003-1.

- C-10 Approve Specifications and Authorize Advertisement for Bids for 2013 Crack Sealing, Various City Streets (PW)

Approved the specifications and authorized advertisement for bids for 2013 Crack Sealing, Various City Streets.

- C-11 Approve Specifications and Authorize Advertisement for Bids for 2013 Extruded Thermoplastic Traffic Stripes, Various City Streets (PW)

Approved the specifications and authorized advertisement for bids for 2013 Extruded Thermoplastic Traffic Stripes, Various City Streets.

- C-12 Adopt Resolution Awarding Contract for Fire Station No. 2 Site Improvement Project to Stat-X General Engineering, of Salida (\$28,290), and Appropriating Funds (\$9,000) (PW)

Adopted Resolution No. 2013-55 awarding contract for Fire Station No. 2 Site Improvement Project to Stat-X General Engineering, of Salida, in the amount of \$28,290, and appropriating funds in the amount of \$9,000.

- C-13 Adopt Resolution Awarding Contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street, to First Serve Productions, Inc., of Danville (\$32,788.91) (PW)

Adopted Resolution No. 2013-56 awarding contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street, to First Serve Productions, Inc., of Danville, in the amount of \$32,788.91.

- C-14 Adopt Resolution Awarding Contract for DeBenedetti Park Americans with Disabilities Act Access Improvement Project to A. M. Stephens Construction Company, Inc., of Lodi (\$126,736.50), and Appropriating Funds (\$158,000) (PW)

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

In response to Council Member Johnson, Public Works Director Wally Sandelin provided a brief overview of the project schedule.

Council Member Johnson made a motion, second by Council Member Hansen, to adopt Resolution No. 2013-65 awarding contract for DeBenedetti Park Americans with Disabilities Act Access Improvement Project to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$126,736.50, and appropriating funds in the amount of \$158,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce, and Mayor Nakanishi

C-15 Adopt Resolution Awarding Contract for Americans with Disabilities Act Improvement Project - Phase 2, Lodi Softball Complex and Salas Park, to A. M. Stephens Construction Company, Inc., of Lodi (\$84,312.60) (PW)

Adopted Resolution No. 2013-57 awarding contract for Americans with Disabilities Act Improvement Project - Phase 2, Lodi Softball Complex and Salas Park, to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$84,312.60.

C-16 Adopt Resolution Awarding Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge (\$307,357.44) (PW)

Adopted Resolution No. 2013-58 awarding contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge, in the amount of \$307,357.44.

C-17 Adopt Resolution Awarding Contract for Reynolds Ranch Parkway Median Improvements Project to Anchor Concrete Construction, Inc., of Antioch (\$29,846), and Appropriating Funds (\$37,000) (PW)

Adopted Resolution No. 2013-59 awarding contract for Reynolds Ranch Parkway Median Improvements Project to Anchor Concrete Construction, Inc., of Antioch, in the amount of \$29,846, and appropriating funds in the amount of \$37,000.

C-18 Accept Improvements Under Contract for Zupo Field Outfield Wall Renovation Project (PW)

Accepted the improvements under contract for Zupo Field Outfield Wall Renovation Project.

C-19 Adopt Resolution Awarding Professional Services Agreement for Ground Water Monitoring/Reporting Services to Stantec Consulting Corporation, of Rancho Cordova (\$157,770); Authorizing the City Manager to Execute Contract Extension; and Appropriating Funds (\$170,000) (PW)

Adopted Resolution No. 2013-60 awarding professional services agreement for ground water monitoring/reporting services to Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$157,770; authorizing the City Manager to execute contract extension; and appropriating funds in the amount of \$170,000.

C-20 Adopt Resolution Authorizing the City Manager to Enter into Fifth Amendment to World of Wonders Science Museum Lease (PW)

This item was pulled for comment by WOW Museum Executive Director Sally Snyder who spoke in support of the amendment and the overall benefit of the museum to the Lodi community.

Council Member Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2013-66 authorizing the City Manager to enter into fifth amendment to World of Wonders Science Museum lease.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce, and Mayor Nakanishi

C-21 Adopt Resolution Authorizing the City Manager to Execute Consent to Assignment of Professional Services Agreement with Cooper Compliance Corporation, Inc., of El Dorado Hills (EUD)

Adopted Resolution No. 2013-61 authorizing the City Manager to execute Consent to Assignment of professional services agreement with Cooper Compliance Corporation, Inc., of El Dorado Hills.

C-22 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a 30 Miles-Per-Hour Speed Limit on Church Street from Lockeford Street to Turner Road (PW)

Adopted Resolution No. 2013-62 amending Traffic Resolution No. 97-148 by approving a 30 miles-per-hour speed limit on Church Street from Lockeford Street to Turner Road.

C-23 Adopt Resolution Approving the Revised Boundaries of the Targeted Employment Area for the San Joaquin County Enterprise Zone (CM)

Adopted Resolution No. 2013-63 approving the revised boundaries of the Targeted Employment Area for the San Joaquin County Enterprise Zone.

C-24 Adopt Resolution Setting \$50 Fee for Lodi Lake Park Annual Vehicle Pass, a \$30 Partial-Year Fee, and Eliminating Punch Pass Discount Card (PRCS)

Adopted Resolution No. 2013-64 setting \$50 fee for Lodi Lake Park annual vehicle pass, a \$30 partial-year fee, and eliminating punch pass discount card.

C-25 Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System (PRCS)

This item was pulled and continued to the next City Council meeting at which there is a 4/5 vote ability.

C-26 Set Public Hearing for May 1, 2013, to Consider the Lodi Industrial Equipment Pilot Charging Rate (EUD)

Set public hearing for May 1, 2013, to consider the Lodi Industrial Equipment Pilot Charging Rate.

C-27 Set Public Hearing for May 1, 2013, to Approve the Final 2013/14 Annual Action Plan for the Community Development Block Grant Program (CD)

Set public hearing for May 1, 2013, to approve the Final 2013/14 Annual Action Plan for the Community Development Block Grant Program.

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). 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.

Vincent Sayles spoke in regard to the benefit of prayer at the City Council meetings.

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

Council Member Hansen commended the efforts of staff operating the computer lab and the Lodi Library and maintaining the nature area at Lodi Lake.

Council Member Johnson commended Parks, Recreation and Cultural Services Director Jeff Hood and Library Services Director Dean Gualco for taking on additional duties as Department Heads that were out of their areas of expertise and excelling at them.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 12.06 by Rescinding Ordinance No. 1654 in its Entirety to Disestablish the Downtown Lodi Business Improvement Area No. 1, Thereby Discontinuing the Levy of Special Business Tax Therein (CA)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider introducing an ordinance amending Lodi Municipal Code Chapter 12.06 by rescinding Ordinance No. 1654 in its entirety to disestablish the Downtown Lodi Business Improvement Area No. 1, thereby discontinuing the levy of special business tax therein.

City Attorney Schwabauer provided a brief overview of the proposed ordinance disestablishing the Downtown Lodi Business Partnership (DLBP) as set forth in the Council Communication.

In response to Council Member Johnson, Mr. Schwabauer stated the DLBP is a private entity, it is not a part of the City, the dissolution process for DLBP is similar to any other corporation, and the City Attorney would not be the responding party for any liability inquiries.

In response to Council Member Hansen, Mr. Schwabauer stated he and the Finance Director will need to review the balance sheet provided by the DLBP earlier in the afternoon to verify the numbers.

In response to Council Member Hansen, Mr. Schwabauer confirmed the City has in hand \$720, which will be held for one year and distributed to the businesses if no additional liabilities are received.

Mayor Pro Tempore Katzakian opened the public hearing to receive public comment.

June Aaker spoke in regard to her concern about paying the assessment in advance and receiving services for only one quarter of the full year.

Mayor Pro Tempore Katzakian closed the public hearing after receiving no additional public comment.

Council Member Hansen made a motion, second by Council Member Johnson, to introduce Ordinance No. 1875 amending Lodi Municipal Code Chapter 12.06 by rescinding Ordinance No. 1654 in its entirety to disestablish the Downtown Lodi Business Improvement Area No. 1, thereby discontinuing the levy of special business tax therein.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce, and Mayor Nakanishi

H. Communications

H-1 Appointments to the Library Board of Trustees, Lodi Arts Commission, and Lodi Improvement Committee (CLK)

Council Member Johnson made a motion, second by Council Member Hansen, to make the following appointments:

Library Board of Trustees

Charlene Martin, term to expire June 30, 2014

Lodi Arts Commission

Sara Mellor, term to expire July 1, 2014

Patricia Stump, term to expire July 1, 2016

Lodi Improvement Committee

Sunil Yadav, term to expire March 1, 2016

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce, and Mayor Nakanishi

H-2 Monthly Protocol Account Report (CLK)

Council Member Johnson made a motion, second by Council Member Hansen, to approve the cumulative Monthly Protocol Account Report through March 31, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce, and Mayor Nakanishi

I. Regular Calendar - None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:58 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 23, 2013**

The April 23, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

MEETING DATE: May 1, 2013

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 has been amended to no longer mandate this report on investments to the legislative body of the local agency. Nevertheless, it is encouraged, and the report is attached for City Council review.

The total of all invested funds as of the quarter ending March 31, 2013 is \$84,032,927.23.

The average annualized return on all invested funds over the quarter has been 0.37 percent.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
INTERNAL SERVICES DEPARTMENT
BUDGET DIVISION**

March 31, 2013 INVESTMENT STATEMENT

| | | |
|--|--|----------------------------|
| Local Agency Investment Funds * | 53.06% of Portfolio | |
| Int. earnings for Qtr. ending 03-31-13 | 0.28% | |
| LODI | Local Agency Inv Fund (LODI) | 44,591,651.39 |
| | Subtotal LAIF | 44,591,651.39 |
| | | |
| CalTRUST | 39.45% of Portfolio | |
| Int. earnings for Qtr. ending 03-31-13 | 0.32% | |
| CalTRUST Short-Term Account | Investment Trust of California | 8,022,793.30 |
| Int. earnings for Qtr. ending 03-31-13 | 0.56% | |
| CalTRUST Medium-Term Account | Investment Trust of California | 25,132,206.92 |
| | Subtotal CalTRUST | 33,155,000.22 |
| | | |
| Certificates of Deposit | 0.60% of Portfolio | |
| matures 03/08/2014 | Bank of Ag. & Comm. (cost) 0.35% int. | 250,000.00 |
| matures 06/18/2013 | Central Valley Comm. Bank (cost) 0.40% int. | 250,000.00 |
| | Subtotal CD | 500,000.00 |
| | | |
| Passbook/Checking Accounts | 6.89% of Portfolio | |
| Farmers & Merchants | demand account - no interest earnings | 1,067,577.04** |
| Farmers & Merchants - Money Mkt. | 0.37% interest earnings | 846,755.01 |
| Farmers & Merchants - Payroll | demand account - no interest earnings | 44,759.09 |
| Farmers & Merchants - Central Plume | demand account - no interest earnings | 8,957.55 |
| Farmers & Merchants - CP Money Mkt. | 0.37% interest earnings | 3,818,226.93 |
| | Subtotal P/C Accts | 5,786,275.62 |
| | TOTAL | \$84,032,927.23 |

Based on the approved budget and to the extent the budget is adhered to, liquidity is available, and the City will be able to meet its expenditure requirements for the next six months. This portfolio is in compliance with the City of Lodi Investment Policy.



 Kirk J. Evans
 Management Analyst

4/15/2013

 Date

* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if transaction is initiated before 10:00 a.m.

** This amount is a compensating balance required to obtain an earnings credit rate.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000

MEETING DATE: May 1, 2013

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: During the 1st calendar quarter of 2013, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through I.

| Exh. | Date | Contractor | Project | Award Amt. |
|------|---------|---------------------------------|----------------------------------|-------------|
| A | 1/15/13 | Mid Cal Tractor | Field Groomer | \$14,287.28 |
| B | 1/19/13 | HD Supply | Hubbel Switch | \$14,277.60 |
| C | 1/29/13 | HD Supply | EUD Inventory | \$13,950.07 |
| D | 1/29/13 | Infinity-Micro | Network Equipment Replacement | \$16,718.40 |
| E | 2/4/13 | Applied Concepts Inc. | Motorcycle Rader System | \$12,813.12 |
| F | 2/4/13 | Applied Concepts Inc. | Stalker Message Center & Trailer | \$16,113.60 |
| G | 2/4/13 | HD Supply | EUD Inventory | \$14,958.00 |
| H | 3/4/13 | PC Superstore | Firewall Replacement | \$11,175.99 |
| I | 3/5/13 | Alameda Electrical Distributors | EUD Inventory | \$10,573.83 |

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2012-2013 Financial Plan.

FUNDING AVAILABLE: Funding as indicated on Exhibits.

Jordan Ayers, Deputy City Manager

Prepared by Sherry Moroz, Purchasing Technician
JA/sm
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

EXHIBIT A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Field Groomer
DEPARTMENT: Parks, Recreation and Cultural Services
CONTRACTOR Mid Cal Tractor
AWARD AMOUNT: \$14,287.28
DATE OF RECOMMENDATION: January 15, 2013 (revised April 15, 2013)

BIDS OR PROPOSALS RECEIVED:

| | |
|---------------------|-------------|
| Mid Cal Tractor | \$14,287.28 |
| AA Equipment | \$15,996.44 |
| Pacific Golf & Turf | \$14,961.20 |

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Several municipal parks divisions now use field grooming machines to prep ball fields. These machines have several benefits that will aid in efficiency. Additionally important, this new tool in our tool box has the potential to lessen our chance of on the job injuries. Instead of park maintenance workers loading and unloading various implements in and out of the back of a Turf Truckster as we currently do, implements are affixed to this machine.

Pacific Golf & Turf did not quote two requested bid items.

FUNDING: Vehicle Replacement Account

Prepared by: Steve Dutra

Title: Park Superintendent

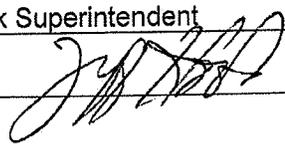
Reviewed by: 

EXHIBIT B

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Hubbel Switch
DEPARTMENT: Electric Utility
CONTRACTOR HD Supply
AWARD AMOUNT: \$14,277.60
DATE OF RECOMMENDATION: 1/19/13

BIDS OR PROPOSALS RECEIVED:

| | |
|-----------|-------------|
| HD Supply | \$14,277.60 |
| Graybar | \$14,711.60 |
| Wesco | \$14,742.00 |

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This switch failed in service and must be replaced.

160.1496

FUNDING:

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No. 21501

EXHIBIT C

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EUD Inventory
 DEPARTMENT: EUD
 CONTRACTOR HD Supply
 AWARD AMOUNT: \$13,950.07
 DATE OF RECOMMENDATION: 01/29/13

BIDS OR PROPOSALS RECEIVED:
 HD Supply \$13,950.07

“NO BID” or NO RESPONSE RECEIVED:
 General Pacific
 Wesco

BACKGROUND INFORMATION & BASIS FOR AWARD:
 General Pacific bid on 9 line items and was \$878.25 higher on these 9 items and a non-quote on 11 other items.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

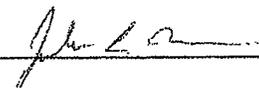
Reviewed by:  1/29/13

EXHIBIT D

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Network Equipment Replacement
DEPARTMENT: ISD
CONTRACTOR Infinity-Micro
AWARD AMOUNT: \$16,718.40
DATE OF RECOMMENDATION: 1/29/13

BIDS OR PROPOSALS RECEIVED:

| | |
|-----------------------|-------------|
| CDWG | \$21,117.75 |
| Infinity-Micro | \$16,718.40 |
| Advantec Computer Co. | \$19,944.87 |

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Data flows of the fixed network have greatly increased network traffic between switches, causing servers and storage devices to halt or slow down.

FUNDING: 16100.1836.1700 - EUD
181013.1836.2300 - PW

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Motorcycle Radar System
DEPARTMENT: Police
CONTRACTOR Applied Concepts, Inc.
AWARD AMOUNT: \$12,813.12
DATE OF RECOMMENDATION: February 4, 2013

BIDS OR PROPOSALS RECEIVED:
Applied Concepts, Inc. \$12,813.12

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Applied Concepts, Inc., is the sole source manufacturer of the Stalker DSR 2X Motorcycle Radar System. No other radar being manufactured meets the specifications of the Stalker Radar System, and can only be purchased directly from Applied Concepts, Inc.

FUNDING: 236018.7718

Prepared by: Patsy Tucker 

Title: Sr. Police Administrative Clerk

Reviewed by: Julie Wall

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Stalker Message Center & Trailer
DEPARTMENT: Police
CONTRACTOR Applied Concepts, Inc.
AWARD AMOUNT: \$16,113.60
DATE OF RECOMMENDATION: February 4, 2013

BIDS OR PROPOSALS RECEIVED: Applied Concepts, Inc. \$16,113.60

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Stalker Radar is the sole source supplier for the Speed Awareness Monitor (SAM) and the Message Center 360 (MC360) trailers for Law Enforcement. Both trailers are manufactured by Work Area Protections, Inc. located in Garland, Texas.

FUNDING: 236018.7718

Prepared by: Patsy Tucker

Title: Sr. Police Administrative Clerk

Reviewed by:  _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EUD Inventory
DEPARTMENT: Electric Utility
CONTRACTOR HD Supply
AWARD AMOUNT: \$14,958.00
DATE OF RECOMMENDATION: February 4, 2013

BIDS OR PROPOSALS RECEIVED:
HD Supply \$14,958.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

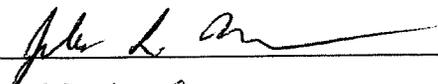
This was an emergency purchase to replace a leaking transformer at a large bakery.

160.1496

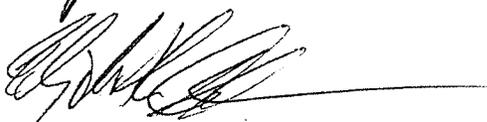
FUNDING:

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: 

Purchase Order No. 21573



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Firewall Replacement
DEPARTMENT: ISD\Internal Services
CONTRACTOR PC Superstore
AWARD AMOUNT: \$11,175.99
DATE OF RECOMMENDATION: 03/04/2013

BIDS OR PROPOSALS RECEIVED:

| | |
|---------------|-------------|
| PC Superstore | \$11,175.99 |
| PC Connection | \$12,376.74 |
| NeoBits | \$11,839.98 |

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City's current network firewall is no longer made, offered or supported by its maker, Microsoft. This purchase is being made in an effort to maintain products and equipment that can still be supported by the manufacturer, and that is reasonably modern. The new firewall includes several new features as well.

FUNDING: 100411.7715

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

EXHIBIT I

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EUD Inventory
DEPARTMENT: Electric Utility
CONTRACTOR Alameda Electrical Distributors
AWARD AMOUNT: \$10,573.83
DATE OF RECOMMENDATION: March 5, 2013

BIDS OR PROPOSALS RECEIVED:

| | |
|---------------------------------|-------------|
| Alameda Electrical Distributors | \$10,573.83 |
| All Phase | \$11,016.00 |
| HD Supply | \$13,375.00 |
| Platt | \$10,739.52 |

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

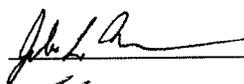
This purchase is for fixtures for streetlight repairs EUD does on an ongoing basis.

160.1496

FUNDING:

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  3/15/13

Purchase Order No. 21646





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure Padmount Transformers

MEETING DATE: May 1, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure padmount transformers.

BACKGROUND INFORMATION: Padmount transformers are needed in stock to replace damaged/old transformers for distribution system maintenance and new electric service.

In order to maintain EUD's transformer inventory, staff recommends advertisement for bids as follows:

| | | |
|-----------|---------|--|
| Padmount: | 7 each | 37.5 kVA single-phase 120/240V Secondary |
| | 10 each | 50 kVA single-phase 120/240V Secondary |
| | 15 each | 75 kVA single-phase 120/240V Secondary |
| | 6 each | 100 kVA single-phase 120/240V Secondary |
| | 1 each | 167 kVA single-phase 120/240V Secondary |
| | 4 each | 500 kVA three-phase 277/480V Secondary |
| | 4 each | 1500 kVA three-phase 480/277V Secondary |

The specifications are on file at the Electric Utility Department, 1331 South Ham Lane. The planned bid opening date is Wednesday, May 15, 2013.

FISCAL IMPACT: Estimated cost is \$192,650.

FUNDING: Included in FY2012/13 Account Number 160.1496

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

EAK/JM/TD/lst

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure Wood Poles

MEETING DATE: May 1, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure wood poles.

BACKGROUND INFORMATION: Wood poles are needed in stock to replace damaged/old poles for distribution system maintenance and new electric service. The inventory was found to be below minimum quantities.

In order to maintain EUD's wood pole inventory, staff recommends advertisement for bids as follows:

| | | |
|-------------|---------|-----------------|
| Wood Poles: | 10 each | 35-foot Class 1 |
| | 20 each | 45-foot Class 1 |
| | 10 each | 55-foot Class 1 |

The specifications are on file at the Electric Utility Department, 1331 South Ham Lane. The planned bid opening date is Wednesday, May 15, 2013.

FISCAL IMPACT: Estimated cost is \$24,000.

FUNDING: Included in FY2012/13 Account Number 160.1496

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

EAK/JM/TD/lst

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc., of French Camp (\$811,118) and Appropriating Funds (\$850,000)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc., of French Camp, in the amount of \$811,118, and appropriating funds in the amount of \$850,000.

BACKGROUND INFORMATION: This project includes the application of an asphalt rubber cape seal and slurry seal on various City streets. The streets were identified through the City's Pavement Management System based on the condition of the street pavement and the traffic load. The attached exhibit shows the streets that will receive the rubber cape seal and slurry seal.

The project consists of the rehabilitation and resurfacing of various City streets with a layer of asphalt rubberized chip seal followed by a layer of slurry seal on top. The combination of the asphalt, rubberized chip seal and the slurry is commonly known as a "cape seal." In the proper application, an asphalt rubberized cape seal is a more cost-effective alternative than using a traditional asphalt overlay for rehabilitating City streets in poor condition.

Staff also added a list of residential streets to be rehabilitated with slurry seal only. These streets have no structural deficiencies and have fewer pavement cracks than the streets receiving the rubberized cape seal. The slurry seal will seal the pavement, as well as provide a new wearing surface to the existing pavement.

Specifications for this project were approved on March 20, 2013. The City received the following four bids for this project on April 10, 2013.

| Bidder | Location | Bid |
|--|-----------------|----------------|
| Engineer's Estimate | | \$1,031,120.00 |
| Intermountain Slurry Seal, Inc. | French Camp | \$811,118.00 |
| VSS International | West Sacramento | \$844,247.00 |
| Windsor Fuel Company | Pittsburg | \$884,884.00 |
| Central Valley Engineering & Asphalt, Inc. | Roseville | \$916,306.20* |

*Corrected Total

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc., of French Camp (\$811,118) and Appropriating Funds (\$850,000)
May 1, 2013
Page 2

The lowest bidder, Intermountain Slurry Seal, Inc., has submitted the Local Hire forms and checklist to promote local hiring with the project. Total project costs are estimated to be \$1,010,000, including construction costs, staffing, and contingencies. Additional funds will be included in the FY 13/14 budget.

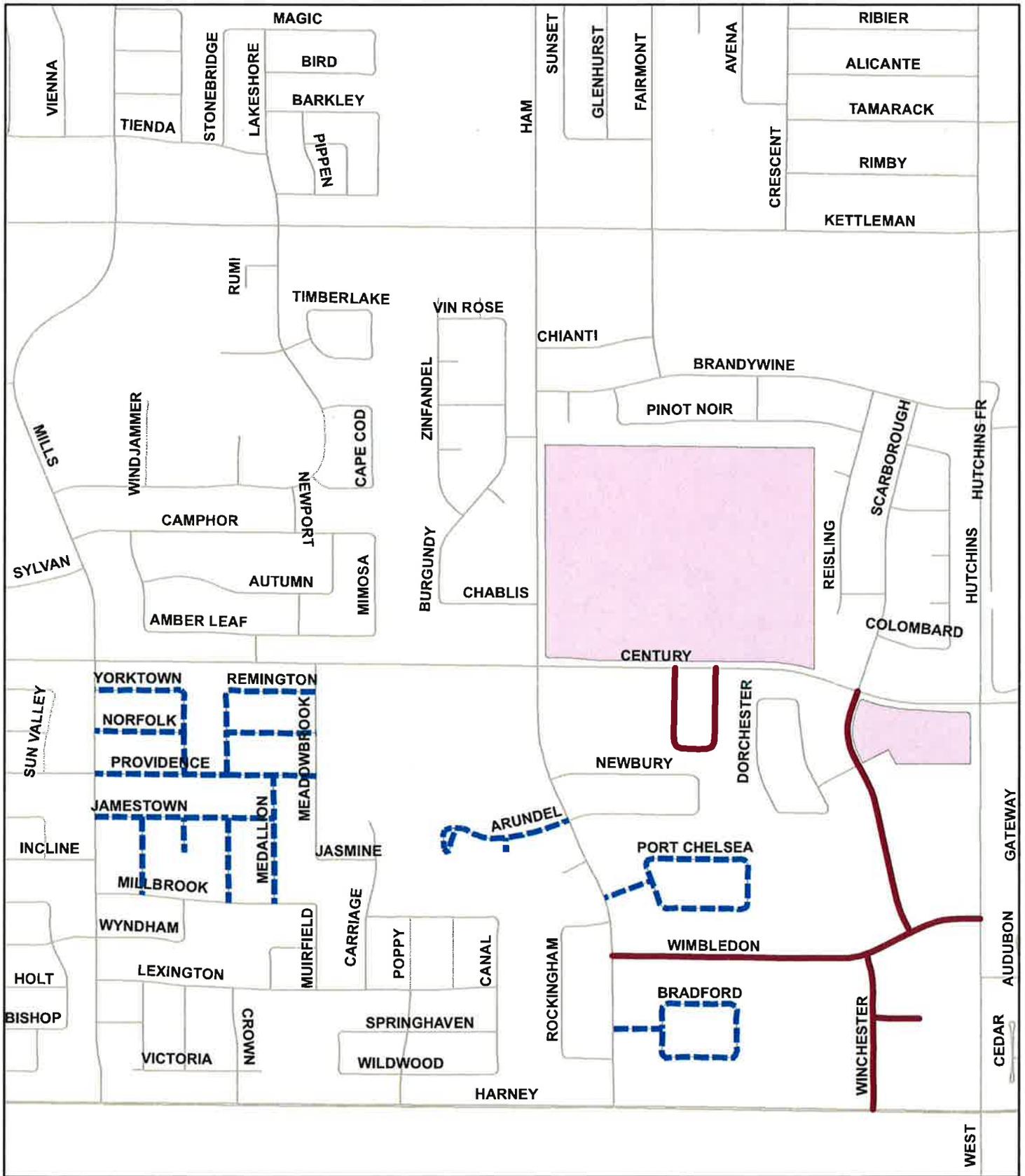
FISCAL IMPACT: By investing in the recommended maintenance project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly pavement reconstruction.

FUNDING AVAILABLE: Requested Appropriation:
Gas Tax Fund (322) - \$650,000
Measure K Fund (325) - \$200,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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



Legend

-  2013_Cape_Seal
-  2013_Slurry_Seal
-  Schools
-  WW/MH Frame and Cover Adjustment Location



**2013 Asphalt Rubber Cape Seal Project
Area 2**



1 inch = 800 feet

**2013 ASPHALT RUBBER CAPE SEAL
VARIOUS STREETS**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

| | |
|------------------------|-------------------------------------|
| Notice Inviting Bids | The July 1992 Edition, |
| Information to Bidders | Standard Specifications, |
| General Provisions | State of California, |
| Special Provisions | Business and Transportation Agency, |
| Bid Proposal | Department of Transportation |
| Contract | |
| Contract Bonds | |
| Plans | |

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

Perform the work necessary to rehabilitate 173,200 square yards of various City streets with slurry seal or asphalt rubberized chip seal followed by a layer of slurry seal on top and other incidental and related work, all as shown on the plans and specifications for "2013 Asphalt Rubber Cape Seal, Various Streets".

CONTRACT ITEMS

| ITEM NO. | DESCRIPTION | UNIT | EST'D. QTY | UNIT PRICE | TOTAL PRICE |
|----------|--|-------|------------|--------------|---------------|
| 1. | Traffic Control | LS | 1 | \$ 32,188.80 | \$ 32,188.80 |
| 2. | Construction Notification | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
| 3. | Pavement Repair | SF | 15,430 | \$ 4.94 | \$ 76,224.20 |
| 4. | Pavement Crack Seal | POUND | 3,000 | \$ 2.00 | \$ 6,000.00 |
| 5. | Pavement Skin Patch | SF | 500 | \$ 3.00 | \$ 1,500.00 |
| 6. | Rubberized Chip Seal | SY | 125,100 | \$ 3.55 | \$ 444,105.00 |
| 7. | Slurry Seal Street | SY | 173,200 | \$ 1.25 | \$ 216,500.00 |
| 8. | Furnish and Adjust Water Valve Frame and Cover | EA | 4 | \$ 850.00 | \$ 3,400.00 |
| 9. | Adjust Manhole Frame and Cover | EA | 2 | \$ 1,100.00 | \$ 2,200.00 |
| 10. | Thermoplastic Striping and Legends | LS | 1 | \$ 25,000.00 | \$ 25,000.00 |
| 11. | Pavement Markers | LS | 1 | \$ 2,500.00 | \$ 2,500.00 |
| TOTAL | | | | | \$ 811,118.00 |

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **50 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

CITY OF LODI
By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Title

Attest

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney 

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR 2013 ASPHALT RUBBER CAPE SEAL
PROJECT, VARIOUS CITY STREETS, AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 10, 2013, at 11:00 a.m., for the 2013 Asphalt Rubber Cape Seal Project, Various City Streets, described in the specifications therefore approved by the City Council on March 20, 2013; and

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

| Bidder | Bid |
|--|---------------|
| Intermountain Slurry Seal | \$811,118.00 |
| VSS International | \$844,247.00 |
| Windsor Fuel Company | \$884,884.00 |
| Central Valley Engineering & Asphalt, Inc. | \$916,306.20* |
| *Corrected Total | |

WHEREAS, staff recommends awarding the contract for the 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to the low bidder, Intermountain Slurry Seal, Inc., of French Camp, California, in the amount of \$811,118; and

WHEREAS, Intermountain Slurry Seal, Inc., has submitted the Local Hire forms and checklist to promote local hiring with the project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract the 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to the low bidder, Intermountain Slurry Seal, Inc., of French Camp, California, in the amount of \$811,118; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$850,000 be appropriated for the project from the Gas Tax Fund and Measure K Fund.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Katzakian Park Restroom Repair Project to Poser Construction, of Lodi (\$14,000)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Katzakian Park Restroom Repair Project to Poser Construction, of Lodi, in the amount of \$14,000.

BACKGROUND INFORMATION: This project provides for the necessary repairs at the restroom facilities at Katzakian Park. In 2012, a fire was started in a trash can adjacent to the park restroom. A portion of the restroom building caught on fire and sustained damages from both the fire and emergency responders. The majority of the damage was in the men’s restroom, which has been closed since the time of the fire.

The improvements consist of replacing a variety of structural and finishing components to improve aesthetics, security, and safety. The improvements will also allow the City to once again provide separate men’s and women’s facilities rather than the temporary unisex restroom that has been provided since the time of the fire. The Bridgetowne Homeowners Association, which represents adjacent property owners, has pledged \$5,000 toward construction costs.

Plans and specifications for this project were approved on April 3, 2013. The City received the following two bids for this project on April 24, 2013.

| Bidder | Location | Bid |
|--------------------------|------------|-----------|
| Engineer’s Estimate | | \$ |
| Poser Construction | Lodi | \$ 14,000 |
| Diede Construction, Inc. | Woodbridge | \$ 47,000 |

FISCAL IMPACT: The project will not have an impact to the maintenance costs of the facility but will reduce the City’s liability associated with a damaged structure.

FUNDING AVAILABLE: Parks Maintenance (347312)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Engineer
FWS/SN/pmf
cc: Park Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

**KATZAKIAN PARK RESTROOM REPAIR PROJECT
2735 West Turner Road**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

| | |
|------------------------|-------------------------------------|
| Notice Inviting Bids | The July 1992 Edition, |
| Information to Bidders | Standard Specifications, |
| General Provisions | State of California, |
| Special Provisions | Business and Transportation Agency, |
| Bid Proposal | Department of Transportation |
| Contract | |
| Contract Bonds | |
| Plans | |

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

The work consists of removing and replacing various structural and finishing components of the park's restroom facility. The facility sustained damages from a fire and emergency responders' forced entrance. All repairs and/or replacements will be done in kind and includes other incidental and related work, all as shown on the plans and specifications for the "Katzakian Park Restroom Repair Project, 2735 West Turner Road".

See Section 6-07 "Description of Bid Items" of the Special Provisions for additional information.

CONTRACT ITEMS

| ITEM NO. | DESCRIPTION | UNIT | EST'D. QTY | UNIT PRICE | TOTAL PRICE |
|----------|----------------------------------|------|------------|--------------|-------------|
| 1. | Provide Complete Restroom Repair | LS | 1 | \$ 13,250.00 | \$13,250.00 |
| 2. | Repaint Exterior | LS | 1 | \$ 750.00 | \$ 750.00 |
| TOTAL | | | | | \$14,000.00 |

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **20 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE CONTRACT FOR
KATZAKIAN PARK RESTROOM REPAIR PROJECT

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 24, 2013, at 11:00 a.m., for the Katzakian Park Restroom Repair Project described in the plans and specifications therefore approved by the City Council on April 3, 2013; and

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

| Bidder | Bid |
|--------------------------|------------|
| Engineer's Estimate | \$ 15,000 |
| Poser Construction | \$ 14,000 |
| Diede Construction, Inc. | \$ 47,000 |

WHEREAS, staff recommends awarding the contract for the Katzakian Park Restroom Repair Project to the low bidder, Poser Construction, of Lodi, California, in the amount of \$14,000; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Katzakian Park Restroom Repair Project to the low bidder, Poser Construction, of Lodi, California, in the amount of \$14,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Rejecting Single Bid, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for the Hutchins Street Square Pool Refinishing Project

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting single bid, approving plans and specifications and authorizing re-advertisement for bids for the Hutchins Street Square Pool Refinishing Project.

BACKGROUND INFORMATION: The Hutchins Street Square swimming pool is constructed of a concrete pool shell beneath a fiberglass liner. Fiberglass pool liners have a service life of approximately 20 years. The existing fiberglass liner was installed in 1988 and has started to delaminate from the concrete shell and blister at the surface. This condition has forced the Parks, Recreation and Cultural Services Department to close the pool to the public until repairs are made.

The Hutchins Street Square Pool Refinishing Project consists of removing the existing fiberglass liner; preparing the surface of the concrete pool shell; applying a new white, fiberglass liner; and other ancillary improvements.

The project was originally approved by City Council on March 6, 2013, and advertised for bids on April 10, 2013. A single bid was received and opened on April 24, 2013. The single bid received is non-responsive since it did not contain the Receipt of Addendum No. 1.

The bid documents and project specifications have been updated and staff is requesting Council approve the plans and specifications and authorize re-advertisement for the project. Staff is requesting Council reject the bid due to the omission of the Receipt of Addendum No. 1.

It is recommended Council adopt a resolution rejecting the single bid received and approve plans and specifications and authorize re-advertisement for bids for the Hutchins Street Square Pool Refinishing Project.

FISCAL IMPACT: Refinishing the pool will allow the Park, Recreation and Cultural Services Department to resume collecting usage fees for the facility.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf
cc: Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING
SINGLE BID, APPROVING PLANS AND SPECIFICATIONS AND
AUTHORIZING RE-ADVERTISEMENT FOR BIDS FOR
HUTCHINS STREET SQUARE POOL REFINISHING PROJECT

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 24, 2013, at 11:00 a.m., for the Hutchins Street Square Pool Refinishing Project, described in the plans and specifications therefore approved by the City Council on March 6, 2013; and

WHEREAS, the only bid received did not contain the Receipt of Addendum No. 1; and

WHEREAS, staff recommends the rejection of the single bid, the approval of updated plans and specifications, and authorization of re-advertisement for bids for the project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the single bid, approve plans and specifications and authorize re-advertisement for bids for the Hutchins Street Square Pool Refinishing Project.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2011 Asphalt Rubber Cape Seal Project
MEETING DATE: May 1, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2011 Asphalt Rubber Cape Seal Project.

BACKGROUND INFORMATION: The contract was awarded to Intermountain Slurry Seal, Inc., of Watsonville, in the amount of \$641,679, on July 6, 2011. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project included the application of an asphalt rubber cape seal on various City streets. The streets were identified through the City's Pavement Management System based on the condition of the street pavement and the traffic load. Also included in this project was a slurry seal at the Municipal Service Center near the Electric Utility offices. Due to the favorable contract price, additional streets were included, as shown on the attached drawing.

The contract completion date was September 28, 2011, and the actual completion date was March 2013. There was a delay in the completion of the project due to the contractor's scheduling conflicts and seasonal temperatures. The final contract price was \$823,761.23. The difference between the contract amount and the final contract price is due to Contract Change Order No. 1, in the amount of \$182,082.32, which included the additional streets that were cape sealed.

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

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

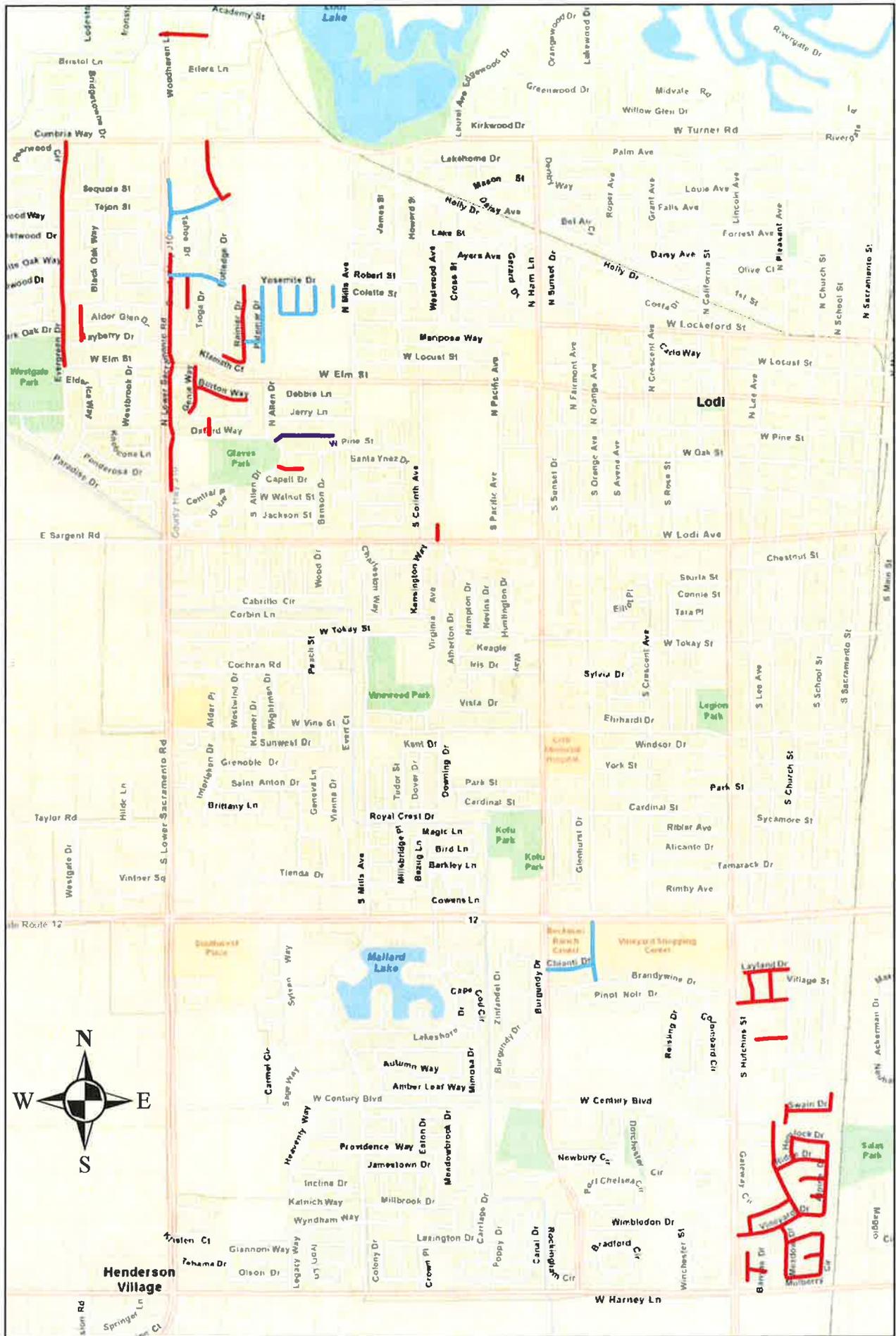
FUNDING AVAILABLE: This project was funded by Proposition 1B funds.

F. Wally Sandelin
Public Works Director

Prepared Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment

cc: Deputy Public Works Director/City Engineer
Deputy Public Works Director – Utilities
Management Analyst
Senior Civil Engineer
Intermountain Slurry Seal, Inc.

APPROVED: _____
Konradt Bartlam, City Manager



2011 Cape Seal Location

- Original Contract
- Added Street Segment
- Deleted Street Segment





TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Wireless Microwave Link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom (\$25,914.17)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement for wireless microwave link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom, in the amount of \$25,914.17.

BACKGROUND INFORMATION: The Public Works Department currently leases an ATT T1 telephone line which connects White Slough Water Pollution Control Facility (WSWPCF) to the City's network. The line provides the site with voice, data and Internet service. This unshielded copper line is many years old and buried in bare dirt below the roadway. The cable has failed multiple times over the past several years due to its age and exposure to the underground elements.

There is some question as to who owns the actual copper wiring between the ATT pedestal and the WSWPCF office, but responsibility for replacing the line would likely fall on the City. The copper T1 line is insufficient to carry voice-over-IP phone traffic. Replacing the line would require labor and materials plus several hundred feet of trenching at an estimated cost of about \$20,000.

There are few suitable alternatives to a T1 line, given WSWPCF's location and distance from communication services. The closest ATT fiber optic line is across I-5 at Highway 12, and bringing it to the WSWPCF office would be prohibitively expensive. Installing a second ATT copper line would also be expensive due to the amount of trenching required.

A third option is a licensed, point-to-point microwave system between downtown Lodi and WSWPCF. This wireless connection would provide up to 366 Mbps of digital throughput, which would be more than sufficient for all of the traffic now struggling to squeeze over the T1 line. The system is line-of-sight from atop the water tower to the roof of the WSWPCF office building, all installed to industry standards and best practices.

In addition to providing sufficient and reliable communications to WSWPCF, the connection will also be large enough to allow the City to transmit and store network data backups on a server at the WSWPCF office. Offsite storage of backup data has been cited as a deficiency in recent audits.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Wireless Microwave Link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom (\$25,914.17)
May 1, 2013
Page 2

Staff has received three competing bids for the hardware, installation, taxes, and FCC license fees. Only one bidder included extended warranty and annual support costs as part of their bid.

| Vendor | Bid |
|------------------------|--|
| A-1 Wireless, Inc. | \$25,914.17 (includes support, warranty) |
| Granite Data Solutions | \$25,203.53 (does not include support, warranty) |
| IT Premier Solutions | \$26,918.43 (does not include support, warranty) |

Staff recommends that the City Council award the contract to A-1 Wireless for the purchase, installation, frequency coordination and ongoing maintenance of the proposed wireless bridge. A-1 Wireless is the lowest cost bidder overall, when warranty and service contract costs are included. In addition, A-1 Wireless personnel have many years experience in the wireless industry, hold desirable certifications, and are familiar with the project requirements after making a visit and surveying both sites.

FISCAL IMPACT: Installation of a wireless bridge is the most economical means to provide sufficient and reliable communications to WSWPCF.

FUNDING AVAILABLE: White Slough Operating Account (170403)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf
cc: Deputy Public Works Director – Utilities
Wastewater Plant Superintendent

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on April 8, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and A-1 WIRELESS, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Provision of a Wireless Microwave Link from the Water Tower at the Corner of Main Street and Locust Street to the White Slough Water Pollution Control Facility, One Year of 24X7X365 Annual Maintenance and Support, and Three-Year Extended Manufacturer Warranty (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 June 1, 2013 and terminates upon the completion of the Scope of Services or on May 31, 2016, 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: F. Wally Sandelin, Public Works Director

To CONTRACTOR: A-1 Wireless, Inc.
 150 Boulder Canyon
 Folsom, CA 95630
 Mark A. Rodgers, Principal Consultant

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:A-1 WIRELESS, INC.

By: _____



By: _____

Name:Mark A. Rodgers
Title:Principal Consultant

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:170403
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\A1Wireless

CA:rev.01.2012

A-1 Wireless, Inc. Scope of Work

A-1 Wireless will install a wireless microwave link from the water tower at the corner of N. Main and Locust to 12751 N. Thronton Rd. Lodi CA 95242. Included in that installation will be power supplies, lightning surge protection, fiber connectivity, A/C surge protection all installed to industry standard applying best practices. The Radios and antennas will be installed in accordance with industry standard best practices in each location as well. All connectors will be weather-proofed, all bolts will be torqued to factory specification.

City of Lodi to provide NEMA or equivalent enclosure at tower site with the following:

4-way, GFI, 120V power outlet

Fiber patch panel or fiber switch connected to city network

120 V Surge Protection

UPS and or Battery Back up

Raceway or conduit from tower base to radio location on water tower for the housing of fiber and innerduct

Conduit from radio site on sewer plant roof to point of egress on building

A-1 Wireless Pricing

| PRODUCT DESCRIPTION | QTY | LIST | PRICE | TOTAL |
|--|-----|---|----------|--------------------|
| Lumina Wireless Bridge – fiber-366Mbps | 1 | 12,118.00 | 6,720.00 | 6,720.00 |
| 3ft Antenna | 2 | 1,261.00 | 1,025.00 | 2,050.00 |
| Lumina Power Supply | 2 | 86.00 | 70.00 | 140.00 |
| CFIP/Lumina Surge Protection | 2 | 198.80 | 162.50 | 325.00 |
| Lumina DC Surge Protection | 2 | 130.00 | 118.75 | 237.50 |
| Multimode Fiber Kit | 2 | 600.00 | 399.00 | 798.00 |
| Mounting Hardware | 1 | 450.00 | 250.00 | 250.00 |
| Non-Pen Roof Mount 10ft | 1 | 850.00 | 768.75 | 768.75 |
| | | Sub Total | | 11,289.25 |
| | | Sales Tax | 7.750% | 874.92 |
| | | Product Total | | 12,164.17 |
| | | Services Total | | 7,500.00 |
| | | FCC Licensing | | 1,500.00 |
| | | 3 Year Extended Warranty | | 2,500.00 |
| | | 24x7x365 Annual Maintenance and Support | | 2,250.00 |
| PROJECT TOTAL | | | | \$25,914.17 |

Annual Maintenance and Support - Details

A-1 Wireless several options for maintenance and support. This service is in addition to any Extended Warranty coverage from manufacturer for equipment failure.

Standard Annual Maintenance & Support Includes

- a. Client will receive eight (8) hours of on-call annual phone support
 - i. On-Call support will include technical phone support during the hours of 7AM to 7PM (7 days a week)
 - ii. Include any necessary site visits for troubleshooting or repair
 - iii. A-1 Wireless will respond by phone within one (1) hour & respond for an onsite visit within six (6) hours as required.
 - b. A-1 Wireless will perform an annual site visit to perform the following
 - i. Test and verify the stability of the wireless link
 - ii. Test RSL's against bench marked standard
 - iii. Test antenna alignment & performance
 - iv. Test cabling for dBm loss, functionality, damage, etc.
 - v. Check weather proofing on all connections
 - vi. Check power, grounding and lightning protection
 - vii. Update radio, camera firmware and Video Surveillance Management Software
 - viii. Verify throughput and system settings
 - ix. Perform Spectrum Analysis for potential interference
 - x. Optimize wireless link for performance
 - c. In the event of an equipment failure A-1 Wireless will provide:
 - i. A replacement radio system of the same model/performance – if the above advanced hardware replacement warranty is purchased.
- OR
- ii. a radio system on loan until the client's radio can be returned under their warranty contract with the manufacturer – if the above hardware replacement warranty is NOT purchased.
(Up to 45 days / throughput may vary).
- d. A-1 Wireless will handle any necessary RMA process with the manufacturer and will perform all services to un-install the failed system and re-install the replacement system

24x7x365 Annual Maintenance & Support Includes

Same as standard annual support with the following additions:

- i. On-Call support will include technical phone support 24x7x365 (round the clock, 7 days a week)
- ii. Customer will receive 16 hours of on-call annual phone support

Manufacturer Extended Warranty - Details

Extended Warranty Offered by Manufacturer

Extended Warranty Plan includes 24 hr. replacement of hardware in event of failure.

A-1 Wireless includes the services to replace radios in event of a failure.



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

- | | |
|--|--|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u> \$1,000,000 Ea. Occurrence \$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> \$1,000,000 Bodily Injury - Ea. Person \$1,000,000 Bodily Injury - Ea. Occurrence \$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u> Not less than \$1,000,000 per Claim. Certificate of Insurance only required.</p> | |

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. . A waiver of subrogation is required for workers compensation insurance. 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.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT FOR WIRELESS MICROWAVE LINK TO WHITE SLOUGH WATER POLLUTION CONTROL FACILITY WITH A-1 WIRELESS, INC.

WHEREAS, the Public Works Department currently leases an ATT T1 telephone line which connects White Slough Water Pollution Control Facility (WSWPCF) to the City's network and provides the site with voice, data and Internet service. This unshielded copper line is many years old and buried in bare dirt below the roadway. The cable has failed multiple times over the past several years due to its age and exposure to the underground elements; and

WHEREAS, staff recommends replacing the cable with a licensed, point-to-point microwave system between downtown Lodi and WSWPCF, providing up to 366 Mbps of digital throughput, which would be more than sufficient for all of the WSWPCF communications; and

WHEREAS, three competing bids for the hardware, installation, taxes, and FCC license fees were received. Only one bidder included extended warranty and annual support costs as part of their bid.

| Vendor | Bid |
|------------------------|--|
| A-1 Wireless, Inc. | \$25,914.17 (includes support, warranty) |
| Granite Data Solutions | \$25,203.53 (does not include support, warranty) |
| IT Premier Solutions | \$26,918.43 (does not include support, warranty) |

WHEREAS, A-1 Wireless, Inc., is the lowest cost bidder overall, when warranty and service contract costs are included, and the company has many years experience in the wireless industry, holds desirable certifications, and are familiar with the project requirements after making a visit and surveying both sites.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for a wireless microwave link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom, California, in the amount of \$25,914.17.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Band Screen Chain and Side Seal Tracking and Field Services for the White Slough Water Pollution Control Facility with Sole Source JWC Environmental, of Costa Mesa (\$60,880)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement for band screen chain and side seal tracking and field services for the White Slough Water Pollution Control Facility with sole source JWC Environmental, of Costa Mesa, in the amount of \$60,880.

BACKGROUND INFORMATION: The band screens were installed at the White Slough Water Pollution Control Facility in 2007 and are used to remove rags and debris entering the plant to protect downstream equipment and processes. Soon after startup, failure occurred and repairs were required to be performed by the manufacturer under the equipment warranty. The manufacturer extended the equipment warranty for a five-year period because of the initial failure.

The manufacturer's extended warranty has expired and cost of repairs and maintenance are now the responsibility of the City. Currently, one of the two band screens remains out of service and needs repair to properly operate. JWC Environmental is the sole source manufacturer for this equipment. JWC Environmental staff will assist City staff making the necessary repairs and has agreed to replace damaged screen panel frames, bottom guide assemblies, spray wash system, drive components, and cover latches and gaskets, at no additional cost to the City.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends executing a professional services agreement with JWC Environmental for the band screen chain and side seal tracking and field services.

FISCAL IMPACT: If the band screens are not repaired, screening could be inadequate resulting in discharge permit violation and additional costs.

FUNDING AVAILABLE: Funds are available in Wastewater Utility Fund – Plant Maintenance (170403).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director – Utilities
cc: Karen Honer, Wastewater Plant Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and JWC ENVIRONMENTAL (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 Band Screen Chain and Side Seal Tracking and Field Services for the White Slough Water Pollution Control Facility (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 July 1, 2013 and terminates upon the completion of the Scope of Services or on September 1, 2013, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Larry Parlin, Deputy PW Director - Utilities

To CONTRACTOR: JWC Environmental
 290 Paularino Avenue
 Costa Mesa, CA 92626

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

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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.

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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.

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Section 4.17 Contract Terms Prevail

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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.

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR: JWC Environmental

By: _____



By: _____

Name:

Title:

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Funding Source: 170403
(Business Unit & Account No.)

Doc ID: WP\Projects\PSAs\JWCEnvironmental

CA:rev.01.2012



Global Headquarters
 290 Paularino Avenue
 Costa Mesa, CA 92626 USA
 phone (949) 833-3888
 toll-free (800) 331-2277
 fax (949) 833-8858
 jwce@jwce.com

March 22, 2013

City of Lodi WWTP
 12751 North Thornton Road
 Lodi, CA 95242-3995

Attention: Mr. Ken Capitanich - Chief Wastewater Plant Operator

Reference: JWC Band Screens - Our Sales Order #103942

Dear Ken,

Pursuant to a meeting between Larry Parlin, and David Ban and Mike Tooley from Misco, JWCE's representative, we offer you this revised proposal to repair the Band Screens. Listed below is a summary in greater detail of what is to be provided by the City of Lodi, and JWC Environmental.

JWC Environmental to Provide:

- 1. Replace damaged cover latches: \$ 1,600.00
- 2. Replace damaged cover gaskets: \$ 193.00
- 3. Replace all SS panel frames: \$71,401.00

We recommend the replacement of all the 316SS frames that hold the perforated UHMWPE screen panels because many of the frames are damaged beyond repair on both screens. Jason and I used what we could from Screen #1 in order to get Screen #2 operable. Consequently, Screen #1 is missing many of the frames. A broken frame will catch on the internal screen components, and damage the screen (refer to item #2 in the attached Screen and Chain Panel drawing).

- 4. Replace the bottom guide assemblies: \$ 1,610.00
- 5. Replace the spray wash systems: \$17,020.00

We redesigned and relocated the spray bar to the side of the screen panels. The water now hits the panels at a perpendicular angle for better cleaning of the panel. We also added new deflector plates inside the screen to keep screenings and water in the sluice. This design reduces the amount of water that can leak out from where the drive shaft assembly penetrates the side frame (refer to the clouded details on the attached Lodi Redesign 1 drawing). With this design the 45 psi water pressure may be adequate without a booster pump.

- 6. Replace damaged drive components: \$25,985.00

The design of the drive has not changed. We will replace only those drive components that are worn or damaged, and not the entire drive assembly. This will likely consist of drive shafts, bearings, sprockets and the external chain adjustment plates. The motors and reducers should be reusable.





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 toll-free (800) 331-2277
 fax (949) 833-8858
 jwce@jwce.com

City of Lodi to Provide or Purchase:

1. Purchase new chain: \$26,053.00
2. Purchase new UHMWPE side seal tracking: \$21,227.00
 Pricing has increased slightly because the previous 1-31-13 packaged proposal JWC offered has been deemed unworkable by the City of Lodi. Therefore, we need to ask the City to accept a marginal price increase to offset our labor and material costs for these components.
3. Purchase onsite field service at \$1,700.00/Service Technician/Day (includes travel and per diem; two Service Technicians will be required for approximately 8-10 days).
 We are asking the City of Lodi to purchase field services because the 1-31-13 package originally proposed by JWC has been deemed unworkable. Without the purchase of the 3rd band screen, JWC is unable to fully absorb the labor costs to rebuild the screens. Due to the nature of the onsite work, the City of Lodi personnel do may not have the necessary knowledge and experience to do this work themselves.
4. Provide 1-2 plant maintenance personnel to assist, and any equipment necessary for the repairs.

We urgently recommend that a decision on how we are to proceed should be made sooner, rather than later. Band Screen #2 cannot continue to operate much longer without repairs. The lead time to order, fabricate and deliver the required repair components is 4-6 weeks. The estimated on-site repair time is approximately 2 weeks. If it helps expedite the ordering process, we can begin with a Letter of Intent, followed by a purchase agreement before we begin onsite repairs.

JWC Environmental remains committed to supporting the City of Lodi to insure the Band Screens provide reliable performance throughout the service life of the equipment.

If you have any questions regarding this proposal, please contact me at 714-618-4941, or at DaveB@jwce.com. Thank you.

Sincerely,
 David Barkey
 Western Regional Sales Manager
 JWC Environmental, LLC
 290 Paularino Avenue
 Costa Mesa, CA 92626-3314

Cc: Scott Kelly, Kenny Oyler, Jim Burke, Rick LeShane, Jason Kanawyer – JWC Environmental
 Mike Tooley, David Ban – Misco Water





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

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> \$2,000,000 Ea. Occurrence \$4,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> \$1,000,000 - Ea. Occurrence |
|--|--|

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

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds. (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 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. A waiver of subrogation is required for workers compensation insurance. 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.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT FOR BAND SCREEN CHAIN AND SIDE SEAL
TRACKING AND FIELD SERVICES FOR WHITE SLOUGH
WATER POLLUTION CONTROL FACILITY

=====

WHEREAS, band screens were installed at the White Slough Water Pollution Control Facility in 2007 and are used to remove rags and debris entering the plant to protect downstream equipment and processes. Soon after startup, failure occurred and repairs were required to be performed by the manufacturer under the equipment warranty. The manufacturer extended the equipment warranty for a five-year period because of the initial failure; and

WHEREAS, the manufacturer's extended warranty has expired and cost of repairs and maintenance are now the responsibility of the City. Currently, one of the two band screens remains out of service and needs repair to properly operate; and

WHEREAS, JWC Environmental is the sole source manufacturer for this equipment. JWC Environmental staff will assist City staff making the necessary repairs and has agreed to replace damaged screen panel frames, bottom guide assemblies, spray wash system, drive components, and cover latches and gaskets, at no additional cost to the City; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for band screen chain and side seal tracking and field services for the White Slough Water Pollution Control Facility, through the sole-source manufacturer, JWC Environmental, of Costa Mesa, California, in the amount of \$60,880.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Boiler Inspection, Cleaning and Repair at White Slough Water Pollution Control Facility with R. F. MacDonald Company, of Modesto (\$44,715)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for boiler inspection, cleaning and repair at White Slough Water Pollution Control Facility with R. F. MacDonald Company, of Modesto, in the amount of \$44,715.

BACKGROUND INFORMATION: The function of the three boilers at White Slough Water Pollution Control Facility (WSWPCF) is to provide heating for the anaerobic digesters, and the boilers are critical equipment for solids treatment. To maintain proper heating and operation of the four digesters, it is necessary for all three boilers to properly operate and remain in continuous service.

In 2012, R. F. MacDonald Company performed boiler maintenance and repair services for City of Lodi at WSWPCF. They replaced the boiler tubes, the Morrison tube, and the cracked rear plate in boiler No.1. Recently, it was discovered that boiler No. 3 also needs to have its tubes replaced. The cost to perform this work is \$8,665, as described in Exhibit A

Regular preventive maintenance for the three boilers is needed to ensure the boilers remain operational, but this has not been a part of the WSWPCF operations for many years. R. F. MacDonald Company will perform annual inspections and fine tuning to factory specifications of the three boilers for an annual cost of \$11,050. The inspection services and cost are described in Exhibit B. In addition, an allowance of \$25,000 is included in the contract to cover required repairs discovered during the inspections.

Staff recommends approval of the R. F. MacDonald Company Professional Services Agreement for replacement of the tubes in boiler No. 3 and inspection and repair services for all three boilers. R. F. MacDonald Company is uniquely suited to perform this work due their past history of work on the boilers at WSWPCF.

FISCAL IMPACT: If the proper repairs and maintenance are not performed, the City of Lodi could face permit violations and fines from the Air Resources Board.

FUNDING AVAILABLE: Plant Maintenance Capital Improvements (171493)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Karen Honer, Wastewater Plant Superintendent
Attachments
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and R. F. MACDONALD COMPANY (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 Boiler Inspection, Cleaning and Repair at the White Slough Water Pollution Control Facility (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 May 15, 2013 and terminates upon the completion of the Scope of Services or on May 14, 2014, 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: Karen Honer

To CONTRACTOR: R. F. MacDonald Company
 1549 Cummins Drive
 Modesto, CA 95358

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.

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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.

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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.

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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.

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR: R. F. MacDonald

By: _____


By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source: 171493
(Business Unit & Account No.)

Doc ID: WP\Projects\PSAs\RFMacDonald

CA:rev.01.2012



City of Lodi. Quote CL-AM04162012
April 16, 2012
Page 2 of 8

It is important to note that **AECP** customers will have priority on emergency service calls.

**ASSURED EFFICIENCY/COMPLIANCE PLAN FOR ANNUAL
BOILER EFFICIENCY AND PLANT SERVICES**

SECTION I includes complete annual boiler cleaning and inspection to clean heat transfer surfaces for maximum efficiency.

SECTION II includes complete periodic preventative maintenance services and fine-tuning to factory specifications for absolute maximum combustion efficiency.

- The attached Section I and II reports forms are completed as applicable by our service personnel on completion of the inspections and submitted for your permanent records.
- This contract is not transferable.
- This contract is available for renewal from year to year. A new contract will be submitted by R.F. MacDonald Co. prior to the due date of the next annual renewal fee.
- This contract does not include the furnishing of repair or replacement parts or any other material that may fail or require replacement due to normal wear and tear except as noted. (15% Preferred Customer Discount on Parts).
- Any calls in addition to those included in the **AECP** contract at the request of the owner or his agent shall be billed and paid for at the standard service rate of R.F. MacDonald Co.

SECTION I
COMPLETE BOILER CLEANING
AND INSPECTION SERVICE

R.F. MacDonald Co. agrees to provide all labor and tools to perform the following work annually.

- Open, clean and brush fireside tubes of boiler with our power equipment, clean furnace and wire wheel rear tube sheet as required.
- Open, clean and inspect low water cut-off assemblies and piping inspection plugs. Replace w/ bull plugs if needed. Flush water column, control line and waterside removing loose scale, mud and debris. (Recommend waterside cleaning at additional cost if hard and/or excessive scale is present.)
- Check MacDonnell and Miller float controls for wear (M&M recommends head replacement every 5 years regardless of condition of unit. (Not included, quoted separately)
- Check for globe valves and proper drain piping on all column blow down lines.
- Check for Mercury switches and replace at customers discretion. Additional PO or authorization required
- Check for proper code stamping.
- Clean and rebuild Penberthy high pressure sight glasses if equipped and dirty.
- Remove Warrick probes, if equipped, clean, inspect high temp wire for wear and check for proper operation.
- Check blow down valves and piping for wear.
- Replace gauge glass and gauge glass valves on water column if required. (Does not include Penberthy sight glasses)
- Replace tri-cock valves or replace with plugs at customers discretion.
- Inspect refractory, point up (seal cracks) and wash-coat all refractory surfaces.
- Paint all hand hole plates and man way plate with Cleaver Brooks high temp aluminum paint.
- Fill unit and test for leaks.
- Check safety relief devices for correct application and setting, operation and wear. (RF MacDonald Co recommends replacing/overhauling safety relief valves annually.)



City of Lodi. Quote CL-AM04162012

April 16, 2012

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- Seal and close fireside of boiler using all new gaskets (Cleaver Brooks Boilers will be all genuine Cleaver Brooks Parts).
- Replace door bolts and nuts as needed. Apply hi-temp anti-seize to all threads
- Touch up door and door bolts with Cleaver Brooks Enamel.
- Check burner pilot and main flame ignition.
- Each boiler/burner to be checked and calibrated for optimum air/fuel mixture for each fuel and adjusted to its maximum efficiency level throughout entire modulation range. Flue gas analysis includes the monitoring of temperature, O₂, CO, NO_x and excess air and will be in a format to comply with the **SJVUAPCD Monthly Monitoring** requirement. (worn controls, metering valves, linkage or affiliated equipment replacements, if required, is not included but is available at 15% discount on parts).
- **HAWK ICS** Flash Card back-up of Controls and Panelview as applicable
- Work to be done on a regular workday basis (Monday-Friday). Additional cost for weekend or Holiday work will be billed separately unless part of and noted in this contract.
- All work will be performed by R.F. MacDonald Co.'s own boiler technicians and is guaranteed to be first class in quality and workmanship.
- The boiler room shall be left in the same clean condition as existed prior to start of the work.
- A field engineer's checklist and report will be submitted upon completion of work.

This proposal does not include any extra labor and materials that may be required to correct any condition pre-existing or not evident at the time of the inspection. No extra work will be performed without prior authorization.



City of Lodi. Quote CL-AM04162012
April 16, 2012
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SECTION II
PERIODIC PREVENTATIVE MAINTENANCE AND
FINE TUNING SERVICE PROGRAM

R.F. MacDonald Co. agrees to provide the following applicable semi-annual services as indicated in the **AECP** contract.

- Check flame failure safeguard control for pilot and main flame ignition.
- Check operation of blower motor and control circuitry.
- Check operation and adjust all linkages, belts and pulleys in accordance with factory specifications. (As applicable)
- Check operation of gas valves and vents.
- Check operation and adjust all boiler operating, pressure and temperature limits, stack oxygen transmitters (if present) and running interlocks.
- Check operation of low water controls on hot water closed systems. Draw down water column and check low water controls and/or feed water pump control on steam systems.
- Combustion and efficiency testing to be monitored and recorded at firing rates or of 20%, 50%, 75% & 100% of boiler/burner capacity when applicable. Combustion efficiency will be calculated and recorded at each position and will be in a format to comply with the **SJVUAPCD Monthly Monitoring** requirement.
- Upon completion of full testing, our engineers report will be submitted for your review.



City of Lodi. Quote CL-AM04162012
 April 16, 2012
 Page 6 of 8

AECP CONTRACT

This contract shall pertain only to the following equipment.

| | Make | Model No. | Serial No. | AECP Section I | AECP Section II (1ea) | | Annual Price |
|--------------|-------------------|------------|------------|-------------------|-----------------------------|--|-----------------|
| Boiler No. 1 | Cleaver Brooks | CB700-50 | L96460 | \$2,750 | \$900 | | \$3,650 |
| Boiler No. 2 | Cleaver Brooks | CB700-50 | L97261 | \$2,750 | \$900 | | \$3,650 |
| Boiler No. 3 | Cleaver Brooks | CBLE700-50 | OL106106 | \$2,850 | \$900 | | \$3,750 |

Total for all boilers (3).....\$11,050.00

Allowance for City Approved Repairs and Replacement Parts found during service.\$25,000.00

Grand Total.....\$44,715.00

Payment Terms: On approval of credit, net 30 days from date of acceptance.

Note:

1. Contract to become effective upon the date of acceptance.
2. Initial service will be scheduled after receipt of purchase order.
3. Annualized monthly payments can be arranged if desired
4. Cancellation charges will be 50% of the balance of the contract



1549 Cummins Drive
Modesto, CA 95368
Phone: 209.576.0726
Fax: 209.576.1312
www.rfmacdonald.com

San Francisco
Fresno
Los Angeles
San Diego
Brisbane

August 23, 2012

Lodi Wastewater Treatment Plant
12751 North Thornton Road
Lodi CA

Attention: Kenneth Capitaneh
Phone: 209.333.6832
E-Mail: Kcapitaneh@lodi.gov

Kenneth,

Retube #3

In response to your inquiry for a quotation, R.F. MacDonald Co. is pleased to provide the following quotation for your review and consideration.

Retube Your Cleaver-Brooks CB700-50 SN OL106106

- Lock out energy sources
- Open front and rear heads
- Cut out all (49) boiler tubes
- Remove hand hole plates and clean all gasket faces
- Wash out boiler of all loose scale and debris
- Provide and install (49) 2.5" x .105 m/w SA 178A boiler tubes (tubes are upgraded from .095 m/w to .105 m/w tubes)
- Roll and bead front tube attachments and upper rear attachments
- Provide and install new hand hole gaskets
- Fill unit
- Hydro-Test Boiler
- Combustion tuning not included in this proposal.

Price including Labor, Materials, and tax is.....\$8,665.00

- **Not Covered:** Any work that is not specifically described above
- Unit needs to be cool at time of repairs
- Any additional work found upon further inspection or during repairs will be at an additional cost



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

- | | |
|--|--|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u> \$1,000,000 Ea. Occurrence \$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> \$1,000,000 Bodily Injury - Ea. Person \$1,000,000 Bodily Injury - Ea. Occurrence \$1,000,000 Property Damage - Ea. Occurrence</p> |
|--|--|

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) Completed Operations Endorsement
 For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause
 The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
 This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT FOR
BOILER INSPECTION, CLEANING AND REPAIR AT
WHITE SLOUGH WATER POLLUTION CONTROL
FACILITY WITH R. F. MACDONALD COMPANY

=====

WHEREAS, the function of the three boilers at White Slough Water Pollution Control Facility (WSWPCF) is to provide heating for the anaerobic digesters, and the boilers are critical equipment for solids treatment. To maintain proper heating and operation of the four digesters, it is necessary for all three boilers to properly operate and remain in continuous service; and

WHEREAS, in 2012, R. F. MacDonald Company performed boiler maintenance and repair services for City of Lodi at WSWPCF, wherein they replaced the boiler tubes, the Morrison tube, and the cracked rear plate in boiler No.1. Recently, it was discovered that boiler No. 3 also needs to have its tubes replaced; and

WHEREAS, staff recommends approval of the R. F. MacDonald Company Professional Services Agreement for replacement of the tubes in boiler No. 3 and inspection and repair services for all three boilers.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for boiler inspection, cleaning and repair at White Slough Water Pollution Control Facility with R. F. MacDonald, of Modesto, California, in the amount of \$44,715.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Rental and Installation of Generator for the White Slough Water Pollution Control Facility with Holt of California, of West Sacramento (\$37,900.68)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for rental and installation of generator for the White Slough Water Pollution Control Facility with Holt of California, of West Sacramento, in the amount of \$37,900.68.

BACKGROUND INFORMATION: The Northern California Power Agency (NCPA) has scheduled the Lodi Energy Center (LEC) shutdown for 16 days from May 10th to May 26th to perform switchyard and breaker maintenance on electrical equipment that is common to LEC and Steam Turbine Injected Gas (STIG) turbine. This work will require shut down of electrical power to the White Slough Water Pollution Control Facility (WSWPCF) for four to five days during the week of May 12th. The WSWPCF is required by the City's discharge permit to have two separate power sources and has an emergency generator to supply electrical power during unexpected outages that provides the second source. However, the permit provisions require *"adequate backup equipment be installed in the exercise of reasonable engineering judgment to prevent a bypass from occurring during normal periods of equipment downtime or preventive maintenance"*.

Because of the scheduling with advance notice, NCPA preventive maintenance activities preclude reliance solely on the plant emergency generator as the primary power source for an extended period of time. Therefore, staff recommends the rental of a generator as the primary power source required to provide adequate reliability for electrical power during the NCPA scheduled maintenance period.

Three quotes were solicited for generator rental and installation:

| <u>Vendor</u> | <u>Location</u> | <u>Quote</u> |
|---------------------------|-----------------|----------------|
| Holt of California | West Sacramento | \$37,900.68 |
| Aggreko | Benicia | Non-Responsive |
| California Diesel & Power | Martinez | Non-Responsive |

Two bids were deemed non-responsive. Aggreko cannot provide one large generator and high voltage connection/ installation services. California Diesel & Power's quote did not include after hours generator service/repair and excluded sales tax.

FISCAL IMPACT: If the electrical power supply fails and wastewater is not properly treated, the City is subject to penalties and fines of \$10 per gallon.

FUNDING AVAILABLE: Wastewater Utility Fund – Plant Maintenance (170403)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director – Utilities
cc: Karen Honer, Wastewater Plant Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HOLT OF CALIFORNIA (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 Rental and Installation of Generator for White Slough Water Pollution Control Facility (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 May 9, 2013 and terminates upon the completion of the Scope of Services or on June 9, 2013, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Larry Parlin, Deputy Public Works Director - Utilities

To CONTRACTOR: Holt of California
 3850 Channel Drive
 West Sacramento, CA 95691
 Attn: Glenn Greene

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:HOLT OF CALIFORNIA

By: _____



By: _____

Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:170403
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\Holt of California

CA:rev.01.2012



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

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> \$3,000,000 Ea. Occurrence | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> \$1,000,000 - Ea. Occurrence |
|---|--|

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

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 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. A waiver of subrogation is required for workers compensation insurance. 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.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR RENTAL AND INSTALLATION OF GENERATOR FOR THE WHITE SLOUGH WATER POLLUTION CONTROL FACILITY WITH HOLT OF CALIFORNIA

WHEREAS, the Northern California Power Agency (NCPA) has scheduled the Lodi Energy Center (LEC) shutdown for 16 days from May 10th to May 26th to perform switchyard and breaker maintenance on electrical equipment that is common to LEC and Steam Turbine Injected Gas (STIG) turbine. This work will require shut down of electrical power to the White Slough Water Pollution Control Facility (WSWPCF) for four to five days during the week of May 12th; and

WHEREAS, WSWPCF is required by the City's discharge permit to have two separate power sources and has an emergency generator to supply electrical power during unexpected outages that provides the second source. However, the permit provisions require "adequate backup equipment be installed in the exercise of reasonable engineering judgment to prevent a bypass from occurring during normal periods of equipment downtime or preventive maintenance"; and

WHEREAS, because of the scheduling with advance notice, NCPA preventive maintenance activities preclude reliance solely on the plant emergency generator as the primary power source for an extended period of time; therefore, staff recommends the rental of a generator as the primary power source required to provide adequate reliability for electrical power during the NCPA scheduled maintenance period; and

WHEREAS, three quotes were solicited for generator rental and installation:

| <u>Vendor</u> | <u>Quote</u> |
|---------------------------|----------------|
| Holt of California | \$37,900.68 |
| Aggreko | Non-Responsive |
| California Diesel & Power | Non-Responsive |

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for rental and installation of generator for the White Slough Water Pollution Control Facility with Holt of California, of West Sacramento, California, in the amount of \$37,900.68.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Design of Library Renovation Phase 3 Project with WMB Architects, of Stockton (\$29,805) and Appropriating Funds (\$35,000)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for design of Library Renovation Phase 3 Project with WMB Architects, of Stockton, in the amount of \$29,805 and appropriating funds in the amount of \$35,000.

BACKGROUND INFORMATION: In 2008, the Library Renovation Phase 2 Project was completed that made improvements to the entry, bathrooms, reception area and children’s area. The Library Board and Library Foundation have voted to move forward with the Phase 3 renovation project that will complete carpet, lighting, communications, space conditioning and furniture upgrades within the area identified in Exhibit A. In addition, rooms to accommodate tutoring, a computer laboratory and meetings will be created, as shown in Exhibit A. Café-style and teen sitting areas will be also be provided.

WMB Architects was the design firm for the Phase 2 project and has been selected by the Library Board to provide architectural and construction support services for the Phase 3 project. The project budget is approximately \$400,000 and will be funded by Library Capital, Library Trustee donations, and Library Foundation funds that will be transferred to the Library Fund (211815) as expenses are incurred.

The Phase 3 project is smaller in scope and cost than previously represented to the City Council. Cost savings are to be realized by not moving the book stacks and not purchasing new furniture. Existing furniture will be refinished and reupholstered as needed.

Staff recommends approval of the WMB Architects Professional Services Agreement for the Library Renovation Phase 3 Project in the amount of \$29,805 and appropriating funds in the amount of \$35,000 with the additional appropriation allocated to cover staff costs.

FISCAL IMPACT: Not applicable.

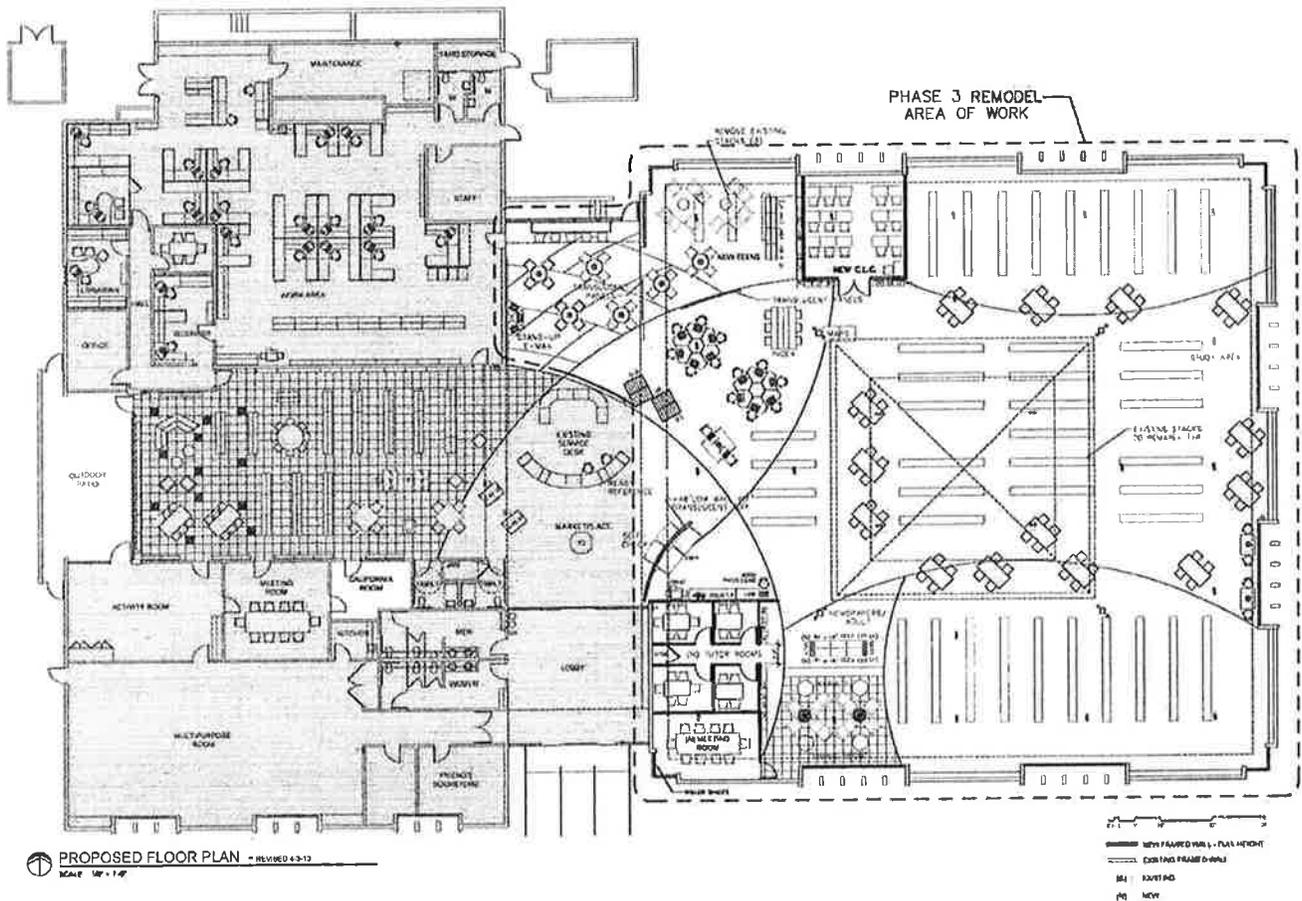
FUNDING AVAILABLE: Requested Appropriation: Library Fund (211185) - \$35,000

Jordan Ayers
Deputy City Manager/Internal Services Director

Wally Sandelin
Public Works Director

FWS/GW/pmf
Attachment
cc: Interim Library Director

APPROVED: _____
Konradt Bartlam, City Manager



PROPOSED FLOOR PLAN - REVISED 4-2-12
SCALE 1/4" = 1'-0"

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WMB ARCHITECTS (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 Lodi Public Library - Phase III Remodel (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 May 15, 2013 and terminates upon the completion of the Scope of Services or on December 31, 2014, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: WMB Architects
 5757 Pacific Avenue, Suite 226
 Stockton, CA 95207

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:WMB ARCHITECTS

By: _____


By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:211815
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\WMB_Library

CA:rev.01.2012

**WMB ARCHITECTS**

5757 Pacific Avenue Suite 226
Stockton CA 95207
209.944-9110

**PROPOSAL OF SERVICES
LODI PUBLIC LIBRARY – PHASE III REMODEL
WMB Job # 10-103
4-12-13**

DESCRIPTION OF THE PROJECT

Based on the Schematic Floor Plan approved by the Lodi Library Board on April 8, 2013, WMB is proposing to provide architectural and engineering services for the following scope of services:

SUMMARY SCOPE OF SERVICES

The scope of services includes:

- Construction Documents
- Building Department processing
- Bidding/negotiation
- Construction administration services.

The proposal includes services of the following disciplines:

- Architectural
- Mechanical engineering (HVAC)
- Electrical engineering

The proposed fee is based upon tasking the time anticipated for each phase of the work. Our proposal for architectural / engineering services is divided into the following phases:

SCOPE OF SERVICES BY PHASE

Phase 1 Construction Documents

- Based upon the approved schematic documents and budget, develop working drawings, specifications and calculations as required for obtaining the building permit, and for bidding and constructing the building.
- Review meeting with Client to finalize interior finishes selections.
- Review meetings with Client to finalize outstanding equipment and building systems selection issues.

Phase 2 Building Department

- Prepare construction document drawings, specifications and calculations required for Building Department permit submittal.
- Provide back check documentation as required to secure the Building Department permits.

Phase 3 Bidding / Negotiation

- Provide assistance for answering questions during the bidding period.
- Prepare addendum to the bid documents as required for Building Department changes. Changes to design / documents for value engineering caused by General Contractor error in cost estimating will be invoiced as additional services.
- Review General Contractor bid/ sub-bids with Client. Two (2) meetings provided.
- Review General Contractor / Owner contract for conformance with project requirements. Separate review by Client's legal counsel is recommended.

Phase 4 Construction Administration

- Construction site meetings with architect – assume 3 months construction timeframe. Eight (8) meetings provided in proposal.
- 2 site visits each for mechanical and electrical engineer.
- Process and document as required General Contractor's Requests for Information (RFI's).
- Process product submittals and shop drawings.
- Review and evaluate substitutions to products and equipment submitted by the General Contractor.
- For RFI, submittal and substitution review and processing, this proposal assumes 2 hours per week Principal Architect time. (in addition to construction meetings and punch list services). Administration services required for this work that exceed 20% of the aggregate hours provided in this proposal will be invoiced as additional services.
- Punch-list site and building evaluation at substantial completion. Develop punch list of items for correction. Follow-up site and building evaluation of punch list items at final completion.
- Review of General Contractor's Operations and Maintenance Manual and warranties.
- WMB Architects will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The firm will also not be responsible for construction means, methods, techniques or procedures or for safety precautions and programs in connection with the work, and will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

Exclusions:

- Payment of City, County, school district or utility agency fees for the project
- Printing of construction documents for purposes of bidding or construction

Client Responsibilities:

The following are to be provided as a responsibility of the Client and be paid for by the Client:

- A. The Client shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the project. The Client or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

PROJECT SCHEDULE

This proposal was developed with the following schedule timeframe assumptions:

| | |
|--|-------------------------|
| Lodi City Council approval of scope and fee proposal | May 1, 2013 |
| Consultant Notice to Proceed | May 2, 2013 |
| Construction Documents Phase Complete | June 28, 2013 |
| Building Permit application submittal | July 1, 2013 |
| Request Board/Council approve plans & specs to bid | August 2013 |
| Bidding / Contract Negotiation | September/ October 2013 |
| Construction Start | Spring 2014 |
| <i>Construction Period Estimated</i> | <i>3 months</i> |

FEE PROPOSAL

WMB will provide these services for a fixed fee of \$29,805 as itemized by phase and discipline below. Reimbursable fees are in addition to the fee and will be billed at cost plus 10 percent.

| SUMMARY | | | | |
|-------------------------------|------------------|-----------------|-----------------|------------------|
| | WMB | | | Totals |
| Phase of Work | Arch | Mech | Elect | By Phase |
| CONSTRUCTION DOCS | \$ 9,240 | \$ 2,925 | \$ 3,000 | \$ 15,165 |
| BUILDING DEPARTMENT | \$ 1,645 | \$ 675 | \$ 250 | \$ 2,570 |
| BIDDING/NEGOTIATION | \$ 1,420 | \$ 900 | \$ 250 | \$ 2,570 |
| CONSTRUCTION ADMIN. | \$ 6,750 | \$ 1,500 | \$ 1,250 | \$ 9,500 |
| TOTAL HOURLY BASED FEE | \$ 19,055 | \$ 6,000 | \$ 4,750 | \$ 29,805 |

This proposal does not include civil engineering, structural engineering, landscape architecture, production sound/lighting design, geotechnical testing or special inspections.

Statements shall be rendered monthly and paid in proportion to amount of services completed. Additional services required beyond the scope of work will be billed on a time plus materials basis per the attached fee schedule.

Reimbursable expenses include printing and copying documents to develop design and review the project, promotional rendering display boards (if required) and sets required for building department processing. WMB does not charge for mileage for client meeting or construction meeting travel.

We look forward to the opportunity to work with you through the successful completion of this construction project.

The terms of this document are valid for 90 days from date on page 1. If the proposal is not agreed to within 90 days and a contract signed, the proposal, including proposed fee and schedule, is void and the terms will be re-negotiated.



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

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence \$2,000,000 Aggregate | \$1,000,000 - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u> | |
| \$1,000,000 Ea. Occurrence | |

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

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 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. A waiver of subrogation is required for workers compensation insurance. 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.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

| | | | |
|-------------------------|---|----------|------------|
| TO: | Internal Services Dept. - Budget Division | | |
| 3. FROM: | Rebecca Areida-Yadav | 5. DATE: | 04/17/2013 |
| 4. DEPARTMENT/DIVISION: | Public Works | | |

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|------------------------------|--------|-------------|-----------|----------------------|--------------|
| A. SOURCE OF FINANCING | 2111 | | 6153 | Donations | \$ 35,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| B. USE OF FINANCING | 211 | 211815 | 1825.2250 | Phase III Renovation | \$ 35,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

Professional Services Agreement for design of Library Renovation Phase 3 project with WMB Architects.

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

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

Department Head Signature: Wally Sanchez

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. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT FOR THE DESIGN OF THE
LIBRARY RENOVATION PHASE 3 PROJECT WITH
WMB ARCHITECTS AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in 2008, the Library Renovation Phase 2 Project was completed that made improvements to the entry, bathrooms, reception area and children’s area. The Library Board and Library Foundation have voted to move forward with the Phase 3 renovation project that will complete carpet, lighting, communications, space conditioning, and furniture upgrades. Rooms to accommodate tutoring, a computer laboratory and meetings will be created; and Café-style and teen sitting areas will be also be provided; and

WHEREAS, WMB Architects was the design firm for the Phase 2 project and has been selected by the Library Board to provide architectural and construction support services for the Phase 3 project; and

WHEREAS, staff recommends approval of the WMB Architects Professional Services Agreement for the Library Renovation Phase 3 Project in the amount of \$29,805, and further recommends appropriating funds in the amount of \$35,000 with the additional appropriation allocated to cover staff costs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the design of the Library Renovation Phase 3 Project with WMB Architects, of Stockton, California, in the amount of \$29,805; and

BE IT FURTHER RESOLVED that funds in the amount of \$35,000 be appropriated for this project from the Library Fund.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City (\$29,925)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City, in the amount of \$29,925.

BACKGROUND INFORMATION: Federal transportation statutes require that local agencies develop and periodically update a long-range Regional Transportation Plan (RTP) and a Transportation Improvement Program (TIP). The TIP programs federal funds to transportation projects identified in the RTP. In order to effectively execute these planning and programming responsibilities, the Federal Transportation Administration requires each transit operator receiving federal funding to prepare and adopt a Short-Range Transit Plan (SRTP).

The City's current SRTP was accepted by City Council in 2009 and provided a 10-year plan for the Lodi's transit system. Since then, the City reduced services, increased fares, and implemented the majority of the current SRTP capital improvement recommendations. As a result, staff proposes to update the SRTP by developing new recommendations for the capital improvement plan; updating the financial plan, including forecasting available funding and expenditures; and recommending marketing strategies. The project also includes updating goals and objectives, conducting analyses and evaluations, recommending expansion options, conducting public surveys/stakeholder interviews, and hosting public meetings. To meet current State and federal revenue projections, the SRTP update includes public participation and recommendations for extending service hours.

Request for Proposals (RFP) for the SRTP Update (FY 2013/14 - FY 2023/24) was released on March 11, 2013. Two proposals were received on April 10, 2013. Submitted proposals were reviewed and evaluated by the City Engineer/Deputy Public Works Director, Transportation Manager, and Transportation Planner. The proposals were scored based on the following factors: Understanding of the Project and Scope of Work (35%), Firm/Staff Experience and Qualifications (30%), Experience with Similar Projects (25%), and Proposed Fee (10%). All three staff members recommended LSC Transportation Consultants, Inc. The recommended proposal exceeded the RFP requirements; offered the most comprehensive approach and scope; and presented an inventory, assessment and recommendations for the current bus stop locations. In addition, LSC Transportation Consultants has provided extensive expertise in transportation and transit consulting services for more than 30 years.

The RFPs are listed below in order as ranked by staff:

APPROVED: _____
Konradt Bartlam, City Manager

| Proposer | Location | Proposal Amount |
|--------------------------------------|-----------------|------------------------|
| LSC Transportation Consultants, Inc. | Tahoe City | \$29,925.00 |
| Moore and Associates | Valencia | \$29,294.70 |

A copy of the Professional Services Agreement has been included as an attachment.

FISCAL IMPACT: Consultant services to update the SRTP meet the requirements to receive Federal funds for the City of Lodi's transit services.

FUNDING AVAILABLE: Funds for this agreement are from Transportation Development Act (TDA) funds and are included in the FY 2012/13 Transit Capital (1251) budget. Total budget for consultant services (including expenses) and contingencies is not to exceed \$33,000.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

Attachment

cc: Transportation Manager/Senior Traffic Engineer
LSC Transportation Consultants, Inc., Principal Gordon Shaw
SJCOG, Associate Regional Planner Zepeda

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and LSC TRANSPORTATION CONSULTANTS, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for City of Lodi Short-Range Transit Plan Update (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 May 15, 2013 and terminates upon the completion of the Scope of Services or on May 14, 2014, 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: Paula Fernandez, Transportation Manager/Sr. TE

To CONTRACTOR: LSC Transportation Consultants, Inc.
 2690 Lake Forest Road, Suite C
 P.O. Box 5875
 Tahoe City, CA 96145

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:

By: _____



By: _____

Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:1251
(Business Unit & Account No.)

Doc ID:WP\Projects\Transit\ShortRangeTransitPlan\2013 SRTP\LSCTransportationPSA

CA:rev.01.2012

Exhibit A

LSC Short Range Transit Plan Update Work Scope

LSC Transportation Consultants, Inc. proposes the following specific approach to the SRTP Update based on our interpretation of the City's RFP and successful experience in similar study areas. The Team will work closely with local staff to complete all of the work elements called for in the RFP. We have found through experience in previous transit and transportation planning studies that this manner of approaching the proposed Work Plan provides for a cost-effective use of resources, as well as allowing the client staff to keep well apprised of our progress. The following pages present a detailed outline of our proposed Work Plan.

Task 1.0: Project Meetings and Coordination

Task 1.1: Project "Kick-off" Meeting

After a review of prior studies and documents available on-line, the Consultant Team will develop and provide to the City of Lodi a list of desired data items. An initial "kick-off" meeting will be held in Lodi between the Consultant Team and the City.

This meeting will have a number of goals, including the following:

- ◆ Review of the data list to identify any missing items and to decide a course of action to collect or develop additional data.
- ◆ Provide the Consultant Team with a clear understanding of the issues at stake in the study, as well as the position of local interest groups.
- ◆ Identification of external factors (such as planning processes in other jurisdictions, or relationships with private partners) that will impact the transit "environment" over the coming five years.
- ◆ A frank discussion of the current status of transit services in the area and recently implemented SRTP recommendations, including both existing strengths and shortcomings.
- ◆ Finalize the work program, including the public participation plan, to best address the issues identified, and to best address the additional data needs.

| | |
|---|---|
| DOCUMENTATION / DELIVERABLE: | <i>The Study Team will provide the City of Lodi staff with a finalized project timeline and detailed deliverable information.</i> |
|---|---|

Task 2.0 Data Review and Policy Review

Task 2.1: Review Existing Transit Plans, Planning Documents and Other Pertinent Data

A number of planning studies have been conducted in City of Lodi in recent years, it is particularly important to ensure that the 2013 SRTP Update be consistent with adopted plan as well as limit duplication of analysis. Therefore, the Consultant Team will obtain and review, at a minimum, the following documents and data at the beginning of the project:

- ◆ 2009 Lodi SRTP
- ◆ City of Lodi General Plan
- ◆ Regional Transportation Plan (RTP)
- ◆ Transportation Improvement Program (TIP)
- ◆ Recent Triennial Performance Audits (TPAs)
- ◆ Existing goals and objectives for Lodi's transit program
- ◆ Marketing Program for the City's transit program
- ◆ Unmet needs hearing minutes and findings for the City of Lodi, in addition to other public meeting comments related to transit
- ◆ Existing service contract and agreements
- ◆ Existing survey data

Task 2.2: Review Existing Marketing Materials

A successful marketing program is a key element to any transit program. As part of this task, the Team will review existing marketing materials currently used by the City of Lodi. This includes the following:

- ◆ Marketing Plan for the City of Lodi's transit program
- ◆ Marketing materials used, such as advertisements
- ◆ Riders guides and brochures
- ◆ Signage
- ◆ The City's website for the transit program

Task 2.3: Review Policies in Existing Planning Documents

As part of the update process, existing policies will be reviewed to determine whether they are still applicable, and what, if any, policies are needed to address existing issues and challenges. As a result, the Team will review the policies within the City's General Plan that related to transit and transportation, as well as those included in the current Short Range Transit Plan.

Task 2.4: Demographic and Transit Service Overview

LSC proposes an additional subtask that outlines the demographic characteristics of the study area, as well as a brief overview of the existing transit services available.

Demographic Overview

In developing an appropriate transit plan, it is essential to gain an understanding of the demographic conditions under which services are provided, as well as to inventory current service options within the study area. To this end, we would propose to conduct a demographic analysis of the study area from the perspective of transit factors and present existing local and regional services as discussed below.

The data supplied by the U.S. Census, social service agencies, and state agencies will be used to obtain existing and projected information about the general population and potential transit-dependent populations, including elderly, disabled, low-income and youth groups.

The Consultant will update information concerning major activity centers and trip generators such as hospitals, clinics, senior centers, shopping centers, recreation areas, employment centers, education centers, and other major transit generators.

Additionally, the analysis will provide details regarding the economic climate of the study area, as well as housing trends. Land use patterns, such as the location of multifamily housing areas and larger planned developments, will be considered. Planning department staff will then be contacted to generate a clear picture of development trends in the Lodi area and their impact on the long term demand for transit service. The most recent available Census data, local planning offices, social service agencies, and state agencies will be used to obtain the existing and projected information about these population groups.

Transit Services Overview

A brief overview of the Lodi transit services will also be prepared, including the following:

- ◆ Service area and clients served
- ◆ Hours of operation and level of service
- ◆ Fare structure
- ◆ Equipment and facilities
- ◆ Transit contractor management structure and organization
- ◆ Maintenance arrangements
- ◆ Existing fleet replacement and bus stop improvement plans
- ◆ Marketing efforts

This information will be valuable in developing each of the SRTP Update elements, including service, capital and financial alternatives.

Task 3.0: Service Performance and Evaluation

Under this task, the Consultant will review existing transit data to determine levels of service and if the current systems is meeting established performance measures.

Task 3.1: Review Current Performance Measure Data

Review Current Performance Measure Data

As part of this task, the Consultant Team will perform a thorough analysis of the effectiveness and efficiency of public transit services operated by the City of Lodi. The analysis will provide a base for the alternatives analysis in later tasks and help determine the extent to which the goals and objectives for transit service in the region have been met. The analysis will review existing ridership data provided by the City of Lodi, and will be used to determine existing performance measures. Ridership will be evaluated on multiple levels for each route, including historical yearly totals, passenger-trips per month and per day totals.

Operating data will also be collected and analyzed, such as operating costs, vehicle miles and hours, and farebox revenues. A cost allocation model will be developed, to be used in later tasks to formulate and analyze potential service alternatives.

Measure Transit Services Against Performance Standards

To form an understanding of ridership and performance trends in the City of Lodi, the Study Team will provide a historical perspective of transit operation data. This data will include general ridership trends, as well as performance trends (cost per revenue-mile and revenue-hour, passenger trips per vehicle-mile and vehicle-hour, and farebox recovery) over a specific period of time, and will include an inventory of transit demand. The results will be presented through text and accompanying charts/graphs.

The Study Team will also conduct a performance evaluation of the City of Lodi transit system. The **service efficiency analysis** will consider the organization's ability to put service on the street in a cost-effective manner. Performance measures that will be evaluated as part of this process include cost per revenue-mile and cost per revenue-hour for each route and service. Additionally, using information obtained from the City's transit program regarding demand response service, service efficiency for paratransit will also be evaluated.

The **service effectiveness** evaluation will measure the service's ability to generate ridership and farebox income, and will include a review of such measures as passenger-trips per vehicle-mile, passenger-trips per vehicle-hour, farebox return ratio, cost per passenger-trip, and net operating subsidy per passenger-trip. These evaluations will be conducted for each route and service. Demand response service effectiveness will also be reviewed, based on data provided by the City of Lodi.

Task 3.2: Conduct Onboard Surveys to Solicit Customer Feedback

On-board surveys are an integral part of gaining a clear understanding of actual trip-making patterns of existing ridership, demographic characteristics of passengers, perception of existing services in the City of Lodi, and the need for service improvements. On-board survey forms for both the existing fixed route and Dial-A-Ride service will be developed and administered by Consultant staff. The one page survey will be written in both English and Spanish. Data collected might include the following:

- ◆ Travel mode to and from the bus (including transferring from another service)
- ◆ Residency status (full-time resident, part-time resident, day visitor, overnight visitor)
- ◆ Trip origin and destination
- ◆ Ridership frequency
- ◆ Trip purpose
- ◆ Reason for using the bus and auto availability
- ◆ Opinion regarding service characteristics
- ◆ Age
- ◆ Disability
- ◆ Household income
- ◆ Desired service improvements

Previous on-board surveys will be reviewed to identify opportunities to track changes in responses over time. The Consultant will present the draft on-board survey form to City of Lodi staff for review and comment. Any necessary comments will be incorporated to develop the final survey form.

We propose to place survey forms on each transit route for passengers to take as they enter the bus. A box will be available for completed surveys to be deposited upon exiting. LSC staffers will be stationed at the Lodi Transit Center over the course of the operating day (7:30 AM to 6:30 PM), in order to accomplish the following:

- ◆ Install boxes (clipped to the handrail) to provide passengers with an opportunity to pick up the form and a pencil on entry, and deposit the completed form on exit.
- ◆ Board the buses just prior to departure from the transit center to encourage participation in the survey.
- ◆ Collect completed forms at the end of every run, keep boxes supplied with empty forms, and pick up any discarded surveys or pencils.

We propose that a similar on-board passenger survey form be distributed by the drivers on the Dial-A-Ride and VineLine services. The Consultant will provide the drivers with packets containing survey forms, instructions, and other materials needed to provide passengers with the opportunity to complete survey forms over the same time period that fixed route service is surveyed.

The results of the on-board surveys will provide for a detailed analysis of passenger activity, characteristics, and perceptions of the system. Information will be presented in the form tables, graphs and text as a separate appendix and summarized in the main document.

Task 3.3: Evaluate Transit Service Alternatives

In addition to the above subtasks, LSC proposed to include a third component that will evaluate and present potential service alternatives. The Consultant Team will work with the local staff and others as deemed appropriate, to decide alternatives that should be evaluated. The alternatives will be formulated based on public input, the unmet needs and transit demands identified in earlier tasks. The following information will be provided for each alternative:

- ◆ Type of service to be offered.
- ◆ Operating characteristics, including service areas, routes and schedules, hours of operation, vehicle mileage, ridership, etc.
- ◆ Ridership impacts, disaggregated by type of rider. In particular, LSC will compare the potential for additional new riders versus the impact of any service modifications on existing ridership.
- ◆ Financial characteristics including operating, capital and administrative costs as well as fares, charter, advertising, tax, and other revenues. Cost and revenue figures will be projected for each of the five years.
- ◆ Provisions for meeting elderly and disabled needs in general and the requirements of the ADA in particular.

Each of these components will be incorporated into a cost-effectiveness analysis for the alternatives. The alternatives will also be evaluated based on the goals and objectives for transit service in the study area. At a minimum, the following alternatives will be assessed:

- ◆ Expansion in service area
- ◆ Changes in the hours of service
- ◆ Potential to provide or expand commuter service
- ◆ Route modifications to provide enhanced service in existing areas
- ◆ Eliminating or restructuring of service to areas with poor performance
- ◆ Review opportunities for increased coordination with regional transit providers
- ◆ In addition, a “status quo” alternative will be projected over the five-year study horizon to identify the impacts associated with maintaining current operations.

The alternatives will be developed after close consultation and coordination with local staff. Alternatives will be refined from the conceptual level to better define operational systems in terms of their feasibility, level of service, rolling stock requirements, maintenance facilities, etcetera. Based upon the configuration and service quality of the alternative systems, forecasts of ridership will be prepared.

Task 3.4: Develop / Update Service Goals, Objectives and Performance Standards

LSC also proposes a fourth and final component to Task 3.0, which will develop and update service goals, objectives and performance standards for the transit system.

A crucial element in the success of any organization is a clear and concise set of goals and objectives, and the standards needed to attain them. This task will include a review of existing goals set forth by the City of Lodi to determine whether they remain representative and achievable, to analyze the extent to which they have been achieved, and to ensure that they meet all federal and state requirements. At a minimum, the performance indicators required under the Transportation Development Act will be incorporated into the analysis. Other subject areas that may warrant goals and objectives include the following:

- ♦ *Service availability* – which portions of the community will be provided with transit service, and to what service levels?
- ♦ *Service standards* – the minimum level of service to be provided to the various sub-markets.
- ♦ *Service quality* – standards for on-time performance, advance requirements for demand-response trip-requests, number of missed trips, and vehicle cleanliness.
- ♦ *Cost effectiveness* – minimum farebox return ratio (segmented by service type), and maximum cost or subsidy per passenger-trip.

These goals and objectives will be developed in an iterative process. Based upon “real world” information yielded by the analysis of system performance in this task, we will evaluate existing goals, policies and standards, and identify draft modifications and/or additions. These guidelines will then be used to evaluate the service alternatives developed earlier in this task. The draft goals and objectives will then be revisited to ensure that they are reasonably achievable, yet still will encourage improved efficiency and effectiveness of transit resources.

Task 4.0: Marketing Analysis and Strategy

Marketing is critical to changing the way people travel. Route and schedule changes, introduction of new services and other changes must be communicated to bring about awareness and ridership. In the City of Lodi’s tourist economy, the branding and marketing of alternative transportation services allows the visitor more travel options. Effective transit marketing elevates the public’s perception of the transit system, thereby making transit a more attractive travel mode and maximizing ridership.

Task 4.1: Assess Current Marketing Techniques and Efforts

The first portion of this task will be to review in detail the existing marketing techniques employed by the City of Lodi and determine their effectiveness, and will be compared against industry standards. Upon review, improvement opportunities will be identified. This information will be used to update existing marketing goals and objectives, as discussed in Task 4.2.

Task 4.2: Update Current Marketing Goals and Objectives and Marketing Plan

Based on the results of Task 4.1, the Consultant will identify several marketing strategies for the City of Lodi to consider at the time of plan implementation. These options will consider the following:

- The various potential transit “markets” including types of passenger, trip purpose, and origin/destination

- The appropriate message for each high-potential transit market
- The optimal media strategies (including social media)
- The use of social service program managers and other “gate keepers” to reach specific passenger groups
- Specific short-term marketing efforts to support new transit services
- Initial media preparation costs, and ongoing costs

These strategies will be reviewed by the City for input. The cost of each strategy will be identified, and recommended elements will be incorporated into the final financial plan.

Additionally, the Study Team will develop tailored marketing objectives and policies for the transit system. The first step will be to identify an overall goal for the system marketing, as well as customized goals and outputs for the targeted audiences. This provides the Study Team with a clear purpose and focus in working with the City of Lodi to develop a set of objectives and policies aimed at improving service, bringing awareness to the system, increasing / expanding ridership, and improving the customer experience. In other words, it strives to get people out of their cars and onto transit.

Task 4.3: Provide Sample Advertising Policies for New Bus Advertisement Panels

The third component of Task 4.0 is the provide sample advertising policies as they relate to new bus advertisement panels to City Staff and City Council. These policies will be geared towards new advertising methods on new buses put into service. Included in this effort will be policies addressing wording, placement, and cost, as well as recent legal opinions regarding freedom of speech rights and ability of transit providers to define appropriate content of advertising.

Task 5.0 Capital and Financial Plan

As part of this task, the Consultant will assess potential capital needs, evaluate potential financial strategies for transit improvements as well as develop management strategies that can best further the transit program.

Task 5.1: Review and Develop the Capital Improvement Plan

Based on the service alternatives evaluated in Task 4.4, the Consultant will outline a transit capital program for selected alternatives.

Specific elements of the capital recommendations will include:

- Fleet plan (for both replacement and expansion vehicles, as discussed in Task 5.2)
- Maintenance facility requirements (Task 5.3)
- Transit centers and Park-and-Ride lots (including a capacity review of existing facilities to accommodate the service plan projections) (Task 5.4)
- Safety and Security elements
- Other capital elements (such as passenger amenities, transit equipment, software upgrades, communications equipment, and office facilities)

The resulting capital requirements will be projected over a ten-year span. Costs and appropriate funding sources will also be identified, on a year-by-year basis.

Task 5.2: Review and Update Fleet Replacement Plan

As part of the overall Capital Improvement Plan, the Study Team will develop a fleet replacement plan for the City of Lodi transit program. The current fleet will be evaluated, with particular focus on model year and current mileage of each vehicle. For each vehicle, average miles per year will be calculated and used to forecast the remaining useful life, per Caltrans standards. Additionally, CARB and other air quality standards will be considered. The resulting replacement plan will identify the recommended year for replacement of each vehicle and the size required based on potential service improvements and future ridership estimates.

Task 5.3: Develop an Inventory of Existing Assets and Replacement Plan

Under this subtask, the Study Team will inventory the existing capital assets currently held by the City of Lodi. This will include the maintenance facility, transit center, safety and security elements, and passenger amenities. Upgrades and replacements will be identified based on potential service expansions and improvements, as well as to modernize or update aging equipment / facilities. To the degree that transit facilities and assets are shared with other City departments, this will include coordination with the other departments.

Task 5.4: Identify Primary Transit Corridors and Needed Improvements

In addition to the activities in Task 5.3, the Team will review existing transit data to identify the primary transit corridors served by the Lodi transit services. Upon review, we will inventory the transit amenities and conditions within the corridor. LSC staff will travel along all routes, creating an updated inventory of bus stop amenities (signs, benches, shelters) and current condition. A draft list of recommended improvements will be developed, and reviewed with City staff. This data will be used as a baseline to determine which stops warrant improvements, as well as the specific improvements warranted. This may include ADA access issues, pedestrian and bicycle linkages / amenities, pavement condition on roads and at stops, passenger amenities and signage. The information will be included as part of the overall Capital Improvement Plan (Task 5.1).

Task 5.5: Conduct Financial Analysis and Alternatives

To effectively develop a reliable financial plan, it is necessary to identify future funding sources for the planned operating and capital alternatives developed in Task 3.0. The consultant will develop 10-year cash flow projections to match the recommended service alternatives and their capital elements.

In coordination with the City of Lodi, the consultant will prepare a list of funding source assumptions for the following:

- ◆ Transportation Development Act funds
- ◆ Federal Transit Administration funds
- ◆ Fare revenues
- ◆ Measure K revenues
- ◆ Joint funding with adjacent jurisdictions
- ◆ Private funding partnership opportunities

Both the operating and capital alternatives will be used to forecast future financial requirements. Through an iterative process, differing capital and service improvement plans can be evaluated to ensure that an adequate funding balance is maintained through the life of the plan. This task will result in a financial

plan that includes analyses of revenue and expenditures for the plan period. Additionally, the Consultant will develop strategies for the City of Lodi that will help ensure continued transit funding in the area.

**DOCUMENTATION /
DELIVERABLE:**

The results of Tasks 2.0 through 5.0 will be presented in the Draft Short Range Transit Plan. This document will be reviewed by the City of Lodi and the City Council, and any changes will be incorporated into the Final Short Range Transit Plan.

Task 6.0 Public Participation and City Council Involvement

Task 6.1: Conduct Two Public Outreach Meetings

The first of LSC's approach to public outreach is to conduct community meetings. There will be a total of two rounds of community meetings held during the study process – one round during Task 2.0 to introduce the project, present existing conditions of the area, and gather input from the community regarding transit needs and existing services, and a second round after Task 3.0 to discuss and receive comments regarding the proposed service alternatives, and to guide the eventual selection of preferred alternatives. Through these meetings, we will be able to not only raise awareness of transit services, but also obtain vital information from the populations that currently utilize the transit services of the area.

LSC will hold each of the two community meeting rounds in areas that are convenient so as to attract residents and stakeholders of the study area. We propose to have one meeting during each round, for a total of two meetings throughout the study period. The locations will be adjacent to or within close proximity to transit routes serving the study area, in order to be accessible to as many existing transit riders as possible. Additionally, the meetings will be conducted at times that will yield the greatest amount of participation. We have found that an "open house" format stretching from 4 PM to 7 PM is effective in serving the needs of both those persons that are available during the working day as well as those who can only attend outside of work hours. The appropriate format and time of the meetings will be finalized with City staff, as will promotional strategies for announcing the meetings.

Task 6.2: Provide Meeting Notes, Comments and Action Items to City of Lodi

In an effort to ensure adequate communication between the City and the Consultant Team, LSC will provide summaries of all meetings, comments received regarding the project, and all action items. Monthly status report will also be provided so that project progress can be tracked.

Task 6.3: Provide Two Presentations to the Lodi City Council

The Consultant Team will attend two City Council meetings to present the SRTP Update. The first will occur once the *Draft Report* has been completed, and will be presented in an informal shirtsleeve setting to receive comments from the Council (as well as City staff). Once comments have been received, they will be incorporated into the *Final Report*, which will be presented to the City Council at the second meeting for adoption.

**DOCUMENTATION /
DELIVERABLE:**

This Task will result in vital information necessary to the completion of the interim and final work products. Information from the public meetings will be used to better understand transit needs and to develop the alternatives. Comments received from the City Council meetings will be incorporated into the Final SRTP Update document.

Task 7.0: Draft and Final Short Range Transit Plan

Task 7.1: Prepare and Submit a Draft SRTP Report

The results of the previous tasks will be compiled into a *Draft Report* and delivered to the City of Lodi in electronic format (Microsoft Word and Adobe Acrobat). This document will be submitted to the City to obtain comments, particularly regarding the alternatives section. This document will be provided to the City of Lodi staff in mid-July.

After review by the City staff, the Consultant will present the *Draft Report* at the first City Council meeting for review and discussion. Any comments received will be included in the *Final SRTP* document.

Task 7.2: Prepare Final SRTP Report

All input received as part of the review of the *Draft Report* will be carefully considered. Modifications to individual elements will be reflected in other elements; for instance, a service plan change that affects the need for vehicles will be reflected as necessary in the capital plan. As necessary, modifications to wording of specific controversial sections will be sent to the City of Lodi staff for review and comment. After review and approval of the modifications, a final illustrated report will be prepared. The *Final Report* will include all of the work accomplished in Tasks 1.0 through 7.0. The Consultant Team will deliver 5 bound copies and all study electronic files on CD-ROM to the City of Lodi.

The *Final Short Range Transit Plan* will be presented at a Lodi City Council meeting in a manner which will provide local decision-makers with an understanding of the SRTP Update and the rationale behind the various plan elements. The report will be completed and submitted to the City by August 9, 2013.

**DOCUMENTATION /
DELIVERABLE:**

The results of this task will include the Draft and Final versions of both the Short Range Transit Plan Update.

Exhibit B: LSC Cost Estimate

**City of Lodi
Short Range Transit Plan Update**

| | Personnel and Hourly Rates | | | | | Hours | Costs |
|--|----------------------------|-------------------------|--------------------|---------------|------------|-------|----------|
| | Project Manager (Shaw) | Senior Planner (Svensk) | Planner (McKinney) | Support Staff | Total Rate | | |
| | \$180.00 | \$95.00 | \$90.00 | \$55.00 | | | |
| TASK 1 Kick Off Meeting | 6 | 8 | 0 | 2 | | 16 | \$1,950 |
| TASK 2 Data Review and Policy Review | 0 | 16 | 12 | 0 | | 28 | \$2,600 |
| TASK 3 Service Performance Evaluation | 12 | 20 | 16 | 6 | | 54 | \$5,830 |
| TASK 4 Marketing Analysis and Strategies | 4 | 30 | 0 | 0 | | 34 | \$3,570 |
| TASK 5 Capital and Financial Plan | 24 | 15 | 0 | 8 | | 47 | \$6,185 |
| TASK 6 Public Participation and City Council Involvement | 10 | 15 | 10 | 0 | | 35 | \$4,125 |
| TASK 7 Draft and Final Short Range Transit Plan | 12 | 20 | 0 | 16 | | 48 | \$4,940 |
| TOTAL HOURS | 68 | 124 | 38 | 32 | | 262 | |
| TOTAL PERSONNEL COSTS | \$12,240 | \$11,780 | \$3,420 | \$1,760 | | | \$29,200 |

| Additional Expenses | | Total |
|------------------------------|--|-----------------|
| Travel | | \$600 |
| Printing/Copy Costs | | \$75 |
| Phone/Postage/Delivery Costs | | \$50 |
| Subtotal: Other Expenses | | \$725 |
| Total Cost | | \$29,925 |





EXHIBIT C

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

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

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

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT FOR CITY OF
LODI SHORT-RANGE TRANSIT PLAN UPDATE WITH
LSC TRANSPORTATION CONSULTANTS, INC.

=====

WHEREAS, the City's current Short-Range Transit Plan (SRTP) was accepted by the City Council in 2009 and provided a 10-year plan for the Lodi's transit system. However, since then, the City reduced services, increased fares, and implemented the majority of the current SRTP capital improvement recommendations; and

WHEREAS, staff recommends updating the SRTP by developing new recommendations for the capital improvement plan; updating the financial plan, including forecasting available funding and expenditures; and recommending marketing strategies. The project also includes updating goals and objectives, conducting analysis and evaluations, recommending expansion options, conducting public surveys/stakeholder interviews, and hosting public meetings. To meet current State and Federal revenue projections, the SRTP update includes public participation and recommendations for extending service hours; and

WHEREAS, the Request for Proposals for the SRTP Update was released on March 11, 2013, and two proposals were received on April 10, 2013, which were reviewed by the City Engineer/Deputy Public Works Director, Transportation Manager and Transportation Planner; and

WHEREAS, staff recommends accepting the proposal submitted by LSC Transportation Consultants, Inc., of Tahoe City, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the City of Lodi Short Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City, California, in the amount of \$29,925.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Project Architect Agreement for Design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland (\$309,829) and Appropriating Funds (\$340,000)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Project Architect Agreement for design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland, in the amount of \$309,829, and appropriating funds in the amount of \$340,000.

BACKGROUND INFORMATION: The City of Lodi requested Qualification Statements for the planning and design of a new Fire Station No. 2 located on property purchased by the City on South Cherokee Lane. Seven firms submitted qualification packages. The project team selected four firms for interviews and unanimously selected Mary McGrath Architects. The design process will include space planning and the completion of Construction Drawings and Specifications. This phase defines the entire project, including the site plan, floor plans, layout, building elevations, design sections, complete building systems (electrical, mechanical, etc.), specific products to be used and an associated project cost estimate. Construction Administration services include submittal review and approval, project meeting attendance and site visits by the architect and her design consultants during construction. The design process is to be fast-tracked for completion and bidding in six months.

In accordance with City Purchasing Ordinance Section 3.20.075, Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices." The following staff members reviewed the qualifications and interviewed the firms: City Manager, Fire Chief, Fire Captain, Public Works Director, City Engineer and Construction Project Manager.

FISCAL IMPACT: This project will replace the current Fire Station No. 2 and save ongoing maintenance costs.

FUNDING AVAILABLE: Requested Appropriation: General Fund – Capital (1211045) \$340,000

Jordan Ayers
Deputy City Manager/Internal Services Director

Wally Sandelin
Public Works Director

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

APPROVED: _____
Konradt Bartlam, City Manager

PROJECT ARCHITECT AGREEMENT

PROJECT:

**Fire Station No. 2 Replacement Project
S. Cherokee Lane
Lodi, California 95240**

PARTIES:

City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

ARCHITECT: Mary McGrath Architects
505 17th Street, 2nd Floor
Oakland, California 94612

DESIGNATED PERSONNEL:

- (a) Principal in Charge: Mary McGrath
- (b) Project Architect: Mary McGrath
- (c) Structural Engineer: Cornerstone Structural Engineering Group
- (d) Mechanical Engineer: Brummel, Myrick & Associates.
- (e) Electrical Engineer: Thoma Electric
- (f) Civil Engineers: Sandis
- (g) Construction Cost Estimating: Noel J. Fearon Assocites, Inc.

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THE PARTIES AGREE THAT:

ARTICLE ONE: Project Description

The Architect shall provide services as described herein. The general design of the project shall be as defined in the Request for Qualification (RFQ) and by this document.

A preliminary description of the project, including the size, are as outlined in the RFQ which is attached as Exhibit A, incorporated herein by reference. The project site design limits shall include path of travel and be to lip of gutter on the street frontages.

The project Budget is \$3,500,000. The project includes: Site Acquisition, Design and Construction.

The project will be designed to conform to the State of California standards and requirements. Design includes all necessary drawings and documents to obtain a building permit from the City of Lodi Building Department.

ARTICLE TWO: Schedule of Services

- A. Architect shall complete all design work in order to allow the City to meet the funding/budget available.
- B. Architect shall complete the required services consistent with the following schedule:

- Programming - 3 Weeks
- Schematic (Conceptual) Design Phase – 5 weeks
- Design Development Phase – 6 weeks
- Construction Documents Phase – 8 weeks
- Permit and Bid Phase – 5 weeks
- Project Construction – 12 months

C. Architect shall provide services under Project Construction Phase, through completion and acceptance of the City's construction contract.

ARTICLE THREE: Compensation, Method of Payment

A. Compensation for Basic Services:

(1) Total compensation, including all expenses, shall not exceed \$319,829.00. This compensation includes all phases and services, including reimbursable expenses. **Travel to and from the project site for regularly scheduled visits and progress meetings is not considered a reimbursable expense.** Proposal is attached as Exhibit "B"

(2) Additional Services:

- (a) Additional services shall be defined as services not included as basic services within this contract that the City directs the Architect to perform. In the event of this direction, Architect shall be compensated pursuant to this section. Additional services will only be paid if documented in advance in writing, signed by the City of Lodi.
- (b) Maximum rate per hour, including overhead, administrative costs, and profit shall be as shown in Exhibit C.
- (c) With prior approval, the City shall pay for reimbursable expenses in performing Additional Services. The payment shall be limited to actual out-of-pocket expenses as reflected on an invoice or other proof of payment.
- (d) Payment for additional Services shall be made monthly upon presentation of a statement of services in duplicate.

B. Phase Payment: Upon submittal of statements in duplicate, City shall pay as follows:

(1) The \$319,829.00 fee shall be broken down as follows:

| | | |
|-----------------------------------|-----------|------|
| Programming | \$ 9,460 | 3% |
| Schematic Design | \$ 41,460 | 13% |
| Completion of Design Development | \$ 63,525 | 21% |
| Construction Documents Phase | \$111,670 | 36% |
| Bidding Phase | \$ 10,140 | 3% |
| Construction Administration Phase | \$ 68,280 | 22% |
| Reimbursables | \$ 14,754 | 5% |
| Total | \$319,829 | 100% |

Payment for this work shall be paid monthly upon submittal of a statement to the City from the Architect.

ARTICLE FOUR: Definitions:

- A. Construction Estimate (initial) shall mean agreed estimate of cost of the construction work established at a specific period in time to indicate the amount to be used to guide the design of the project.
- B. Major Categories of Work are those applicable categories of construction work necessary for completion of construction of the entire project and may include, but not be limited to, the following construction categories: demolition, general construction, finishes, heating, ventilation, air conditioning modifications and improvements, plumbing modifications and improvements, and electrical modifications and improvements.
- C. Appropriate Authorities and Lending Agencies shall mean any private, local, municipal county, state, regional authority or agency with which the project may be involved. This term is intended to include those agencies and

authorities which may require information or the filing of drawings, project manual, etc., in connection with the project on either a voluntary or nonvoluntary basis.

- D. The Contract Administrator shall be the City Administrator or his authorized representative. He shall represent City in all matters except when approval is specifically required by the City Council.

ARTICLE FIVE: Basic Services of Architect

A) Services in General: Architect shall

- 1) Consult, as necessary, with authorized employees, agencies, and/or representatives of City relative to the design and major categories of work.
- 2) Cooperate with other professionals employed by City in the design of other work related to the project.
- 3) Contract for, or employ at his expense, consultants to the extent he deems necessary for design of the project, including Mechanical, Electrical, and Structural Engineers licensed as such by the State of California, and other consultants necessary for development of the project, as provided under "Designated Personnel and Consultants" Paragraph 2. Nothing in the foregoing procedure shall create any contractual relation between City and any consultants employed by Architect under the terms of this Agreement.
- 4) Designate Mary McGrath as the Principal in Charge who shall, so long as his performance continues to be acceptable to the City, remain in charge of the services for the project from beginning through completion of services provided for in this Agreement.
- 5) Assist City in fulfilling normal requirements set forth by appropriate authorities whose interest bears on the design, cost, and construction of the project.
- 6) Abide by necessary requirements of funding sources, such as auditing requirements and payroll certifications, reviews of design by funding authorities, and complete the work in compliance with designated funding deadlines.

B) Schematic Design Phase: Under this phase the Architect shall work with City staff to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

- 1) The Architect shall provide a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations of paragraph H.
- 2) The Architect shall review with the City alternative approaches to design and construction of the Project.
- 3) Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 4) The Architect shall submit to the City a preliminary estimate of construction cost based on area, volume or other unit costs.

C) Development Phase: Under this Phase, the Architect shall complete the design development work relative to the Schematic Design.

- (1) The Architect shall develop the approved schematic design approach. Based on the approved approach, the Architect shall prepare Design Development documents.
- (2) Review existing documentation, including building plans, utility easements, and landscape irrigation and plantings.
- (3) Architect shall analyze existing utility connections, determine site features to remain, and analyze impact of existing conditions.
- (4) Site plans, floor plans, furniture layouts, elevations, and building sections as needed to fix and describe the project as to architectural, structural, mechanical, and electrical systems.
- (5) Architect shall provide a reproducible document consisting of:
 - (a) Site plans indicating general location and nature of site improvements.
 - (b) Architectural, structural, mechanical, plumbing, and electrical floor plans, furniture layout plans, and major equipment locations.
 - (c) Exterior elevations and building sections.
 - (d) Outline specifications describing the major systems, materials, and items to be used (installation procedures not required); a tentative room finish schedule; the type of quality of interior and exterior materials; and the specific structural materials, the mechanical and electrical systems, and all major special systems and equipment to be used. The

specifications shall be organized into 16 divisions following the recommendations of the Uniform System for Construction Specifications.

- (e) A written update of the probable construction cost of the project presented in a Construction Specifications Institute (CSI) format and consistent with the budget. This estimate will include allowances for escalation and market conditions.

(7) Architect shall provide City and updated Design Development documents for review.

D) Construction Documents Phase: This phase commences only after the City has approved the Architect's Design Development and cost estimates. Upon receipt of notice from the City to proceed with the Construction Documents Phase, the Architect shall commence the following services:

- 1) Based upon the Design Development and any further adjustments in the scope or quality of the project or in the project budget authorized by City, the Architect shall prepare, for approval by the City, Construction Documents, consisting of drawings and a project manual, setting forth in detail the requirements for the construction of the project. Such documents shall be full, complete and accurate, giving such information as will enable a competent builder to carry them out.
- 2) The construction documents shall conform to and be consistent with the previously approved Design Documents. Architect shall incorporate no modification thereto without prior consent of the City.
- 3) Architect shall assist the City in preparation of necessary bidding information and bidding forms, and shall advise City as to recommended methods of structuring project alternatives to achieve City savings.
- 4) Architect shall provide a Design Cost Estimate update. This update shall utilize the same breakdown of project components as was used in the Design Development Estimate outlined above.
- 5) The Design Cost Estimate update shall include all costs of construction of the project, including but not limited to bonds required by the General Conditions of the Construction Contract, the total cost of construction including labor, materials, and contractor's overhead and profit, and all allowances, including contingencies.
- 6) If the City orders modifications to the approved design not necessitated by the Architect's underestimation of costs, Architect shall prepare additional Design Development Documents, Construction Documents, and Construction cost Estimates, and shall receive compensation as an Additional Service.
- 7) Architect shall prepare all drawings and specifications in conformity with all applicable state and federal laws and regulations.
- 8) Architect shall review and edit, as necessary, the form General Conditions and Division 1 of the Specifications provided by the City. City may accept or reject Architect's suggested changes, at its sole discretion.
- 9) Architect shall submit all required construction documents to City as a package, with all items completed. Documents shall consist of one reproducible Mylar and original 8 1/2- x 11-inch specification book ready for reproducing.
- 10) Architect shall make changes necessary to comply with City's review comment, and resubmit corrected documents.
- 11) Architect shall assist the City and the Construction Manager in developing a construction schedule for the project.
- 12) All drawings shall be provided in AutoCAD, latest version.

E) Bidding Phase:

- 1) The architect, following the City's approval of the Construction Documents and of the updated State of Probable Construction Cost, shall assist the City in obtaining bids from general contractors or negotiating with a selected contractor for a lump-sum fixed-price contract for construction. Architect shall receive bidder's questions, develop clarification as required, prepare addenda for City's use, and attend a prebid conference. City will administer the overall bidding process.
 - a) Following the City's approval of the construction documents and of the construction cost estimate, the Architect shall furnish to the City the original tracings of final working drawings for signature and the original project manual. Project manual shall be on 8 1/2- x 11-inch paper, unless otherwise approved by the City. For bidding purposes, Architect shall provide reproducible drawings and City shall reproduce the drawings and project manual. All drawings shall be provided on CAD format.
 - b) Architect shall assist the City in interpreting the drawings and specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the City shall approve all proposed addenda before delivery to interested bidders. Architect shall issue no addenda verbally or in writing to bidders.

- c) Architect shall participate in prebid conferences with interested bidders and City staff, at City's request.
 - d) Architect shall advise City concerning acceptance or rejection of bids for the project.
 - e) City reserves the right to accept bids in excess of the approved final construction cost estimate or to reject any or all bids received.
- F) Construction Phase: This phase commences with the award of the Contract for construction, and will terminate upon the completion by the construction contractor of all services required by the Contract for construction and acceptance of the Notice of Completion by the City Council. Upon receipt of a written notice from the City to proceed with the Construction Phase, the Architect shall perform the services specified herein below:
- 1) Architect shall perform all services required of the Project Architect/Engineer within the time specified in the project manual and as reasonably directed by the City.
 - 2) Architect and design consultants shall attend a pre-construction conference between all interested parties.
 - 3) Architect shall have access to the project site at all reasonable times.
 - 4) Architect shall furnish definitions, clarifications, and interpretations of the drawings and project manual. The Architect will render interpretations upon receipt of requests for information and clarification necessary for proper and timely execution of the work. Clarifications necessary for the proper execution or process of the work will be made in no more that five (5) working days (not including mailing) when reasonably possible under receipt of written request of either the City or the contractor and shall render written decisions.
 - 5) Architect shall prepare supplemental drawings and specifications required to resolve actual field conditions encountered that are normally observable.
 - 6) Architect shall review and recommend appropriate action on detailed construction drawings and shop and erection drawings submitted by contractors for compliance with the basis of the design and the construction drawings and project manual. The Architect shall not have control or charge of and shall not be responsible for job site coordination, confirmation or dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents. Architect shall provide colors consistent with City-approved schedule.
 - 7) The Architect shall review and recommend appropriate action on shop and erection drawings submitted by the contractors for compliance with the design, construction drawings, and project manual. In addition, the Architect should be required to promptly notify the City of all submittal review comments which require a change in the contract requirements that could result in a change order. In addition, the Architect shall process submittals in a reasonable time, but no more than 15 working days, not including mailing time.
 - 8) Architect shall review contractor-proposed substitutions which are permitted by "or equal" provisions of the specifications and shall advise City as to whether such requests are, in fact, or equal products to those specified, conform to the basis of the design, are consistent with the remaining contract documents, and possess equal salient characteristics of specified product.
 - 9) During the construction administration portions of the project, the Architect shall visit the site no less than once per week. The City will endeavor to schedule meetings in a manner consistent and limiting the Architect's travel to and from the site. Site visits by the engineer will be required by the progress of the system construction work and are in addition to the Architect's visits.
 - 10) On the basis of on-site observation, Architect shall endeavor to guard City against defects and deficiencies in the work of the contractor by providing technical assistance to the City's inspector, and shall notify City in the event a defect is discovered.
 - 11) Architect shall evaluate and sign the monthly requests for payment submitted by the contractor based on Architect's observations at the project site and review of the contract documents, and shall advise City as to the percentage and quality of work completed to date.
 - 12) If contractor requests a change order, Architect shall review and recommend for rejection or approval such request and the time and/or price changes requested.
 - 13) Upon request of the City, Architect shall prepare all necessary technical data for contract change orders.
 - 14) Architect shall observe initial operation of the project or of performance tests required by the specifications.
 - 15) Architect shall assist City in preparing a list of deficiencies ("punch list"), and the confirming completion by the contractor.
 - 16) Architect shall make final on-site observation and report on completed project, and furnish City a written notice that the project is completed in general accordance with drawings and specifications except as

noted. Architect shall report all observable omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the contractor.

- 17) Architect shall review all written guarantees and related documents assembled by the contractor for compliance with the project manual.
- 18) Prior to Notice of Completion, Architect shall assist the City in reviewing the contractor's three complete sets of operating and maintenance manuals and instructions for electrical, mechanical, plumbing, security, and other systems installed on the project. The contract documents shall require the contractor to assemble, organize and index material and furnish it in suitable loose-leaf binders and provide same to Architect who shall review its completeness in compliance with the contract documents. Architect shall provide assistance to the City in training City staff regarding building start-up requirements, staff orientation, operation of systems within the building, and methods of operation as affected by building systems. If the City desires further training by Architect beyond that specified hereinabove, such further training shall be an additional service and shall be compensated as such pursuant to this Agreement.
- 19) Extent of duties, responsibilities and limitations of authority of Architect as City's representative during construction as set forth herein shall not be modified or extended without written consent of City and Architect. Architect shall keep detailed notes of all conversations with contractor or any subcontractor or supplier, including telephone conversations, and shall forward photocopies thereof to City upon request by City.
- 20) During all warranty or guarantee periods, up to two (2) years following acceptance of the contractor's work, relating to designs prepared under this Agreement, Architect shall, when requested, render (nonlegal) technical advice in order to assist City in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.
- 21) Architect shall provide all drawings/changes on AutoCAD, latest version.

G) Documents and Drawings:

- 1) Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, and renderings prepared by Architect which shall be the property of the City. Architect shall furnish City with documents as City requests, whether or not complete, upon completion of the project, or upon suspension or termination of this Agreement as provided hereinafter. Architect shall have the right to retain copies of documents and drawings for its records.
- 2) Architect shall furnish to City for purposes of checking and approving copies of:
 - a) Design Development/Contract Documents that are prepared by Architect at 30%, 65%, 95%, and 100% completion.
- 3) Architect shall furnish to City for reproduction, original tracings or equivalent quality reproducible drawings and specifications masters for bidding and construction.

H) Control of Construction Cost:

- 1) Format and Comparing Estimates: All required estimates of construction costs by the Architect shall be prepared with input from the City. The Architect and City shall compare their respective estimates, in order to verify the general accuracy of both estimates, and highlight the differences.
- 2) Responsibility for Construction Cost: The total construction cost shall not exceed the maximum allowable construction cost (budget). The Architect accepts responsibility for assisting the City in determining the scope and quality of the project which can be constructed within the budget evaluations of the City's project budget and statements of probable construction cost prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the project budget proposed, established or approved by the City as the City-approved construction cost, or from any statement of probable construction cost or other cost estimate or evaluation prepared by the Architect.
- 3) Scope and Quality Adjustments: At any time prior to issuance of the contract documents for bidding, should the City elect to make any additions to the quality or scope of the project, the Architect shall prepare a revised final statement or probable construction cost to reflect the cost of the additions. Should such revised final statement of probable construction cost exceed the City-approved construction cost, the City and Architect shall review the project to determine what revisions or steps would reasonably be expected to bring the estimated cost within the City-approved construction cost. The Architect shall thereafter prepare a revised final statement or probable construction cost, incorporating the mutually agreed revisions. When approved by City, such revised statement of probable construction cost shall become the new City-

approved construction cost. The Architect shall be compensated for any such necessary revisions to the contract documents, including revised cost estimates, as an extra service, as provided herein.

- 4) Architect's Obligation to Modify Documents:
 - a) Architect shall, with mutual agreement of City, be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the contract documents, to make reasonable adjustments in the scope of the project, and to include in the contract documents alternate bids to adjust the construction cost to the City-approved construction cost.
 - b) If the bidding phase has not commenced within three months after the Architect submits the construction documents to the City, the City-approved construction costs shall be adjusted to reflect any change in the general level of prices according to the San Francisco Region of the Engineering News Record Building Cost Index between the date of submission of the construction documents to the City and the date on which proposals are sought.

ARTICLE SIX: Basic Services of City

The City shall provide the following services and material to the Architect:

- A. *Building Information:* City shall provide Architect with available plans and any technical information concerning all buildings or spaces that are affected by the project, including necessary site survey and topographical and soil information as well as necessary telephone, communication and data requirements for the project.
- B. *Permits:* The City shall pay for all required fees and permits. The Architect will advise potential permit requirements.
- C. The City shall assist the Architect in field investigations as requested and shall assist in getting information in the form of drawings, reports, photographs and video tapes in a timely manner to meet the project schedule.

ARTICLE SEVEN: Time

- A. The Architect shall provide its professional services in accordance with the ordinary standard of care, skill, and diligences customarily followed by architects and engineers in this and similar communities.
- B. Architect shall comply with all response times or schedules specified in the project manual or agreed to by the City.
- C. Notwithstanding Paragraph B, Architect shall respond with the ordinary standard of care, skill, and diligence customarily followed by architects and engineers in this and similar communities.
- D. City will pay for and assist in required review by agencies having jurisdiction over this project.
- E. Time is of the essence in performance of the work outlined herein. Neither party shall be responsible for delays from causes beyond their reasonable control.

ARTICLE EIGHT: Additional Services

- A. If Architect is requested to provide additional services at any stage of the project development, City shall issue a written work order.
- B. In addition to services specified elsewhere in this Agreement, Architect shall receive additional compensation for the following additional services:
 - (1) Revision of previously approved drawings and/or specifications, or failure of City to meet schedule of services (Article Two), which incur cost to Architect as the result of action by City when not otherwise Architect's responsibility pursuant to this Agreement.
 - (2) Making planing surveys, feasibility studies, and special analysis of City's needs to clarify requirements for project programming.
 - (3) Supervision of repair of damage to the structure when so directed by City.
 - (4) Additional services caused by the delinquency or insolvency of the contractor.
 - (5) Preparation of measured drawings of existing structures, mechanical, plumbing, electrical systems and facilities as authorized by City.
 - (6) Travel and per diem outside of San Joaquin County when the City directs the travel in writing prior to commencing travel.

ARTICLE NINE: Termination of Agreement

- A. Either party may terminate this Agreement upon thirty (30) days written notice should the other party fail substantially to perform its terms through no fault of the party initiating the termination.

- B. The City, at its sole discretion, may terminate this Agreement upon at least seven (7) days written notice to the Architect.
- C. Upon termination of this Agreement or suspension of work by either party, Architect shall furnish to City before further payment by City all documents and drawings prepared under this Agreement, whether complete or incomplete. Such documents and designs shall become City's exclusive property, free of claim or encumbrance by Architect.
- D. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with compensation for Additional Services completed, less amounts paid to date. No additional payment will be made to Architect other than for actual services completed as described above. Total amount of such compensation shall not exceed total amount payable at completion of phase during which the termination occurred.

The rates for such compensation shall be as specified in Article Three. Acceptance by Architect of such payment shall constitute a complete accord and satisfaction between the parties.

ARTICLE TEN: Indemnity

- A. *Indemnity:* Architect shall defend, indemnify, and save harmless the City, its officers, consultants, and employees from and against any and all claims, demands, losses, defense, costs, or liability which the City, its officers, consultants, and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of Architect during the performance of services under the terms of this Agreement.
- B. *Professional Liability Insurance:* During the entire term of this Agreement, Architect shall obtain and maintain in full force and effect professional errors and omissions (malpractice) liability insurance, which shall include the following provisions:
 - (1) Policy Limits: Policy limits of said insurance shall be no less than \$1,000,000 limit per claim and in the aggregate.
 - (2) Extended Claim Coverage: Architect shall maintain professional liability insurance of the type generally available, insuring Architect for a period of one year following completion of the services provided under this Agreement, providing such insurance is available.
- C. *Public Liability and Property Damage Insurance:*
 - (1) During the term of this Agreement, Architect will at all times maintain, at his expense, comprehensive general liability insurance naming the City, its City Council, officers, agents, and employees as additional insured. Amount of such policy shall be no less than \$1 million combined single limit per occurrence and for bodily injury including personal injury and property damage.
 - (2) Liability insurance shall contain the following endorsements:
 - (a) City shall be added as an additional insured as respects operations of the named insured performed under the contract with City.
 - (b) It shall be agreed that any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by the contractor's liability insurance policy.
 - (c) Architect's liability insurance policy shall not be canceled or non-renewed until after 30 days written notice has first been given the City.
 - (d) Coverage shall include claims arising out of Architect's use of automobiles.
 - (e) Liability shall not exclude liability assumed by written contract or agreement.
 - (f) Liability insurance shall include broad form property damage insurance.
 - (g) Prior to commencing services pursuant to this Agreement, Architect shall provide certificates indicating the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Architect's insurance provider.
- D. *Workers' Compensation:* Architect shall provide workers' compensation coverage as required by State law, and in signing this Agreement, makes the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." A Waiver of Subrogation is required.

ARTICLE ELEVEN: Personnel

- A. Architect shall assign only competent personnel to perform services pursuant to this Agreement.

- B. *Supervision of Employees:* All work or services performed by Architect or subcontractors of Architect shall be by or under the direct supervision of registered architects and/or engineers.
- C. *Designated Personnel and Consultants:* A material covenant of this Agreement is that the Architect shall assign the individuals designated above to perform the functions designated. The Architect shall not assign other individuals or firms to perform the services of the designated individuals and firms without the prior consent of the City.
- D. *Attendance at Meetings:* Mary McGrath shall attend all design meetings called by City in regards to the project, unless his presence is waived by City.
- E. If the City, in its sole discretion at any time during the term of this Agreement, desires the removal of any person assigned by Architect to perform services, Architect shall remove such person immediately upon receiving notice from City.

ARTICLE TWELVE: Standards of Performance

- A. *Professional Qualifications:* Architect represents that it is professionally qualified to perform the work. City, not being skilled in such matters, relies upon the qualifications of Architect to do and perform the work in a professional manner, and the City's acceptance of Architect's work does not operate as a release of Architect from responsibility to so perform the work.
- B. *License:* Architect shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Architect to practice the profession or to perform the expert professional services required by this Agreement.
- C. *Compliance with Laws:* Architect will see to it that the project, as designed, will comply with all applicable federal, state, and local laws, ordinances, regulations and permits in the performance of the Agreement and in the resulting designs, including requirements of Title 24 of the California Code of Regulations.
- D. *Standards of Performance:* Architect shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Architect is engaged. All work products of whatsoever nature which Architect delivers to the City pursuant to this Agreement shall be prepared in a manner conforming to the standards of quality normally observed by a personal practicing in the Architect's profession.

ARTICLE THIRTEEN: Miscellaneous Provisions

- A. *Meaning of Terms:* Terms in this Agreement are intended and shall be construed as having the same meaning as those terms have in the General Conditions of the Contract for construction to be prepared by City and submitted to interested bidders during the Bidding Phase of the project.
- B. *Reuse of Plans:*
 - (1) If the City reuses the plans in total or in part on this or any other site, or if City completes any uncompleted portion of the project, Architect and all of its consultants shall be relieved of all responsibility for the construction resulting from such reuse unless City enters into an agreement with Architect for services in connection therewith.
 - (2) Architects shall not be entitled to any fees for such use of plans unless City enters into an agreement with Architect for services in connection therewith.
- C. *Non-Discrimination in Employment:* Architect shall comply with Section 1735 of the Labor Code, which provides as follows: "No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of (Chapter 1 of Part 7, Division 2 of the Labor Code.)" This requirement also includes the provisions and requirements contained in The Americans with Disabilities Act.
- D. *Conflict of Interest:*
 - (1) Architect shall, at all times in performance of this Agreement, comply with the law of the State of California regarding conflicts of interest, including, but not limited to Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulation promulgated by the California Fair Political Practices Commission.
 - (2) If any facts come to Architect's attention which raise any questions as to the applicability of this law, it will immediately inform the Contract Administrator and provide all information needed for resolution of the question.

- (3) Without limitation of the covenants in Subparagraphs 1 and 2, Architect is admonished hereby as follows: These statutes, regulations and laws include, but are not limited to, a prohibition against any public officer, including contractor for this purpose, from making any decision on behalf of City in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any City decision which has the potential to confer any pecuniary benefit on contractor or any business firm in which contractor has an interest of any type, with certain narrow exceptions.
- E. *Authority by City:* This Agreement shall not be considered as giving exclusive authority to Architect for performing all services pertaining to the design and/or construction of the project. City may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in this Agreement without liability or obligation to Architect. If the City elects to do so, it shall give its prior written notice to Architect of the election, and the City agrees to defend, indemnify and hold harmless the Architect and consultants from any and all actual damages which may arise out of such action by the City. This provision shall remain in effect and survive the termination of this Agreement.
- F. *Assignment or Subletting:* No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Architect without the express written consent of the City, and any attempt by the Architect to do so without the City's prior written consent shall be null and void and constitute a material breach of this Agreement. However, this clause shall not prohibit Architect from independently contracting with subcontractors or subconsultants on contract to Architect, to enable Architect to perform the professional services for City required by this Agreement. In such event, Architect shall remain responsible and liable for the work product of any subcontractor or subconsultant.
- G. *Independent Contractor:* It is understood and agreed that Architect is an independent contractor and is not subject to the direction nor control of City except as to final result. Architect shall be solely responsible to pay all required taxes and other obligations, including, but not limited to withholding and social security. Architect agrees to indemnify and hold the City harmless from any liability referenced in this paragraph which City may incur to the federal or state governments as a consequence of this Agreement.
- H. *Successors:* This Agreement shall inure to the benefit and bind the successors of each of the parties.
- I. *Records:* Architect shall maintain complete and accurate accounting records showing the services performed in connection with performance of this Agreement, the phase during which such services were performed, and the identity of the person(s) performing such services. Architect shall make such records available for inspection by authorized representatives of the City at any reasonable time during the performance of this Agreement and for the period specified by City, no less than five (5) years from and after the date of final payment.
- J. *Notice:* Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by prepaid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to the address appearing on the first page.
- K. The City acknowledges that the Architect has no special knowledge or expertise with regard to asbestos or other pollutants and that the Architect cannot obtain insurance coverage for claims involving hazardous, toxic, and/or asbestos-containing materials or other pollutants. Therefore, the Architect, its agents, subconsultants and employees shall have no responsibility for, and the City agrees to bring no claim against the Architect, its agents, subconsultants and employees, relating to the investigation, detection, abatement, replacement, or removal of asbestos material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or upon the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the sole negligence or willful misconduct of the Architect, its agents, employees, or subconsultants.
- L. *Governing Law:* This Agreement shall be construed in accordance with and governed by the laws of California and any legal action arising therefrom shall be initiated in the courts of San Joaquin County, Stockton, California.

ARTICLE FOURTEEN: Extent of Agreement/Waiver

- A. This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Architect.
- B. The waiver by the City or any of its officers or employees, or the failure of the City or any of its officers or employees to take action with respect to any right conferred by or any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of May, 2013.

ARCHITECT

CITY OF LODI

By: _____
KONRADT BARTLAM, City Manager

By: _____

Date: _____

Attest:

Title

RANDI JOHL, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. STEPHEN SCHWABAUER, City Attorney

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

PUBLIC WORKS DEPARTMENT
CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM,
City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

F. WALLY SANDELIN,
Public Works Director

January 29, 2013

SUBJECT: Request for Qualifications – City of Lodi Fire Station # 2 Project

The City of Lodi is requesting Qualification Statements for the planning and design of a new Fire Station Number 2. The project site (approximately one acre) is located on Cherokee Lane in Lodi, California. The facility will be approximately 8,500 square feet. The Facility will include:

1. Public lobby
2. Public bath room
3. Two (2) offices
4. Four (4) sleeping rooms
5. Three (3) staff bath/shower rooms
6. Day room
7. Kitchen and dining areas
8. Laundry room
9. Workout room
10. Large kitchen and dining area
11. Equipment storage room
12. Turnout storage room
13. Supply storage room
14. Work shop
15. OSHA approved decontamination area
16. Three (3) drive-thru apparatus bays (minimum length of 70 feet)
17. electrical room
18. Data/communications room
19. Public and staff parking areas
20. All necessary site utilities, landscaping and site improvements

The City anticipates opening the Fire Station within the next two years. Please anticipate that you will have six months from the execution of the contract to have completed plans and specifications ready for Building Department permit submittal. Your schedule should reflect the necessary staff and time to meet this schedule. The Qualification Statement should include information (résumé) of the staff and consultants that will actually perform the work on the project. All persons shall be licensed by the State Of California to perform the work.

Please include Fire Station experience including:

Size of Facility
Construction Costs
Design Costs

Your schedule for services should include all services for planning, space needs, schematic design, design development, construction documents and construction administration. The contract will be the City of Lodi standard "Project Architect Agreement", a sample of which is enclosed for your information. Please include a fee schedule and an anticipated schedule for your work.

The firm selected will be charged with designing a facility which will best utilize the project site with separate ingress and egress to the property. The design of the fire station must meet all current ADA and code requirements as well as be low maintenance with high durability. The City is looking for a fifty year plus building for this fire station project. The mechanical, plumbing and electrical portions will be important to the overall success of the project. Contract documents should include construction drawings, specifications and construction administration.

The selection process will consist of review of the Qualification Statements, selection of a preferred firm to develop a scope of work and cost, and approval of contract by the City Council. The City will be looking for a firm that can demonstrate innovative approaches and ideas and is willing to work with City staff during the design phase. Experience in working for public agencies is important and prior fire station design is required. The City may elect to perform interviews with selected firm(s) prior to final selection. **Seven (7) copies of the Qualification Statements are due no later than 5:00 p.m. on March 1, 2013, at:**

City of Lodi Public Works Department
Attn: Gary Wiman
221 West Pine Street
Lodi, CA 95241

If you have any questions on this RFQ, please contact me via email (gwiman@lodi.gov) or at (209) 333-6706.

Submissions will be reviewed by representatives from the City of Lodi, including: Public Works Director, Fire Chief, City Engineer and Fire Department staff. The selected firm should be notified the week of March 18, 2013.

Sincerely,

Gary R. Wiman
Construction Project Manager

GRW/pmf
Enclosure

Replacement Fire Station No. 2
City of Lodi

Proposed
Hours Per Task/Rates Summary

| Task 1 | Programming | Mary McGrath Architects | PIC | PM | PA | Architect/Designer | Intermediate Arch/Design | Designer | Technical | Totals |
|--------|-------------|-------------------------|---------|-------|-------|--------------------|--------------------------|----------|-----------|---------|
| | | rate | \$190 | \$160 | \$145 | \$120 | \$90 | \$75 | \$75 | |
| | | hours | 24 | | 0 | 0 | 0 | 0 | 60 | |
| | | total amount | \$4,560 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,500 | \$9,060 |
| | | Consultant | CSEG | BMA | Thoma | LAND | NJF | Sandis | | Totals |
| | | Fee | \$0 | \$0 | \$0 | \$0 | \$400 | \$0 | \$0 | \$0 |
| | | 0% Mark-up | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | total amount | \$0 | \$0 | \$0 | \$0 | \$400 | \$0 | \$0 | \$400 |
| | | Task 1: \$9,460 | | | | | | | | |

| Task 2 | Schematic Design and Entitlements | Mary McGrath Architects | PIC | PM | PA | Architect/Designer | Intermediate Arch/Design | Designer | Technical | Totals |
|--------|-----------------------------------|-------------------------|---------|---------|---------|--------------------|--------------------------|----------|-----------|----------|
| | | rate | \$190 | \$160 | \$145 | \$120 | \$90 | \$75 | \$75 | |
| | | hours | 24 | | 0 | 0 | 120 | 0 | 80 | |
| | | total amount | \$4,560 | \$0 | \$0 | \$0 | \$10,800 | \$0 | \$6,000 | \$21,360 |
| | | Consultant | CSEG | BMA | Thoma | LAND | NJF | Sandis | | Totals |
| | | Fee | \$6,300 | \$1,850 | \$3,150 | \$0 | \$2,800 | \$6,000 | \$0 | \$0 |
| | | 0% Mark-up | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | total amount | \$6,300 | \$1,850 | \$3,150 | \$0 | \$2,800 | \$6,000 | \$0 | \$20,100 |
| | | Task 2: \$41,460 | | | | | | | | |

| Task 3 | Design Development and Cost Estimate | Mary McGrath Architects | PIC | PM | PA | Architect/Designer | Intermediate Arch/Design | Designer | Technical | Totals |
|--------|--------------------------------------|-------------------------|---------|---------|----------|--------------------|--------------------------|----------|-----------|----------|
| | | rate | \$190 | \$160 | \$145 | \$120 | \$90 | \$75 | \$75 | |
| | | hours | 0 | 0 | 120 | 0 | 80 | 0 | 120 | |
| | | total amount | \$0 | \$0 | \$17,400 | \$0 | \$7,200 | \$0 | \$9,000 | \$33,600 |
| | | Consultant | CSEG | BMA | Thoma | LAND | NJF | Sandis | | Totals |
| | | Fee | \$9,500 | \$2,775 | \$5,250 | \$0 | \$3,400 | \$9,000 | \$0 | \$0 |
| | | 0% Mark-up | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | total amount | \$9,500 | \$2,775 | \$5,250 | \$0 | \$3,400 | \$9,000 | \$0 | \$29,925 |
| | | Task 3: \$63,525 | | | | | | | | |

| Task 4 | Construction Documents and Cost Estimate | Mary McGrath Architects | PIC | PM | PA | Architect/Designer | Intermediate Arch/Design | Designer | Technical | Totals |
|--------|--|-------------------------|----------|----------|----------|--------------------|--------------------------|----------|-----------|----------|
| | | rate | \$190 | \$160 | \$145 | \$120 | \$90 | \$75 | \$75 | |
| | | hours | 0 | 0 | 160 | 0 | 160 | 0 | 240 | |
| | | total amount | \$0 | \$0 | \$23,200 | \$0 | \$14,400 | \$0 | \$18,000 | \$55,600 |
| | | Consultant | CSEG | BMA | Thoma | LAND | NJF | Sandis | | Totals |
| | | Fee | \$14,800 | \$10,600 | \$9,870 | \$0 | \$6,000 | \$14,800 | \$0 | \$0 |
| | | 0% Mark-up | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | total amount | \$14,800 | \$10,600 | \$9,870 | \$0 | \$6,000 | \$14,800 | \$0 | \$56,070 |
| | | Task 4: \$111,670 | | | | | | | | |

Replacement Fire Station No. 2
City of Lodi

Proposed
Hours Per Task/Rates Summary

| Task 5 | Bidding | Mary McGrath Architects | PIC | PM | PA | Architect/Designer | Intermediate Arch/Design | Designer | Technical | Totals |
|--------|---------|-------------------------|---------|-------|-------|--------------------|--------------------------|----------|-----------|---------|
| | | rate | \$190 | \$160 | \$145 | \$120 | \$90 | \$75 | \$75 | |
| | | hours | 16 | 0 | 0 | 0 | 0 | 0 | 60 | |
| | | total amount | \$3,040 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,500 | \$7,540 |
| | | Consultant | CSEG | BMA | Thoma | LAND | NJF | Sandis | | Totals |
| | | Fee | \$400 | \$500 | \$500 | \$0 | \$0 | \$1,200 | \$0 | |
| | | 0% Mark-up | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| | | total amount | \$400 | \$500 | \$500 | \$0 | \$0 | \$1,200 | \$0 | \$2,600 |
| | | Task 5: \$10,140 | | | | | | | | |

| Task 6 | Construction Services | Mary McGrath Architects | PIC | PM | PA | Architect/Designer | Intermediate Arch/Design | Designer | Technical | Totals |
|--------|-----------------------|-------------------------|---------|---------|---------|--------------------|--------------------------|----------|-----------|----------|
| | | rate | \$190 | \$160 | \$145 | \$120 | \$90 | \$75 | \$75 | |
| | | hours | 0 | 0 | 0 | 400 | 0 | 0 | 24 | |
| | | total amount | \$0 | \$0 | \$0 | \$48,000 | \$0 | \$0 | \$1,800 | \$49,800 |
| | | Consultant | CSEG | BMA | Thoma | LAND | NJF | Sandis | | Totals |
| | | Fee | \$8,000 | \$2,250 | \$2,230 | \$0 | \$0 | \$6,000 | \$0 | |
| | | 0% Mark-up | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| | | total amount | \$8,000 | \$2,250 | \$2,230 | \$0 | \$0 | \$6,000 | \$0 | \$18,480 |
| | | Task 6: \$68,280 | | | | | | | | |

| | |
|--|------------------|
| Total Fee: | |
| Task 1 - Programming | \$9,460 |
| Task 2 - Schematic Design and Entitlements | \$41,460 |
| Task 3 - Design Development and Cost Estimate | \$63,525 |
| Task 4 - Construction Documents and Cost Estimate | \$111,670 |
| Task 5 - Bidding | \$10,140 |
| Task 6 - Construction Services | \$68,280 |
| Total Professional Services Fee: | \$295,075 |
| Suggested Budget for Reimbursable Expenses | \$14,754 |

Reimbursable expenses would include printing, report publishing and rendering costs. It does not including the printing of plan check sets or bid sets. Travel Expenses are not reimbursable. All expenses will be billed at cost with 0% mark-up.

Services Not Included Above:

1. SWPPP Plan
2. Landscape and Irrigation Design

Exhibit C



HOURLY RATES

MARY MCGRATH ARCHITECTS

| | |
|--------------------------------------|------------|
| Principal | \$190/hour |
| Project Manager | \$175/hour |
| Senior Project / Technical Architect | \$145/hour |
| Designer/Job Captain | \$125/hour |
| Designer | \$110/hour |
| Senior Project Support | \$90/hour |
| Project Support | \$80/hour |

CORNERSTONE STRUCTURAL ENGINEERING GROUP

| | |
|------------------------------------|------------|
| Principal | \$195/hour |
| Associate | \$175/hour |
| Construction Manager | \$155/hour |
| Engineering Manager | \$145/hour |
| Resident Engineer/ | |
| Structural Representative | \$135/hour |
| Assitant Structural Representative | \$130/hour |
| Project Administrator | \$130/hour |
| Senior Engineer | \$130/hour |
| Project Engineer | \$120/hour |
| Staff Engineer | \$110/hour |
| Structural Designer II | \$100/hour |
| Structural Designer I | \$90/hour |
| Senior Computer Drafter | \$100/hour |
| Computer Drafter | \$90/hour |
| Accounting Assistant | \$90/hour |
| Administrative Assistant II | \$80/hour |
| Administrative Assistant I | \$70/hour |
| Expert Witness Services | \$300/hour |

SANDIS

| | |
|------------------------|------------|
| Principal | \$180/hour |
| Project Manager | \$135/hour |
| Project Engineer | \$105/hour |
| CAD Technician | \$85/hour |
| Administrative Support | \$55/hour |

NJF ASSOCIATES, INC.

| | |
|------------------------|------------|
| Principal Estimator | \$125/hour |
| Estimator | \$80/hour |
| Administrative Support | \$60/hour |

BRUMMEL, MYRICK & ASSOCIATES

| | |
|-----------------------------------|------------|
| Principal Engineer (Consultation) | \$200/hour |
| Principal Engineer (Design) | \$150/hour |
| Mechanical Designer | \$110/hour |
| Plumbing Designer | \$110/hour |
| Energy Compliance/LEED AP | \$110/hour |
| CAD Operator | \$80/hour |
| Administrative Support | \$65/hour |

THOMA ELECTRIC

| | |
|----------------------------------|------------|
| Professional Electrical Engineer | \$164/hour |
| Electrical Engineer/Designer | \$138/hour |
| Electrical Design Assistant | \$98/hour |
| Electrical Cost Estimator | \$102/hour |
| Field Technician/Electrician | \$100/hour |
| CAD/Drafter | \$89/hour |
| Administrative Support | \$74/hour |

1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

| | | | |
|-------------------------|---|----------|------------|
| TO: | Internal Services Dept. - Budget Division | | |
| 3. FROM: | Rebecca Areida-Yadav | 5. DATE: | 04/23/2013 |
| 4. DEPARTMENT/DIVISION: | Public Works | | |

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|------------------------------|--------|-------------|-----------|------------------|---------------|
| A. SOURCE OF FINANCING | 1211 | | 3205 | Fund Balance | \$ 340,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| B. USE OF FINANCING | 1211 | 1211045 | 1825.2250 | Fire Station Two | \$ 340,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

Professional Services Agreement with Mary McGrath Architects for Fire Station No. 2 Replacement Project.

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

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

Department Head Signature: *Rebecca Areida-Yadav for PWS*

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. 2013-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE PROJECT ARCHITECT
AGREEMENT FOR DESIGN OF FIRE STATION NO. 2
REPLACEMENT PROJECT WITH MARY MCGRATH
ARCHITECTS AND FURTHER APPROPRIATING FUNDS

WHEREAS, Qualification Statements were requested for the planning and design of a new Fire Station No. 2 located on property purchased by the City on South Cherokee Lane, and seven firms submitted qualification packages; and

WHEREAS, the project team selected four firms for interviews and unanimously selected Mary McGrath Architects, of Oakland; and

WHEREAS, the design process will include space planning and the completion of Construction Drawings and Specifications. This phase defines the entire project, including the site plan, floor plans, layout, building elevations, design sections, complete building systems (electrical, mechanical, etc.), specific products to be used and an associated project cost estimate. Construction Administration services include submittal review and approval, project meeting attendance and site visits by the architect and her design consultants during construction. The design process is to be fast-tracked for completion and bidding in six months.

WHEREAS, in accordance with City Purchasing Ordinance Section 3.20.075, Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices."

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Project Architect Agreement for the design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland, California, in the amount of \$309,829; and

BE IT FURTHER RESOLVED that funds in the amount of \$340,000 be appropriated from the General Fund – Capital account for this project.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Improvement Deferral Agreement for 32 East Tokay Street

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute improvement deferral agreement for 32 East Tokay Street.

BACKGROUND INFORMATION: The owner of the property, Pacific Coast Producers, a Non-Profit Agricultural Cooperative Association (Owner), has recently constructed tenant improvements to an existing building located at 32 East Tokay Street. Building permit No. B12-0763 required offsite improvements that include 190 linear feet of curb, gutter and sidewalk along Tokay Street (estimated cost of \$9,576).

The Owner has requested that construction of the required improvements be deferred until the next phase of improvements to the property is initiated. The next phase of improvements, scheduled for Fall 2013, will consist of removing an existing building along Tokay Street and constructing a parking lot.

The Owner has agreed to the terms and conditions on the attached improvement deferral agreement (Agreement) and paid the necessary fees. The Agreement requires the owner to pay for the design and installation of the required improvements on Tokay Street in accordance with City standards, as part of the next phase of improvements, or at the request of the City, whichever occurs first. Staff recommends approval of the attached Agreement.

FISCAL IMPACT: None.

FUNDING AVAILABLE: The Improvement Deferral Agreement Fee (\$1,897) and recording fees were paid by the Owner.

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Assistant Engineer

FWS/CRB/pmf

Attachment

cc: Development Services
Mike Van Gundy, 741 S. Stockton St, Lodi, CA 95240
City Engineer/Deputy Public Works Director

APPROVED: _____
Konradt Bartlam, City Manager

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

32 East Tokay Street, Lodi, California
(APN 047-030-20)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and PACIFIC COAST PRODUCERS, a Non-Profit Agricultural Cooperative Association, hereinafter referred to as "Owner".

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, known as 32 East Tokay Street (APN 047-030-20) and described as follows:

See Exhibit A for legal description.

Building application (B12-0763) has been submitted to allow a tenant improvement to an existing building on the subject property. Installation of public improvements along Tokay Street are required as a condition of permit issuance in accordance with existing City ordinances and policies regarding off-site improvements as set forth in Title 15, Chapter 15.44 of the Lodi Municipal Code. Required improvements include, but are not limited to, the installation 190 linear feet of concrete curb, gutter and sidewalk in accordance with the City's Standard Plans and Specifications, see Exhibit B for total improvements quantities. Owner is desirous of complying with existing City ordinances and policies regarding off-site improvements. Owner has requested that the improvements on Tokay Street be deferred.

Council of the City will approve the deferral of the required Tokay Street improvements on condition that the Owner first enters into and execute this agreement with City.

NOW THEREFORE, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner agrees to pay for and complete the design and installation of the required improvements on Tokay Street in accordance with City Standards, including payment for engineering and other applicable City fees. The improvements shall commence at such time the Owner requests a building permit to expand their parking lot along Tokay Street, or at the time Tokay Street is improved, or at the request of the City, whichever occurs first.
2. Owner agrees to undertake the design and construction of the required improvements within 30 days after written notice is given by the City, subject to Item #1 above, and will complete the required improvements within 120 days from the date of notice.

3. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
4. If Owner fails to complete the required improvements, or make the fee payments as required by Item #1 of this Agreement within the time period specified in Item #2 above, the City shall be entitled, at its election, to either 1) file suit against Owner, its heirs, successors or assigns, for the full value of the improvements at the time period specific in Item #2 above plus attorney fees, or 2) complete the improvements at the expense of Owner, and file suit against Owner, its heirs, successors or assigns for the costs incurred, plus attorney fees. In either case, the obligations of this Agreement shall be secured by a lien against said property for the full value of the improvement costs set forth in Exhibit A.
5. A copy of the Agreement shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.
6. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin
Public Works Director
City of Lodi
P. O. Box 3006
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

Mike Van Gundy
Plant Manager
741 South Stockton Street
Lodi, CA 95240

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

Dated: _____ 2013

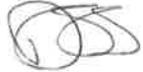
By: _____
Konradt Bartlam, City Manager

Attest: _____
Randi Johl, City Clerk

Pacific Coast Producers, a Non-Profit
Agricultural Cooperative Association

Dated: _____ 2013

Mike Van Gundy, Plant Manager

Approved as to form: _____
D. Stephen Schwabauer
City Attorney 

Dated: _____ 2013

APN: 047-030-02
Address: 32 E. Tokay Street

Exhibit "A"

Lots 70 and 71, LODI BARNHART TRACT, filed for record November 5, 1906 in Vol. 3 of Maps and Plats, page 48, San Joaquin County Records.

- a.) EXCEPT the West 50 feet of Lot 71,
- b.) ALSO EXCEPTING that portion of said Lots lying Easterly of the following described line.

BEGINNING at a point on the South line of said Lot 70 distant Westerly 110.57 feet from the West line of South Stockton Street being the Southeast corner of the land described in the Deed to Stokely-Van Camp, Inc., recorded January 9, 1957 in Vol. of Official Records, page, Series No. 1000; thence North along the East line of the land described in the last mentioned Deed, 462.54 feet, due West 2 feet and Northwesterly on a curver to the left radius 163', an arc distance of 209.6 feet to a point on the West line of the land described in the Deed Central California Traction Company, recorded June 15, 1937 in Vol 575 of Official Records, page 286; thence North along the last mention West line 33.37 feet to the South line of Tokay Street.

City of Lodi
Publics Works Department

Exhibit B
IMPROVEMENT COST
ESTIMATE FOR
IMPROVEMENTS

Development: 32 East Tokay Street
Developer: Pacific Coast Producers
Engineer:

Acres:
Date: 4/11/12

TOTAL COST OF PROJECT IMPROVEMENTS

| <u>Item</u> | <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Price</u> | <u>Total</u> | <u>Quantity</u> | <u>Total</u> |
|--|---|-----------------|-------------|--------------|-----------------|-----------------|-------------------|
| <u>Street System</u> | | | | | | | |
| 1 | Vertical Curb, Gutter and Sidewalk (7') | 190 | LF | 42.00 | 7,980.00 | 190 | 7,980.00 |
| | | | | | Subtotal | | Subtotal |
| | | | | | | | \$7,980.00 |
| Total Construction Cost | | | | | | | \$798.00 |
| Engineering & Administration (10% of Construction Costs) | | | | | | | \$798.00 |
| Contingencies (10% of Construction Costs) | | | | | | | \$798.00 |
| TOTAL COST | | | | | | A. Total | \$9,576.00 |

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING IMPROVEMENT DEFERRAL
AGREEMENT WITH PACIFIC COAST PRODUCERS
FOR 32 EAST TOKAY STREET

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Deferral Agreement between the City of Lodi and Pacific Coast Producers, a Non-Profit Agricultural Cooperative Association, for installation of public improvements for the facility located at 32 East Tokay Street; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Northern California Power Agency Agreement Regarding the Use and Non-Disclosure of Information for NCPA Projects and Authorizing Execution by the City Manager

MEETING DATE: May 1, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the Northern California Power Agency Agreement Regarding the Use and Non-disclosure of Information for NCPA Projects and authorizing execution by the City Manager.

BACKGROUND INFORMATION: As a signatory to the NCPA Joint Powers Agreement and various NCPA generation project and service agreements, the City receives and NCPA provides a number of services that require the creation and administration of a wide range of commercially sensitive data and information. Through its participation in various NCPA services, the City is entitled to access this commercially sensitive data and information that pertains to the City's participation share of said services.

NCPA, acting under direction from the NCPA Commission, has collaborated with its members to create the attached NDA. The NDA is a means for NCPA and its members to supplement their "cultures of compliance" by: (i) formally acknowledging the commercially sensitive nature of the data and information NCPA creates and manages, (ii) formally acknowledging the prohibition and restrictions on sharing commercially sensitive data and information with third parties under applicable law, and (iii) mutually agreeing to treat commercially sensitive data and information as "Confidential Information" to the extent allowed under law.

The NDA will require administrative during its term. The City will need to select and maintain one staff person to act in an administrative role to coordinate all communications between the City and NCPA relating to the City's access to NCPA's secured web service (i.e. Data Portal). This activity would involve requesting access for new users, modifying access privileges for existing users, or deactivating user accounts. The NDA contains two exhibits. Exhibit A is to be signed by each employee of the City that accesses the Data Portal directly. Exhibit B is to be signed by each employee of a consultant under contract with the City that receives NCPA Confidential Information, either directly or indirectly.

FISCAL IMPACT: No additional funding is required.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

EAK/MF/lst

APPROVED: _____
Konradt Bartlam, City Manager

**NORTHERN CALIFORNIA POWER AGENCY
AGREEMENT REGARDING THE USE AND
NON-DISCLOSURE OF INFORMATION
FOR NCPA PROJECTS**

WHEREAS, pursuant to NCPA project power sale agreements, associated operating agreements, facility agreements, and other applicable service agreements (collectively referred to as "NCPA Project"), the Receiving Party, as a participant in one or more NCPA Projects, is entitled to receive certain Confidential Information from NCPA concerning the operation of NCPA Projects in which it holds an entitlement share, expressed as either a generation entitlement share or project participation percentage, to output from the NCPA Project; and

WHEREAS, NCPA intends to provide NCPA Project data, including Confidential Information, to the Receiving Party primarily through its Data Portal; and

WHEREAS, some of the Confidential Information provided includes data relating to the Receiving Party's entitlement share or project participation percentage of the NCPA Project including operations, bids and costs; and

WHEREAS, the parties recognize that NCPA Project data designated as Confidential Information has the potential to be misused for unlawful market purposes; and

WHEREAS, the parties have agreed to put procedures in place to prevent the use or disclosure of the Confidential Information in a manner that might be construed to violate federal or California law;

THEREFORE, in consideration of the mutual covenants in this Agreement, NCPA and the Receiving Party agree to contractual limits and protection concerning the disclosure and use of the Confidential Information, as follows:

1. Purpose, Scope and Definition. The purpose of this Agreement is to permit the Receiving Party to review and use the Confidential Information to which it is entitled pursuant to its generation entitlement share or project participation percentage in an NCPA Project, for any lawful purpose, subject to the restrictions on disclosure to Third Parties and uses set forth herein. Confidential Information under this Agreement consists of commercially sensitive information, which may include, but is not limited to, price, quantity, location or timing of electric industry marketing decisions, provided by NCPA to the Receiving Party, whether through the Data Portal or otherwise, pertaining to the Receiving Party's generation entitlement share or project participation percentage in NCPA Projects. Except as otherwise provided in Paragraphs 4 and 5, Confidential Information includes:

- (a) All written materials marked "Confidential" or "Proprietary" or "Sensitive" or other words of similar import provided by NCPA to the Receiving Party;
- (b) All observations of equipment or data, including computer screens, and oral disclosures that are indicated as "Confidential" or "Proprietary" or "Sensitive" or other words of similar import at the time of the observation or the disclosure; and

- (c) Notes, copies printouts or summaries of or regarding the Confidential Information prepared by the Receiving Party or its employees, agents, consultants, attorneys or members.

2. Non-Disclosure. Subject to Paragraph 4 below, the Receiving Party shall keep the Confidential Information in strict confidence and shall not disclose such information or otherwise make it available, in any form or manner, to any other person or entity (a “Third Party”) other than its employees, agents, consultants, attorneys, or members who are reasonably necessary to assist the Receiving Party with decisions regarding its interest in the NCPA Project. Employees, agents, consultants, attorneys and members shall be classified as follows:

- (a) Designated Reviewers are persons authorized by the Receiving Party Administrator to access the Data Portal. The Receiving Party shall cause any such Designated Reviewer who is an employee of the Receiving Party to execute Exhibit A to the Receiving Party’s Agreement prior to such employee receiving or viewing Confidential Information through the Data Portal. The Receiving Party shall cause any such Designated Reviewer who is a consultant of the Receiving Party to execute Exhibit B to the Receiving Party’s Agreement prior to such consultant receiving or viewing Confidential Information through the Data Portal.
- (b) Designated Recipients are persons who are not authorized to access the Data Portal, but who are authorized to view Confidential Information from the Data Portal as part of their work in assisting the Receiving Party with decisions regarding its interest in the NCPA Project. The Receiving Party shall cause any such Designated Recipient who is an employee of the Receiving Party to review this Agreement and shall take such measures as it deems prudent to ensure that the Designated Recipient understands both the Receiving Party’s and his or her responsibilities with regard thereto. The Receiving Party shall cause any such Designated Recipient who is a consultant to execute Exhibit B to this Agreement prior to such consultant receiving or viewing Confidential Information.
- (c) Decision Makers are persons who are members of the governing board, including, but not limited to, city council, governing board, and utility commissions, of the Receiving Party, executives of the Receiving Party or attorneys for the Receiving Party who are not authorized to access the Data Portal but who may review reports and recommendations summarizing aggregated data that may be based on Confidential Information, in the course of making or approving decisions related to the Receiving Party’s decisions about its NCPA Project interests. The Receiving Party shall take such measures as it deems prudent to ensure that Decision Makers understand the Receiving Party’s and their responsibilities with regard thereto.
- (d) A copy of each executed Exhibit A or B shall be provided to NCPA.

It is the ongoing responsibility of the Receiving Party to ensure that: (i) each Exhibit A and Exhibit B is accurate; (ii) each Exhibit A and Exhibit B permits access only to a current Designated Reviewer or Designated Recipient of the Receiving Party; (iii) each Designated Recipient or Designated Reviewer receiving the Confidential Information understands the scope of permissible use; and (iv) each new Exhibit A and Exhibit B, and any notice of cancellation of an Exhibit A or Exhibit B, is immediately submitted to NCPA. The Receiving Party shall immediately report to NCPA any unauthorized access to NCPA’s Data Portal or

other breach of this Agreement.

3. Use of Confidential Information.

- (a) It is understood and agreed by the Receiving Party that both parties have obligations under federal and California law to safeguard the Confidential Information against use or disclosure for purposes inconsistent with federal or California antitrust laws or for purposes of market manipulation.
- (b) The Receiving Party may use the Confidential Information received hereunder for any lawful purpose, provided that it does not disclose the Confidential Information to Third Parties other than Designated Reviewers, Designated Recipients, or Decision Makers as provided in Paragraph 2, and receives similar commitments as provided in Paragraph 2.
- (c) Receiving Party shall take all prudent measures to ensure that its Designated Reviewers, Designated Recipients and Decision Makers use the Confidential Information in compliance with this Agreement and with all laws and regulations, and safeguard its confidentiality.

4. Exceptions to Non-Disclosure. Notwithstanding Paragraph 2 above, a party to this Agreement shall not have breached any obligation under this Agreement if the Confidential Information is disclosed to a Third Party when the Confidential Information:

- (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or
- (b) had been received by the Receiving Party prior to the time of disclosure through other means without restriction on its use, or had been independently developed by the Receiving Party without use of Confidential Information, as demonstrated through documentation; or
- (c) is subsequently disclosed to the Receiving Party by a Third Party without restriction on use imposed by the Third Party and without breach of any law, agreement or legal duty to the Third Party; or
- (d) subject to the provisions of Paragraph 5, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

5. Notice of Pending Third Party Disclosure.

- (a) In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena or other lawful process requiring the disclosure of the Confidential Information, the Receiving Party shall notify NCPA immediately upon receipt thereof to allow NCPA to be involved in such proceeding for the purpose of safeguarding the Confidential Information.
- (b) In the event that the Receiving Party is a federal, state, or local governmental entity

and/or is subject to public records law or regulation, including but not limited to the federal Freedom of Information Act (FOIA), U.S. Code Title 5, Section 552, as amended, or the California Public Records Act, California Governmental Code Sections 6250, et seq., the Receiving Party shall: (i) notify NCPA immediately upon receipt of a request for public records that include all or part of the Confidential Information; and (ii) subject to sub-paragraph (c), treat the requested Confidential Information as exempt from disclosure.

- (c) The Receiving Party shall not be in violation of this Agreement if it complies with an order of a court or governmental authority, or a public records law or regulation, requiring disclosure of the Confidential Information, after: (i) NCPA has unsuccessfully sought to maintain the confidentiality of such information as provided herein; (ii) NCPA has notified the Receiving Party in writing that it will take no action to maintain such confidentiality; or (iii) counsel for the Receiving Party has determined that disclosure is required under a public records law or regulation, the counsel for the Receiving Party has provided NCPA with three (3) business days written notice of such determination, and NCPA has not responded or sought an order restraining disclosure within such time period.

6. Term.

- (a) This Agreement shall remain in effect unless and until NCPA provides ten (10) days prior written notice to the Receiving Party of its termination. Termination shall not extinguish any claim, liability or cause of action under this Agreement existing at the time of termination.
- (b) Provisions Surviving Termination. The provisions of Paragraphs 2, 3, 4, and 5 shall survive the termination of this Agreement for a period of five (5) years.
- (c) Destruction of Documents. Nothing in this Agreement shall prevent the Receiving Party from otherwise lawful destruction of documents or files containing Confidential Information in the ordinary course of business, provided that the method of destruction safeguards the Confidential Information.

7. Notices.

- (a) Administrator(s) for Data Portal Access. Receiving Party shall designate one (1) person to act as Administrator on its behalf, and shall provide the name, street address, telephone number, facsimile number and email address of such Administrator to NCPA's Representative designated under sub-paragraph (b) prior to Receiving Party being granted access to the Data Portal. Either party may change the identity of its Administrator or the address for notice to its Administrator by providing notice to the other.

The Receiving Party's Administrator shall administer access to the Data Portal on behalf of Receiving Party's employees, agents, consultants, attorneys or members, including but not limited to making requests for new user accounts, maintenance and

administration of existing user accounts, and administration of digital security certificates. NCPA's Administrator shall administer on behalf of NCPA all such requests by Receiving Party's Administrator.

All communications, pursuant to this sub-paragraph, from Receiving Party's Administrator to NCPA's Administrator shall be in writing, via email, to the following address: dataportaladmin@ncpa.com.

- (b) **Representatives and Addresses.** All notices, requests, demands, and other communications required or permitted under this Agreement other than those between Administrators shall be in writing and shall be either: (i) delivered in person; (ii) sent by U.S. certified mail, postage prepaid; or (iii) sent by overnight delivery; addressed as follows:

Receiving Party:

Entity Name: CITY OF LODI

Name of Contact (person or position):

Elizabeth Kirkley, Electric Utility Director

Address: 1331 South Ham Lane, Lodi CA 95242

Telephone: 209-333-6828

Facsimile: 209-333-6839

Email: ekirkley@lodielectric.com

NCPA:

Dave Dockham
NCPA Assistant General Manager
651 Commerce Drive
Roseville, CA 95678-6411
Phone: 916.781.3636
Fax: 916.783.7693

and

Michael Dean
NCPA General Counsel
555 Capitol Mall, Suite 1200
Sacramento, California 95814
Phone: 916.556.1531
Fax: 916.556.1516

Changed Representatives and Addresses. A party hereto may from time to time change its representative or address for the purpose of notices to that party by notice specifying a new representative or address.

- (c) Effective Date of Notices. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Paragraph 7 shall be effective upon delivery.

8. Complete Agreement; No Other Rights.

- (a) This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter thereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date of this Agreement, with respect to its subject matter. No change to this Agreement shall be effective unless agreed to in writing by the parties hereto. Any conflict between the language of this Agreement and any mark, stamp, annotation or other language identifying something received hereunder as Confidential Information shall be resolved in favor of this Agreement.
- (b) This Agreement is not intended to create any right in or obligation of any party or Third Party other than those expressly stated herein.

9. No Warranties or Representations. Any Confidential Information disclosed by NCPA under this Agreement carries no warranty or representation of any kind, either express or implied. The Receiving Party shall not be entitled to rely on the accuracy, completeness or quality of the Confidential Information, even for the purpose stated in Paragraph 1.

10. Injunctive Relief. The Receiving Party agrees that, in addition to whatever other remedies may be available to NCPA under applicable law, NCPA shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by the Receiving Party, its Designated Recipients or any Third Party to whom Receiving Party disclosed Confidential Information. The Receiving Party agrees that it shall bear all costs and expenses, including reasonable attorneys' fees, that may be incurred by NCPA in enforcing the provisions of this paragraph, only if NCPA prevails in the litigation.

11. Governing Law. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws.

12. Assignment. This Agreement shall be binding upon the parties, their successors, and assigns. The Receiving Party shall not assign this Agreement without NCPA's prior written consent.

13. Construction of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any party, but shall be construed in the manner that most accurately reflects the parties' intent as of the date they executed this Agreement.

14. Signature Authority. Each person signing below warrants that he or she has been duly authorized by the party for whom he or she signs to execute this Agreement on behalf of that party.

15. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date set forth above.

NORTHERN CALIFORNIA POWER AGENCY

By: _____

Name: Jim Pope

Title: General Manager

Date:

RECEIVING PARTY:

CITY OF LODI

By: _____

Name: Kondradt Bartlam

Title: City Manager

Date:

Attest:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: _____


EXHIBIT A

**INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND
USE OF INFORMATION AGREEMENT FOR NCPA PROJECTS**

The undersigned, _____ (print or type name),
employed as _____ (title) by the Receiving Party,
_____, hereby acknowledges that he or she in his/her official
capacity has received a copy of the NORTHERN CALIFORNIA POWER AGENCY
AGREEMENT REGARDING THE USE AND NON-DISCLOSURE OF INFORMATION
FOR NCPA PROJECTS in which the Receiving Party, _____, has
an entitlement interest, dated _____ between the Northern California Power
Agency and the Receiving Party designated therein ("Agreement"). The undersigned hereby
acknowledges that the undersigned has read the Agreement and understands the importance
of maintaining the confidentiality of Confidential Information (as defined in the
Agreement), the provisions of the Agreement relating to such confidentiality, and the
limitations on the use of Confidential Information. In consideration thereof, the undersigned
agrees to be bound by all of the provisions of the Agreement.

Dated: _____

Signed: _____

Print Name: _____

Telephone: _____

Email: _____

EXHIBIT B

**CONSULTANT STATEMENT FOR
NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT FOR NCPA
PROJECTS**

Name of Consulting Entity: _____

Type of business and state in which business organization is formed (e.g. a California corporation): _____

Located At
(address of Consulting Entity): _____

Has been engaged to provide technical support and analysis to the following entity:

Consulting Entity hereby acknowledges that it has received a copy of the NORTHERN CALIFORNIA POWER AGENCY AGREEMENT REGARDING THE USE AND NON-DISCLOSURE OF INFORMATION FOR NCPA PROJECTS in which the Receiving Party, _____, has an entitlement interest, dated _____ between the Northern California Power Agency and the Receiving Party designated therein ("Agreement"). Consulting Entity hereby acknowledges and agrees that in order to access Confidential Information (as defined in the Agreement), Consulting Entity must comply with the provisions of the Agreement, and it agrees to do so.

Consulting Entity acknowledges and agrees that its review of Confidential Information is solely for the purpose of providing consultancy services to the Receiving Party and that its use of Confidential Information shall be limited to the same. To the extent that Consulting Entity provides technical support and analysis to parties who are not party to this Agreement, Consulting Entity agrees that disclosure of Confidential Information to such parties is prohibited by the terms and conditions of the Agreement.

The undersigned agrees that he or she is authorized by the Consulting Entity to execute this Consultant Statement to the Agreement.

Dated: _____

Consulting Entity: _____

By: (signature) _____

Print Name: _____

Telephone: _____

Email: _____

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO APPROVE AND ADOPT THE NCPA
AGREEMENT REGARDING THE USE AND NON-DISCLOSURE
OF INFORMATION FOR NCPA PROJECTS

=====

WHEREAS, the City of Lodi (City) is a signatory to the Northern California Power Agency Joint Powers Agreement and is a member of NCPA; and

WHEREAS, the City is a participant in several NCPA generation projects and is a signatory to NCPA service agreements; and

WHEREAS, in providing services to the City, NCPA creates and manages data and information that is of a commercially sensitive nature as defined and as practiced under various Federal and California laws and regulations; and

WHEREAS, the City is entitled to access and use data and information directly attributable to its proportionate participation share of NCPA generation and services; and

WHEREAS, NCPA makes this data available via a secured web-service commonly referred to as the NCPA Data Portal and through other means; and

WHEREAS, City staff have established individual user accounts to the NCPA Data Portal and have access to commercially sensitive data and information; and

WHEREAS, the information accessed via the NCPA Data Portal is vital to the business operations and financial accounting practices of the City; and

WHEREAS, NCPA, under the direction of its governing board, has adopted and approved The NCPA Agreement Regarding The Use And Non-Disclosure of Information For NCPA Projects (NDA) to contractually facilitate future access to the NCPA Data Portal and commercially sensitive data and information by its Members' staff and consultants; and

WHEREAS, NCPA, under the direction of its governing board, will not make commercially sensitive data and information available absent a fully executed non-disclosure agreement effective July 1, 2013; and

WHEREAS, executing the NDA would facilitate continued access to commercially sensitive data and information and mitigate potential service interruptions; and

WHEREAS, the NDA would require the City to establish one staff person to act in an administrative role whose duties would include establishing new users, modifying user account privileges, annually renewing accounts, and deactivating user accounts; and

WHEREAS, the NDA would require that each City employee that directly accesses the NCPA Data Portal to sign Exhibit A to the NDA; and

WHEREAS, the NDA would require that each individual employed by a consultant under contract with the City that works with or otherwise receives commercially sensitive data or information related to NCPA Projects, as defined in the NDA, whether accessed directly or indirectly, to sign Exhibit B to the NDA; and

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

1. Adopt and approves the NDA by and between the City and the Northern California Power Agency; and
2. Delegates authority to the City Manager to execute the NDA on behalf of the City; and
3. Delegates authority to the Electric Utility Director, or his/her designee, to select a Data Portal Administrator and update this selection as needed; and
4. Directs staff to evaluate access to the NCPA Data Portal and users of confidential information and execute the appropriate NDA Exhibits; and
5. Direct staff to evaluate the need to develop internal policies and procedures in accessing and using Confidential Information, as defined in the NDA.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute an Agreement with Macias, Gini, & O'Connell, LLP for Auditing Services for the Fiscal Years Ending June 30, 2013, 2014 and 2015

MEETING DATE: May 1, 2013

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute an agreement with Macias, Gini, & O'Connell, LLP for auditing services for the Fiscal Years ending June 30, 2013, 2014 and 2015.

BACKGROUND INFORMATION: The City has solicited proposals from firms for auditing services that will cover fiscal years 2012/13 through 2014/15, with options for extension for the next two fiscal years. Staff received 14 proposals.

Proposals were initially reviewed by a team of four City employees. The highest-rated firms were advanced to interviews conducted by a panel consisting of two City employees and one Council member.

Based on the criteria and results of the interviews, the panel recommends that the Council accept the proposal from Macias, Gini, & O'Connell, LLP. Audit fees for the three year term of the contract total \$255,000. Fees for the extended term of the contract total \$175,200, should the City choose to exercise those options.

FISCAL IMPACT: Proposed fees are \$85,000 per year for the three-year term of the contract. The proposed fees are \$23,603 lower than the fees paid for the last year.

FUNDING AVAILABLE: Appropriations will be included in each fiscal year's Non-Departmental budget (100205).

Jordan Ayers
Deputy City Manager

JA/ja

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on May1, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Macias Gini & O'Connell LLP (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 Audit Services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on May 1, 2013 and terminates upon the completion of the Scope of Services or on January 31, 2016, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

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

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), 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: Jordan Ayers

To CONTRACTOR: Macias Gini & O'Connell LLP
 3000 S Street, Suite 300
 Sacramento, CA 95816
 Attn: Richard Green, CPA

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume

no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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///
///
///
///
///

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:

By: _____

By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source: 100205.7323
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012

Exhibit A – Scope of Services

Refer to Proposal for Professional Auditing Services RFP13-01.



**Proud To Be
Boring Accountants.®**

An ironclad audit that gives your city peace of mind.

**Proposal for Professional
Auditing Services
RFP 13-01
City of Lodi**

March 4, 2013

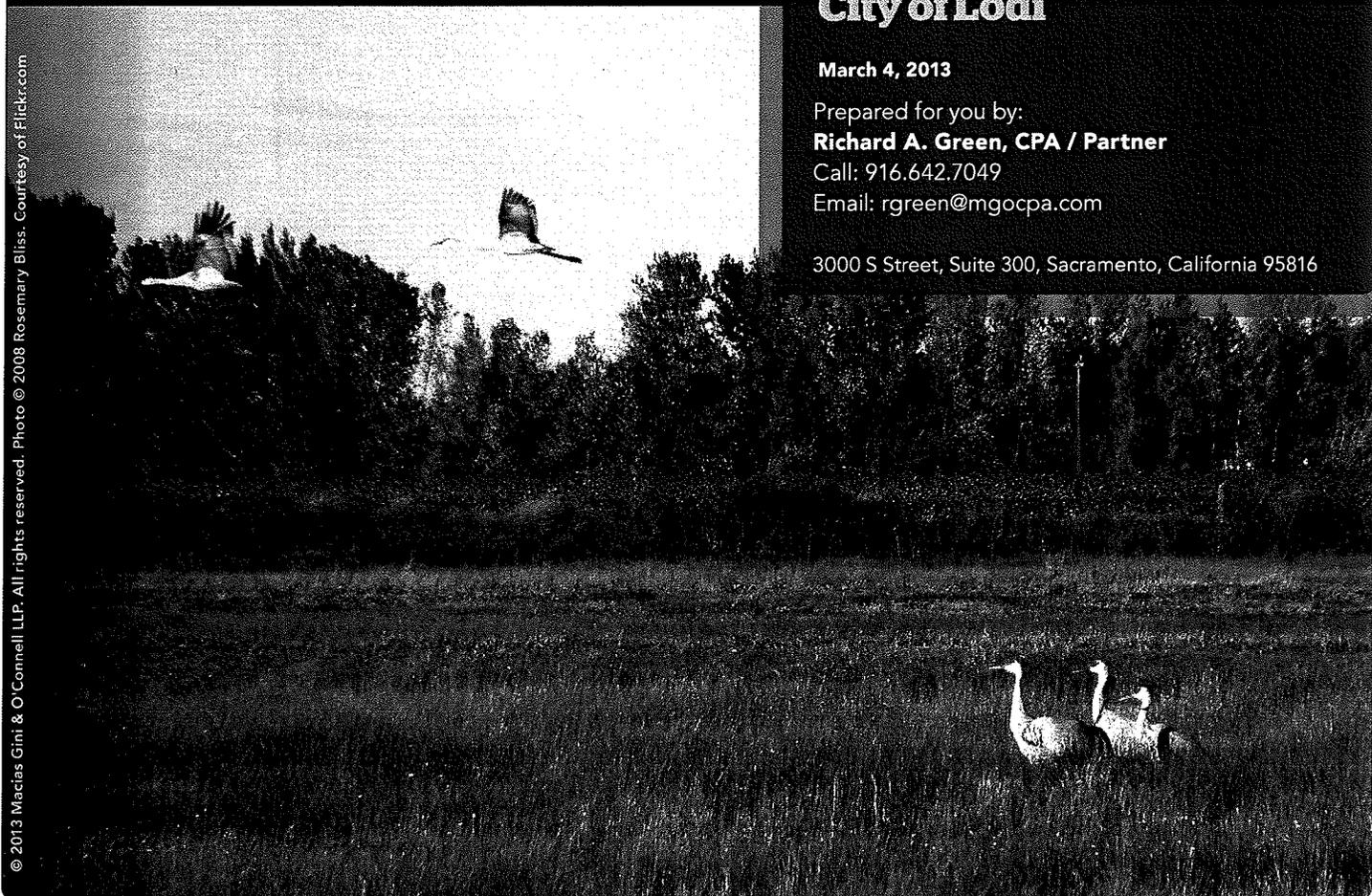
Prepared for you by:

Richard A. Green, CPA / Partner

Call: 916.642.7049

Email: rgreen@mgocpa.com

3000 S Street, Suite 300, Sacramento, California 95816





Proud To Be Boring Accountants®

The Boring Story.

Our tagline isn't just some made-up marketing jargon; it's the result of our entire team digging deep to crystallize what drives them, what makes us different, and why clients should care about us.

Proud To Be Boring Accountants® of course plays off the old stereotype of accountants. We felt it was time we stood up and claimed our craft. It's who we are, and it's what we love doing. In a world where CPAs seem to be Jacks of all trades, we are masters of one, and proud of it.

We take our profession seriously, not ourselves. When you get to know us, you find out we're not really that boring, and our approach to problem-solving is thoughtful and looks at issues from all angles. Being boring accountants means we understand how to help clients stand clear of fads and quick fixes while staying focused on strategies that will help them succeed over the long-term.

That's enough explanation. We wouldn't want to bore you, now would we?

Kevin J. O'Connell, CPA
CEO & Managing Partner

Proud to be a Boring Accountant.



- 1 Introduction.**
Transmittal Letter.
- 2 Executive Summary.**
Our Value Propositions.
- 3 Section 1**
Firm Qualifications and Experience.
- 5 Section 2**
Our Experience with the City of Lodi.
- 6 Section 3**
Partner, Supervisory and Staff Qualifications and Experience.
- 12 Section 4**
Similar Engagements with Other Government Entities.
- 13 Section 5**
Specific Audit Approach.
- 25 Section 6**
Identification of Anticipated Potential Audit Problems.
- 26 Section 7**
Total All-Inclusive Maximum Price.
- 28 Attachments**
 - Statement of Past Contract Disqualification.
 - Peer Review Report.
 - Quality Control Review.

Hello, and thank you. Our approach, like our proposal that follows, is all about clear communication, innovation, full transparency and a willingness to always go the extra mile, – because that's what it takes to deliver the highest level of assurance.

On behalf of MGO, we are pleased to present our proposal to provide auditing services to the **City of Lodi (the "City")** to audit the City's financial statements and perform Single Audit services for three (3) fiscal years, beginning with the fiscal year ending June 30, 2013, with an option to renew for an additional two fiscal years.

The City is currently a valued audit client of MGO that requires a seasoned engagement team with an unmatched breadth of experience and expertise in performing financial statement audits. Your proposed MGO team has the required experience, expertise as well as significant institutional knowledge of your operating environment, processes and internal control over financial reporting. As a result, we are the firm best qualified to perform the engagement and committed to perform the work within the time period specified in the RFP. Below are the three primary reasons that we believe MGO should be selected to perform the financial statement audit of the City.

Our Public Sector Experience

MGO serves the largest and most complex governments than any other firm. In California, our local government specialists have served over 100 cities, 16 counties and more than 200 special purpose units of government. Currently, we're the principal auditors for 6 of the top 10 California cities and the largest Public Employees' Retirement System (CalPERS) in the United States. Additionally, MGO has served our state's largest city, Los Angeles, for more than 10 years and the second largest Public Employees' Retirement System (CalSTRS) in the United States for 7 years. Our depth of experience and expertise will result in the City continuing to receive a quality financial statement audit that properly assesses and responds to audit risk.

Our Track Record

MGO has a proven track record as a leader in providing professional services to the public sector. Since our inception in 1987, MGO has never had an audit failure. This is a testimony of our commitment to quality and maintaining the confidence of our clients and the public. MGO also has a proven track record of successfully serving the City. While serving as independent auditor, MGO has provided valuable observations of best practices that improved financial reporting, internal control and operating efficiency and effectiveness.

Our Cost Integrity

MGO's fee philosophy is to foster long-term client relationships by offering fair and competitive pricing, while providing the highest level of uncompromised service.

This proposal is a firm and irrevocable offer for sixty (60) days. As a Partner, I am entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City. If the City has any questions, or if I can be of assistance to you in any way during your selection process, please do not hesitate to call me at 916.642.7046.



Richard A. Green, CPA
Proud to be a Boring Accountant
and MGO Partner
E-Mail: rgreen@mgocpa.com

Macias Gini & O'Connell LLP
3000 S Street, Suite 300
Sacramento, CA 95816
Main: 916.928.4600
Direct: 916.642.7046

3 ironclad reasons MGO will best serve the City of Lodi.

1 Our experience. When it comes to auditing governments, we're number one.

MGO audits more top California governments than any other firm. Our firm's governmental practice is one of the largest in the United States and offers unmatched resources in serving this highly complex sector, with specialists who are dedicated to year-round service. In California, our local government specialists have served over 100 cities, 16 counties and more than 200 special purpose units of government. Rest assured we will use our experience to provide a highly focused, efficient and effective audit.

Currently, we're the principal auditors for 6 of the top 10 California cities and the largest Public Employees' Retirement System (CalPERS) in the United States. Additionally, MGO has served our state's largest city, Los Angeles, for more than 10 years and the second largest Public Employees' Retirement System (CalSTRS) in the United States for 7 years. Our experience is simply unmatched.

Experience that's second to none. Some firms will tout their experience auditing numerous governmental entities, but often that experience doesn't directly translate to the engagement team, especially below the partner level. Your local MGO engagement team will include some of the most experienced and talented government auditors in the country. That's a promise.

2 Our track record. We are proven in the industry and more importantly with the City.

Our Capacity to Serve. MGO professionals participate with the national standard setters in addressing the emerging technical issues of the day. We offer our clients the opportunity to have a "voice" in the direction and development of audit and accounting standards that impact their respective organizations. Members of your proposed service team participate directly with the GASB and AICPA and will serve as trusted advisors to the City.

We're ready to hit the ground running. Because of our institutional knowledge of your operating environment we are able to focus on the true areas of audit risk. This focus will ensure a quality financial statement audit that minimizes disruption to management and staff. Additionally, our in depth understanding of the City and its operations will allow MGO to continue to provide insightful comments on improving internal controls and operating procedures. We are proud of the added value that our comments have provided the City over the years. This value only comes from years of experience in serving the public sector and an understanding of the City that our competitors do not possess.

MGO has never had an audit failure, which given that we have performed so many, is something we are very proud of. It is the most rewarding statistic in the audit business and very satisfying to know that our hard work, dedication and ironclad approach results in audits that hold up under intense scrutiny.

3 Our cost integrity. Quality at the right price.

We never compromise quality. During these economic times we have seen some very questionable tactics of underbidding just to seal the deal without considering the outcome.

We don't play those games; our professional integrity will not allow it. A former Director of the SEC's Enforcement Division said it well, "...it is critical that auditors of municipalities conduct their audits with a high degree of rigor, competence and independence, and that cities hire auditors who have the technical skills, experience and resources to conduct proper audits and not hire auditors based primarily on the lowest bid..."

That said, we are fully aware of the budget constraints the City is under and are offering a **33% discount from our standard hourly rates**, while providing you with the peace-of-mind that we will not sacrifice the quality of our audits.

MGO in a nutshell.

We are a regional certified public accounting and consulting firm serving clients from 8 offices throughout California and one in Seattle, Washington. Founded in 1987, MGO is a full-service firm with a staff of over 250 highly skilled professionals providing auditing, tax, accounting and management consulting, and business management services to governmental entities, nonprofits, corporations, partnerships and individuals. We're committed to exceeding the expectations of clients through our philosophy of proactive planning and year-round involvement and our core values of service, integrity and knowledge. We contribute to the success of many of the largest governments in California.

MGO is People.

We employ the best, most talented Professionals to deliver reliable, knowledgeable services to our clients. Our focus on building relationships and supporting the achievement of both client and employee goals is supported by 25 years of experience serving clients in California's complex business, governmental and nonprofit environments.

Firm Mission.

Our mission is to provide world class services while passionately exceeding the expectations of our clients. We have developed our statewide certified public accounting practice to operate as a flexible "one office" practice.

Our professionals have the collective knowledge, experience and commitment necessary to attentively and effectively provide the highest quality service to our clients.

Firm Capacity.

MGO's Public Sector practice is one of the largest in the country and offers unparalleled resources in serving this highly complex sector. We have over 90 licensed professionals experienced in working with clients in all areas of the public sector, at all levels of government and encompassing the executive, legislative and judicial branches. In addition to general-purpose units of government, we serve authorities, ✓ boards and commissions. We work in the areas of economic development, education, finance, health and human services, housing, justice, public safety, public works, retirement systems, and transportation, as well as the central administrative functions. This diversity provides us with a well-balanced perspective and a tremendous base of experience.

Independence

Our firm is independent of the City of Lodi, California, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. We meet the independence standards, due professional care, qualifications, and quality control requirements of the *Government Auditing Standards*, 2007 revision, published by the U.S. Government Accountability Office (GAO) in relation to the City. If we are selected as your independent auditor, we will not enter into any relationships that may impair or jeopardize our independence during the term of the contract.

Licensed to Practice in California

Our firm and all key professional staff assigned to the engagement are properly licensed by the State of California to practice as Certified Public Accountants. MGO meets all requirements imposed by federal, state and local laws, rules, and regulations.

We are thought leaders in the public sector.

Over the past 25 years, our firm has continually demonstrated our commitment to the public accounting profession by investing significant financial and human resources. Our statewide practice is dedicated to issues affecting our clients. We've contributed countless hours in consultation with the many agencies that regulate and shape the environment in which you operate. Our role as a thought leader to the public accounting profession is shown through our participation on national committees, technical publications and articles authored by our partners and directors, and the specialty training we provide to industry associations and our clients.

A national footprint. Because of our long-term involvement and national liaisons, we're the firm best positioned to keep you up to date on changing accounting and auditing standards - and we will. Our record of thought leadership includes:

- Participation in the **AICPA State and Local Government Expert Panel (EP)**, the successor group to the GAAC (see below) that is responsible for addressing practice and emerging issues in the public sector. The EP serves as the profession's primary liaison to the Governmental Accounting Standards Board and regulators such as the U.S. Government Accountability Office and the U.S. Office of Management and Budget. Caroline Walsh, the Firm's Quality Control Partner, was one of fifteen people nationwide who served on this panel for a three-year term from October 2006 through September 2009. Caroline participated in the review of the 2009 audit guides, which are currently being used by auditors nationwide. Last year, Caroline chaired the EP task force for the GASB's Invitation to Comment on Pension Accounting and Financial Reporting and presented testimony to GASB on behalf of the AICPA. As a former member, she was recently invited to serve as an EP task force member to review and comment on the GASB's new exposure draft, which codifies pre-November 30, 1989 accounting standards.
- Richard Green, the proposed Engagement Partner was chosen to participate in the **AICPA State and Local Government Expert Panel Pension Comment Letter Task Force**. He is also a member of the **Governmental Accounting Standards Board Task Force on Pension Accounting Research**.
- The firm's founder, Kenneth Macias, completed his term on the **AICPA Auditing Standards Board (ASB)** in 2003, which laid the ground work for the profession's *New Risk Assessment Standards*. He has also served on the task force that developed GASB Statement Nos. 31 and 42.
- MGO Partners and Directors have participated over the last 15 years with the **AICPA Government Accounting and Auditing Committee (GAAC)** which was responsible for developing

the AICPA's *Audit and Accounting Guide for State and Local Governments*. The GAAC was a major influence in the development of generally accepted auditing standards and accounting principles of governments.

- The firm's Managing Partner, Kevin O'Connell, served on the GASB task force that developed guidance to implement GASB Statement Nos. 43 and 45 related to *Other Postemployment Benefits (OPEB)*.
- Caroline Walsh, the proposed Technical Review Partner was recognized for her contribution to the 2008 *Audit Risk Alert for State and Local Governments*.
- In 2009, Caroline was appointed for a three-year term to the Governmental Accounting Standards Board (GASB) Implementation Guide Advisory Committee to assist the GASB in developing the 2009-2010 edition of the *Comprehensive Implementation Guide*. Caroline reviewed the updates for the 2010-2011 Guide.
- Caroline Walsh was recognized for her contribution on the task forces responsible for the 2008 and 2009 releases of the *AICPA Audit and Accounting Guides for State and Local Governments and Government Auditing Standards and Circular A-133 Audits* guides. These are the leading industry guidance for auditors conducting audits of state and local governments in accordance with the Yellow Book and the Single Audit Act.
- MGO is a member of the AICPA Government Audit Quality Center (GAQC). The GAQC was established in 2004 and its primary purpose is to provide resources to promote high quality governmental audits. To demonstrate our commitment to quality auditing practices, MGO was one of the first firms in the U.S. to join the GAQC.

On April 5, 2011 MGO Partner and Founder, Kenneth Macias was named to the 2011-2012 American Institute of CPAs (AICPA) Board of Directors.

Focused on Adding Value to the City of Lodi

In recent years, the AICPA has issued several new auditing standards that emphasize the importance of communication between the auditor, management and those charged with governance. Our communication with management has always been a priority. We see ourselves not only as your auditor, but as a trusted business advisor. Providing useful recommendations for improving financial reporting and operational efficiency is an integral part of our service plan. We have consistently drawn upon our in-depth knowledge of the City and our experience with other large governments to assess current processes, identify areas for improvement and communicate best practices.

Over the years, we have assisted the City in a number of areas as noted to the right.

Highlights of Past Client Services Provided - Value Added

In fiscal year 2010, MGO worked directly with the City's actuary in developing its January 1, 2010 valuations related to GASB statements No. 16 and 45 accounting and financial reporting.

Annually, MGO provides our clients a full day of complimentary CPE addressing the technical accounting and emerging issues related to local government.

MGO has provided the City with recommendations of "best practices" to improve internal control over financial reporting, operating efficiency and effectiveness.

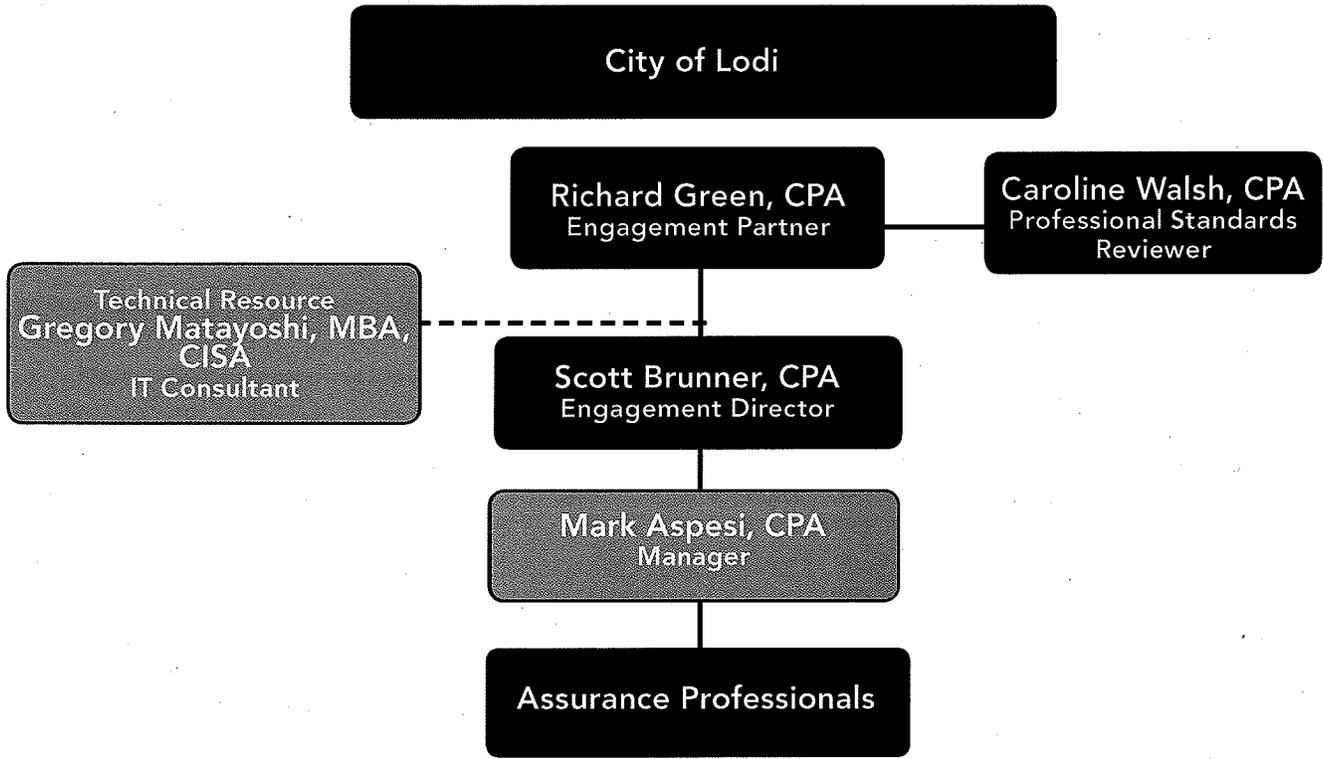
MGO has been flexible in adjusting staff work schedules and delivery dates to accommodate City demands on time and human resources.

Looking Forward - Value Added

MGO believes that the messaging and image of the City's CAFR is dated and could be improved significantly. Should MGO be awarded the contract we would provide the following marketing services valued at approximately \$4,500 to the City at *no charge*.

- Re-design of the cover and section dividers by adding color and images related to the City
- Re-design the financial statements and schedules to use a consistent font size & format
- Add color via charts to the MD&A and statistical section
- Add color to the financial statements, schedules, and notes

Partner, Supervisory and Staff Qualifications and Experience.



Nature of the Engagement Team.

The proposed engagement team members are all full-time members of our firm. MGO does not intend to employ staff on a part-time basis to the County. As indicated above, the team is comprised of 4 audit professionals, and 1 specialist.

The engagement team selected to serve the City of Lodi represents a strong, balanced blend of talent, professional skills, and industry experience that is most critical to working effectively with clients of your size and complexity. Each of our key engagement team members possesses:

- Broad public sector industry experience
- Understanding of the major issues facing local governmental units
- Demonstrated technical proficiency

In addition to broad public sector industry experience, as described in the MGO team resumes, all key team members are experienced in conducting Single Audits and preparing or assisting

in the preparation of, award-winning Comprehensive Annual Financial Reports.

Resources.

We will provide the City with qualified, trained staff if we are awarded this contract, in light of our current obligations.

Continuity of Personnel.

MGO values staff continuity as important to the efficiency and effectiveness of the audits we perform. Continuity of staffing is an important element in our service plan for the City. Excessive personnel turnover, particularly at the staff level, sometimes creates confusion for client personnel and necessitates a series of "start-up" periods while new staff becomes familiar with the engagement. To ensure that the City's personnel derive maximum benefit from their working relationships with our people, we will continue to maintain the highest possible level of staff continuity throughout the course of the engagement.

In the event a project partner, manager, or other supervisory staff or specialist rotates out of the firm, is promoted,

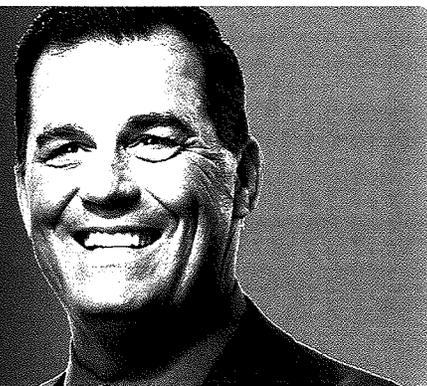
or is assigned to another office, the individual will be replaced by personnel that have substantially the same or better qualifications and experience. If these key personnel are changed for other reasons, it will be only upon prior written permission of the City. In either case, the City retains the right to approve or reject replacements. No additional staff will be hired if we are awarded with this contract.

Continuing Professional Education of Employees.

In compliance with auditing standards generally accepted in the United States of America, our firm administers a program to ensure that all professional staff meets continuing professional education (CPE) requirements. We are aware of the strict educational guidelines required by *Government Auditing Standards*. All members of the audit team have satisfied these requirements, having at least 80 hours of continuing professional education every two years, of which 24 must directly relate to the government environment and to government accounting and auditing standards.

Richard Green, CPA.

“Don't be fooled by my surname; I am a seasoned expert with over two decades of experience. I'll provide a fresh and familiar approach to address any challenges you may face.”



Richard has over 24 years of auditing, accounting, and consulting experience, including all phases of external and internal auditing. Before joining MGO in 1994, Richard was a Financial Consultant for Merrill Lynch, specializing in the management of individual and business investment portfolios and retirement plans. Prior to Merrill Lynch, he was with Deloitte & Touche LLP for 5 years.

Richard was appointed to the AICPA State and Local Government Expert Panel Pension Comment Letter Task Force, which reviewed the issued Government Accounting Standards Board (GASB) exposure drafts on pension accounting and reporting for employers and benefit plans.

Richard recently served on the Government Finance Officers Associations' (GFOA) Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program. This committee performs reviews of comprehensive annual financial reports submitted to the program, which promotes the highest quality financial reporting for state and local governments. In addition, he is a member of the Governmental Accounting Standards Board Task Force on Pension Accounting Research. This task force assesses the effectiveness of current accounting and financial reporting requirements for pension plans and employers.

Richard has served as Engagement Partner on each of the public retirement systems listed. Services provided for each client include performing an audit on the financial statements in accordance with standards generally accepted in the United States of America as promulgated by the American Institute of Certified Public Accountants. Also, a majority of the audits were performed in accordance with Government Auditing Standards, issued by the Comptroller General of the United States.

Richard has conducted numerous training programs and has been a guest speaker relating to technical and emerging issues at a variety of national and local conferences.

Role and Responsibilities

- Overall responsibility for the audit and delivery of client service
- Approves the overall audit risk assessment and audit procedures
- Communicates with executive management, members of the Retirement Board regarding audit planning, fieldwork and reporting
- Available throughout the year to ensure proactive issue identification and service delivery

Professional Activities and Memberships

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Association of Government Accountants

Public Speaking

- American Institute of Certified Public Accountants Nonprofit and Government Conference
- State Association of County Retirement Systems Conference
- California Association of Public Retirement Systems
- California Special Districts Association Conference
- BDO Seidman Alliance Conference
- California Society of Certified Public Accountants

Continuing Professional Education

Total CPE hours were 136 in the last three calendar years (2012, 2011 and 2010) of which 91 were in governmental accounting and auditing subjects. Richard met the *Government Auditing Standards* requirement for governmental CPE.

Engagement Partner**Education**

California State University, Sacramento
B.S., Business Administration with a
Concentration in Accounting

Select Clients Served**City Governments**

- Chico
- Galt
- La Mesa
- Los Angeles
- Modesto
- Needles
- Pleasanton
- Rohnert Park
- Sacramento
- Stockton
- Vacaville
- West Sacramento

County Governments

- Butte
- Fresno
- Glenn
- Merced
- Napa
- Orange
- Placer
- Riverside
- Sacramento
- San Bernardino
- San Mateo
- Solano
- Sonoma
- Stanislaus
- Tulare
- Tuolumne
- Yolo

Other Governmental Entities

- Butte County Air Quality Management District
- California Board of Corrections
- California Bureau of State Audits
- California Business Transportation & Housing Agency
- California Department of Managed Health Care
- California Exposition and State Fair
- California Infrastructure and Economic Development Bank
- California Institute for Regenerative Medicine
- California Integrated Waste Management Board
- California Office of Criminal Justice & Planning
- California Public Employees' Retirement System
- California State Teachers' Retirement System
- California Technology Agency
- Department of Transportation - CalTRANS
- Golden Sierra Job Training Agency
- Placer County Flood Control District and Water Conservation District
- Placer Mosquito Abatement District
- Sacramento Area Flood Control Agency
- Sacramento Employment & Training Agency
- Solano County Water Agency
- Sonoma County Water Agency and Sanitation District

Additional references upon request.

“I’m like the government auditing version of Yoda. With more than three decades of auditing experience, I’m here to shed light on any complex issues you might need assistance with. I look forward to earning your confidence.”



Caroline has over 34 years of specialized experience in auditing and consulting for local governmental agencies, nonprofit, insurance, healthcare, and corporate enterprises. Prior to joining MGO in 1991, she spent 13 years with the Los Angeles Office of Deloitte & Touche LLP where she was the lead government senior manager.

Caroline is MGO’s Quality Control Partner serving as the chair of the firm’s Technical Standards Group. She is responsible for firm-wide quality control standards, including annual internal quality control inspections, and professional standards review of the firm’s reports. She is also the firm’s designated technical expert assigned to the BDO Alliance Government Industry Group technical helpline.

From October 2006 through 2009, Caroline served on the AICPA State and Local Government Expert Panel for a three-year term. Her role on the Expert Panel was to provide review and technical support services for the public accounting profession, including drafting and updating the AICPA guides for Audits of State and Local Governments and Government Auditing Standards and Circular A-133 Audits. The Expert Panel also serves as a liaison in activities with the GASB and government regulators. In 2009, Caroline was appointed by the AICPA Expert Panel to chair its Task Force for the AICPA’s comment letter on the GASB’s Preliminary Views on Pension Accounting and Financial Reporting by Employers. In August 2009, Caroline testified before the GASB summarizing the AICPA’s comment letter and responding to GASB Board member questions. Caroline was invited to continue to serve on the AICPA Expert Panel Task Force for Pensions. During the summer of 2011, she participated on the task force and assisted with drafting the AICPA Comment Letter on the GASB’s exposure drafts for pension plan and employer accounting and reporting.

In 2009, Caroline was appointed for a three-year term to the GASB Advisory Committee, which is a standing committee whose members review the GASB staff’s annual proposed changes and additions to the GASB’s Implementation Guidance and provide comments and feedback that GASB staff can consider prior to final review and clearance.

Caroline has served as Technical Review Partner on each of the public retirement systems listed. Services provided for each client include performing an audit on the financial statements in accordance with standards generally accepted in the United States of America as promulgated by the American Institute of Certified Public Accountants. Also, a majority of the audits were performed in accordance with Government Auditing Standards, issued by the Comptroller General of the United States.

Role and Responsibilities

- Responsible for assisting the Engagement Partner in performing the audit risk assessment and design of audit procedures
- Assists the Engagement Partner in reviewing audit documentation for significant audit areas
- Reviews financial statements to ensure conformance with Generally Accepted Accounting Principles in the United States of America and Government Finance Officers’ Association requirements
- Participates in the communication with executive management and members of the Retirement Board regarding audit planning, fieldwork and reporting
- Advises the audit team regarding technical matters and provides concurring approval of financial statements and audit reports

Professional Activities & Memberships

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Member of AICPA State & Local Government Expert Panel (2006-09)
- Current member GASB Advisory Committee for Implementation Guidance

Continuing Professional Education

Total CPE hours were 205 in the last three calendar years (2012, 2011 and 2010) of which 140 were in governmental accounting and auditing subjects. Caroline met the *Government Auditing Standards* requirement for governmental CPE.

Technical Review Partner

Education

California State University, Northridge
B.A., Mathematics, with honors

Select Clients Served

City Governments

- Compton
- Inglewood
- Los Angeles
- Modesto
- Oakland
- Pleasanton
- Sacramento
- San Diego
- San Francisco
- San Jose
- Santa Rosa
- Simi Valley
- Stockton
- Vernon

County Governments

- Contra Costa
- Fresno
- Los Angeles
- Orange
- Riverside
- Sacramento
- San Bernardino
- San Diego
- San Francisco
- San Mateo
- Santa Clara
- Tulare
- Ventura

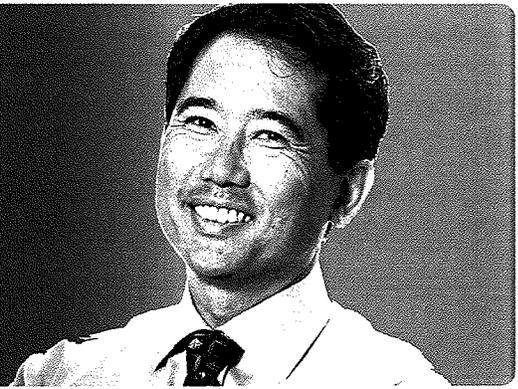
Other Governmental Entities

- Alameda County Water District
- County of Orange Children & Families Commission
- Los Angeles County First 5 Commission
- Los Angeles County External Investment Pool
- Municipal Improvement Corporation of Los Angeles
- Santa Clara Valley Water District
- San Diego City Employees’ Retirement System
- San Francisco City and County Employees’ Retirement System
- San Jose Federated City Employees’ Retirement System
- San Jose Police and Fire Department Retirement Plan

Additional references upon request.

Gregory Matayoshi, MBA, CISA.

“If there’s an issue, I will identify and communicate it right away so it will be resolved. I don’t like surprises; I like resolution and fast results.”



Greg is an IT Director and a Certified Information Systems Auditor (CISA). Greg has 23 years of professional experience managing and directing engagements, including IT reviews for both public and private sector entities. His expertise in IT and finance and responsibilities have included managing complex projects involving over 10 field teams in various subjects including accounting, financial, operational and program evaluation assignments. Greg has a strong track record of delivering projects under budget and with presenting reports to client management and elected officials.

In the past several years, Greg has conducted compliance evaluations against Knox Keene Health Act regulations for 14 health maintenance organizations, three risk bearing organizations, and two county health care providers. He has conducted over 55 information management reviews in the past four years to ensure that information systems contained adequate system controls; assessed organizational IT environment for proper segregation of duties, systems management, change controls, and system implementation management. These reviews required conducting interviews, examining information management policies and procedures, IT strategic plans, staff workload ratios, productivity requirements, and reviewing organizational structures.

In addition, Greg is Justice Information Exchange Model (JIEM) Certified.

Role and Responsibilities

- Works closely with assurance professionals to conduct the information systems review
- Conducts IT general and application controls assessments
- As needed, conducts focused reviews on systems security and governance

Professional Activities and Memberships

- Association of Government Accountants (President of the Sacramento Chapter)

Continuing Professional Education

Total CPE hours were 129 in the last three calendar years (2012, 2011 and 2010) of which 42 were in governmental accounting and auditing subjects. Greg met the *Government Auditing Standards* requirement for governmental CPE.

IT Director**Education**

University of California, Davis
M.B.A., Finance & Technology Management

University of Colorado
B.S., Mechanical Engineering

Select Clients Served**City Governments**

- Chico
- Compton
- Covina
- Cupertino
- Foster City
- Fresno
- Lodi
- Los Angeles
- Modesto
- Oakland
- Palo Alto
- Riverside
- Rohnert Park
- Sacramento
- San Diego
- San Jose
- Santa Monica
- Santa Rosa
- Stockton
- Ventura
- Vernon
- Woodland

County Governments

- Contra Costa
- Orange
- Placer
- Riverside
- Sacramento
- San Diego
- San Mateo
- Santa Clara
- Solano
- Sonoma
- Stanislaus
- Tuolumne
- Ventura

Other Governmental Agencies

- California Department of Water Resources
- California Department of Managed Healthcare
- California Educational Facilities Authority
- California Health Facilities Financing Authority
- California Public Employees' Retirement System
- California State Office of Fleet and Asset Management
- California State Teachers' Retirement System
- California Technology Agency
- California Tahoe Conservancy
- Orange County Employees' Retirement System
- San Diego County Employees' Retirement Association
- Washington State Auditor's Office

Additional references upon request.

Scott Brunner, CPA.

“As you know, I bring continuity to this engagement. I put my all into working with you in the past and am fully invested in your success.”



Scott has more than 25 years of auditing experience and is licensed to practice as a CPA in California. He has been responsible for managing, coordinating, planning, performing, and preparing financial statements, reports, and other schedules related to more than 200 Single Audits of California counties, cities, and special districts. He has performed other audits including California Department of Justice grants, California Office of Criminal Justice Planning/Emergency Services grants, California Department of Insurance grants, Transportation Development Act funds, Housing Authorities, and Redevelopment Agencies. He has also managed or performed numerous agreed-upon procedures engagements.

Scott has spearheaded several special projects, which include converting two medium-sized California cities' Comprehensive Annual Financial Report to the Governmental Accounting Standards Board (GASB) Statement No. 34 (New Reporting Model) format. He also helped a small-sized California city develop a fleet internal service fund and cost allocation plan.

Role and Responsibilities

- Leads and coordinates the delivery of the audit and technical assistance for all engagement audits
- Leads project strategy and planning efforts
- Works closely with your management team
- Available throughout the year to ensure proactive issue identification and service delivery
- Participates in client discussions concerning complex technical issues

Professional Activities and Memberships

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants

Continuing Professional Education

Total CPE hours were 151 in the last three calendar years (2012, 2011 and 2010) of which 68 were in governmental accounting and auditing subjects. Scott met the Government Auditing Standards requirement for governmental CPE.

Engagement Director**Education**

San Diego State University
B.S., Business Administration (Accounting)

Select Clients Served**City Governments**

- Antioch
- Folsom
- Lakeport
- Lodi
- Modesto
- Needles
- Rocklin
- Sacramento
- Santa Rosa
- Sonoma
- Stockton
- West Sacramento

County Governments

- Butte
- Glenn
- Lassen
- Merced
- Napa
- Nevada
- Plumas
- Sacramento
- Shasta
- Sierra
- Solano
- Sonoma
- Solano
- Stanislaus
- Tehama
- Tuolumne
- Yolo

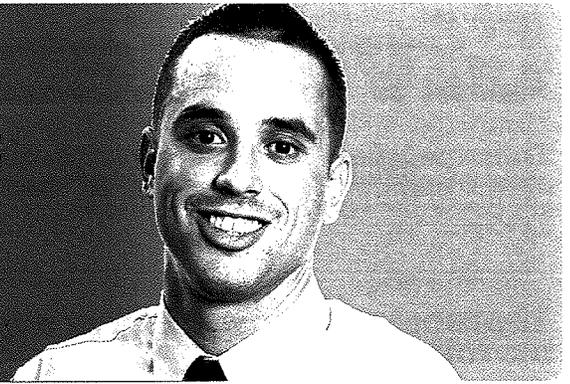
Other Governmental Entities

- California Bureau of State Audits
- California County Tobacco Securitization Agency
- California Infrastructure and Economic Development Bank (I-Bank)
- California Statewide Communities Development Authority
- California Statewide Financing Authority
- Golden Sierra Job Training Agency
- Stockton Port District
- Sacramento Convention and Visitor's Bureau
- U.S. Communities
- Yolo County Resource Conservation District
- Yolo-Solano Air Quality Management District

Additional references upon request.

Mark Aspesi, CPA.

“I’m quick to laugh and easy to talk to, but there’s nothing funny about my over-the-top commitment and attention to detail.”



Mark has over six years of accounting and auditing experience performing various auditing, accounting, financial, and operational assignments. His tasks include compiling data to prepare and review financial statements; reviewing of workpapers and supporting schedules; performing tests of details and analytical reviews; auditing all areas of section work; preparing closing and adjusting entries; and performing OMB Circular A-133 single audits.

Mark has satisfied the "Yellow Book" requirement of having at least eighty hours of continuing professional education every two years, of which twenty four must directly relate to the government environment and to government auditing. He has attended numerous qualifying CPE classes related to governmental accounting and auditing, audit productivity and efficiency and various updates.

Role and Responsibilities

- Assists Engagement Director in planning, controlling, reviewing and evaluating fieldwork
- Consults with audit team on issues and progress of fieldwork
- Discusses accounting and control issues and assists in resolving those issues
- Manages the day-to-day execution of the audit activities and directs task accomplishments, monitors progress, and ensures schedule compliance
- Assists in the coordination of other services provided by MGO

Professional Activities and Memberships

- California Society of Certified Public Accountants
- American Institute of Certified Public Accountants

Continuing Professional Education

Total CPE hours were 96 in the last three calendar years (2012, 2011 and 2010) of which 50 were in governmental accounting and auditing subjects. Mark met the Government Auditing Standards requirement for governmental CPE.

Manager**Education**

California State University, Sacramento
B.S., Business Administration, with an
Emphasis in Accounting

Select Clients Served**City Governments**

- Galt
- Sacramento
- Stockton

County Governments

- Placer
- Sacramento
- Solano
- Sonoma
- Tuolumne

Other Governmental Entities

- Bureau of State Audits
- California County Tobacco
Securitization Agency
- California Statewide Financing
Authority
- California Technology Agency
- County of Placer Treasury Oversight
Committee
- City of Galt Culture and Recreation
Fund
- Placer County Air Pollution District
- Placer County Flood Control and
Water Conservation District
- Placer County Mosquito & Vector
Control District
- Sacramento Area Flood Control
Agency
- Sacramento Hotel Corporation
- Sacramento Housing and
Redevelopment Agency
- Sacramento Regional Transit District
- Western Placer Waste Management
Authority

Additional references upon request.

Give them a ring.

These people were so happy with our service, they can't wait to tell you all about it. So go ahead and call them up. Say, "hi" and see what they have to say about us.

The most significant similar engagements performed in the last 5 years include the following:

| Name. | City of Sacramento | City of Santa Rosa | County of Solano | City of Woodland | City of Lodi |
|-------------------------------------|--|--|--|--|--|
| Scope of Work. | <ul style="list-style-type: none"> • Comprehensive Annual Financial Report* • Single Audit | <ul style="list-style-type: none"> • Comprehensive Annual Financial Report* • Single Audit • Gann Appropriations Limit Agreed-Upon Procedures | <ul style="list-style-type: none"> • Comprehensive Annual Financial Report* • Single Audit • Gann Appropriations Limit Agreed-Upon Procedures | <ul style="list-style-type: none"> • Comprehensive Annual Financial Report* • Single Audit | <ul style="list-style-type: none"> • Comprehensive Annual Financial Report* • Single Audit • Gann Appropriations Limit Agreed-Upon Procedures |
| Date. | Fiscal years ended June 30, 2002 to present. | Fiscal years ended June 30, 1999 to present. | Fiscal years ended June 30, 2000 to present. | Fiscal years ended June 30, 2005 to present. | Fiscal years ended June 30, 2003 to present. |
| Engagement Partner/Director. | Richard Green | Scott Brunner | Scott Brunner | Richard Green | Scott Brunner |
| Total Staff Hours. | 1,900+ hours | 1,700+ hours | 1,700+ hours | 1,600+ hours | 995 hours |
| Principal Client Contact. | Mr. Dennis Kauffman 916.808.5843 | Ms. Betsy Howze 707.543.4301 | Ms. Sheila Turgo 707.784-2956 | Ms. Kim McKinney 530.661-5849 | Ms. Ruby Paiste 209.333-6800 ext. 2591 |

*Receives GFOA Certificate of Achievement for Excellence in Financial Reporting.

We admit it, we're boring accountants, and we love what we do. That's why our approach to auditing is so ironclad – we're disciplined to do "the right thing" even when it's uncomfortable.

Understanding the Scope of Required Services

We will perform financial audit services as required by the City in the RFP for the fiscal years ending June 30, 2013, with an option to renew for an additional two fiscal years. Our objective for each of the audit components as defined in the RFP is to provide an audit plan that is both realistic and mutually acceptable, thus forming the basis by which audit progress can be measured. Frequent communication is required for the audit plan to be an effective management tool. We will meet with the appropriate management personnel on a regular basis to report the progress of our audits, and any preliminary findings. We expect the City to communicate any foreseeable delays in the delivery of accounting records, financial statements, and/or other documents needed to complete our work.

We propose to address all key accounting and reporting issues that could potentially affect our audit opinion up front. Proper planning, timely communications, and the prompt

resolution of reporting issues will lead to a smooth transition to the issuance of our reports and timely completion of the engagement. This approach will result in a positive working relationship between our auditors and the City.

In the event that circumstances warrant more extensive and detailed services beyond those in the contractual agreement, we shall provide in writing and in advance the reasons for the additional services together with our estimate of costs. No additional work will be performed without advance approval by the City.

Basic Financial Statements

We will express an opinion on the fair presentation of the basic financial statements and notes as to the conformity with generally accepted accounting principles. We will not be required to audit the combining, individual fund and account group financial statements with their supporting schedules. We will provide an "in-relation-to" report on the combining and individual fund statements and supporting schedules based on the

auditing procedures applied during the audit of the basic financial statements. We will not be required to audit the statistical section of the report. We will be responsible for performing certain limited procedures on supplementary information required by the Governmental Accounting Standards Board as required by accepted auditing standards.

Single Audit

We will provide an "in-relation-to" report on the auditing procedures applied during the audit.

Special Purpose Audits

Financial and compliance audit procedures in relation to the funding under the Federal Transit Administration and Community Development Block Grant/Home Funds and other federal grants.

Reports to be Issued.

Following the completion of the audit, we will issue the following reports:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, which includes an "in-relation-to" report on the schedule of expenditures of federal awards.
- A management letter describing suggested improvements to internal controls and operations observed during the audit.
- A report on the internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- A report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133.
- An agreed-upon procedure report for GANN limitation verification.

Internal Control and Compliance Reports

In the reports on internal controls, we will communicate any reportable conditions found during the audit. A reportable condition will be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the City's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses will be identified as such in the report.

Non-reportable conditions discovered by the auditors will be reported in a separate letter to management, which will

be referred to in the report on internal controls.

The report on compliance will include all instances of noncompliance. We will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of to the following parties:

- City Manager
- Internal Services Director/Deputy City Manager
- City Attorney

Required Communications

We will inform the City with each of the following:

- The auditors responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgements and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

Implementation of New GASB Statements and Updating of Financial Statement Presentation Tools

MGO will assist the City's management in researching and interpreting new and existing accounting standards to ensure proper application and financial reporting. We will assist the City to update financial statements in the form of Excel spreadsheets, as necessary, to accommodate new presentation requirements.

Anticipated Changes in Accounting Standards

The scope of our audit includes GASB statements issued as of the date of this proposal, which is through GASB Statement No. 69.

Efficient and effective.

MGO has always maintained a high degree of flexibility in our audit plans, modifying them annually as risks change or new City-requested or regulatory requirements are added. Through the use of our Risk Based Approach, along with our experience with organizations like the City, we will provide quality audits that are both flexible and efficient.

Our experienced governmental professionals have strong technical and functional skills with extensive knowledge of public agencies and its accounting, reporting and financial management. We understand that having experienced, qualified professionals will allow the City to make the most efficient use of its resources and reap the following benefits:

- Maximize the integration of City's financial and reporting systems into audit procedures and other projects.
- Efficiently deploy resources since we will not need to "learn" the City's processes and procedures.
- Effectively execute audit procedures with City departments quickly and accurately.

We understand the resources required to perform the City's audit. Based on our experience, our proposed segmentation of the engagement, broken down by the level of staff and number of hours to be assigned to each segment is as follows:

CAFR (Includes GANN)

| Staff Classification | Hours |
|-----------------------------|--------------|
| Partners | 16 |
| Directors | 80 |
| Managers | 190 |
| Senior Associates | 210 |
| Experienced Associates | 185 |
| Associates | 155 |
| Clerical | 2 |
| Total CAFR Hours | 838 |

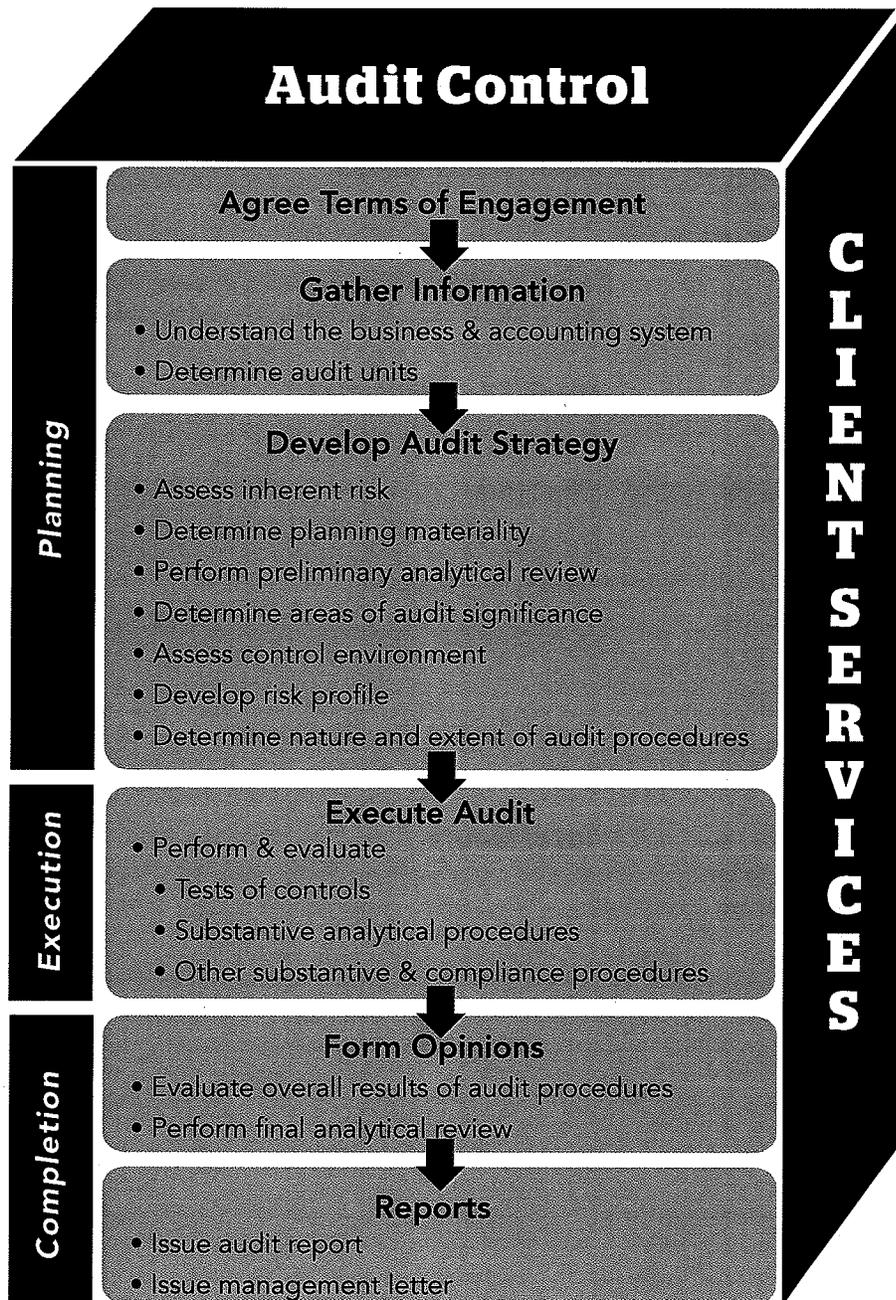
Single Audit (One Major Program)

| Staff Classification | Hours |
|---------------------------------|--------------|
| Partners | 2 |
| Directors | 8 |
| Managers | 16 |
| Senior Associates | 20 |
| Associates | 45 |
| Total Single Audit Hours | 91 |
| Total Hours | 929 |

MGO Audit Approach

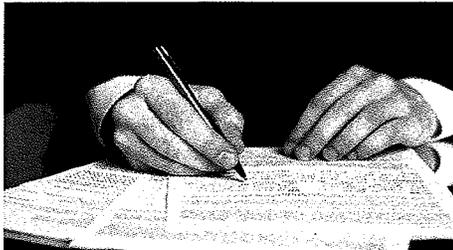
The Auditing Standards Board issued a suite of eight auditing standards, the *Risk Assessment Standards*, effective for the 2006 audits. The standards represent a significant strengthening of auditing standards that will improve the quality and effectiveness of audits. Specifically, the standards enhance the application of the audit risk model by requiring auditors to obtain a more in-depth understanding of the audit client and its environment, perform a more rigorous assessment of risk of material misstatement in the financial statements and improve linkage between assessed risks and the audit procedures performed in response to those risks.

In response to these changes, MGO has adopted the structure of the BDO International audit approach as set out in the diagram below.



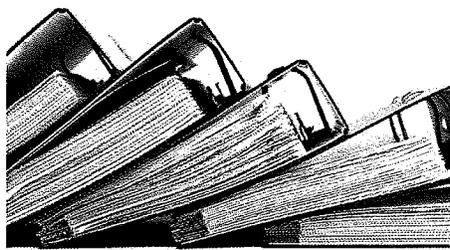
Your MGO Ironclad Audit involves 6 clearly defined steps:

Our audit approach is tailored to meet the specific needs of each client. We will leverage off of our experience base and build upon our deep understanding of your operations. As conditions change, we will continue to develop our understanding of critical audit areas through comprehensive audit planning and risk assessment.



Step 1. Agree Terms of Engagement.

We first agree with the client the objectives of the engagement and the nature and timing of our reports.



Step 2. Gather Information.

We develop an understanding of the client's business, information system and organization, and the ways in which management exercises control.



Step 3. Develop Audit Strategy.

Based on our knowledge, we then move to a detailed assessment of the risks potentially affecting the financial statements. A client-specific audit strategy is then developed, focusing our audit efforts on financial statement areas where there are significant risks of material misstatement, whether due to fraud or error. We select those procedures which will provide us with the necessary evidence with optimum timing and efficiency.

Our prior experience with the City provides us with a unique insight into the City's operations and with opportunities for identifying improvements, not only with respect to accounting and information systems but also regarding broader, and often more significant areas such as organizational structure and financial planning. This insight is often a source of valuable business advice which may be communicated to the City.



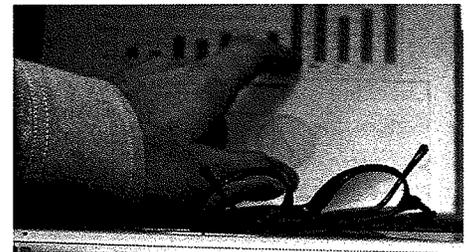
Step 4. Execute Audit.

We then perform the selected audit procedures, ensuring that they are carried out by staff who have a level of experience and knowledge relevant to the planned procedures. The results are evaluated to determine whether we have sufficient appropriate audit evidence or whether additional procedures need to be performed.



Step 5. Form Opinions.

We draw together all the evidence we have obtained and consider whether we have obtained reasonable assurance that the risk of material misstatement has been reduced to an appropriately low level.



Step 6. Reports.

We issue our report, ensuring that it is a clear expression of opinion on the financial statements. In addition we report on other matters covered by the terms of our engagement.

Sampling Approach

Audit sampling is the application of an audit procedure to less than 100% of the items within an account balance or class of transactions for the purpose of evaluating the value of the balance or class. Substantive test ("variables") sampling provides a technique for estimating the extent of monetary misstatement in a class of transactions or balances. It can also be used for estimating the amount of a population. It answers the question, "How much?" rather than "How many?" as in sampling for attributes (such as the operation of a control), and is normally used to help decide if a balance is materially misstated. Sampling can be very useful in performing substantive tests on, for example, inventory or accounts receivable. Sampling is sometimes also used for determining sample sizes for substantive tests of recorded transactions (e.g., vouching of sales, purchases).

There are situations when the more formal approach to sample size determination is often not practical.

These situations include:

- Test counting during inventory observations.
- Examining canceled checks when reviewing a bank reconciliation.
- Checking depreciation calculations.
- Requesting vendor statements.
- Testing accruals.
- Interviewing client personnel in conjunction with observation and inquiry procedures.
- Applying analytical procedures.

This does not mean that we would never use sampling for the above types of procedures. For example, sampling might be used when determining the extent of testing for:

- Examining canceled checks when the client's outstanding check list consists of an unusually large number of items which are similar in amount, such as a payroll account for a very large client.

- Selecting invoices for verifying an accounts payable listing consisting of an unusually large number of items similar in amount.
- Testing an accrual comprised of a large number of small items.

The application of sampling requires significant auditor judgment in areas such as:

- Considering audit approaches other than using audit sampling (e.g., use of computer-assisted audit techniques (CAATs)).
- Defining the population and defining the sampling item.
- Assessing the overall risk level for related control, analytical procedures and risk assessment activities.
- Determining materiality as a base for calculating the tolerable misstatement (error).
- Selecting items for 100% examination.
- Determining the sample size, considering factors such as:
 - Expected misstatement (errors) to be found.
 - The effect of other tests on the account being tested.

MGO encourages the use of statistical sampling whenever practical especially for substantive tests. We use two primary substantive statistical sampling techniques - PPS ("Probability Proportional to Size") sampling and SRS ("Stratified Random Sampling"). We generally first remove all individual items in excess of 90% of the tolerable misstatement from the population for 100% examination prior to selecting a sample, for both PPS and SRS samples.

In summary our sampling procedures include the following:

- Define the Objective
- Define the Population and the Sampling Unit
- Define Tolerable Misstatement
- Remove Items for 100% Examination
- Specify the Desired Level of Sampling Assurance and the Acceptable Risk of Overauditing
- Estimate the Expected (Anticipated) Misstatement

- Select the Sampling Technique (e.g., non-statistical, PPS, SRS)
- Determine the Sample Size
- Select the Sample
- Examine the Sample Items and Evaluate the Sample Results

Use of On-Site Automated Systems

In the past, we have had a very limited need to access the City's on-site automated systems. We would expect it to be the same in future years. We expect to use the Utility Billing system to review invoices and the General Ledger system to review account detail.

Analytical Procedures

Auditing standards require the use of analytical procedures in the planning and overall review stages of the audit. They may be used throughout the audit:

1. To direct our attention during the planning stage to areas where amounts appear unusual to the extent that we are put on warning that a material amount may be misstated;
2. To provide an important source of audit evidence at the execution stage or substantive analytical procedure; and
3. In forming an opinion on the financial statements by assessing the overall reasonableness of these statements.

Preliminary Analytical Reviews –

assist us in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter for specific account balances or classes of transactions. To accomplish this, we focus on enhancing our understanding of the client's business and the transactions and events that have occurred since the last audit date and identifying areas that may represent specific risks relevant to the audit.

Substantive Analytical Procedures (SAPs) –

essentially involve a comparison of an amount in the financial statements with what we would expect that amount

to be based on our knowledge of the organization and having regard to other audit evidence. Obtaining audit evidence is a cumulative process. As a result, we recognize that a single SAP may not give us sufficient assurance that an amount is fairly stated. However, where we apply a series of SAPs to an amount stated in the financial statements and in each case our conclusion is that the procedure provides evidence that the amount is consistent with our expectations, then we have obtained a degree of assurance that the amount is validly stated.

Overall Analytical Review – assists us in assessing the conclusions reached and in the evaluation of the overall financial statement presentation. We use a wide variety of analytical procedures for this purpose. The overall review would generally include reading the financial statements and notes and considering the adequacy of evidence gathered in response to unusual or unexpected balances identified in planning the audit or in the course of the audit; and unusual or unexpected balances or relationships that were not previously identified. Results of an overall review may indicate that additional evidence may be needed.

Internal Control Approach

We assess overall controls each year using the BDO Compass 3 Information Gathering Questionnaire (IGQ), which poses a number of critical questions designed to identify the existence of strengths that would reduce or mitigate the risk of misstatement.

Each strength is considered in terms of its effect on each significant financial statement area, or underlying transaction stream, and the related assertions. However, the importance of the control environment, risk assessment, and monitoring components stem from their pervasive influence. As part of our Execution Step, we perform system walkthroughs and/or tests of controls identified as control points in our IGQ to determine whether the internal controls prescribed by management are functioning as designed.

Some of the audit steps that we perform during this part of our Execution Stage are as follows:

- Test controls of significant transaction streams using statistical sampling methods to determine that the checks and balances are functioning as prescribed. Our sample sizes generally vary from 25 to 45 items depending on our assessment of control and detection risks.
- If applicable, identify instances where the internal controls failed to detect an error and report these instances to the appropriate persons. If the finding is of substance, document our findings in a preliminary management letter so that necessary corrections can be made immediately.
- Based on our test results, re-evaluate our preliminary assessment of control risk and make necessary changes to our general audit approach.

The level of controls assurance is assessed for each assertion for each financial statement area. The extent of assurance we may take from controls is assessed by carrying out a detailed evaluation of controls, which would require both:

- The consideration of the design of important control activities relevant to the specific assertion that we are considering; and
- The performance of tests of controls to test adherence to the relevant control activities.

Upon completion of these tests, we update our preliminary evaluation of the control environment and the related accounting and administrative procedures. Based upon the results of our tests, we may revise our assessment of control risk for each significant area.

We will also evaluate the City's information technology (IT) environment in accordance with U.S. Government Accountability Office guidelines and AICPA guidelines. The objectives of these reviews are to (1) obtain an understanding of relevant system controls to identify areas that could pose potential auditing risks, (2) determine whether sufficient controls are in place to protect the integrity and reliability of financial data, (3) determine the capability of the core financial management system in carrying out financial data processing and (4) test the system control for the

core financial management information system.

We classify control activities in a computerized accounting system environment into two types:

1. Application controls and
2. General IT controls.

Application controls relate to the transactions and master files or databases for each individual accounting application and represent those controls that operate in the course of processing transactions whose purpose is to ensure the completeness, accuracy and validity of accounting information. Whereas, general IT controls are intended to establish a framework of overall control over all aspects of computerized processing and therefore will affect many applications. General IT controls are essential to maintaining the effectiveness of automated application controls over time.

As part of our Planning Phase, we document our understanding of and evaluate the design and implementation of the information processing system, the design of the control activities, and the effective operation of the control activities.

In addition, we expect to see a direct relationship between the application control activities and supporting general control activities. This relationship is documented and tested. We also establish specific substantive audit procedures by relating controls and substantive procedures to risks. MGO's Information Technology Consultants are experienced in this process and will provide guidance and consultation to our assurance professionals. As we design our substantive audit procedures, we make a preliminary evaluation of the extent to which application and general control activities are likely to be effective in preventing or detecting material misstatements for each assertion.

Regardless of whether we decide to rely on controls as part of our audit strategy, we assess the potential effectiveness of controls or risks in the City's accounting systems in order to identify significant weaknesses and direct our attention to those areas susceptible to misstatement, whether due to error or fraud.

Laws and Regulations/ Compliance Approach

The Auditor's Responsibility

Generally accepted auditing standards (GAAS) require that we design the audit to provide reasonable assurance that the financial statements are free of material misstatements resulting from violations of laws and regulations that have a direct and material effect on the determination of financial statement amounts. This involves identifying such laws and regulations and then assessing the risk that noncompliance may cause the financial statements to contain a material misstatement. We will consider such laws and regulations from the perspective of known relation to the financial statement assertions rather than from the perspective of legality per se.

Government Auditing Standards (the "Yellow Book") prescribe additional fieldwork and reporting requirements beyond those in GAAS related to compliance. The additional fieldwork responsibilities are related to our communication during the audit, follow-up on known material findings and recommendations from previous audits, as well as working paper access and documentation. The Yellow Book further requires, among other things, that we report on the scope of our testing of compliance and present the results of those tests.

The City's Responsibility

Management has the responsibility for complying with all applicable laws and regulations and for identifying compliance requirements that have a direct and material effect on the determination of financial statement amounts. We will assess whether the City's management has identified such compliance requirements, and we will obtain a representation from management regarding the completeness of management's identification of compliance requirements.

Laws and regulations vary considerably in their relation to the financial statements:

Direct and material effect on financial statements

- We consider laws and regulations that generally have a direct and material effect on the determination of financial statement amounts. For example, escheat or unclaimed property laws, may affect recorded liabilities and revenues and applicable laws and regulations may affect the amount of revenue accrued under government contracts. However, we consider such laws or regulations from the perspective of their known relation to audit objectives derived from financial statement assertions rather than from a legal perspective.

Indirect effect on financial statements

- The City may be affected by many other laws or regulations, including those related to occupational safety and health, equal employment, and other violations. Generally, these laws and regulations relate more to an organization's operating aspects than to its financial and accounting aspects, and their financial statement effect is indirect. We ordinarily do not have sufficient basis for recognizing possible violations of such laws and regulations. Their indirect effect is normally the result of the need to disclose a contingent liability because of the allegation or determination of illegality.

Designing Compliance Tests

Based on our identification of applicable legal compliance requirements, we will assess the risk of material misstatement of financial statement amounts, the level of management or employee involvement in the compliance assurance process, and the opportunity for concealment of instances of noncompliance by either management or employees. Audit procedures will be designed to address the risk and test compliance and will include the following:

- Inquire of management regarding the identification and monitoring of compliance requirements.

- Inquire of the City's General Counsel as to any recent legislative decisions affecting employee benefit calculations, contributions or other matters.

We also remain cognizant for any instances of non-compliance with laws or regulations at all times during the course of our audit that may come to our attention through:

- The performance of other substantive procedures;
- Review of the minutes of the governing bodies of the City; and
- Inquiry of the City and its lawyers regarding litigation, claims, and assessments, and others.

Data Mining Approach

We utilize IDEA, a microcomputer based, with mainframe and mid-range computer downloading capabilities, allowing our computer assisted audit techniques (CAATs) program to be executed at the client premises. We request key data fields from your cash disbursements, cash receipts, payroll and general ledger and are able to perform extractions to look for trends, dollar thresholds, anomalies and other key indicators. This allows us to review your databases and to concentrate on transactions that are "out of the ordinary" as well as to obtain an understanding of the underlying records. Typically, these procedures are performed over operating activities. When performing procedures at the balance sheet level, a sampling approach is used, as fully described on the following page.

Our EDP Auditing Approach

MGO's engagement team includes an EDP consultant that will examine the integrity and reliability of financial systems from different angles. Our approach uses a comprehensive assessment of the various aspects of the IT environment that affect the accuracy and completeness of financial data. We conduct our assessments using custom tailored tools that take into consideration the complexity and unique nature of our client's operations. Our evaluation and assessment is based on physical observation and testing, qualitative and quantitative assessments, reviews of documentation and actual practices, and other IT performance data. Our recommendations are based on industry best practices and use our industry knowledge of similar entities to produce practical solutions that affect positive change.

Our consultant will provide the audit team the information and tools necessary to evaluate the strengths and weaknesses of the City's electronic data processing (EDP) controls. This information is used by the assurance team to develop its audit plans and determines how the team executes its financial statement audits. Our review of the EDP general controls encompasses the following areas:

Organization and Operation

Identification and evaluation of the operational structure to determine whether there is adequate segregation of duties and functions. In addition, our tools will assist in determining whether personnel qualifications and controls ensure effective functioning of the City's information technology resources. This would include the review of backup procedures for all critical files.

Systems Development Maintenance and Documentation

Determination and evaluation on whether there are procedures to ensure that the development of new systems and maintenance and changes to existing systems are appropriately authorized, tested, and implemented. Also, a determination on whether appropriate documentation exists for the applications.

Access

Determination on whether access to data files, software, hardware and documentation is restricted to properly authorized personnel. This includes a review of physical and logical access procedures. The review of logical access would include the evaluation of password control features and similar procedures used to protect the confidentiality of data.

Hardware and Systems Software

Determination on whether hardware controls provided by the equipment vendor are used to the appropriate extent and whether systems software is subjected to the same control procedures as those applied to changing, testing, and implementing applications.

Communications

Determination and evaluation of the communications hardware, software, and related controls to ensure all data are authorized, accurately transmitted and reviewed, and sufficiently protected.

Data and Procedural

Determination on whether there are controls to ensure prompt and accurate processing of data. This includes the review of data capture, data validation and editing, transaction logging, audit trails, transaction voiding, balancing controls, and error handling and correction. In addition, a review of the retention period for all critical files will be conducted.

Client Participation Schedule - Interim June 30, 2013

General Note

Below is a list of items that we will require to begin our interim fieldwork for the FY 2013 audit. Due to the nature of an audit, we may not anticipate and document each and every schedule or report that we require. As such, we may request additional items during the course of the audit, which are not listed below.

General

1. Provide a copy of the current MOUs for all bargaining units that have changed since June 30, 2012
2. Please have available the City's Accounting Policy and Procedures (if there were changes from FY11/12)
3. Provide a copy of any changes made to the City's Personnel Policy and Procedures manual.
4. Provide a copy of the City's Conflict of Interest policy (if there were changes from FY11/12)
5. Provide a copy of the current chart of accounts
6. Provide a copy of the 2012/13 adopted budgets and any revisions to the budget, if applicable.
7. Provide signed confirmations for all of the following
 - a. Investments held by the City Treasurer.
 - b. Cash with fiscal agent (held outside City Treasury).
 - c. Any new cash accounts.
 - d. Federal and state revenues.
 - e. Outstanding debt
 - f. Taxes collected by San Joaquin County and remitted to the City for FYE 2012/13, include any taxes receivable outstanding as of 6/30/13.
 - g. All outside attorney letters based on #13 (below) using format provided by MGO.
8. Provide a copy of the indirect cost allocation plan and letter approving indirect cost rate, if any.
9. Provide responses/updates to internal control questionnaires
 - a. Cash Receipts (Utility Billing)
 - b. Cash Receipts/Sales (Charges for Services)
 - c. Hire to pay (Payroll)
 - d. Procure to pay (Non Payroll Cash Disbursements)
 - e. Commitments and contingencies (Claims Administration)
 - f. Period End FS (Financial Reporting)
10. Provide copy of the City's organizational chart.
11. Provide any interim financial statements, if any, or most recent YTD month end trial balance report
12. Provide all legal contracts and agreements that impact the 12/13 audit.
13. Provide a summary listing of all outside attorneys used during the 2012/13 fiscal year for legal representation, the amount of legal expenses for each and the type of services provided and related G/L account detail for all legal expenses
14. Provide a copy of the Risk Management Departments Policies and Procedures Manual concerning the administration and payment of claims.
15. Provide the current year status of the prior year's management comments

Cash and Investments

1. Provide a list of the authorized signatures on bank accounts
2. Provide a listing of the current cash and investment holdings accounts, including restricted accounts.

3. A copy of the City's adopted 2012/13 Investment Policy and Internal Control Guidelines.

Long-Term Debt

1. Provide a copy of the schedule of capital and noncancelable operating leases.
2. Provide copies of official statements for bond issued during the fiscal year ended June 30, 2013
3. Provide amortization schedules, where applicable, for borrowing arrangements, and access to supporting documentation for payment and borrowing activity.
4. Provide copies of any repayment schedules that have been revised during the year as a result of a call or other activity which has caused the repayment schedule to be recalculated.

Risk-Management

1. Provide a copy of policies/ listing of insurance coverages.
2. Provide a loss history report for workers comp and general liability through the period ending June 30, 2013

Cash Receipts

1. Provide a listing of all premise IDs and service location address/IDs from the utility billing system
2. Provide a listing of all active/open utility customers for June 30, 2013 from the utility billing system
3. Provide a listing of all cash receipts for revenue streams other than utility billing (revenues that would be captured in intergovernmental revenue, taxes, fines, etc).

Cash Disbursements

1. Provide check register in Excel for the period ending June 30, 2013.
2. Provide the payroll register (for paychecks disbursed) in Excel for the period ending June 30, 2013.

Gann

1. Copy of the Resolution approving the 2012/13 Appropriation Spending Limit.
2. Copy of the calculation of the 2012/13 Appropriation Spending Limit and all supporting schedules and other documents such as the letter(s) from the California Department of Finance.

Electronic Databases

1. Trial Balance (both prior and current year Required Fields:
 - Account (with number & descriptions)
 - Balance
2. Chart of Accounts for: Fund, Org, Dept, Acct, Prog., etc Required Fields:
 - Account Number
 - Description
3. General Ledger Required Fields:
 - Period
 - Date

IT Related

1. Please update the IT Overview Memo

Single Audit

1. Provide a draft of the Schedule of Expenditures of Federal Awards showing expenditures incurred for the period ended June 30, 2013. Please provide an estimate of expenditures expected to be incurred through June 30, 2013 by the departments, but not yet recorded on the books. Also please show ARRA expenditures separately.
2. Please provide copies of all grant agreements in effect during the 2012/13 fiscal year concerning federal awards

3. Provide copies of all reports received from Federal and/or State regulatory agencies concerning Federal award programs reported in the SEFA and included in the Single Audit Report
4. Copies of all audit/review reports issued during the 2012/13 fiscal year concerning Federal awards that are disbursed by other agencies on behalf of the City, if any.

FTA Program - CFDA No. 20.507

1. Provide copies of the FTA funding allocations/apportionment/grant agreements for the period ending June 30, 2013.
2. Please provide the FTA drawdowns for the period ending June 30, 2013
3. Provide the City Council's approval of the FTA funding for period ending June 30, 2013.
4. Provide the Transit FTA expenditures reconciliation to draft SEFA.
5. For selected FTA expenditures, please provide back up documentation that supports the expenditures, including, but not limited to, vendor invoices, progress payments, purchase orders, contracts, copies of checks, claim vouchers authorizing payments, payroll records, etc. Note MGO expects to be able to provide Paula with the sample selection of expenditures after we get detail list of the FTA expenditures.
6. Provide a listing of all procurement contracts funded by FTA grant awards for period ending June 30, 2013 and dollar amount of each procurement.
7. Provide all financial reports of FTA grant expenditures submitted to the FTA for the period ending June 30, 2013 (e.g., SF-269A, Financial Status Report (Short Form) - Applicable - (from direct recipients only, submitted through FTA's electronic grants management system (TEAM)); SF-270, Request for Advance or Reimbursement - Applicable - (submitted electronically through FTA's grantee payment system (ECHO)).
8. Provide the following: Earmarking - One percent of the Urbanized Area Formula Grant funds apportioned to urbanized areas with a population of at least 200,000 shall be made available for transit enhancement activities (49 USC 5307(k)(1)). Only applicable if population is greater than 200,000
9. Provide the Report of Disadvantaged Business Enterprises (DBE) Awards or Commitments and Payments. To monitor the progress of the DBE program, the recipient is required to submit semi-annual reports based on a recordkeeping system
10. Provide support for "Charter Services", to determine whether the use in charter service of equipment and facilities acquired with FTA funds conformed to 49 CFR part 604 to 49 CFR part 604.
11. Provide support for "Tripper Services" provided with FTA funded equipment, if any for the period ending June 30, 2013.
12. All fare box revenues earned under should be identified in the accounting records for the period ending June 30, 2013. Please provide the revenue report of transit farebox revenues.
13. Provide copies of relevant fiscal and operational monitoring reports, if any, issued by oversight agencies, or independent auditor's concerning FTA funds.
14. Provide disposed and acquired equipment detail document with journal entry and supporting documents if any disposition and acquisition was incurred for period ending June 30, 2013.
15. Please provide list of subrecipient expenditure and subrecipient monitoring files.

Client Participation Schedule - Year-End June 30, 2013

General Note

Below is a list of items that we will require to begin our year-end fieldwork for the FY 2013 audit. Due to the nature of an audit, we may not anticipate and document each and every schedule or report that we require. As such, we may request additional items during the course of the audit, which are not listed below.

A complete list of the Interim and Year-End schedule, with the Person Responsible, Date Requested, Date Due, Date Received, and Notes, will be provided to you prior to our year-end fieldwork.

General

1. Provide signed confirmation letters for all confirmation templates.
2. Trial balances and revenues and expenditures/expenses as of and for the year ended June 30, 2013
3. Completed draft copy of the Basic Financial Statements.
4. Rollup of the trial balance into the drafted Fund Financial Statements.
5. Supporting schedules rolling the Governmental Fund Balance Sheet and the Proprietary Fund Statements of Net Assets up into the Statement of Net Assets.
6. Supporting schedules for the Reconciliation of the Governmental Funds Balance Sheet to the Statements of Net Assets.
7. Supporting schedules rolling the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Assets up into the Statement of Activities.
8. Supporting schedules for the Reconciliation of the Change in Fund Balance of Governmental Funds to the Statement of Activities.
9. Updated notes with supporting schedules for all note disclosures noting source of detail numbers (i.e. G/L account)
10. "Original" and "Final Budgeted Amounts" for the General and major Special Revenue fund types.
*Note, this should be a listing of all amounts which will be used in the Basic Financial Statement Budget and Actual Comparisons.
11. Supporting schedules for the Statement of Cash Flows.
12. Supporting schedules for the Statement of Changes in Fiduciary Net Assets.
13. Completed draft copy of the combining and individual non-major fund financial statements.
14. Provide a copy of the most recent actuarial valuation received from CalPERS.
15. Provide a draft of the Management's Discussion and Analysis.

16. Provide a draft of the Introductory Section.
17. Provide a draft of the Statistical Section.
18. Provide a formal status of the prior year recommendations.
19. Excel files of payroll and non payroll expenditures by opinion unit (general fund, water, wastewater, etc.). For each file provided, please break out the non payroll expenditures into specific line items as they are presented in the financial statements.
20. Provide updated purchasing policy for the City.

Cash and Investments

1. Provide a reconciliation of cash and investments to the general ledger (Quarterly investment account report).
2. Provide copies of bank reconciliations for June 30, 2013 balances with outstanding check and deposit listing to support reconciliations for all bank accounts.
3. Provide access to June 30, 2012 and 7/31/12 bank statements and trustee or fiscal agent statements.
4. Provide copies of all June 30, 2012 trustee statements where cash is maintained with outside fiscal agents.
5. Summary of investments by category and by credit risk category at June 30, 2013.
6. Summary of depository accounts with calculation of insured balance (first \$250,000 at each institution).
7. Provide a copy of the State LAF composition of investments as of June 30, 2013.
8. Provide a summary of cash and investments and restricted asset balances by fund type.
9. Treasurer's pooled interest distribution calculation.
10. Provide support for amounts reported in the cash and investment note.
11. Most recent copy of the City's Quarterly Investment Account report reconciled to the general ledger.

Advance Receivables

1. Provide a detailed listing of advance receivables at June 30, 2013.
2. Provide support for NCPA member project participation at June 30, 2013.
3. Provide a copy of the audited financial statements for the Northern California Power Agency and Transmission Agency of Northern California as of June 30, 2013.

Receivables

1. Provide detail listings/schedules for accounts, net and special assessments receivable as of June 30, 2013.

2. Provide listing of aged accounts receivables as of June 30, 2013.
3. Provide supporting documentation for the City's estimate of the allowance for doubtful accounts and methodology used to come up with estimate
4. Provide support for taxes receivable from the County of San Joaquin as of June 30, 2013.
5. Provide supporting documentation for the interest receivable as of June 30, 2013.
6. Provide year-end reconciliation between the utility billing system and the general ledger for outstanding receivables.

Due From/To Other Funds

1. Provide a listing of the interfund transactions due to/from and transfers in/out (amounts should equal).

Due From Other Governmental Agencies

1. Provide detail listing of amounts due from other government and subsequent cash receipts.

Deferred Charges

1. Provide a detail listing of outstanding deferred financing costs.

Other Assets

1. Provide detail listing of inventory as of June 30, 2012 (amount should agree to the general ledger)
2. Provide a schedule of prepaid items (amount should agree to the general ledger).

Capital Assets

1. Provide a rollforward schedule of capital assets by category (land, infrastructure, buildings and improvements, equipment, and CIP) for each proprietary fund and for governmental activities.
2. Provide detail listing of purchases (additions), retirements (deletions) and transfers in(out) occurring during FY 12/13. The aggregate amounts should agree to the reported amounts in the roll forward capital assets schedule.
3. Provide a copy of the depreciation schedule and the depreciation calculation for proprietary funds and for governmental activities.
4. Have available the inventory listing of all recorded capital assets by function (i.e., land, infrastructure, equipment, buildings, and CIP.
5. Year-to-date Fixed Asset Payment Information Report and Fixed Asset Purchases by Sub Location Report
6. Have available the detail of all projects transferred from CIP to buildings (including the amount) with any notice of completion forms or other supporting documentation as evidence that the project is complete.

Client Participation Schedule - Year-End June 30, 2013 - (continued)

7. Provide updated City capitalization policy (if any changes since FY 11/12).

Accounts Payable

1. Provide a listing of all subsequent disbursements (processed through vouchers/accounts payable) from July 1, 2013 to current date.
2. Provide a detail listing of the accounts payable subsidiary ledger as of June 30, 2013 (should agree to the general ledger).
3. Have available invoices/support for all items selected in conjunction with our subsequent cash disbursement testing.

Accrued Liabilities

1. Provide supporting documentation for the accrued salaries and benefits balances as of June 30, 2013.
2. Provide the total salaries and benefits expense for the last pay period that began in June 2013 and was paid in July 2013.
3. Provide a detail listing of accrued compensated absences (sick and vacation) short and long-term, by fund as of June 30, 2013.

Due to Other Funds or Governmental Agencies

1. Provide a copy of the detail listing of the due to other funds and governmental agencies as of June 30, 2013 by fund.

Deferred Revenue

1. Provide a supporting schedule of deferred revenues for the general fund as of June 30, 2013.

Pollution Remediation

1. Provide Pollution remediation reassessment report and related disclosure in financial statement notes.

Risk Management

1. Provide a summary of year-end liability (current vs. long-term) for self-insurance balances (workers' compensation, liability, dental, unemployment). Include support for any County adjustments.
2. Provide summary of claims paid during fiscal year 12/13, as well as, a listing of all open claims and open reserves as of June 30, 2013.
3. Provide current actuarial evaluations for liability and workers' compensation risk retention programs.
4. Provide schedule of allocation of self insurance liability costs (premiums) among funds/departments/appropriation.
5. Provide the total reserves for open pending files as of June 30, 2013.
6. Provide a copies of the audited financial statements for CalTIP as of April 30, 2013 and for CJPRMA and LAWCX as of June 30, 2013.

Commitments/Contingencies-Leases

1. Provide schedule of the future minimum lease payments for all capital and operating leases outstanding at year-end.
2. Provide the amount expensed in June 30, 2012 related to operating leases for disclosure in the notes - amount should agree to the general ledger.
3. Provide support for amount reported as operating lease revenue received from building/equipment rentals.

Long-Term Obligations

1. Provide a rollforward schedule of long-term debt by debt type (capital leases, notes, bonds, special assessments with government commitment, COP's, etc.) for GLTDAG, enterprise and internal service funds. Schedule should include prior year ending balances, additions, retirements, current year ending balance and amounts due within one year.
2. Reconciliation between general long-term debt additions per roll forward schedule (1 above) and long-term debt proceeds
3. Reconciliation between general long-term debt repayments per rollforward schedule (1 above) and principal retirement expenditures.
4. Provide support for the long-term debt footnote which includes a debt service maturity schedule, showing the principal and interest amounts due for each of the next five years and in five-year increments thereafter. Debt service maturity schedule must be separated by debt type (i.e. COPs, capital leases, bonds, etc.).
5. Provide a copy of the schedule of capital and noncancelable operating leases.
6. Provide copies of official statements for bonds issued during the year
7. Provide copies of any repayment schedules that have been revised during the year as a result of a call or other activity which has caused the repayment schedule to be recalculated.
8. Calculations of bond reserves and rate covenants as of June 30, 2013 and documentation supporting calculation and portion of official statement documenting allowed reserve calculations.

Compensated Absences

1. Please provide actuarial report for compensated absences with related schedule.
2. Provide changes (if any) to accrual/sick leave policies for City.

GASB 50

1. Provide a listing of all City personnel that participate in CalPERS (retirees and active members).

Fund Balance

1. Provide schedules supporting fund balances.
2. Provide an outstanding encumbrance by fund listing report at June 30, 2013.
3. Provide note disclosure for GASB 54 including definitions of fund balances.

Net Assets

1. Provide schedules supporting restricted net assets.
2. Provide schedules supporting invested in capital assets, net of related debt.

Operations

1. Provide variance explanations as provided by the auditors.
2. Provide schedules supporting the allocation of program revenues among the various functions.
3. For wastewater and water funds, provide fee schedules for FY 11/12 and 12/13 and number of customers for each area (water, wastewater)
4. Provide the Utility Type Report (TP7) for all months in FY 12/13.
5. Provide detail worksheets for all Charges for services accounts and for Internal service funds.
6. Provide a listing of all open contracts and purchase orders for FY12/13. This file should, at a minimum, include; Vendor name, contract/ PO date, contract/ PO identification number, contract/ PO amount
7. Provide FPCC (Fair Political Practices Commission) Form 700 for all Council members, City Manager, Assistant City manager, Police Chief, and HR Director (if applicable).
8. Provide number of FTE's for 2011, 2012, and 2013.
9. Provide full listing of all payroll expenditures paid during FY 12/13. This file should, at a minimum, include employee name, position, date of payment, and amount.

Single Audit

1. Provide a copy of the Schedule of Expenditures of Federal Awards
2. Have available the supporting documentation used in the preparation of the Schedule of Expenditures of Federal Awards for all programs.
3. Reconciliation of total federal awards as reported in the Schedule of Expenditures of Federal Awards to federal intergovernmental revenues (governmental fund types) and federal grants revenue (proprietary fund types) as reported in the Fund Financial Statements.
4. Note, once draft SEFA received, MGO will send separate PBC list for additional program to test.

Other

1. Additional schedules/detail as determined necessary during our fieldwork.

There Are No Problems. Only Solutions.

After reviewing your requirements in the Request for Proposal and based on our previous experience with the City, we do not anticipate any audit problems.

However, we have summarized the more recent and relevant accounting and reporting developments, which may have a significant impact on the City's basic financial statements.

We will have ongoing discussions with management about these as well as other developments in an effort to be prepared in advance for their implementation.

Pension Accounting and Financial Reporting

The GASB is recently issued significant improvements to its standards for accounting for and reporting on the pensions that governments provide to their employees. These changes are based on extensive deliberations by the Board following research conducted by the GASB staff and on public response to two previous due process documents. The reasons the GASB concluded that the effectiveness of the pension standards could be significantly improved include:

- Changes in governmental accounting and financial reporting since the existing pension standards were issued in 1994, most notably the introduction of accrual-based government-wide financial statements
- An increasing need among the users of governmental financial reports for comparable information about pensions
- The continuing development of the basic concepts that are the foundation of the GASB's standards setting, especially the concepts regarding what constitutes a liability and an outflow of resources.

In June 2012, the GASB released two statements — one relating to reporting by governments that provide pensions through a qualified trust, and the other relating to the reporting by the pension plans that administer those benefits (Financial Reporting for Pension Plans).

It should be noted that the standards relate solely to accounting and financial reporting and do not apply to how governments approach the funding of their pension plans. At present, there is generally a close connection between the ways many governments fund pensions and how they account for and report information about them in audited financial reports. The statements would separate how the accounting and financial reporting is determined from how pensions are funded. As such, governments would not be required to mirror the accounting and financial reporting changes in their funding approaches.

You don't always get what you pay for. Sometimes you get more.

MGO has always maintained a high degree of flexibility in our audit plans, modifying them annually as risks change or new client-requested or regulatory requirements are added. Through the continued use of our Risk Based Audit Approach we are able to provide quality audits that are both flexible and cost-effective.

Professional Fee Philosophy

Our fee philosophy is to foster long-term client relationships by offering fair and competitive pricing. As a result, we are sensitive to the City's need to control costs. It is our commitment to offer quality service at competitive and fair rates. Our proposed not-to-exceed fees and hours to provide audit services for the City for the fiscal year ending June 30, 2013, with an option to audit the City for each of the four subsequent years, are included on the following pages.

After considering the economic climate, we have committed ourselves to assisting the City in meeting its financial challenges.

Should the hours we incur be less than those proposed, we reserve the right to bill our all-inclusive maximum fees. Conversely, if our incurred hours exceed our proposed hours, we

understand that our fees shall not exceed the proposed amount.

The proposed fees are based on the assumption that there will not be any major changes in scope, which includes new accounting or auditing standards and legal or regulatory requirements that are not foreseeable at this time; therefore, the impacts cannot be determined.

Additionally, our proposed not-to-exceed fees and hours are also based on the assumption that the accounting records are in order and that all adjustments necessary to present the financial statements in accordance with accounting principles generally accepted in the United States of America are completed by the City.

If the scope of work is expanded or we encounter difficulties because accounting records are not readily available, material weaknesses in internal control are identified, or other problems arise, we

will meet with responsible City officials to discuss a potential fee adjustment and to discuss the problems encountered before any additional work is incurred. Our fees for additional professional services would be based on our quoted hourly rates in effect during the year when additional services are requested, which vary according to the degree of responsibility involved and the experience level of the personnel assigned to the task.

Our professional services will be billed monthly based on the amount of hours worked.

Rates for Additional Professional Services

Our fees for additional professional services would be based on our standard hourly rates (as indicated on the next page), which may vary to the degree of responsibility involved and the experience level of the personnel assigned to the task.

Proposal Submittal Summary

| | <u>Total All- Inclusive Maximum Price*</u> | <u>Each Additional Major Program</u> |
|-----------------------------------|--|--|
| For the Year Ending June 30, 2013 | \$ 85,000 | \$ 6,000 |
| For the Year Ending June 30, 2014 | 85,000 | \$ 6,000 |
| For the Year Ending June 30, 2015 | <u>85,000</u> | \$ 6,000 |
| <i>Total Contract</i> | <u>255,000</u> | |
| For the Year Ending June 30, 2016 | 87,600 | \$ 6,250 |
| For the Year Ending June 30, 2017 | <u>87,600</u> | \$ 6,250 |
| <i>Total with Option Years</i> | <u><u>\$ 430,200</u></u> | |

*Total All-Inclusive Maximum Price - Includes one major program

Schedule of Professional Fees and Expenses**For the Fiscal Year Ending June 30, 2013**

| Staff Classification | Hours | Standard Hourly Rates | Fee |
|------------------------|------------|----------------------------|------------------|
| Partners | 18 | \$ 400 | \$ 7,200 |
| Directors | 75 | 320 | 24,000 |
| Managers | 170 | 175 | 29,750 |
| Senior Associates | 210 | 135 | 28,350 |
| Experienced Associates | 160 | 125 | 20,000 |
| Associates | 165 | 115 | 18,975 |
| Clerical | 2 | 100 | 200 |
| | | Out of Pocket Expenses | 2,468 |
| Total Hours | <u>800</u> | Subtotal | \$ 130,943 |
| | | Less Professional Discount | (45,943) |
| | | Total 2013 Fees* | <u>\$ 85,000</u> |

For the Fiscal Year Ending June 30, 2014

| Staff Classification | Hours | Standard Hourly Rates | Fee |
|------------------------|------------|----------------------------|------------------|
| Partners | 18 | \$ 410 | \$ 7,380 |
| Directors | 75 | 330 | 24,750 |
| Managers | 170 | 180 | 30,600 |
| Senior Associates | 210 | 140 | 29,400 |
| Experienced Associates | 160 | 130 | 20,800 |
| Associates | 165 | 120 | 19,800 |
| Clerical | 2 | 105 | 210 |
| | | Out of Pocket Expenses | 2,591 |
| Total Hours | <u>800</u> | Subtotal | \$ 135,531 |
| | | Less Professional Discount | (50,531) |
| | | Total 2014 Fees* | <u>\$ 85,000</u> |

For the Fiscal Year Ending June 30, 2015

| Staff Classification | Hours | Standard Hourly Rates | Fee |
|------------------------|------------|----------------------------|------------------|
| Partners | 18 | \$ 420 | \$ 7,560 |
| Directors | 75 | 340 | 25,500 |
| Managers | 170 | 185 | 31,450 |
| Senior Associates | 210 | 145 | 30,450 |
| Experienced Associates | 160 | 135 | 21,600 |
| Associates | 165 | 125 | 20,625 |
| Clerical | 2 | 110 | 220 |
| | | Out of Pocket Expenses | 2,721 |
| Total Hours | <u>800</u> | Subtotal | \$ 140,126 |
| | | Less Professional Discount | (55,126) |
| | | Total 2015 Fees* | <u>\$ 85,000</u> |

Schedule of Professional Fees and Expenses - (Continued)

**For the Fiscal Year Ending June 30, 2016
(Option Year)**

| Staff Classification | Hours | Standard Hourly Rates | Fee |
|------------------------|------------|----------------------------|------------------|
| Partners | 18 | \$ 430 | \$ 7,740 |
| Directors | 75 | 350 | 26,250 |
| Managers | 170 | 190 | 32,300 |
| Senior Associates | 210 | 150 | 31,500 |
| Experienced Associates | 160 | 140 | 22,400 |
| Associates | 165 | 130 | 21,450 |
| Clerical | 2 | 115 | 230 |
| | | Out of Pocket Expenses | 2,857 |
| Total Hours | 800 | Subtotal | \$ 144,727 |
| | | Less Professional Discount | (57,127) |
| | | Total 2016 Fees* | \$ 87,600 |

**For the Fiscal Year Ending June 30, 2017
(Option Year)**

| Staff Classification | Hours | Standard Hourly Rates | Fee |
|------------------------|------------|----------------------------|------------------|
| Partners | 18 | \$ 440 | \$ 7,920 |
| Directors | 75 | 360 | 27,000 |
| Managers | 170 | 195 | 33,150 |
| Senior Associates | 210 | 155 | 32,550 |
| Experienced Associates | 160 | 145 | 23,200 |
| Associates | 165 | 135 | 22,275 |
| Clerical | 2 | 120 | 240 |
| | | Out of Pocket Expenses | 3,000 |
| Total Hours | 800 | Subtotal | \$ 149,335 |
| | | Less Professional Discount | (61,735) |
| | | Total 2017 Fees* | \$ 87,600 |

*Total All-Inclusive Maximum Price - Includes one major program

CITY OF LODI - REQUEST FOR PROPOSAL - AUDIT SERVICES
2013

G. Proposal Submittal Forms

1. Statement of Bidder's Past Contract Disqualifications

The bidder shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so, to explain the circumstances.

1. Do you have any disqualification as described in the above paragraph to declare?

Yes _____ No X

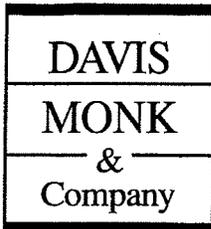
2. If yes, explain the circumstances.

Executed on _____ at _____

I declare, under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Richard Muen

Signature of Authorized Bidder Representative



Certified Public Accountants
& Business Consultants

*A Partnership Consisting of
Professional Associations*

Gainesville
4010 N.W. 25th Place
P.O. Box 13494 (32604)
Gainesville, Florida 32606
Phone: (352) 372-6300
(800) 344-5034
Fax: (352) 375-1583

Palatka
906 South State Road 19
Palatka, Florida 32177
Phone: (386) 325-4561
Fax: (386) 328-1014

St. Augustine
1301 Plantation Island Dr.
Suite 205A
St. Augustine, Florida 32080
Phone: (904) 471-3445
Fax: (904) 471-3825

Website:
www.davismonk.com

Members:

CPAmerica International

Florida Institute of
Certified Public Accountants

American Institute of
Certified Public Accountants

Horwath International

SYSTEM REVIEW REPORT

May 14, 2009

To the Partners of
Macias, Gini & O'Connell, LLP
and the Peer Review Committee of the American Institute of Certified
Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Macias, Gini & O'Connell, LLP (the "firm") applicable to non-SEC issuers in effect for the year ended March 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Macias, Gini & O'Connell, LLP applicable to non-SEC issuers in effect for the year ended March 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Macias, Gini & O'Connell, LLP has received a peer review rating of *pass*.

Davis, Monk & Company
DAVIS, MONK & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS



JOHN CHIANG
California State Controller

January 14, 2013

Rick Green, Partner
Macias Gini & O'Connell, LLP
3000 S. Street, Suite 300
Sacramento, CA 95816

Dear Mr. Green:

The State Controller's Office completed a quality control review of Macias Gini & O'Connell, LLP. We reviewed the audit working papers for the firm's audit of the California Institute for Regenerative Medicine for the fiscal year ended June 30, 2012.

The firm's audit was performed in accordance with the standards and requirements set forth in *Government Auditing Standards*, issued by the Comptroller General of the United States, often referred to as generally accepted government auditing standards; U.S. generally accepted auditing standards; and the California Business and Professions Code.

If you have any questions, please contact Carolyn Baez, Chief, Financial Audits Bureau, at (916) 322-7656.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey V. Brownfield".

JEFFREY V. BROWNFIELD
Chief, Division of Audits

JVB/sk

cc: Alan Trounson, President
California Institute for Regenerative Medicine
Independent Citizens' Oversight Committee
California Institute for Regenerative Medicine
Citizen's Financial Accountability Oversight Committee
California Institute for Regenerative Medicine
Shelley Walker Davey, Manager
Macias Gini & O'Connell, LLP

Please call us if you need anything. We promise not to bore you.

The West Coast is our home.

We have cheerful offices throughout California and Washington.

Come and see us.

Sacramento HQ

3000 S Street
Suite 300
Sacramento
California 95816
T: 916.928.4600

Walnut Creek

2121 N. California Blvd.
Suite 750
Walnut Creek
California 94596
T: 925.274.0190

Oakland

505 14th Street
5th Floor
Oakland
California 94612
T: 510.273.8974

San Diego

12264 El Camino Real
Suite 402
San Diego
California 92130
T: 858.792.2210

LA/Century City

2029 Century Park East
Suite 500
Los Angeles
California 90067
T: 310.277.3373

Newport Beach

4675 MacArthur Court
Suite 600
Newport Beach
California 92660
T: 949.221.0025

San Diego

225 Broadway
Suite 1750
San Diego
California 92101
T: 619.573.1112

Seattle, WA

701 Fifth Avenue
42nd Floor
Seattle
Washington 98104
T: 206.262.7850

info@mgocpa.com

mgocpa.com

**Proud To Be
Boring Accountants:**

Exhibit B – Fees for Services

CONTRACTOR will provide its services to CITY as provided in the Scope Services in Exhibit A as follows:

| | Total All-Inclusive Maximum Price* | Each Additional Major Program |
|---|---------------------------------------|----------------------------------|
| Auditing Services for the year ending June 30, 2013 | \$ 85,000 | \$ 6,000 |
| Auditing Services for the year ending June 30, 2014 | 85,000 | \$ 6,000 |
| Auditing Services for the year ending June 30, 2015 | 85,000 | \$ 6,000 |
| Total Contract | <u>255,000.00</u> | |
| Auditing Services for the year ending June 30, 2016 | 87,600 | \$ 6,250 |
| Auditing Services for the year ending June 30, 2017 | 87,600 | \$ 6,250 |
| Total with Option Years | <u><u>\$430,200</u></u> | |

*Total All-Inclusive Maximum Price - Includes One Major Program

Exhibit C – Insurance Requirements

5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY LIABILITY</u> \$1,000,000 Ea. Occurrence \$2,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE</u> \$1,000,000 Bodily Injury - Ea. Person \$1,000,000 Bodily Injury - Ea. Occ. \$1,000,000 Property Damage - Ea. Occ. |
|--|--|

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.).

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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

5-414 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MACIAS, GINI & O'CONNELL, LLP FOR AUDITING SERVICES FOR THE FISCAL YEARS ENDING JUNE 30, 2013, 2014 AND 2015; AND FURTHER AUTHORIZING STAFF TO UTILIZE TWO ADDITIONAL ONE-YEAR OPTIONS

=====

WHEREAS, the City issued a Request For Proposals for auditing services for fiscal years ending June 30, 2013, 2014 and 2015, with options to extend services for each of the following two fiscal years; and

WHEREAS, proposals were received from 14 firms, and

WHEREAS, staff reviewed and rated the proposals and recommended four firms for interviews, and

WHEREAS, the interview team recommends that the City Council award a contract to Macias, Gini, & O'Connell, LLP in the amount of \$255,000, for fiscal years ending 2013, 2014, and 2015, with two additional one-year options to extend services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to execute an agreement with Macias, Gini, & O'Connell, LLP for auditing services for fiscal years 2013, 2014, and 2015; and

BE IT FURTHER RESOLVED that if staff determines it is in the best interests of the City, staff is hereby authorized to utilize two additional one-year options for auditing services at a cost not to exceed \$175,200.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following votes:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000)

MEETING DATE: May 1, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution approving the master lease agreement with the Lodi Grape Festival and National Wine Show Association for use of various festival ground facilities for amount not to exceed \$21,000.

BACKGROUND INFORMATION: The Parks and Recreation Department has leased facilities from the Lodi Grape Festival and National Wine Show Association for more than 40 years for various indoor and outdoor programs. The proposed agreement includes use of the Grape Pavilion, Cabernet Hall, and an area known as the soccer field. Management of the Lodi Grape Festival has also been quick to accommodate the City's needs when other space and/or facilities are required.

The term of the agreement is one year, commencing on July 1, 2013 and ending June 30, 2014. The terms and conditions are consistent with those of the previous agreement. The annual lease payment is \$21,000.

Staff recommends approving the use agreement, which provides facilities for youth and adult basketball, soccer, and other miscellaneous programming. There are no suitable alternative sites. The City Attorney has approved the agreement as to form.

FISCAL IMPACT: \$21,000 from the Recreation Fund, the majority of which is generated from user fees.

FUNDING AVAILABLE: Account #347211.7321 – 2013/14 Recreation Administration

Jordan Ayers, Deputy City Manager

Jeff Hood
Parks, Recreation and Cultural Services Director

cc: City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

9. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to the Renter be granted in turn to any person without the written consent of the Festival first had and obtained.
10. The Festival may terminate this agreement and be relieved of any further performance if Renter fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy. Notwithstanding anything, herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto. Any fees paid in addition to the non-refundable deposit will not be refunded if event is terminated by either party 30 days or less prior to the event.
11. The parties hereto agree that the Renter in the performance of this agreement shall be an independent contractor and shall not be an employee of the Festival.
12. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
13. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
14. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.
15. NOTICE, Pursuant to Section 107.6 California Rev. & Tax Code. Renter recognizes and understands that this tenancy may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
16. Additional provisions, if any, and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked "EXHIBIT A." Such attached sheets when properly signed by both parties become a party of this agreement and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed in duplicate by and on behalf of the parties hereto, the day and year first written above.

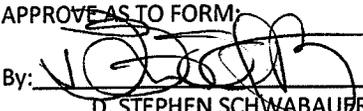
LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSN., INC.
P.O. BOX 848 ~ 413 E. LOCKEFORD ST.
LODI, CA 95241
(209) 369-2771

CITY OF LODI, a municipal corporation
125 N. STOCKTON ST.
LODI, CA 95240
(209) 333-6800

By: 
MARK A. ARMSTRONG
GENERAL MANAGER

By: _____
JEFF HOOD
DIRECTOR, PARKS & RECREATION

By: _____
KONRADT "RAD" BARTLAM
CITY MANAGER

APPROVE AS TO FORM:
By: 
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
RANDI JOHL
CITY CLERK

EXHIBIT A

RENTER AGREES THAT:

1. Festival does hereby lease to Renter, Cabernet Hall, the Grape Pavilion and the East Feld for programs sponsored by and conducted under the supervision of the City of Lodi Parks & Recreation Department on the Lodi Grape Festival grounds, situated in the City of Lodi, County of San Joaquin, and State of California. Festival grants Renter the non-exclusive right to utilize necessary parking lot space and access routes to the buildings which are necessary to conduct its recreation program.
2. Renter's use is limited to the following:

GRAPE PAVILION

Grape Pavilion shall be reserved for Renter's use approximately October 1, 2013 through March 15, 2014 unless other dates are established by mutual written agreement prior to October 1, 2013. Renter may request additional Saturday dates from March 15, 2014 through July 13, 2014, subject to availability. The hours of use for Renter are:

| | |
|-----------------------|---------------------------|
| Monday through Friday | 5 p.m. to 11 p.m. |
| Saturday | 7 a.m. to 1 a.m. (Sunday) |
| Sunday | 7 a.m. to 11 p.m. |

(Renter shall use the weekend schedule on legal holidays falling on weekdays.)

Festival reserves the right to rent Pavilion for basketball practice Monday through Friday until 5 p.m. and Renter shall be pre-empted from the building on the following dates: Wednesday, December 11, 2013 through Sunday, December 15, 2013 and Friday, January 24, 2014 through Sunday, January 26, 2014. In the event Festival schedules use of the Pavilion to another user, that user or the Festival will immediately thereafter provide custodial care and/or maintenance of the Pavilion in order to return it to Renter in satisfactory condition for Renter's continued use.

CABERNET HALL

Cabernet Hall shall be reserved for Renter's use from October 1, 2013 through August 15, 2014 on Monday through Thursday from 4:30 p.m. to 11 p.m. Use of Cabernet Hall is reserved by the Festival on Fridays, Saturdays and Sundays, and on Tuesday, Wednesday and Thursday mornings in the third week of each month for use by San Joaquin County for surplus food distribution. Renter may make request to Festival for special use on these days.

EAST FIELD

The East Field shall be reserved for Renter's use from October 15, 2013 through April 15, 2014 on Monday through Friday from 4 p.m. to 11 p.m. Festival reserves the right to pre-empt Renter when other events conflict. Renter will provide no less than one (1) portable restroom for its own use and will provide daily pickup of trash in the East Field during the lease period. In exchange for use of East Field, Renter will mow field lawn every third week during winter months (October 15 through April 15) and every week during the summer months (April 16 through October 14).

3. Renter shall provide sufficient personnel to monitor crowd control, including policing of parking lot areas and grounds adjacent to the facilities being used to insure no disturbance of other Renters on the Festival grounds. Festival shall have the right to pre-empt usage of any facility when other renters will be in the immediate vicinity of the buildings. Festival will notify Renter in advance of these pre-empted dates.
4. Renter shall be diligent in turning out lights, turning off heaters and/or coolers and locking building doors and outside gates daily and nightly after each use. If this provision is not observed Festival shall bill renter for use of utilities beyond scheduled hours of use. Each staff member requesting keys shall check them out individually from Festival office. Renter shall be billed \$50 (fifty dollars) for each key not returned to Festival at end of each lease year.

Initials: Mo
Festival

Initials: _____
Hood

Initials: _____
Bartlam

Initials: [Signature]
Schwabauer

Initials: _____
Johl

5. Renter agrees to provide adequate qualified supervision at all times when using any of Festival's facilities. Renter agrees to clean up all areas used, outside and inside, including parking areas, on a daily basis, and all areas of the buildings and grounds are to be kept free of papers, cups, cans, bottles and other debris deposited as a result of Renter's activities. Renter agrees to repair or replace, at its own expense, any and all damage to Festival buildings, facilities, equipment and/or grounds caused by Renter's activities.

6. It is expressly agreed and understood that this lease is for use by the Renter for its recreational programs and NO SUBLETTING or assignment of this lease is permitted unless otherwise approved by mutual written agreement. Any programs or activities other than the basketball program shall first be approved by Festival. Renter shall have concession rights for its events only and may operate a concession during all applicable events under this lease specifically granted to Renter. Concession shall comply with all health, fire and safety regulations, including no propane or gas cooking inside the buildings.

7. Renter does hereby agree to indemnify, defend and save Festival free and harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time the Renter is using the buildings, facilities and/or grounds which arise from the acts or omissions of Renter, except for claims for loss, damage, injury or liability to persons or property which arise from the acts or omissions of the Festival. For such claims, the Festival does hereby agree to indemnify, defend and save Renter free and harmless. Renter agrees at all times during the continuance of the lease to maintain adequate public liability and property damage insurance covering its use, occupancy and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the Lodi Grape Festival and National Wine Show Assn., Inc., the County of San Joaquin, the State of California, and their agents, directors, officers, servants and employees are named as additional insured and that such liability policy or policies are primary insurance as to any similar insurance carried by Festival. Renter shall furnish Festival with satisfactory proof of insurance coverage required by Festival, and there shall be a specific contractual liability assumed by Renter pursuant to this lease. Any policy of insurance required of Renter under this lease shall also contain an endorsement providing that at least thirty (30) days of notice must be given in writing to Festival of any pending change in the limits of liability or of any cancellation or modification of the policy or policies. In the event that the Renter is self-insured, Renter shall provide a certificate of self-insurance in a form satisfactory to Festival.

LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSN., INC.
P.O. BOX 848 ~ 413 E. LOCKEFORD ST.
LODI, CA 95241
(209) 369-2771

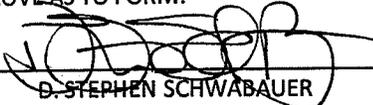
By: 
MARK A. ARMSTRONG
GENERAL MANAGER

CITY OF LODI, a municipal corporation
125 N. STOCKTON ST.
LODI, CA 95240
(209) 333-6800

By: _____
JEFF HOOD
DIRECTOR, PARKS & RECREATION

By: _____
KONRADT "RAD" BARTLAM
CITY MANAGER

APPROVE AS TO FORM:

By: 
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
RANDI JOHL
CITY CLERK

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE MASTER LEASE AGREEMENT WITH THE LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSOCIATION FOR USE OF VARIOUS FESTIVAL GROUND FACILITIES FOR THE PERIOD JULY 1, 2013 TO JUNE 30, 2014, AT A LEASE RATE OF \$21,000 PER YEAR

WHEREAS, the Parks and Recreation Department has leased facilities from the Lodi Grape Festival and National Wine Show Association for more than 40 years for various indoor and outdoor programs; and

WHEREAS, this agreement allow the City use of the Grape Pavilion, Cabernet Hall, and an outdoor area known as the soccer field; and

WHEREAS, management of the Lodi Grape Festival has also been quick to accommodate the City's needs when other space and/or facilities are required; and

WHEREAS, the term of the agreement is for one (1) year, commencing on July 1, 2013, and ending June 30, 2014; and

WHEREAS, the annual lease payment is \$21,000; and

WHEREAS, staff recommends that the City Council approve the use agreement, which provides facilities for youth and adult basketball, soccer, and other miscellaneous programming.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association, for use of the Grape Pavilion, Cabernet Hall, and an area known as the soccer field for the period July 1, 2013, to June 30, 2014, at a cost not to exceed \$21,000.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Approving Activity Guide Printing Agreement with Casey Printing, Inc. of King City for Fiscal Year 2013/14 (\$22,145.52)

MEETING DATE: May 1, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution approving Activity Guide printing agreement with Casey Printing, Inc. of King City for Fiscal Year 2013/14 in the amount of \$22,145.52.

BACKGROUND INFORMATION: The City of Lodi Activity guide is the vehicle used to promote City-sponsored sports, recreation and arts activities. Approximately 22,000 guides are distributed three times per year, throughout Lodi and the surrounding areas. The proposed printing agreement with Casey Printing is for Fiscal Year 2013/14, with the option for renewal for two consecutive years. The following companies responded to the Request for Quote:

| | |
|----------------------|-------------|
| Casey Printing, Inc. | \$22,145.22 |
| Folger Graphics | \$23,037.00 |
| Abrahamson Printing | \$26,298.87 |
| The Coloring Book | \$36,665.40 |

Staff recommends approving the printing agreement with Casey Printing, Inc. The company has produced the past eight issues, offering printing, binding duplication, layout, delivery to four drop centers, and estimated tax at a competitive price and the highest quality. This agreement will cover three issues: September 2013, January 2014 and May 2014 for a total of 66,000 copies, with options for two successive years.

FISCAL IMPACT: Registrations for City-sponsored activities would be significantly lower without this marketing product.

FUNDING AVAILABLE: Appropriation to be included in 2013/14 PRCS budget (347211.7301)

Jordan Ayers, Deputy City Manager

Jeff Hood
Parks, Recreation and Cultural Services Director

Attachments: Production estimate and terms

APPROVED: _____
Konradt Bartlam, City Manager



Terms & Conditions of Sale

This contract is entered into by and between Casey Printing, Inc., a California Corporation, hereafter referred to as CASEY, and "Customer" pursuant to the Terms and Conditions of Sale listed below.

Customer City of Lodi

1. Quotation

A quotation not accepted within 30 days is subject to increase or decrease based upon any increase or decrease in the cost of labor and materials at the time of acceptance.

2. Accuracy of Specifications

Quotations are based on the accuracy of the specifications provided. CASEY can request a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

3. Orders

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond CASEY'S control. Canceled orders require compensation for incurred costs and related obligations.

4. Experimental Work

Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until CASEY has been reimbursed in full for the amount of the charges billed.

5. Creative Work

Creative work, such as sketches, copy, dummies and all preparatory work created or furnished by CASEY, shall remain its exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation based upon current rates charged for our various services.

6. Condition of Copy

Upon receipt of original copy, manuscript or customer furnished artwork, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

7. Preparatory Materials

Artwork, type, plates, negatives, positives and other items when supplied by CASEY shall remain the property of CASEY.

Color Separations, Dies and other Printing Aids are regarded as having been sold to the customer prior to physical use because of separate listing and pricing.

8. Electronic Manuscripts/Images

It is the customer's responsibility to maintain a copy of the original file. CASEY is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by CASEY, no claims or promises are made about CASEY'S ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

9. Alterations

An alteration is work performed in addition to the original specifications. Such additional work shall be charged for at CASEY'S current rates for labor and materials.

10. Prepress Proofs

Proofs shall be submitted with original copy. Corrections are to be made on "master set", returned marked "O.K." or "O.K with corrections" and signed and dated by customer. CASEY shall not proceed with work until proofs are returned. If revised proofs are desired, request must be made when proofs are returned. CASEY regrets any errors that may occur undetected through production, but cannot be held responsible for errors if the work is printed per customer's O.K.; or if changes are communicated verbally. CASEY shall not be responsible for errors if the customer has refused to accept or return proofs, or has instructed CASEY to proceed without submission of proofs.

11. Press Proofs

Unless specifically provided in writing in CASEY'S quotation, no press proofs will be provided. An inspection sheet of any form or signature can be submitted for customer review and approval, at no charge, provided customer is available at CASEY'S facilities during the time of press makeready. Any changes, corrections or lost press time due to customer's change of mind or delay will be charged for at CASEY'S current rates for labor and materials.

12. Color Proofing

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

13. Overruns or Underruns

Overruns or underruns will not exceed 10 percent of the quantity ordered. CASEY will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

14. Customer's Property

CASEY shall charge the customer at current rates, for handling and storing customer's stock, printed matter or other materials held more than 30 days.

CASEY will maintain fire and extended coverage on all property belonging to the customer, while such property is in CASEY'S possession. CASEY'S liability for such property shall not exceed the amount recoverable from such insurance.

It is understood that the gratuitous storage of customers property is solely for the benefit of the customer.

15. Delivery

Unless otherwise specified, the price quoted is for single shipment, without storage, F.O.B. CASEY'S loading dock. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise, and shall be charged for at CASEY'S current rates. Charges related to delivery from customer to CASEY, or from customer's supplier to CASEY are not included in any quotations unless specified. Materials delivered from customers or their suppliers are verified with delivery tickets as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and CASEY cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work or segment, whichever occurs last.

16. Production Schedules

Production schedules, if and when established, will be adhered to by the customer and CASEY, provided that CASEY shall not incur any liability or penalties for delay due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and act of God or other causes beyond the control of CASEY. Any cost due to delay caused by customer shall be charged for at CASEY'S current rates. Delay caused by customer may result in the rescheduling of work to the available open production time frame.

17. Customer Furnished Materials

Camera copy, artwork, electronic/magnetic media, special dies, paper stock, color separations and other customer furnished materials shall be manufactured and delivered to CASEY'S specifications. Additional cost due to delays or impaired production caused by deficiencies in customer supplied materials shall be charged to the customer at CASEY'S current rates.

18. Taxes

All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse CASEY for any additional taxes paid.

19. Terms

Payment shall be cash one-half upon acceptance of quotation and one-half upon delivery of the printing job. Claims for defects, damages, shortages must be made by the customer in writing within 14 days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. CASEY'S sole liability shall be limited to the stated selling price of any defective goods, or replacement of defective goods at CASEY'S option. As security for payment of any sum due or to become due under terms of any Agreement, CASEY shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in CASEY'S possession including work in process and finished work, whether related to this job or not. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien.

Customer agrees to pay interest on all accounts 30 days past due at the rate of 1.5% per month. If legal action is brought to enforce the terms of this contract, Customer agrees to pay all court cost and reasonable attorney's fees. Customer agrees to pay a reasonable returned check fee of not less than \$25, in accordance with section 1719 of the Civil Code of the State of California.

20. Liability

1. Disclaimer of Express Warranties

CASEY warrants that the goods are as described in this Contract, but no other express warranty is made with respect to the goods. If any sketches, copy, dummies, samples, and/or all preparatory work was shown to customer, such were used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to them.

2. Disclaimer of Implied Warranties

CASEY'S sole warranty is that the services will conform to the description contained in this contract, will be free of defects of materials and workmanship and conform to CASEY'S standard quality. There are no warranties which extend beyond the description or the facts hereof.
[U.C.C. Section 2316(2).]

21. Indemnification

The customer shall save, indemnify, defend and hold harmless CASEY from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against CASEY on any and all grounds, regardless of responsibility for negligence and which might arise in connection with the agreed work, including but not limited to allegations or claims that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal or economic rights. The customer agrees to defend promptly and continue the defense of any such claim, demand, action or proceeding that may be brought against CASEY, at the customer's sole expense, provided that CASEY shall promptly notify the customer with respect thereto, and provided further that CASEY shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. CASEY reserves the right, in CASEY'S sole discretion, to refuse to print any matter which, in his judgement, he or she shall deem improper, libelous or scandalous.

22. Venue

The parties agree that this contract is entered into in Monterey County, California. If legal action is brought on behalf of either party to enforce its terms, proper venue shall be in the County of Monterey, California.

relating to Boley
Casey

San Joaquin Boley
Casey

04/15/2013

Signature

Date

Print or Type Name



398 East San Antonio Drive King City, CA 93930
 Phone: 831-385-3222 Fax: 831-385-3226
 caseyprinting.com

Production Estimate

8359

Customer:

City of Lodi
 125 S. Hutchins St
 Lodi, CA 95240

Estimate Date: 04/4/2013

Casey Printing Contact: Elissa Smith

ATTN: Veronica Carloni
 Phone (209) 333-6800
 Fax (209) 367-5906
 Email vcarloni@lodi.gov

Thank you for your time and consideration in regard to this estimate. Included are the detailed product specifications and prices. This confidential information is intended solely for use by the addressee(s) named above.

Production Specifications

| | |
|--------------------|---|
| Description | Parks, Recreation and Cultural Services Activity Guide |
| Pages | 4 + 24 |
| Quantity | 22,000 copies per Issue |
| Size | 8 1/4 x 10 3/4 |
| Pre-Press | Layout and design from provided Publisher and Word Files. |
| Paper | Cover: 70# Gloss Book Text: 40# Norbrite 80b |
| Ink | Cover: 4-Color Process / 4-Color Process Text: Black + 1 PMS on all pages Black plate change to remove Mailing indicia from office copies |
| Bindery | Saddle Stitch |
| Mailing | Inkjet approx 5,000 from customer supplied list. Postage not included |
| Packaging | "Pick and Pack" 8,000 from customer supplied list. Carton pack balance for office copies. Bundle & Skid 7500 for Lodi Newspaper |
| Delivery | FOB King City |
| Terms | Net 30 with PO - Purchase Order Required with Order |

| Prices | <u>Production</u> | <u>Estimated Price Per Issue</u> |
|--------|-------------------------------------|----------------------------------|
| | Printing / Mailing/Packaging | \$ 5,675.00 |
| | Layout and Design: | \$980.00 |
| | Estimated Tax on Office copies, 8%: | \$276.84 |
| | Estimated delivery, 4 drops, ADD: | \$450.00 |

Accepted By: _____ **Sign:** _____ **Date:** _____

Thank You for giving us the opportunity to submit this quote.
 Estimates are subject to change based upon changes in materials and labor costs.
 Casey Printing's "Standard Terms and Conditions of Sale" are an integral part of the estimate.
 Prices are valid for 3 consecutive issues unless otherwise specified. Sales tax, if applicable, will be added to the invoice.

CITY COUNCIL
Alan Nakanishi, Mayor
Phil Katzakian, Mayor Pro Tempore
Larry Hansen
Bob Johnson
JoAnne Mounce



KONRADT BARTLAM
City Manager

JEFF HOOD
Director
Parks, Recreation and
Cultural Services

HUTCHINS ST. SQUARE COMMUNITY CENTER
125 S. Hutchins Street, Lodi, CA 95240
PH (209) 333-5511
FAX (209) 367-5906

Request for Quote

Date 3/28/2013

Vendor Tax ID No. 77-0292474

Vendor Contact Elissa Smith

Name Casey Printing, Inc

Address 398 E. San Antonio Dr.
King City, Ca 93930

Phone/Fax (707) 747-11634

(831) 385-3221 - Main

Email elissa@caseyprinting.com

City of Lodi Business License #

Response Deadline: March 28, 2013

Return To

City of Lodi
Parks, Recreation & Cultural Services
Attn: Veronica Carloni
P.O. Box 3006
Lodi, CA 95241
(209) 333-5511
fax (209)367-5906

Questions

Veronica Carloni, Program Coordinator
(209) 333-5511
vcarloni@lodi.gov

Description

The City of Lodi produces the Parks, Recreation & Cultural Services Activity Guide three times a year (September, January and May). Each edition requires 22,000 printed copies. The City is soliciting bids for a one-year (three editions) contract term, with two one-year options (three editions each) at the City's discretion for a minimum of three and maximum of nine editions beginning July 1, 2013. Pricing should be valid for a one-year time period subject to renewal each following year. The City will select the vendor based on the best value to the City considering cost, references and quality of the sample provided. The selected vendor will be expected to sign the standard Professional Services Agreement (attached). **Responses are due March 28, 2013.**

Directions:

1. Complete the Vendor Information above.
2. Complete the Quote Form on Page 2.
3. Answer the questions on Page 3.
4. Provide three (3) professional references for similar work.
5. Provide a sample of work that matches the City's specifications, or closely matches (indicate specifications of example provided).
6. Provide any additional comments.

Casey Printings, Inc.

Please complete the following worksheet. Additional backup may be provided or requested.

| Description | QTY | Unit Price | Single Issue Cost | Extended Issues Price |
|---|-----|------------|-------------------|--|
| City of Lodi Parks, Recreation & Cultural Services Activity Guide 22,000 copies per edition, 3 issues per contract year | 1 | | 5675.00 | x3 = 17,025.00 |
| Finished Size/Dimensions Pages: 24 text pages + cover 8.25 inches x 10.75 inch page size | | | | included |
| Services Layout and Graphic Design Services | 1 | | 980.00 | x3 = 2940.00 |
| Paper Stock Cover stock: 70# Gloss Stock Text stock: 40# Norbrite 80b | | | | included |
| Ink Cover: 4cp/4cp full bleeds Text: 2/2 (Black + 1 PMS color) Black plate change to remove mailing indicia from office copies | | | | included |
| Finishing Fold collate, saddle stitch, trim and carton pack (not to exceed 40 lbs) Special bundle request for Lodi Unified School District Request. Total qty 8,000. (see pick and pack list attachment) | | | | included |
| Proofs Initial proofs are provided in PDF format Final Hard copy color proof is required | | | | included |
| Proof Corrections | | | | |
| Mail Ink jet of approx 5,000 qty mail list. Prepare USPS Bulk Mail paperwork | | | | included |
| Postage Postage Indicia Mark. Presort bulk mail. Approx 5,000 qty. Provide estimate of mailing costs per catalog. (new list is provided each time in excel.) | | | | TO BE DETERMINED UPON RECEIPT OF LIST. |
| Delivery/Shipping Four drops estimated Lodi Unified School District (8,000 qty est.) 1305 E. Vine Street, Lodi Lodi New Sentinel (7,500 qty est.) 125 N. Church Street, Lodi USPS (mail list - 5,000 qty est.) Hutchins Street Square (Remaining office copies) 125 S. Hutchins Street, Lodi | 1 | | 450 | x3 = 1350.00 |
| Additional Items: | | | | |
| Estimated Tax | | Rate% 8% | 276.84 | 830.53 |
| Grand Total | | | \$ 738.84 | \$ 22,145.52 |

Please answer the following questions.

1. How long is the production time?

7-10 Working Days

2. How much time is necessary for the layout and design services?

3-5 working days.

3. What is the anticipated price increase, if any, for years 2 and 3, and what is it based upon?

2% increase (approx) based on increased cost in materials.

References

Reference #1

Name Nicole Blazin

Organization City of San Ramon

Address 2226 Camino Ramon, San Ramon, Ca. 94583

Phone (925) 973-3370

What work was performed?

Activity Guides, Restaurant Guides, Performing Arts Brochures, Newsletter.

Reference #2

Name Christine Mabry

Organization Danville Parks and Rec.

Address 510 La Gonda Way, Danville, Ca.

Phone 925 314-3475

What work was performed?

Activity Guide, Newsletter

Reference #3

Name Maureen Buxton

Organization Town of Windsor

Address 9291 Old Redwood Highway, Windsor Ca.

Phone (707) 838-5945

What work was performed?

Activity Guide, Newsletter

Additional Comments/Notes:

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE AGREEMENT WITH CASEY PRINTING, INC., FOR THE PRODUCTION OF THE LODI COMMUNITY ACTIVITY GUIDE FOR FISCAL YEAR 2013/14 AND OPTIONS FOR FISCAL YEARS 2014/15 AND 2015/16; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF LODI

=====

WHEREAS, Casey Printing, Inc., has produced the past eight issues of the Lodi Community Activity Guide, offering printing, binding, duplication, lay-out, delivery to drop centers and estimated taxes at a competitive price and the highest quality; and

WHEREAS, the approval of this Agreement will cover three issues in Fiscal Year 2013/14, a total of 66,000 copies, and provide the City with the opportunity to receive the same services at the same price, excluding any increase in higher material prices, in Fiscal Years 2014/15 and 2015/16; and

WHEREAS, Casey Printing is the lowest bidder of four proposals received; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the agreement with Casey Printing, Inc., to produce the next three issues of the Lodi Community Activity Guide; and

BE IT FURTHER RESOLVED that if staff determines it is in the best interests of the City, staff is hereby authorized to utilize the two one-year options that include three editions each for fiscal years 2014-15, and 2015-16.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Lodi.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Appropriating \$1,850 from the Art in Public Places Fund for Work Related to Library Bike Rack Project

MEETING DATE: May 1, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt a resolution appropriating \$1,850 from the Art in Public Places fund for work related to library bike rack project.

BACKGROUND INFORMATION: The Art Advisory Board seeks to use Art in Public Places funds to complete a bike rack project approved by the City Council on August 1, 2012. The original appropriation of \$11,550 is not sufficient to complete the project due to higher than anticipated installation costs.

This additional work includes demolishing an existing concrete pad and pouring another to complete the project. The existing concrete bike rack does not provide the safety factor for locking bikes needed and therefore it is rarely used. The bike lock down blocks and the concrete around them are a monolithic pour. The existing concrete is thicker than regular sidewalk concrete and will require extra work in removing. The other two bicycle rack installation costs have been verified they will remain in the original estimate by the Arts Liaison and the contractor.

One of the three original bike rack sites chosen for the bike rack project was Kofu Park. After the Council selected the three sites, some issues developed at Kofu Park requiring it to close. The bike rack selection was then moved to the library. Nancy Martinez, then Library Director, had previously requested a bike rack at the library so it seemed to be the logical choice for the move. However, the library site had different installation requirements that were not factored into the original budget.

The Art in Public Places liaison requested bids from three local concrete contractors for the library project. The lowest bid was from Popuch Concrete Contracting. The estimate of work is included in the Council Communication packet.

FISCAL IMPACT: \$1,850 from the developer-funded Art in Public Places fund.

FUNDING AVAILABLE: \$175,724 as of January 31, 2013; Art in Public Places Account No. 1214.

Jordan Ayers, Deputy City Manager

Jeff Hood
Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **PRCS Director, Jeff Hood** 5. DATE: **5/1/13**
 4. DEPARTMENT/DIVISION: **Parks, Recreation & Cultural Services**

| 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW | | | | | |
|--|--------|-------------|-----------|----------------------|-------------|
| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
| A. SOURCE OF FINANCING | 1214 | N/A | 3205 | Fund Balance | \$ 1,850.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| B. USE OF FINANCING | 1214 | 1214015 | 1820 | Bicycle Rack Project | \$ 1,850.00 |
| | | | | | |
| | | | | | |
| | | | | | |

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.

At the recommendation of the Art Advisory Board, Art in Public Places funds will be used to demolish the existing concrete bicycle pad and replace and prepare a new concrete pad for the future bike rack that was approved on August 1, 2012. Popuch Concrete Contracting was awarded the bid.

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. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROPRIATING \$1,850 FROM THE ART IN
PUBLIC PLACES FUND FOR WORK RELATED TO
LIBRARY BIKE RACK PROJECT

=====

WHEREAS, the Art Advisory Board seeks to use Art in Public Places funds to complete a bike rack project approved by the City Council on August 1, 2012; and

WHEREAS, the original appropriation of \$11,550 is not sufficient to complete the project due to higher than anticipated installation costs; and

WHEREAS, this additional work includes demolishing an existing concrete pad and pouring another in order to complete the project. The existing bike rack does not provide the safety factor for locking bikes needed and therefore it is rarely used; and

WHEREAS, the Art in Public Places liaison requested bids from three local concrete contractors for the library project; and

WHEREAS, the lowest bid was from Popuch Concrete Contracting; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate \$1,850 from the Art in Public Places Fund for work related to the library bike rack project.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving CalPERS Employer Paid Member Contributions

MEETING DATE: May 1, 2013

PREPARED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving CalPERS employer paid member contributions.

BACKGROUND INFORMATION: The City of Lodi is a member of the California Public Employees' Retirement System (CalPERS). Retirement contributions are segmented into employer-paid contributions and employee-paid contributions.

CalPERS requires that the City adopts the attached resolution stating the specific percentage the City will contribute towards each employee's employee-paid contribution amount. Since CalPERS recognizes employees through their employee category/bargaining group, the table below indicates the specific percentage the City will contribute towards employee-paid retirement by specific category/bargaining group. Effective July 8, 2013, the new amounts are as follows:

| <u>Employee Category/Bargaining Group</u> | <u>Percentage Employer Contributes to Employee-Paid Retirement</u> |
|---|--|
| Confidential – Non-exempt | 3.7% |
| Confidential – Exempt | 0% |
| Council Appointee | 0% |
| Council Members | 0% |
| Executive Management | 0% |
| General Services | 3.7% |
| Maintenance & Operators | 3.7% |
| Mid-Management | 0% |
| Fire | 3.7% |
| Fire Mid-Management | 3.0% |
| Police Mid-Management | 0% |
| Police | 3.0% |
| Dispatch | 1.0% |
| IBEW | 7.0% |

Bolded amounts represent changed amounts.

FISCAL IMPACT: Based on this action, Fiscal Year 13/14 CalPERS City-paid retirement costs for the units with change will decrease by \$183,000. This cost savings will be factored into the Fiscal Year 13/14 budget.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers, Deputy City Manager/Internal Services Director

Dean Gualco, Human Resources Manager

APPROVED: _____
Konradt Bartlam, City Manager

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the City of Lodi has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Lodi has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Government Code Section 20691 is the adoption by the governing body of the City of Lodi of a resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Lodi has identified the following conditions for the purpose of its election to pay EPMC, and this benefit shall apply to all employees as distinguished below:

| Safety Members | | |
|------------------------------|---|------------------------|
| Fire Mid-Management | Pay 6% of the normal member contributions as EPMC | Effective July 8, 2013 |
| Miscellaneous Members | | |
| Confidential Exempt | Pay 7% of the normal member contributions as EPMC | Effective July 8, 2013 |
| Mid-Management | Pay 7% of the normal member contributions as EPMC | Effective July 8, 2013 |
| Dispatch | Pay 6% of the normal member contributions as EPMC | Effective July 8, 2013 |

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi elects to pay EPMC, as set forth above.

Dated: May 1, 2013

ALAN NAKANISHI
Mayor

I hereby certify that Resolution No. 2013- was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System

MEETING DATE: May 1, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Receive report on resolution of the Public Works Emergency requiring the immediate repair of the Blakely Pool circulation system.

BACKGROUND INFORMATION: On April 3, 2013, the City Council made a finding that a public works emergency existed at the south pool at the Blakely Park pool complex, due to a massive leak (8,000 gallons per day) suspected in the circulation system. The council authorized the City Manager to execute a contract with Paragon Pools in an amount not to exceed \$20,000 and begin repair work as soon as possible.

Three leaks below-ground leaks were detected, including one that had created a significant void beneath the concrete pool deck. A large portion of the circulation system is being replaced. Additional information will be presented to the Council at the meeting.

Staff will provide the City Council a report on work performed to date. If the repair is not completed, the City Council will be asked to again declare the Public Works Emergency exists (Public Contract Code sections 20168 and 22050). A four-fifths vote will be required to permit the immediate expenditure of public money to safeguard life, health or property, and that the emergency will not permit a delay caused by bidding.

FISCAL IMPACT: Will be reported to City Council at the meeting.

FUNDING AVAILABLE: Will be reported to City Council at the meeting.

Jeff Hood
Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Support for AB 1229 (Atkins) and a Letter of Opposition to AB 325 (Alejo)

MEETING DATE: May 1, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Authorize the Mayor, on behalf of the City Council, to send a letter of support for AB 1229 (Atkins) and a letter of opposition to AB 325 (Alejo).

BACKGROUND INFORMATION: On April 18, 2013, the City received a request from the League of California Cities to support AB 1229 (Atkins) and oppose AB 325 (Alejo).

In regards to AB 1229, the Planning and Zoning Law authorizes the legislative body of any city or county to adopt ordinances regulating zoning within its jurisdiction. This bill would additionally authorize the legislative body of any city or county to adopt ordinances to establish, as a condition of development, inclusionary housing requirements and would declare the intent of the Legislature in adding this provision.

In regards to AB 325, the Planning and Zoning Law requires an action or proceeding against local zoning and planning decisions of a legislative body to be commenced and the legislative body to be served within a one year of accrual of the cause of action. When the action or proceeding is brought in connection with the development of housing increasing the community's supply of affordable housing, a cause of action accrues 60 days after notice is filed or the legislative body takes a final action in response to the notice, whichever occurs first. This bill would authorize the notice to be filed any time within 3 years after a specified action pursuant to existing law.

For the reasons stated above and in the attached draft correspondence, it is recommended that the City Council authorize the execution and delivery of the proposed correspondence.

FISCAL IMPACT: Not applicable at this time.

FUNDING AVAILABLE: Not applicable at this time.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager

Randi Johl

From: Randi Johl
Sent: Monday, April 22, 2013 02:38 PM
To: Randi Johl
Subject: FW: Letters needed

Attachments: AB 325 (Alejo) Action Alert 041513 (2).pdf; AB 325 Sample Letter.doc; AB 1229 (Atkins) Action Alert 041113b.docx; AB 1229 Sample support letter-FINAL.doc



AB 325 (Alejo)
Action Alert 04...



AB 325 Sample
Letter.doc (31 K...



AB 1229 (Atkins)
Action Alert ...



AB 1229 Sample
support letter-...

-----Original Message-----

From: Stephen R. Qualls [mailto:squalls@cacities.org]
Sent: Thursday, April 18, 2013 09:44 AM

Subject: Letters needed

Attached you will please find letters concerning AB 325 and AB 1229.

AB 325 (oppose), extends the statute of limitation for challenging certain housing or planning decisions. The current statute of limitations of 1 year and 150 days already exceeds the 90 days allowed for other planning decisions.

AB 1229 (support), returns the decision making process for inclusionary housing to local government. But this shouldn't be of concern only to those cities that have inclusionary housing elements. This should concern every city as it is a conduit to return local control to local government. Something that has been eroded lately by the Legislature in Sacramento.

These both need to be sent as soon as possible because AB 1229 is to be heard on May 17th and AB 325 on May 30th.

Please cc me when you send the letters.

Thank you for your support,

Stephen Qualls
Central Valley Regional Public Affairs Manager
League of California Cities
209-614-0118
Fax 209-883-0653
squalls@cacities.org<mailto:squalls@cacities.org>

To expand and protect local control for cities through education and advocacy in order to enhance the quality of life for all Californians.

<<http://www.cacities.org/AC>>

PLEASE DO NOT distribute political campaign advocacy information from public (city hall) computers, on city time, or using public resources, even if it's from your personal email account. If in doubt, check with your city attorney.

DisclaimerPlease Note: Please take the following precautions if this email is about a CITIPAC event. Though it is not illegal for you to receive this notice via a city e-mail address, you should not respond to it or forward it using public resources. You may however forward this message to your non-public e-mail account for distribution on non-public time. If you have questions about the event or need additional information, please contact Mike Egan at (916) 658-8271 or egan@cacities.org

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 1, 2013

The Honorable Norma Torres
Chair, Housing and Community Development Committee
California State Assembly
State Capitol Building, Room 2179
Sacramento, California 95814
Via Facsimile: (916) 319-2152

SUBJECT: AB 325 (Alejo). Land Use and Planning: Cause of Actions: Time Limitations. NOTICE OF OPPOSITION

Dear Assembly Member Torres:

The City of Lodi has taken a position of oppose on AB 325, which would expand the statute of limitations to file suit against a city's housing element to over four years.

Government Code Section 65009 states that legal action against a city or county "has a chilling effect on the confidence with which property owners and local governments can proceed with projects." In addition, "The purpose of this section is to provide certainty for property owners and local governments regarding decisions made pursuant to this division." Expanding the statute of limitations goes against the very purpose of this section with which this bill seeks to amend.

AB 325 is an attempt to expand the current statute of limitations without regard to whether a city's housing element follows the letter of the law or a jurisdiction fails to adopt a housing element entirely. Our city has worked hard to meet the state's statutory housing requirements. The possibility of a lawsuit looming over our head for over four years would have a devastating effect on development and our local economy.

For these reasons, the City of Lodi has an oppose position on AB 325.

Sincerely,

Alan Nakanishi
Mayor

C: Anya Lawler, Consultant, Assembly Housing and Community Development Committee (916-319-3182)
William Weber, Consultant, Assembly Republican Caucus (916-319-3902)
Kirstin Kolpitzke, League of California Cities
Stephen Qualls, League of California Cities

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

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KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 1, 2013

The Honorable Toni G. Atkins
Member, California State Assembly
State Capitol Building, Room 319
Sacramento, California 95814
Via Facsimile: (916) 319-2178

SUBJECT: AB 1229 (Atkins). Land Use: Zoning Regulations.
NOTICE OF SUPPORT

Dear Assembly Member Atkins:

The City of Lodi is pleased to support your AB 1229, which would restore cities' zoning authority for inclusionary housing.

In the appellate court decision, *Palmer/Sixth Street Properties L.P. v. City of Los Angeles*, 175 Cal. App. 4th 1396 (2009), the courts took a very broad interpretation of the Costa-Hawkins Act and its application on inclusionary housing ordinances, opining that inclusionary housing ordinances with regards to rental housing conflicted with and were preempted by the Costa-Hawkins Act. Costa-Hawkins was intended to restrict systems of rent control, not preclude rent restrictions on inclusionary housing.

Inclusionary housing programs are an important tool in the production of affordable new homes for working families. As a result, California's affordable housing stock continues to be severely diminished.

For these reasons, the City of Lodi supports AB 1229.

Sincerely,

Alan Nakanishi
Mayor

C: Anya Lawler, Consultant, Assembly Housing and Community Development
Committee (916-319-3182)
William Weber, Consultant, Assembly Republican Caucus (916-319-3902)
Kirstin Kolpitcke, League of California Cities
Stephen Qualls, League of California Cities

ASSEMBLY BILL

No. 325

Introduced by Assembly Member Alejo

February 13, 2013

An act to amend Sections 65009, 65589.3, and 65755 of the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

AB 325, as introduced, Alejo. Land use and planning: cause of actions: time limitations.

(1) The Planning and Zoning Law requires an action or proceeding against local zoning and planning decisions of a legislative body to be commenced and the legislative body to be served within a year of accrual of the cause of action, if it meets certain requirements. Where the action or proceeding is brought in support of or to encourage or facilitate the development of housing that would increase the community's supply of affordable housing, a cause of action accrues 60 days after notice is filed or the legislative body takes a final action in response to the notice, whichever occurs first.

This bill would authorize the notice to be filed any time within 3 years after a specified action pursuant to existing law. The bill would declare the intent of the Legislature that its provisions modify a specified court opinion. The bill would also provide that in that specified action or proceeding, no remedy pursuant to specified provisions of law abrogate, impair, or otherwise interfere with the full exercise of the rights and protections granted to a tentative map application or a developer, as prescribed.

(2) The Planning and Zoning Law establishes a rebuttable presumption, in any action filed on or after January 1, 1991, taken to

challenge the validity of a housing element, of the validity of a housing element or amendment if the Department of Housing and Community Development has found that the element or amendment substantially complies with specified provisions of existing law.

This bill would provide in any action brought against a city, county, or city and county to challenge the adequacy of a housing element, if a court finds that the adopted housing element or amended housing element for the current planning period substantially complies with specified provisions, that the element or amendment be deemed to satisfy any condition of a state-administered housing grant program requiring a department finding of housing element compliance.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. It is the intent of the Legislature in enacting
2 Section 2 of this act to modify the court's opinion in Urban Habitat
3 Program v. City of Pleasanton (2008) 164 Cal.App.4th 1561, with
4 respect to the interpretation of Section 65009 of the Government
5 Code.
- 6 SEC. 2. Section 65009 of the Government Code is amended
7 to read:
- 8 65009. (a) (1) The Legislature finds and declares that there
9 currently is a housing crisis in California and it is essential to
10 reduce delays and restraints upon expeditiously completing housing
11 projects.
- 12 (2) The Legislature further finds and declares that a legal action
13 or proceeding challenging a decision of a city, county, or city and
14 county has a chilling effect on the confidence with which property
15 owners and local governments can proceed with projects. Legal
16 actions or proceedings filed to attack, review, set aside, void, or
17 annul a decision of a city, county, or city and county pursuant to
18 this division, including, but not limited to, the implementation of
19 general plan goals and policies that provide incentives for
20 affordable housing, open-space and recreational opportunities, and
21 other related public benefits, can prevent the completion of needed
22 developments even though the projects have received required
23 governmental approvals.

1 (3) The purpose of this section is to provide certainty for
2 property owners and local governments regarding decisions made
3 pursuant to this division.

4 (b) (1) In an action or proceeding to attack, review, set aside,
5 void, or annul a finding, determination, or decision of a public
6 agency made pursuant to this title at a properly noticed public
7 hearing, the issues raised shall be limited to those raised in the
8 public hearing or in written correspondence delivered to the public
9 agency prior to, or at, the public hearing, except where the court
10 finds either of the following:

11 (A) The issue could not have been raised at the public hearing
12 by persons exercising reasonable diligence.

13 (B) The body conducting the public hearing prevented the issue
14 from being raised at the public hearing.

15 (2) If a public agency desires the provisions of this subdivision
16 to apply to a matter, it shall include in any public notice issued
17 pursuant to this title a notice substantially stating all of the
18 following: "If you challenge the (nature of the proposed action)
19 in court, you may be limited to raising only those issues you or
20 someone else raised at the public hearing described in this notice,
21 or in written correspondence delivered to the (public entity
22 conducting the hearing) at, or prior to, the public hearing."

23 (3) The application of this subdivision to causes of action
24 brought pursuant to subdivision (d) applies only to the final action
25 taken in response to the notice to the city or clerk of the board of
26 supervisors. If no final action is taken, then the issue raised in the
27 cause of action brought pursuant to subdivision (d) shall be limited
28 to those matters presented at a properly noticed public hearing or
29 to those matters specified in the notice given to the city or clerk
30 of the board of supervisors pursuant to subdivision (d), or both.

31 (c) (1) Except as provided in subdivision (d), no action or
32 proceeding shall be maintained in any of the following cases by
33 any person unless the action or proceeding is commenced and
34 service is made on the legislative body within 90 days after the
35 legislative body's decision:

36 (A) To attack, review, set aside, void, or annul the decision of
37 a legislative body to adopt or amend a general or specific plan.
38 This paragraph does not apply where an action is brought based
39 upon the complete absence of a general plan or a mandatory

1 element thereof, but does apply to an action attacking a general
2 plan or mandatory element thereof on the basis that it is inadequate.

3 (B) To attack, review, set aside, void, or annul the decision of
4 a legislative body to adopt or amend a zoning ordinance.

5 (C) To determine the reasonableness, legality, or validity of any
6 decision to adopt or amend any regulation attached to a specific
7 plan.

8 (D) To attack, review, set aside, void, or annul the decision of
9 a legislative body to adopt, amend, or modify a development
10 agreement. An action or proceeding to attack, review, set aside,
11 void, or annul the decisions of a legislative body to adopt, amend,
12 or modify a development agreement shall only extend to the
13 specific portion of the development agreement that is the subject
14 of the adoption, amendment, or modification. This paragraph
15 applies to development agreements, amendments, and
16 modifications adopted on or after January 1, 1996.

17 (E) To attack, review, set aside, void, or annul any decision on
18 the matters listed in Sections 65901 and 65903, or to determine
19 the reasonableness, legality, or validity of any condition attached
20 to a variance, conditional use permit, or any other permit.

21 (F) Concerning any of the proceedings, acts, or determinations
22 taken, done, or made prior to any of the decisions listed in
23 subparagraphs (A), (B), (C), (D), and (E).

24 (2) In the case of an action or proceeding challenging the
25 adoption or revision of a housing element pursuant to this
26 subdivision, the action or proceeding may, in addition, be
27 maintained if it is commenced and service is made on the
28 legislative body within 60 days following the date that the
29 Department of Housing and Community Development reports its
30 findings pursuant to subdivision (h) of Section 65585.

31 (d) (1) An action or proceeding shall be commenced and the
32 legislative body served within one year after the accrual of the
33 cause of action as provided in this ~~subdivision~~, *subdivision* if the
34 action or proceeding meets both of the following requirements:

35 (±)

36 (A) It is brought in support of or to encourage or facilitate the
37 development of housing that would increase the community's
38 supply of housing affordable to persons and families with low or
39 moderate incomes, as defined in Section 50079.5 of the Health
40 and Safety Code, or with very low incomes, as defined in Section

1 50105 of the Health and Safety Code, or middle-income
2 households, as defined in Section 65008 of this code. This
3 subdivision is not intended to require that the action or proceeding
4 be brought in support of or to encourage or facilitate a specific
5 housing development project.

6 ~~(2)~~

7 (B) It is brought with respect to actions taken pursuant to Article
8 10.6 (commencing with Section 65580) of Chapter ~~3 of this~~
9 ~~division, pursuant to 3, Section 65589.5, 65863.6, 65915, or~~
10 ~~66474.2 or pursuant to Chapter 4.2 (commencing with Section~~
11 ~~65913): 65913), or to challenge the adequacy of an ordinance~~
12 ~~adopted pursuant to Section 65915.~~

13 ~~A~~

14 (2) A cause of action brought pursuant to this subdivision shall
15 not be maintained until 60 days have expired following notice to
16 the city or clerk of the board of supervisors by the party bringing
17 the cause of action, or his or her representative, specifying the
18 deficiencies of the general plan, specific plan, or zoning ordinance.
19 A cause of action brought pursuant to this subdivision shall accrue
20 60 days after notice is filed or the legislative body takes a final
21 action in response to the notice, whichever occurs first. *This notice*
22 *may be filed at any time within three years after an action*
23 *described in subparagraph (B) of paragraph (1).* A notice or cause
24 of action brought by one party pursuant to this subdivision shall
25 not bar filing of a notice and initiation of a cause of action by any
26 other party.

27 (3) *After the adoption of a housing element covering the current*
28 *planning period, no action shall be filed pursuant to this*
29 *subdivision to challenge a housing element covering a prior*
30 *planning period.*

31 (e) Upon the expiration of the time limits provided for in this
32 section, all persons are barred from any further action or
33 proceeding.

34 (f) Notwithstanding Sections 65700 and 65803, or any other
35 provision of law, this section shall apply to charter cities.

36 (g) Except as provided in subdivision (d), this section shall not
37 affect any law prescribing or authorizing a shorter period of
38 limitation than that specified herein.

39 (h) Except as provided in paragraph (4) of subdivision (c), this
40 section shall be applicable to those decisions of the legislative

1 body of a city, county, or city and county made pursuant to this
2 division on or after January 1, 1984.

3 SEC. 3. Section 65589.3 of the Government Code is amended
4 to read:

5 65589.3. (a) In any action filed on or after January 1, 1991,
6 taken to challenge the validity of a housing element, there shall
7 be a rebuttable presumption of the validity of the element or
8 amendment if, pursuant to Section 65585, the department has found
9 that the element or amendment substantially complies with the
10 requirements of this article.

11 (b) *In any action brought against a city, county, or city and*
12 *county to challenge the adequacy of a housing element, if a court*
13 *finds that the adopted housing element or amended housing element*
14 *for the current planning period substantially complies with all of*
15 *the requirements of this article, including, but not limited to, the*
16 *requirements for public participation set forth in paragraph (7)*
17 *of subdivision (c) of Section 65583, the element or amendment*
18 *shall be deemed to satisfy any condition of a state-administered*
19 *housing grant program requiring a department finding that the*
20 *housing element substantially complies with the requirements of*
21 *this article.*

22 SEC. 4. Section 65755 of the Government Code is amended
23 to read:

24 65755. (a) The court shall include, in the order or judgment
25 rendered pursuant to Section 65754, one or more of the following
26 provisions for any or all types or classes of developments or any
27 or all geographic segments of the city, county, or city and county
28 until the city, county, or city and county has substantially complied
29 with the requirements of Article 5 (commencing with Section
30 65300):

31 (1) Suspend the authority of the city, county, or city and county
32 pursuant to Division 13 (commencing with Section 17910) of the
33 Health and Safety Code, to issue building permits, or any category
34 of building permits, and all other related permits, except that the
35 city, county, or city and county shall continue to function as an
36 enforcement agency for review of permit applications for
37 appropriate codes and standards compliance, prior to the issuance
38 of building permits and other related permits for residential housing
39 for that city, county, or city and county.

1 (2) Suspend the authority of the city, county, or city and county,
2 pursuant to Chapter 4 (commencing with Section 65800) to grant
3 any and all categories of zoning changes, variances, or both.

4 (3) Suspend the authority of the city, county, or city and county,
5 pursuant to Division 2 (commencing with Section 66410), to grant
6 subdivision map approvals for any and all categories of subdivision
7 map approvals.

8 (4) Mandate the approval of all applications for building permits,
9 or other related construction permits, for residential housing where
10 a final subdivision map, parcel map, or plot plan has been approved
11 for the project, where the approval will not impact on the ability
12 of the city, county, or city and county to properly adopt and
13 implement an adequate housing element, and where the permit
14 application conforms to all code requirements and other applicable
15 provisions of law except those zoning laws held to be invalid by
16 the final court order, and changes to the zoning ordinances adopted
17 after such final court order which were enacted for the purpose of
18 preventing the construction of a specific residential development.

19 (5) Mandate the approval of any or all final subdivision maps
20 for residential housing projects which have previously received a
21 tentative map approval from the city, county, or city and county
22 pursuant to Division 2 (commencing with Section 66410) when
23 the final map conforms to the approved tentative map, the tentative
24 map has not expired, and where approval will not impact on the
25 ability of the city, county, or city and county to properly adopt and
26 implement an adequate housing element.

27 (6) Mandate that notwithstanding the provisions of Sections
28 66473.5 and 66474, any tentative subdivision map for a residential
29 housing project shall be approved if all of the following
30 requirements are met:

31 (A) The approval of the map will not significantly impair the
32 ability of the city, county, or city and county to adopt and
33 implement those elements or portions thereof of the general plan
34 which have been held to be inadequate.

35 (B) The map complies with all of the provisions of Division 2
36 (commencing with Section 66410), except those parts which would
37 require disapproval of the project due to the inadequacy of the
38 general plan.

1 (C) The approval of the map will not affect the ability of the
2 city, county, or city and county to adopt and implement an adequate
3 housing element.

4 (D) The map is consistent with the portions of the general plan
5 not found inadequate and the proposed revisions, if applicable, to
6 the part of the plan held inadequate.

7 (b) Any order or judgment of a court which includes the
8 remedies described in paragraphs (1), (2), or (3) of subdivision (a)
9 shall exclude from the operation of that order or judgment any
10 action, program, or project required by law to be consistent with
11 a general or specific plan if the court finds that the approval or
12 undertaking of the action, program, or project complies with both
13 of the following requirements:

14 (1) That it will not significantly impair the ability of the city,
15 county, or city and county to adopt or amend all or part of the
16 applicable plan as may be necessary to make the plan substantially
17 comply with the requirements of Article 5 (commencing with
18 Section 65300) in the case of a general plan, or Article 8
19 (commencing with Section 65450) in the case of a specific plan.

20 (2) That it is consistent with those portions of the plan
21 challenged in the action or proceeding and found by the court to
22 substantially comply with applicable provisions of law.

23 The party seeking exclusion from any order or judgment of a
24 court pursuant to this subdivision shall have the burden of showing
25 that the action, program, or project complies with paragraphs (1)
26 and (2).

27 (c) *Notwithstanding Section 65754.4 or subdivisions (a) and*
28 *(b), in any action or proceeding brought pursuant to subdivision*
29 *(d) of Section 65009, no remedy pursuant to this section or*
30 *injunction pursuant to Section 65754.5 shall abrogate, impair, or*
31 *otherwise interfere with the full exercise of the rights and*
32 *protections granted to (1) an applicant for a tentative map pursuant*
33 *to Section 66474.2, or (2) a developer pursuant to Sections 65866*
34 *and 66498.1.*

O

ASSEMBLY BILL

No. 1229

**Introduced by Assembly Member Atkins
(Principal coauthor: Assembly Member Mullin)
(Principal coauthor: Senator Leno)**

February 22, 2013

An act to amend Section 65850 of the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

AB 1229, as introduced, Atkins. Land use: zoning regulations.

The Planning and Zoning Law authorizes the legislative body of any city or county to adopt ordinances regulating zoning within its jurisdiction, as specified.

This bill would additionally authorize the legislative body of any city or county to adopt ordinances to establish, as a condition of development, inclusionary housing requirements, as specified, and would declare the intent of the Legislature in adding this provision. The bill would also make a technical, nonsubstantive change.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 65850 of the Government Code is
- 2 amended to read:
- 3 65850. The legislative body of any county or city may, pursuant
- 4 to this chapter, adopt ordinances that do any of the following:

- 1 (a) Regulate the use of buildings, structures, and land as between
2 industry, business, residences, open space, including agriculture,
3 recreation, enjoyment of scenic beauty, use of natural resources,
4 and other purposes.
- 5 (b) Regulate signs and billboards.
- 6 (c) Regulate all of the following:
- 7 (1) The location, height, bulk, number of stories, and size of
8 buildings and structures.
- 9 (2) The size and use of lots, yards, courts, and other open spaces.
- 10 (3) The percentage of a lot which may be occupied by a building
11 or structure.
- 12 (4) The intensity of land use.
- 13 (d) Establish requirements for ~~offstreet~~ *off-street* parking and
14 loading.
- 15 (e) Establish and maintain building setback lines.
- 16 (f) Create civic districts around civic centers, public parks,
17 public buildings, or public grounds, and establish regulations for
18 those civic districts.
- 19 *(g) Establish, as a condition of development, inclusionary*
20 *housing requirements, which may require the provision of*
21 *residential units affordable to, and occupied by, owners or tenants*
22 *whose household incomes do not exceed the limits for lower*
23 *income, very low income, or extremely low income households*
24 *specified in Sections 50079.5, 50105, and 50106 of the Health and*
25 *Safety Code.*
- 26 SEC. 2. The Legislature finds and declares all of the following:
- 27 (a) Inclusionary housing ordinances have provided quality
28 affordable housing to over 80,000 Californians, including the
29 production of an estimated 30,000 units of affordable housing in
30 the last decade alone.
- 31 (b) Since the 1970s, over 170 jurisdictions have enacted
32 inclusionary housing ordinances to meet their affordable housing
33 needs.
- 34 (c) While many of these local programs have been in place for
35 decades, the recent decision in *Palmer/Sixth Street Properties, L.P.*
36 *v. City of Los Angeles* (2009) 175 Cal.App.4th 1396, has created
37 uncertainty and confusion for local governments regarding the
38 future viability of this important local land use tool.
- 39 (d) It is the intent of the Legislature to reaffirm the authority of
40 local jurisdictions to enact and enforce these ordinances.

1 (e) The Legislature declares its intent in adding subdivision (g)
2 to Section 65850 of the Government Code, pursuant to Section 1
3 of this act, to supersede any holding or dicta in *Palmer/Sixth Street*
4 *Properties, L.P. v. City of Los Angeles* (2009) 175 Cal.App.4th
5 1396, to the extent that the opinion in that case conflicts with that
6 subdivision. This act shall not otherwise be construed to enlarge
7 or diminish the authority of a jurisdiction beyond those powers
8 that existed as of July 21, 2009.

O



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution of Intent to Vacate Pedestrian Access Between Holly Drive and Daisy Avenue, East of Ham Lane, and Set Public Hearing for June 5, 2013

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt Resolution of Intent to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, and set a public hearing for June 5, 2013.

BACKGROUND INFORMATION: The proposed vacation is requested by Mr. Tom Ushing, who resides at 700 Daisy Avenue. The proposed vacation is a 10-foot wide pedestrian access surrounded by four residential properties located at 700 Daisy Avenue, 648 Daisy Avenue, 915 Holly Drive and 909 Holly Drive, as shown on Exhibits A and B.

The pedestrian access was dedicated to the City in 1955 as part of the Bel Air Estates Subdivision and was intended for use by George Washington Elementary School students living north of Holly Drive as a "short cut" to get to school. Recently, Lodi Unified School District modified the school boundaries so that students residing north of Holly Drive are now within the Lakewood School boundary, as shown on Exhibit C. Public Works staff contacted Lodi Unified School District and received support for the proposed vacation, as reflected in the attached email (Exhibit D).

The request is primarily driven by property owners tired of dealing with increased transient use, graffiti, fights and even motorcycle use. However, the pedestrian access crosses the Union Pacific Railroad tracks without any safety measures for pedestrians, leaving the City liable to injury lawsuits.

On July 9, 2012, staff notified the four adjacent property owners in writing of the terms and conditions of the proposed vacation. The property owners will be required to remove the existing fencing, possibly the pavement and replace the fencing at the owners' expense. Three property owners responded with letters stating they would like to participate in the acquisition from the City. The home owners at 700 and 648 Daisy Avenue have both accepted and will receive half (five feet) of the City property. Of the two Holly Drive home owners, only the one at 915 Holly Drive wanted to participate and will therefore receive the entire City property (10 feet) located between 915 and 909 Holly Drive.

No public or private utilities are located within the 10-foot wide pedestrian access. All public and private utility companies have been contacted in writing and have approved the vacation of the pedestrian access.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Associate Engineer
FWS/CRB/pmf
Attachments
cc: Charlie Swimley, City Engineer/Deputy Public Works Director
Denise Wiman, Senior Engineering Technician

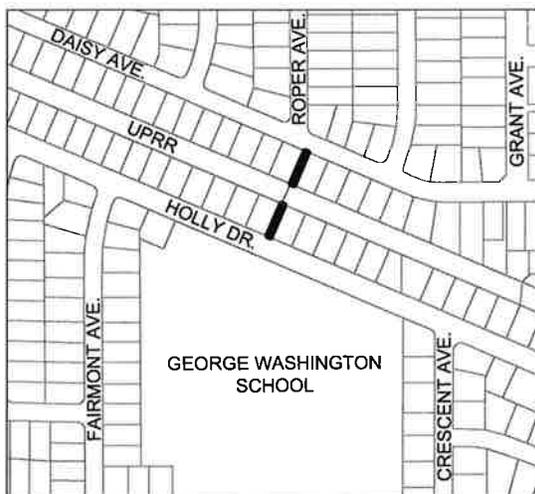
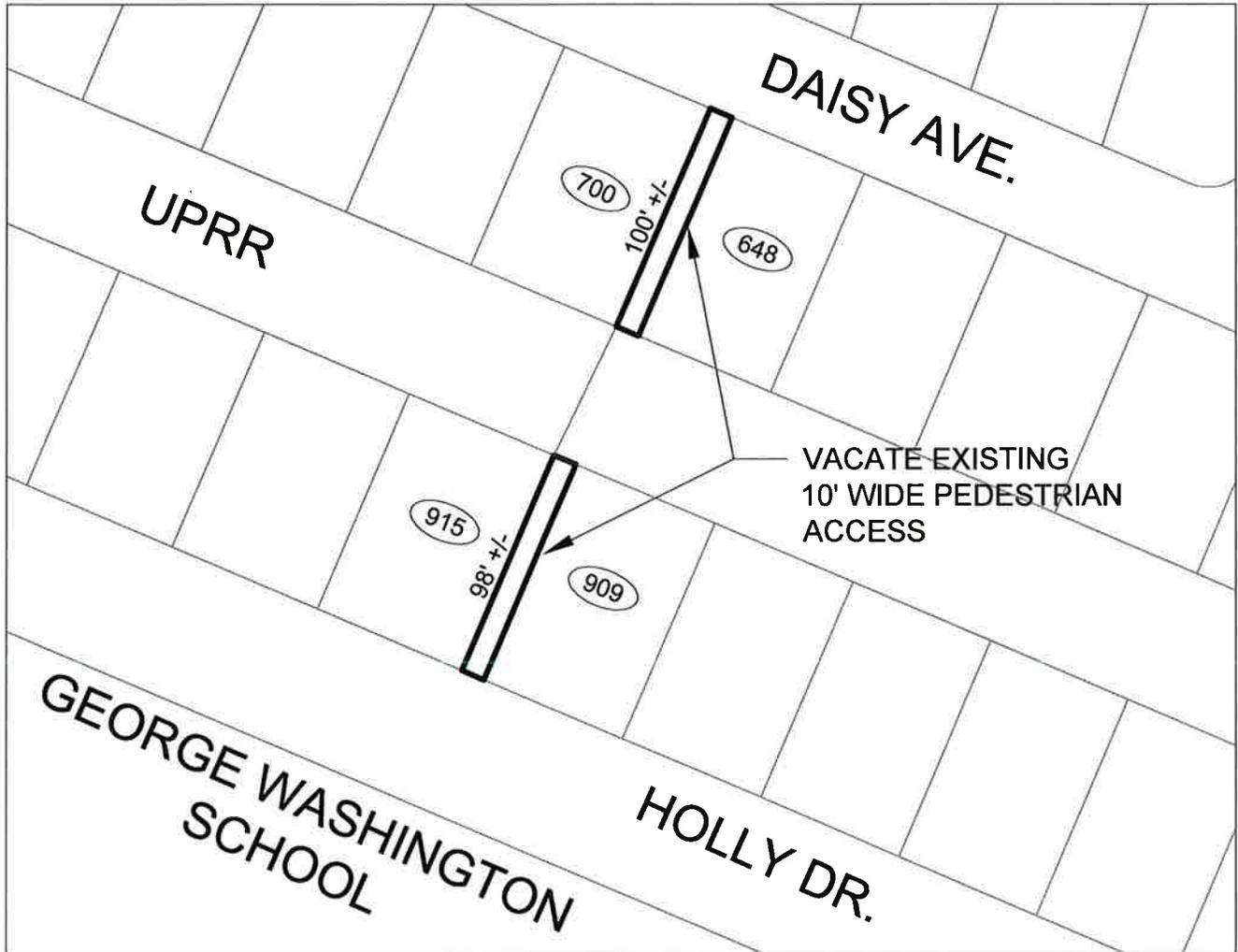
APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A DAISY AVE AND HOLLY DR VACATE PEDESTRIAN ACCESS



VICINITY MAP



N.T.S.

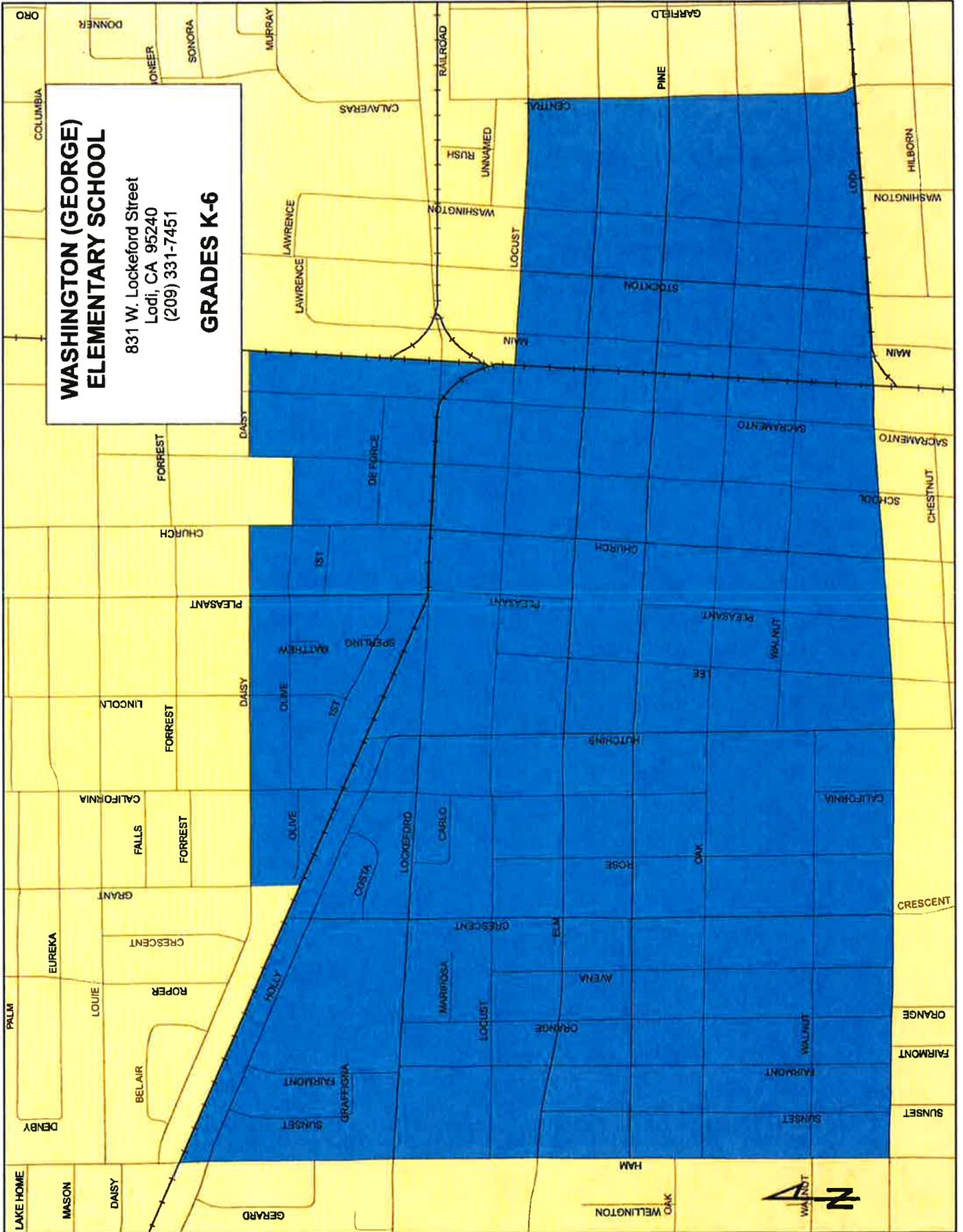


PROPOSED "WALKWAY" EASEMENT ABANDONMENT

Legend

 "Walkway" alley to be abandoned





Chris Boyer

From: Vickie Brum (Facility Planning) [vbrum@lodi.usd.net]
Sent: Monday, December 12, 2011 09:01 AM
To: Chris Boyer
Subject: Walkway Easement Abandonment

Follow Up Flag: Follow up
Flag Status: Flagged

Chris,
The District supports the City of Lodi quest to abandon the walkway easement off Daisy Avenue.
Let me know what you need the District to do to make this happen.
Sincerely,

*Vickie Brum
Planning Analyst II
Facilities and Planning
PHONE: 209.331.7223
FAX: 209.331.7229
EMAIL: vbrum@lodi.usd.net*

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING
ITS INTENTION TO VACATE THE PEDESTRIAN ACCESS
BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF
HAM LANE, AND TO SET A PUBLIC HEARING SO ALL
PERSONS INTERESTED IN OR OBJECTING TO THE
PROPOSED ABANDONMENT CAN BE HEARD

=====

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

It is the intention of the City Council of the City of Lodi, acting in accordance with the provisions of Section 8300 et seq. of the Streets and Highways Code of the State of California, to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, as shown on Exhibit A attached hereto and thereby made a part hereof.

Reference is hereby made to a map or plan on file in the office of the City Clerk of the City of Lodi for the particulars as to the proposed vacation.

BE IT FURTHER RESOLVED that this City Council does hereby fix Wednesday, June 5, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where all persons interested in or objecting to this proposed vacation may appear before this City Council and be heard; and

BE IT FURTHER RESOLVED that the Public Works Director shall cause to be posted notices of vacation conspicuously along the line of the portion of street hereinabove described and proposed to be vacated in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

BE IT FURTHER RESOLVED that copies of this resolution shall be published for at least two successive weeks prior to June 5, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

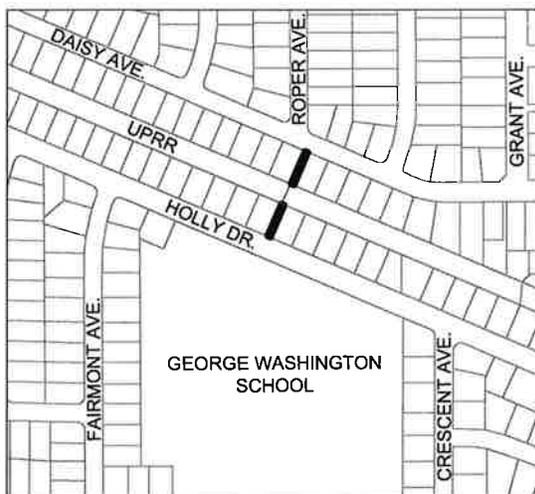
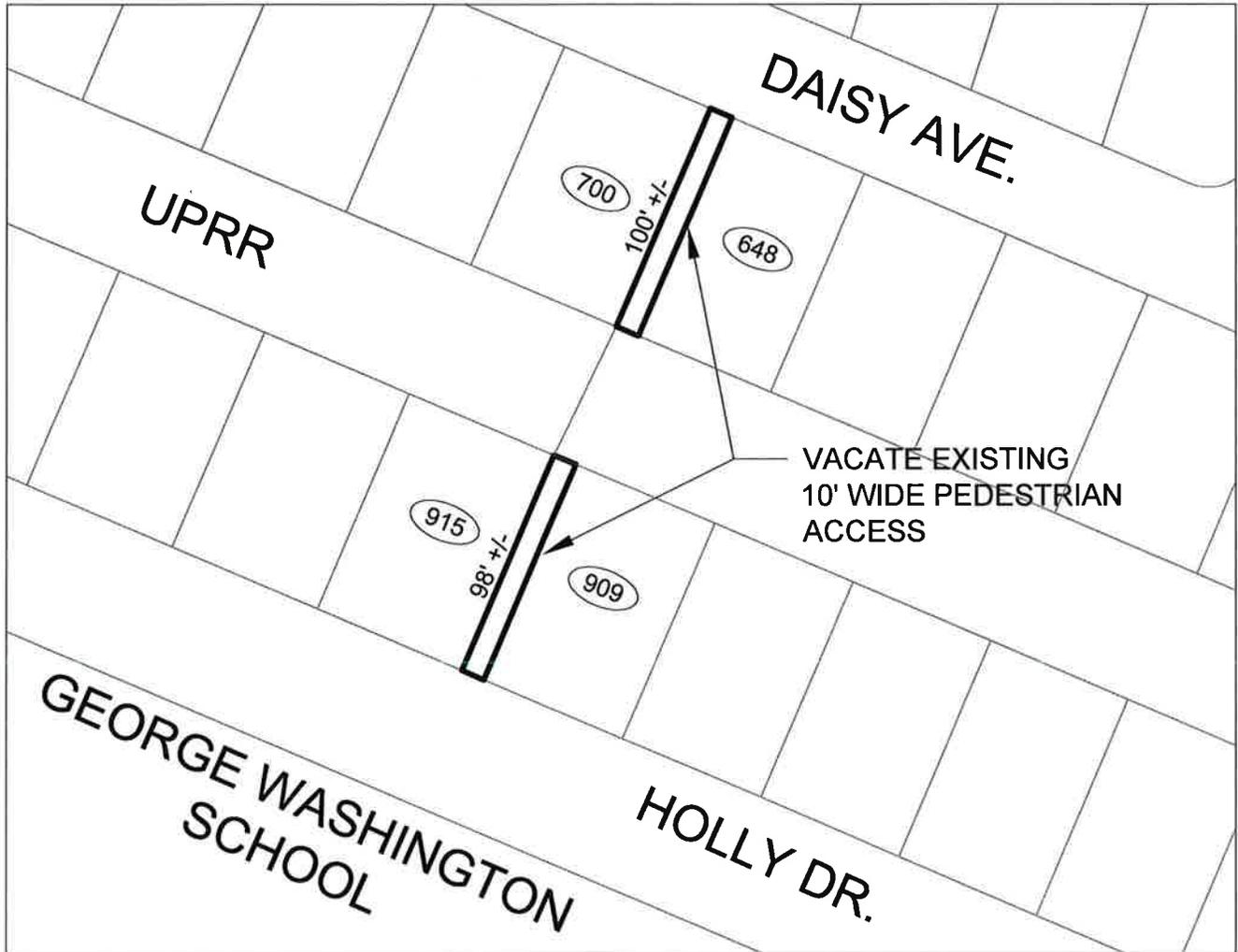
RANDI JOHL
City Clerk



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A DAISY AVE AND HOLLY DR VACATE PEDESTRIAN ACCESS



VICINITY MAP



N.T.S.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for May 15, 2013, to Consider Revisions to the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Required Schedule

MEETING DATE: May 1, 2013

PREPARED BY: City Manager

RECOMMENDED ACTION: Set Public Hearing for May 15, 2013, to consider revisions to the Growth Management Ordinance by expiring unused allocations and suspending the required schedule.

BACKGROUND INFORMATION: The City's Growth Management Program was instituted in 1991. The allocation system gives priority through point assignments to projects that reduce impacts on services, infrastructure, and resources. The ordinance sets an annual growth limit of two percent of the City's population, compounded annually. Once the amount of allocation units is figured, the City requires that the allocation of units be distributed among housing types as follows; 65 percent low density, 10 percent medium density and 25 percent high density.

The Growth Management Ordinance includes a priority location area and a point system to assist the City with prioritizing issuance of growth management allocations. The priority location area designates lands available for development and provides development categories of one, two or three, with Priority Area 1 being the first priority area for development. The priority areas are based on availability of city services (e.g., water, wastewater, storm drains, streets, police, fire and parks). The point system was established to rate projects based on various project merits in order to determine if one project should be approved before another, particularly if there are more allocation requests than there are available allocations. However, because the City has had only one growth management allocation request of 12 units since 2006, surplus allocations have accumulated at a fairly rapid pace. The table below provides the numerical history of the program.

| Density | Available Allocations | | |
|-----------------|-----------------------------|---------------------------|-----------------------------|
| | Scheduled from 1989-2012 | Granted from 1989-2012 | Remaining from 1989-2012 |
| Low (0.1-7) | 6,648 | 2,893 | 3,755 |
| Medium (7.1-20) | 1,023 | 466 | 557 |
| High (20.1-30) | 2,557 | 0 | 2,557 |
| TOTAL | 10,228 | 3,359 | 6,869 |

APPROVED: _____
Konradt Bartlam, City Manager

The table does not reflect the units that will be added as a result of the 2013 population estimate. This number is calculated once we receive the estimate from the State Department of Finance in the Spring. In 2012, the total was 447 allocations.

The Public Hearing will provide community input for two recommendations. The first is to expire a quantity of unused allocations and the second to suspend the established schedule for the allocation program.

FISCAL IMPACT: Not Applicable

Konradt Bartlam
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

TM

AGENDA TITLE: Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20. – Electrical Service – by Adding Section 13.20.330 “Schedule IE” Industrial Equipment Pilot Charging Rate

MEETING DATE: May 1, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Public Hearing to consider introducing an ordinance amending Lodi Municipal Code Chapter 13.20. – Electrical Service – by adding Section 13.20.330 “Schedule IE” Industrial Equipment Pilot Charging Rate.

BACKGROUND INFORMATION: Staff is recommending the creation and implementation of the Lodi Industrial Equipment Pilot Charging Rate. This rate would be provided to large commercial and industrial customers that own, operate and store electric, battery rechargeable industrial equipment at their Lodi properties. Such equipment is defined as any piece of industrial equipment such as, but not limited to, forklifts, telescopic forklifts, forklifts with drum handlers, pivoting jib boom cranes, transfer carts and forklift stackers that operate on a minimum 12 volt rechargeable battery. This new rate is proposed to serve as a business development tool, while helping to reduce peak hour charging.

The proposed rate is \$0.10427/kilowatt hour, and this rate is offered from 10 p.m. to 6 a.m., Monday through Friday, and 24 hours on weekends and national holidays. In the event a customer opts to charge such industrial equipment between 6 a.m. and 10 p.m., the electric rate charged will be \$0.3300/kilowatt hour. The customer will be required to install a separate electric meter to be eligible for this industrial equipment charging rate. The proposed “Schedule IE” is attached for reference.

In the electric utility industry, concerns are mounting over the impacts of rechargeable battery-operated equipment and electric vehicles on local electric distribution systems. The concern stems from the potential of customers over-loading certain electric transformers by charging said devices during peak energy usage times. By providing a rate incentive for off-peak recharging, the utility will potentially experience less stress on the distribution system during times when energy is in its greatest demand.

This new rate would be offered as a pilot from July 1, 2013 to June 30, 2015.

FISCAL IMPACT: The magnitude of the financial impact for the proposed Lodi Industrial Equipment Pilot Charging Rate will be dependent upon the total number of participants.

FUNDING: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager
EAK/RSL/lst

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE IE

INDUSTRIAL EQUIPMENT CHARGING SERVICE

APPLICABILITY:

This schedule is applicable to all single-phase or three-phase commercial and industrial customers separately metered by the City of Lodi. This schedule shall only be available to customers who purchase and install a separate electric meter dedicated to charging rechargeable battery industrial equipment ("IE Meter").

The minimum charge is \$5.00. Between the hours of 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends) the charge for a meter dedicated exclusively to charging rechargeable battery industrial equipment shall be a flat rate of \$0.10427/kWh plus the ECA set forth in Section 13.20.175 of this Code ("ECA"). At all other times, the charge shall be a flat rate of \$0.33000/kWh plus the ECA.

This Schedule IE may not be combined with any other electric rate or rate discount on the IE meter and all surcharges, including, but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall be in addition to this rate schedule.

The Rate Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

RATES:

Minimum Charge..... \$5.00

| | |
|----------------------------------|-----------|
| IE Charging period (per kWh) | \$0.10427 |
| Non-IE Charging period (per kWh) | \$0.33000 |

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE IE

INDUSTRIAL EQUIPMENT CHARGING SERVICE

DEFINITION OF TIME PERIODS:

Times of the day are defined as follows:

IE Charging period: 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends)

Non-IE Charging period: 6:00 a.m. to 10:00 p.m. Monday through Friday (excluding City observed holidays)

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL
SERVICE – BY ADDING SECTION 13.20.330 “SCHEDULE IE”
INDUSTRIAL EQUIPMENT PILOT CHARGING SERVICE RATE

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.330. "Schedule IE" Industrial Equipment Charging Service," is hereby added to read as follows:

APPLICABILITY:

This schedule is applicable to all single-phase or three-phase commercial and industrial customers separately metered by the City of Lodi. This schedule shall only be available to customers who purchase and install a separate electric meter dedicated to charging rechargeable battery industrial equipment ("IE Meter").

The minimum charge is \$5.00. Between the hours of 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends) the charge for a meter dedicated exclusively to charging rechargeable battery industrial equipment shall be a flat rate of \$0.10427/kWh plus the ECA set forth in Section 13.20.175 of this Code ("ECA"). At all other times, the charge shall be a flat rate of \$0.33000/kWh plus the ECA.

This Schedule IE may not be combined with any other electric rate or rate discount on the IE meter and all surcharges, including, but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall be in addition to this rate schedule.

The Rate Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

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

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

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

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held May 1, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



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

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

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER CREATION OF THE LODI INDUSTRIAL
EQUIPMENT PILOT CHARGING RATE

PUBLISH DATE: SATURDAY, APRIL 20, 2013

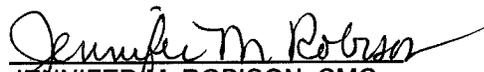
LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, APRIL 18, 2013

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

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

Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
LNS _____ Phoned to confirm receipt of all pages at _____ (time) _____ JMR _____ MB (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER CREATION OF THE LODI INDUSTRIAL EQUIPMENT PILOT CHARGING RATE

On Thursday, April 18, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider creation of the Lodi Industrial Equipment Pilot Charging Rate (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on April 18, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**



JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: May 1, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, May 1, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

a) Creating the Lodi Industrial Equipment Pilot Charging Rate.

Information regarding this item may be obtained in the Electric Utility Department, 1331 South Ham Lane, Lodi, (209) 333-6762. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

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

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: April 17, 2013

Approved as to form:

D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Adopting a Resolution Approving the Final 2013/14 Action Plan for the Community Development Block Grant Program

MEETING DATE: May 1, 2013

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Public hearing to consider adopting a Resolution approving the Final 2013/14 Action Plan for the Community Development Block Grant Program.

BACKGROUND INFORMATION: The 2013/14 Action Plan is the annual implementing document that provides a detailed description of each activity proposed for the fiscal year, as well as the City's CDBG budget and goals for the fiscal year.

The City expects to receive an estimated \$597,871 in CDBG funds from the federal government for the coming fiscal year, a 5.1 percent reduction from 2012/13 that is based upon the most recent sequestration cuts.

As per federal regulations, the Action Plan documents that were drafted following the City Council's action on March 20, 2013, and are attached to this staff report as Exhibit A, have been available for public review and comment the past 30 days. During that period, one letter was received from the Lodi community voicing support for the funding of the Spay/Neuter Program. That letter and staff's response to it, which are attached as Exhibit B, and any other comments received during this second Public Hearing, will be incorporated into the Final Annual Action Plan document which will be forwarded to the U.S Department of Housing and Urban Development (HUD) for approval. The City Council should authorize staff to make minor changes to the Consolidated Plan documents in response to notification of our actual allocation amount and comments received and deemed necessary by HUD.

CDBG funds can be used for a wide range of community development projects as long as they meet a national objective. The national objectives are 1) to address the needs of low- to moderate-income persons, 2) to eliminate slum or blighted conditions, and 3) to resolve an urgent need. During the program year that begins July 1, 2013, the City plans to fund public facilities improvements, infrastructure, public services, program administration, and the removal of material and architectural barriers which restrict the mobility and accessibility of elderly or handicapped persons to publicly-owned and privately-owned buildings, facilities, and improvements.

APPROVED: _____
Konradt Bartlam, City Manager

Using a combination of CDBG, State HOME and other funding sources, the City's key objectives for the 2013-14 funding period include the following:

- Improve the ability of elderly and disabled residents to access their homes, the City's public facilities, and City streets and sidewalks.
- Increase the supply of affordable housing.
- Improve the condition of the City's housing stock.
- Improve public facilities benefiting low-income areas and targeted low-income populations.
- Remove blighting influences in low-income areas.
- Support community organizations to make improvements to their facilities.
- Assist community-based organizations to provide fair housing and basic needs programs to target-income residents.

CDBG Funding Recommendations

Funding recommendations for the following categories: Planning & Administration, City projects, City service programs, community-based organization (CBO) projects, and CBO service programs, are listed below, with additional detail on the applicants and recommendations in Exhibit C (Summary of Final 2013/14 Recommendations) and Exhibit D (Distribution of 2013/14 CDBG Allocation).

PROGRAM ADMINISTRATION \$119,574

CITY CAPITAL PROJECTS (\$215,000)

- ADA Retrofit Improvements (\$100,000)
- Hutchins Street Square – South Entrance ADA (\$75,000)
- Kofu Park ADA Improvements (\$40,000)

CITY SERVICE PROGRAMS (\$62,000)

- Spay/Neuter Program (\$20,000)
- Graffiti Abatement (\$42,000)

CBO CAPITAL PROJECTS (\$173,617)

- LOEL Center – Demo 125 S. Washington – Phase II (\$155,617)
- Housing Authority – Window Replacement (\$18,000)

CBO SERVICE PROGRAMS (\$27,680)

- San Joaquin Fair Housing – Fair Housing Services (\$18,000)
- Second Harvest Food Bank - Food Assistance Programs (\$8,180)
- Emergency Food Bank – Mobile Farmer's Market (\$1,500)

The Final Action Plan document must be adopted and submitted to HUD no later than May 15, 2013 in order to receive funding beginning July 1, 2013.

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

FUNDING AVAILABLE: 2013/14 Community Development Block Grant

Jordan Ayers, Deputy City Manager

Konradt Bartlam
Community Development Director

KB/jw

Attachments:

- Exhibit A – Draft Annual Action Plan with Attachments
- Exhibit B – Public Comment letter and Staff Response
- Exhibit C – Summary of Final 2013/14 Recommendations
- Exhibit D – Distribution of 2013/14 Allocation



CITY OF LODI

2013-14 CDBG ANNUAL ACTION PLAN



PUBLIC REVIEW DRAFT

APRIL 1, 2013

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TABLES

Table 1 Proposed CDBG Activities and Projects Program
Year 2013-14

EXHIBITS

Exhibit A -- Location of Proposed Projects in Target Areas

Exhibit B -- Location of Proposed Projects in Minority Areas

APPENDICES

(in final plan only)

Appendix A – Form SF424 Application for Federal Assistance

Appendix B – Certifications

Appendix C – City Council Resolutions

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I. EXECUTIVE SUMMARY

The 2013-14 Action Plan is a one-year plan to address housing and community development needs in the City of Lodi, with a particular focus on the needs of low-income households. This is the fifth year of the implementation of the five-year Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by the Neighborhood Services Division in the Community Development Department.

The City estimates that it will receive \$597,871 from the federal Community Development Block Grant (CDBG) program. Unexpended prior year funds to be used in the 2013-14 program year are estimated to be \$134,685. Uncommitted funds will be re-allocated through the mid-year amendment in the fall of 2013. This amounts to total resources of \$732,556.00 for the 2013-14 program year.

The City plans to meet its community development and housing needs by also applying for other grant funding sources, including HOME and CalHOME funds available through the California Department of Housing and Community Development.

City staff encouraged citizen participation throughout the Action Plan process. This included consulting local organizations, holding public meetings, and encouraging public comment during the public review period. Using research and input from the public, City staff formulated the objectives and outcomes that are briefly described below.

OBJECTIVES

The City's key objectives for the 2013-14 funding period include the following:

- Improve the ability of elderly and disabled residents to access their homes, the City's public facilities, and City streets and sidewalks.
- Increase the supply of affordable housing.
- Improve the condition of the City's housing stock.
- Improve public facilities benefiting low-income areas and targeted low-income populations.
- Remove blighting influences in low-income areas.
- Support community organizations to make improvements to their facilities.
- Assist community-based organizations to provide fair housing and basic needs programs to target-income residents.

OUTCOMES

Housing

The City will fund the weatherization of the Housing Authority's six-unit apartment complex in Lodi.

Public Facilities

Barriers to the disabled and elderly will be removed as part of public facility, parks and right-of-way improvement projects. Public facility and parks improvements will also benefit low-income areas and target populations (elderly, homeless and disabled), and remove blighting influences.

Public Services

Public service programs will reduce blight, reduce hazards to health and safety, and meet basic human needs.

LEAD AGENCY

The Neighborhood Services Division, within the Community Development Department, serves as the lead agency for the administration of CDBG funds. Questions regarding this Action Plan should be directed to the staff within this division at:

CDBG Program Administrator
City of Lodi
221 W. Pine Street, PO Box 3006
Lodi, CA 95241
209-333-6711

PUBLIC REVIEW AND COMMENT

This plan was made available for public review during a public comment period from April 1, 2013 to May 1, 2013. A public notice announcing its availability was published in the *Lodi News-Sentinel* on March 5, 2013. Public hearings on the Action Plan were held on March 20 and May 1, 2013 at the Lodi City Council meeting. Public comment received is summarized in **Appendix D**.

II. INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) requires all government entities receiving federal Community Development Block Grant (CDBG) funds to prepare an annual Action Plan. The Action Plan outlines funding priorities and discusses how activities will meet the community needs identified in the 2009-2014 Consolidated Plan. The activities described in this Action Plan are proposed to be undertaken during the period between July 1, 2013 and June 30, 2014. Some activities such as facility and right-of-way improvements may take longer to complete.

The major objectives of activities undertaken during the 2013-2014 funding year will be to:

- Improve the ability of elderly and disabled residents to access their homes, the City's public facilities, and City streets and sidewalks.
- Increase the supply of affordable housing.
- Improve the condition of the City's housing stock.
- Improve public facilities benefiting low-income areas and targeted low-income populations.
- Remove blighting influences in low-income areas.
- Support community organizations to make improvements to their facilities.
- Assist community-based organizations to provide fair housing and food assistance programs to target-income residents.

RESOURCES

The City estimates that it will receive \$597,871 from the federal Community Development Block Grant (CDBG) program. Unexpended prior year funds to be used in the 2013-14 program year are estimated to be \$134,685. The City does not expect to receive any program income in 2013-14. This amounts to total resources of \$732,556.00 for the 2013-14 program year.

Previously allocated unexpended prior year funds to be used in the 2013-14 program year are estimated to total \$134,685. This consists of prior year projects that are currently underway but planned to be completed in 2013-14. Uncommitted funds will be re-allocated through the mid-year amendment in the fall of 2013.

The City also plans to meet its community development and housing needs by applying for other grant funding sources, including HOME and CalHome funds available through the California Department of Housing and Community Development.

III. ACTIVITIES TO BE UNDERTAKEN

Activities to be undertaken using new funding during fiscal year 2013-14 are summarized in **Table 1**. For each activity, the one-year accomplishment and the amount of CDBG funding allocated are identified. The majority of activities identified are expected to be completed no later than June 30, 2014.

The City used a rating tool to make project recommendations. Consideration was given to a variety of thresholds that projects must meet to comply with CDBG objectives, including meeting one of the national objectives and addressing one of the community priorities set out in the Consolidated Plan. The rating system also took into account activity need and justification, cost reasonableness and effectiveness, activity management and implementation, experience with similar activities, past performance, leveraged funds, and completeness of the application. Project recommendations were for those projects determined most likely to be successful and maintain compliance with CDBG regulations.

TABLE 1
Proposed CDBG Activities and Projects
Program Year 2013-14

| Activity Name/Agency | Activity Description | Output | Funding |
|---|---|---|------------------|
| Housing | | | |
| Housing Weatherization Improvements Housing Authority of San Joaquin Co | Window replacement in the six-units of affordable housing apartment complex located at 719 S. Washington St. | 6 units weatherized | \$18,000 |
| Public Facilities | | | |
| ADA Accessibility Improvements Public Works Dept. | The Public Works Department will make improvements in the public right of way and at public facilities to remove barriers to accessibility. The activities will be targeted in LMI areas and areas serving public facilities. | 4 improvements | \$100,000 |
| Hutchins Street Square - South Entrance ADA Parks, Recreation & Cultural Services | Improvements necessary to provide path of travel and to remove barriers to accessibility. | 1 facility improved | \$75,000 |
| Kofu Park ADA Improvements Parks, Recreation & Cultural Services | Install ADA-compliant parking stalls and path of travel improvements at Kofu Park to remove barriers to accessibility. | 1 park improved | \$40,000 |
| Phase II Site Improvements LOEL Foundation | Continuation of project at 125 S. Washington. Phase I included the demolition of the old church building and preliminary site improvements that include off-street parking, a community garden and security fencing. Phase II continues site improvements, ADA accessibility improvements and underground utilities that must be relocated. | 1 facility improved | \$155,617 |
| Public Services | | | |
| Spay/Neuter Program LPD - Animal Services | Sterilization for Feral cats trapped and released within the CDBG Target Area, as well as both friendly cats and pit-bull dogs from low income households. | 150 persons assisted (LMC), 150 cats neutered (LMA) | \$20,000 |
| Graffiti Abatement Public Works Dept. | Abate graffiti on public and private property that is viewable from the public right-of-way and within the CDBG Target Area. | 800 instances addressed | \$42,000 |
| Hunger Relief Programs Second Harvest | Funding for the operation of the Food Assistance Program, the Senior Brown Bag Program, and the Food 4 Thought Program. | 6,943 persons assisted | \$8,180 |
| Mobile Farmers' Market Program Emergency Food Bank and Family Services | The MFM is an existing program that provides access to fresh fruits and vegetables, healthy cooking demonstrations and health and nutrition-related information to low-income residents. | 3,600 persons assisted | \$1,500 |
| Fair Housing Services San Joaquin Fair Housing | HUD-mandated counseling services and outreach to tenants, property owners and property managers to satisfy HUD/CDBG requirement for affirmatively furthering fair housing. | 400 persons assisted | \$18,000 |
| Planning and Administration | | | |
| Planning and Administration | Provide general administration of the CDBG program, including all planning and reporting activities. | 1 year of program administration | \$119,574 |
| Total 2013-14 allocations | | | \$597,871 |

HOUSING

Housing Weatherization Improvements, Housing Authority of San Joaquin Co

Window replacement in the six-units of affordable housing apartment complex located at 719 S. Washington St.

Output: 6 units weatherized
Outcome Category: Affordability for the purpose of providing decent affordable housing
Goals Addressed: HS-1
Funding: \$18,000 CDBG

PUBLIC FACILITIES

ADA Accessibility Improvements, Public Works Dept.

The Public Works Department will make improvements in the public right of way and at public facilities to remove barriers to accessibility. The activities will be targeted in LMI areas and areas serving public facilities.

Output: Four improvements (locations to be determined)
Outcome Category: Accessibility for the purpose of providing a suitable living environment
Goals Addressed: CD-6
Funding: \$100,000 CDBG

Hutchins Street Square - South Entrance ADA, Parks, Recreation & Cultural Services

Improvements necessary to provide path of travel and to remove barriers to accessibility.

Output: One public facility improvement completed
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-1
Funding: \$75,000 CDBG

Kofu Park ADA Improvements, Parks, Recreation & Cultural Services

Install ADA-compliant parking stalls and path of travel improvements at Kofu Park to remove barriers to accessibility.

Output: Improvements at one park
Outcome Category: Accessibility for the purpose of providing a suitable living environment

Goals Addressed: CD-6

Funding: \$40,000 CDBG

Phase II Site Improvements, LOEL Foundation

Continuation of project at 125 S. Washington. Phase I included the demolition of the old church building and preliminary site improvements that include off-street parking, a community garden and security fencing. Phase II continues site improvements, ADA accessibility improvements and underground utilities that must be relocated.

Output: One public facility improvement

Outcome Category: Availability/Accessibility of Suitable Living Environment

Goals Addressed: CD-5, CD-6

Funding: \$155,617 CDBG

PUBLIC SERVICES

Spay/Neuter Program, LPD - Animal Services

Sterilization for Feral cats trapped and released within the CDBG Target Area, as well as both friendly cats and pit-bull dogs from low income households.

Output: 150 persons assisted (low-income households)
150 cats neutered (low-income areas)

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

Goals Addressed: CD-1, CD-3

Funding: \$20,000 CDBG

Graffiti Abatement, Public Works Dept.

Abate graffiti on public and private property that is viewable from the public right-of-way and within the CDBG Target Area. Staff will remove graffiti by pressure-washing the structure or by painting over it. The goal of the program is to preserve neighborhood property values and maintain the housing stock in target areas.

Output: 800 instances of graffiti removed

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

Goals Addressed: CD-1, HS-2

Funding: \$42,000 CDBG

Hunger Relief Programs, Second Harvest

Funding for the operation of the Food Assistance Program, the Senior Brown Bag Program, and the Food 4 Thought Program. Funding will allow Second Harvest Food Bank to purchase foods that are not typically donated to the food bank (e.g., meat and dairy products).

Output: 6,943 persons assisted
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: CD-3
Funding: \$7,500 CDBG

Mobile Farmers' Market Program, Emergency Food Bank and Family Services

The MFM is an existing program that provides access to fresh fruits and vegetables, healthy cooking demonstrations and health and nutrition-related information to low-income residents.

Output: 3,600 households assisted
Outcome Category: Availability/Accessibility of Suitable Living Environment
Goals Addressed: CD-3, CD-4
Funding: \$1,500 CDBG

Fair Housing Services, San Joaquin Fair Housing

HUD-mandated counseling services and outreach to tenants, property owners and property managers to satisfy HUD/CDBG requirement for affirmatively furthering fair housing.

Output: 400 persons assisted
Outcome Category: Accessibility for the purpose of creating suitable living environments
Goals Addressed: HS-4
Funding: \$18,000 CDBG

PLANNING AND ADMINISTRATION

CDBG Administration

The planning and administration funding is intended to provide funding for general staff administration of CDBG programs and activities, including Integrated Disbursement and Information System (IDIS) training, program set-up, reporting, planning, and subrecipient training and monitoring.

Output: Administration of the CDBG program
Goals Addressed: PA-1
Funding: \$119,574 CDBG

GEOGRAPHIC DISTRIBUTION

Target Area Distribution

Geographic distribution is predicated, for the most part, on the nature of the activity to be funded. **Exhibit "A"** shows the proposed projects to be funded in program year 2013-14 in relation to the City's target areas. Not all of the activities funded through the CDBG program are shown in **Exhibit "A"**, since some are community-wide.

Minority Area Distribution

The City of Lodi strives to make all of its programs available to eligible target-income residents regardless of sex, race, religious background, disability, or other arbitrary factors. As a result, many programs, including fair housing, employment, youth, and senior services, will be available to residents citywide. Programs with a specific location are located in areas with varying levels of minority concentration. Table 1 details the proposed projects for the City of Lodi; of these, the majority are available on a citywide basis.

A racial/ethnic concentration is considered to exist when a racial/ethnic group's percentage in a certain area is greater than that of the group's overall population percentage in the community. A high concentration is present when the group's population in an area is double or more the group's percentage representation in the community.

There are nine areas of overall minority concentration in Lodi. Please see **Exhibit "B"** for a map of proposed activities in relation to areas of minority concentration. These areas will benefit from programs administered at City Hall which are available to residents throughout the community. The majority of projects (services and facility improvements) will occur at existing facilities in the City which serve all areas and residents of the City. No requests for funding were received from service providers that would principally benefit areas with a minority concentration.

IV. OTHER INFORMATION

HOMELESS AND OTHER SPECIAL NEEDS POPULATIONS

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations involves the funding of supportive services in Lodi or regional services, such as fair housing counseling or food assistance services. The City also assists with construction needs of emergency shelter and transitional housing facilities.

Currently, many homeless services are available in Lodi through the Salvation Army, and the City will continue to work closely with the Salvation Army and other organizations to determine how the needs of the homeless population can be met. In recent years, the City has also provided substantial funding to the Salvation Army for both their emergency shelter and transitional housing facilities.

In addition to facility improvement, the City will fund programs and services to assist its homeless and special needs populations in 2013-14. These include the following:

- Food assistance programs, through the public services grants to Second Harvest Food Bank and the Emergency Food Bank and Family Services;
- Fair housing services provided by San Joaquin Fair Housing.

A City staff representative regularly attends “A Hand Up” homeless committee, which brings together the region’s homeless service providers and advocates to consider the best ways to address homelessness. The meetings help to ensure that there is little duplication of services, increasing the effectiveness of a limited amount of funding.

In addition, the City’s Housing Element includes several programs that provide for the development of affordable housing and removal of constraints to the placement of emergency shelters.

ADDRESSING OBSTACLES TO MEETING UNDER-SERVED NEEDS

While there are several constraints to meeting the needs of target-income residents (please refer to the Consolidated Plan for a detailed list), the primary obstacle to meeting the needs of target-income residents is that there is a lack of funding to fully address all needs. The economic challenges facing the nation have forced many non-profits to cut services at a time when governmental entities and others are least able to provide them. The City attempts to address significant and rising levels of need by evaluating leveraged funds in grant application review, as well as by directly funding several programs with widespread benefit. The City also supports non-profits’ efforts to raise private funds.

With the continuing reduction in the City’s CDBG entitlement funding and federal sequestration, the City has had to reduce the number of public services it funds.

Another obstacle to meeting underserved needs is that the location of many available services is in the City of Stockton. The City works closely with the transit agencies to improve access, and there are hourly public transportation linkages between Lodi and Stockton. The City has also encouraged non-profit agencies to operate “satellite” offices within the City of Lodi.

EFFORTS TO FOSTER AND MAINTAIN AFFORDABLE HOUSING

Although the current economy offers significant challenges to many households, housing is more affordable as a result of falling prices and historically low interest rates. In spite of this, low-income household continue to struggle because of high demand and limited inventory.

In 2013-14, the City will foster and maintain affordable housing by funding improvements to the Housing Authority’s units located at 719 S. Washington St.

Many of the City's efforts to foster and maintain affordable housing relate to the Housing Element. The City recently updated its General Plan Housing Element, which was certified in 2011. The City's 2010-16 Housing Element includes a number of important programs to facilitate the development of affordable housing in Lodi. These include the following.

- **Zoning Ordinance revisions.** The City revised the Lodi Municipal Code (Development Code) to reduce barriers to, and provide incentives for, the construction and conservation of a variety of housing types.
- **Revise and Monitor the Growth Management Program.** The City exempted affordable housing from the growth management restrictions. The City will monitor the impact of the Growth Management Program on the provision of housing of all types.
- **Land Inventory.** The City maintains a current inventory of vacant and under-utilized land suitable for residential development.
- **Pursuit of state and federal funds in support of housing construction.** The City continues to pursue available and appropriate state and federal funding sources to support efforts to construct housing meeting the needs of low- and moderate-income households, to assist persons with rent payments required for existing housing units, to provide supportive services, and to provide on- and off-site improvements and public facilities, in support of affordable housing projects.
- **Promotion of the City's multifamily housing development standards.** The City will promote its multifamily development standards through the Community Development Department's link to the City's website, information brochures available at the Community Development Department, pre-application meetings, and a notice to the local homebuilder, realtor, and contractor associations.
- **Large Lot Subdivision.** The City will facilitate the division of lots over ten acres to enable the development of affordable housing.
- **Evaluate Applications for Demolition of Residential Structures.** The City will evaluate applications for the demolition of residential structures to determine the impact on affordable housing, and require mitigation in the form of replacement housing.

The City does not anticipate providing rental assistance, as this is provided by the San Joaquin Housing Authority, and also does not expect to acquire any existing rental units.

REMOVE BARRIERS TO AFFORDABLE HOUSING

The City is undertaking a number of actions to reduce potential barriers and constraints to affordable housing, as well as promote housing for special needs populations. These include providing regulatory incentives, density incentives, and several other measures to affordable

housing developers. These are described in more detail in the City's 2010-2016 Housing Element.

V. CDBG-SPECIFIC REQUIREMENTS

INSTITUTIONAL STRUCTURE

The Community Development Department is responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan. The Neighborhood Services Division within the department is specifically charged with these tasks. The division works in close consultation with the City's advisory committees and the City Manager.

The City has designated staff positions to administer the programs and activities funded with CDBG funds. These staff members work with the individual City departments, such as Public Works and Parks and Recreation, to develop procedures and coordination for administering programs that will be carried out by these departments. The CDBG staff also provide technical assistance to non-profits on properly administering CDBG funds and developing CDBG-eligible activities.

EFFECTIVE COORDINATION

The City will continue to work closely with San Joaquin County, which borders the City on all sides. The City will also continue to work with many of the non-profits in the community, including the Salvation Army, LOEL, and Community Partnership for Families, to address the regional issues that affect the needs of target-income persons, as well as special needs populations. A City staff representative will continue to attend bi-monthly meetings of "A Hand Up" homeless subcommittee.

PUBLIC HOUSING NEEDS

While two public housing complexes are located in Lodi, they are administered by the San Joaquin Housing Authority, which serves as the housing authority for the County. The City of Lodi does not have its own local housing authority. Resident initiatives are handled directly by the San Joaquin Housing Authority.

ANTI-POVERTY STRATEGY

The City's anti-poverty strategy is based on funding and supporting a range of housing, employment, and family service opportunities aimed at enabling those in poverty to move into the workforce. During the 2013-14 program year, the City will also continue to support activities that preserve and expand the supply of housing that is affordable to target-income households. The City works closely with the Salvation Army, which focuses on improving self-sufficiency and offers employment training to formerly homeless individuals through its culinary arts and other programs.

The City's support of the Second Harvest Food Bank and Emergency Food Bank and Family Services is another strategy in support of reducing poverty. While the Food Bank does not directly provide employment or social service opportunities, many persons receiving the food assistance are referred to other social services.

LEAD-BASED PAINT HAZARDS

While most housing units were built after 1978 in Lodi, the City will work together with the County Public Health Department to monitor incidences of elevated blood levels. The City's Code Enforcement division will respond to calls regarding lead-based paint, and may require landlords to fix chipping paint.

In the event that requests for funding of lead abatement are received, the City will consider creation of a residential rehabilitation program that would include lead abatement as an eligible activity. The City will also pursue funding from other resources for a housing rehabilitation program; possible funding sources include CalHome and HOME funds through the California Department of Housing and Community Development. As required by the funding source, housing rehabilitation programs will comply with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures regarding lead-based paint in both rehabilitation programs will include:

- Notification of potential lead-based paint hazards;
- Identification; and
- Treatment (if necessary).

MONITORING PLAN

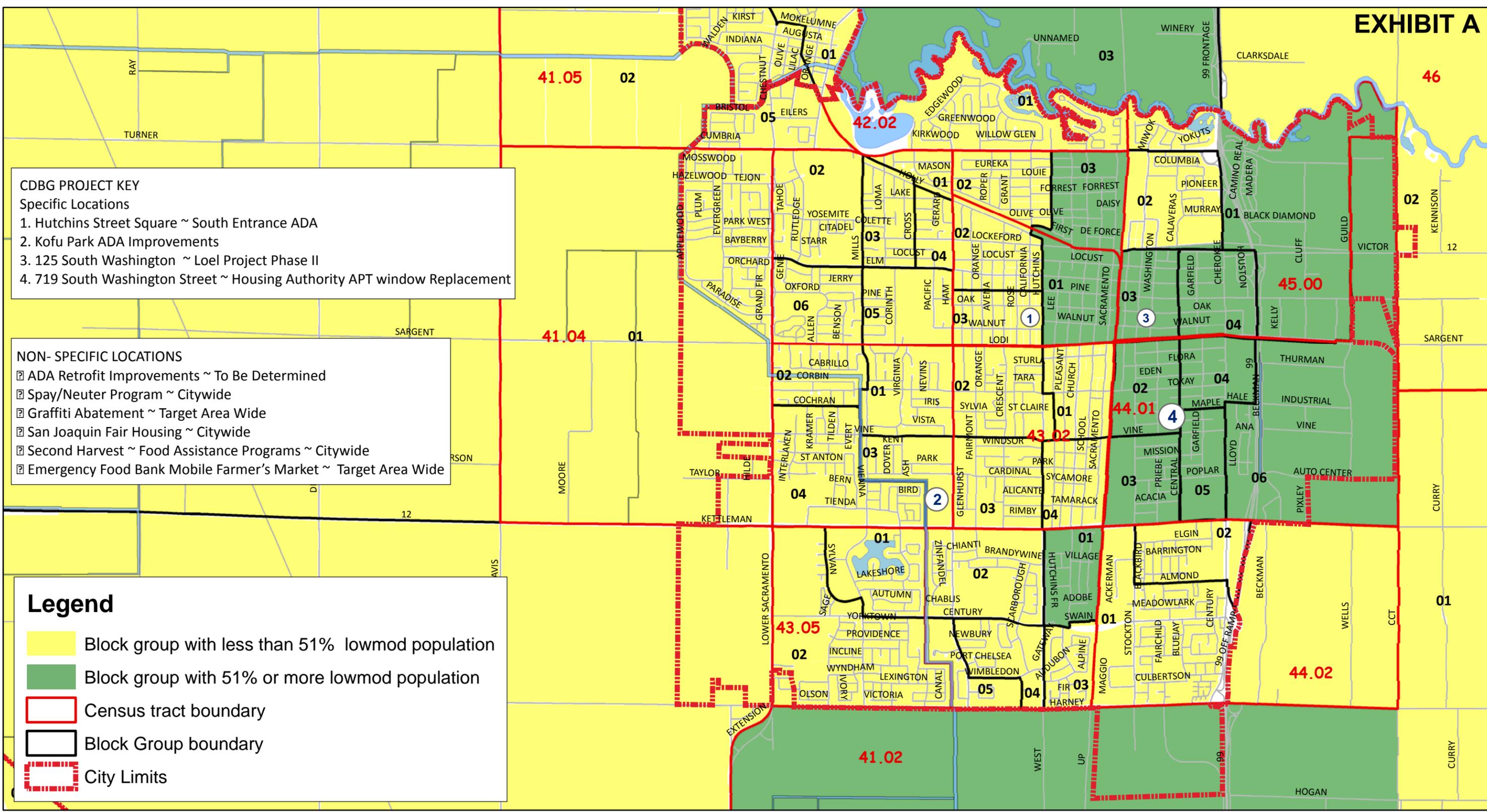
The City of Lodi has developed a monitoring system to ensure that the activities carried out in furtherance of the Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501(V) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan (p. 67-68).

CDBG PROJECT KEY
 Specific Locations
 1. Hutchins Street Square ~ South Entrance ADA
 2. Kofu Park ADA Improvements
 3. 125 South Washington ~ Loel Project Phase II
 4. 719 South Washington Street ~ Housing Authority APT window Replacement

NON- SPECIFIC LOCATIONS
 ☐ ADA Retrofit Improvements ~ To Be Determined
 ☐ Spay/Neuter Program ~ Citywide
 ☐ Graffiti Abatement ~ Target Area Wide
 ☐ San Joaquin Fair Housing ~ Citywide
 ☐ Second Harvest ~ Food Assistance Programs ~ Citywide
 ☐ Emergency Food Bank Mobile Farmer's Market ~ Target Area Wide

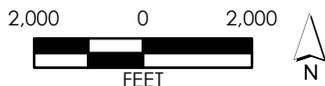
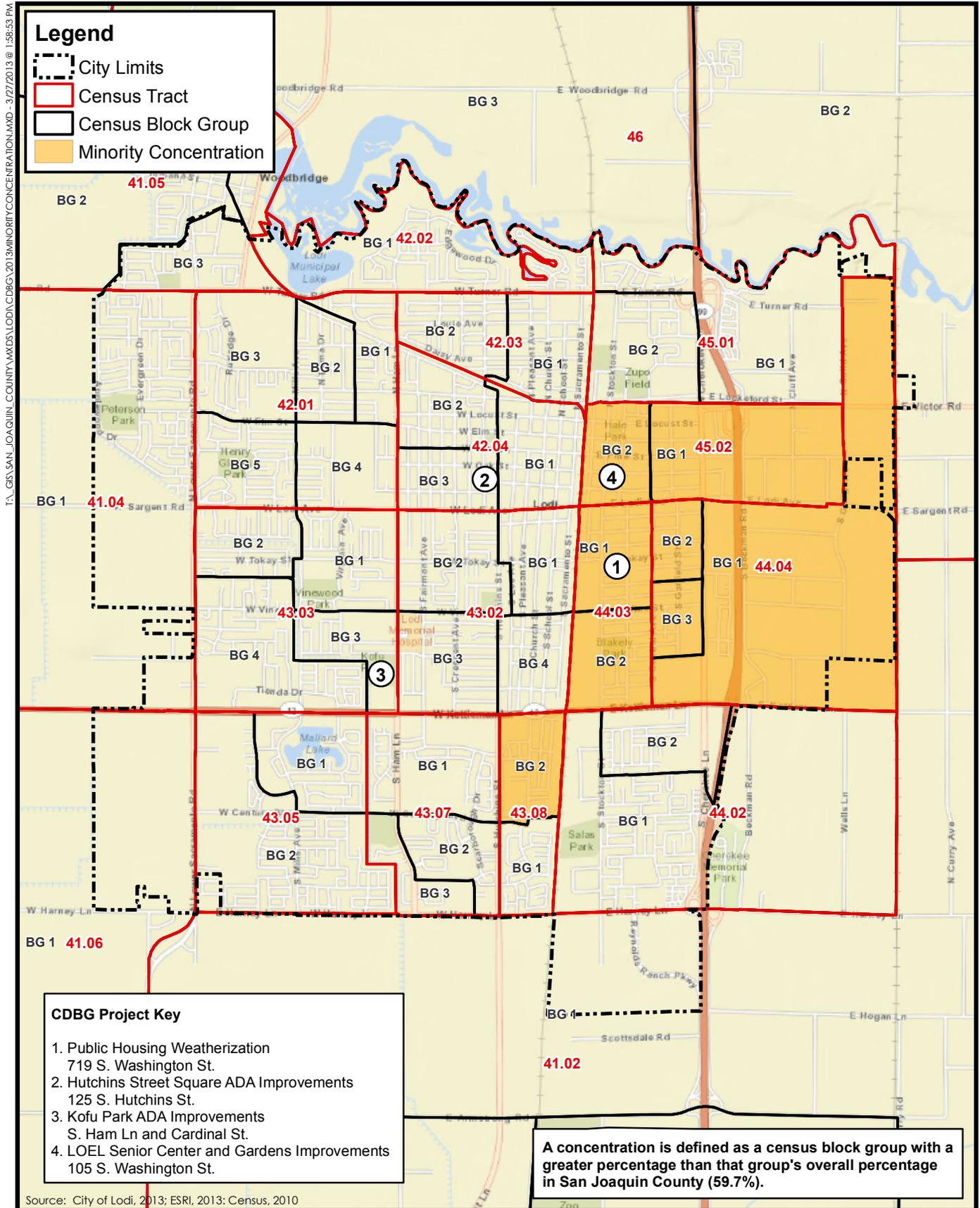
Legend

- Block group with less than 51% lowmod population
- Block group with 51% or more lowmod population
- Census tract boundary
- Block Group boundary
- City Limits



LODI AREA LOWMOD POPULATION BY BLOCK GROUP

The information on the map is the most current information available to the City. The City of Lodi does not warrant its accuracy, completeness, or suitability for any particular purpose. The information on this map is not intended to replace engineering, planning financial or primary records research.



Areas of Minority Concentration

Joseph Wood

From: Randi Johl
Sent: Monday, April 15, 2013 8:59 AM
To: Daniel Crownover
Cc: City Council; Rad Bartlam; Steve Schwabauer; Mark Helms; Steve Carillo; Joseph Wood
Subject: RE: Lodi City Council Meeting on March 20th. -public hearing portion.

Thank you for your email. It was received and forwarded for information purposes.

*Randi Johl, JD, MMC
City Clerk, City of Lodi
Legislative Director, California City Clerks Association
221 West Pine Street
Lodi, California 95240
(209) 333-6702 Telephone
(209) 333-6807 Facsimile*

From: Dan and Lorraine Crownover [mailto:dlcrownover@comcast.net]
Sent: Monday, April 15, 2013 12:56 AM
To: Randi Johl
Subject: Lodi City Council Meeting on March 20th. -public hearing portion.

Randi Johl, City Clerk. Please forward this to Mayor Nakanishi, all City Council members, the City Manager, the City Attorney, Joseph Wood, the Chief of Police, the Liaison from the Lodi Animal Advisory Commission to the City Council, and the Animal Advisory Commissioners.

Greetings Mr. Mayor, Lady and Gentlemen. I hope you all remember what a weak link I am when it comes to public speaking so that you understand why I didn't stand up and give my position ,during your March 20th city council meeting, when the East side neighborhood group attempted to shame you for allocating the CDBG portions to Graffiti Abatement and the Lodi Spay and Neuter program (with an emphasis on Spay and Neuter). I feel that it was very gracious of you to not point the finger back at the source of the statements. If the occupants of the CDBG target area would control their young graffiti marking people and stress to them that marking other people's property lowers their own image here in Lodi, and, if they generally cared to be responsible pet owners (spay or neuter their pets and the animals that they say "they don't belong to anyone") that free roam in their areas. Then that large amount of money could be spent on positive projects within the target area instead of being used for constant maintenance issues that are necessary to keep Lodi from eroding and looking like several areas of cities in southern California, and South of there.

Ironically, I attended that meeting to ask that the City Council allocate more money for funding the spay and neuter program, however I decided that it would not be a good idea to do that immediately after the other group's presentation. I feel compassion and sympathy for their complaints but unless I don't understand the purpose of the CDBG, I don't think

04/16/2013

EXHIBIT B

that most of the items mentioned would fall under the guidelines of the grant. Many of the issues that were presented were individual ones that if they were within the requirements, and the spay and neuter money distributed to individuals would amount to less than one dollar per person in the target area.

I feel that the spay and neuter program is and has been underfunded with the exception of the program a couple of years ago when all of the money allocated was not used. At that time, there were fewer people using the Trap/Neuter/Return method with the feral cat vouchers to ultimately try to reduce the euthanasia of cats in the Lodi Animal Shelter. Unfortunately, the statistics are calculated using the calendar year, and the allocation of the money for the program is distributed for the fiscal year which makes it difficult to see what progress is being made. It is also difficult to see how the program is progressing due to running out of voucher availability at the end of each calendar year for a couple of months during the mating season so that the accounting can be done to determine how much money is left for the vouchers (there must be a better way). Then there is another two month period when the fiscal year nears that no vouchers are available because the program has used all of the allocated money. One third of the year is lost(!) which allows more kitten litters to be born which replenishes the feral cat population.

I realize you are very busy individuals and this is getting too long to hold interest but I will mention quickly several peculiarities about the rules of the spay and neuter program that I feel should be re-evaluated or looked at. Low income Lodi citizens can have their pet cats spayed or neutered with a friendly voucher from anywhere within the city limits but low income Lodi citizens cannot get vouchers to trap/neuter/return feral cats from outside the target area.

The rule was made this year that five vouchers can be pulled at a time (same as previously) but only every two weeks. I and other T/N/R trappers can locate 20 to 30 cats at one location sometimes and 10 to 15 cats often. A large colony can take up to 3 months to have spayed or neutered at five every two weeks, and a female cat can have a litter in nine weeks. All of the feral cat spay and neuter programs that I am aware of except the Lodi program realize that there are feral cats, porch cats, stray cats, abandoned cats, drop off cats, and in general homeless cats, and they categorize all of them as "free roaming cats" because they need to be spayed or neutered to control their population. It has been proven many times across the U.S. that the long tried method of "trap and kill" does not work towards reducing and eventually eliminating feral cats due to the "vacuum effect" as can be seen on the Internet.

Many cities including San Francisco, Oakland, Redwood City, etc. have practiced T/N/R long enough that they now take tame cats from other areas like Lodi for adoptions in their cities. Please keep in mind that the T/N/R trappers are volunteers, using their own vehicles and gas, their own traps, food, time and energy with the purpose in mind to reduce the euthanasia of cats in the Lodi Animal Shelter and to be

better people. We transport the cats to
to and from the clinics for spay and neutering as well as securing them for recovery and
release them back where they were caught.

Please continue allocating CDBG funds to the Lodi Spay and Neuter program, and if possible
take steps to fund the program through-
out the year (from the general fund?) to reach an objective instead of just maintaining. Keep
Lodi Clean.

Sincerely, Dan

Daniel Crownover
dlcrownover@comcast.net
209-747-9364

CITY COUNCIL
ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
NEIGHBORHOOD SERVICES DIVISION
(209) 333-6711 / FAX (209) 333-5500

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

April 17, 2013

Daniel Crownover
27 River Pointe Way
Lodi, CA 95240

Mr. Crownover,

Thank you for your comment on the City's draft 2013-14 CDBG Annual Action Plan. The City will take your request for additional funding for the spay-neuter program into consideration.

We would like to take this opportunity to respond to two of your specific comments regarding the rules of the spay-neuter program. The first was that low-income residents may receive spay-neuter vouchers for their pets without regard to where they reside, but that trappers may only receive vouchers for trapping and sterilizing cats within the specified low-income target areas.

It is important to note that although the City allocates a single amount of CDBG funds to the "spay-neuter program" there are in practice two programs. There is the program that serves low-income households, and the trapping program. These two programs have significant operational differences and most importantly, are made eligible under the rules of the CDBG program in different ways.

The low-income household program provides vouchers to sterilize both pet cats and pet dogs that are determined to be "pit bull" breeds. This program is limited to low-income households and is therefore eligible for CDBG funding because it meets the CDBG requirement to benefit low-income persons.

The trapping program is limited to trapping and sterilizing feral cats. Feral cats must be trapped and released in the CDBG low-income target areas. This program is eligible for CDBG funding only by virtue of this limitation, which makes it eligible as an activity that benefits a low-income area. It would not otherwise be eligible for CDBG funding.

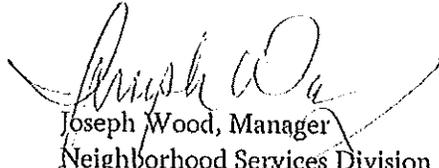
If you will recall, the trapping program was determined to be eligible for CDBG funding based on research performed by supporters of the trapping program that cited other local feral cat trapping programs that were made eligible for CDBG funding based on the low-income area benefit rule. The local HUD field office was consulted and concurred.

The local program rule that restricts trapping and sterilization to feral cats trapped and released within low-income areas is a rule that assures that the program will comply with the rules of the CDBG program as set forth by HUD. It cannot be altered without making the trapping program ineligible for CDBG funding. A citywide program would require another source of funds.

The second comment we would like to address is regarding the rule about the timing and volume of voucher requests. This is an administrative rule that was put in place by the Lodi Shelter PALS who administers the program at the animal shelter facility, in an effort to efficiently implement the program. There are two reasons for this rule. The first is to assure an equitable distribution of vouchers between the "friendly" and "feral" programs. The second is that issuing vouchers "on demand" leads to a deluge of redemptions and then long wait times for processing and payment to local participating veterinarians, not to mention a burden on the Lodi Shelter PALS. In the interest of maintaining a willing pool of veterinarians, the Shelter PALS decided to ration spay-neuter vouchers. Please feel free to work with Ms. Hudson-Wagner and the Lodi Shelter PALS to best time the release of the limited supply of trapping vouchers given our need to control the volume of redemptions.

Thank you again for your comments.

Sincerely,



Joseph Wood, Manager
Neighborhood Services Division
City of Lodi Community Development Department

Summary of Final 2013/14 Funding Recommendations

| Project - Organization | Project Description | Draft Recomm. | Final Recomm. |
|---|---|------------------|------------------|
| Program Administration Community Development Dept. | Overall program management, coordination, monitoring, evaluation, planning and promotion of CDBG activities. | \$119,574 | \$119,574 |
| City Projects | | | |
| ADA RetroFit Improvements Public Works Department | Install ADA-accessible curb ramps/walkways, ADA-compliant parking stalls and other path-of-travel and accessibility improvements at City-owned facilities and at various intersections to comply with ADA standards. | \$100,000 | \$100,000 |
| Hutchins Street Square - South Entrance ADA Parks, Recreation & Cultural Services | Improvements necessary to provide path of travel and to remove barriers to accessibility.. | \$75,000 | \$75,000 |
| Kofu Park ADA Improvements Parks, Recreation & Cultural Services | Install ADA-compliant parking stalls and path of travel improvements at Kofu Park to remove barriers to accessibility. | \$40,000 | \$40,000 |
| City Services | | | |
| Spay and Neuter Program Animal Services | Continue the Spay/Neuter Program that offers free spay/neuter services to feral cats and cats and pit bulls owned by low-income households. Animals are also given a rabies shot if needed. | \$20,000 | \$20,000 |
| Graffiti Abatement Public Works | Abate graffiti on public and private properties in the CDBG Target Areas. | \$42,000 | \$42,000 |
| CBO Projects | | | |
| Phase II Site Improvements LOEL Center & Gardens | Continuation of project at 125 S. Washington. Phase I included the demolition of the old church building and preliminary site improvements that include off-street parking, a community garden and security fencing. Phase II continues site improvements, ADA accessibility improvements and underground utilities that must be relocated. | \$155,617 | \$155,617 |
| Window Replacement Project Housing Authority | Window replacement in the six-units of affordable housing apartment complex located at 719 S. Washington St. | \$18,000 | \$18,000 |
| CBO Services | | | |
| Fair Housing Services San Joaquin Fair Housing | Provide required fair housing services, including telephone hotline for tenants and landlords, investigation of complaints, and fair housing testing. | \$18,000 | \$18,000 |
| Food Assistance Programs Second Harvest Food Bank | Provide support for the administration of the Food Assistance and Senior Brown Bag Programs. | \$8,180 | \$8,180 |
| Mobile Farmer's Market Emergency Food Bank and Family Services | The Mobile Farmer's Market provides access to fresh fruits and vegetables, healthy cooking demonstrations and health and nutrition-related information to low-income residents. | \$1,500 | \$1,500 |
| TOTAL FUNDING | | | \$597,871 |

**DISTRIBUTION OF 2013-14 CDBG
ALLOCATION**

2013/14 CDBG Allocation
Program Administration (20%)
Adjusted Balance

\$597,871

(\$119,574)

Total Funding Available

City Projects

ADA Ramp Improvements
HSS - South Entrance ADA
Kofu Park ADA Improvements

City Service Programs

Spay/Neuter Program
Graffiti Abatement

CBO Projects

C. Sandidge - Lodi Station Housing (51)
Housing Authority - Window Replacement (85)
LOEL Center - Phase II 125 S. Washington (82)

CBO Economic Development

SBDC - Small Business Assistance (91)

CBO Service Programs

Second Harvest Food Bank (96)
HSA - Home Delivered Meals (95)
EFB - Mobile Farmer's Market (89)
SA - Tutoring-Mentoring Program (85)
One-Eighty Teen Center - CARE LODI (84)
Catholic Charities - Women's Drop-in Center (81)
Fair Housing (74)

| | 2013/14 CDBG Allocation | | Cap Distribution | |
|------------------|-------------------------|-------------------|---------------------|--|
| | 60% City Set-Aside | 40% CBO Set-Aside | 15% Public Services | |
| \$478,297 | \$286,978 | \$191,319 | \$89,680 | |
| | | | | |
| | | | | |
| \$100,000 | \$100,000 | | | |
| \$75,000 | \$75,000 | | | |
| \$40,000 | \$40,000 | | | |
| | | | | |
| \$20,000 | \$20,000 | | \$20,000 | |
| \$50,000 | \$42,000 | | \$42,000 | |
| | | | | |
| \$175,000 | | | | |
| \$18,000 | | \$18,000 | | |
| \$194,193 | | \$155,617 | | |
| | | | | |
| \$10,000 | | | | |
| | | | | |
| \$10,000 | | \$8,180 | \$8,180 | |
| \$5,000 | | | | |
| \$1,500 | | \$1,500 | \$1,500 | |
| \$20,000 | | | | |
| \$45,540 | | | | |
| \$29,491 | | | | |
| \$18,000 | | \$18,000 | \$18,000 | |
| \$478,297 | \$277,000 | \$201,297 | \$89,680 | |
| | \$9,978 | -\$9,978 | \$0 | |

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE FINAL ACTION PLAN FOR THE 2013-14
FEDERAL ALLOCATION OF COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) as an entitlement community for fiscal year 2013-14 Federal allocation; and

WHEREAS, the City of Lodi has estimated that the allocation for the 2013-14 fiscal program year will be \$597,871; and

WHEREAS, the City of Lodi has held, with proper notification, a public hearing at the City Council meeting of March 20, 2013, to receive comments and proposals from the public regarding the projected use of CDBG funds and provided the public with adequate information concerning the amount of funds available for community development activities, the range of eligible activities, and other important requirements; and

WHEREAS, staff therefore recommends the following allocations:

PROGRAM ADMINISTRATION (\$119,574)

CITY CAPITAL PROJECTS (\$215,000)

- ADA Retrofit Improvements (\$100,000)
- Hutchins Street Square – South Entrance ADA (\$75,000)
- Kofu Park ADA Improvements (\$40,000)

CITY SERVICE PROGRAMS (\$62,000)

- Spay/Neuter Program (\$20,000)
- Graffiti Abatement (\$42,000)

CBO CAPITAL PROJECTS (\$173,617)

- LOEL Center – Demo 125 S. Washington – Phase II (\$155,617)
- Housing Authority – Window Replacement (\$18,000)

CBO SERVICE PROGRAMS (\$27,680)

- San Joaquin Fair Housing – Fair Housing Services (\$18,000)
- Second Harvest Food Bank - Food Assistance Programs (\$8,180)
- Emergency Food Bank – Mobile Farmer’s Market (\$1,500)

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Final 2013-14 Annual Action Plan which includes the recommended 2013-14 Federal allocations of CDBG funds to the projects recommended by staff in the amount of \$597,871 as indicated above.

BE IT FURTHER RESOLVED that the City Council does hereby authorize staff to make minor changes to the Annual Action Plan documents in response to notification of the actual allocation amount and comments received and deemed necessary by HUD.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

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

PUBLISH (DATES): April 17, 2013

ACCT#: 20104930

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

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

DATE: April 17, 2013 ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager



DECLARATION OF POSTING

PUBLIC HEARING TO APPROVE THE FINAL 2013/14 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, April 18, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to approve the Final 2013/14 Annual Action Plan for the Community Development Block Grant Program (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on April 18, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


**JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK**

**MARIA BECERRA
ADMINISTRATIVE CLERK**



DECLARATION OF MAILING

PUBLIC HEARING TO APPROVE THE FINAL 2013/14 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, April 18, 2013, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to approve the Final 2013/14 Annual Action Plan for the Community Development Block Grant Program, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

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

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

Executed on April 18, 2013, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

EXHIBIT A

LEGAL NOTICE

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

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, May 1, 2013 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider the Community Development Block Grant (CDBG) Program Action Plan development process and to receive input regarding community needs and funding priorities. The City expects to receive \$597,871 in CDBG funds for 2013/14.

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

As a recipient of Community Development Block Grant (CDBG) funding, the City has developed an Action Plan that describes the activities proposed to be funded in 2013-14. The Action Plan generally describes how the City will utilize program funds for eligible activities during the fiscal year. The Action Plan can be amended as needed to reallocate funds to housing and community development activities.

The release of this notice is part of the City's activities to fulfill federal Consolidated Plan citizen participation requirements for the CDBG Program. The Annual Action Plan must be available to the public and the City must provide reasonable access to documents. The public review and comment period for the Draft Action Plan began on April 1, 2013 and will end May 1, 2013.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding the proposed funding allocations, community needs and potential activities to be funded under the CDBG Program and through the Section 108 Loan Guarantee Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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

Neighborhood Services Manager
Joseph Wood

Dated: March 5, 2013

2013/14 CDBG Mailing List

EXHIBIT B

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

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

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

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

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

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

Kristi Rhea
c/o Housing Authority of the County of San Joaquin
448 S. Center Street
Stockton, CA 95202
krhea@hacsj.com
209-460-5024

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

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

Jake McGregor
c/o One-Eighty Teen Center
17 W. Lockeford Street
Lodi, CA 95240

Elvira Ramirez
Catholic Charities
1106 N. El Dorado
Stockton, CA 95202
eramirez@ccstockton.org
209-444-5938



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Expiring Terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission

MEETING DATE: May 1, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for expiring terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission.

BACKGROUND INFORMATION: Several terms are due to expire on various boards and commissions. Therefore, it is recommended that the City Council direct the City Clerk to post for the following. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Library Board of Trustees

Terry Costa Term to expire June 30, 2013
Scot Martin Term to expire June 30, 2013

Lodi Arts Commission

Annalisa Sharp Babich Term to expire July 1, 2013

Planning Commission

Bill Cummins Term to expire June 30, 2013
Debbie Olson Term to expire June 30, 2013

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1875 Entitled, "An Ordinance of the City Council of the City of Lodi Rescinding Ordinance No. 1654, Disestablishing the Downtown Lodi Business Improvement Area No. 1 and Discontinuing the Levy of a Special Business Tax Therein"

MEETING DATE: May 1, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1875.

BACKGROUND INFORMATION: Ordinance No. 1875 entitled, "An Ordinance of the City Council of the City of Lodi Rescinding Ordinance No. 1654, Disestablishing the Downtown Lodi Business Improvement Area No. 1 and Discontinuing the Levy of a Special Business Tax Therein," was introduced at the regular City Council meeting of April 17, 2013.

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

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1875

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
RESCINDING ORDINANCE NO. 1654, DISESTABLISHING THE
DOWNTOWN LODI BUSINESS IMPROVEMENT AREA NO. 1 AND
DISCONTINUING THE LEVY OF A SPECIAL BUSINESS TAX THEREIN

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 12 – Streets, Sidewalks and Public Places – is hereby amended by repealing Chapter 12.06, “Downtown Lodi Business Improvement Area No. 1” in its entirety, and hereby declares and determines as follows:

- (a) Pursuant to Streets and Highways Code of the State of California, Sections 36000 et seq., and Chapter 12.06 of the Lodi Municipal Code, this Council heretofore adopted its Resolution of Intention entitled “Resolution of the Lodi City Council Declaring its Intention to Rescind Ordinance No. 1654, to Disestablish the Downtown Lodi Business Improvement Area No. 1 (DLBP No. 1)”; and discontinue the levy of special business tax therein and setting the time and place of hearing thereon, and caused said resolution to be duly published and mailed as provided by law.
- (b) A public hearing concerning the disestablishment of DLBP No. 1 and discontinuance of the levy of special business tax therein was held on the 17th day of April, 2013, at 7:00 p.m., in the City Council Chambers, 305 West Pine Street, Lodi, California. At said time and place, all written and oral protests made or filed were duly heard, evidence for and against the proposed action was received, and a full, fair, and complete hearing was granted and held. All protests were duly overruled, and it was determined by this Council that there was no majority protest under Streets and Highways Code Section 36023.
- (c) The public interest, convenience, and necessity require the disestablishment of all areas and zones of Downtown Lodi Business Improvement Area No. 1, and the discontinuance of the levy of special business tax therein.
- (d) Distribution of DLBP Assets:
 - 1) Downtown Banners and Associated Fixtures: Donated to Visit Lodi! for continuation of banner program.
 - 2) Farmers Market and Parade of Lights Assets: Donated to Lodi Chamber of Commerce for continuation of Farmers Market and Light Parade.
 - 3) Unsold Office furniture and equipment: Donated to any Lodi 501(c)(3) of Board's choice.
 - 4) Remaining assets: Liquidated to cash and distributed to DLBP assesseees who are current on their assessment pro rata in proportion to their 2013 assessment payment.
- (e) Ordinance No. 1654 is hereby rescinded concurrently with the effective date of this ordinance.

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

SECTION 3. Non-Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall invalidate the entire ordinance. To this end, the provisions of this ordinance are not severable. The City Council hereby declares that it would not have adopted this ordinance if any portion thereof is determined to be invalid.

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

SECTION 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 1st day of May, 2013.

ALAN NAKANISHI
Mayor

Attest:

RANDI JOHL, City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1875 was introduced at a regular meeting of the City Council of the City of Lodi held April 17, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held May 1, 2013, by the following vote:

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

I further certify that Ordinance No. 1875 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney