



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: May 2, 2012

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

For information regarding this Agenda please contact:

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

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

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

**C-1 Call to Order / Roll Call**

**C-2 Announcement of Closed Session**

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

**C-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 For the Health of It Proclamation
- B-2 National Letter Carrier Food Drive Day Proclamation
- B-3 Peace Officers Memorial Month Proclamation (PD)
- B-4 National Public Works Week Proclamation (PW)
- B-5 Bike to Work Day Proclamation (PW)
- B-6 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 \$4,102,157.27 (FIN)
- C-2 Approve Minutes (CLK)
  - a) April 17 and 24, 2012 (Shirtsleeve Sessions)
  - b) April 17, 2012 (Special Meeting)
  - c) April 18, 2012 (Regular Meeting)

- C-3 Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)
- C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for City Hall Carport and Public Safety Building Jail Roof and Gutter Replacement Project (PW)
- C-6 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 3 Standby Generator (PW)
- C-7 Approve Specifications and Authorize Advertisement for Bids for 800 Tons of Asphalt Materials for Fiscal Year 2012/13 (PW)
- C-8 Approve Specifications and Authorize Advertisement for Bids for Procurement of Biosolids Dewatering Polymer at White Slough Water Pollution Control Facility (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Improvement Deferral Agreement for 33 East Tokay Street (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Contract for Citywide Tree Survey 2012 with West Coast Arborists, Inc., of Anaheim (\$19,275), and Appropriating Funds (\$22,000) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Professional Services Agreement with R.F. McDonald Company, of Modesto, for Repair of Boiler at White Slough Water Pollution Control Facility (\$11,495) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Enter into a Letter of Agreement Between the City of Lodi and Holz Rubber Company for the Sale of Designated Municipal Electric Distribution Facilities (\$54,678) (EUD)
- Res. C-13 Adopt Resolution Approving the Agreement Between the City of Lodi and Spare Time Inc., dba Twin Arbors Athletic Club, for Summer Swim League Program (PRCS)
- Res. C-14 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-15 Adopt Resolution Approving the Renewal of the Shared Automation Fee Structure for the Agreement Between the Cities of Stockton and Lodi for the Sirsi, Corp., Integrated Library System (\$31,400.82) (LIB)
- Res. C-16 Adopt Resolution Authorizing the Lodi Public Library to Participate with City of Richmond's Literacy for Every Adult Project (LEAP) in Implementation of the Learner Web-California (LIB)

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

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

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

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

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

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

**G. Public Hearings**

- Res. G-1 Public Hearing to Consider Adopting Resolutions Approving the Final 2012/13 Action Plan for  
Res. the Community Development Block Grant Program and the Section 108 Loan Guarantee  
Program Application (CD)

**H. Communications**

- H-1 Post for Expiring Terms and Vacancies on the Library Board of Trustees, Lodi Animal Advisory  
Commission, Lodi Arts Commission, Planning Commission, and San Joaquin County  
Commission on Aging (CLK)

**I. Regular Calendar**

- Res. I-1 Receive Report Regarding Fourth of July at the Lake Event Planning and Adopt Resolution  
Setting Special Shelter Rental Rate of \$500 (PRCS)

**J. Ordinances**

- Ord. J-1 Adopt Ordinance No. 1858 Entitled, "An Ordinance of the Lodi City Council Amending Lodi  
(Adopt) Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section  
13.20.175, 'Schedule ECA – Energy Cost Adjustment,' in its Entirety" (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.

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Randi Johl  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** For the Health of It Proclamation

**MEETING DATE:** May 2, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Mounce present proclamation proclaiming Saturday, May 12, 2012, as "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 12, 2012, as "For the Health of It" day in the City of Lodi. Michael Perry, representing Lodi Memorial Hospital, will be at the meeting to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

RJ/JMR

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** National Letter Carrier Food Drive Day Proclamation

**MEETING DATE:** May 2, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Mounce present proclamation proclaiming Saturday, May 12, 2012, as "National Letter Carrier Food Drive Day" in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming Saturday, May 12, 2012, as "National Letter Carrier Food Drive Day" in the City of Lodi. Stacy Kermgard with the United States Post Office will be at the meeting to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Presentation of Proclamation Proclaiming the Month of May 2012 as Peace Officers' Memorial Month in Lodi

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Chief of Police

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**RECOMMENDED ACTION:** Presentation of proclamation proclaiming the month of May 2012 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 19,330 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 167 line-of-duty deaths in 2011, California's loss was 10 officers. This year, the week of May 13 through May 19 is designated National Police Week.

On Monday, May 7, the Lodi Police Honor Guard will participate in the California Peace Officers' Memorial enrollment ceremony in Sacramento. On Wednesday, May 9, the Honor Guard will participate in the Stockton Police Officers Association's memorial service honoring fallen law enforcement officers from throughout San Joaquin County.

An inscription at the California State Memorial reads: "Go, stranger, and tell the (people) that we lie here in obedience to their laws." We urge the City Council to join in this message, honoring our fallen peace officers.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

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Mark Helms  
Chief of Police

MH:pjt

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Presentation of Proclamation Proclaiming the Week of May 20 – 26, 2012 as “National Public Works Week” in Lodi

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Presentation of proclamation proclaiming the week of May 20 - 26, 2012, as “National Public Works Week” in Lodi.

**BACKGROUND INFORMATION:** Public Works Week is a national event to educate the public on how important the contribution of Public Works is to their daily lives. This year’s theme is “Public Works: Creating a Lasting Impression.” National Public Works Week calls attention to the importance of

Public Works in community life and seeks to enhance the prestige of the often-unsung heroes of our society – the professionals who serve the public good every day with quiet dedication. These unsung heroes are the men and women in Public Works who plan, design, build, and maintain our water, wastewater, drainage and street systems, City buildings, and fleet; who are responsible for the City’s transit and solid waste services; who play a role in the quality of life in our community; and who are helping to move life forward.

A representative of the Public Works Department will be present to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

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F. Wally Sandelin  
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

FWS/RAY/pmf

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Presentation of Proclamation Proclaiming May 15, 2012, as “Bike to Work Day” in Lodi

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Presentation of proclamation proclaiming May 15, 2012, as “Bike to Work Day” 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 15, 2012, 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.

A representative from the San Joaquin Council of Governments 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 Regarding Youth Energy Summit

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Presentation regarding Youth Energy Summit.

**BACKGROUND INFORMATION:** Earlier this year, Lodi Electric Utility, in partnership with the LegiSchool-Sacramento State University, Roseville Electric Utility, and the Sacramento Municipal Utility District, sponsored the fourth annual Youth Energy Summit (YES). The event introduced high school juniors and seniors 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, Roseville and Sacramento city/county area) and developed a community service learning project. The teams of students and their adult mentors then returned to the grounds of the State Capitol on April 27th, and presented their service learning project to a panel of judges. A total of 16 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 fourth consecutive year, Lodi High School fielded a team to participate in the Youth Energy Summit. Those students and their mentor are being recognized this evening for their participation.

**FISCAL IMPACT:** Not applicable.

**FUNDING:** Not applicable.

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Rob Lechner, Manager, Customer Service & Programs

EAK/RSL/ist

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through April 12, 2012 in the Total Amount of \$4,102,157.27.

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$4,102,157.27.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$4,102,157.27 through 4/12/12. Also attached is Payroll in the amount of \$1,125,060.33.

**FISCAL IMPACT:** Not applicable.

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

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

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Accounts Payable  
Council Report

Page - 1  
Date - 04/17/12

As of Thursday	Fund	Name	Amount
04/12/12	00100	General Fund	1,445,680.49
	00120	Vehicle Replacement Fund	47,486.68
	00123	Info Systems Replacement Fund	774.18
	00160	Electric Utility Fund	54,152.32
	00161	Utility Outlay Reserve Fund	8,935.10
	00164	Public Benefits Fund	2,125.00
	00170	Waste Water Utility Fund	757,932.80
	00171	Waste Wtr Util-Capital Outlay	103,087.25
	00175	IMF Storm Facilities	801.00
	00180	Water Utility Fund	33,639.04
	00181	Water Utility-Capital Outlay	865,971.42
	00210	Library Fund	10,986.74
	00230	Asset Seizure Fund	50.00
	00234	Local Law Enforce Block Grant	1,886.21
	00235	LPD-Public Safety Prog AB 1913	61.28
	00260	Internal Service/Equip Maint	44,390.43
	00270	Employee Benefits	459,641.23
	00310	Worker's Comp Insurance	14,922.54
	00320	Street Fund	8,626.00
	00321	Gas Tax-2105,2106,2107	2,473.35
	00325	Measure K Funds	3,142.50
	00330	RTIF County/COG	4,369.77
	00340	Comm Dev Special Rev Fund	885.85
	00347	Parks, Rec & Cultural Services	32,373.13
	00459	H U D	1,608.33
	01211	Capital Outlay/General Fund	404.06
	01212	Parks & Rec Capital	4,863.64
	01250	Dial-a-Ride/Transportation	5,784.04
	01251	Transit Capital	89,696.80
	01410	Expendable Trust	11,025.05
Sum			4,017,776.23
	00190	Central Plume	84,381.04
Sum			84,381.04
Total Sum			4,102,157.27

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	04/15/12	00100	General Fund	661,492.85
		00160	Electric Utility Fund	138,641.65
		00161	Utility Outlay Reserve Fund	7,726.81
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	96,629.82
		00180	Water Utility Fund	155.52
		00210	Library Fund	28,823.99
		00235	LPD-Public Safety Prog AB 1913	923.20
		00260	Internal Service/Equip Maint	15,706.35
		00321	Gas Tax-2105,2106,2107	27,265.11
		00340	Comm Dev Special Rev Fund	22,412.19
		00346	Recreation Fund	374.00
		00347	Parks, Rec & Cultural Services	113,386.05
		01250	Dial-a-Ride/Transportation	7,739.01
Pay Period Total:				
Sum				1,125,060.33



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) April 17, 2012 (Shirtsleeve Session)  
b) April 17, 2012 (Special Meeting)  
c) April 18, 2012 (Regular Meeting)  
d) April 24, 2012 (Shirtsleeve Session)

**MEETING DATE:** May 2, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) April 17, 2012 (Shirtsleeve Session)  
b) April 17, 2012 (Special Meeting)  
c) April 18, 2012 (Regular Meeting)  
d) April 24, 2012 (Shirtsleeve Session)

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

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

\_\_\_\_\_  
Randi Johl  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 17, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 17, 2012, commencing at 7:05 a.m.

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

Absent: Council Member Katzakian

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

B. Topic(s)

B-1 Receive Update on Harney Lane Grade Separation at the Union Pacific Railroad Crossing (PW)

City Manager Bartlam briefly introduced the subject matter of the Harney Lane Grade Separation Project.

Public Works Director Wally Sandelin and Matt Satow, representing Mark Thomas and Company, provided a PowerPoint presentation regarding the Harney Lane/Union Pacific Railroad Grade Separation Project. Specific topics of discussion included the goals of the presentation, feasibility study, existing conditions, design criteria, grade separation alternatives, roadway cross sections, feasibility alternatives, underpass and overhead alternatives, outreach efforts, stakeholder feedback, schedule, and next steps.

In response to Mayor Mounce, Mr. Satow stated there is a good portion of land set aside on the north side for the right-of-way but there will be a need to acquire land on the south side for the right-of-way.

In response to Mayor Pro Tempore Nakanishi, Mr. Satow stated the overhead alternative is less expensive although the underpass alternative is visually more pleasing and has less noise impacts.

In response to Council Member Hansen, Mr. Satow stated with the overpass alternative the cut slope and utility concerns shown on the underpass alternative slide are not present.

In response to Mayor Pro Tempore Nakanishi and Council Member Johnson, Mr. Satow provided a brief overview of the Public Utilities Commission approval process, funding availability, and the decision of the legislative body to pursue either the overpass or underpass option.

In response to Mayor Pro Tempore Nakanishi, Mr. Satow stated the overhead alternative takes more land because of the standard embankment needs.

In response to Council Member Johnson, Mr. Satow stated the Varner property is a residential property.

In response to Council Member Hansen, Mr. Satow stated with respect to truck movements turn radius needs and the size of trucks are considered.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated different stakeholders will have different impacts from the different alternatives for both temporary and permanent access.

In response to Mayor Pro Tempore Nakanishi, Mr. Sandelin stated the \$20 million funding for the project came from a variety of sources including State transportation funds, Public Utilities Commission funds, and local and railroad funds. Mr. Sandelin stated he will provide the Council with the funding breakdown of the project as requested.

In response to Mayor Mounce, Mr. Sandelin confirmed that developer fees are not a funding source for this particular project.

Greg Costa spoke regarding his concerns about the timing of the meetings, availability of details of the plan, and timing of business operations for impact purposes.

Jeff Wade spoke in regard to his concerns about considering an alternative utilizing pillars so that the area underneath can be used by the property owners for storage or other purposes.

Gary Tsusumi spoke in regard to his concerns about the timing of meetings, the need for additional information that provides specific impact details, and the timing of the project on seasonal operations.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:45 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 17, 2012**

A. Call to Order / Roll Call

The Special City Council meeting of April 17, 2012, was called to order by Mayor Mounce at 7:00 a.m.

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

Absent: Council Member Katzakian

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

B. Consent Calendar

B-1 Authorize the City Manager to Execute CalGRIP Grant Award Agreement (CM)

Council Member Johnson made a motion, second by Council Member Hansen, to authorize the City Manager to execute the CalGRIP Grant Award Agreement.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Katzakian

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:05 p.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, APRIL 18, 2012**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of April 18, 2012, was called to order by Mayor Mounce at 6:30 p.m.

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

Absent: Council Member Katzakian

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

C-2 Announcement of Closed Session

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

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

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 7:00 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of April 18, 2012, was called to order by Mayor Mounce at 7:00 p.m.

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

Absent: Council Member Katzakian

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

B. Presentations

B-1 Presentation of Certificate of Recognition to Brian Watts for Life Saving Efforts

Mayor Mounce presented a Certificate of Recognition to Brian Watts who, on March 23, 2012, bravely put himself in harms way to save a driver of a dump truck who had been struck by another vehicle and was trapped in the truck, which was leaking fuel and engulfed in flames.

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

Council Member Hansen made a motion, second by Mayor Pro Tempore Nakanishi, 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, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: Council Member Katzakian

C-1 Receive Register of Claims in the Amount of \$8,851,056.36 (FIN)

Claims were approved in the amount of \$8,851,056.36.

C-2 Approve Minutes (CLK)

The minutes of April 3, 2012 (Shirtsleeve Session), April 4, 2012 (Regular Meeting), April 10, 2012 (Shirtsleeve Session), and April 10, 2012 (Special Meeting) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for Tree Maintenance for Fiscal Year 2012/13 (PW)

Approved the specifications and authorized advertisement for bids for tree maintenance for fiscal year 2012/13.

C-4 Approve Specifications and Authorize Advertisement for Bids for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 (PW)

Approved the specifications and authorized advertisement for bids for extruded thermoplastic lane line marking for various City streets for fiscal year 2012/13.

C-5 Adopt Resolution Approving Purchase of 2012 John Deere 210K Tractor Loader from Pape Machinery, of French Camp (\$92,659) (PW)

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

In response to Council Member Hansen, Public Works Director Wally Sandelin stated the City is somewhat limited with respect to local businesses when it utilizes the State's contracting services. Mr. Sandelin stated staff does check with local business when purchasing replacement cars and trucks.

Council Member Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2012-44 approving the purchase of 2012 John Deere 210K tractor loader from Pape Machinery, of French Camp, in the amount of \$92,659.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Katzakian

C-6 Adopt Resolution Authorizing the City Manager to Execute Contract for Roget Park Improvements, 2229 Tienda Drive, with Hemington Landscape Services, of Cameron Park (\$543,207.50), and Appropriating Funds (\$600,000) (PW)

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

Council Member Hansen commended the efforts of those involved with the completion of the Roget Park project including the Roget Family.

Council Member Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2012-45 authorizing the City Manager to execute contract for Roget Park Improvements, 2229 Tienda Drive, with Hemington Landscape Services, of Cameron Park, in the amount of \$543,207.50, and appropriating funds in the amount of \$600,000.

**VOTE:**

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Katzakian

C-7 Adopt Resolution Authorizing the City Manager to Execute Contract and Contract Extensions for Fixed Route, ADA Paratransit, and Demand Response Operations for Fiscal Years 2012/13 to 2014/15 with MV Transportation, Inc., of Fairfield (\$1,682,365 for Fiscal Year 2012/13) (PW)

Adopted Resolution No. 2012-36 authorizing the City Manager to execute contract and contract extensions for fixed route, ADA paratransit, and demand response operations for fiscal years 2012/13 to 2014/15 with MV Transportation, Inc., of Fairfield, in the amount of \$1,682,365 for fiscal year 2012/13.

C-8 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Surface Water Treatment Plant Transition Management Services with Carollo Engineers, Inc., of Sacramento, and Appropriating Funds (\$203,900) (PW)

Adopted Resolution No. 2012-37 authorizing the City Manager to execute professional services agreement for Surface Water Treatment Plant transition management services with Carollo Engineers, Inc., of Sacramento, and appropriating funds in the amount of \$203,900.

C-9 Adopt Resolution Authorizing the City Manager to Execute Amendment to Professional Services Agreement for Design Services for Grape Bowl Stadium with Siegfried Engineering, Inc., of Stockton (\$17,800), and Appropriating Funds (\$20,000) (PW)

Adopted Resolution No. 2012-38 authorizing the City Manager to execute amendment to professional services agreement for design services for Grape Bowl Stadium with Siegfried Engineering, Inc., of Stockton, in the amount of \$17,800, and appropriating funds in the amount of \$20,000.

C-10 Adopt Resolution Authorizing the City Manager to Execute Amendment to Professional

Services Agreement for Development Impact Mitigation Fee Program Update with Harris and Associates, of Tracy (\$30,000), and Appropriating Funds (\$50,000) (PW)

Adopted Resolution No. 2012-39 authorizing the City Manager to execute amendment to professional services agreement for Development Impact Mitigation Fee Program update with Harris and Associates, of Tracy, in the amount of \$30,000, and appropriating funds in the amount of \$50,000.

C-11 Adopt Resolution Approving the Northern California Power Agency Legislative and Regulatory Affairs Program Agreement and Authorizing the City Manager to Execute Said Agreement (EUD)

Adopted Resolution No. 2012-40 approving the Northern California Power Agency Legislative and Regulatory Affairs Program Agreement and authorizing the City Manager to execute said agreement.

C-12 Adopt Resolution Authorizing the City Manager to Execute a Consultant Services Agreement with Northern California Power Agency Regarding crmOrbit, Inc., and Allocate Public Benefit Program Funds (\$27,000) (EUD)

Adopted Resolution No. 2012-41 authorizing the City Manager to execute a consultant services agreement with Northern California Power Agency regarding crmOrbit, Inc., and allocated Public Benefit Program funds in the amount of \$27,000.

C-13 Adopt Resolution Authorizing the City Manager to Allocate \$25,000 in Public Benefit Program Funds for a Research, Development, and Demonstration Grant to Lodi Unified School District (EUD)

Adopted Resolution No. 2012-42 authorizing the City Manager to allocate \$25,000 in Public Benefit Program funds for a research, development, and demonstration grant to Lodi Unified School District.

C-14 Adopt Resolution Approving the Application for the Department of Boating and Waterways Grant (PRCS)

Adopted Resolution No. 2012-43 approving the application for the Department of Boating and Waterways Grant.

C-15 Receive Report Regarding League of California Cities Communications Pertaining to Assembly Bill 1627 and Senate Bill 1498 (CLK)

Received report regarding League of California Cities communications pertaining to Assembly Bill 1627 and Senate Bill 1498.

C-16 Adopt Resolution Approving Lodi Professional Firefighters Memorandum of Understanding for the Period of January 1, 2012 through November 30, 2013 (CM)

Council Member Hansen made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2012-46 approving Lodi Professional Firefighters Memorandum of Understanding for the period of January 1, 2012 through November 30, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson  
Absent: Council Member Katzakian

C-17 Set Public Hearing for May 2, 2012, to Approve the Final 2012/13 Action Plan for the Community Development Block Grant Program (CD)

Set public hearing for May 2, 2012, to approve the Final 2012/13 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. 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.

None.

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

Council Member Johnson commended the efforts of those involved in Phase II of the water meter installation project including the contractor, suggested outreach to the gardeners in the community regarding prohibited blowing of waste into the stormdrains, and reported on the City Hall tour given to German exchange students.

Mayor Mounce stated she was grateful that another tax season had come to a close.

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

None.

G. Public Hearings

- G-1 Public Hearing to Consider Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.175, "Schedule ECA - Energy Cost Adjustment," in its Entirety to Include Flat Energy Cost Adjustment Option (EUD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Mounce called for the public hearing to consider amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Section 13.20.175, "Schedule ECA - Energy Cost Adjustment," in its entirety to include flat energy cost adjustment option.

City Manager Bartlam provided a brief introduction to the subject matter of the flat energy cost adjustment (ECA).

Electric Utility Director Kirkley provided a PowerPoint presentation regarding the flat ECA. Specific topics of discussion included background, purpose of flat ECA, proposal, flat ECA calculation, and eligible customers.

In response to Council Member Hansen, Ms. Kirkley stated the proposed adjustment would

be done every fiscal year starting July 1, 2012, on an opt-in program basis.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated the proposed adjustment does not cost the ratepayers anything extra and the only impact is to the eligible customers who throughout the year will end up paying the same amount. Mr. Bartlam stated the larger customers prefer to have their monthly cost evened out based on estimates to avoid big swings when the ECA changes.

Mayor Mounce opened the public hearing.

Pat Patrick, representing the Chamber of Commerce, provided a brief overview of some of the eligible customers as indicated in the presentation and specifically discussed the type of business and the approximate number of employees in said business.

Receiving no further comments, Mayor Mounce closed the public hearing.

Council Member Hansen made a motion, second by Council Member Johnson, to introduce Ordinance No. 1858 amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Section 13.20.175, "Schedule ECA - Energy Cost Adjustment," in its entirety to include flat energy cost adjustment option.

VOTE:

The above motion carried by the following vote:

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

Noes: Mayor Mounce

Absent: Council Member Katzakian

G-2 Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Mounce called for the public hearing to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

City Manager Bartlam provided a brief introduction to the subject matter of the wastewater rates.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the wastewater rates. Specific topics of discussion included the background, rate adjustments, major expenditures, fund highlights, comparative rates, and usage based billing.

In response to Mayor Pro Tempore Nakanishi, Mr. Sandelin stated the City falls in the middle in comparison to wastewater rates in other communities and the lack of rate increases would result in deferred maintenance of wastewater infrastructure.

Mayor Mounce opened the public hearing and receiving no comments closed the public hearing.

Council Member Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2012-47 setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Katzakian

H. Communications

H-1 Post for Vacancy on the Lodi Senior Citizens Commission (CLK)

Council Member Hansen made a motion, second by Mayor Mounce, to direct the City Clerk to post for the following vacancy:

Lodi Senior Citizens Commission

Winona Ellwein, term to expire December 31, 2013

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Katzakian

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 8:15 p.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 24, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 24, 2012, commencing at 7:00 a.m.

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

Absent: Council Member Hansen

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

B. Topic(s)

B-1 Surface Water Treatment Plant Facilities Tour (PW)

Public Works Director Wally Sandelin and Deputy Public Works Director Larry Parlin conducted a tour of the new Surface Water Treatment Plant located on Turner Road. Specific topics of discussion included the overall history of the project including the approval process and financing, anticipated plant operations, construction status, and the time line for the completion of the project.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Accept the quarterly investment report as required by Government Code Section 53646 and the City of Lodi Investment Policy.

**BACKGROUND INFORMATION:** Government Code Section 53646 and the City of Lodi Investment Policy require that local agency treasurers submit a quarterly report on investments to the legislative body of the local agency.

The total of all invested funds as of the quarter ending March 31, 2012 is \$77,589,887.74.

The average annualized return on all invested funds over the quarter has been 0.401 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, 2012 INVESTMENT STATEMENT**

---

<b>Local Agency Investment Funds *</b>	<b>85.4% of Portfolio</b>	
Avg. interest earnings as of 03-31-12	0.38%	
LODI	Local Agency Inv Fund (LODI)	41,996,084.75
LPIC	Local Agency Inv Fund (LPIC)	24,228,654.51
	<b>Subtotal LAIF</b>	<b>66,224,739.26</b>
<b>Certificates of Deposit</b>	<b>.06% of Portfolio</b>	
matures 03/08/2013	Bank of Ag. & Comm. (cost) 0.50% int.	250,000.00
matures 06/18/2012	Central Valley Comm. Bank (cost) 0.85% int.	250,000.00
	<b>Subtotal CD</b>	<b>500,000.00</b>
<b>Passbook/Checking Accounts</b>	<b>14.0% of Portfolio</b>	
Farmers & Merchants	demand account - no interest earnings	1,847,978.06**
Farmers & Merchants - Money Mkt.	0.55% interest earnings	4,899,464.69
Farmers & Merchants - Payroll	demand account - no interest earnings	36,886.87
Farmers & Merchants - Central Plume	demand account - no interest earnings	15,938.59
Farmers & Merchants - CP Money Mkt.	0.55% interest earnings	4,064,880.27
	<b>Subtotal P/C Accts</b>	<b>10,865,148.48</b>
	 <b>TOTAL</b>	 <b>\$77,589,887.74</b>

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

---

4/16/2012

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 2, 2012

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Accept quarterly report of purchases between \$10,000 and \$20,000.

**BACKGROUND INFORMATION:** During the first calendar quarter of 2012, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through Q.

Exh.	Date	Contractor	Project	Award Amt.
A	1/10/12	ERMCO	Transformers	\$18,436.03
B	1/10/12	All Phase Electric Supply	Streetlight Heads and Globes	\$16,264.86
C	1/11/12	General Pacific Inc.	Wire	\$13,813.56
D	1/30/12	Jensen Precast	Concrete Vault, Risers, Lids & Adapters	\$13,888.98
E	1/19/12	Bobcat Central Inc.	Surface Water Treatment Plant Utility Vehicle	\$14,686.06
F	1/26/12	Survalent Technology Corp.	SCADA System Annual Maint.	\$19,480.00
G	1/31/12	Osmose	Software Update & Licenses	\$10,512.48
H	2/1/12	Foster Flow Control	Secondary Effluent Bypass 24"	\$13,475.63
I	2/7/12	General Pacific Inc.	Transformer and Wire	\$11,372.93
J	3/6/12	ERMCO	Padmount Transformers	\$10,826.72
K	3/6/12	ERMCO	Pole Mount Transformers	\$11,182.30
L	3/13/12	CompuCom	Software Compliance Manager	\$13,200.25
M	3/13/12	Golden State Flow Measurement	8" Chamber Meter	\$14,470.83
N	3/19/12	Aqua Aerobics Systems Inc.	White Slough Cloth Sack Replacement	\$19,574.94
O	3/27/12	Entisys Solutions Inc.	EUD Data Warehouse	\$19,809.47
P	3/29/12	Wesco Distribution	3 Phase Module Cabinets	\$12,916.26
Q	3/29/12	Wesco Distribution	Tension Sleeve, DA Bolts & Concrete Boxes	\$10,220.62

**FISCAL IMPACT:** Varies by project. All purchases were budgeted in the 2011-2012 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

# RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Electric Inventory  
DEPARTMENT: Electric Utility  
CONTRACTOR Ermco C/O Hees Enterprises  
AWARD AMOUNT: \$18,436.03  
DATE OF RECOMMENDATION: 01/10/12

---

**BIDS OR PROPOSALS RECEIVED:**

Ermco C/O Hees Enterprises	\$18,436.03
HD Supply Utilites Portland	\$20,353.98
Howard Industries Silicone Core	\$22,390.45
Howard Industries Amorphous Core	\$22,185.73
Pacific Utility Supply	\$21,593.10

**“NO BID” or NO RESPONSE RECEIVED:**

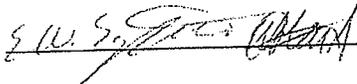
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These transformers are for the Electric Inventory. They will be used in new construction, and also replacement of failed transformers in the system. Ermco is the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 20960

**EXHIBIT B**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Electric Inventory  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** All-Phase Electric Supply  
**AWARD AMOUNT:** \$16,264.86  
**DATE OF RECOMMENDATION:** 01/10/12

---

**BIDS OR PROPOSALS RECEIVED:**  
All Phase Electric Supply \$16,264.86

**"NO BID" or NO RESPONSE RECEIVED:**

General Pacific  
HD Supply Benicia  
HD Supply Portland  
Rexel  
Wesco Distribution  
Platt Electric Supply

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These streetlight heads and globes are for the Electric Inventory. They will be used in new construction, and also replacement of failed streetlight heads and globes in the system. All Phase Electric Supply is the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: *[Signature]*

Purchase Order No.: 20965

**EXHIBIT C**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** #8 Str Red and Green Wire  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** General Pacific  
**AWARD AMOUNT:** \$13,813.56  
**DATE OF RECOMMENDATION:** 01/11/2012

---

**BIDS OR PROPOSALS RECEIVED:**

General Pacific	\$13,813.56
All Phase	\$14,115.25
Rexel	\$16,162.50
Platt	\$15,128.10
Intraline	\$20,472.50
HD Supply Benicia	\$15,085.00

**"NO BID" or NO RESPONSE RECEIVED:**

GEXPRO  
Wesco Distribution  
HD Supply Portland  
One Source Distribution

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

The wire is for the fusing and grounding of streetlights. General Pacific was the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 20967

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Concrete Vault risers, lids & adapters  
DEPARTMENT: Electric Utility  
CONTRACTOR Jensen Precast  
AWARD AMOUNT: \$13,888.98  
DATE OF RECOMMENDATION: 01/30/2012

---

BIDS OR PROPOSALS RECEIVED: Jensen Precast \$13,888.98

"NO BID" or NO RESPONSE RECEIVED: Utility Vault/Old Castle

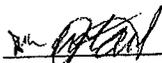
### BACKGROUND INFORMATION & BASIS FOR AWARD:

The concrete vault parts are used in repair of existing vaults. They are also used in new vault construction. The vault parts are made to our specification so that they will work on either a Jensen Vault or a Utility Vault/Oldcastle. Jensen and Utility Vault are the only two manufactures in the City Electric System. Oldcastle has purchased Utility Vault, Brooks Concrete, Christy Concrete, and other vault manufactures. Jensen Precast is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

**EXHIBIT E**

**RECOMMENDATION FOR CONTRACT AWARD**

<b>PROJECT NAME:</b>	Surface Water Treatment Plant Utility Vehicle		
<b>DEPARTMENT:</b>	Public Works		
<b>CONTRACTOR</b>	Bobcat Central Inc.		
<b>AWARD AMOUNT:</b>	\$14,686.06		
<b>DATE OF RECOMMENDATION:</b>	01/19/2012		
<b>BIDS OR PROPOSALS RECEIVED:</b>			
	Bobcat Central Inc.	\$14,686.06	
	Garton Tractor	\$14,870.95	
	Woodland Tractor & Equipment Co Inc.	\$15,196.69	
<b>"NO BID" or NO RESPONSE RECEIVED:</b>			
<b>BACKGROUND INFORMATION &amp; BASIS FOR AWARD:</b>			
	Resolution No. 2010-182, City Council Authorizing the construction and equipment purchase to operate included \$200,000 appropriated for shop of equipment. A yard utility vehicle is necessary for the every day operation of the plant. This vehicle will also be a valuable tool during the plant construction process. Public Works recommends the purchase of this vehicle now to be utilized during the construction using the appropriated funds.		
<b>FUNDING:</b>	181011.1836.2300		

Prepared by: Randy Laney

Title: Fleet Services Supervisor

Reviewed by: \_\_\_\_\_

Purchase Order No.

**RECOMMENDATION FOR CONTRACT AWARD**

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**PROJECT NAME:** Survalent  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** Survalent Technology Corporation  
**AWARD AMOUNT:** \$19,480.00  
**DATE OF RECOMMENDATION:** January 26, 2012

---

**BIDS OR PROPOSALS RECEIVED:**  
Survalent Technology Corporation \$19,480.00

**"NO BID" or NO RESPONSE RECEIVED:**  
N/A

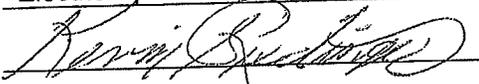
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Renewal of the annual maintenance contract on the City of Lodi's SCADA system that monitors and controls the electric, water, & wastewater systems in the City of Lodi. Renewal also includes training, not included in previous contract.

**FUNDING:** 160653.7335, 181011.1825.2300

Prepared by: Kevin Riedinger

Title: Electric Operations Superintendent

Reviewed by: 

Purchase Order No.

**EXHIBIT G**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Electric Engineering  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** OSMOSE  
**AWARD AMOUNT:** \$10,512.48  
**DATE OF RECOMMENDATION:** 01/31/12

---

**BIDS OR PROPOSALS RECEIVED:** \$10,512.48  
Osrose

**"NO BID" or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

This software update and new licenses are for an existing software package on the EUD Engineering computers. The version we own has to be updated and the individual computers must have their own licenses.

**FUNDING: 160612.7355**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: \_\_\_\_\_

Purchase Order No.:

**EXHIBIT H**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Secondary Effluent Bypass 24" Pratt/Milliken Butterfly Valve  
**DEPARTMENT:** Public Works  
**CONTRACTOR** Foster Flow Control  
**AWARD AMOUNT:** \$13,475.63  
**DATE OF RECOMMENDATION:** 2/1/12

---

**BIDS OR PROPOSALS RECEIVED:**

Foster Flow Control	\$13,475.63
Allied Packing	\$13,676.25
Frank Olsen (vendor did not spec like equipment)	\$11,373.42

**"NO BID" or NO RESPONSE RECEIVED:**

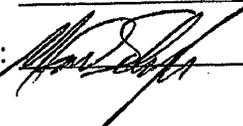
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

The valve will enable the secondary effluent to bypass the filters and UV system into the ponds, saving wear and tear on equipment and a savings in electrical usage.

**FUNDING:** 170403.7331

Prepared by: Kelly Powers

Title: Water/Wastewater Supervisor

Reviewed by: 

Purchase Order No.

**EXHIBIT I**

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** Current Transformer, #12 str cu wire, #8 Str cu wire  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** General Pacific  
**AWARD AMOUNT:** \$11,372.93  
**DATE OF RECOMMENDATION:** 02/07/2012

---

<b>BIDS OR PROPOSALS RECEIVED:</b>	<b>Wire Only</b>	<b>W/Current Tra</b>
General Pacific	\$10,933.12	\$11,372.93
All Phase N/B Current Transformer	\$11,184.45	0.00
Rexel N/B Current Transformer	\$12,752.21	0.00
Platt N/B Current Transformer	\$15,217.00	0.00
Intraline N/B Current Transformer	\$13,818.94	0.00
HD Supply Benicia N/B Current Transformer	\$12,202.69	0.00

**"NO BID" or NO RESPONSE RECEIVED:**

GEXPRO  
Wesco Distribution  
HD Supply Portland  
One Source Distribution

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

The current transformer is for primary metering. The wire is for the fusing and grounding of streetlights. General Pacific was the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 20961

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Padmount Transformers  
DEPARTMENT: Electric Utility  
CONTRACTOR: ERMCO/Hees Enterprises  
AWARD AMOUNT: \$10,826.72  
DATE OF RECOMMENDATION: 03/06/2012

---

**BIDS OR PROPOSALS RECEIVED:**

Ermco/Hees Enterprises	\$10,826.72
Howard Industries	\$12,257.64
ABB/Pacific Utility Supply	\$11,313.75

**"NO BID" or NO RESPONSE RECEIVED:**  
CG Power Systems  
HD Supply Portland

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These transformers will be used in new construction and replacement of a failed transformers in the Electric System. Ermco/Hees Enterprises was the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 21055

## RECOMMENDATION FOR CONTRACT AWARD

---

**PROJECT NAME:** Pole Mount Transformers  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** ERMCO/Hees Enterprises  
**AWARD AMOUNT:** \$11,182.30  
**DATE OF RECOMMENDATION:** 03/06/2012

---

**BIDS OR PROPOSALS RECEIVED:**

Ermco/Hees Enterprises	\$11,182.30
HD Supply Portland	\$12,574.43
Howard Industries	\$13,354.54
ABB/Pacific Utility Supply	\$12,142.35

**"NO BID" or NO RESPONSE RECEIVED:**  
CG Power Systems

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These transformers will be used in new construction and replacement of failed transformers in the Electric System. Ermco/Hees Enterprises was the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 21056

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: Software Compliance Manager  
DEPARTMENT: Internal Scvs/ISD  
CONTRACTOR: CompuCom  
AWARD AMOUNT: \$13,200.25  
DATE OF RECOMMENDATION: 3-13-12

---

BIDS OR PROPOSALS RECEIVED:

CompuCom	\$13,200.25
Ideal Solutions	\$14,623.35
Express Matrix	\$15,362.00

"NO BID" or NO RESPONSE RECEIVED:

### BACKGROUND INFORMATION & BASIS FOR AWARD:

The purpose of this software program is to automate comprehensive software license management and usage analysis

FUNDING: ISD 100411.7313

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: \_\_\_\_\_

Purchase Order No.

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: 8" Chamber Meter Purchase  
DEPARTMENT: Public Works  
CONTRACTOR Golden State Flow Measurement Inc  
AWARD AMOUNT: \$14,470.83  
DATE OF RECOMMENDATION: 3/13/12

---

BIDS OR PROPOSALS RECEIVED: \$14,470.83  
Golden State Flow Measurement Inc  
Sole Source Letter  
Attached

"NO BID" or NO RESPONSE RECEIVED:

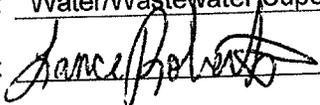
### BACKGROUND INFORMATION & BASIS FOR AWARD:

The Water/Wastewater Division needs to purchase an eight inch omni meter for the Casa De Lodi meter installation project. The property owner will be paying the City of Lodi for the cost of the meter.

FUNDING: 181402.1831.2100

Prepared by: Lance Roberts

Title: Water/Wastewater Superintendent

Reviewed by: 

## RECOMMENDATION FOR CONTRACT AWARD

---

**PROJECT NAME:** White Slough Cloth Sack Replacement  
**DEPARTMENT:** Public Works  
**CONTRACTOR** Aqua-Aerobics Systems, Inc.  
**AWARD AMOUNT:** \$19,574.94  
**DATE OF RECOMMENDATION:** March 19, 2012

---

**BIDS OR PROPOSALS RECEIVED:**  
Aqua-Aerobics Systems, Inc. \$19,574.94

**"NO BID" or NO RESPONSE RECEIVED:**  
None

**BACKGROUND INFORMATION & BASIS FOR AWARD:**  
No other bids were pursued as this is a sole source supplier as noted in attached letter.

---

**FUNDING:** 171493.1836.2300

---

Prepared by: Kenneth Capitanich

Title: Chief Wastewater Plant Operator

Reviewed by: \_\_\_\_\_

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: EUD DATA WAREHOUSE  
DEPARTMENT: ISD  
CONTRACTOR ENTISYS SOLUTIONS INC  
AWARD AMOUNT: \$19,809.47  
DATE OF RECOMMENDATION: 3/27/12

---

<b>BIDS OR PROPOSALS RECEIVED:</b>	
ENTISYS SOLUTIONS INC	\$19,809.47
9TO5 COMPUTER.COM	\$24,225.00
INSIGHT	\$26,001.99

"NO BID" or NO RESPONSE RECEIVED:

### BACKGROUND INFORMATION & BASIS FOR AWARD:

Electric Utility desires to utilize meter read data for statistical and transformer use tracking purposes. This device will be used for long term data storage supporting these activities. The make and model of this unit is similar to the ones previously purchased.

### FUNDING:

Prepared by: STEVE MANN  
Title: IS MANAGER  
Reviewed by: \_\_\_\_\_

Purchase Order No.

## RECOMMENDATION FOR CONTRACT AWARD

---

PROJECT NAME: 3-Phase Module Cabinets  
DEPARTMENT: Electric Utility  
CONTRACTOR: Wesco Distribution  
AWARD AMOUNT: \$12,916.26  
DATE OF RECOMMENDATION: 03/29/2012

---

**BIDS OR PROPOSALS RECEIVED:**

Wesco Distribution  
HD Supply Benicia

\$12,916.26  
\$13,059.30

**"NO BID" or NO RESPONSE RECEIVED:**

All Phase, Platt Electric Supply, GEXPRO, Intraline  
HD Supply Portland, Ace Supply, Rexel, Azco  
One Source Distribution

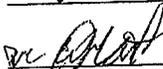
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

These 3-Phase Module Cabinets will be used in new construction and rebuilding of the current Electric System. Wesco Distribution was the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

Purchase Order No.: 21100

**RECOMMENDATION FOR CONTRACT AWARD**

PROJECT NAME: Tension Sleeve, DA Bolts, Concrete Boxes  
 DEPARTMENT: Electric Utility  
 CONTRACTOR: Wesco Distribution  
 AWARD AMOUNT: \$10,220.62  
 DATE OF RECOMMENDATION: 03/29/2012

BIDS OR PROPOSALS RECEIVED:	ALL Items	Boxes Only	Bolts	Sleeve
Wesco Distribution	\$10,220.62	\$ 9,075.24	\$447.16	\$698.22
HD Supply Portland	\$ 14,303.49	\$13,058.98	\$495.65	\$748.86
General Pacific	0.00	0.00	\$621.72	0.00
Platt Electric	0.00	\$11,675.79	0.00	0.00
HD Benicia	0.00	0.00	\$468.71	\$928.81
AZCO	0.00	\$12,317.44	0.00	0.00
One Source Distribution	0.00	0.00	\$497.81	\$1,016.08

**"NO BID" or NO RESPONSE RECEIVED:**  
 All Phase, GEXPRO, Intraline  
 Ace Supply, Rexel,

**BACKGROUND INFORMATION & BASIS FOR AWARD:**  
 These items will be used in new construction and repair of the existing Electric System.  
 WESCO Distribution was the low responsible bidder and was awarded the Purchase Order.

**FUNDING: 160.1496**

Prepared by: Randy Lipelt  
 Title: Buyer  
 Reviewed by: 



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for City Hall Carport and Public Safety Building Jail Roof and Gutter Replacement Project

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for City Hall carport and Public Safety Building jail roof and gutter replacement project.

**BACKGROUND INFORMATION:** The Public Safety Building (PSB) was constructed in 1967 and consists of steel framing with masonry walls. The roof over the decommissioned jail area consists of 3,016 square feet of multi-ply built-up roof with glass felts and asphalt inter-ply bitumen surfaced with a granulated cap sheet. The original roof was replaced in 1987, leaks significantly and can no longer be patched. The decommissioned jail area is used for storage of office systems furniture, plumbing, electrical, painting and woodworking supplies that are used by the Facilities Services Division staff for general building maintenance.

The City Hall carport building was also constructed in 1967 and consists of wood framing with masonry walls. The roof over the carport consists of 2,400 square feet of multi-ply built-up roof with organic felts and coal tar inter-ply bitumen surfaced with a river gravel embedded in floodcoat. The existing 45-year old roof has never been replaced, leaks significantly and can no longer be patched. The carport areas house the Facilities Services Division's maintenance shop and offices and provides parking for three City vehicles and three private vehicles. The life expectancy of a built-up type roof is approximately 25 years. Both structures have met or exceeded the useful life for its type of roofing.

After consulting with roofing contractors, staff recommends that a new thermoplastic, single-ply roofing system be applied over the existing roof of both facilities. The single-ply roof construction is similar to recently-installed roofs at the Police Station, Finance Department and Carnegie Forum. The estimated construction cost of the single-ply roof over both facilities is \$110,000. The life expectancy of a single-ply roof is 25 to 30 years. The contract includes a requirement for a 20-year warranty.

To halt further damage caused by existing leaks, it is recommended Council approve plans and specifications and authorize advertisement for bids for these two projects. The plans and specifications are on file in the Public Works Department.

**FISCAL IMPACT:** Replacing the roofs will reduce repair costs for the interior spaces caused by leaking water.

**FUNDING AVAILABLE:** Funding for this project will be specified at the time of contract award.

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

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

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 3 Standby Generator

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Fire Station No. 3 standby generator.

**BACKGROUND INFORMATION:** The standby generator at Fire Station No. 3, shown in Exhibit A, is a natural-gas-fueled 4-cylinder generator manufactured by Kohler in 1975. The fire station is an essential facility that relies on the standby generator to maintain operations during electrical outages.

The generator at Fire Station No. 3 has become less reliable and parts are difficult to find. In addition, the generator runs on natural gas, which can be unavailable during large scale disasters. Staff recommends the existing generator be replaced with a diesel-powered generator similar to those at City water wells, wastewater lift stations, and storm water pump stations.

On February 19, 2003, the City Council approved Olympian (supplied by Caterpillar) as the standard for standby electric generator equipment in the City. The specifications reflect that Council action.

The specifications are on file in the Public Works Department. The planned bid opening date is May 30, 2012. The estimated cost is \$65,000.

**FISCAL IMPACT:** Replacing this 37-year-old generator will reduce maintenance and repair costs and improve reliability.

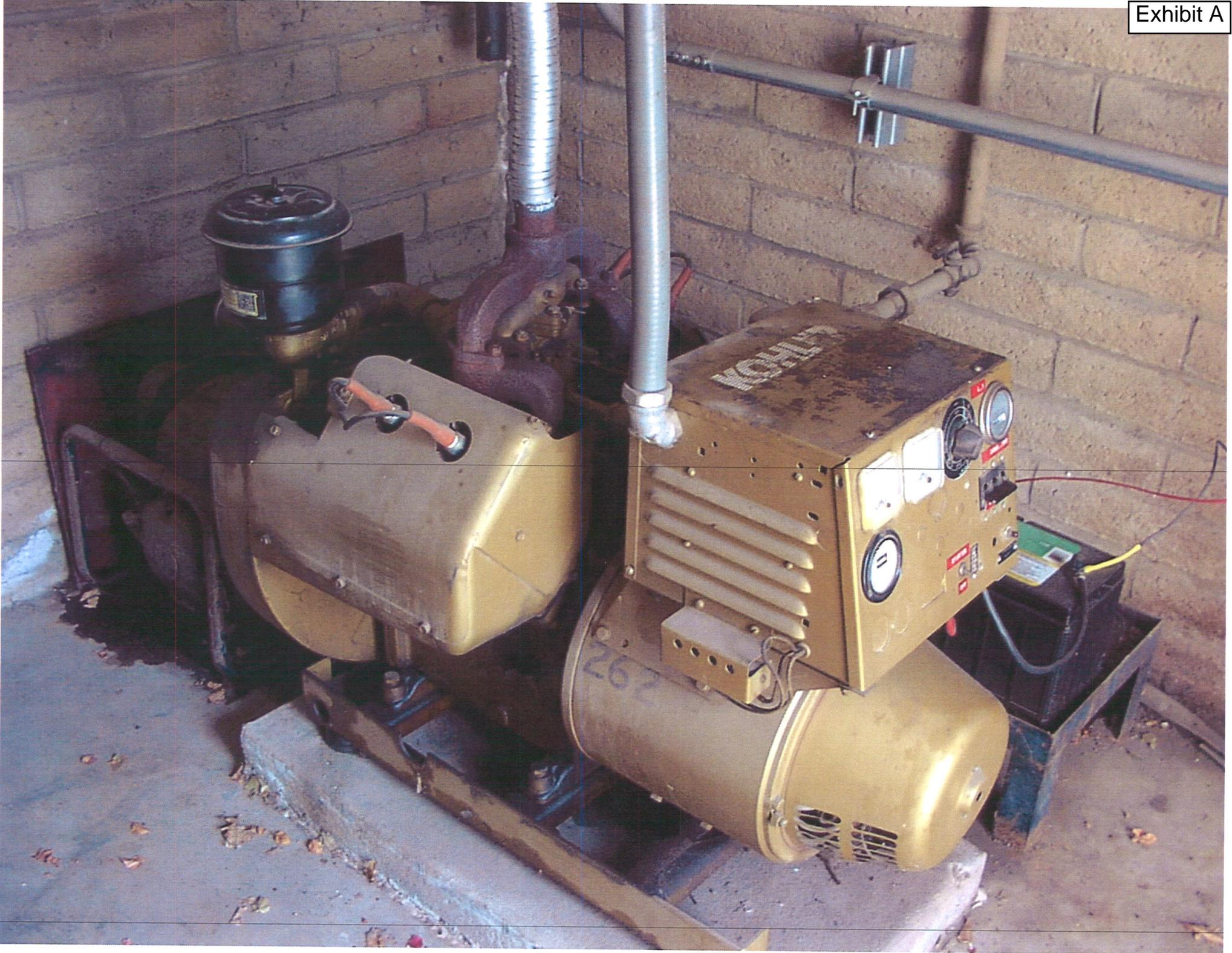
**FUNDING AVAILABLE:** Funding will be specified at the time of contract award.

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F. Wally Sandelin  
Public Works Director

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

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager





TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 800 Tons of Asphalt Materials for Fiscal Year 2012/13

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 800 tons of asphalt materials for Fiscal Year 2012/13.

**BACKGROUND INFORMATION:** The asphalt materials purchase is needed to carry out preventative street maintenance and repairs. In the past few years, due to budget shortfalls, the street maintenance program did not include a thin overlay program but only purchased materials needed for localized repairs.

This year, the Streets and Drainage Division plans to increase its focus on street pavement maintenance. The amount of asphalt requested for Fiscal Year 2012/13 is an increase over prior years (500 tons to 800 tons) to accommodate localized repair needs and includes a thin overlay program. Additionally, the purchase of cold patch material, traditionally purchased on an as-needed basis, has been included. Including this material in the contract will stabilize costs and allow for better tracking of material use. The proposed contract will include an optional cost for delivery, if needed.

The specifications are on file in the Public Works Department. The project estimate is \$50,000. The planned bid opening date is May 23, 2012.

**FISCAL IMPACT:** Preventative maintenance will extend the useful life of our streets and reduce future street reconstruction costs.

**FUNDING AVAILABLE:** Funding for this project will be specified at the time of contract award.

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

Prepared by: Kathryn Garcia, Compliance Engineer

FWS/ KMG/pmf

cc: Deputy Public Works Director – Utilities  
Compliance Engineer

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for Procurement of Biosolids Dewatering Polymer at White Slough Water Pollution Control Facility

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility.

**BACKGROUND INFORMATION:** This project will procure polymer used in the newly-commissioned biosolids dewatering process at the White Slough Water Pollution Control Facility.

Staff has been working with the design engineer and equipment supplier to commission the new rotary press biosolids dewatering equipment. The equipment requires the use of polymer, a chemical that helps the water separate from the solids. Each vendor manufactures polymer using a proprietary chemical formula, so it is necessary to use a performance-based bid, including full-scale product testing with the dewatering equipment, to verify the actual polymer dosage and cost for each product.

Because the performance-based bidding process for polymer is lengthy and complex, it is expected that the contract term should be for a minimum of three years, to provide stable operating costs. The estimated annual cost is \$100,000 per year. The planned bid opening is June 27, 2012.

**FISCAL IMPACT:** The cost of polymer is included in the wastewater budget.

**FUNDING AVAILABLE:** Funding for this project will be specified at the time of contract award.

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

Prepared by Larry Parlin, Deputy Public Works Director - Utilities  
FWS/LP/pmf  
cc: Deputy Public Works Director – Utilities

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Improvement Deferral Agreement for 33 East Tokay Street

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute improvement deferral agreement for 33 East Tokay Street.

**BACKGROUND INFORMATION:** The owner of the property, Robert L. and Carolyn W. Reynolds Family, LLC, has submitted a building permit application (B11-1626) for the construction of an addition to an existing building located at 33 East Tokay Street (APN 047-020-02).

The building permit conditions for the construction of the new building include, but are not limited to, the installation of 381 feet of concrete sidewalks, curb, gutter, a curb return, 60 feet of 12-inch storm drain pipe and replacing/installing 5,525 square feet of asphalt concrete along Main Street. The estimated cost of these improvements is \$123,721. The owner has requested that the required improvements be deferred until such time similar improvements are completed on the northerly property on Main Street by that property owner or as part of a City improvement project, whichever occurs first.

The owner has signed the improvement deferral agreement and paid the necessary document preparation fee and recording fees. The agreement, in part, states that the owner agrees to pay for and complete the design and installation of the required improvements on Main Street in accordance with City standards, including payment for engineering and other applicable City fees, at the time of development of adjacent parcels, or at the request of the City, whichever occurs first.

Staff recommends approval of the improvement deferral agreement.

**FISCAL IMPACT:** None.

**FUNDING:** The improvement deferral agreement fee (\$1,849) and recording fees were paid by the owner.

---

F. Wally Sandelin  
Public Works Director

Prepared by Chris Boyer, Assistant Engineer  
FWS/CRB/pmf

cc: Development Services  
Robert L. and Carolyn W. Reynolds Family, LLC

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

WHEN RECORDED, RETURN TO:

City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

33 East Tokay Street, Lodi, California  
(APN 047-020-02)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and ROBERT L. AND CAROLYN W. REYNOLDS FAMILY, LLC, 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 33 East Tokay Street (APN 047-020-02) and described as follows:

See Exhibit A for legal description.

Building application (B11-1626) has been submitted to allow a tenant improvement to an existing building on the subject property. Installation of public improvements along Tokay Street and Main 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 381-feet of concrete sidewalks, curb, gutter, a curb return, 60-feet of 12-inch storm drain pipe, 2 catch stormwater catch basins and replacement/installment of 5,525 square feet of asphalt concrete, 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 and Main Street be deferred.

Council of the City will approve the deferral of the required Tokay Street and Main 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 and Main Street in accordance with City Standards, including payment for engineering and other applicable City fees, at the time of the widening of Main Street, 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 City shall be entitled to file a lien against said property for the full value of the improvement costs.
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:

Robert L. Reynolds  
33 E. Tokay St.  
Lodi, CA 95242

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: \_\_\_\_\_ 2012

By: \_\_\_\_\_  
Konradt Bartlam, City Manager

Attest: \_\_\_\_\_  
Randi Johl, City Clerk

Robert L. Reynolds, Manager

Dated: \_\_\_\_\_ 2012

\_\_\_\_\_

Approved as to form: \_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 

Dated: \_\_\_\_\_ 2012

EXHIBIT "A"

**PARCEL FIVE:** [APN: 047-020-02]

LOTS 19, 20, 21, 22, 23, 24, 25, 26, AND 27 IN BLOCK "A", AS SAID LOTS AND BLOCK ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, SUBDIVISION OF LOT 72 OF THE LODI BARNHART TRACT, FILED FOR RECORD JULY 8, 1908 IN VOLUME 4 OF MAPS AND PLATS, AT PAGE 30, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM THE WESTERLY 74.80 FEET THEREOF AS CONVEYED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, BY DEED RECORDED SEPTEMBER 26, 1908 IN BOOK "A" OF DEEDS, VOLUME 175, AT PAGE 27, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THOSE PORTIONS OF LOTS 26 AND 27 AS CONVEYED TO CENTRAL CALIFORNIA TRACTION COMPANY, A CORPORATION, BY DEED RECORDED APRIL 27, 1933 IN VOLUME 425 OF OFFICIAL RECORDS, AT PAGE 148, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THOSE PORTIONS OF LOTS 19 AND 20 AS CONVEYED TO TOKAY COLD STORAGE COMPANY, A CALIFORNIA CORPORATION, BY DEED RECORDED APRIL 13, 1951 IN VOLUME 1336 OF OFFICIAL RECORDS, AT PAGE 318.

Development: 33 East Tokay Street  
Developer:  
Engineer:

Acres:  
Date: 4/5/12

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>	
<b><u>Street System</u></b>								
1	Vertical Curb and Gutter	381	LF	29.00	11,049.00	381	11,049.00	
2	Sidewalk	2,858	SF	6.00	17,145.00	2,858	17,145.00	
3	Curb Return, including Handicap Ramp	1	EA	2,910.00	2,910.00	1	2,910.00	
4	Concrete Subgrade Compaction	2,858	SF	3.00	8,572.50	2,858	8,572.50	
5	Side Inlet Catch Basin	2	EA	2,328.00	4,656.00	2	4,656.00	
6	12" Storm Drain Pipe (RCP)	60	LF	41.00	2,460.00	60	2,460.00	
7	Aggregate Base, Class II (0.50')	5,525	SF	0.90	4,972.05	5,525	4,972.05	
8	Asphalt Concrete, Type B (0.30')	5,525	SF	2.00	11,049.00	5,525	11,049.00	
9	Compact Original Ground (0.50')	5,525	SF	0.20	1,104.90	5,525	1,104.90	
10	Remove Existing Pavement	5,525	SF	7.00	38,671.50	5,525	38,671.50	
11	Street Name Sign & Post	1	EA	511.00	511.00	1	511.00	
					<b>Subtotal</b>	\$103,100.95	<b>Subtotal</b>	\$103,100.95
Total Construction Cost							\$103,100.95	
Engineering & Administration (10% of Construction Costs)							\$10,310.10	
Contingencies (10% of Construction Costs)							\$10,310.10	
<b>TOTAL COST</b>							<b>A. Total</b>	<b>\$123,721.14</b>

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING IMPROVEMENT DEFERRAL AGREEMENT  
WITH ROBERT L. AND CAROLYN W. REYNOLDS  
FAMILY, LLC, FOR 33 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 Robert L. and Carolyn W. Reynolds Family, LLC, for installation of public improvements for the facility located at 33 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 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, 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 Contract for Citywide Tree Survey 2012 with West Coast Arborists, Inc., of Anaheim (\$19,275) and Appropriating Funds (\$22,000)

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for citywide tree survey 2012 with West Coast Arborists, Inc., of Anaheim, in the amount of \$19,275, and appropriating funds in the amount of \$22,000.

**BACKGROUND INFORMATION:** The Public Works Department Street Division manages the City's urban forest, which includes nearly 10,000 trees located in the public right-of-way, parks and at City facilities. A properly-managed urban forest is a valuable asset to our community, not only aesthetically by softening and providing natural character to City properties, reducing noise, and providing historical value, but also by providing emotional and psychological benefits to Lodi's citizens. Additionally, a well-maintained urban forest provides environmental benefits by moderating climate effects and improving air quality. This project includes updating the existing tree inventory prepared in 2001 to reflect the size, location, and health of City trees. This information will enable City staff to properly prioritize and budget tree maintenance needs, which minimizes the risk of injury or damage from falling trees and branches.

Specifications for this project were approved on February 15, 2012. The City received the following three bids for this project on April 11, 2012. The project estimate for this project was \$25,000.

Bidder	Location	Bid
West Coast Arborists, Inc.	Anaheim	\$19,275
Davey Resource Group	Kent, Ohio	\$39,888
Rumble Tree Company	Modesto	\$53,200

**FISCAL IMPACT:** An updated tree inventory will enable cost-effective management and maintenance of the City's urban forest and will reduce liability associated with falling trees and limbs.

**FUNDING AVAILABLE:** Requested Appropriation: Gas Tax Fund (3215036) - \$22,000

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

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

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities

Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and WEST COAST ARBORISTS, INC., herein called "Contractor."

W I T N E S S E T H :

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

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition Standard
Information to Bidders	Specifications, State of California
General Provisions	Business and Transportation
Special Provisions	Agency, Department of
Bid Proposal	Transportation
Contract	
Contract Bond	
Exhibit A- Standard Plan 140	
Exhibit B - Tree Planting Site Plan	

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 bond 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 perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City 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 contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing 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 Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for the planting of 34 trees. Planting includes the tree, stakes, ties and complete installation which will require, but will not be limited to, removing existing shrubs, roots, and relocating existing irrigation lines and other incidental and related work in accordance with these specifications.

**CITY-WIDE TREE SURVEY 2012  
BID PROPOSAL**

**BID ITEM 1. CITY-WIDE TREE SURVEY**

Bid Item 1 consists of updating the City's current inventory of City maintained trees (Right-of-Way, Facilities, & Parks) to include, but not be limited to: a digitized inventory and assessment database in Microsoft SQL, ArcVIEW/ ArcINFO compatible tree management software package (Windows format), collaboration with City staff on data download, training for City staff on use of software package, and the update of location (address, position, and GPS), size, species, special designation, value (ISA based), and condition rating of all City owned trees.

ITEM	QUANTITY	ITEM	UNIT	UNIT COST	TOTAL ITEM COST
1	6,500	Physical Tree Inventory – within City Right-of-Way & Facilities	Per Tree Site	\$ 1.75	\$ 11,375.00
2	3,400	Physical Tree Inventory – within City Parks	Per Tree Site	\$ 1.75	\$ 5,950.00
3	1	Use of Tree Management Software	Annually	\$ 1,200.00	\$ 1,200.00
4	10	Consulting Arborist Services	Hourly	\$ 75.00	\$ 750.00
<b>TOTAL COST</b>					<b>\$ 19,275.00</b>

**References must be submitted with bid proposal as described in Section 2.1400.**

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 the allotted number of working days:

**Sixty (60) Calendar Days after receipt of the Notice to Proceed.**

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

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

WEST COAST ARBORISTS, INC.  
CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



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

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

**CITY OF LODI  
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	04/16/2012
4. DEPARTMENT/DIVISION:	Public Works		

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

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	321		3205	Fund Balance	\$ 22,000.00
B. USE OF FINANCING	321	3215036	7720	Tree Removal	\$ 22,000.00

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

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

Contract for Citywide Tree Survey with West Coast Arborists, Inc.,

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 Landis

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager	Date

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

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT, AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR CITY-WIDE TREE SURVEY 2012  
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 11, 2012, at 11:00 a.m., for City-Wide Tree Survey 2012, described in the specifications therefore approved by the City Council on February 15, 2012; and

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

<b>Bidder</b>	<b>Bid</b>
West Coast Arborists, Inc.	\$ 19,275
Davey Resource Group	\$ 39,888
Rumble Tree Company	\$ 53,200

WHEREAS, staff recommends awarding the contract for City-Wide Tree Survey 2012 to the low bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$19,275; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for City-Wide Tree Survey 2012 to the low bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$19,275; 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 \$22,000 be appropriated from the Gas Tax Fund for this project.

Dated: May 2, 2012

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, 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 Amendment No. 1 to Professional Services Agreement with R.F. McDonald Company, of Modesto, for Repair of Boiler at White Slough Water Pollution Control Facility (\$11,495)

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Amendment No. 1 to professional services agreement with R.F. McDonald Company, of Modesto, for repair of boiler at White Slough Water Pollution Control Facility, in the amount of \$11,495.

**BACKGROUND INFORMATION:** The City Manager executed a professional services agreement with R.F. McDonald Company on March 13, 2012, in the amount of \$19,750 for the re-tube of Cleaver Brooks Boiler CB200-50 at the White Slough Water Pollution Control Facility.

During the re-tube work performed on the boiler, a cracked Morrison tube was discovered. The contractor, R.F. McDonald, verified the cracked Morrison tube requires replacement and provided a cost estimate of \$11,495 to replace and complete the necessary repairs. Boilers are critical equipment that provide the heat required to operate the anaerobic digestion process for solids treatment at the White Slough Water Pollution Control Facility.

Staff recommends approval of Amendment No. 1 to the R.F. McDonald Company professional services agreement, resulting in a net increase in contract value of \$11,495.

**FISCAL IMPACT:** Repairs to this boiler are necessary to maintain efficient operation.

**FUNDING AVAILABLE:** Wastewater Capital (171493): \$11,495

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

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

Prepared by Larry Parlin, Deputy Public Works Director – Utilities  
FWS/LP/pmf

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

AMENDMENT NO. 1

R.F. MacDonald Company  
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_\_ day of May, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and R.F. MACDONALD COMPANY (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on March 13, 2012, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2; and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee, as set forth in the Agreement as Exhibits 1 and 2.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on \_\_\_\_\_, 2012.

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

R.F. MACDONALD COMPANY  
Hereinabove called "CONSULTANT"

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

\_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1  
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on March, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and R.F. MacDonald (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 retubing of Boiler No. 1 at 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 October 1, 2011 and terminates upon the completion of the Scope of Services or on October 1, 2012, 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: Kenny Capitanich

To CONTRACTOR: R.F. MacDonald Co.  
   1549 Cummins Drive  
   Modesto, CA 95358  
   Attn: Anthony Marino

**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:  
R.F. MACDONALD CO.

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

By:   
\_\_\_\_\_  
Name: Sean Skille  
Title: General Mgr

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

Doc ID:PSA#-MSC16

FUNDING SOURCE: WASTERWATER CAPITAL (171493)



CA:rev.09.2011

**SCOPE OF SERVICES**

This project consists of R.F. MacDonald Co. retubing Boiler No. 1 and replacing the rear tube plate located at White Slough Water Pollution Control Facility. Price including Labor, Materials, and tax will be \$19, 749.00. The total cost of this project shall not exceed \$19, 750.00. An itemized list of work to be completed is included in the fee proposal, attached hereto as Exhibit B.



**R.F. MacDonald Co.**  
*your boiler & pump solutions team*  
~ since 1936

1549 Cummins Drive  
Modesto, CA 95358  
Phone: 209.576.0726  
Fax: 209.576.1312  
www.rfmacdonald.com

SAN FRANCISCO  
FRESNO  
LAS VEGAS  
LOS ANGELES  
SAN DIEGO  
RENO

Lodi Wastewater Treatment Plant  
12751 North Thornton Road  
Lodi CA

September 16, 2011

Reference Quote: LWWTMF7232011AM

Attention: Kenneth Capitanich  
Phone: 209.333.6832  
Fax: 209.333.6867  
E-Mail: Kcapitanich@lodi.gov

Kenneth,  
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 CB200-50 SN OL096460**

- 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
- **Remove complete rear tube sheet.**
- **Clean and prep area for new rear tube sheet.**
- **Set, place and weld new tube sheet to manufacturer specifications.**
- Prepare tube sheet and perform Liquid dye test on sheet to check cracks
- 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
- Seal weld hot pass rear tube attachments
- Stress relieve seal welds
- Provide and install new hand hole gaskets and McD&M level control gaskets
- Fill unit
- Provide State Authorized Inspector to witness hydro test of unit
- Install new fireside gaskets and close front and rear heads
- All welding to be done in accordance with ASME and NBIC rules and regulations
- **File all necessary ASME and NBIC code paperwork**
- **Provide code welding inspection/inspector for NBIC compliance.**
- Combustion tuning not included in this proposal.

Price Including Labor, Materials, and tax is.....\$19,749.00



# R.F. MacDonald Co.

- *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*

## General Terms and Conditions

Quotation is valid for 30 days. Sales tax, freight, installation (including boil-out, electrical connection, insulation and utilities) start-up, etc. are not included unless specifically stated in body of quotation. Permits from building department and the Air Pollution Control District may be required but are not included unless specifically stated. Unless noted otherwise, we have not included any special air pollution emission control equipment or source testing that may be required. If required, please contact us for a quotation. Buyer cannot return any material without our express written authorization and upon terms and payments to R. F. MacDonald Co. of any re-stocking charges up to 100% of the purchase amount.

If work is deferred at your request, we reserve the right to re-quote if prices have changed. We have not included any provisions for handling, removing, or disposing of any asbestos containing material. All labor is at normal working hours. Night, weekend or holiday work is not included unless otherwise noted. Orders entered and subsequently canceled are subject to the remedies provided by the Uniform Commercial Code.

**Claims:** You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding with unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the company.

**Service Charges** We reserve the right to take action to collect any invoice which is not paid when due. We also assess a late payment SERVICE CHARGE on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1 ½% of the amount remaining unpaid on each such date.

This policy will be applied to customers who permit their account to become delinquent. It is your responsibility to notify R.F. MacDonald Co. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies not in collecting a service charge, but in receiving timely payment of your invoice.

**In Warranty Materials and Disclaimer of Warranties:** You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturer's standard warranty unless otherwise specifically expressed in writing.

You will be invoiced in the regular manner for all material and parts even though it may be an in-warranty transaction. Credit will be issued promptly on our receipt of proof of return, and, as long as the return is within the prescribed time limit and has been properly authorized. Please note that withholding payment of any invoice in anticipation of an in-warranty credit is not consistent with our terms of sale.



# R.F. MacDonald Co.

R.F. MacDonald Co. makes no warranty expressed or implied of any kind. We make no claim of fitness or merchantability or any other warranty, expressed or implied, nor is anyone else, whether employed by R.F. MacDonald Co., or not, authorized to do so on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

In no event shall R.F. MacDonald Co. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect incidental or consequential damage of any kind, including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction, the repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise and even if R.F. MacDonald Co. is informed in advance of the possibility of such damages.

OK RFM  
SS  
2/10/12

**Normal Use and Service:** Normal use and service implies that failure due to accident, misuse, abuse, or neglect is not covered by the warranty. Any damage caused by replacement parts not provided by R. F. MacDonald Co. or the manufacturer will void the warranty. Deviation from recommended application, system design; installation or service practices may be considered misuse and/or abuse.

Warranties are conditioned upon the equipment being properly maintained and operated within the equipment's capacity under normal load conditions with competent supervised operators, and proper water conditioning (where applicable).

**Not Covered Costs:** Warranty does not include routine and preventative maintenance service. Typical routine and maintenance items:

- Misc. adjustments (i.e. pilots, igniters, level controls, pressure/temperature switches, other limit switches, flame scanner alignment, etc)
- General cleaning (Oil, water, gas, air filters or strainers)
- Torque of bolts (valve packing, boiler head bolts, valve flange bolts, etc)
- Refractory care (i.e. Minor expansion crack repair, wash-coating, etc.)
- Combustion and/or linkage adjustment (Four combustion checks and adjustments annually are typical)  
Please refer to the manufacturers operating and maintenance instructions for additional details of the requirements of your new equipment.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Person: \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Regards;  
R. F. MacDonald Co.  
*Anthony Marino*  
Anthony Marino  
Aftermarket Sales  
(209) 747-1817

Mike Flora  
Mike Flora  
Boilermaker Foreman  
RF MacDonald Co.  
Office (209)576-0726  
Cell (209)595-6172  
Fax (209)576-0751



**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 - 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. 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.



**R.F. MacDonald Co.**  
*your boiler & pump solutions team*  
*~ since 1956*

1549 Cummins Drive  
Modesto, CA 95358  
Phone: 209.576.0726  
Fax: 209.576.1312  
www.rfmacdonald.com

SAN FRANCISCO  
FRESNO  
LAS VEGAS  
LOS ANGELES  
SAN DIEGO  
RENO

**City of Lodi Wastewater Treatment Plant**  
**12751 North Thornton Road**  
**Lodi, CA 95240**

**April 04, 2012**

**Reference Quote: CL-AM04042012**

**Attention: Kenneth Capitanich**  
**Phone: 209.333.6832**  
**E-Mail: Kcapitanich@lodi.gov**

Kenneth,

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

**Replace Cracked Morrison Tube on Cleaver Brooks Boiler CB200-50**

- Lock out energy sources
- Remove burner housing and demo existing Morrison tube, throat and liner tile and front furnace flange.
- Replace with new RFM supplied Factory Spec Morrison Tube.
- Install new furnace flange and throat and liner tiles as specified by Cleaver Brooks using all Cleaver Brooks Factory materials.
- Needle gun all interior surfaces of the pressure vessel for removal of scale build up.
- Provide State Authorized Inspector to witness hydro test of unit
- All welding to be done in accordance with ASME and NBIC rules and regulations
- **File all necessary ASME and NBIC code paperwork**
- **Provide code welding inspection/inspector for NBIC compliance.**
- Combustion tuning not included in this proposal.

**Price Including Labor, Materials, and tax is.....\$11,495.00**

- *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*

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES  
AGREEMENT WITH R.F. MCDONALD COMPANY FOR  
REPLACEMENT OF CRACKED MORRISON TUBE ON  
CLEAVER BROOKS BOILER CB200-50 FOR WHITE SLOUGH  
WATER POLLUTION CONTROL FACILITY

=====

WHEREAS, the City Manager executed a Professional Services Agreement with R.F. McDonald Company on March 13, 2012, in the amount of \$19,750 for the re-tube of Cleaver Brooks Boiler CB200-50 for the White Slough Water Pollution Control Facility; and

WHEREAS, during the re-tube work, a cracked Morrison tube was discovered, and the contractor verified the cracked Morrison tube requires replacement and provided the cost estimate to replace and complete the necessary repairs; and

WHEREAS, boilers are critical equipment that provide the heat required to operate the anaerobic digestion process for solids treatment, therefore, staff recommends approval of Amendment No. 1 to the R.F. McDonald Company Professional Services Agreement, resulting in a net increase in contract value of \$11,495.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Amendment No. 1 to the Professional Services Agreement with R.F. McDonald Company, of Modesto, California, for replacement of the cracked Morrison tube on Cleaver Brooks Boiler CB200-50 for White Slough Water Pollution Control Facility, in the amount of \$11,495; and

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

Dated: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, 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 Enter into a Letter of Agreement Between the City of Lodi and Holz Rubber Company for the Sale of Designated Municipal Electric Distribution Facilities (\$54,678)

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to enter into a Letter of Agreement between the City of Lodi and Holz Rubber Company for the sale of designated municipal electric distribution facilities in the amount of \$54,678.

**BACKGROUND INFORMATION:** Holz Rubber (HR) currently has five utility accounts serving their plant, which covers the 1100 and 1200 blocks of South Sacramento Street (both on the east side and west side of the street). One account is currently assigned to the G3-Primary rate tariff, one account to the G2 rate tariff, and three accounts to the G1 rate tariff.

The customer has chosen to physically aggregate the five existing electric meters/accounts, into one G4-Primary utility account and purchase existing Electric Utility Department (EUD) overhead electric distribution equipment, including six transformers and associated metering equipment. HR will pay the EUD \$54,678 for said facilities, a cost figure which includes labor to be performed by EUD line crews. HR will become responsible for future maintenance and replacement of the transferred equipment and their inherent electrical losses.

The proposed arrangement conforms to past practices and City Council-approved Electric Rules and Regulations. Over the past several years, the City has engaged in similar primary-metered projects with CertainTeed Corporation, Lodi Iron Works, Ralcorp/Cottage Bakery, Scientific Specialties Incorporated, and Schaefer Systems International. It is anticipated that this project will be completed in early summer.

**FISCAL IMPACT:** The initial sale of facilities and services will result in revenue to the EUD in the amount of \$54,678. Net fiscal impact is insignificant.

**FUNDING:** Not applicable.

---

Elizabeth A. Kirkley  
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service & Programs  
EAK/RSL/1st

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

LETTER OF AGREEMENT: SALE OF MUNICIPAL FACILITIES

BETWEEN

THE CITY OF LODI

AND

HOLZ RUBBER COMPANY

This Letter of Agreement (LOA) is between the City of Lodi (COL) and Holz Rubber Company (HR). By way of this signed LOA, HR agrees to purchase and maintain designated electric utility facilities as identified on the attached Appendix A.

In summary, HR will purchase six transformers and designated overhead electric distribution facilities located at the customer's plant site in the 1100 and 1200 blocks of South Sacramento Street.

In purchasing the aforementioned equipment (transformers and overhead electric distribution facilities), HR also agrees to properly maintain said equipment and pay for all repairs necessary for maintaining said equipment in the event of equipment failure in perpetuity.

The total purchase price of the equipment and associated labor costs listed on Appendix A is in the amount of \$54,677.59. *Note: in the event that the labor required to perform this project occurs after COL operating hours (7:00am to 4:30pm, Monday through Friday, excluding holidays and weekends), HR will be charged any/all additional labor costs above and beyond the costs identified on Appendix A.*

HR agrees to compensate the COL in the amount of \$10,000 prior to start of the project, and then payment of the balance in equal amounts the ensuing twenty-four (24) months until the balance is paid in full. The first monthly payment will be due two months following completion of said project.

IN WITNESS HEREOF, the parties hereto have entered into this Letter of Agreement dated May \_\_, 2012.

HOLZ RUBBER

CITY OF LODI, a municipal corporation

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

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

Konradt Bartlam  
City Manager

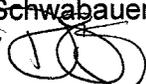
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



## APPENDIX 'A'

	Installation Cost	Depreciated Allowance	Buy Out Cost/Total
Purchase existing plant & install additional facilities	\$53924.29	\$0	\$53,924.29
Purchase existing overhead trans. Labor and material costs to install primary metering equipment	\$798.50	\$45.20	\$753.30
<b>Total</b>			<b>\$54,677.59</b>

Depreciation for overhead material (OHM) based on 40 years service life.

Depreciation for padmount transformer based on 30 years service life.

The scope of work includes, but is not limited to:

- 1) Underbuild a customer owned 12kV line.
- 2) Relocate 12 kV 3-phase metering facility.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO ENTER INTO A LETTER OF  
AGREEMENT BETWEEN THE CITY OF LODI AND HOLZ  
RUBBER COMPANY FOR THE SALE OF DESIGNATED  
MUNICIPAL ELECTRIC DISTRIBUTION FACILITIES

=====

WHEREAS, Holz Rubber Company has five utility accounts, one of which is assigned to the G3-Primary rate, one account to G2 rate tariff, and three accounts to G1 rate; and

WHEREAS, Holz Rubber Company is desirous of consolidating the five utility accounts into one G4-Primary account, and purchase existing Electric Utility Department overhead electric distribution equipment, which includes six transformers and associated metering equipment; and

WHEREAS, Holz Rubber Company will pay the City of Lodi Electric Utility Department \$54,677.59 to achieve this meter aggregation project and will be responsible for all future maintenance and replacement of the transferred equipment and their inherent electrical losses; and

WHEREAS, the proposed arrangement conforms to past practice and City Council-approved Electric Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to enter into a Letter of Agreement between the City of Lodi and Holz Rubber Company for the sale of designated municipal electric distribution facilities, in the amount of \$54,677.59. This figure includes the purchase of six transformers, electric utility distribution equipment and labor costs associated with the installation of said equipment and upgrading the existing system to accommodate the customer's need.

Dated: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, by the following Vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS -

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving the Agreement Between the City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for the Summer Swim League Program

**MEETING DATE:** May 2, 2012

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

---

**RECOMMENDED ACTION:** Adopt resolution approving the agreement between the City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for the Summer Swim League Program.

**BACKGROUND INFORMATION:** The Parks and Recreation Department currently provides a summer swim league program to more than 500 children. The program continues to grow every year. This City has had a contract for use of Twin Arbors Athletic Club ("TAAC") pool since 2003.

As a way of accommodating facility needs, staff has partnered with TAAC to gain access to its pools. In exchange, TAAC is allowed to organize its own team and participate in the City-sponsored Summer Swim League. The benefits of the public/private partnership are twofold: (1) It provides the City use of aquatics facilities that the City does not currently have; and, (2) It creates another program offering for TAAC which has resulted in the expansion of the Summer Swim League.

Staff recommends approval of the agreement, which will enable the swimming pools at TAAC to be used for swim meets and allow for a team composed of TAAC members to participate in the League. Meets will be held on select Friday nights from June through July 2012. The term of the agreement is June 4, 2012 to July 13, 2012.

**FISCAL IMPACT:** No funds will be exchanged. This is an in-kind trade. The use of four pools (TAAC, Tokay High School, Lodi High School, and Blakely Pool) will enhance scheduling efficiency, allow for Friday night versus Saturday meets, and thus save operations and maintenance costs at Blakely Pool.

**FUNDING:** Not Applicable.

---

Jeff Hood  
Interim Parks, Recreation and Cultural Services Director

JH:tl

Attachments  
cc: City Attorney

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**MEMORANDUM OF UNDERSTANDING  
(Summer Swim League)**

THIS Memorandum of Understanding (“Agreement”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2012, by Spare Time Incorporated, d.b.a. Twin Arbors Athletic Club, (“TAAC”) and the CITY OF LODI, a municipal corporation (“City”).

Background

A. City’s Parks, Recreational and Cultural Services Department operates a six week summer swim league at the City owned Enze Pool, Lodi High School Pool and Tokay High School Pool. Currently, the City has four teams, each comprised of over 100 participants, TAAC also operates swimming programs at its privately owned pool facilities at 2040 W. Cochran Rd, Lodi, and 1900 S Hutchins St, Lodi, CA.

B. TAAC again desires to organize a team to participate in the summer swim league. City is willing to permit TAAC to do so during the City’s 2012 summer swim league. However, in order to accommodate the fourth team, City requires the use of one or both of TAAC’s pool facilities.

C. Accordingly, the parties enter into this Agreement on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the Parties agree as follows:

1. Participation. TAAC and City agree that TAAC will establish an additional team named the “Dolphins” comprised of the members of its club to participate in the City’s summer swim league.

2. Administration. Generally, the Dolphins team and its members will be treated identically to the City teams, and the Dolphins will practice at TAAC’s facilities. Dolphins team members will register with and pay the City’s Parks and Recreation program fees. City will pay the Dolphins coach the same stipend paid to the City coaches. City shall have the right to oversee and supervise the Dolphin’s coach and program, including all appropriate background checks of Dolphins’ staff (whether paid or volunteer) and monitoring practices and swim meets to ensure compliance with all applicable laws, regulations, and City standards. TAAC shall cooperate with City’s efforts to perform background checks and monitoring.

3. Fees/Recruiting Prohibited. No fees, other than those referred to in paragraph 2 of this Agreement and TAAC’s standard membership fee shall be charged to any Dolphin team member. Members must be an active member of TAAC as of May 1<sup>st</sup> of the current year. However, TAAC like other teams may accept donations and have fundraisers to solicit

sponsorships. TAAC shall not engage in any efforts to recruit memberships during swim meets. TAAC shall not recruit members of City teams and TAAC members who wish to retain their affiliation with a City team must not be pressured to join the TAAC team. However, TAAC will be permitted to inform its members that it is establishing a team to compete in the City's 2012 summer swim league, and that TAAC members may join TAAC's team by signing up through the City's Parks and Recreation Department subject to being an active member of TAAC as of May 1<sup>st</sup> of the current year.

4. Use of Facilities. During the term of this Agreement, TAAC agrees to allow the use of its facilities, including but not limited to the showers, dressing areas, bathrooms, and spectator areas for Dolphins practice and for swim meets between any teams in the summer swim league Monday through Thursday. No fees shall be charged to (1) the City for use TAAC's facilities; or (2) any child or spectator for any purpose, including but not limited to entry fees, or shower fees, during the swim meets. TAAC shall have the right to designate which of its Lodi pool facilities will be used for practices on whatever notice it deems appropriate and shall also have the right to designate which of its Lodi pool facilities will be used for swim meets on at least 30 days written notice to City, as long as practices are consistent with above times. The meets held at TAAC pools will involve the Dolphins and a City team. At no time will two City teams use TAAC pool for swim meets. Swim meets may be held on the following Friday evenings from 4:30 p.m. to 8:30 p.m. at the TAAC pool: June 15, 22, 29 and July 6, 2012.

5. Term. The term of this Agreement shall be from June 4, 2012 to July 15, 2012, unless otherwise terminated as provided herein.

6. Maintenance. TAAC shall, at its own expense, maintain its Lodi premises and pool facilities and any buildings and or equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to City. City shall be entitled to inspect TAAC's pool facilities upon demand to ensure compliance with this paragraph.

7. Utilities. TAAC shall provide utility service to the premises at its sole cost and expense.

8. Attorney Fees. In any action between the parties arising out of or related to this contract, the prevailing party shall be entitled to all expenses incurred therefor, including reasonable attorney fees.

9. Optional Termination. Either party may terminate this Agreement in writing upon at least 48 hours prior written notice. In the event of an early termination, the City, in its sole discretion, will determine which one of the following options to give to the entire Dolphins team:

- a. Join another of the teams in the City's 2012 summer swim league;
- b. Continue on the Dolphins team for the remainder of the season with a coach to be supplied by the City without the use of the TAAC facilities; or
- c. Terminate their participation in the league and receive a pro-rated refund of the fees paid to the City's Parks, Recreational and Cultural Services Department.

10. Indemnity and Insurance.

a. Indemnification by City: Except to the extent caused by the negligence or intentional misconduct of TAAC or of any agent, servant or employee of TAAC, City (“Indemnitor”) shall, at its sole cost and expense, indemnify and hold harmless TAAC and all associated, affiliated, allied and subsidiary entities of TAAC, now existing or hereinafter created, and their respective officers, boards, employees, agents, attorneys, and contractors (hereinafter referred to as “Indemnitees”), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of City, its personnel, employees, agents, contractors or subcontractors on the Premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation, to the extent arising out of or resulting from the operation and/or maintenance of the summer swim league or City’s failure to comply with any applicable federal, state or local statute, ordinance or regulation.

b. Indemnification by TAAC: Except to the extent caused by the negligence or intentional misconduct of City or of any agent, servant or employee of City, TAAC (“Indemnitor”) shall, at its sole cost and expense, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as “Indemnitees”), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of TAAC, its personnel, employees, agents, contractors or subcontractors on the TAAC premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation.

c. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Indemnitor shall, upon reasonable prior written notice from any of the Indemnitees, at Indemnitor’s sole cost and expense, resist and defend the same with legal counsel mutually selected by the parties; provided however, that the parties must not admit liability in any such matter without written consent, which consent must not be unreasonably withheld, conditioned or delayed, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without prior written consent. The indemnifying party's duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give

rise to this duty to defend and shall be co-extensive with the indemnifying party's indemnification obligation.

d. Notice, Cooperation and Expenses: Each party must give the other prompt written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent either party from cooperating with the other and participating in the defense of any litigation by its own counsel. However, Indemnitor shall pay all reasonable expenses incurred by Indemnitees in response to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Indemnitees' attorney, and the actual reasonable expenses of Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitees in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Indemnitees by Indemnitor.

If Indemnitor requests Indemnitee to assist it in such defense, then Indemnitor shall pay all reasonable expenses incurred by Indemnitee in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as attorney fees and shall also include the reasonable costs of any services rendered by Indemnitee's attorney, and the actual reasonable expenses of Indemnitee's agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitee in connection with such suits, actions or proceedings.

e. Insurance: During the term of the Agreement, both parties must maintain, or cause to be maintained, in full force and effect and at their sole cost and expense, the types and limits of insurance as set forth in Exhibit A, attached hereto and made a part hereof.

f. Evidence of Insurance: TAAC shall file certificates of insurance for each insurance policy required to be obtained in compliance with this paragraph, along with written evidence of payment of required premiums with the City annually during the term of the Agreement. City shall immediately advise TAAC in writing of any claim or litigation that may result in liability to TAAC. TAAC shall immediately advise City in writing of any claim or litigation that may result in liability to City.

g. Self-Insurance: The City's insurance requirements set forth herein may be satisfied by a self insurance program that complies with all laws and regulations governing self insurance.

13. Notices. Except as otherwise provided for in this Agreement to the contrary, all notices, demands and other communications required or contemplated to be given under this Agreement shall be in writing and shall be delivered either by (i) postage prepaid, Returned Receipt Requested, Registered or Certified Mail, (ii) local or air courier messenger service, (iii) personal delivery, or (iv) facsimile addressed to the party or parties for whom intended at the address shown below or such other address as the intended recipient previously shall have

designated by written notice from time to time (provided, however, notice of a change of address or facsimile number shall be effective only upon receipt):

To City: City of Lodi Parks & Recreation Dept.  
P. O. Box 3006  
221 W. Pine Street  
Lodi, CA 94240  
Fax: (209) 333-0162  
Attn: Jeff Hood, Interim Director

To TAAC: Twin Arbors Athletic Club  
1900 S Hutchins Street  
Lodi, CA 95242  
Phone: (209) 334-4897  
Attn: Dennis Kauffman, General Manager

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

15. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights here under shall not waive such rights, but either party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

16. Miscellaneous.

a. TAAC and City represent that each, respectively, has full right, power, and authority to execute this Agreement.

b. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

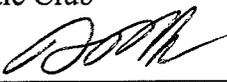
c. This Agreement shall be construed in accordance with the laws of the State of California.

This Agreement was executed as of the date first set forth above and effective as of the date set forth in introduction above.

City of Lodi, a municipal corporation

Spare Time Incorporated, dba Twin  
Arbors Athletic Club

By \_\_\_\_\_  
Konradt Bartlam  
City Manager

By  \_\_\_\_\_  
Dennis Kaufman  
General Manager

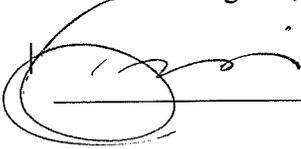
Attest:

---

Randi Johl  
City Clerk

Dated: \_\_\_\_\_

Approved as to Form:  
D. Stephen Schwabauer, City Attorney  
Janice D. Magdich, Deputy City Attorney



---



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

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Ea. Occurrence

\$2,000,000 Aggregate

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

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

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

(a) Additional Named Insured Endorsement

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

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

(b) Primary Insurance Endorsement

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

(c) Severability of Interest Clause

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

(d) Notice of Cancellation or Change in Coverage Endorsement

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

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

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. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING AGREEMENT BETWEEN THE CITY  
OF LODI AND SPARE TIME, INC., dba TWIN  
ARBORS ATHLETIC CLUB, FOR USE OF POOLS AT  
TWIN ARBORS ATHLETIC CLUB FACILITIES

=====

WHEREAS, the Parks, Recreation and Cultural Services Department currently provides a summer swim league program to more than 500 children; and

WHEREAS, this program continues to grow, with no additional facilities available to expand the program; and

WHEREAS, over the years, City staff has partnered with Twin Arbors Athletic Club to gain access to its pools in order to expand the program; and

WHEREAS, the benefits of the public/private partnership have been twofold: 1) it has provided the City use of aquatics facilities that it does not currently have; and 2) it has created another program offering for Twin Arbors Athletic Club, which has resulted in the expansion of the Summer Swim League; and

WHEREAS, staff therefore recommends that the City Council approve the agreement, which would allow the swimming pools at Twin Arbors Athletic Club to be used for swim meets, practices and allow a team comprised of Twin Arbors members to participated in the league.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the agreement between the City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for use of pools at Twin Arbors Athletic Club facilities for the period June 4, 2012 to July 12, 2012.

Dated: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, by the following vote:

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

RANDI JOHL  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** 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 2, 2012

**PREPARED BY:** Interim 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, 2012 and ending June 30, 2013. 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 #347001.7321 – 2011/12 Recreation Administration Operating Budget

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

\_\_\_\_\_  
Jeff Hood  
Interim Parks, Recreation and Cultural Services Director

cc: City Attorney

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**INTERIM USE RENTAL AGREEMENT  
LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSN., INC. FACILITIES**

THIS AGREEMENT made this 10<sup>th</sup> from April, 2012, at Lodi, County of San Joaquin, State of California, by and between the **LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSN., INC.**, a non-profit corporation, hereinafter called the Festival, and **CITY OF LODI, PARKS & RECREATION DEPARMENT** hereinafter called the Renter.

WITNESSETH:

1. Permission is hereby granted to the Renter to use the following described property of the Festival for a period beginning **JULY 1, 2012** and ending **JUNE 30, 2013** upon the conditions, agreements and terms hereinafter set out in this agreement in attached Exhibit A.
2. The description of the premises of the Festival, located in Lodi, County of San Joaquin, State of California, permitted to be used is described as: **CABERNET HALL, THE EAST FIELD AND THE GRAPE PAVILION.**
3. Renter hereby agrees to pay the Festival for use of said premises: **\$21,000 (TWENTY ONE THOUSAND DOLLARS)** for rental of facilities as outlined in the attached Exhibit A.
4. Amount due is payable as follows: **\$21,000 (TWENTY ONE THOUSAND DOLLARS)**, return of signed contract and certificate of insurance due no later than June 30, 2012.

**SEE EXHIBIT "A" ATTACHED, THE CONTENTS OF WHICH ARE MADE PART OF THIS AGREEMENT BY REFERENCE AS THOUGH FULLY INCORPORATED HEREIN.**

5. Said premises shall be used for the **PARKS & RECREATION PROGRAMS** and for no other purpose without the written consent of the Festival first had and obtained. Renter agrees to comply with all ordinances, statues, rules and regulations applicable to the conduct or operation of the activities of Renter herein permitted to be conducted. Renter shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Renter. Renter shall not permit a breach of the peace or any unlawful act or omission by any person.
6. Renter agrees to maintain the premises herein permitted to be used and other portions of the premises of the Festival to which it, its employees, agents, licensees or ay member of the public has access to by reason of this agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Renter only excepted, and Renter agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, act of God, or casualties beyond the control of the Renter excepted. The Festival shall have the privilege of inspecting the premises at any or all times.
7. Renter shall provide Festival with an original certificate of liability insurance with original signature, naming the **STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSN., INC., THEIR AGENTS, DIRECTORS, OFFICERS, SERVANTS AND EMPLOYEES** as additional insured insofar as the operations under this agreement are concerned. The amounts of public liability coverage shall not be less than \$1,000,000 / \$1,000,000 and the amount of property damage coverage shall not be less than \$1,000,000, neither coverage to involve a deductible feature. Said certificates shall contain a statement by the insurance company that it will not cancel said policy without giving 30 days prior written notice to the Festival.
8. Renter does further expressly agree to indemnify, defend, and save the Festival, its agents, employees or licensees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this agreement or the occupation of the premises herein permitted to be used or the premises of the Festival to which the Renter, its agents, employees or licensees may have access by reason of this agreement.

Initials: ma  
Festival

Initials: JH  
Hood

Initials: \_\_\_\_\_  
Bartlam

Initials: [Signature]  
Schwabauer

Initials: \_\_\_\_\_  
Joh

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  
MARK A. ARMSTRONG  
GENERAL MANAGER

By: Jeff Hoob  
JEFF HOOB  
INTERIM DIRECTOR, PARKS & RECREATION

By: \_\_\_\_\_  
KONRADT "RAD" BARTLAM  
CITY MANAGER

APPROVE AS TO FORM:

By: D. Stephen Schwabauer  
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, 2012 through March 15, 2013 unless other dates are established by mutual written agreement prior to October 1, 2012. Renter may request additional Saturday dates from March 15, 2013 through July 13, 2013, 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 5, 2012 through Sunday, December 9, 2012 and Friday, January 25, 2013 through Sunday, January 27, 2013. Late night basketball is permitted on Saturday, January 26, 2013, but may not begin until after 9 p.m. 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, 2012 through August 15, 2013 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, 2012 through April 15, 2013 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: JH  
Hood

Initials: \_\_\_\_\_  
Bartlam

Initials: OS  
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**

**CITY OF LODI, a municipal corporation**  
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By: Mark A. Armstrong  
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JEFF HOOD  
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By: \_\_\_\_\_  
KONRADT "RAD" BARTLAM  
CITY MANAGER

APPROVE AS TO FORM:  
By: D. Stephen Schwabauer  
D. STEPHEN SCHWABAUER  
CITY ATTORNEY

By: \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

RESOLUTION NO. 2012-\_\_\_\_\_

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, 2012 TO JUNE 30, 2013

=====

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 know as the soccer field; and

WHEREAS, management of the Lodi Grape Festival has also been quick to accommodate our 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, 2012, and ending June 30, 2013; and

WHEREAS, the annual lease payment is \$21,000; and

WHEREAS, staff therefore 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, 2012, to June 30, 2013.

Dated: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, 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 Renewal of the Shared Automation Fee Structure for the Agreement Between the Cities of Stockton and Lodi for the Sirsi, Corp., Integrated Library System (\$31,400.82)

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Library Services Director

---

**RECOMMENDED ACTION:** Adopt resolution approving the renewal of the Shared Automation Fee Structure for the agreement between the cities of Stockton and Lodi for the Sirsi Corp., Integrated Library System (\$31,400.82).

**BACKGROUND INFORMATION:** In 2003 as authorized by the City Council, the Lodi Public Library entered into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation. The Sirsi ILS integrates all the functions of the library (including materials acquisition, cataloging, circulation, patron record management, etc.) together in one automated system. It allows users online access to the catalog to search for library materials. It allows users access to their accounts via the Internet to place holds and to receive email notification of holds, overdues, and due date reminders. The integrated library system maintains all the records of items in the collection and registered borrowers and their status in relation to each other.

City of Stockton Information Technology Department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed. Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for City of Stockton staffing expertise and consultation are charged annually for estimated services rendered. The initial contract was reviewed and approved by City of Lodi IS Division staff.

**FISCAL IMPACT:** Sharing library resources with the City of Stockton is a cost-effective way to provide Lodi Public Library patrons with convenient, online access to library materials and resources.

**FUNDING AVAILABLE:** 210801.7323; \$31,400.82

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Jordan Ayers, Deputy City Manager

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Nancy C. Martinez, Library Services Director

NM/sb

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF STOCKTON

COMMUNITY SERVICES DEPARTMENT  
RECREATION • STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY  
605 N. El Dorado Street • Stockton, CA 95202-1907  
www.stocktongov.com • www.stockton.lib.ca.us

March 16, 2012

Nancy Martinez, Library Services Director  
City of Lodi  
201 W. Locust Street  
Lodi, CA 95240

**SUBJECT: LIBRARY AUTOMATION SERVICES AGREEMENT RENEWAL**

We are pleased that the Lodi Public Library is, once again, providing its patrons with advanced technologies by partnering with the Stockton-San Joaquin County Public Library (SSJCPL) for automation services.

These products and service technologies, for example, enable Lodi patron authentication for audio and e-book downloads, provide online catalog and book jacket information, and integrate materials and customer databases.

SSJCPL is proud to be the regional catalyst for enabling remote and smaller systems to enjoy contemporary conveniences, and is grateful for your cooperation and participation.

The Agreement Renewal for Library Automation Services to execute this continued partnership is attached in this electronic document.

Please review the documents and:

1. Forward two sets of documents to the Lodi City Council for execution,
2. Once signed by the Council, return both signed sets of documents to the attention of Kendra Stockwell, Executive Assistant, at the address above.
3. The documents will then be signed on behalf of the City of Stockton and one fully executed, signed set will be returned to you.

Please do not hesitate to contact me at (209) 937-8364 if you have any questions, or need more information.

Sincerely,

Chris Freeman  
City Librarian

CF:SW:sw/kas

cc: Susan Wren, Program Manager III, Budget  
Kendra Stockwell, Executive Assistant

**LIBRARY AUTOMATION SERVICES AGREEMENT RENEWAL**

On June 24, 2003, the Stockton City Council and the City of Lodi entered into an agreement whereby automation products and services available to the Stockton-San Joaquin County Public Library would be made available for use by the Lodi Public Library.

It is the intent of the City of Stockton and the City of Lodi to renew the "Agreement Between City of Stockton and City of Lodi for Use of the Stockton-San Joaquin County Public Library Data Research Associates Automated System," for library related automation products and services.

Pursuant to paragraph VI, for the determination of fees, the parties agree to the fees and terms as outlined in the attached Appendix A for the Period July 1, 2011 through June 30, 2012.

Confirmed by:

Confirmed by:

City Of Stockton:

City of Lodi:

\_\_\_\_\_  
Bob Deis  
City Manager

\_\_\_\_\_  
Konradt Bartlam  
City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:  
City Attorney

Approved as to form:  
City Attorney

By \_\_\_\_\_

By \_\_\_\_\_



Attest:

Attest:

\_\_\_\_\_  
Bonnie Paige, City Clerk

\_\_\_\_\_  
City Clerk

**CITY OF STOCKTON  
 COMMUNITY SERVICES DEPARTMENT - LIBRARY  
 SHARED AUTOMATION FEE AGREEMENT  
 APPENDIX A**

**CITY OF LODI  
 ANNUAL SERVICE AND MAINTENANCE FEE  
 FOR THE FISCAL YEAR JULY 1, 2011 – JUNE 30, 2012**

	<u>Amount</u>	<u>Rate</u>	<u>Annual</u>
<b>Hardware/Software Fees:</b>			
Lodi Library Unicorn Software Maintenance			16,099.88
Datastream Subscription			6,378.53
Sun Server Subscription			357.77
<b>Internet Access Fees:</b>			
AT&T Internet Service @ 40 mbps	8,610.00		
AT&T Internet Service DS3 Frame Port	16,845.00		
AT&T Internet Service DS3 T-1 Circuit	<u>14,479.20</u>		
Total	39,934.20	12.50%	4,991.78
Staff Fee			2,821.27
Library Overhead & Indirect Costs (26.64% x staff costs)			751.59
<b>TOTAL FEES</b>			<b><u>\$ 31,400.82</u></b>



# CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898  
www.stocktongov.com

REPLY TO: \_\_\_\_\_

DATE: August 13, 2003

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: BARBARA J. ANDERSON, Assistant City Attorney

RE: **AGREEMENT BETWEEN THE CITY OF STOCKTON AND CITY OF  
LODI FOR USE OF THE STOCKTON-SAN JOAQUIN COUNTY PUBLIC  
LIBRARY--SIRSI CORP. INTEGRATED LIBRARY SYSTEM**

Attached is a fully executed Agreement dated June 24, 2003. Said Agreement was authorized by City Council Resolution No. 03-0354, adopted on June 24, 2003.

Please retain said Agreement for your files.

OFFICE OF THE CITY ATTORNEY

By

  
BARBARA J. ANDERSON  
ASSISTANT CITY ATTORNEY

BJA:plc

Attachment

cc: Administrative Services Dept. (Attn: Kim Costello)  
Library Services (Attn: Kendra Stockwell)  
Lodi Public Library  
Attn: Nancy Martinez, Library Services Director  
201 W. Locust Street  
Lodi CA 95240-2099

::ODMA\GRPWISE\COS.CA.CA\_LIBRARY:25128.1



1999

**AGREEMENT BETWEEN CITY OF STOCKTON AND CITY OF LODI FOR USE OF THE  
STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY - SIRSI, CORP. INTEGRATED  
LIBRARY SYSTEM**

THIS AGREEMENT is made effective as of JUN 24 2003, 2003, by and between the CITY OF STOCKTON, a municipal corporation, herein referred to as "CITY" on behalf of the Stockton-San Joaquin County Public Library, herein referred to as "SSJCPL," and LODI PUBLIC LIBRARY, by and through its Board of Trustees, herein referred to as "LODI."

**I.  
DESCRIPTIVE INFORMATION AND DECLARATION OF PURPOSE**

CITY, having installed and maintained an integrated, computerized online library system (herein referred to as the "System") at the SSJCPL Chavez Central Library, recognizes the desirability of making such a system available for use by other libraries in the 49-99 Cooperative System. The CITY will extend to LODI the full range of services available from its automated system, subject to the terms and conditions of this Agreement and the City's agreement with Sirsi, Corporation, entered into on February 4, 2003, and which contains provisions related to extending use of the system to LODI.

**II.  
OWNERSHIP**

2.1 At all times hereunder CITY shall own all rights in and to all central System hardware and software, except for telecommunications equipment directly linking LODI to the System located at SSJCPL Chavez Central Library. LODI shall own the terminals, personal computers, printers, bar code scanners, other computer peripherals, and telecommunications devices located at its premises.

2.2 Shared databases shall be jointly owned. Any separate SSJCPL databases resident on the System shall be owned by the CITY. Any separate LODI databases resident on the System shall be owned by LODI. LODI retains the right to remove its databases or portions of the shared databases from the System, at its sole cost and expense, in the event of cancellation. CITY retains the right to remove or collect a rental fee for any LODI separately-owned database on the System in the event that storage space is impacting System performance.

**III.  
CITY RESPONSIBILITIES**

3.1 In System administration, CITY agrees to:

3.1.1 Contract with vendors for purchase and maintenance of all central site hardware and software, work as a liaison between LODI and System vendors to provide hardware configurations for the central components of the System and to explore, in consultation with LODI, cost-effective alternatives to meet LODI library computing needs;

3.1.2 Maintain "all-risk" insurance coverage on all central site equipment and communications devices owned by CITY;

3.1.3 Review and adjust the monthly usage fee on an annual fiscal year basis and at the time of any major System upgrade, in consultation with LODI;

3.1.4 Provide LODI with the calculation of the annual adjustment of Fees (Appendix A) no later than June 1 each year.

3.2. In System operation, the CITY agrees to:

3.2.1 Operate and maintain central site equipment in a responsible manner; all regular routines for System maintenance receive top priority according to schedule.

3.2.2 Respond to LODI System operations questions and investigate operational problems as prioritized below:

a. Priority 1: LODI Library is without any System service—a situation to receive immediate attention.

b. Priority 2: LODI Library is experiencing difficulty with a System function that results in significant impairment in one area or LODI Library has an operational deadline—a situation to receive special attention.

c. Priority 3: LODI Library experiences a minor loss of functionality—a situation that CITY staff will handle on a first-in-first-out basis.

CITY staff will accommodate service within context of overall system operations.

3.2.3 CITY agrees to run and mail notice forms or daily reports, or purchase supplies for LODI, if so requested, and CITY will charge LODI for these services on a time-and-materials basis.

3.3 In System software maintenance, CITY agrees to:

3.3.1 Provide LODI with the use of an integrated online library system, which provides LODI with the following online and batch functions: bibliographic control, authority control, acquisitions, cataloging, Z39.50 protocol, online public access catalog with world wide web catalog interface, Spanish language interface, serials, circulation, outreach services and management report functions;

3.3.2 Install updates and enhancements to the automated system as provided by the vendors;

3.3.3 Assist LODI in preparing necessary policy file information;

3.3.4 Prepare user accounts for LODI and set up screen displays specific to LODI need; (Note: Any optional changes not required by the CITY or the vendor in set ups and screen displays after initial set up are LODI responsibility.)

3.3.5 Assist LODI in developing the management and accounting reports necessary for the effective utilization of the system.

3.4 In order to provide database integrity:

3.4.1 CITY agrees to run routine programs and reports that allow LODI and CITY staff to maintain accurate database records;

3.4.2 LODI and CITY agree to maintain the bibliographic database in accordance with current national and SSJCPL cataloging standards;

3.5 In order to provide access to the System, CITY agrees to:

3.5.1 Staff the central site so that SSJCPL Automation Services staff are available for consultation and other transactions during the following hours:

Monday - Friday, 8 a.m. to 5 p.m.

3.5.2 Provide access to the System (all databases) through the Internet 21 hours per day (6 a.m. to 3 a.m.), except during periods of routine maintenance, hardware and software installation, or public utility interruption;

3.5.3 Maintain the System, by means of hardware and software maintenance contracts, in a fashion as to provide for downtime and response time not to exceed the limits specified in CITY vendor contract(s); however, no liability shall be assumed by CITY if these limits are exceeded;

3.5.4 Provide LODI with prior notice of System unavailability whenever possible. Such suspension shall not be deemed an unreasonable prevention or postponement of System use by LODI;

3.5.5 Assist in initial training and provide ongoing update sessions;

3.5.6 Include LODI staff in decision process for System function and System policy revisions that will jointly affect LODI and SSJCPL;

3.5.7 Provide to LODI local System user and, as needed, operational documentation to supplement vendor-supplied documentation.

#### IV. LODI RESPONSIBILITIES

LODI agrees to:

4.1. Link LODI to the SSCJPL System by obtaining the necessary local devices including, but not limited to, terminals and personal computers, printers, barcode readers or laser scanners, routers, and related telecommunications equipment compatible with and as necessary to operate within the SSCJPL System;

4.2. Purchase and maintain the data communications link between LODI and the SSJCPL computer System;

4.3 Use the Library of Congress Machine Readable Cataloging (LCMARC) approved standards for the entering of bibliographic data into the System database;

4.4 Use mutually agreed upon standards for input of patron records and other policy standards in related procedural documentation;

4.5 Pay CITY an annual service fee as established according to the formula and schedule set forth in Appendix A, adjusted annually. The fee shall be paid within 30 days of receipt of quarterly invoice;

4.6 Pay the entire purchase and maintenance costs for any software to be used exclusively by LODI on the System;

4.7 Pay on a time-and-materials basis, exclusive of this Agreement, for daily System notice and report printing or for special projects requiring CITY staff time beyond the terms of this Agreement.

V.  
DISASTER RECOVERY ASSISTANCE

LODI, through its computer system, and the CITY, through the SSJCPL computer system, agree to provide mutual disaster recovery assistance, provided that backup methods and devices are compatible and that sufficient capacity is available to handle basic operations for the guest system without significant degradation of the host system as determined by the host system.

VI.  
DETERMINATION OF FEES

The basis for establishing fees for LODI use of the CITY Integrated Library System as detailed in Appendix A, attached and incorporated by this reference, are as follows:

6.1. Hardware and software usage fees will be based on total workstations connected to the System, as a percentage of combined CITY and LODI workstations. The basis for System use shall be open to renegotiation on an annual fiscal year basis, based on need, actual usage patterns, and System resource availability. An increase in LODI percentage of System use will not negatively affect LODI usage fee if this increase is caused solely by reductions in SSJCPL usage pattern.

6.2. Personnel costs in the first year will be based on estimated direct costs for key SSJCPL personnel involved in the LODI automation project. In subsequent years, the basis for pricing staff fees will be determined by mutual consent either by a study of actual time spent or by application of the percentage of processes used to total key staff salaries and benefits.

6.3. CITY indirect costs are re-calculated periodically. For 2003-2004, the rate is 11.04%.

VII.  
TERMS OF AGREEMENT

This Agreement shall be effective from the date of the execution of the Agreement. Fees and services shall be reviewed and renewed annually, for July - June (fiscal year) implementation. The Agreement shall continue in force from year to year unless one or both parties shall elect to terminate the Agreement as provided under CANCELLATION.

VIII.  
CANCELLATION

This Agreement may be canceled by either party at the end of any one year renewal period provided that at least one hundred eighty (180) days prior written notice is given to the other party. Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within sixty (60) days after receipt of notice of such default from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize. Should either party

cancel through no fault of the other party, the canceling party shall pay all costs to separate the System databases.

IX  
AUTHORITY TO EXECUTE

The undersigned represent and warrant they are each duly authorized by the party to execute this agreement.

LODI PUBLIC LIBRARY

CITY OF STOCKTON

By: Nancy Martinez

By: [Signature]  
Mark Lewis, City Manager

Its: Library Services Director

Date: 6/17/03

Date: JUN 24 2003

APPROVED AS TO FORM:  
LODI CITY ATTORNEY

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

[Signature]  
Randall A. Hays

[Signature]  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk, City of Lodi

[Signature]  
City Clerk, City of Stockton



::ODMA\GRPWISE\ICOS.CA.CA\_LIBRARY:24248.1

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE THE  
RENEWAL AND AUTHORIZATION OF PAYMENT OF THE  
SHARED AUTOMATION FEE STRUCTURE FOR THE  
AGREEMENT BETWEEN CITY OF STOCKTON AND CITY OF  
LODI FOR THE USE OF THE STOCKTON SAN JOAQUIN  
COUNTY PUBLIC LIBRARY – SIRSI, CORP, INTEGRATED  
LIBRARY SYSTEM

=====

WHEREAS, in 2003, as authorized by the City Council, the Lodi Public Library entered into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation; and

WHEREAS, City of Stockton Information Technology department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed; and

WHEREAS, Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for the City of Stockton staffing expertise and consultation are charged annually for estimated services rendered; and

WHEREAS, the initial contract was reviewed and approved by City of Lodi IS Division staff.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby authorize the City Manager to execute an agreement for the renewal and authorization of payment of the Shared Automation Fee Structure for the agreement between City of Stockton and City of Lodi for the Use of the Stockton San Joaquin County Public Library – Sirsi Corporation Integrated Library System (\$31,400.82).

Date: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held May 2, 2012, 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 Lodi Public Library to participate with City of Richmond's Literacy for Every Adult Project (LEAP) in implementation of the Learner Web—California

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Library Services Director

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**RECOMMENDED ACTION:** Adopt Resolution authorizing Lodi Public Library to participate with City of Richmond's Literacy for Every Adult Project (LEAP) in implementation of the Learner Web—California

**BACKGROUND INFORMATION** The City of Richmond's Literacy for Every Adult Project partnered with Portland State University to create a regional version of the Learner Web for California and received a Library Services and Technology Act (LSTA) grant for the project. The grant implementation process calls for the participation of four California adult literacy programs—two in the South and two in the North. Lodi Public Library Adult Literacy Services volunteered to participate in the project and after a telephone interview was selected as one of two northern programs.

The Learner Web is a self-paced interactive learning support system for adult literacy students developed by Portland State University with a federal Broadband Technology Opportunity Project (BTOP) grant. Lodi Public Library's Computer Learning Center meets the technology requirements of the grant. Lodi Public Library's participation requires library staff to attend trainings in set up and usage of the Learner Web and provide feedback on registration and the usage of the system by Lodi library patrons. Lodi will receive training in usage of the Learner Web, technical assistance and learning plans in both English and Spanish for computer literacy, internet access, and career pathway information. These tools will enhance the ability of Lodi's Adult Literacy Services to provide computer literacy training as well as instruction on reading and math skills.

The attached Memorandum of Understanding outlines the project and obligations of Lodi Public Library.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not Applicable.

\_\_\_\_\_  
Nancy C. Martinez, Library Services Director

NM/sb

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**MEMORANDUM OF UNDERSTANDING REGARDING THE LODI PUBLIC LIBRARY AND THE LITERACY FOR EVERY ADULT PROJECT**

This Memorandum of Understanding constitutes the agreement between the City of Richmond's Literacy for Every Adult Project, hereafter referred to as "LEAP," and Lodi Public Library, hereafter referred to as "LPL," for the purpose of implementing the Broadband Technology Opportunities Program (BTOP) grant received by Portland State University. As a sub-recipient, LEAP is forming a partnership with LPL to use the on-site computer resource center for computer instruction. With the support of LEAP and the learning plans furnished by Portland State University, LPL will recruit and teach residents digital literacy, internet searching, and career pathway information using the Learner Web.

**Parties**

City of Richmond  
Literacy for Every Adult Project  
440 Civic Center Plaza  
Richmond, CA 94804  
(510) 307-8082

Lodi Public Library  
201 West Locust Street,  
Lodi, CA 95240  
209-333-5554

**Time of Agreement**

The effective date of this Memorandum of Understanding is February 1, 2012 and will terminate on March 31, 2013. This MOU may be terminated earlier by any of the parties, provided that thirty (30) days' written notice is provided to the other party.

**Terms and Conditions**

LEAP and LPL agree to the following terms and conditions:

**1. LPL will:**

- a. Designate LPL as a partner site with LEAP and provide working computers (as referenced in the original RFQ and outlined by Portland State University) for the purpose of new residents to be trained on digital literacy, internet access, broadband consumer education and career exploration through the Learner Web.
- b. Designate an authorized staff to complete quarterly financial reports in a timely manner.
- c. Designate an authorized staff to be responsible for attending trainings and managing the tutor-student BTOP learning.

- d. Participate in and be familiar with registration system to track hours.
- e. Participate actively in project communication processes.
- f. Provide feedback to project manager on implementation, access and usage of BTOP.

**2. LEAP will:**

- a. Provide training to staff at LPL.
- b. Provide necessary forms required for reporting measures of tutor, staff, and student engagement with BTOP.
- c. Provide learning plans in English and Spanish for computer literacy, internet access, consumer broadband education, and career pathway information.
- d. Provide technical assistance via telephone or e-mail to support the BTOP program.

**Indemnification**

- 1. LPL shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by LPL or any person directly or indirectly employed by, or acting as, the agent for LPL in the performance of this MOU, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.

**Notices**

All notices, demands, statements, or communications provided for by this Memorandum of Understanding shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the party designated in section 1 below. Notices to LPL shall be addressed to the party designated in section 2 below. Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Memorandum of Understanding, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

- 1. CITY hereby designates as its authorized representative the project manager whose name and address are as follows:

Sherry Drobner

City of Richmond  
Literacy for Every Adult Project  
440 Civic Center Plaza  
Richmond, CA 94804  
(510) 307-8082

2. **LPL** hereby designates as its authorized representative the project manager whose name and address are as follows:

Nancy Martinez  
Lodi Public Library  
201 West Locust Street,  
Lodi, CA 95240  
209-333-5554

**Signatures**

The following signatures attest to the parties' agreement to the terms of the MOU:

**LODI PUBLIC LIBRARY**

\_\_\_\_\_  
Nancy Martinez, Director

\_\_\_\_\_  
DATE

**CITY OF RICHMOND**

\_\_\_\_\_  
Bill Lindsay, City Manager

\_\_\_\_\_  
DATE

**LITERACY FOR EVERY ADULT PROJECT**

\_\_\_\_\_  
Sherry Drobner, Program Manager

\_\_\_\_\_  
DATE



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE LODI PUBLIC LIBRARY TO PARTICIPATE WITH CITY OF  
RICHMOND'S LITERACY FOR EVERY ADULT PROJECT (LEAP)  
IN IMPLEMENTATON OF THE LEARNER WEB-CALIFORNIA

WHEREAS, the City of Richmond's Literacy for Every Adult Project partnered with Portland State University to create a regional version of the Learner Web for California and received a Library Services and Technology Act (LSTA) grant for the project; and

WHEREAS, the grant implementation process calls for the participation of four California adult literacy programs-two in the South and two in the North; and

WHEREAS, the Lodi Public Library Adult Literacy Services volunteered to participate in the project and after a telephone interview was selected as one of two northern programs; and

WHEREAS, the Learner Web is a self-paced interactive learning support system for adult literacy students developed by Portland State University with a federal Broadband Technology Opportunity Project (BTOP) grant; and

WHEREAS, the Lodi Public Library's Computer Learning Center meets the technology requirements of the grant and will require library staff to attend trainings in set up and usage of the Learner Web and provide feedback on registration and the usage of the system by Lodi library patrons; and

WHEREAS, Lodi will receive training in usage of the Learner Web, technical assistance and learning plans in both English and Spanish for computer literacy, internet access, and career pathway information. These tools will enhance the ability of Lodi's Adult Literacy Services to provide computer literacy training as well as instruction on reading and math skills.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Lodi Public Library to participate with City of Richmond's Literacy for Every Adult Project (LEAP) in implementation of the Learner Web-California.

Date: May 2, 2012

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held May 2, 2012, by the following vote:

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

RANDI JOHL  
City Clerk

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

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

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

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

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



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Public Hearing to Consider Adopting Resolutions Approving the Final 2012/13 Action Plan for the Community Development Block Grant Program and the Section 108 Loan Guarantee Program Application.

**MEETING DATE:** May 2, 2012

**PREPARED BY:** Community Development Director

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**RECOMMENDED ACTION:** Public hearing to consider adopting Resolutions approving the Final 2012/13 Action Plan for the Community Development Block Grant Program and the Section 108 Loan Guarantee Program Application.

**BACKGROUND INFORMATION:** The 2012/13 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 will receive \$630,001 in CDBG funds from the federal government for the coming fiscal year, a 6.7 percent reduction from 2011/12. That annual allocation is being supplemented with an additional \$111,540 in Program Income, for a total funding amount for 2012/13 of \$741,541.

As per federal regulations, the draft Action Plan documents that were approved by the City Council on March 21, 2012, 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, which is attached to this staff report as Exhibit A, will be incorporated into the Annual Action Plan document which will be forwarded for approval as submitted. The City Council should authorize staff to make minor changes to the Consolidated Plan documents in response to comments received and deemed necessary by the U.S Department of Housing and Urban Development.

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, 2012, the City plans to fund public facilities improvements, infrastructure, public services, program administration, and 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, 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.

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

### **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 B (Summary of Final 2012/13 Recommendations) and Exhibit C (Distribution of 2012/13 CDBG Allocation and Reallocation of Program Income).

PROGRAM ADMINISTRATION \$126,000

CITY CAPITAL PROJECTS (\$365,041)

- ADA Retrofit Improvements (\$290,041)
- Hale Park Sport Court Resurfacing (\$75,000)

CITY SERVICE PROGRAMS (\$75,000)

- Spay/Neuter Program (\$25,000)
- Graffiti Abatement (\$50,000)

CBO CAPITAL PROJECTS (\$135,000)

- LOEL Center – Demo 125 S. Washington (\$120,000)
- Lodi House – Window Replacement (\$15,000)

CBO SERVICE PROGRAMS (\$40,414)

- San Joaquin Fair Housing – Fair Housing Services (\$17,914)
- Second Harvest Food Bank - Food Assistance Programs (\$7,500)
- Salvation Army – Food Programs (\$15,000)

The Action Plan document, which is attached as Exhibit D, must be adopted and submitted to HUD no later than May 15, 2012 in order to receive funding beginning July 1, 2012.

### **Section 108 Loan Authorization**

One other element of the 2012/13 Annual Action Plan is the authorization for the City to pursue an application for a Section 108 Loan from HUD for ADA Improvements at the Grape Bowl facility.

For the Grape Bowl Project, an estimated \$808,856 worth of the public facility improvements have been identified as potentially eligible for CDBG funding as removal of architectural barriers to accessibility within that facility.

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program that provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. Section 108 loans are not risk-free, however; local governments borrowing funds guaranteed by Section 108 must pledge their current and future CDBG allocations to cover the loan amount as security for the loan. Additional security will also be required to assure repayment of guaranteed obligations. The additional security requirements will be determined on a case-by-case basis, but could include assets financed by the guaranteed loan.

The maximum repayment period for a Section 108 loan is 20 years. However, based upon previous City Council direction, this loan application specifies a loan term of 15 years and requests that the annual principle and interest payment installments of approximately \$67,000 be drawn directly from the City's annual CDBG entitlement allocation each year, beginning with the 2013/14 allocation. It is intended that the annual loan payments will be drawn against the City's 60 percent set-aside of available funds and not adversely impact the funding available for community-based organizations.

The Section 108 application, which is attached as Exhibit E, also clarifies that in the event that CDBG funds are no longer available for repayment of the Section 108 loan, the City pledges its General Fund as the alternative source for repayment, following the same repayment schedule identified for the CDBG funds.

**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.

The application to the Section 108 Loan Guarantee Program for the Grape Bowl Improvement Project commits up to \$67,000 of the City's annual allocation of CDBG funds from 2013 through 2028 toward the repayment of that loan, and further pledges the City's General Fund as an alternative source in the event CDBG Program funds are no longer available.

**FUNDING AVAILABLE:** 2012/13 Community Development Block Grant  
Section 108 Loan Guarantee Program

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Jordan Ayers, Deputy City Manager

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Konradt Bartlam  
Community Development Director

KB/jw

Attachments:

- Exhibit A – Public Comment letter
- Exhibit B – Summary of Final 2012/13 Recommendations
- Exhibit C – Distribution of 2012/13 Allocation and Reallocation of Program Income
- Exhibit D – 2012-13 Final Annual Action Plan
- Exhibit E – Section 108 Loan Guarantee Program application

**EXHIBIT A**

**PUBLIC COMMENT**

**ON 2012/13 ANNUAL ACTION PLAN**

**FROM DAN CROWNOVER**

-----Original Message-----

**From:** Dan and Lorraine Crownover [mailto:dlcrownover@comcast.net]

**Sent:** Tuesday, April 03, 2012 1:36 AM

**To:** Randi Johl

**Subject:** CDBG Grant allocation for the City of Lodi Spay and Neuter program 2011-2012.

Randi Johl, City Clerk. Please forward this to Mayor Mounce, the Lodi City Council members, the City Manager, City Attorney, Joseph Wood, Communications Director, Chief of Police, and Lt. Steve Carillo.

Lady and gentlemen, several shirt sleeve meetings ago I stood up to put a plug in for the Lodi Spay and Neuter program because it had just ran out of money. I have never been good at public speaking (which has not changed), so I missed some points that I had hoped to make, and I was not sure that my concerns were appropriate to be brought up in that particular meeting. I will not bore you with with major un-necessary details as I know you all are overloaded with your day to day responsibilities.

I sent the City Council a long email about a year ago to express my thanks for the generous allocation of CDBG money for the spay and neuter program, and I stated that I felt that it was sufficient to make progress on the goal of the program which for the cat part is to work towards the reduction of the feral cats (free roaming including abandoned and stray homeless cats), thereby reducing the euthanasia rate in the Lodi Animal Shelter. The reason that the money was depleted early is that ACT Clinic, who performed spays on female feral cats for \$30.00 (whether in heat or pregnant or not), and neuters for male feral cats, with Lodi CDBG vouchers. Incidentally, this was done at less than cost due to their dedication to **eventually** reducing the euthanasia rates for cats to "no kill" ratings.

Due to a suspected problem that amounted to a small amount of money, and a technicality, ACT Clinic was no longer allowed to process Lodi vouchers for at least one year. The local Veterinarians would not do the work for even the amount covered on the vouchers at the time (\$42.00), so the vouchers were increased to \$52.00 for feral cats. Here's the math: For \$15,000, you can fix 500 cats for \$30.00 each or you can fix 288 cats for \$52.00. That move shot the Lodi CDBG spay and neuter program in it's own foot and now we are in the peak of the first breeding and kitten season with no help. Most trappers can't afford to pay for the spay and neuter process, however some of us are still digging deep in our pockets to keep some progress going.

In 2010 Calendar year, the Lodi Animal Shelter euthanized 975 cats (3.53 per day that the shelter was open). Note: Estimated 23 days per month.  
In 2011 calendar year, the Lodi Animal Shelter euthanized 672 cats (2.43 per day that the shelter was open).

I fear that the last few years progress that has been made will be for nothing if we go another three months without vouchers (until the 2012-2013 period begins).

That is too many cat lives taken!

The statistics in comparison to other local area cities look pretty good but, they are done using a intake versus euthanasia count. To compare these statistics is not a good way to see the real picture due to the size and population of the city's and that the intake is not a constant due to the difference in the number of animal services officers, number of trappers, etc. The real picture is in the count, not the percentage.

If there is any reallocation money that can be applied to the spay and neuter program, it would really be appreciated.

I sincerely hope that ACT Clinic will be allowed to save the City of Lodi money in the near future, as getting the best bang for the buck is important.

Your consideration is appreciated.

Dan Crownover

Dan and Lorraine Crownover  
dlcrownover@comcast.net  
209-747-9364

## Summary of Final 2012/13 Funding Recommendations

Project - Organization	Project Description	Draft Recomm.	Final Recomm.
<b>Program Administration</b> Community Development Dept.	Overall program management, coordination, monitoring, evaluation, planning and promotion of CDBG activities.	\$126,000	\$126,000
<b>City Projects</b>			
<b>ADA RetroFit Improvements</b> 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.	\$290,041	\$290,041
<b>Hale Park Sport Court Resurfacing</b> Parks & Recreation Dept.	Renovation and resurfacing of existing sport court surface at Hale Park.	\$75,000	\$75,000
<b>City Services</b>			
<b>Spay and Neuter Program</b> 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.	\$25,000	\$25,000
<b>Graffiti Abatement</b> Public Works	Abate graffiti on public and private properties in the CDBG Target Areas.	\$50,000	\$50,000
<b>CBO Projects</b>			
<b>Demolition of 125 S. Washington</b> LOEL Center & Gardens	Demolition, grading and fencing of site. Interim use will be vegetable garden for LOEL Center. Next phase of development to include either additional parking for LOEL facility or a senior housing project.	\$120,000	\$120,000
<b>Window Replacement Project</b> Lodi House	Retrofit of new energy-efficient windows at transitional housing facility.	\$15,000	\$15,000
<b>CBO Services</b>			
<b>Fair Housing Services</b> San Joaquin Fair Housing	Provide required fair housing services, including telephone hotline for tenants and landlords, investigation of complaints, and fair housing testing.	\$17,914	\$17,914
<b>Food Assistance Programs</b> Second Harvest Food Bank	Provide support for the administration of the Food Assistance and Senior Brown Bag Programs.	\$7,500	\$7,500
<b>Food Programs</b> Salvation Army - Lodi Corp	Expansion of services to needy families and individuals through the Community Dining Hall and the Emergency Food Distribution, Christmas Boxes, and No Child Left Hungry Programs.	\$15,000	\$15,000
<b>TOTAL FUNDING</b>			<b>\$741,455</b>

**Exhibit B**



# **2012-13 ANNUAL ACTION PLAN**

## **City of Lodi**

**Community Development Block Grant  
(CDBG) Program**

**May 2, 2012**



**EXHIBIT D**

# 2012-13 ACTION PLAN

## I. EXECUTIVE SUMMARY

The 2012-13 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 and low-income households. This is the fourth 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 \$630,001 from the federal Community Development Block Grant (CDBG) program. Unexpended prior year funds to be used in the 2012-13 program year are estimated to be \$779,969. This includes \$111,540 in uncommitted program income and \$358,629 made available through the Urban County as part of the separation agreement. The City also plans to apply for a Section 108 loan for the Grape Bowl improvements. The estimated loan amount is \$700,000. The total CDBG funding estimated to be available in the 2012-13 program year is \$2,109,970.

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 2012-13 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 benefitting low-income areas and targeted low-income populations;
- Remove blighting influences in low-income areas;
- Support community organizations to make improvements to their facilities; and
- Assist community-based organizations to provide fair housing and basic needs programs to target-income residents.

# 2012-13 ACTION PLAN

## OUTCOMES

### Housing

The City will improve accessibility and safety in the home for disabled persons through the continuation of the Home Accessibility Modifications program operated by DRAIL. New affordable housing units will be produced by the Tienda Drive senior housing project which is expected to complete this year. The City will improve the City's housing stock by implementing a Housing Rehabilitation Program.

### Public Facilities

Barriers to the disabled and elderly will be removed as part of several public facility and right-of-way improvement projects. Public facility 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 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 2, 2012 to May 2, 2012. A public notice announcing its availability was published in the *Lodi News-Sentinel* on March 2, 2012. Public hearings on the Action Plan were held on March 21 and May 2, 2012 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, 2012 and June 30, 2013. Some activities such as facility and right-of-way improvements may take longer to complete.

# 2012-13 ACTION PLAN

The major objectives of activities undertaken during the 2012-2013 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 benefitting low-income areas and targeted low-income populations;
- Remove blighting influences in low-income areas;
- Support community organizations to make improvements to their facilities; and
- Assist community-based organizations to provide fair housing and food assistance programs to target-income residents.

## RESOURCES

The City estimates that it will receive \$630,001 from the federal Community Development Block Grant (CDBG) program as its entitlement amount. The City currently expects to have a balance of \$779,969 in prior year funds that will be available in the 2012-13 year.

Of the prior year funds, the City estimates \$111,540 in un-committed 2011-12 program income. This Action Plan will allocate that program income. This program income was received from San Joaquin County as part of the City's separation from the Urban County CDBG program. The City does not expect to receive any program income in 2012-13.

Previously allocated unexpended prior year funds to be used in the 2012-13 program year are estimated to total \$668,429. This consists of prior year projects that are currently underway but planned to be completed in 2012-13, and new planned projects.

The City is planning to receive \$358,629 in late 2011-12 from San Joaquin County as part of the City's separation from the Urban County CDBG program. As of the date of this plan, those funds have yet to be transferred from the County to the City. The City expects those funds to be available in May, 2012 and partially expended before July 1, 2012.

The City also plans to apply for a Section 108 loan for the Grape Bowl improvements. The estimated loan amount is \$700,000. Staff will begin the application process with the approval of this Action Plan. Funding would be expected in August of 2012.

# 2012-13 ACTION PLAN

The total CDBG funding estimated to be available in the 2012-13 program year is \$2,109,970.

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

The activities to be undertaken during fiscal year 2012-13 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, 2013.

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.

# 2012-13 ACTION PLAN

**TABLE 1  
Proposed CDBG Activities and Projects  
Program Year 2012-13**

ID	Activity Name	Activity Description	Output	Funding
<b>Housing</b>				
11-09	Home Accessibility Modifications (DRAIL)	Home modifications for disabled persons.	2 households	\$2,000
11-10	Tienda Drive Senior Housing	Land acquisition for senior housing.	80 housing units	\$78,000
11-12	Housing Rehabilitation Program	Rehabilitation of owner-occupied housing. Grants and loans to LMI households.	4 households	\$100,629
<b>Public Facilities</b>				
11-02	2011-12 Right of Way Accessibility Improvements	Remove barriers to accessibility in existing right-of-way. Targeted to LMI areas.	4 locations	\$80,000
11-03	Grape Bowl Accessibility Improvements	Remove barriers to accessibility in the Grape Bowl stadium.	1 public facility	\$835,001*
11-11	2011-12 Alley Improvements	Alley reconstruction to facilitate storm drainage. Targeted to LMI areas.	2 locations	\$272,800
12-02	2011-12 Right of Way Accessibility Improvements	Remove barriers to accessibility in existing right-of-way. Targeted to LMI areas.	4 locations	\$290,041
12-03	Hale Park Sport Court Resurfacing	Public park improvement in an LMI area.	1 public facility	\$75,000
12-04	LOEL Center - Demo 125 S. Washington	Demolition and community garden at a senior services facility.	1 public facility	\$120,000
12-05	Lodi House - Window Replacement Project	Window replacement in a homeless shelter facility.	1 public facility	\$15,000
<b>Public Services</b>				
12-06	Graffiti Abatement	Remove graffiti on public and private property in target areas.	800 instances addressed	\$50,000
12-07	Second Harvest Food Bank	Provide food assistance to low-income families.	4,650 persons assisted	\$7,500
12-08	San Joaquin Fair Housing	Provide fair housing assistance and education.	564 persons assisted	\$17,914
12-09	Spay/Neuter Program	Provide free spay/neuter services to feral cats and pets of low-income pet owners.	150 persons assisted (LMC) 150 cats neutered (LMA)	\$25,000
12-10	Salvation Army	Food programs	3,750 households assisted	\$15,000

# 2012-13 ACTION PLAN

## Planning and Administration

12-01	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities.	1 year of program administration	\$126,000
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\*Includes Section 108 Loan Funding

## HOUSING

### Home Accessibility Modifications

Provide free or low-cost assistance to disabled renters or homeowners in need of accessibility modifications. This program will be implemented by the Disability Resource Agency for Independent Living (DRAIL). Accessibility modifications will be made by program staff or by a licensed contractor. This is a continuation of a 2011-12 activity.

- Output:** 2 households assisted
- Outcome Category:** Accessibility for the purpose of creating suitable living environments
- Goals Addressed:** CD-3, HS-4
- Funding:** \$2,000 prior year CDBG

### Tienda Drive Senior Housing Project

In 2011-12, the City provided funding to Eden Housing, a non-profit housing developer, in order to purchase land along Tienda Drive for an affordable senior housing development. Eden Housing has acquired the land, and will secure final funding for construction in 2012-13. The apartment complex will have 80 units of senior housing in two phases, with the first being completed by 2013 and the second completed by 2016. This is a continuation of a 2011-12 activity.

- Output:** 80 units constructed
- Outcome Category:** Affordability for the purpose of providing decent affordable housing
- Goals Addressed:** HS-1
- Funding:** \$78,000 prior year CDBG

### Housing Rehabilitation Program

The City will implement a single-family owner-occupied housing rehabilitation program. The program will be citywide. Assistance will be limited to low-income households.

- Output:** 4 homeowners assisted
- Outcome Category:** Affordability of Decent Housing
- Goals Addressed:** HS-2
- Funding:** \$100,629 prior year CDBG

# 2012-13 ACTION PLAN

## PUBLIC FACILITIES

### 2011-12 Right-of-Way Accessibility Improvements

Removal of barriers to accessibility in the existing public right-of way. Improvements will be exclusive to Low-Moderate Income Areas. This may include curb cuts, installation or widening of sidewalks, and transition ramps. This is a continuation of a 2011-12 activity.

**Output:** Improvements at four locations  
**Outcome Category:** Accessibility for the purpose of providing a suitable living environment  
**Goals Addressed:** CD-6  
**Funding:** \$80,000 prior year CDBG

### Grape Bowl ADA Improvements

Make ADA improvements to the Grape Bowl to remove barriers to accessibility. Improvements will include create an at-grade entrance to the field's west end, new ticket booth and concession stands, and restroom upgrades. This is a continuation of a 2011-12 activity.

**Output:** 1 public facility improvement completed  
**Outcome Category:** Accessibility for the purpose of providing a suitable living environment  
**Goals Addressed:** CD-6  
**Funding:** \$ 135,001 prior year CDBG  
\$700,000 Section 108 loan proceeds  
\$835,001 Total

### 2011-12 Alley Drainage Improvements

Reconstruct two alleys in LMI areas to increase accessibility and drainage. Storm drain facilities will be added and the alleys will be resurfaced. Improvements will be in LMI Areas. This is a continuation of a 2011-12 project.

**Output:** 2 public facility improvement completed  
**Outcome Category:** Accessibility for the purpose of creating suitable living environments  
**Goals Addressed:** CD-1  
**Funding:** \$272,799 prior year CDBG

# 2012-13 ACTION PLAN

## 2012-13 Right-of-Way Accessibility Improvements

Removal of barriers to accessibility in the existing public right-of way. Improvements will be exclusive to Low-Moderate Income Areas. This may include curb cuts, installation or widening of sidewalks, and transition ramps.

**Output:** Improvements at four locations  
**Outcome Category:** Accessibility for the purpose of providing a suitable living environment  
**Goals Addressed:** CD-6  
**Funding:** \$290,041 CDBG

## Hale Park Sport Court Resurfacing

This will repair the sport court at Hale Park. This is an improvement to a public park in an LMI area.

**Output:** 1 public improvement  
**Outcome Category:** Sustainability of Suitable Living Environment  
**Goals Addressed:** CD-1  
**Funding:** \$75,000 prior year CDBG

## LOEL Center - Washington Street Improvements – Phase 1

As part of a phased project to make improvements to the LOEL Senior Center, this will demolish an existing structure on the site, construct a community garden, and secure the lot. The entire project contemplates the expansion of the LOEL Center or the development of affordable senior housing. LOEL provides services to seniors. The LOEL Center is located in an LMI area.

**Output:** 1 public facility improvement  
**Outcome Category:** Availability/Accessibility of Suitable Living Environment  
**Goals Addressed:** CD-5, CD-6  
**Funding:** \$21,540 prior year CDBG  
\$98,460 2012-13 CDBG  
\$120,000 total

## Lodi House - Window Replacement Project

Improvements to the Lodi House to consist of replacing windows. The Lodi House is a shelter for homeless women and children. Window replacement will improve energy efficiency and reduce the cost of operations.

**Output:** 1 facility improvement  
**Outcome Category:** Availability/Accessibility of Suitable Living Environment  
**Goals Addressed:** CD-6

# 2012-13 ACTION PLAN

**Funding:** \$15,000 prior year CDBG

## PUBLIC SERVICES

### Graffiti Abatement

The Graffiti Abatement Program will remove graffiti on public and private properties located in target areas. 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:** \$50,000

### Second Harvest Food Bank

Provide funding to Second Harvest Food Bank to purchase foods that are not typically donated to the food bank (e.g., meat and dairy products).

**Output:** 4,650 persons assisted

**Outcome Category:** Accessibility for the purpose of creating suitable living environments

**Goals Addressed:** CD-3

**Funding:** \$7,500

### San Joaquin Fair Housing

San Joaquin Fair Housing provides fair housing services, such as housing discrimination and tenant/landlord law hotline, complaint investigation, and outreach and education through public forums.

**Output:** 564 persons assisted

**Outcome Category:** Accessibility for the purpose of creating suitable living environments

**Goals Addressed:** HS-4

**Funding:** \$18,000

# 2012-13 ACTION PLAN

## Spay/Neuter Program

Offer a spay/neuter program for feral cats trapped and released in target areas and pets (cats and pit bulls) owned by low-income households. Feral program is limited to LMI areas of the City.

**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:** \$25,000

## Salvation Army Food Programs

The City will provide funding for the local Salvation Army's meals and emergency food pantry programs. These include its Community Dining Hall at Hope Harbor, weekly bags and boxes of food, Christmas boxes, No Child Left Hungry, and meals at Youth Programs.

**Output:** 3,750 households assisted

**Outcome Category:** Availability/Accessibility of Suitable Living Environment

**Goals Addressed:** CD-3, CD-4

**Funding:** \$15,000

## 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:** \$126,000

## 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 2012-13 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.

# 2012-13 ACTION PLAN

## 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 2012-13, the City will fund improvements to Lodi House. Lodi House is a home for formerly homeless women with families transitioning from shelters to stable housing. 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 2012-13. These include the following:

- Food assistance programs, through the public services grants to Salvation Army and the Second Harvest Food Bank;

# 2012-13 ACTION PLAN

- Home accessibility modifications that increase the ability of individuals to secure safe and decent housing meeting their needs, through partnership with DRAIL; and
- 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 UNDERSERVED 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.

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, one bright side is that the housing stock affordable to low-income families has expanded significantly as a result of falling prices and historically low interest rates.

Based on the median income published by HUD, a four-person low-income household (80% AMI) can currently afford a mortgage of about \$280,000 and a one-person household could afford about \$184,000.

For the 12 months ending January 2012, the median home sales price was \$145,000. The median rent for the same period was \$1,334.

# 2012-13 ACTION PLAN

In 2012-13, the City will offer several programs to foster and maintain affordable housing. The home accessibility modification program operated by DRAIL will assist disabled persons with the improvements necessary to remain in their own homes. Improvements to the Lodi House will address needed repairs to improve energy efficiency, thus reducing the operating cost of the facility. The Housing Rehabilitation Program will assist low-income homeowners with needed repairs.

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 will revise the Lodi Municipal Code (Zoning Ordinance) 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 will exempt 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 will maintain 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.

# 2012-13 ACTION PLAN

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 allocating prior-year CDBG and HOME funds (through the Urban County) in support of affordable housing development, as well as 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 providing a range of housing, employment, and supportive service opportunities aimed at enabling those in poverty to move into the

# 2012-13 ACTION PLAN

workforce. During the 2012-13 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 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

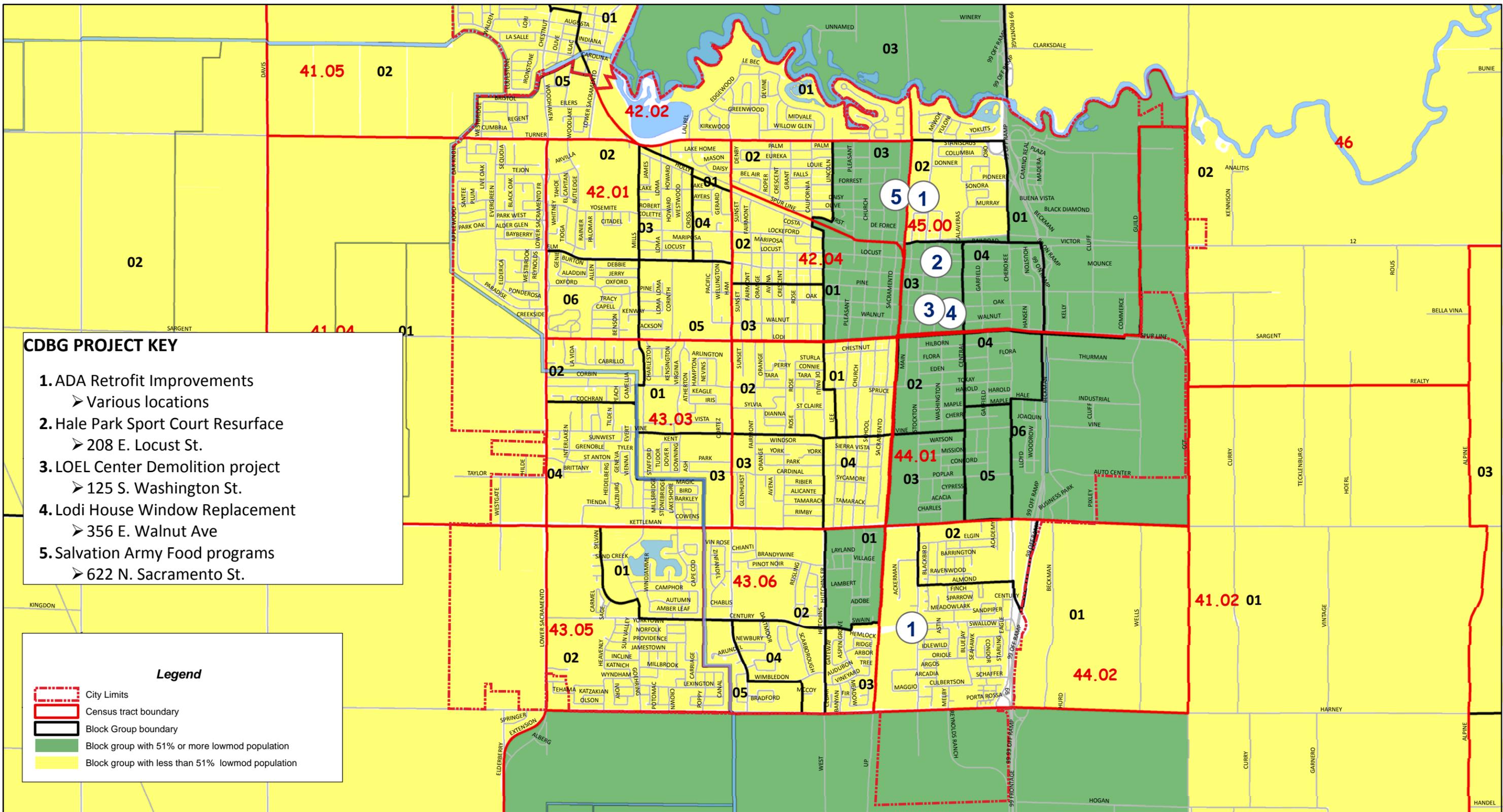
While most housing units were built after 1978 in Lodi, the City will work together with the County Public Health Department to monitor incidences of elevated blood levels. The City's Code Enforcement division will respond to calls regarding lead-based paint, and may require landlords to fix chipping 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. 3-16).



- CDBG PROJECT KEY**
- 1. ADA Retrofit Improvements
    - Various locations
  - 2. Hale Park Sport Court Resurface
    - 208 E. Locust St.
  - 3. LOEL Center Demolition project
    - 125 S. Washington St.
  - 4. Lodi House Window Replacement
    - 356 E. Walnut Ave
  - 5. Salvation Army Food programs
    - 622 N. Sacramento St.

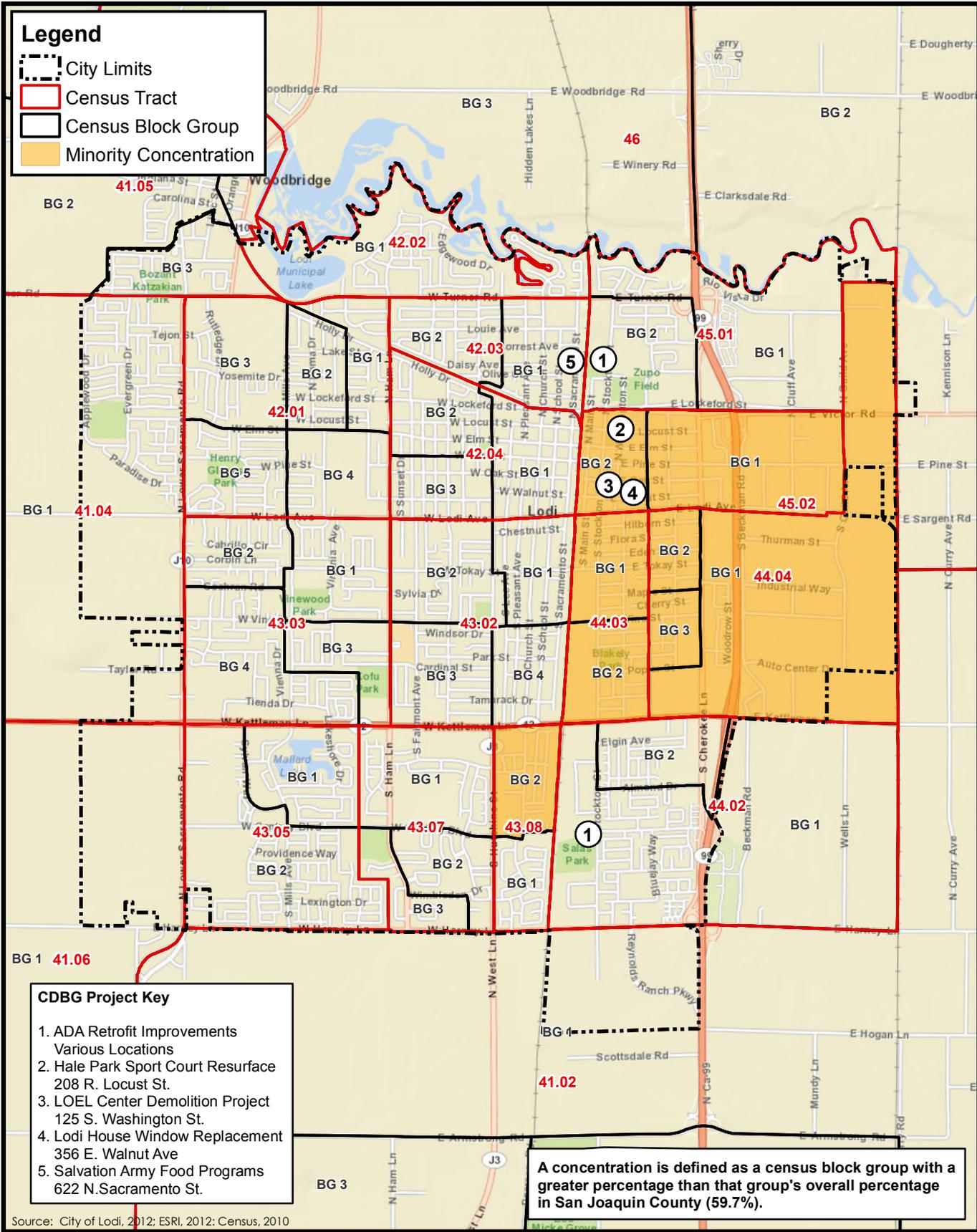
**Legend**

- City Limits
- Census tract boundary
- Block Group boundary
- Block group with 51% or more lowmod population
- Block group with less than 51% lowmod population



**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

**SECTION 108  
GUARANTEED LOAN PROGRAM  
APPLICATION**

**City of Lodi**

**The Lodi Grape Bowl Improvements  
Project**

**May 2, 2012**



**EXHIBIT E**

# **The Lodi Grape Bowl Improvements Project**

**221 Lawrence Avenue**

**Lodi, California 95240**

## SECTION 1 – PROJECT DESCRIPTION

The purpose of the Section 108 Guaranteed Loan application is to assist with public facility improvements to the Lodi Stadium, also known as the “Grape Bowl.” These improvements are primarily to improve public access to the stadium.

The stadium was originally constructed as a closed oval bowl by excavating the field and constructing an earthen berm wall surrounding it. Historically, access to the stadium was by climbing the back side of the berm from street level. The historic access ramps are steep and without handrails or resting platforms.

At one point the east end of the bowl (the rear of the stadium) was opened by removing the berm. This allowed access at the field level, and access by a pathway constructed to meet current accessibility requirements for grade and landings. There are two accessible parking spaces in the rear of the stadium that are accessed through the service entrance. The main entrance at the west end is still served by the historic access ramp.

More recently, the west end of the bowl (the front and main entrance to the stadium) was opened by removing the berm wall.

The City is proposing to construct a new public entrance at the west end. The west end is accessed by a larger street and is served by a City parking lot across the street.

The new public entrance will allow the City to construct a new accessible path of travel to stadium seating. The City will construct this path of travel, new accessible seating areas, and accessible facilities as part of constructing a new grade level public entrance on the west end. The project can be summarized into the following five (5) components.

1. Construction of the on-grade entry plaza.
2. Construction of the entry plaza structure. The structure will include a ticket window, concessions, and restrooms.
3. Construction of new ADA compliant seating areas and new paths of travel.
4. Construction of four (4) additional ADA compliant parking spaces.
5. Abandonment of existing entry ramp and ticket booths.

The City is seeking to fund a portion of the work with Section 108 Guaranteed Loan funds. That portion would be the work necessary to remove “material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements” as described at 24 CFR 570.201(c). The City of Lodi Public Works Department has evaluated each element of the proposed project and has determined the appropriate

percentage of the costs that are eligible per the aforementioned CDBG regulations. Those eligible costs are identified in the cost breakdown provided in Section 2 of this application.

The specific work we believe is eligible is described below. The City is relying on the CDBG “Desk Guide” and the 1994 HUD Westmoreland County, PA policy memorandum (<http://1.usa.gov/vchLHJ>) in making that determination.

1. Construction of the on-grade entry plaza.

As part of allowing the full use of the facility, the City would fund a portion of the construction of the entry plaza with Section 108 Guaranteed Loan funds. The portion of the work to be funded would be that related to the new accessible path of travel and ADA compliant seating areas along the perimeter of the plaza that overlooks the playing field. This would include paving, curbs, tactile surfacing, markings and signage.

2. Construction of the entry plaza structure. The structure will include a ticket window, concessions, and restrooms.

As part of allowing the full use of the facility, the City would fund a portion of the construction of the entry plaza structure with Section 108 Guaranteed Loan funds. The portion to be funded with Section 108 Guaranteed Loan funds would be the costs associated with modifying the structure to be accessible.

- Accessible ticketing window.
- Accessible concession window/counter.
- Accessible restrooms.

3. Construction of new ADA compliant seating areas and new accessible paths of travel.

A portion of the construction of the accessible path of travel and the entire cost of the new seating areas would be funded with Section 108 Guaranteed Loan funds.

- Modifications to the curb and street crossing.
- Construction of retaining walls.
- Grading, curbing, flatwork, railing and all related work to construct the path of travel from the on-grade entrance to the accessible seating areas.
- Construction of new accessible seating areas in the stands and at field level.

4. Construction of four (4) additional ADA compliant parking spaces.

The entire cost of creating new ADA compliant parking spaces serving the stadium would be Section 108 Guaranteed Loan funded. This would include paving, striping, signage, tactile surfacing, and curbing.

5. Abandonment of existing entry ramp and ticket booths.

The costs related to abandonment of the historic entrance would not be funded through the Section 108 Guaranteed Loan.

SECTION 2 – SOURCES AND USES

The City of Lodi proposes to the following sources of funding for this project.

Waste Management Grant	\$1,000,000
Section 108 Guaranteed Loan	\$ 808,186
Private Donations	\$ 129,000
Continuing Capital Campaign	<u>\$ 245,960</u>
Total	\$2,183,146

Funding for this project will be used as follows.

Description	Unit	Cost	Cost/Unit	Total Cost	CDBG %	CDBG Amount
Sitework	LS	1	\$65,000	\$65,000	80%	\$52,000
Ramp Flatwork	SF	4125	\$15	\$61,875	80%	\$49,500
Ramp Curbing	LF	690	\$35	\$24,150	80%	\$19,320
Plaza Flatwork	SF	14807	\$7	\$103,649	64%	\$66,335
Plaza Subgrade	SF	14807	\$2	\$29,614	64%	\$18,953
Retaining Walls (concrete)	LF	200	\$600	\$120,000	30%	\$36,000
ADA Seating (upper course)				\$55,000	100%	\$55,000
ADA Parking Path of Travel				\$40,000	100%	\$40,000
Structures (Restroom/Concession/Ticket)				\$645,000	51%	\$328,950
Furnishing and Fixtures				\$70,000	51%	\$35,700
Fencing				\$60,000	0	0
Utilities				\$195,000	0	0
Landscape and Irrigation				\$140,000	0	0
Scoreboard				\$155,000	0	0
Stadium Lighting Improvements				\$55,000	0	0
Subtotal				\$1,819,288	39%	\$701,758
Contingency (15%)				\$272,893		\$106,428
Construction Administration (5%)				\$90,964		
<b>Total Project Cost</b>				<b>\$2,183,146</b>		<b>\$808,186</b>

SECTION 3 – INSTITUTIONAL ARRANGEMENTS

The City of Lodi will borrow the Section 108 Guaranteed Loan funds to undertake the project. The loan funds will not be allocated to a separate designated public agency and the City will not re-lend the loan funds to a third-party developer.

SECTION 4 – REPAYMENT SCHEDULE

The City of Lodi would prefer to repay the principal amount in 15 annual payments of \$53,000. In addition, the City of Lodi would prefer to include interest payments of approximately \$14,000 each of those 15 years for a combined principal and interest payment of \$67,000 per year.

Furthermore, the City prefers to have the principle and interest payment installments for the Section 108 loan drawn directly from the City’s annual Community Development Block Grant (CDBG) entitlement allocation each year, beginning with the 2013/14 allocation.

SECTION 5 - COLLATERAL

In the event that CDBG funds are no longer available for repayment of the Section 108 loan, the City of Lodi pledges its General Fund as the alternative source for repayment, following the same repayment schedule identified in Section 4 of this application.

SECTION 6 – TIME TABLE & STAGES

August 2012	Approve Plans and Specifications and Authorize Advertisement for Bids
August 2012	Advertise for Bids
September 2012	Bid Opening
October 2012	Award Contract
November 2012	Commence Work
May 2013	Project Completion
July 2013	Accept Improvements

SECTION 7 – ELIGIBLE ACTIVITIES

Public facilities and improvements;  
24 CFR 570.201(c)

SECTION 8 – NATIONAL OBJECTIVE

Activities Benefiting Low/Mod Income Persons;  
Specifically, the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements;  
24 CFR 570.208(a)(2)(ii)

SECTION 9 – PUBLIC BENEFIT STANDARDS

Not applicable.

SECTION 10 – CITIZEN PARTICIPATION PLAN

This application is included within the 2012/13 Annual Action Plan process and incorporated in the two public hearings that were held on March 21 and May 2, 2012, at the Lodi City Council meetings. A public notice announcing availability of the Draft Annual Action Plan was published in the Lodi News-Sentinel on March 2, 2012. The draft Annual Action Plan and this application were made available for public review during a public comment period from April 2, 2012 to May 2, 2012. There was no public comment received regarding the Section 108 Loan Application.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE FINAL ACTION PLAN FOR THE 2012-  
13 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 2012-13 Federal allocation; and

WHEREAS, the City of Lodi has been notified that the allocation for the 2012-13 fiscal program year will be \$630,001; and

WHEREAS, that annual allocation is being supplemented with an additional \$111,540 in Program Income, for a total funding amount for 2012-13 of \$741,541; and

WHEREAS, the City of Lodi has held, with proper notification, a public hearing at the City Council meeting of March 21, 2012, 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 \$126,000

CITY CAPITAL PROJECTS (\$365,041)

- ADA Retrofit Improvements (\$290,041)
- Hale Park Sport Court Resurfacing (\$75,000)

CITY SERVICE PROGRAMS (\$75,000)

- Spay/Neuter Program (\$25,000)
- Graffiti Abatement (\$50,000)

CBO CAPITAL PROJECTS (\$135,000)

- LOEL Center – Demo 125 S. Washington (\$120,000)
- Lodi House – Window Replacement (\$15,000)

CBO SERVICE PROGRAMS (\$40,414)

- San Joaquin Fair Housing – Fair Housing Services (\$17,914)
- Second Harvest Food Bank - Food Assistance Programs (\$7,500)
- Salvation Army – Food Programs (\$15,000)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the Final 2012-13 Annual Action Plan which includes the recommended 2012-13 Federal allocations of CDBG funds and the reallocation of

available Program Income to the projects recommended by staff in the amount of \$741,541 as indicated above.

Dated: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE FINAL SECTION 108 LOAN  
GUARANTEE PROGRAM APPLICATION

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is an entitlement community and is therefore eligible to receive an annual allocation of Community Development Block Grant (CDBG) funds; and

WHEREAS, as an entitlement community, the City of Lodi is eligible to apply to the Section 108 Loan Guarantee Program, which is a provision of the Community Development Block Grant (CDBG) program that provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects; and

WHEREAS, the construction, reconstruction, or installation of public facilities (including street, sidewalk, and other site improvements) are considered eligible activities for the Section 108 funding; and

WHEREAS, the City of Lodi is proposing to make public facility improvements to the Lodi Stadium, also known as the "Grape Bowl," primarily to improve public access to the stadium through a new public entrance; and

WHEREAS, the City of Lodi currently has commitments of \$1,000,000 from Waste Management and \$129,000 from private donations to fund this project, and has committed to raise the remaining \$245,960 necessary to complete this project through a continuing capital campaign; and

WHEREAS, the City is seeking to fund a portion of those improvements with Section 108 Guaranteed Loan funds and that those portions funded with the Section 108 loan would be for work necessary to remove "material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons" as described at 24 CFR 570.201(c); and

WHEREAS, the City of Lodi Public Works Department has evaluated each element of the proposed project and relying on the CDBG Desk Guide and the 1994 HUD Westmoreland County, PA policy memorandum has determined the percentage of the costs that are eligible per the aforementioned CDBG regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve and authorize the submittal of the Section 108 Loan Guarantee Program application for the estimated \$808,856 worth of CDBG-eligible ADA improvements at the Lodi Grape Bowl facility under the following terms and conditions:

1. City of Lodi's preference to repay the principle and interest in fifteen (15) annual payments of \$67,000.

2. That the principle and interest installments for the Section 108 loan be drawn directly from the City of Lodi's annual CDBG entitlement allocation each year, beginning with the 2013/14 allocation.
3. That in the event that CDBG funds are no longer available to the City of Lodi for the repayment of the Section 108 loan, the City of Lodi pledges its General Fund as the alternative source of repayment, following the same repayment schedule identified for CDBG funds.

Dated: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012, by the following vote:

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

RANDI JOHL  
 City Clerk

# CITY OF LODI

## LEGAL ADVERTISEMENT

### ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR APPROVAL OF 2012-13  
ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK  
GRANT FUNDING AND SECTION 108 LOAN GUARANTEE  
PROGRAM APPLICATION

PUBLISH (DATES): April 19, 2012

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, 2012 ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager



## DECLARATION OF POSTING

### **PUBLIC HEARING TO APPROVE THE FINAL 2012/13 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND SECTION 108 LOAN GUARANTEE PROGRAM APPLICATION**

On Thursday, April 19, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to approve the Final 2012/13 Annual Action Plan for the Community Development Block Grant Program and Section 108 Loan Guarantee Program Application (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 19, 2012, 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 2012/13 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND SECTION 108 LOAN GUARANTEE PROGRAM APPLICATION**

On Thursday, April 19, 2012, 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 2012/13 Annual Action Plan for the Community Development Block Grant Program and Section 108 Loan Guarantee Program Application, 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 19, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK, CITY OF LODI**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

**LEGAL NOTICE****NOTICE OF PUBLIC HEARING FOR APPROVAL OF THE FINAL 2012-13  
COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN AND A  
SECTION 108 LOAN GUARANTEE PROGRAM APPLICATION**

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, May 2, 2012 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 approve the 2012-13 Community Development Block Grant (CDBG) Program Annual Action Plan and an application to the Section 108 Loan Guarantee Program. The City will receive \$630,001 in CDBG funds for 2012/13. That annual allocation is being supplemented with an additional \$111,540 in Program Income, for a total funding amount for 2012/13 of \$741,541.

The 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.

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program that provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects.

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 2012-13. 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 both the CDBG Program and the Section 108 Loan Guarantee Program. The Annual Action Plan and the Section 108 Loan Application must be available to the public and the City must provide reasonable access to documents. The public review and comment period for both the Draft Action Plan and the Draft Section 108 Loan Application began on April 2, 2012 and will end May 2, 2012.

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: April 18, 2012

**2012/13 CDBG Applicant Mailing List**

Capt. Dan Williams  
c/o Salvation Army, Lodi Corps  
PO Box 1388  
Lodi, CA 95241

Malcolm Berean  
c/o Share Homes Family Services  
210 N. School Street  
Lodi, CA 95240

Mike Mallory  
c/o Second Harvest Food Bank  
704 E. Industrial Park Drive  
Manteca, CA 95337-6116

Suzanne Mangum  
c/o Lodi House  
801 S. Washington Street  
Lodi, CA 95240

Federico Navarro  
c/o Emergency Food Bank of Stockton/San  
Joaquin  
7 W. Scotts Avenue  
Stockton, CA 95202

Tim Viall  
c/o Emergency Food Bank of Stockton/San  
Joaquin  
7 W. Scotts Avenue  
Stockton, CA 95202

Peggy Wagner  
c/o San Joaquin County Fair Housing Association  
247 E. Miner Ave  
Stockton, CA 95202

Kristi Rhea  
c/o Housing Authority of the County of San  
Joaquin  
448 S. Center Street  
Stockton, CA 95202

Tracy Williams  
c/o LOEL Foundation, Inc.  
105 S. Washington Street  
Lodi, CA 95240

Francisco Trujillo  
c/o Community Partnership for Families  
P.O. Box 1569  
Stockton, CA 95201

Lynette Lucaccini  
c/o El Concilio  
224 S. Sutter Street  
Stockton, CA 95203



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Post for Expiring Terms and Vacancies on the Library Board of Trustees, Lodi Animal Advisory Commission, Lodi Arts Commission, Planning Commission, and San Joaquin County Commission on Aging

**MEETING DATE:** May 2, 2012

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Direct the City Clerk to post for expiring terms and vacancies on the Library Board of Trustees, Lodi Arts Commission, Lodi Animal Advisory Commission, Planning Commission, and San Joaquin County Commission on Aging.

**BACKGROUND INFORMATION:** Several terms are due to expire on the various boards and commissions. In addition, two members of the Lodi Arts Commission have resigned, and an insufficient number of applications were received for the three vacancies on the Lodi Animal Advisory Commission. Therefore, it is recommended that Council direct the City Clerk to post for these expiring terms and vacancies. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**Library Board of Trustees**

Frankie Paul Kooger Term to expire June 30, 2012  
Caitlin Casey Term to expire June 30, 2012

**Lodi Animal Advisory Commission**

VACANT Term to expire December 31, 2013  
VACANT Term to expire December 31, 2014  
VACANT Term to expire December 31, 2014

**Lodi Arts Commission**

Ben Burgess Term to expire July 1, 2012  
Nancy Carey Term to expire July 1, 2012  
Sandi Walker-Tansely Term to expire July 1, 2012  
Teri Turrentine Term to expire July 1, 2013  
Rosa Flores-Alcaraz Term to expire July 1, 2015

**Planning Commission**

Wendel Kiser Term to expire June 30, 2012  
Randall Heinitz Term to expire June 30, 2012

**San Joaquin County Commission on Aging**

Terri Whitmire Term to expire June 30, 2012

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

RJ/JMR

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Report Regarding Fourth of July at the Lake Event Planning and Adopt Resolution Setting Special Shelter Rental Rate of \$500

**MEETING DATE:** May 2, 2012

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

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**RECOMMENDED ACTION:** Receive report regarding Fourth of July at the Lake event planning and adopt resolution setting special shelter rental rate of \$500.

**BACKGROUND INFORMATION:** The City resumed coordinating Fourth of July activities at Lodi Lake Park in 2007 after previously allowing a local service group to manage the event as a fund-raiser. Spending the Fourth of July at the park and watching the fireworks display is a Lodi tradition.

This year's event will mirror past years, with a pancake breakfast, swimming at the beach, boat rentals and a fireworks show after dusk. There is no charge for admission for the sixth consecutive year.

In addition to receiving a brief update on planning for the event, the City Council is asked to adopt a resolution setting a special picnic shelter rental rate of \$500 at two locations in Lodi Lake Park: Hughes Beach and the Rotary Shelter. This fee would be only for the Fourth of July and would partly reimburse the General Fund for the more than \$37,250 budgeted on this one event. The City's special events committee, which plans the Fourth of July activities and includes members of the Police, Fire and Public Works departments, sees no logistical obstacles in allowing these shelters to be rented.

At the April 3, 2012, Recreation Commission meeting, staff broached the idea of charging a fee for these shelters to determine if there was support for this concept. In their discussions, Recreation Commission members strongly favored the idea of generating revenue on the Fourth of July, and charging a \$500 fee for groups to rent the Rotary Area and Hughes Beach picnic shelters. The Recreation Commission is being asked on May 1, 2012, to formally recommend the City Council adopt a \$500 fee to rent these shelters on the Fourth of July.

Both shelters seat approximately 50 people and normally rent for \$85 to Lodi residents (\$125 for nonresidents). The special rental does not include the grass areas around the shelters. Because of their proximity to the fireworks placed at the park, the Youth Area and Parson's Point areas are closed to the public on the Fourth. The Kiwanis picnic area would remain available on a first-come, first-served basis.

**FISCAL IMPACT:** \$1,000 in revenue for the General Fund.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Jeff Hood  
Interim Director  
Parks, Recreation and Cultural Services Department

cc: City Attorney

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL SETTING  
SPECIAL FOURTH OF JULY PICNIC SHELTER RATES  
FOR THE ROTARY AREA AND HUGHES BEACH AT  
LODI LAKE PARK

=====

WHEREAS, the City of Lodi budgets more than \$37,000 each year from the General Fund to support Fourth of July activities at Lodi Lake Park; and

WHEREAS, admission to the park is free on the Fourth of July; and

WHEREAS, the Recreation Commission recommends that the City take measures to recover some of its costs to provide this traditional celebration of our nation's birth; and

WHEREAS, the Rotary Area and Hughes Beach picnic shelters are desirable park amenities available to rent from the Parks, Recreation and Cultural Services Department throughout the year; and

WHEREAS, the Recreation Commission recommends the City Council approve a charge of \$500 to rent each of these shelters on the Fourth of July; and

WHEREAS, picnic shelter rental fees are set by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the rental fees for the Lodi Lake Rotary Area and Hughes Beach picnic shelters is hereby set at \$500 each on the Fourth of July.

Dated: May 2, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 2, 2012 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:** Ordinance No. 1858 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.175, 'Schedule ECA – Energy Cost Adjustment,' in its Entirety"

**MEETING DATE:** May 2, 2012

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1858.

**BACKGROUND INFORMATION:** Ordinance No. 1858 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.175, 'Schedule ECA – Energy Cost Adjustment,' in its Entirety," was introduced at the regular City Council meeting of April 18, 2012.

**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.

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Randi Johl  
City Clerk

RJ/jmr  
Attachment

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

ORDINANCE NO. 1858

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING  
LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL  
SERVICE – BY REPEALING AND REENACTING SECTION  
13.20.175, “SCHEDULE ECA – ENERGY COST  
ADJUSTMENT,” IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.175, “Schedule ECA – Energy Cost Adjustment,” is hereby repealed and reenacted in its entirety to read as follows:

**APPLICABILITY:**

This schedule is applicable to all electric customers served by the City of Lodi. Each customer shall pay the applicable rate plus an Energy Cost Adjustment (ECA) for each kilowatt-hour (kWh) delivered to the customer. The adjustment shall be the product of the total kilowatt-hours (kWh) for which the bill is rendered times the ECA amount per kWh.

The purpose of the ECA is to adjust for increases/decreases to the City of Lodi's wholesale energy costs. This adjustment provides a mechanism to recover increased costs for wholesale energy or to lower collections when costs decrease below the base charge level.

**RATES:**

Effective July 6, 2007, the ECA billing factor for any given month shall be calculated as follows:

$$ECA = \frac{(a) + (b) - (c)(d+f) - (f)}{(e)}$$

Where:

(a) equals the amount the City of Lodi is actually charged by the Northern California Power Agency for the billing month, including adjustments for prior billing periods, less any third party revenue credits.

(b) equals the City of Lodi's estimated costs related to the acquisition of wholesale power, both financial and physical, procured directly by the City for the billing month, including adjustments for prior billing periods.

(c) equals the difference between actual retail energy sales and projected sales levels for the month which is two (2) months prior to the billing month.

(d) equals the ECA billing factor for the month which is two (2) months prior to the billing month.

(e) equals the forecast of projected retail energy sales for the billing month.

(f) equals the baseline energy cost for the City of \$0.0831.

The City of Lodi will recalculate the ECA each month, and resulting amount shall be automatically implemented for bills rendered during the following billing month. The ECA shall not be discounted.

SCHEDULE I-1 FIXED ECA OPTION:

Customers must elect this option prior to the start of the twelve-month cycle (July-June) and must be billed for the entire twelve months under this option. Customers may opt out in the May prior to the next twelve-month billing period.

The City of Lodi will calculate a fixed ECA based on projected sales divided by the budgeted NCPA All Resource Bill for the upcoming twelve-month period (July-June) minus eight point three one (8.31) cents. The resulting amount shall be automatically implemented for bills rendered during the eleven billing months beginning in July and ending in May. The June billing shall include a true-up for the actual ECA billed in the same eleven-month period and the actual ECA for the month of June.

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.

SECTION 6. The amended Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2012, or the first date allowable under State law.

Approved this 16<sup>th</sup> day of May, 2012

\_\_\_\_\_  
JOANNE MOUNCE  
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. 1858 was introduced at a regular meeting of the City Council of the City of Lodi held May 2, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1858 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