



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: May 4, 2016

Time: 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

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.

C-1 Call to Order / Roll Call – N/A

C-2 Announcement of Closed Session – N/A

C-3 Adjourn to Closed Session – N/A

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

C-4 Return to Open Session / Disclosure of Action – N/A

A. Call to Order / Roll Call

B. Presentations

B-1 Proclamation for Bike Month and Bike to Work Day (PW)

B-2 Proclamation for Stroke Awareness Month (CLK)

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

C-1 Receive Register of Claims in the Amount of \$2,340,285.62 (FIN)

C-2 Approve Minutes (CLK)

a) April 19, 2016 (Shirtsleeve Session)

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Blakely Park Restroom Demolition (PRCS)

C-4 Approve Specifications and Authorize Advertisement for Bids for 2016 GrapeLine Bus Stop Accessibility and Shelter Improvements (PW)

C-5 Approve Specifications and Authorize Advertisement for Bids for 2016 Storm Drainage Improvements (PW)

C-6 Approve Specifications and Authorize Advertisement for Bids for 2016/17 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 (PW)

Res. C-7 Adopt Resolution Approving Purchase of Data Center Equipment; Authorizing City Manager to Execute Professional Services Agreement with DSA Technologies, of Elk Grove (\$707,984); and Appropriating Funds (\$642,495) (CM)

Res. C-8 Adopt Resolution Awarding Contract for Well No. 23 Granular Activated Carbon Replacement Project to Calgon Carbon Corporation, of Pittsburgh, Pennsylvania (\$87,660) (PW)

Res. C-9 Adopt Resolution Awarding Contract for 2016 Extruded Traffic Stripes, Various City Streets, to Centerline Striping Company, Inc., of Elk Grove (\$52,625) (PW)

Res. C-10 Adopt Resolution Awarding Contract for Lodi Bus Wash Improvements Project to Diede Construction, Inc., of Woodbridge (\$425,569) (PW)

- Res. C-11 Accept Improvements Under Contract for Water Meter Program Phase 5 and Adopt Resolution Appropriating Funds (\$213,548) (PW)
- C-12 Accept Improvements Under Contract for Lodi Transit Station Restroom/Vault Improvement Project (PW)
- C-13 Accept Improvements Under Contract for Fire Station No. 2 Replacement Project (PW)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with WGR Southwest, Inc., of Lodi, for Storm Water Compliance Services for White Slough Water Pollution Control Facility (\$55,736) (PW)
- Res. C-15 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for a Database Conversion with MilSoft Utility Solutions, of Abilene, Texas (\$45,000) (EU)
- Res. C-16 Adopt Resolution Authorizing City Manager to Apply for San Joaquin Valley Air Pollution Control District Alternative Fuel Vehicle Grant (\$33,922) (PD)
- Res. C-17 Adopt Resolution Authorizing City Manager to Apply for Funding Allocation Administered by California Office of Emergency Services for CAD Console Workstations, a 911 System Upgrade, and a 911 Logging System Upgrade (\$364,000) (PD)
- Res. C-18 Adopt Resolution Implementing Portal-to-Portal Reimbursement for Office of Emergency Services Mutual Aid (FD)
- Res. C-19 Adopt Resolution Approving the Naming of Salas Park Southeast Baseball Diamond "David Akin Field" (PRCS)
- Res. C-20 Adopt the Following Resolutions Pertaining to the November 8, 2016, General Municipal Election: a) Resolution Calling and Giving Notice of the General Municipal Election;
Res. b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified
Res. Services for the Conduct of a General Municipal Election; c) Resolution Setting Forth the
Res. Council's Policy Regarding Impartial Analyses, Arguments, and Rebuttal Arguments for Any Measure(s) That May Qualify to be Placed on the Ballot; and d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election (CLK)
- C-21 Set Public Hearing for May 18, 2016, to Consider Adopting Ordinance to Modify the Zoning Code to Require Design Review for Multi-Family Structures in Medium Density Residential and High Density Residential Zoning Designations (CD)
- C-22 Set Public Hearing for June 1, 2016, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)
- C-23 Set Public Hearing for June 1, 2016, to Consider Adopting Resolution Adopting 2015 Urban Water Management Plan Update (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings

- Res. G-1 Public Hearing to Consider Adopting Resolution Approving 2016/17 Annual Action Plan for the Community Development Block Grant Program (CD)

H. Communications

- H-1 Appointment to the Lodi Improvement Committee (CLK)

I. Regular Calendar

- I-1 Consider Authorizing Harney Lane Road Closure Between Hutchins Street and Stockton Street for the Construction of Harney Lane Grade Separation Project (PW)
- Res. I-2 Adopt Resolution Approving the Reclassification of One Senior Administrative Clerk to the Position of Administrative Secretary (CM)
- Res. I-3 Adopt Resolutions Approving Side Letter Agreements Amending the Memorandums of Understanding or Statement of Benefits Between the City of Lodi and a) its Various Bargaining Groups and Confidential Employees and b) Executive Management Regarding a One-Time, Non-PERSable Payment to Partially Off-Set Increased Medical Premiums for Employees Who Are Currently Enrolled in One of the City's Medical Plans and Appropriating Funds (\$50,850) (CM)
- Res. I-4 Adopt Resolution Amending Statement of Benefits Between the City of Lodi and Council Appointees Regarding a One-Time, Non-PERSable Payment to Partially Off-Set Increased Medical Premiums for Employees Who Are Currently Enrolled in One of the City's Medical Plans (CM)
- Res. I-5 Adopt Resolution to Grant Designated Period for Two Years Additional Service Credit in Accordance with Government Code Section 20903 (CM)

J. Ordinances – None

K. Adjournment

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

Jennifer M. Ferraiolo
City Clerk

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 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer M. Ferraiolo at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer M. Ferraiolo (209) 333-6702.

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



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Proclamation Proclaiming May as “Bike Month” and May 26, 2016 as “Bike to Work Day” in Lodi

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming May as “Bike Month” and May 26, 2016 as “Bike to Work Day” in Lodi.

BACKGROUND INFORMATION: National Bike Month is a call to action for people across the nation to try bicycling to work and school, and for leisure activities, instead of driving. Bicycling improves air quality and rider health, and it reduces congestion on roadways. During the month of May, the City and various employers throughout Lodi will encourage their employees to bike to work.

On Thursday, May 26, 2016, a community “Bike to Work Day” event will be held in the pedestrian walkway adjacent to Woolworth Plaza (115 South School Street) from 6:30 a.m. to 8:30 a.m. The event is open to all members of the community. Representatives from San Joaquin Council of Governments’ Commute Connection, San Joaquin Bicycle Coalition, Lodi Bicycle Committee, San Joaquin Valley Air Pollution Control District, Lodi Bicycle Shoppe, and Bikes and Bites will be present. Free bike safety checks, bike commute information, snacks, coffee, and free handouts will be available.

A representative from the San Joaquin Bicycle Coalition will be present to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Julia Tyack, Transportation Planner

CES/JMT/tdb

APPROVED: _____
Stephen Schwabauer, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Stroke Awareness Month Proclamation

MEETING DATE: May 4, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Chandler will present a proclamation proclaiming the month of May 2016 as “Stroke Awareness Month” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the month of May 2016 as “Stroke Assault Awareness Month” in the City of Lodi. A representative from Healings in Motion will be at the meeting to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through April 14, 2016 in the total amount of \$2,340,285.62

MEETING DATE: May 4, 2016

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,340,285.62

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,340,285.62 through 4/14/16. Also attached is Payroll in the amount of \$1,315,213.72

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Internal Services Director

JA/nes

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

4/1/2016 through 4/14/2016

Fund			Amount
100 - General Fund			1,619,365.84
120 - Library Fund			1,623.14
140 - Expendable Trust			69,941.06
200 - Parks Rec & Cultural Services			9,354.59
205 - Boating & Waterways Grant			2,796.00
210 - Asset Seizure Fund			10,412.70
270 - Comm Dev Special Rev Fund			12,186.37
301 - Gas Tax-2105 2106 2107			10,974.60
307 - Federal - Streets			39,730.12
314 - IMF-Regional Transportation			326.16
331 - LTF-Pedestrian/Bike			2,590.00
350 - H U D			7,780.00
402 - Info Systems Replacement Fund			3,569.89
431 - Capital Outlay/General Fund			27,658.54
500 - Electric Utility Fund			45,355.57
501 - Utility Outlay Reserve Fund			9,054.98
504 - Public Benefits Fund			199,631.69
530 - Waste Water Utility Fund			44,798.35
531 - Waste Wtr Util-Capital Outlay			56,037.00
560 - Water Utility Fund			50,900.98
561 - Water Utility-Capital Outlay			4,040.00
590 - Central Plume			17,213.78
600 - Dial-a-Ride/Transportation			2,378.93
601 - Transit Capital			39,317.57
650 - Internal Service/Equip Maint			16,791.30
655 - Employee Benefits			33,832.20
660 - General Liabilities			2,044.40
665 - Worker's Comp Insurance			579.86
Total			2,340,285.62

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 4/10/2016

Fund	Description	Amount
100	General Fund	723,391.50
120	Library Fund	22,240.04
200	Parks Rec & Cultural Services	120,956.31
214	LPD-OTS Grants	7,147.74
219	LPD-ABC Grant	380.97
270	Comm Dev Special Rev Fund	28,635.84
301	Gas Tax-2105 2106 2107	28,948.08
500	Electric Utility Fund	206,268.94
530	Waste Water Utility Fund	126,516.18
560	Water Utility Fund	21,239.72
600	Dial-a-Ride/Transportation	8,732.34
650	Internal Service/Equip Maint	18,300.35
655	Employee Benefits	2,455.71
Report Total		1,315,213.72



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) April 19, 2016 (Shirtsleeve Session)

MEETING DATE: May 4, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) April 19, 2016 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 19, 2016**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 19, 2016, commencing at 7:00 a.m.

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

Absent: Council Member Mounce, and Mayor Pro Tempore Kuehne

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Topic(s)

B-1 Library Teen Scene Project (LIB)

Library Services Director Dean Gualco provided a PowerPoint presentation regarding the Library's Teen Scene project. Specific topics of discussion included agenda, Library by the numbers, Homework Help Room, how the role of the Library has changed, need for a teen area, Library's vision, what can be offered with a teen area, proposed Teen Scene, and cost/timeline.

In response to Council Member Nakanishi, City Manager Schwabauer stated that the Library has 249 volunteers, representing over 300,000 hours of volunteer time at a value of over \$676,000.

In response to Council Member Johnson, Literacy and Volunteer Manager Yvette Herrera stated that the Library receives grant funding from the State library system for the Adult Literacy Program and has a collaborate effort with the school district for the Homework Help Program, but no financial support.

In response to Council Member Nakanishi, Ms. Herrera stated that the State grant is roughly \$31,000 and is based on the State economy and what it is willing to share, adding that three years ago the City received no funding. In further response, Ms. Herrera stated there are 127 adult literacy programs in the State library system; however, she was uncertain what the school district offers in homework help, other than after-school tutoring services. Mr. Gualco stated that the City is involved with the Bridge Program, explaining the district pays the City, which includes tutoring services, and the district receives funding via State grant. Mr. Schwabauer further explained that the Bridge Program is a flat, fully-funded State grant at five schools with the same program existing as a paid program at the remaining schools. Mr. Gualco stated there is a cap on the number of participants that can enroll in the Bridge Program and there is typically a waiting list; whereas, the Library's Homework Help Program is available to anyone.

Council Member Johnson suggested that the Greater Lodi Area Youth Commissioners could be tied into a teen Library program, either as an adjunct or volunteer, to help in creating opportunities and activities that would be appealing to young teens. Mr. Gualco agreed, adding that the Library Teen Scene will include a coffee bar; it may remain open until 10 or 11 p.m. on some nights; and may offer activities such as SAT testing preparation and debates to engage youth and give them a place to go. Library staff has worked with other successful libraries to see what works and what does not and additional concepts may be added in the future.

Sam Harper with WMB Architects reviewed the schematics, renderings, and the existing and proposed floor plans for the Teen Scene area.

In response to Mayor Chandler, Mr. Harper stated that the existing brick wall is behind the group study area and that the existing mechanical system will be relocated.

In response to Council Member Johnson, Mr. Gualco stated that staff learned that the existing mechanical system is in proper working order, despite the age of the unit, and it is unnecessary to upgrade it; however, there is also a generator in the area that is no longer necessary because the Library does not function as an Emergency Operations Center any more and it will be removed.

In response to Council Member Johnson, Mr. Harper stated that the design takes security into account, explaining that the top of the block wall is 7.5 feet high, which should prevent individuals from hopping over to sleep in the patio area.

In response to City Attorney Magdich, Mr. Harper stated that there are methods to muffle or diminish the sound from the mechanical pieces that impose on the patio area, including mechanical options and orientation of the fan that would blow away from the space. He stated that, essentially, it will be more like a low-level white noise, with which the Library Board of Trustees, who brought up the same concern, was satisfied.

Mr. Schwabauer pointed out that Mr. Gualco approached him two years ago with an idea for additional capital work at the Library, part of which was funded through fundraising campaign efforts of the organization and Mr. Gualco, as well as holding various positions open, leaving those dollars in the Library to fully fund some of these projects.

In response to Council Member Nakanishi, Mr. Schwabauer stated that, over the last 2.5 years, a total salary savings of roughly \$360,000 helped toward the construction of these projects.

In response to Council Member Nakanishi, Mr. Gualco stated that the Library spends a significant amount of funding on adults, adding that \$400,000 was spent over the last few years to build four new adult literacy rooms and \$120,000, versus \$40,000 three years ago, was spent on books, the majority of which are for adults. With regard to noise, Mr. Gualco stated that libraries tend to have more noise these days because they contain fewer materials on-hand and more congregation areas. He felt that prohibiting conversation in the library would drive away patrons, but the noise does need to be controlled. Having the Teen Scene area separate with a back area and patio may help diminish noise.

In response to Council Member Johnson, Mr. Gualco stated that proposals are already underway to address the administration office that would recapture some of the back office space and reclaim it for public use.

Mayor Chandler thanked Mr. Gualco for his leadership and energy, stating that the Library is indeed another Lodi jewel.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:49 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Blakely Park Restroom Demolition

MEETING DATE: May 4, 2016

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Blakely Park restroom demolition.

BACKGROUND INFORMATION: The Blakely Park restroom was built in 1963 and remodeled in 1992. The restroom has been out of service to the public since 2004 due to repeated vandalism.

Work consists of providing all labor, materials and equipment to demolish and off-haul the existing 600-square-foot restroom structure. Demolition materials may include but are not limited to concrete foundation and footings, CMU block and brick masonry interior and exterior walls, timbers, roof decking, plywood, asphalt shingles, tile, stainless steel restroom fixtures, lighting fixtures, plumbing, miscellaneous metals and other items within the existing structure. The contractor will also be responsible for disconnecting the existing water, sewer and electrical services.

Specifications are on file at the Public Works office. The planned bid opening date is June 1, 2016. A mandatory job walk will be on Wednesday, May 18, 2016. Construction cost estimate is \$25,000.

FISCAL IMPACT: None at this time.

FUNDING AVAILABLE: Community Development Block Grant funds

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2016 GrapeLine Bus Stop Accessibility and Shelter Improvements

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2016 GrapeLine Bus Stop Accessibility and Shelter Improvements.

BACKGROUND INFORMATION: This project consists of removing accessibility barriers near nine GrapeLine bus stops, installing 16 curb ramps, and associated Americans with Disabilities Act (ADA) compliant paths of travel to the bus stop locations that lack accessibility. The project will also be installing advertisement compatible shelters at seven bus stop locations, five standard shelters, and 10 benches at existing bus stop locations. Each new shelter will include lighting, a bench, and a trash can.

The proposed locations of the improvements are listed below and shown on Exhibit A.

1. Northeast corner of Scarborough Drive and Wimbledon Drive (ramp)
2. Southwest corner of Scarborough Drive and Wimbledon Drive (ramp)
3. Northwest corner of Hutchins Street and Wimbledon Drive (ramp)
4. Northwest corner of Crescent Avenue and Vine Street (ramp)
5. Southwest corner of Crescent Avenue and Vine Street (ramp)
6. Southeast corner of Crescent Avenue and Vine Street (ramp)
7. Northwest corner of Vine Street and Rose Street (ramp)
8. Northeast corner of Vine Street and Rose Street (ramp)
9. Northwest corner of Central Avenue and Cherry Street (ramp)
10. Southwest corner of Central Avenue and Cherry Street (ramp)
11. Southeast corner of Central Avenue and Cherry Street (ramp)
12. Northwest corner of Central Avenue and Watson Street (ramp)
13. Northwest corner of Central Avenue and Concord Street (ramp)
14. Northeast corner of Central Avenue and Concord Street (ramp)
15. Northwest corner of Cherokee Lane and Pine Street (ramp)
16. Southwest corner of Cherokee Lane and Pine Street (ramp)
17. 2401 West Turner Road (advertisement shelter)
18. Southwest corner of Lower Sacramento Road and Lodi Avenue (advertisement shelter)
19. 2418 West Kettleman Lane (advertisement shelter)
20. 430 East Kettleman Lane (advertisement shelter)
21. 1100 South Cherokee Lane (advertisement shelter)
22. Southwest corner of Lockeford Street and Ham Lane (advertisement shelter)
23. Southeast corner of Kettleman Lane and Ham Lane (advertisement shelter)
24. Northwest corner of Century Boulevard and Ham Lane (shelter)

APPROVED: _____
 Stephen Schwabauer, City Manager

25. Southeast corner of Century Boulevard and Ham Lane (shelter)
26. Northeast corner of Hutchins Street and Century Boulevard (shelter)
27. 321 West Turner Road (shelter)
28. Southwest corner of Lower Sacramento Road and Tejon Street (shelter)
29. 10 benches at various, existing locations

These locations were selected based on bus stop boarding/alighting surveys and the Short Range Transit Plan recommendations accepted by Council in September 2013. The City's curb ramp database was used to select the appropriate accessibility improvements near the bus stops.

The specifications are on file in the Public Works Department. The planned bid opening date is May 25, 2016.

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements. The annual revenue generated from the seven advertisement shelters is estimated to be \$8,000.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
CES/SN/tdb
Attachment

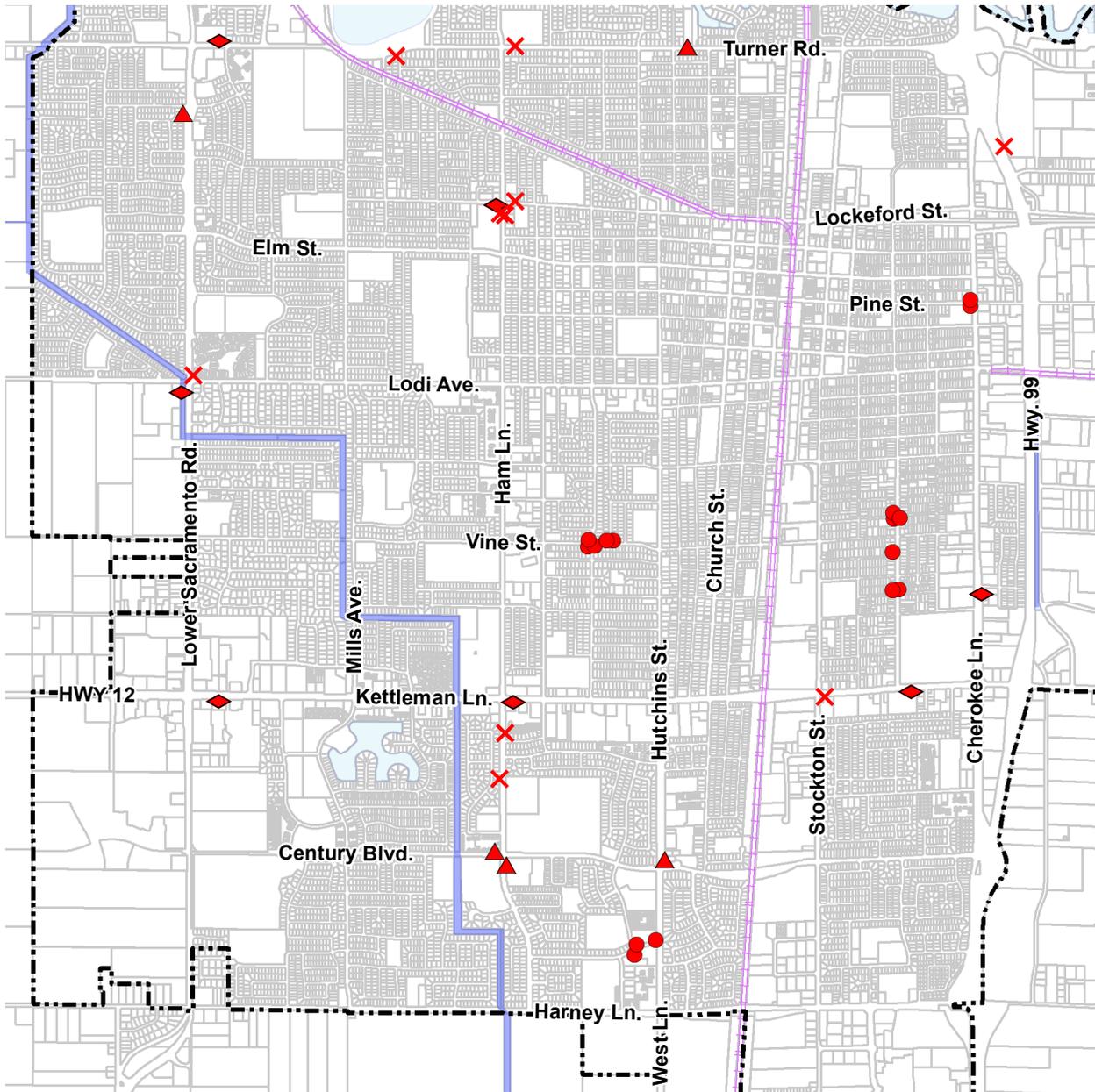
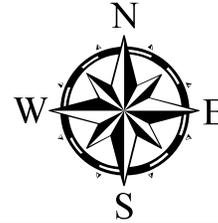
cc: Transportation Manager

Exhibit A

2016 Grapeline Bus Stop Accessibility and Shelter Improvements

Legend

- Ramp
- ◆ Advertisement Shelter
- ▲ Shelter
- × Bench





**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2016 Storm Drainage Improvements

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2016 Storm Drainage Improvements.

BACKGROUND INFORMATION: This project consists of various improvements to the City's storm drainage system. The improvements include replacing approximately 1,630 feet of 8-inch storm drain pipe with new 12-inch pipe in School Street (Lockeford Street to Forrest Avenue), extending 220 feet of storm drain pipe into the alley off School Street (south of Olive Court), and extending 320 feet of storm drain pipe in Lee Street (north of Oak Street).

The pipe replacement is necessary to address severely damaged pipe and to improve system performance. The pipe extensions are necessary to drain low spots in the public right-of-way that exceed four inches in depth. The proposed locations of the improvements are shown in Exhibit A.

The specifications are on file in the Public Works Department. The planned bid opening date is May 25, 2016. Project award is anticipated on June 15, 2016.

FISCAL IMPACT: The project will reduce maintenance and pavement deterioration.

FUNDING AVAILABLE: Funding will be identified at project award. This project is included in the Fiscal Year 2016/17 budget.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
CES/SN/tdb
Attachment

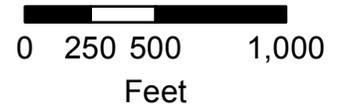
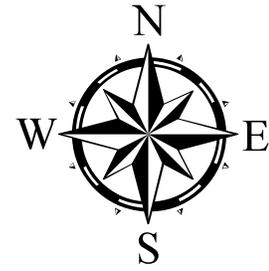
cc: Utility Manager

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A 2016 Storm Drainage Improvements

Legend

 Project Locations





**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2016-2017 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2016-2017 Landscape Maintenance of miscellaneous areas and Lodi Consolidated Landscape Assessment District No. 2003-1.

BACKGROUND INFORMATION: This project provides for the continued maintenance of landscaped areas in the public right-of-way, public buildings, parking lots, White Slough Water Pollution Control Facility, and various assessment zones. There are approximately 255 sites totaling approximately 50 acres in area.

The contract consists of five separate groups: Group A – Maintenance of Turf and Miscellaneous Landscape Areas, Group B – Maintenance of Miscellaneous (non-turf) Landscape Areas, Group C – Maintenance of Areas Limited to Sidewalk and Tree Wells, Group D – Maintenance of Areas Limited to Sidewalk (weed control and debris cleanup), and Group E – Maintenance of Assessment District Areas. The groups will be awarded together as one contract.

The level of maintenance will continue at the current frequency of once a month for Groups B through D. Group A will continue to be at least biweekly (weekly, April through September). The frequency of Group E will be weekly, which is consistent with the current Assessment District contract.

The specifications are on file in the Public Works Department. The planned bid opening date is May 25, 2016. The contract estimate is \$197,000. Project award is anticipated on June 15, 2016.

FISCAL IMPACT: Staff anticipates a slight increase in bid prices associated with State minimum wage increases.

FUNDING AVAILABLE: Funding is separated into multiple sources (by area) that will be identified at project award. This project is included in the Fiscal Year 2016/17 budget.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
CES/SN/tdb

cc: Utility Manager

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Purchase of Data Center Equipment; Authorizing City Manager to Execute Professional Services Agreement with DSA Technologies, of Elk Grove (\$707,984); and Appropriating Funds (\$642,495)

MEETING DATE: May 4, 2016

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: Adopt resolution approving purchase of data center equipment; authorizing City Manager to execute Professional Services Agreement with DSA Technologies, of Elk Grove, in the amount of \$707,984; and appropriating funds in the amount of \$642,495.

BACKGROUND INFORMATION: The City of Lodi is granted a great opportunity to improve data services sparked by the remodel of the old public safety building. Renovations of the City Hall annex building include space for a new data center (DC) for core services. The prospect of the new DC will include improved efficiencies in power management, potential for expansion and disaster recovery. As part of this project there are two opportunities that staff is recommending: (1) Updating the Storage Area Network (SAN) and blade server environment; both of these environments are nearing end of life cycle by the manufacturer, and (2) updating the network core, wired and wireless networks. Designing the DC around these two key environments would give the City an advantage to scale to size for future emerging technologies. In addition, a review of the existing system revealed a significant risk that it may not survive the move.

At the end of this project the City will finally have in place the technology and the facilities to properly manage the City's data and network infrastructure. Centralizing the management of data centers is to improve efficiency and security. The IT plan is to move the existing data center and merge it with the secondary data center, thereby ensuring a single modern, secure and reliable center.

This project is going to improve the level of reliability of the core systems managing the City's infrastructure. All systems will be installed new, not refurbished, giving the City the benefit of a fully warranted and supported infrastructure from the manufacturer. All components will be engineered to meet industry specifications, ensuring the City's current demand and future growth. The new infrastructure will offer an improved level of network stability, data integrity and overall system security. The new SAN will be state-of-the-art storage, leveraging solid state drive technology and a newer operating system. The network core will increase network speed both internally for the data center as well as increasing bandwidth on the City's fiber-optic ring. Overall network bandwidth will increase from 1 gigabyte to 10 gigabytes, allowing for improved speeds and opening possibilities for expanding the applicable use of the fiber network.

A request for quotes was released on January 19, 2016. Fifteen vendors requested to be included on the RFQ distribution. A total of five vendors submitted a proposal for consideration. From the five submissions, two met the requirements of the RFQ.

APPROVED: _____
Stephen Schwabauer, City Manager

All the proposals were reviewed by IT staff and ranked on several criteria including but not limited to: completeness of proposal, satisfaction of requirements, Project Management, implementation support and competitiveness of price.

5 Responding Vendors	Aggregated Score/Rank	Total System Price
DSA Technologies	49.5	\$707,984
ePlus Technology	40.5	\$725,465
Advantel (3)	36.5	\$596,235
CDWG	32.5	\$664,158
Team One (3)	26	\$714,822

FISCAL IMPACT: A critical failure of any one of the systems, network core, SAN, blade server environment would result in:

- o Delay of billing for service utilities up to \$400,000 a day
- o Loss productivity, salary and benefits, up to \$221,000 a day

FUNDING AVAILABLE: This project is in alignment with the remodel of the City Annex. Funding for this entire project is to be shared across multiple funding sources on the same basis as the Annex remodel.

Source	Org/Object	Funding
General Fund		\$65,489
Electric Utility Department		\$214,165
Water		\$214,165
Waste Water		\$214,165
Total		\$707,984

Benjamin Buecher
Information Technology Manager

Jordan Ayers
Deputy City Manager

JA/ja

Attachments

cc:

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on May 4, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DSA TECHNOLOGIES (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 DATA CENTER EQUIPMENT REFRESH, INSTALLATION AND DATA MIGRATION (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on MAY 4, 2016 and terminates upon the completion of the Scope of Services or on MAY 5, 2017, whichever occurs first.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: DSA TECHNOLOGIES
 MARITIME OFFICE PLAZA
 2372 MARITIME DRIVE
 ELK GROVE, CA 95758

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

DSA Technologies

By: _____
Name: MICHAEL PEARSON
Title: President

By: _____

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

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

Doc ID:

CA:Rev.01.2015

CITY OF LODI DATA CENTER RFQ STATEMENT OF WORK



2/25/2016

Developed for the City of Lodi

Proposal Team

Name	Role	Phone	E-mail
Braun Martin	Director of Business Development	530.320.5524	bmartin@dsatechnologies.com

Revision History

Revision	Revision Date	Name	Notes
1.0	2/25/2016	Braun Martin	Initial estimates based on data from RFQ

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INTRODUCTION

The purpose of this engagement proposal is to define the DSA Technologies (DSA) Professional Services to be performed for City of Lodi (Lodi). Specifically, this engagement proposal includes DSA’s proposed scope summary, objectives, and key assumptions. DSA developed this engagement proposal based on our understanding of Lodi’s business and technical requirements from the public RFQ and subsequent Q&A documentation.

EXECUTIVE SUMMARY

Lodi is currently seeking assistance to replace the existing data center infrastructure with a modern, robust, and easily managed hardware/software solution. This includes core Networking, Hosts, and SAN equipment.

In addition to standing up a new redundant infrastructure to meet the City’s needs, Lodi is also seeking assistance in migrating the data from the existing environment to the new SAN in as seamlessly as possible with minimal downtime. DSA has performed this type of work for over 20 years and looks forward to working with Lodi on a successful project.

OBJECTIVE

To implement a fully redundant datacenter infrastructure in parallel with the existing production environment while providing “hands on” knowledge transfer and support of the new environment.

STATEMENT OF WORK SUMMARY

As a local provider with deep knowledge in complex infrastructure projects, DSA Technologies has developed our internal methodologies to guarantee success for these types of engagements. We are flexible enough to adapt to items that are discovered during the Planning phase which is why these phases have ranges in the time estimates.

DSA will provide a senior engineering team to perform the following:

Planning Tasks – estimated 2-3 days

In our 20+ years of experience in performing infrastructure projects we have learned that more work completed “up front” will yield far better results for the Client. Towards this aim, DSA anticipates that the following planning sessions will be highly useful for the project.

- Introductory meetings with the City of Lodi staff.

- Getting to know the project team and their work schedules for vacations and such will be an important first step for building out an initial timeline
- Working with Lodi Management on the available skill sets. Making sure that the right City personnel are receiving appropriate the knowledge transfer will be key to ensuring Lodi will be happy with the system once everything is cut over to the new environment.
- Whiteboard sessions. While the initial RFQ documentation is sufficient for us to put together a high level implementation plan, additional details should be worked out together during technical and business discussion. We anticipate that these whiteboard sessions will help uncover items that may or may not have been uncovered during the RFQ process.
- Automatic discovery of the existing Production environment.
 - Dell has a very minimal impact tool called DPACK that we would like to deploy to the existing environment which will capture very valuable performance and usage characteristics. DSA and Dell will utilize these metrics to build an optimal logical architecture for the City of Lodi.
 - We will need to perform a detailed analysis of the current Network to server topology. It is frequently the case that items such as IP, MAC and even Host names are hard coded somewhere along the way for how clients access individual application systems. Gaining an understanding of these dependencies will allow us to take the necessary steps to identify risks of migrating applications to the new data center and build work arounds where they are available.
- Building of the final work plan.
 - Using the data gathered during this initial Planning phase will allow the team to refine the steps below to help guarantee a successful project.
- Fall Back Planning
 - Once the final work plan is in place and the initial risks are understood a Fall Back plan will be completed. At this time, given that the implementation of the new infrastructure will be parallel to the existing Production environment as a “green field” solution there is very little risk to the project. The only risks that are currently identified are for the Migration phase which is detailed below.

Physical infrastructure – estimated 4-6 days

- Rack and initialize 2 new Compellent iSCSI Channel SANs
 - One Compellent unit will be installed in one set of the new datacenter racks
 - One Compellent unit will be installed in a separate, new datacenter rack
 - Redundant paths for replication and logical volume sharing will be installed
- Rack and initialize 2 new Dell M1000E Blade Centers
 - One Dell M1000E Chassis with six M630 blades and associated Force10 MXL Blade Switches will be installed in one of the new datacenter racks
 - A second Dell M1000E Chassis with six M630 blades and associated Force10 MXL Blade Switches will be installed in a separate, new datacenter rack
- Rack and initialize a pair of Dell Force10 S6000 40GB Switches for Spine functionality
- Rack and Initialize twelve Dell Force10 S4048 10GB switches with 40GB uplinks for Leaf functionality

- Rack and initialize 2 Dell Force10 S4820T 10GB switches with 40GB uplinks for iSCSI functionality.
 - Each redundant controller per Compellent 4020 will be connected to the 4820T's for full redundancy at the iSCSI switch and SAN level.

Dell M1000E Hyper-V Host Network Integration – estimated 4 days

Based on the initial data provided in the RFQ, as well as the previous relationship that Dell enjoys with the City of Lodi, we are proposing the following hardware for the Hyper-V hosts. This will give Lodi the redundancy, performance, and scalability it requires for current and future business needs.

There will be 2 Dell M1000E blade chassis, each with 6 MR630 blades. The blades will come with 256GB of RAM, redundant bootable disks for OS load, redundant 10GB switches with 40GB uplinks to the Spine, iDRAC cards for lights out management, and more to cover all the requirements of the RFQ. The details of the systems are included in the Excel quote per the requirement of the RFQ.

The following steps will be needed to integrate these into the new data center:

- Design a new LAN network topology to meet the needs of the new virtual infrastructure while maintaining access to the legacy Production environment.
 - The diagram for this configuration is included in Appendix B
- Configure both Dell M1000E with six M630 blades for current Best Practices for Microsoft Hyper-V cluster access for security and performance considerations. This includes all necessary vLAN tagging, QoS rules, and encryption requirements.
- Build and deploy the appropriate logical configuration for the Force10 MXL switches for LAN and iSCSI traffic.
- Test throughput from the new datacenter to the other City of Lodi buildings to ensure adequate bandwidth is available for business use.

SAN Network Integration – estimated 2 days

Based on the initial data provided in the RFQ, as well as the previous relationship that Dell enjoys with the City of Lodi, we are proposing the following hardware for the iSCSI SAN network. This will give Lodi the redundancy, performance, and scalability it requires for current and future business needs.

We are proposing 2 Dell Force10 S4820T 10GB switches with 40GB uplinks for iSCSI functionality. Each switch is fully non-blocking with 10GB per port for all 48 ports. These are 10Gbase-T switches which will interface redundantly with both of the Compellent 4020 SANs proposed for the project.

The following steps will be needed to integrate these into the new data center:

- Design a new SAN network topology to meet the needs of the new virtual infrastructure while maintaining access to the legacy Production environment.
- Configure both Compellent SANs for current Best Practices for Microsoft Hyper-V cluster access for security and performance considerations. This includes all necessary vLAN tagging, QoS rules, and encryption requirements. The current Best Practices guide for Compellent and Hyper-V can be found

here:

<http://i.dell.com/sites/clocontent/business/solutions/whitepapers/en/Documents/compellent-storage-center-microsoft-server-2012-hyper-v.pdf#page=1&zoom=auto,-150,386>

- Test throughput from the new datacenter to the other City of Lodi buildings to ensure adequate bandwidth is available for business use.

Management Software Implementation – Estimated 4 days

Based on the initial data provided in the RFQ, as well as the previous relationship that Dell enjoys with the City of Lodi, we are proposing the following software solution for the use and management of the iSCSI SAN. This will give Lodi the redundancy, performance, and scalability it requires for current and future business needs.

The

- Install and configure Compellent management tools for both redundant units.
- Install and configure the FS8600 software integration tools.
- Install and configure the Hyper-V integration tools for Compellent
- Implement Replays (snapshots)
- Implement Replication
- Implement Thin Provisioning
- Implement LiveVol (dynamic volume management)

These tools provide the following functionality required by the RFQ:

1. Thin provision
2. Data Cloning
3. Automatic Data Tiering
4. Data Replay (Snapshots) including Hyper-V aware Replays
5. Local and remote data Replication
6. Data Deduplication
7. FIPS 140-2 Encryption at rest
8. Single pane of glass management of the environment
9. Enterprise licenses are included as an option. This means no additional software would be required as you scale up and past 48 drives.

Spine and Leaf network Integration – Estimated 7 - 10 days

The City of Lodi is seeking a Spine and Leaf topology for the new datacenter. While we have the physical topology detailed in Appendix B for the new hardware it is the logical topology that will need further details for guaranteeing client satisfaction with our design.

The details of the new network design will include discovery of items from the Planning phase. This will include LAN, WAN, and vLAN addressing, QoS requirements, and traffic integration to the existing

network for Migration purposes. And while the internal IP scheme work should be relatively straight forward it is the routing from the legacy system that we expect to require significant effort.

Since the City currently utilized RIP for the routing protocol we anticipate that a new dynamic routing scheme will be more efficient for future use and management of the environment. Performing the necessary analysis and build operations to move from the RIP solution to a new routing scheme, while not impacting the existing Production environment, will not be a trivial task. DSA has senior networking engineers with years of experience in assisting clients in performing such a migration. As such we know that we do not currently have enough details to build such a plan at this time but are confident that we will be able to develop a plan for Lodi which minimizes the risk of such a migration.

The topology will take into account the following items:

- IP scheme for iSCSI, LAN, and WAN devices
- Routing Protocols used for the existing Production environment as well as the planned use of the new datacenter
- FireWall rules for internal and external traffic flows.
- Load Balancing options for internal and external traffic
- Security schemes for items related to Police and Fire Department traffic.
- QoS rules for SIP and VoiP considerations (if required)
- Video feed handling for the network
- Third party provider(s) access to and from the system such as the State of California

Server Migration Services – estimated at 4-14 days

DSA has yet to determine the amount of effort that will be needed to perform the data migration so a broad range of time estimate is included in this proposal. As a general rule of thumb once the new hosts are available and successfully networked to the existing Production environment we can migrate 100GB of data from a Production host per hour per interface.

DSA take the lead to deploy City of Lodi to the new Compellent SAN environment. This means that DSA will also work with City of Lodi to migrate any existing physical server to virtual machines as well as migrate the data from the existing HP SAN to the new Compellent environment. DSA anticipates that this migration effort will include at least three different mechanisms.

The first will be to utilize the Microsoft Virtual Machine Converter tool and is typically known as a P2V process. The MVMC tool creates a byte level copy of the existing physical machines and makes creates a virtual machine from it. This mechanism is typically the fastest and easiest way to migrate a physical server to a new environment.

The second mechanism DSA will utilize to virtualize the environment is to use the “blank” Windows Server templates to deploy new virtual machines. These virtual machines will then be used as recipients of the data from the existing physical servers.

The third mechanism DSA will utilize the native Microsoft Hyper-V tools to migrate data from the HP SAN to the new Compellent. A V2V may be used or a clone of an existing VM depending on the details of the existing Production. DSA will need to investigate the internal operation of the Lodi environment to make a further determination on which mechanism will be best.

It is also possible that some systems will need to be backed up then recovered to the new environment. Due to the time needed to perform this task we expect that this will only be used in the event that we can't move data one of the other mechanism.

DSA anticipates that IT personnel from City of Lodi will be integrally involved with the migration of these systems through both mechanisms. DSA will also work with City of Lodi to develop the conversion calendar since the migration of many systems will require a maintenance window to account for server downtime.

It is the intent of the migration plan to keep the downtime to a minimum while maintaining full compatibility of the existing VMware/HP server host environment.

Regardless of which mechanism(s) will be used a full Fall Back plan will be in place. Since we don't anticipate "moving" any of the data from the existing Production environment to the new datacenter we will always be able to fall back to the existing Production environment. It is the specific mechanism(s) and timelines we use to determine when to fall back that will require input from the City.

Training – 3 - 5 days

City of Lodi would like to ensure that proper knowledge transfer during and after the project is complete. This time will help assist IT personnel to learn and manage the new environment in the most efficient manner possible. Senior DSA engineers will work with City of Lodi IT personnel to train them on the overall new architecture as well as the hands on use of the new hardware.

Post Implementation Support – 15 days

In addition to the award winning Dell support that will come with all the new hardware, DSA will provide 15 days of follow on support of the new data center to assist with general questions, "how to" issues, and other items that tend to come up over time with new infrastructure. Additional time is available if specific additional project tasks are identified or assistance requested.

Project Closeout

A Project Completion Form (PCF) will be signed for services performed, ensuring client satisfaction with the project.

TECHNOLOGY SELECTION

The RFQ had several requirements that the vendors had to meet in order to be considered for selection. Below is a brief explanation for why DSA made the choices for the hardware/software for the City of Lodi.

SAN

The pair of Compellent 4020 iSCSI Channel SAN units with approximately 40TB of usable space. These units will also be furnished with the FS8600 NAS gateway to provide native CIFS and NFS access to the system.

Both units come with redundant 10GB NFS access and 10GB iSCSI ports.

The production unit combines SSD and spinning disk to maintain well over 30,000 sustained IOPS while also providing the capacity required by the City.

Compellent has a very unique business model in the industry. Unlike the competition, Compellent licenses all features to the customer themselves rather than tie the software to the hardware components.

This means that once a customer has purchased the license for thin provisioning they own the license regardless of which hard drive it is running on. As technology continues to improve the client can simply purchase a new hard drive and apply the license to the new drive. There is no need to relicense the software again.

The same principal applies to the controllers themselves. Once the management suite for a pair of controllers is purchased it can be transferred to new controllers when they are purchased. Unlike legacy SAN providers like NetApp and others, there is no need to throw away the software licensing when upgrading hardware. And, Compellent allows a client to simply upgrade the controllers and keep the existing disks from the original frame. This allows for in place upgrades of the SAN without having to "fork lift" the solution.

All of this means that the total TCO for Compellent over time is significantly lower than legacy solutions.

When we review the specific technical requirements of the RFQ we don't believe that the City will require licenses beyond the 48 that come with the base unit. However, since the RFQ also has a requirement for no additional licensing at all we have provided an option for that as well. We would not recommend this since 48 drives which can be upgraded in size without relicensing the software should more than meet the needs of the City but we want to 100% comply with the RFQ.

The history of the Compellent solution started in 2002. At this time there is significant R&D being placed into the Compellent technology by Dell. The Equallogic line, the #1 iSCSI storage solution in the world, is being phased out in favor of Compellent. At this time there is no known or planned limitations for production of Compellent.

Networking

Per the requirements of the RFQ, a 10GB/40GB Spine and leaf topology is recommended. As a technical leader in the networking space, Dell's Force10 networking stack was selected to meet all of the needs of the City of Lodi.

The S4048 has 6 40GB ports and a total throughput of 1.44 Tbps with sub 600ns of latency. All modern standard protocols are supported on this switch including full Layer 3 routing. This makes it very power

and easy to deploy complex networking rules for security and QoS functionality that Cities often need to meet their business goals.

The S6000 has 2.56Tbps of fabric capacity at the same 600ns of latency.

Both units are fully managed for simplified, central control of the environment.

The history of Force10 begins in 2011 when Dell acquired Force10 with an emphasis on datacenter switching. The 4820T, 4048, and 6000 S series switches are all the most recent switches in the Dell Force10 offering and there is no known limits on their future production or support.

Blade Chassis

We have selected the Dell M1000E blade chassis with the associated M630 blades for this deployment. Since the City of Lodi already has significant experience with this hardware we anticipate that this technology is well understood for its value, scale and award winning performance.

Dell continues to make significant investments into the M1000E technology. As new backplanes, interconnects, and advanced technologies are created the M1000E is adopting these solutions through normal upgrades to the system. At this time there is no known limits on their production or support.

DSA TECHNOLOGIES BACKGROUND AND CLIENT LIST

DSA Technologies is a fully integrated Infrastructure services company. With over 22 years of experience in providing Sales, Professional Services, and Managed Services to the Northern California market DSA is an ideal vendor to support infrastructure upgrade services to the Modesto Irrigation District.

Our business focus has always been on supplying superior engineering talent for clients in the most technologically agnostic fashion possible. As such we have a broad range of supported products and services. These include but are not limited to:

- Dell
- VMware
- NetApp
- Palo Alto Networks
- Nimble Storage
- Pernix Data
- Nutanix
- SilverPeak Networks
- Microsoft
- Zerto
- Cisco
- Juniper Networks
- Citrix
- Aruba Networks
- Veeam

DSA maintains over 30 engineers on staff to help our clients build the best possible solution for their unique business needs. From implementation service to full monitoring and management of the solution once it is deployed, DSA is a full service company for backend infrastructure technology. DSA also enjoys the highest level partnership status with Dell as a Dell Premier partner. DSA is part of the Dell GEO Partner Program which allows DSA and Dell to engage with clients seamlessly on either DSA or Dell direct proposals.

DSA and Dell have performed data center updates and refreshes for following government clients in the recent past. This is just a partial list:

- Stanislaus County
- City of Rocklin
- City of Elk Grove
- Yuba County
- Napa County
- City of Woodland

SCOPE LIMITATIONS

DSA's scope is defined by the following:

Shared Responsibility

Customer will share responsibility for success of this implementation. The full cooperation of Customer management, staff and any necessary internal parties will be required to achieve the desired results. This includes making sufficient time for review of written materials, meetings, etc.

Reliance on Representations

DSA will rely on the representations of Customer's management and staff.

Reliance on Data

In order to keep the costs of the project to a minimum, Customer staff may be utilized to perform the basic data gathering tasks. It is assumed that any data gathered by Customer personnel will be accurate. This data will be analyzed to determine the existing hardware/software architecture.

ITEMS NOT INCLUDED WITH THIS SERVICE

The following items are not included in the standard implementation services, but may be contracted separately as needed.

- Installation of any product into an unsupported rack.
- Configuration of any application other than that specified in this Service Description.
- Any activities other than those specifically noted in this Service Description.

NOTES / Assumptions

DSA's services offering above takes into consideration the following assumptions:

- Discovery of the environment by our automated tools will be allowed and will not have a negative impact on the City of Lodi's existing environment.
- DSA will have full access to all existing network devices
- The existing racks support the new gear and there is available space in the racks for all the new hardware
- Sufficient power and outlets are available at the beginning of the project

CHANGE MANAGEMENT PROCESS

DSA emphasizes executing a defined planning and design phase to avoid any change orders during project execution. However, there are times when a change order is unavoidable and will be requested by City of Lodi or DSA. If / when this happens a DSA Project Change Request (PCR) will be executed, and will be considered an addendum to this proposal, and will be performed accordingly. See Addendum "B."

Exhibit B

Fees and Expenses

Professional Services		
	Implementation, migration, training and support services are estimated to total 43 to 60 days, with 15 of these days being dedicated for post implementation support. This is not a fixed bid project and only time utilized will be billed at 175/hr for normal business hours.	\$84,000
	Travel and expenses	\$4000
	Bill Rate will be \$175 per hour not to exceed	\$88,000

Bill of Material

DSA Technologies	Item cost	Tax	Shipping	Total
<i>5 year Support and Unlimited Dell Lic.</i>				
Storage Area Network (SAN)	\$408,473.88	\$23,004.56	\$1232	\$377,936.06
Blade Server environment				Included in SAN
Network Core	\$175,682.87	\$11,250.36	\$339	\$187,272.23
Microsoft Data Center Lic.				\$54,774.38
			System Total	\$619,682.67



EXHIBIT C

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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$2,000,000 Combined Single Limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

3. **ERRORS AND OMISSIONS / TECHNOLOGY**
\$2,000,000 Per Claim
\$4,000,000 Annual Aggregate
Covering all acts, errors, omissions, negligence, network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, and payable whether incurred by City of Lodi or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for, or on behalf of, City of Lodi.
Such insurance shall be maintained in force at all times during the term of the agreement and provide an Extended Reporting Period (ERP) for a period of one year thereafter, for services completed during the term of the agreement.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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

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

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) 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. An additional named insured endorsement is also required for Auto Liability.

- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

Insurance Requirements for Contractor (continued)

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) Waiver of Subrogation
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (d) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (e) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (f) 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.
- (g) 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 West Pine St., Lodi, CA 95240.
- (h) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (i) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (j) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, 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 Agreement 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 without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	5/4/16
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	ORG UNIT #	OBJECT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	402	40200000	50001	Operating Transfer In	\$ 642,495.00
B. USE OF FINANCING	402	40299000	77020	Capital Projects	\$ 642,495.00

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.

To appropriate funding from Electric, Water and Wastewater utilities for equipment for the Data Center Refresh project.

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

Meeting Date: 5/4/16 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

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

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE PURCHASE OF DATA CENTER EQUIPMENT FROM DSA TECHNOLOGIES, OF ELK GROVE; AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT; AND FURTHER APPROPRIATING FUNDS

WHEREAS, the City of Lodi relies on the properly-functioning data center, network core, storage area network, and blade environment to conduct daily operations for public safety, utility billing and collections, utility monitoring, personnel tracking, payroll, procurement, email, and voice communications; and

WHEREAS, the data center is complex, requiring annual operational costs and parts, equipment replacement, and continuous staff hours to maintain; and

WHEREAS, Request for Quotes (RFQ) were released on January 19, 2016, to fifteen vendors, of which five vendors submitted proposals for consideration, and two met the requirements of the RFQ; and

WHEREAS, all proposals received were reviewed by Information Technology staff and ranked on several criteria, including but not limited to: completeness of proposal, satisfaction of requirements, Project Management, implementation support, and competitiveness of price.

Responding Vendors	Aggregated Score/Rank	Total System Price
DSA Technologies	49.5	\$707,984
ePlus Technology	40.5	\$725,465
Advantel (3)	36.5	\$596,235
CDWG	32.5	\$664,158
Team One (3)	26	\$714,822

WHEREAS, staff recommends that the City Council approve the purchase of network core switches, storage area network, and blade server environment for the data center from DSA Technologies, of Elk Grove, in the amount of \$707,984.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of network core, storage area network, and blade environment for the City's data center from DSA Technologies, of Elk Grove, California, in an amount not to exceed \$707,984; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Professional Services Agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that appropriations are hereby approved as shown on the attached Appropriations Adjustment Request.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	5/4/16
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	ORG UNIT #	OBJECT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	402	40200000	50001	Operating Transfer In	\$ 642,495.00
B. USE OF FINANCING	402	40299000	77020	Capital Projects	\$ 642,495.00

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.

To appropriate funding from Electric, Water and Wastewater utilities for equipment for the Data Center Refresh project.

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

Meeting Date: 5/4/16 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

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



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Well 23 Granular Activated Carbon Replacement Project to Calgon Carbon Corporation, of Pittsburgh, Pennsylvania (\$87,660)

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Well 23 Granular Activated Carbon Replacement Project to Calgon Carbon Corporation, of Pittsburgh, Pennsylvania, in the amount of \$87,660.

BACKGROUND INFORMATION: Granular activated carbon (GAC) is utilized at certain well sites to adsorb dibromochloropropane (DBCP) contaminants in the drinking water. Over time, the carbon loses its adsorptive capacity and must be replaced. While replacement intervals vary depending upon the concentration of DBCP and well run times, staff anticipates one of the seven GAC facilities serving the water system to need carbon replacement each year. Well No. 23 is currently providing safe drinking water that meets all State and Federal drinking water requirements. However, recent test results indicate the GAC in the treatment system has lost its adsorptive capacity and is in need of replacement.

Well No. 23 is located at 55 East Harney Lane. The GAC treatment system at this location has been in service since 1998. The well site contains two vessels with 30,000 pounds of GAC each. The total amount of GAC to be replaced is 60,000 pounds.

Specifications for this project were approved on March 2, 2016. The City received the following two bids for this project on March 30, 2016.

Bidder	Location	Bid
Engineer's Estimate		\$132,000.00
Calgon Carbon Corporation	Pittsburgh, PA	\$ 87,660.00
Carbon Activated Corp.	Campton	\$160,440.00

Staff recommends awarding the contract to Calgon Carbon Corporation of Pittsburgh, Pennsylvania, in the amount of \$87,660.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Funding for this project was included in the 2015/16 Water Capital budget.

FUNDING AVAILABLE: Water Capital Projects (56199000.77020)

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, Interim City Engineer/Deputy Public Works Director
CES/LC/tdb
Attachment
cc: Utilities Manager
Calgon Carbon Corporation

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

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

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

Perform the work necessary to remove and properly dispose the spent granular activated carbon (GAC) from the well site and inspect the vessels. After repairs are made by others (if needed), the contractor/supplier will furnish and install domestic virgin GAC into the vessels and provide other incidental and related work, all as described in the specifications for the above project.

CONTRACT ITEMS

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Removal of Spent Carbon	1	LS	\$ 11,100.00	\$ 11,100.00
2	GAC Vessel Inspection	1	LS	\$ 240.00	\$ 240.00
3	Supply of Virgin GAC	60,000	Pound	\$ 1.194	\$ 71,640.00
4	Installation of Virgin GAC	1	LS	\$ 4,680.00	\$ 4,680.00

TOTAL\$ 87,660.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 WORKING DAYS**. Working day count will stop once the inspection of all vessels has been completed and will start again once any repairs have been completed and/or the vessels have been deemed ready for the new carbon.

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Stephen Schwabauer
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney



RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE
CONTRACT FOR WELL NO. 23 GRANULAR ACTIVATED CARBON
REPLACEMENT PROJECT TO CALGON CARBON CORPORATION,
OF PITTSBURGH, PENNSYLVANIA

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 March 30, 2016, at 11:00 a.m., for the Well No. 23 Granular Activated Carbon (GAC) Replacement Project described in the specifications therefore approved by the City Council on March 2, 2016; and

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

Bidder	Bid
Calgon Carbon Corporation	\$ 87,660
Carbon Activated Corp.	\$160,440

WHEREAS, staff recommends awarding the contract for the Well No. 23 Granular Activated Carbon Replacement Project to Calgon Carbon Corporation, of Pittsburgh, Pennsylvania, in the amount of \$87,660.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Well No. 23 Granular Activated Carbon Replacement Project to Calgon Carbon Corporation, of Pittsburgh, Pennsylvania, in the amount of \$87,660; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for 2016 Extruded Traffic Stripes, Various City Streets, to Centerline Striping Company, Inc., of Elk Grove (\$52,625)
MEETING DATE: May 4, 2016
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2016 Extruded Traffic Stripes, Various City Streets, to Centerline Striping Company, Inc., of Elk Grove, in the amount of \$52,625.

BACKGROUND INFORMATION: This project consists of placing approximately 27.8 miles of extruded thermoplastic traffic stripes. Since 2009, the City has been using extruded thermoplastic traffic stripes rather than sprayed thermoplastic. The extruded thermoplastic material has proven to be the superior product.

The streets included in this project include portions of Beckman Road, Lockeford Street, Victor Road, Pine Street, Lodi Avenue, Central Avenue, Vine Street, Almond Drive, Fairmont Avenue, California Street, Holly Drive, Loma Drive, Mills Avenue, and Woodhaven Lane.

Plans and specifications for this project were approved on March 2, 2016. The City received the following five bids for this project on March 30, 2016.

Bidder	Location	Bid
Engineer's Estimate		\$ 78,606.30
Centerline Striping Co., Inc.	Elk Grove	\$ 52,625.30
Safety Striping Service, Inc.	Goshen	\$ 55,070.24
Central Striping Service, Inc.	Rancho Cordova	\$ 64,668.70
Sierra Traffic Markings, Inc.	Roseville	\$ 69,634.75
Sterndahl Enterprises, Inc.	Sun Valley	\$ 70,272.40

FISCAL IMPACT: This project will extend the useful life of the lane lines which will reduce overall maintenance costs.

FUNDING AVAILABLE: Budgeted Fiscal Year 2015/16 Measure K (30399000.77020) - \$80,000

 Jordan Ayers
 Deputy City Manager/Internal Services Director

 Charles E. Swimley, Jr.
 Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
 CES/SN/tdb
 Attachment
 cc: Utility Manager

APPROVED: _____
 Stephen Schwabauer, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and CENTERLINE STRIPING COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

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

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

Notice Inviting Bids	The 2006 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing

wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary for the installation of approximately 27.7 miles of extruded thermoplastic traffic stripes (traffic lines) on various City streets and other incidental and related work, all as shown on the specifications for the above project.

See Section 6-07 "Description of Bid Items" and Exhibits A and B for additional information.

CONTRACT ITEMS

Item	Description	Est Qty	Unit	Unit Price	Total Price
1	4" Broken White	22,309	LF	\$ 0.20	\$ 4,461.80
2	4" Broken Yellow	37,091	LF	\$ 0.20	\$ 7,418.20
3	6" Broken White	5,836	LF	\$ 0.30	\$ 1,750.80
4	Double Yellow	34,914	LF	\$ 0.50	\$ 17,457.00
5	4" Solid White	5,577	LF	\$ 0.25	\$ 1,394.25
6	6" Solid White	24,399	LF	\$ 0.35	\$ 8,539.65
7	8" Solid White	5,020	LF	\$ 0.50	\$ 2,510.00
8	Continuous Left	11,367	LF	\$ 0.80	\$ 9,093.60

TOTAL : \$ 52,625.30

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

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the

Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

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

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney



RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE
CONTRACT FOR 2016 EXTRUDED TRAFFIC STRIPES, VARIOUS CITY
STREETS, TO CENTERLINE STRIPING COMPANY, INC., OF ELK GROVE

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 March 30, 2016, at 11:00 a.m., for the 2016 Extruded Traffic Stripes, Various City Streets, described in the specifications therefore approved by the City Council on March 2, 2016; and

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

Bidder	Bid
Centerline Striping Co., Inc.	\$52,625.30
Safety Striping Service, Inc.	\$55,070.24
Central Striping Service, Inc.	\$64,668.70
Sierra Traffic Markings, Inc.	\$69,634.75
Sterndahl Enterprises, Inc.	\$70,272.40

WHEREAS, this project consists of placing approximately 27.8 miles of extruded thermoplastic traffic stripes; and

WHEREAS, the streets included in this project include portions of Beckman Road, Lockeford Street, Victor Road, Pine Street, Lodi Avenue, Central Avenue, Vine Street, Almond Drive, Fairmont Avenue, California Street, Holly Drive, Loma Drive, Mills Avenue, and Woodhaven Lane; and

WHEREAS, staff recommends awarding the contract for 2016 Extruded Traffic Stripes, Various City Streets, to Centerline Striping Company, Inc., of Elk Grove, in the amount of \$52,625.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2016 Extruded Traffic Stripes, Various City Streets, to Centerline Striping Company, Inc., of Elk Grove, California, in the amount of \$52,625; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Lodi Bus Wash Improvements Project to Diede Construction, Inc., of Woodbridge (\$425,569)

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Lodi Bus Wash Improvements Project to Diede Construction, Inc., of Woodbridge, in the amount of \$425,569.

BACKGROUND INFORMATION: This project consists of modifications to the existing Municipal Utility Services (MUS) wash bay by installing a fixed-gantry drive-through vehicle wash system. The project will provide a multi-use wash bay suitable for washing buses, heavy-duty maintenance vehicles, and light-duty vehicles. The proposed system includes a water recycling system to save water while reducing discharges to the City wastewater system.

The City currently shares a bus wash system located at the Lodi Unified School District (LUSD) Transportation Facility on Vine Street, east of Highway 99. It takes a driver and a LUSD-required "spotter" a total of 1.25 man hours to perform one bus wash, including the round-trip travel time using the LUSD-shared system.

The current transit operations contract requires that the transit buses in operation (20 buses) be washed one time per week. The Transit contractor has determined this effort impractical and has elected to outsource bus washing services for the remaining term of the contract at their own cost. This temporary benefit to the City will expire with the current contract.

The proposed bus wash system is located next to the City's compressed natural gas fueling station, allowing the drivers to wash buses more efficiently (wash time approximately two minutes per bus) directly after fueling. While the City will forfeit its original 2005 investment of \$144,753 in transit dollars, staff expects annual savings of nearly \$100,000 in fuel, wear and tear on City buses, and the substantial decrease in non-revenue operating hours resulting from the travel time to and from the LUSD-shared facility. This project is included in the updated Short Range Transit Plan accepted by Council in September 2013.

APPROVED: _____
Stephen Schwabauer, City Manager

Plans and specifications for this project were approved on October 21, 2015. The City received the following four bids for this project on April 13, 2016.

Bidder	Location	Bid
Engineer's Estimate		\$ 308,500.00
Diede Construction, Inc.	Woodbridge	\$ 425,569.00
American River Construction, Inc.	El Dorado	\$ 479,000.00
Swierstok Enterprise dba Pro Builders	Orangevale	\$ 530,000.00
Tricon Aquatics	Rancho Cordova	\$ 722,951.00

FISCAL IMPACT: The new bus wash, located at the MUS washbay, will be substantially more efficient, reducing annual operating costs by approximately \$100,000 upon project completion and expiration of the current Transit contract.

FUNDING AVAILABLE: This project will be funded by Transportation Development Act (TDA) funds (60199000) and was included in the Fiscal Year 2015/16 transit capital budget.

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
CES/PJF/tdb
Attachment

cc: Transportation Manager
Fleet Services Supervisor
Diede Construction, Inc.
KPFF, Dan Allwardt

CITY OF LODI, CALIFORNIA

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

W I T N E S S E T H:

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Proposal
- Contract and Contract Bonds
- General Conditions
- Technical Specifications
- Plans (Drawings)
- Addenda

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action

**LODI BUS WASH
IMPROVEMENTS**

**Section 4
Contract & Contract Bonds**

of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Item	Description	Unit	Total Price
1	Site Improvements	Lump Sum	\$135,145.00
2	Westmatic Bus Wash System and Installation	Lump Sum	\$261,052.00
2A*	NS Bus Wash System and Installation	Lump Sum	\$ _____
3**	Replacement of existing switchboard	Lump Sum	\$29,372.00
Total Contract Amount			\$425,569.00

BASE BID INCLUDES BID ITEMS 1 + 2 +3 OR 1 + 2A + 3

*See Section 100 01 00 for information on alternate bus wash system.

**Item 3 refer to Construction plans

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. 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 and to diligently prosecute to completion within **150 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of **\$750.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

**LODI BUS WASH
IMPROVEMENTS**

**Section 4
Contract & Contract Bonds**

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

CONTRACTOR:

CITY OF LODI

By: _____
Stephen Schwabauer, City Manager

By: _____

Date: _____

Title

Attest:

Jennifer M. Ferraiolo, CMC, City Clerk

(CORPORATE SEAL)

Approved as to form:

Janice D. Magdich, City Attorney



RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE
CONTRACT FOR THE LODI BUS WASH IMPROVEMENTS
PROJECT TO DIEDE CONSTRUCTION, INC., OF WOODBRIDGE

=====

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 13, 2016, at 11:00 a.m., for the Lodi Bus Wash Improvements Project described in the plans and specifications therefore approved by the City Council on October 21, 2015; and

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

Bidder	Bid
Diède Construction, Inc.	\$425,569
American River Construction, Inc.	\$479,000
Swierstok Enterprise dba Pro Builders	\$530,000
Tricon Aquatics	\$722,951

WHEREAS, staff recommends awarding the contract for the Lodi Bus Wash Improvement Project to Diède Construction, Inc., of Woodbridge, in the amount of \$425,569.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Bus Wash Improvement Project to Diède Construction, Inc., of Woodbridge, California, in the amount of \$425,569; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: May 4, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Water Meter Program Phase 5, and Adopt Resolution Appropriating Funds (\$213,548)

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Water Meter Program Phase 5, and adopt resolution appropriating funds, in the amount of \$213,548.

BACKGROUND INFORMATION: The Water Meter Program Phase 5 contract, awarded to Knife River Construction, of Stockton, in the amount of \$2,778,225, on March 4, 2015, has been completed in substantial conformance with the plans and specifications approved by City Council.

At the October 20, 2010 City Council meeting, a seven-year construction phasing was approved and the property owner meter payment was capped at \$300 per parcel. The project area for Phase 5 is presented in Exhibit A and included the installation of 1,595 meters and the replacement of 17,000 feet (3.2 miles) of water main.

The original contract completion was 210 days. Another 120 days (330 days total) were added due to Change Order No. 3 that included alley and additional meter installation work. The final contract price was \$3,844,188.59. The difference between the contract amount and the final contract price is due to change orders totaling \$1,066,858.59, or 38 percent of the original contract amount.

Change Order No. 1 included various time and material changes as directed by City staff due to unknown conditions or City requested changes in the field as described in Exhibit B (\$244,505.16).

Change Order No. 2 included various time and material changes as directed by City staff due to unknown conditions or City requested changes in the field as described in Exhibit C (\$371,424.38).

Change Order No. 3 included work performed on a time and materials basis as directed by City staff due to unknown conditions or City requested changes in the field as described in Exhibit D. Seven hundred meter installations were added and two alleys were reconstructed due to existing sewer conditions that required immediate attention. Sewer work is paid for from wastewater funds (\$450,034.05).

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

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Water main leak and service repairs will be reduced. No additional costs will be incurred for reading of the meters as they are automatically read concurrent with the reading of the electric meters.

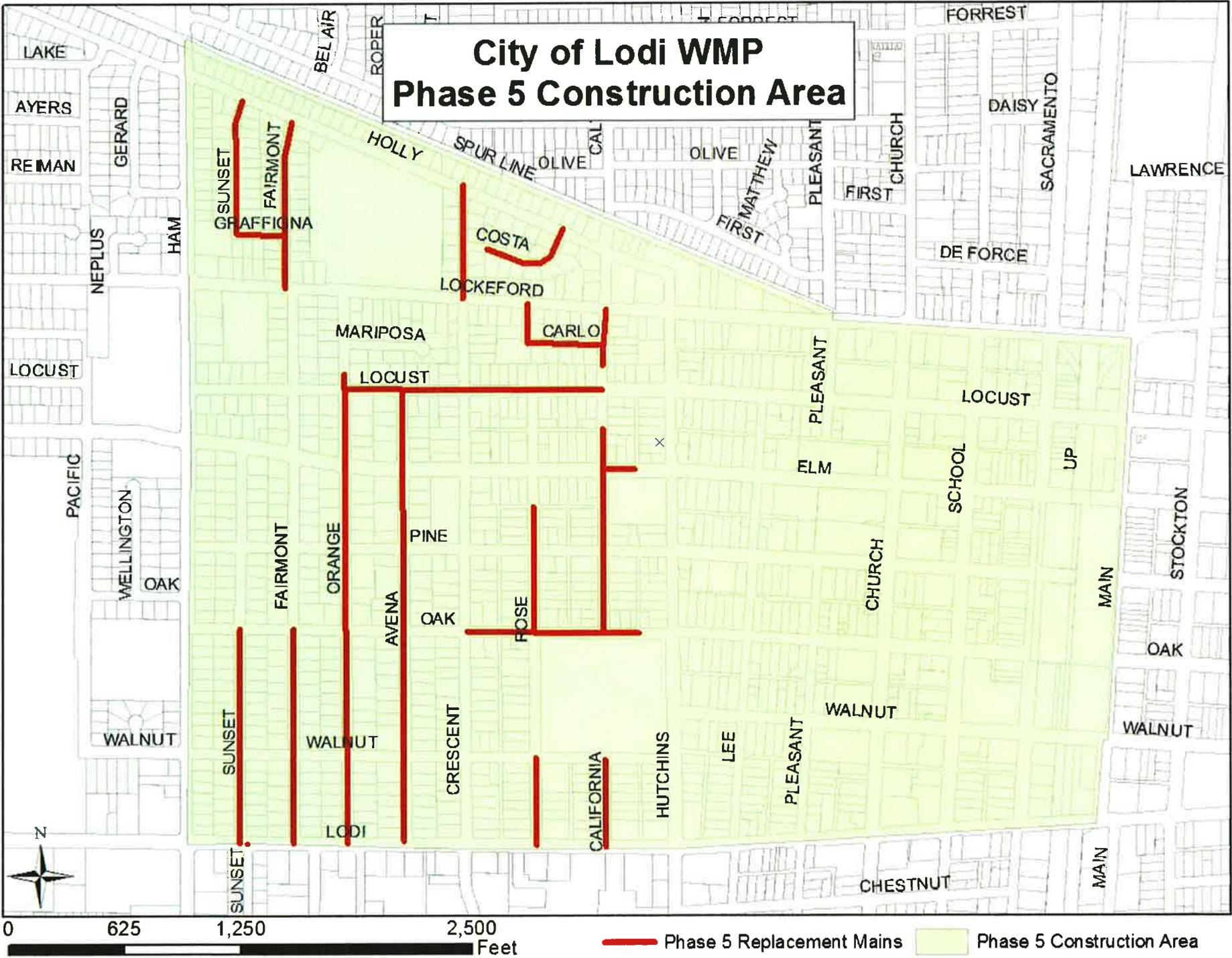
FUNDING AVAILABLE: Appropriation requested:
Water Capital Fund (56199000.77020) - \$213,548

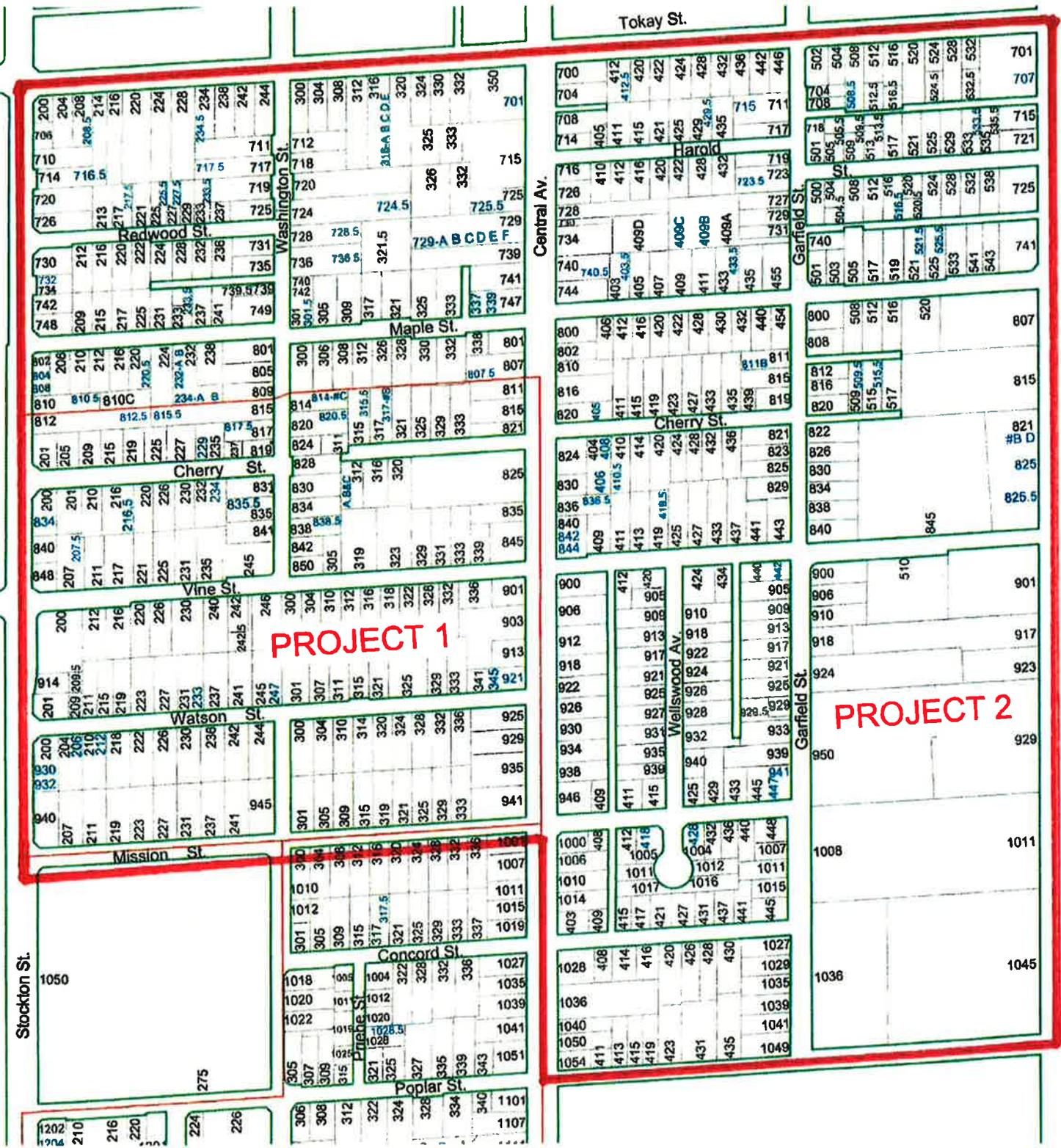
Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

CES/GW/tdb
Attachments

cc: RMC Water and Environment
Terracon
Knife River Construction
Henderson Brothers Company





PROJECT 1

PROJECT 2

Change Order #3 Meter Area

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Water Meter Program Phase 5 Meter Installation and Main Replacement CONTRACTOR: Knife River Construction ENGINEER: RMC	C.O. NO: 1
	PCO NO: 1
	RFI NO:
	KRC PCO NO: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13
	Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

Miscellaneous T&M work tracked and documented by project inspectors, slip lining of sewer on Ham Lane as requested by City staff, tree removal over a rich box on S. Sunset Drive, Civic Center complex meters and services work originally to be part of the nonresidential meter project and sidewalk/driveway/ADA ramp replacements associated with the meter program work. Supporting documentation is attached. The total of KRC PCOs 2-13 is \$244,505.16

Request, Proposal, Recommendation And Approval

Requesting Official: Wally Sandelin	Date of Request: 4/14/15-7/14/15	Schedule Impact <u>0</u> Days
Contractor Proposal Date: 7/28/15	Add Amount: \$244,505.16	
Reason For Change: Owner Requested/Unknown Condition	Account	
Requested By: Gary Wiman		
CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.		
	9.1.15	ORIGINAL CONTRACT \$2,778,225.00
Contractor	Date	PREVIOUS ADDS \$0
	8/24/15	PREVIOUS DEDUCTS \$0
Construction Manager	Date	THIS CHANGE \$244,505.16
	8/13/15	CONTRACT TO DATE \$3,022,730.16
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	9/2/15	ORIGINAL CONTRACT COMPLETION DATE: 210 Calendar Days
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: 210 Calendar Days

Water Meter Program Phase 5
Change Order #1 Tally

KRC PCO #	Amount	Description
2	\$47,734.65	T&M Work Through May 2, 2015
3	\$10,350.00	Slip-line 4" sewer lateral as requested by City Staff
4	\$3,000.00	Tree Removal over Water Line at 19 N. Sunset Drive
5	\$24,346.00	T&M work for meter crews
6	\$39,581.06	Additional water main tie-ins, "T"s and valves
7	\$10,433.50	Additional Pot hling and service work requested by City Staff
8	\$26,275.95	Install an additional 145 LF of 6" main on Pine St and replace valve at City Hall
9	\$13,286.00	T&M Work for meter installations
10	\$8,345.50	T&M work for water mains
11	\$21,084.00	Removal and replacement of 1,757 SF of sidewalk, driveway and ADA corner ramp
12	\$29,808.50	Various T&M Work from July 27 to August 10
13	\$10,260.00	Removal and replacement of 855SF of sidewalk and driveway
Total	\$244,505.16	

CITY OF LODI**PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL****PROJECT: Water Meter Program Phase 5
Meter Installation and Main Replacement****CONTRACTOR:** Knife River Construction
ENGINEER: RMC**C.O. NO:** 2**PCO NO:** 2**RFI NO:****KRC PCO NO:** 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26,
27, 29, 30, 31 and 32

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

Miscellaneous T&M work tracked and documented by project inspectors, new street light conduit and wiring on Rose and California Streets between Oak and Pine Streets, replace 600 meter box lids for east side meters not included in Phase 5 contract as requested by City staff, etc. Supporting documentation is attached. The total of KRC PCOs 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31 and 32 is \$371,424.38

Request, Proposal, Recommendation And ApprovalRequesting Official: Wally Sandelin Date of Request: 7/14/15 to 11/18/15 Schedule Impact 0 Days

Contractor Proposal Date: 9/8/15 Add Amount: \$371,424.38

Reason For Change: Owner Requested/Unknown Condition

Account *PUNWA-0047-CONTR. EXT. WORK*

Requested By: Gary Wiman

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	1.8.16	ORIGINAL CONTRACT \$2,778,225.00
Contractor	Date	PREVIOUS ADDS \$0
	1-6-16	PREVIOUS DEDUCTS \$244,505.16
Construction Manager	Date	THIS CHANGE \$371,424.38
	1.26.16	CONTRACT TO DATE \$3,394,154.54
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	1/28/16	ORIGINAL CONTRACT COMPLETION DATE: 210 Calendar Days
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: 210 Calendar Days

Water Meter Program Phase 5
Change Order #2 Tally

KRC PCO #	Amount	Description
14	\$20,058.50	Various T&M Work from July to September from Tommy's Crew
15	\$20,511.00	Various T&M Work from September from Tony's Crew
16	\$25,993.50	Various T&M Work from 7/28/15 to 8/18/15
17	\$39,480.00	Various T&M Work from 8/20/15 to 9/2/15
18	\$14,100.00	Replace Street Light conduit and wiring on California & Rose between Oak & Pine
19	\$4,638.00	Concrete replacement at various Fire hydrants 9/14/15
21	\$42,802.90	Various T&M Work from 9/11/15 to 9/18/15
22	\$19,468.50	Various T&M Work from 9/21/15 to 9/25/15
23	\$22,671.00	Various T&M Work from 9/28/15 to 10/2/15
24	\$44,002.50	Various T&M Work from 10/5/15 to 10/15/15
25	\$25,800.00	Replace 600 existng meter lids with Fiberlyte lids per City Request
26	\$1,725.00	Repair of gas line at 309 W. Walnut
27	\$3,800.00	water clean-up at 9 S. California
29	\$30,741.78	Various T&M Work from 10/16/15 to 10/22/15
30	\$10,577.50	Various T&M Work from 10/23/15 to 10/29/15
31	\$21,258.20	Various T&M Work from 10/30/15 to 11/10/15
32	\$23,796.00	Various T&M Work from 11/11/15 to 11/18/15
Total	\$371,424.38	

CITY OF LODI**PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL**

**PROJECT: Water Meter Program Phase 5
Meter Installation and Main Replacement**

CONTRACTOR: Knife River Construction

ENGINEER: RMC

C.O. NO: 3

PCO NO: 3

RFI NO: 2001

EI NO:

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change Order includes:

- ✓1. KRC PCO 1 to install approximately 700 additional type "A" meters as requested by the Public Works Director. \$66,500.00
- ✓2. KRC PCO 20 replaced the existing sewer main and manhole and reconstructed the alley between Elm and Locust Street west of Hutchins Street. This work is charged to the Wastewater fund. \$182,970.00
- ✓3. KRC PCO 28 replaced the existing sewer main, added storm drain line and reconstructed the alley off of Rose Street between Pine and Elm Streets. This work is charged to the Wastewater fund. \$53,517.00
- ✓4. KRC PCO 33 is for various Time and Materials work performed between November 2015 and December 10, 2015. All work was witnessed and authorized by City representatives. \$11,368.00
- ✓5. KRC PCO 34 is for various Time and Materials work performed between January 14, 2016 and February 18, 2016. All work was witnessed and authorized by City representatives. \$10,749.00
- ✓6. KRC PCO 35 is for additional miscellaneous concrete repairs performed on a Time and Materials basis. All work was witnessed and authorized by City representatives. \$19,245.00
7. KRC PCO 36 is for additional miscellaneous asphalt repairs performed on a Time and Materials basis. All work was witnessed and authorized by City representatives. \$105,685.05

The total of the seven (7) items above is \$450,034.05

Request, Proposal, Recommendation And Approval

Requesting Official: Lyman Chang Date of Request: 4/10/15 Schedule Impact 120 Days
Contractor Proposal Date: 3/7/16 Add Amount: \$450,034.05
Reason For Change: Owner Requested/unknown conditions Water Account: PWWA-0047.constr.extlabor \$213,547.05

Requested By: Gary Wiman Wastewater Account: PWWA-0047.Const.ExtLabor.WW \$236,487.00

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

		ORIGINAL CONTRACT \$2,778,225.00
Contractor	 4.15.16 Date	PREVIOUS ADDS \$615,929.54
Construction Manager	 4/12/16 Date	PREVIOUS DEDUCTS \$0
Public Works	 4.19.16 Date	THIS CHANGE \$450,034.05
City Manager	 4/19/16 Date	CONTRACT TO DATE \$3,844,188.59
		CONTRACT TIME ADJUSTMENT 120 DAYS
		ORIGINAL CONTRACT COMPLETION DATE: 210 Calendar Days
		ADJUSTED CONTRACT COMPLETION DATE: 330 Calendar Days

Water Meter Program Phase 5
Change Order #3 Tally

KRC PCO	Amount	Description
1	\$ 66,500.00	Install 700 Additional Type "A" Meters as Requested by PW Director
20*	\$ 182,970.00	Reconstruct Alley Between Elm & Locust due to sewer & drainage issues
28*	\$ 53,517.00	Reconstruct Alley off Rose between Pine and Elm due to sewer issues
33	\$ 11,368.00	Various T&M Work from 11/1915 to 12/10/15
34	\$ 10,749.00	Various T&M Work From 1/14/16 to 2/18/16
35	\$ 19,245.00	Additional concrete repair work at various locations
36	\$ 105,685.05	Additional Trench patch paving performed T&M
TOTAL		
	\$450,034.05	

PCO 20 an d28 were performed due to conditions related to existing
 \$ 236,487.00 sewer issues and should be charged to the wastewater fund.
 \$ 213,547.05 Water Fund

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROPRIATING FUNDS FOR WATER METER PROGRAM PHASE 5

WHEREAS, the City Council awarded the contract for the Water Meter Program Phase 5 to Knife River Construction, of Stockton, in the amount of \$2,778,225, on March 4, 2015; and

WHEREAS, the Water Meter Program Phase 5 included the installation of 1,595 meters and the replacement of 17,000 feet (3.2 miles) of water main; and

WHEREAS, 700 meter installations were added and two alleys were reconstructed due to existing sewer conditions that required immediate attention; and

WHEREAS, the final contract price was \$3,844,188.59. The difference between the contract amount and the final contract price is due to change orders totaling \$1,066,858.59 or 38 percent of the original contract amount; and

WHEREAS, staff recommends appropriating funds in the amount of \$213,548 for the Water Meter Program Phase 5 project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate funds in the amount of \$213,548 for the Water Meter Program Phase 5 project.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for Lodi Transit Station Restroom/Vault Improvement Project

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Lodi Transit Station Restroom/Vault Improvement Project.

BACKGROUND INFORMATION: The contract was awarded to Abide Builders, Inc. of West Sacramento, in the amount of \$505,200, on March 18, 2015. The contract has been completed in substantial conformance with the plans and specifications approved by City Council on May 21, 2014.

This project consisted of modifying the Dispatch/North Annex to accommodate a fare collection room and vault installation, constructing additional restrooms totaling eight stalls (four men and four women), one family/employee restroom, and a janitor/supply room in the Lodi Transit Station main lobby.

The final cost of the project was \$588,419.46. The difference between the original contract amount and final contract amount is due to three change orders, all requested by the City. Change Order 1 in the amount of \$22,440 included various ADA site improvements and minor building modifications. Change Order 2 in the amount of \$55,074.89 included significant structural modifications and carpet replacement. Change Order 3 in the amount of \$5,704.57 included additional electrical work.

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

FISCAL IMPACT: There will be a slight increase in the maintenance costs (cleaning and long-term building maintenance) associated with these improvements, which will be included in a contract amendment with the current transit operation contractor.

FUNDING AVAILABLE: This project was funded by Transportation Development Act (TDA) (60199000), Prop 1B (60299000) and was included in past transit capital budgets.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
CES/PJF/tdb
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

Lodi Transit Station Restroom/Vault Improvement Project

Main Lobby Restroom Expansion



West side



East side

North Annex – Dispatch Building

Vault Exterior View



Transit Counting Room

Vault Interior View





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Fire Station No. 2 Replacement Project

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Fire Station No. 2 Replacement Project.

BACKGROUND INFORMATION: The contract was awarded to Diede Construction, Inc., of Woodbridge, in the amount of \$4,227,740, on August 6, 2014. The contract has been completed in substantial conformance with the plans and specifications approved by City Council on April 2, 2014.

The project replaced the existing Fire Station No. 2 with a new 7,900-square-foot facility, complete with two apparatus bays, four sleeping rooms, living areas, equipment storage, exercise room, offices, public lobby, and 1,800-square-foot support vehicle storage building (Exhibit A).

The project also included numerous off-site improvements. The Public Works Department took advantage of the project timing to perform necessary improvements to portions of Oak Street, Cherokee Lane, and various underground utilities.

The contract duration was 450 calendar days and the contract was completed within 450 calendar days. The project was substantially completed on December 31, 2015 with the Fire Department taking occupancy on January 12, 2016. The final contract cost was \$4,373,803.24. The difference between the original contract amount and final contract was due to two change orders totaling \$146,063.24, or 3 percent of the original contract amount.

The changes included:

Change Order No. 1 included additional curb, gutter, and sidewalk; replacement of traffic signal loops and pedestrian push button at the intersection of Pine Street and Cherokee Lane, and some minor fire hydrant and storm drain work (\$83,045.78).

Change Order No. 2 included various value engineering changes (credits) along with additional work associated with City requested site, architectural, electrical, and communications improvements (\$63,017.46).

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

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: There will be a decrease in facility maintenance costs upon the sale of the old Fire Station No. 2.

FUNDING AVAILABLE: The original total project appropriation was \$5,231,400. The final total project cost is \$4,672,120.27, with \$559,279.73 being returned to General Fund Capital.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
CS/GW/tdb
Attachment

cc: City Engineer
Fire Chief





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with WGR Southwest, Inc., of Lodi, for Storm Water Compliance Services for White Slough Water Pollution Control Facility (\$55,736)

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with WGR Southwest, Inc., of Lodi, for storm water compliance services for White Slough Water Pollution Control Facility, in the amount of \$55,736.

BACKGROUND INFORMATION: The State Water Resources Control Board (State Water Board) General Permit for Storm Water Discharges Associated with Industrial Activities Order (General Permit) became effective July 1, 2015.

Facilities subject to the General Permit are required to file and maintain permit registration documents to the State Water Board, develop a Storm Water Pollution Prevention Plan (SWPPP) for the facility, and identify best management practices to control the quality of storm water runoff from the site. Additional monitoring, sampling, and monthly inspections would be required as part of permit coverage.

Storm water runoff from the White Slough Water Pollution Control Facility (WSWPCF) is contained onsite. Facilities that contain all storm water runoff onsite are exempt from coverage under the previous version of the General Permit for industrial storm water discharges. The current General Permit now includes a specific requirement to evaluate potential discharge of runoff that results from a “maximum historic precipitation event.”

On March 18, 2015, Lodi City Council authorized the execution of Task Order No. 37 with West Yost Associates, Inc., to analyze the impacts of the current General Permit on WSWPCF and to determine if the facility could qualify for the exemption by containing all storm water runoff under the new “maximum historic precipitation event” requirements. The analysis determines that in order to qualify to file for the exemption, the City would either construct permanent storm water improvements estimated to cost between \$750,000 and \$1,000,000, or develop a SWPPP and perform the required monitoring and reporting to comply with the General Permit requirements.

Staff recommends complying with the General Permit and performing the additional monitoring and sampling, at a cost of approximately \$20,000 per year, as well as monthly inspections, rather than constructing permanent storm water facilities.

Staff recommends authorizing City Manager to execute Professional Services Agreement with WGR Southwest, Inc., of Lodi, for storm water compliance services for White Slough Water Pollution Control Facility, in the amount of \$55,736. The term of the agreement will extend through May 2019.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Performing the monitoring and reporting requirements required with the new General Permit is necessary to avoid potential fines and penalties.

FUNDING AVAILABLE: Wastewater Operating Fund (530)

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

CES/ces/tdb
Attachment

cc: Karen Honer, Wastewater Plant Superintendent
Kathryn E. Garcia, Compliance Engineer
Lance Roberts, Utility Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WGR SOUTHWEST, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for storm water compliance services for White Slough Water Pollution Control Facility (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on May 15, 2016 and terminates upon the completion of the Scope of Services or on May 14, 2019, whichever occurs first.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Charles E. Swimley, Jr.

To CONTRACTOR: WGR Southwest, Inc.
 11021 Winners Circle, Suite 101
 Los Alamitos, CA 90720
 Attn: Aaron H. Ortiz

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

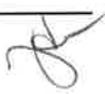
ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

WGR SOUTHWEST, INC.

By: _____


By: _____
Name: AARON H. ORTIZ
Title: Compliance Specialist

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

Funding Source: 53053003.72450
(Business Unit & Account No.)



March 16, 2016

Mrs. Kathryn Garcia, PE, QSD/P, LEED AP
2001 W. Turner Road
Lodi, CA 95242

RE: Proposal for Storm Water Compliance Services for the White Slough Water
Pollution Control Facility

Dear Mrs. Garcia,

WGR Southwest, Inc. (WGR) appreciates the opportunity to provide you with this proposal to assist you with your Industrial General Storm Water Permit Order# 2014-0057-DWQ (General Permit) storm water compliance program. The following is the list of activities we would typically perform for facilities and our proposed costs for the remainder of 2015-2016 (July 1, 2015-June 30, 2016) monitoring year through the 2017-2018 (July 1, 2017 to June 30, 2018) monitoring year. To help control costs, and because many of these compliance tasks are routine, we have presented them as unit costs. They also are presented below in the order that we would normally perform them during the storm water year.

1. Notice of Intent (NOI) (2015-2016 monitoring year)

In section II.B of the new Industrial General Storm Water Permit Order# 2014-0057-DWQ (General Permit), it requires that a facility certify and submit all Permit Registration Documents (PRDs) using the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website at least seven (7) days prior to commencement of industrial activities.

According to the definition in Appendix C of the General Permit your facility is considered a new discharge. In section VII.B of the General Permit it states "*New Dischargers applying for NOI coverage under this General Permit that will be discharging to a water body with a 303(d) listed impairment are ineligible for coverage unless the Discharger submits data and/or information, prepared by a Qualified Industrial Storm Water Practitioner (QISP), demonstrating that:*

1. *The Discharger has eliminated all exposure to storm water of the pollutant(s) for which the water body is impaired, has documented the procedures taken to prevent exposure onsite, and has retained such documentation with the SWPPP at the facility;*
2. *The pollutant for which the water body is impaired is not present at the Discharger's facility, and the Discharger has retained documentation of this finding with the SWPPP at the facility; or,*
3. *The discharge of any listed pollutant will not cause or contribute to an exceedance of a water quality standard. This is demonstrated if: (1) the discharge complies with water quality standard at the point of discharge, or (2) if there are sufficient remaining waste*

load allocations in an approved TMDL and the discharge is controlled at least as stringently as similar discharges subject to that TMDL.”

We propose a cost of **\$480** to prepare the NOI on SMARTS including the required QISP demonstration. In order for WGR to do anything in SMARTS on your behalf, our SMARTS IDs will need to be linked to your facility as Data Entry Persons (DEPs). If you have not yet linked WGR to your facility on SMARTS and would like to do so, our SMARTS IDs are **aortizwgrsw** and **DSjteravskis**. Please note that the State Water Resources Control Board (Agency) General Permit fee of \$1,632.00 is not included in WGR’s quoted cost.

2. Storm Water Pollution Prevention Plan Development (2015-2016 monitoring year)

In section II.B.4.f, of the new General Permit, facilities maintaining storm water discharge coverage must to develop and maintain a Storm Water Pollution Prevention Plan (SWPPP) in compliance with the new General Permit requirements and submit it via SMARTS on or before August 14, 2015. WGR proposes a lump sum of **\$2,950** to develop a SWPPP for your facility to the new General Permit regulatory standards. Once completed, WGR will supply to you both an editable Word copy and pdf copy of your SWPPP along with a copy of your site map in pdf. The pdf copy can easily be upload on SMARTS and the edible copy is for you to have should you chose to maintain or update your SWPPP yourself in the future. A hard copy in a binder for onsite use and potential inspection will also be supplied. The SWPPP is a required Permit Registration Documents (PRD) along with a site map and for new discharges, a QISP demonstration report will need to be included with your SWPPP.

3. Annual Storm Water Sampling and Observation Training (July – September) (2015-2016, 2016-2017, & 2017-2018 monitoring years)

WGR will come to your facility and perform Industrial General Storm Water Permit Order 2014-0057-DWQ (General Permit) required training for the General Permit which became effective on July 1, 2015. The General Permit in §X.H.f requires that permittees be appropriately trained on storm water pollution prevention and best management practices. We recommend that this two-part training be provided to personnel who will be assisting with both BMP implementation and maintenance as well as the required General Permit storm water monitoring. We would recommend that the training be performed sometime in late July through early September which will be prior to the normal wet season (October through May). We propose a lump sum cost of **\$525** to perform the full two-part onsite storm water training. Personnel only assisting with BMP implementation and maintenance do not need to attend the second part of the two-part training.

4. Monthly Observations (2015-2016, 2016-2017, & 2017-2018 monitoring years)

The General Permit requires that the dischargers must perform monthly visual observations on a day without precipitation. At least once per calendar month, WGR shall visually observe each drainage area for best management practices, authorized non-storm water discharges and unauthorized non-storm water discharges. WGR will complete documentation during the inspection which will be left onsite and a copy will be filed at WGR in case facility paperwork is misplaced. Any corrective actions you perform should be notated on the

inspection form and a copy of the form forward to WGR for our records. This documentation will be used to complete the annual report. WGR will perform the monthly visual observations and document them as required by the permit at a cost of **\$265/inspection** including travel.

5. Storm Water Sampling (2015-2016, 2016-2017, & 2017-2018 monitoring years)

The General Permit to sample discharges from your facility for **four** qualifying storm events (QSE) per storm water monitoring year (July 1 – June 30); two between July and January and two between January and June. The permit defines a QSE as a storm that produces a discharge from at least one drainage area, including impounded/contained water; is preceded by 48 hours with no discharge from any drainage area, and if a discharge occurs within 12 hours before or during scheduled facility operating hours. The General Permit requires the samples be collected within four hour of discharge. WGR proposes to perform the required sampling and coordinate the required analysis of the storm water.

WGR proposes a lump sum cost of **\$340** per sample event to perform the sampling for up to two sampling locations. Should additional sampling locations be identified, there will be a charge of \$55 per additional sampling location. WGR will complete the necessary documentation, package the samples, and transportation to the laboratory. Analytical costs are not included in the quoted price but may be either direct billed to you by McCampbell Analytical Laboratory or other laboratory of your choice, or you may choose to be billed through WGR at a 10% markup.

6. Analytical Result Review and Input to SMARTS (2015-2016, 2016-2017, & 2017-2018 monitoring years)

The General Permit requires that the discharge review their storm water sampling results, determine if there are any NAL exceedances and submit into the Storm Water Multiple Application and Report Tracking System (SMARTS) within 30 days of receiving the results report. WGR proposes a cost of **\$315/per sampling event** to review results and input into SMARTS. In order for WGR to upload your sampling results on SMARTS our SMARTS IDs will need to be linked to your facility on SMARTS.

7. Annual Comprehensive Facility Compliance Evaluation (May-June) (2015-2016, 2016-2017, & 2017-2018 monitoring years)

The General Permit requires that an Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation) be performed and documented. The purpose of the evaluation is to review the activities occurring at the facility and the effectiveness of the existing best management practices (BMPs). At that time, the SWPPP is also reviewed for General Permit compliance section accuracy. Any necessary revisions/updates will be notated. The Annual Evaluation is typically performed during May of each year, prior to the annual report preparation. At that point, we evaluate the facility, determine a punch list of storm water related maintenance recommendations, and review the observation and analytical data collected during the year. To perform the Annual Evaluation, we propose a lump sum cost of **\$580**.

8. Annual Report Preparation (2015-2016, 2016-2017, & 2017-2018 monitoring years)

The General Permit requires facilities to prepare an annual report providing information about the previous year's storm water related activities, analytical results and observations. This report is due July 15th of each year. WGR will compile the data and prepare the report for your certification and submittal. We propose a **lump sum cost of \$350** to prepare the annual report.

9. Storm Water Pollution Prevention Plan Revisions (2016-2017, & 2017-2018 monitoring years)

Section X.B.1 of the General Permit requires that the SWPPP be updated when necessary. SWPPP revisions often occur following findings from an Annual Evaluation. Section X.B.2-3 of the General Permit requires that SWPPPs be uploaded on SMARTS within 30 days when significant revisions occur or within 3 months when minor revisions are made to the SWPPP. Due to the reopener clause in the General Permit, the State will be adding new Total Daily Maximum Loads (TMDL's) updates to the exiting General Permit. Therefore, revisions will need to be applied to your Storm Water Pollution Prevention Plan (SWPPP) following the approved General Permit added requirements. WGR proposes a lump sum of **\$420** to make needed revisions to the SWPPP.

10. Level 1 Status Exceedance Response Actions (ERAs) (2015-2016, 2016-2017, & 2017-2018 monitoring years)

According to General Permit section XII.C, a facility "*shall change to Level 1 status if sampling results indicate an NAL exceedance for that same parameter. Level 1 status will commence on July 1 following the reporting year during which the exceedance(s) occurred.*" Once Level 1 status occurs, a permittee must perform, assisted by a QISP, a Level 1 ERA Evaluation and a Level 1 ERA Report.

Level 1 ERA Evaluation

By October 1 following commencement of Level 1 status for any parameter with sampling results indicating an NAL exceedance, the permittee must:

- A. Complete an evaluation, identifying in the evaluation the corresponding BMPs in the SWPPP and any additional BMPs and SWPPP revisions necessary to prevent future NAL exceedances and to comply with the requirements of this General Permit.

Level 1 ERA Report

Based upon the above evaluation, the permittee shall, no later than January 1:

- B. Revise the SWPPP as necessary; and
- C. Certify and submit via SMARTS a Level 1 ERA Report prepared by a QISP.

Most every facility is unique with issues that differ. Therefore, the cost of properly responding to a Level 1 status will include all or most of the various actions such as ERA meetings and or conference calls, site visit inspection or inspections, facility evaluation assessment, report development, and SWPPP revisions. As a result, WGR will provide a quote on a time and materials basis. The cost is not expected to reach but will not exceed

\$5,000. While unlikely, should additional costs above the not to exceed amount be needed, WGR will provide a quote on a time and materials basis at that time.

11. Level 2 Status Exceedance Response Actions (ERAs) (2017-2018 monitoring years)

Any parameter at Level 1 status shall change to Level 2 status if sampling results “*indicate an NAL exceedance for that same parameter while a permittee is in Level 1. Level 2 status will commence on July 1 following the reporting year during which the NAL exceedance(s) occurred.*” Once Level 2 status occurs, a permittee must develop, assisted by a QISP, a Level 2 ERA Action Plan and a Level 2 ERA Technical Report.

Level 2 ERA Action Plan

A Level 2 ERA Action Plan, prepared by a QISP, needs to be certified and submitted on SMARTS. The Level 2 ERA Action Plan shall address each new Level 2 NAL exceedance by January 1 following the reporting year during which the NAL exceedance(s) occurred.

A Level 2 ERA Action Plan includes choosing and defending/demonstrating one of the following demonstrations:

- A. Industrial Activity BMPs Demonstration
- B. Non-Industrial Pollutant Source Demonstration
- C. Natural Background Pollutant Source Demonstration

Level 2 ERA Technical Report Submittal

A Level 2 ERA Technical Report Submittal includes choosing and outlining with possible additional support documentation and or photographs, how and when which one of the demonstrations will eliminate NALs or explain why an NAL exceedance is outside the scope of a permittees industrial activities.

Correctly responding through Level 1& Level 2 ERAs is critical for several reasons:

1. The facility’s public access BMP response will be subject for review by the Regional Water Quality Control Board;
2. The facility’s public access BMP response can and likely will be reviewed by non-governmental organizations (NGOs) looking to sue discharges on “behalf of the environment.”
3. A QISP’s certification can be rescinded by the Executive Director of the State Water Board or an Executive Officer of a Regional Water Board “*if it is found that the QISP has repeatedly demonstrated an inadequate level of performance in completing the QISP requirements in this General Permit*” (see General Permit section IX.A.2).

As with the Level 1 response, the cost of properly responding to a Level 2 status will include all or most of the various actions such as ERA meetings and or conference calls, site visit inspection or inspections, facility evaluation assessment, action plan and technical report development, and SWPPP revisions. As a result, WGR will provide a quote on a time and materials basis. The cost is not expected to reach but will not exceed **\$8,000.** While unlikely, should additional costs above the not to exceed amount be needed, WGR will provide a quote on a time and materials basis at that time.

12. Miscellaneous Storm Water Compliance Support (2015-2016, 2016-2017, & 2017-2018 monitoring years)

As it may become necessary, WGR will assist your facility with any additional storm water compliance activities or corrective actions not included in this proposal. If additional support is needed that is outside of the scope of this proposal, the cost is not expected to reach but will not exceed **\$2,500**. While unlikely, should additional costs above the not to exceed amount be needed, WGR will provide a quote on a time and materials basis at that time.

Summary of Maximum Potential Costs

Item #	Task	2015-2016 Monitoring Year	2016-2017 Monitoring Year	2017-2018 Monitoring Year
1	Notice of Intent (\$480 – is WGR’s cost; the Agency adds the \$1,632 fee) ±	\$2,112.00	\$1,632.00	\$1,632.00
2	Storm Water Pollution Prevention Plan Development	\$2,950.00	---	---
3	Storm Water Sampling and Observation Training	\$525.00	\$525.00	\$525.00
4	Monthly Observations (\$265 per month per monitoring year)	\$ 795.00	\$3,180.00	\$3,180.00
5	Storm Water Sampling (\$340 – 2 between July and December & 2 between January and June) *	\$680.00	\$1,360.00	\$1,360.00
6	Analytical Result Review and Input to SMARTS (\$315 – 2 between July and December & 2 between January and June) **	\$630.00	\$1,260.00	\$1,260.00
7	Annual Comprehensive Facility Compliance Evaluation	\$580.00	\$580.00	\$580.00
8	Annual Report Preparation	\$350.00	\$350.00	\$350.00
9	SWPPP Revisions	---	\$420.00	\$420.00
10	Level 1 ERA ***	\$5,000.00	---	---
11	Level 2 ERA ***	---	\$8,000.00	\$8,000.00
12	Miscellaneous Storm Water Compliance Support ♀	\$2,500.00	\$2,500.00	\$2,500.00
Total		\$16,122.00	\$19, 807.00	\$19, 807.00

± General Permit mandatory fee is assessed by the Agency and not by WGR

* This cost is only if there is a discharge

** This cost is only if there is are sampling analytical results from a discharge

*** This not to exceed cost is only if there is a NAL exceedance or NAL exceedances

♀ This not to exceed cost is only if there a compliance support item outside the scope of the listed tasks 1-11

If you would like for WGR to assist you with any of the above mentioned services, please indicate which service(s) you wish for us to perform by completing the “**Approvals to Proceed**” section below. You can then scan and email the completed Approvals to Proceed page to me at aortiz@wgr-sw.com or fax it to me at (209) 334-5374.

We hope this information is helpful in managing your environmental compliance program. Charges quoted in this proposal will be effective through June 30, 2018. Please consider our company to be an additional Environmental, Health, and Safety resource ... an extension of your staff; and please use us as it makes sense to your operation.

Please do not hesitate to contact me at (209) 334-5363 ext. 114 if you have any questions or comments.

Sincerely,
WGR Southwest, Inc.



Aaron H. Ortiz
Compliance Specialist QISP/ToR

Approvals to Proceed

(✓ - Please indicate which services you would like for WGR Southwest Inc. to perform)

- 1. **NOI Submission** _____
- 2. **SWPPP Development** _____
- 3. **Annual Sampling and Observation Training** _____
- 4. **Monthly Dry Weather / BMP Inspections** _____
- 5. **Qualifying Storm Event Sampling** _____
- 6. **Result Review and SMARTS Input** _____
- 7. **Annual Evaluation** _____
- 8. **Annual Report Preparation** _____
- 9. **SWPPP Revisions** _____
- 10. **Level 1 ERA Response** _____
- 11. **Level 2 ERA Response** _____
- 12. **Miscellaneous Compliance Support** _____

Services do not include Agency fees. I understand the fees and services stated in this document.
I agree to pay for the services which I have indicated above.

_____	_____
Signature	Title
_____	_____
Name	Date



Insurance Requirements for Consultant The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement 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 Agreement, 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 Each Occurrence
\$2,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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

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

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) 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. An additional named insured endorsement is also required for Auto Liability.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) **Waiver of Subrogation**
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (d) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

- (e) 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.
- (f) 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 West Pine St., Lodi, CA 95240.
- (g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (i) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, 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 Agreement 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 without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH WGR SOUTHWEST, INC., OF
LODI, FOR STORM WATER COMPLIANCE SERVICES FOR
WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

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WHEREAS, the State Water Resources Control Board (State Water Board) General Permit for Storm Water Discharges Associated with Industrial Activities Order (General Permit) became effective July 1, 2015; and

WHEREAS, facilities subject to the General Permit are required to file and maintain permit registration documents to the State Water Board, develop a Storm Water Pollution Prevention Plan (SWPPP) for the facility, and identify best management practices to control the quality of storm water runoff from the site; and

WHEREAS, facilities that contain all storm water runoff on-site are exempt from coverage under the previous version of the General Permit for industrial storm water discharges; and

WHEREAS, the current General Permit now includes a specific requirement to evaluate potential discharge of runoff that results from a “maximum historic precipitation event”; and

WHEREAS, on March 18, 2015, Lodi City Council authorized the execution of Task Order No. 37 with West Yost Associates, Inc., to analyze the impacts of the current General Permit on White Slough Water Pollution Control Facility and to determine if the facility could qualify for the exemption by containing all storm water runoff under the new “maximum historic precipitation event” requirements; and

WHEREAS, the analysis determined that in order to qualify to file for the exemption, the City would either need to construct permanent storm water improvements estimated to cost between \$750,000 and \$1,000,000, or develop a SWPPP and perform the required monitoring and reporting to comply with the General Permit requirements; and

WHEREAS, in comparing the cost to construct the permanent storm water facilities to obtain exemption from the General Permit against the cost of compliance (approximately \$20,000 per year), staff recommends complying with the General Permit and performing the additional monitoring and sampling, as well as monthly inspections, required as part of permit coverage; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with WGR Southwest, Inc., of Lodi, for storm water compliance services for White Slough Water Pollution Control Facility, in the amount of \$55,736.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with WGR Southwest, Inc., of Lodi, California, for storm water compliance services for White Slough Water Pollution Control Facility, in an amount not to exceed \$55,736.

Dated: May 4, 2016

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I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

2016-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement for a Database Conversion with MilSoft Utility Solutions of Abilene, Texas (\$45,000)

MEETING DATE: May 4, 2016

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a professional services agreement for a database conversion with MilSoft Utility Solutions of Abilene, Texas in an amount not to exceed \$45,000.

BACKGROUND INFORMATION: In 2009, the City Council adopted Resolutions No. 2009-40 and 2009-59, authorizing R.W. Beck, Inc. to perform power system studies and the sole source purchase of engineering analysis software from MilSoft Utility Solutions, Inc., respectively.

R.W. Beck modeled the Lodi Electric Utility (LEU) electric distribution system in MilSoft Windmill. This software is used to perform complex circuit analysis on the City's electric distribution system for load balancing, time coordination studies for protection schemes, arc flash hazard analysis and feeder loading, as well as load analysis for future development. However, the model only included the feeders and tap lines to the distribution transformers without fully extending the circuit model to each individual customer meter. Analysis to this point has been done with the assumption that all of the distribution transformers are fully loaded, since the actual data wasn't available at that time.

Now that the City has fixed network meter data, if the model is updated to include the meters, much more accurate data will be available in the circuit model. For example, actual energy and demand data can be used for more accurate power flow studies, time coordination studies, and transformer loading studies. The results of these studies will assist the utility in updating relay and breaker settings for more efficient, reliable, and safe operation of the distribution system. The LEU engineering staff will also be able to determine transformer overloads so they can be upgraded before failure, mitigating unplanned outages as well as potential injuries. In addition, the data will assist in providing more accurate designs for future development projects.

Staff is recommending engaging MilSoft Utility Solutions to assist with a database conversion to import all of the meter data from the ESRI GIS map database into the MilSoft circuit model to approximate each meter and transformer connection based on physical location. LEU staff and a summer intern will then confirm meter connections are accurate to the actual distribution transformer and make corrections as needed. Once these connections are in the circuit model, automatic meter reading data obtained from the fixed network will reflect actual loading on each of the distribution transformers.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Not-to-exceed \$45,000.

FUNDING AVAILABLE: Included in FY2015/16 Budget Account No. 50061500.72450

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules Marchesseault, Engineering and Operations Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Milsoft Utility Solutions (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 Database Conversion (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on April 21, 2016 and terminates upon the completion of the Scope of Services or on April 21, 2017, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Milsoft Utility Solutions Inc.
 4400 Buffalo Gap Road, Ste 5150
 Abilene, TX 79606
 Attn: Josh Wolf

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

Milsoft Utility Solutions, Inc.

By: _____


By: _____
Name: Adam Turner
Title: CEO; Administration

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

Funding Source: 50061500.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015



APPENDIX A

Database Conversion
Statement of Work

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Introduction/Background

City of Lodi, CA (hereafter referred to as “City of Lodi, CA”) contracted Milsoft Utility Solutions (hereafter referred to as “Milsoft”) to convert data from several City of Lodi, CA sources to a format that is compatible with the Milsoft Engineering and Operations (E&O) Model. The database conversion process is interdependent between City of Lodi, CA and Milsoft and will require several review iterations.

Scope of Work

The scope of work (SOW) is limited to electrical circuit elements and map points recognized by Milsoft E&O software. Corrections or modification to the source data will be the responsibility of City of Lodi, CA and will not be included in Milsoft’s scope of work.

Place of Performance

Milsoft will perform work at one or all of the following places:

- Abilene, Texas
- Pensacola, Florida
- Other mutually agreed upon places

Data Sources

- City of Lodi, CA-supplied data sets correlated to Attachment A
- Supplemental data outside City of Lodi, CA data set in compliance with Attachment A

Data Destination

- Milsoft E&O Model (FairCom)
- Milsoft External Tables (MS SQL)

Conversion Process

During the conversion process, Milsoft will expect City of Lodi, CA to provide prompt (2 business days) and detailed reviews of mapped and converted data. Milsoft cannot provide any missing data or independently identify/fix latent data errors. Engineering assumptions (snapping transformers and lines to poles based on proximity) will be used to create data. However, assumptions are not guaranteed to be engineering-accurate.

1. Milsoft will provide connection details to a secure FTP site to be used in the exchange of City of Lodi, CA data files. Connection details for the FTP will be communicated to City of Lodi, CA prior to the kick-off call.



2. Milsoft will initiate and conduct a database conversion project kick-off call with City of Lodi, CA team to discuss and identify:
 - a. Required Interfaces (ex. Billing, AMI, Staking ...)
 - b. Grid Requirements
 - c. Coordinate System
 - d. Workflow
 - e. Data Sources and Request Data
 - f. Project Contacts
3. If City of Lodi, CA wishes to use grid-based naming within the Milsoft E&O Model, a schema will be provided by City of Lodi, CA supplying unique element names which can be programmatically defined within the Milsoft E&O Model. The grid-based naming may be used for all electrical elements within the Milsoft E&O Model. City of Lodi, CA is responsible for all renaming of elements within their model and database.
4. City of Lodi, CA data will be converted by Milsoft to the Milsoft E&O Model. City of Lodi, CA will be provided an evaluation of the City of Lodi, CA electric model and overall accuracy. Missing or inaccurate information will be detailed so City of Lodi, CA can update the source data.
5. Database conversion will be limited to data from City of Lodi, CA data sources selected by Milsoft. Milsoft will create data mappings based on City of Lodi, CA data and Milsoft standardized file structure. These mappings are documented in a City of Lodi, CA-specific spreadsheet to be reviewed by City of Lodi, CA GIS and engineering teams. In the event that the element data required for a connectivity model is not provided, Milsoft will insert the elements without electrical connectivity. City of Lodi, CA is responsible for data cleanup not provided in source data.
6. After initial conversion, Milsoft will conduct an evaluation of City of Lodi, CA electric model and provide a report assessing the overall accuracy. The report will detail missing or inaccurate information. It is City of Lodi, CA responsibility to update source data.

Milsoft will provide City of Lodi, CA with ongoing analysis of the data quality throughout the conversion process, and will work with City of Lodi, CA to address any issues.

City of Lodi, CA Deliverables

1. City of Lodi, CA will provide a defined detailed list of data required by Milsoft, and linking information for External Tables in their database by:
 - a. Collectively determining how equipment not presently modeled by Milsoft will be handled to include underground switch gear, feed-thru cabinets, pad-mounted transformers, and open-points.
 - b. Defining:
 - i. Naming conventions
 - ii. Unique identifiers required to link devices in the Milsoft E&O Model



to external data

- iii. Attributes to use for the Milsoft E&O Model's equipment device definitions (EQDB)
2. City of Lodi, CA will provide the current data source to be used for the conversion and attribute data associated with the model elements to be used with Milsoft External Tables prior to the start of the conversion project.
3. City of Lodi, CA must establish a cut-off date for posting changes to the source data prior to the final conversion and the transition to the Milsoft E&O Model.

City of Lodi, CA will make corrections to the source data requested by Milsoft as errors and/or inconsistencies surface during the joint reviews of the Milsoft E&O Model generated by the database conversion. Corrections will be completed and returned to Milsoft within two (2) business days to prevent software installation delays for City of Lodi, CA. City of Lodi, CA may elect to forego some corrections at their discretion if the corrections cannot be made in a timely manner prior to the cut-off date.

MILSOFT DELIVERABLES

1. Milsoft will deliver a completed Milsoft E&O Model and attribute data associated with the model elements in the form of Milsoft External Tables. This delivery is contingent upon the timely participation and prompt responses of City of Lodi, CA throughout the data conversion work.
2. A virtual machine will be hosted for City of Lodi, CA to facilitate the review of their converted data using Milsoft's WindMil software. If City of Lodi, CA is not familiar with WindMil, formalized training can be obtained by contacting Milsoft.
3. Milsoft will convert City of Lodi, CA data using proprietary coding and conducting detailed quality assurance reviews of the Milsoft E&O Model and data provided from the data conversion.
4. Milsoft will initiate joint reviews of the Milsoft E&O Model throughout the conversion process.
 - a. Programmatic changes to correct issues discovered during joint reviews will be completed by Milsoft.
 - b. City of Lodi, CA and Milsoft will evaluate progress toward a final conversion and cut-off date after the second data review.
 - c. All third party updates must be posted prior to the cut-off date.



INSTALLATION

Milsoft will install the Milsoft E&O Model on City of Lodi, CA system following the review of the final conversion.

Database Acceptance Criteria

Acceptance of the database conversion will occur when City of Lodi, CA has reviewed the conversion and found no significant errors within Milsoft's scope of work and signs the acceptance below. Acceptance is assumed thirty (30) calendar days after date of delivery.

Change Orders

Any modification to this Statement of Work must be requested, reviewed, and agreed to by both parties. Any Change Order will be created by Milsoft and submitted for City of Lodi, CA review and approval. Such changes may result in required adjustment of the project deadlines or additional fees.

Once reviewed, approved, and signed by a Chief Executive Officer of Milsoft and City of Lodi, CA, the Change Order will become effective.



Scope of Work Acceptance

MILSOFT UTILITY SOLUTIONS, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Project Acceptance

Signature

Printed Name

Title

Date

EXHIBIT 1
City of Lodi, CA data required to complete Milsoft E&O Model.

City of Lodi, CA Coordinate System and Projection (WGS-84) to be used
City of Lodi Location Data for each element
The Parent and Child data (Up-line & Down-line) information for all model elements
Equipment Database (If current WindMil customer)

Elements

Each data element must be identified. Elements are required to have a unique name, type and include attribute data listed in this attachment.

1. Overhead
 - a. Unique Name (ID) include preferred prefixes to distinguish OHPRI, OHSEC
 - b. Phase Data
 - c. Conductor Definitions (both phase and neutral conductors)
 - d. Impedance Length
2. Underground
 - a. Unique Name (ID) include preferred prefixes to distinguish OHPRI, OHSEC
 - b. Phase Data
 - c. Conductor Definitions (phase conductor, if neutral is concentric, or tape shield)
 - d. Impedance Length
3. Regulator
 - a. Unique Name (ID) include preferred prefix
 - b. Phase Data (phase of the bank, include the controlling phase where applicable)
 - c. Regulator Size (in kva or amps/designate equipment definition)
 - d. Voltage Level
 - e. LD Comp R&X (preferred)
 - f. First House High & Low (preferred)
4. Transformer
 - a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Winding Connections
 - d. Transformer Equipment/Impedance Definition
 - e. Rated L-L Input Voltage
 - f. Rated L-L Output Voltage
 - g. Nominal of Output System
 - h. Overhead, Step, or Pad Mounted? – Transclosures will be typed as Pad Mount. If they are identified in the data, they can be given unit tables in the External Data Tables
 - i. kva data
 - j. input/output voltage data (preferably line-to-line)

5. Switch
 - a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Switch Status (open/closed/looped)
 - d. Switch ID (optional)
 - e. Open Points can be modeled as switches, or nodes, if data supports this. This will require a unique prefix
6. Source
 - a. Unique Name (ID)
 - b. Phase Order(?) Data (position of lines leaving substation)
 - c. Impedance Code Minimum (often this is the substation number and name)
 - d. Impedance Code Maximum (often this is the substation number and name)
 - e. Sub Number (optional)
 - f. Bus Voltage
 - g. Overhead Ground Ohms
 - h. Underground Ground Ohms
 - i. Nominal L-G
 - j. Nominal L-L
 - k. Connection (wye/delta)
 - l. Regulation (yes or no)
7. Generator
 - a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Generator Model
 - d. Total Generator kVA
 - e. PU Volts
 - f. Output (kW)
 - g. Maximum Leading Output (kvar)
 - h. Maximum Lagging Output (kvar)
 - i. Connection (wye/delta)
8. Motor
 - a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Motor Mode (example: horse power)
 - d. Total Motor HP
 - e. Rated LG Volts
 - f. Rated LL Volts
 - g. Load in kW
 - h. Load in kvar
 - i. Motor Status (off/on)
 - j. Locked Rotor
 - k. Soft Start (if applicable)
9. Device
 - a. Unique Name (ID) include preferred prefix

- b. Phase Data
 - c. Device Code (example: 3-phase operation)
 - d. Device Status (phase open/closed)
 - e. If Feeder Device (require feeder number/feeder alias)
 - f. Device Equipment Definitions
 - g. Amp and Link Ratings, Device Type data
10. Capacitor
- a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. How Capacitor Bank Connected (series/shunt)
 - d. Capacitor Connection (same as parent/wye/delta)
 - e. Capacitor kVAR Rating (total/phase)
11. Consumer
- a. Unique Name (ID) unique tie between model and CIS
 - b. Phase Data
 - c. Active (yes/no)
 - d. Consumer Type (example: residential/small commercial/traffic light)
 - e. Meter Number
12. Map Points and Assemblies (requires all domain values and codes necessary for identifying the proper categories noted below)
- a. Assembly Label/Code
 - b. Parent Type
 - i. Pole
 - ii. Junction Box
 - iii. Tower
 - iv. Pad
 - v. Pedestal
 - vi. Enclosure
 - vii. Vault
 - viii. Pull Box
 - ix. Marker
 - x. Light
 - xi. Surface Structure
 - xii. Foreign Structure
 - xiii. Storage Location
 - xiv. Non-Utility Facility
 - c. Quantity

This list contains data elements and attributes Milsoft requires to build an E&O Model. If supplied data does not contain all information, Milsoft will request missing data from City of Lodi, CA. If City of Lodi, CA does not have all data required Milsoft will work with City of Lodi, CA to establish default values where possible. Not all City of Lodi, CA supplied data is needed or will be used. Milsoft

reserves the right to define what data is needed to create the Milsoft E&O Model and Milsoft External Tables.



Schedule A

Quote Number: 45351
 Date: 03/05/2016
 Account Manager: Josh Wolf
 Email: josh.wolf@milsoft.com
 Phone: 800.344.5647
 Valid Until: 05/31/2016

Bill To	Ship To
Jay Marchesseault	Jay Marchesseault
Lodi Electric Utility Department	Lodi Electric Utility Department
PO Box 3006	1331 S Ham Lane
Lodi, CA 95241-1910	Lodi, 95242-3995
USA	USA

APPENDIX B

Database Conversion

Quantity	Product	List Price	Ext. Price
1	Database Conversion A database conversion process converts data from one format to another and establishes the electrical connectivity in the new environment to the extent possible by the data represented. The destination for the data conversion model is the WindMilMap GIS application.	\$45,000.00	\$45,000.00

Note: Support program not applicable

Subtotal: \$45,000.00
 Total: \$45,000.00

Grand Total

Subtotal: \$45,000.00
 Total: \$45,000.00

Database Conversions

Conversion Tool, Database Conversion, Digitizing

Price Inclusions & Exclusions:

This quote does not include server, hardware, or Microsoft SQL Server.

Milsoft assumes the customers' geodatabases and customer information system(s) are linked with static unique identifiers and provide detailed connectivity from the source to the customer level. Database conversion and digitizing processes are specific to the electrical connectivity model and will not add, refine, or improve the existing original data that has been provided to Milsoft. Any errors or inaccuracies present in the original customer data will be reflected in the converted data and will require remedial action by the customer to correct or improve. Non connectivity model data, such as spatial information or map alignment detail, will not be affected by the conversion process and may also require corrective actions by the customer.

A detailed database conversion and/or digitizing review process and statement of work for the conversion will be accomplished upon quote signature.

Undisclosed or unidentified data deficiencies found to adversely affect product functionality or project timeline to deployment will be addressed during the review process and may, in rare cases, drive additional costs or product deployment delays.

Terms:

- 75% upon quote acceptance
- 25% upon installation or a maximum of 120 days following quote acceptance, whichever occurs first

Support & Maintenance:

Database conversion and digitizing services do not incur support and maintenance charges.

Database conversion tool support will be provided at 20% of the conversion tool price once annually. **Note:** Conversion / migration tools are uniquely constructed and specific to the utility GIS system database and format in use at the time of initial data conversion and tool provision. Only by participation in Milsoft's Annual Support program will the conversion / migration tool be maintained, supported and retained as compatible with all future versions of the applicable Milsoft provided software. Any changes made in the customer's data source, third party product or versions, or the data format may render the conversion / migration tool inoperable. Such instances may require repair or replacement of the original conversion / migration tool at additional cost to the Customer, and is specifically excluded from coverage under the Milsoft Annual Support program.

Quote Acceptance:

~~This quote constitutes the entire understanding and agreement between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreement between the parties with respect to the subject matter herein.~~

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____

Choose (1) option for submission:

Email: quotes@milsoft.com

Fax: 325-690-0338

Mail:

Milsoft Utility Solutions, Inc.

4400 Buffalo Gap Road, Ste 5150

Abilene, TX 79606



EXHIBIT C

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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate
2. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**
\$2,000,000 Each Occurrence
3. **ERRORS & OMISSIONS – TECHNOLOGY**
\$2,000,000 Each Occurrence
\$4,000,000 General Aggregate

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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

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

- (a) **Additional Named Insured Endorsement**
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) 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.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) **Waiver of Subrogation**
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers.
- (d) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

Insurance Requirements for Contractor (continued)

- (e) **Completed Operations Endorsement**
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (f) **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.
- (g) **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 West Pine St., Lodi, CA 95240.
- (h) **Continuity of Coverage**
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (i) **Failure to Comply**
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (j) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT FOR A DATABASE CONVERSION
WITH MILSOFT UTILITY SOLUTIONS, OF ABILENE, TEXAS

=====

WHEREAS, in 2009, the City Council adopted Resolutions No. 2009-40 and 2009-59, authorizing R.W. Beck, Inc., to perform power system studies and the sole-source purchase of engineering analysis software from MilSoft Utility Solutions, Inc., respectively; and

WHEREAS, R.W. Beck, Inc., modeled the Lodi Electric Utility (LEU) electric distribution system in MilSoft Windmill, however the model only included the feeders and tap lines to the distribution transformers without fully extending the circuit model to each individual customer meter since the actual data was not available at that time; and

WHEREAS, now that the City has fixed network meter data, if the model is updated to include the meters, much more accurate data will be available in the circuit model; and

WHEREAS, staff is recommending engaging MilSoft Utility Solutions to assist with a database conversion to import all of the meter data from the ESRI GIS map database into the MilSoft circuit model to approximate each meter and transformer connection based on physical location; and

WHEREAS, LEU staff and a summer intern will then confirm meter connections are accurate to the actual distribution transformer and make corrections as needed; and

WHEREAS, once these connections are in the circuit model, it will provide for significant improvements in the accuracy of the engineering studies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for a database conversion with MilSoft Utility Solutions, of Abilene, Texas, in an amount not to exceed \$45,000.

Dated: May 4, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Vehicle Grant (\$33,922)

MEETING DATE: May 4, 2016

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the Lodi Police Department to apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Vehicle Grant (\$33,922).

BACKGROUND INFORMATION: The San Joaquin Valley Air Pollution Control District is currently administering an Alternative Fuel Grant to purchase clean air vehicles. The Lodi Police Department would like to apply for the Alternative Fuel Grant with the intent to purchase two STAR EV Utility Carts for special events patrol and enforcement at a cost of \$16,961 each. Lodi Police Department staff chose the STAR EV Utility Carts because of their reliability, low maintenance, battery range and capacity.

The AP48-04 is an open-style 4 passenger electric vehicle with a police package. It has a top speed of 25 mph and can travel a maximum of 50 miles per charge. It has regenerative braking and has options for on- or off-road use. These vehicles will be used for special events patrol, such as the semi-annual Street Faire, weekly Farmer's Market, Grape Festival and other special events as needed.

San Joaquin Valley Air Pollution Control District approves grants on a quarterly basis. If awarded, the Lodi Police Department will return to Council at a future date for appropriation of funds.

FISCAL IMPACT: No impact to the General Fund.

FUNDING AVAILABLE: Not applicable.

Prepared by: Paula O'Keefe, Management Analyst
cc: City Attorney

Tod Patterson
Chief of Police

APPROVED: _____
Stephen Schwabauer, City Manager



AP48-04-Police, AP48-04-D-Police

Secure transport.

Star EV has what you need to show the community that you care about the environment and still get the job done. Available with or without doors, outfit the Bubble Car to patrol your city, university or community. Ideal for events, these electric vehicles reach a top speed of 25 mph and offer car-like comfort. Goes 50 miles on a single charge, front and rear tubular bumpers and custom paint and lettering available.

- Eight 6 V (48 V) batteries, Trojan T-105
- 4 passengers
- 7 hp AC motor
- 450 A Curtis programmable controller with regenerative braking
- 2- or 3-point seat belts
- Automotive windshield (DOT, AS1)
- Coil over shock front independent suspension
- Police Package: includes amber strobe light or patrol light with PA system, accessory 12 V charger
- Speedometer, odometer
- On-board charger
- Front and rear tubular bumpers
- Closeable glove boxes
- Adjustable armrests, adjustable front row backrest
- Rear lockable storage box
- 30 A, 48 V to 12V voltage reducer for all accessories
- 19.5 mph maximum speed, 20-25 mph with LSV option
- Dimensions: 122"L x 59"W x 77"H

Options

- LSV (NEV) Street Legal Package
- Custom paint and lettering
- Heater, defroster
- Deluxe stereo and CD player with two speakers
- Fan

WHITE

Default color.

*Custom colors are available.
Allow 12 weeks lead time.*



Star EV, a brand of JH Global Services, Inc.
378 Neely Ferry Road, Simpsonville, SC 29680, USA
Phone: 864.297.8833 | Fax: 864.297.7010 | Toll free: 1.888.878.9988 | www.starev.com

Specifications for 4-Passenger Police Vehicle, Bubble Car Style*

	AP48-04	AP48-04-D
Passengers	4	4
Battery System	8x6 V, Trojan T-105	8x6 V, Trojan T-105
Motor Power	7 hp AC	7 hp AC
Controller Power	450 A Curtis controller	450 A Curtis controller
Top Speed	19.5 mph, 20-25 mph if LSV	19.5 mph, 20-25 mph if LSV
Load Capacity	780 lbs	780 lbs
Dimensions	122"L x 59"W x 77"H	122"L x 59"W x 77"H
Weight with Batteries	1760 lbs	1885 lbs
Ground Clearance	5"	5"
Turning Radius	14.7 ft	14.7 ft
Wheel Base	87.8"	87.8"
Top Climbing Grade	20%	20%
Body Material	Reinforced fiberglass	Reinforced fiberglass
Front Suspension	Independent, coil over shocks	Independent, coil over shocks
Rear Suspension	Leaf spring and shock	Leaf spring and shock
Steering System	Rack and pinion	Rack and pinion
Brake System	Four-wheel hydraulic	Four-wheel hydraulic
Tire Size	155R12, 6-ply DOT	155R12, 6-ply DOT
Tire Pressure	51 psi	51 psi
Wheel Type	12" alminum	12" alminum
Chassis	Welded steel frame	Welded steel frame
Drive Train	Direct rear drive	Direct rear drive
Voltage Reducer	30 A, 48 V to 12 V included	30 A, 48 V to 12 V included
Windshield	AS1, DOT automotive windshield w/ wiper	AS1, DOT automotive windshield w/ wiper
Headlights, Taillights	Included	Included
Brake Lights, Turning Signals	Included	Included
Horn, Reverse Beeper	Included	Included
Seat Belts	2-point seat belts	3-point seat belts
Parking Brake	Included	Included
Speedometer, Odometer	Included	Included
Amp Meter, Battery Indicator	Included	Included
Emergency Light Switch	Included	Included
Automatic Battery Charger	Included	Included
Warranty	Two year bumper-to-bumper warranty, less wear items	Two year bumper-to-bumper warranty, less wear items

*Specs are subject to change without notification.



www.starev.com

Your Local STAR EV Dealer:



Features



Front and rear tubular bumpers



Aluminum and glass doors (AP48-04-D)



Front dash with PA system

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO APPLY FOR AN ALTERNATIVE FUEL
VEHICLE GRANT ADMINISTERED BY THE SAN JOAQUIN
VALLEY AIR POLLUTION CONTROL DISTRICT

=====

WHEREAS, the San Joaquin Valley Air Pollution Control District is currently administering an Alternative Fuel Vehicle Grant to purchase clean air vehicles; and

WHEREAS, the Lodi Police Department would like to apply for the Alternative Fuel Vehicle Grant with the intent to purchase two STAR EV Utility Carts for special events patrol and enforcement; and

WHEREAS, the Lodi Police Department staff chose the STAR EV Utility Carts because of their reliability, low maintenance, battery range, and capacity; and

WHEREAS, the AP48-04 is an open-style four-passenger electric vehicle with a police package; and

WHEREAS, it has a top speed of 25 mph, can travel a maximum of 50 miles per charge, and has regenerative braking which provides options for on- or off-road use.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Vehicle Grant, in the amount of \$33,922, for the purchase of two AP48-04 STAR EV Utility Carts for special events patrol and enforcement.

Date: May 4, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Apply for Funding Allocation Administered by CalOES for CAD Console Workstations, a 911 System Upgrade, and a 911 Logging System Upgrade (\$364,000)

MEETING DATE: May 4, 2016

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt Resolution authorizing City Manager to apply for a funding allocation administered by CalOES for CAD console work stations, a 911 system upgrade, and a 911 logging system upgrade (\$364,000).

BACKGROUND INFORMATION: The State of California, California 9-1-1 Emergency Communications Office administers the five year funding allocation cycle for telecommunications equipment funding. The funding is awarded every five years to recognized Public Safety Answering Points (PSAPs). The Lodi Police Department received funding in 2010 to upgrade existing dispatch communications equipment.

The Lodi Police Department is eligible for the current five year allocation and if awarded, would use the funding to replace thirteen year old dispatch work stations, the existing 911 logging recorder software and hardware system and a 911 phone line upgrade with five year maintenance subscription. Currently, the dispatch consoles are irreparable and need immediate replacement. Once the dispatch consoles are replaced, the department will need to upgrade and update existing 911 phone lines and software applications.

FISCAL IMPACT: No impact to the General Fund.

FUNDING AVAILABLE: Not applicable.

Tod Patterson
Chief of Police

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPLY FOR A FUNDING ALLOCATION ADMINISTERED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR CAD CONSOLE WORKSTATIONS, A 911 SYSTEM UPGRADE, AND A 911 LOGGING SYSTEM UPGRADE WITH FIVE-YEAR MAINTENANCE SUBSCRIPTION

WHEREAS, the State of California Office of Emergency Services (Cal OES), California 9-1-1 Emergency Communications Office, administers the five-year grant cycle for telecommunications equipment funding; and

WHEREAS, Customer Premise Equipment funding is available every five years to all recognized Public Safety Answering Points; and

WHEREAS, the Lodi Police Department is eligible for the current Customer Premise Equipment five-year allocation and, if awarded, would use the funding to replace 13-year old dispatch consoles (CAD), the existing 911 logging recorder software system, and a 911 phone line upgrade with a five-year maintenance subscription.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to apply for the funding allocation administered by Cal OES for the replacement of 13-year old CAD console workstations, the existing 911 logging recorder software system, and a 911 telephone line upgrade with a five-year maintenance subscription in the amount of \$364,000.

Date: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a regular meeting May 4, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Implementing Portal-to-Portal Reimbursement for Office of Emergency Services Mutual Aid

MEETING DATE: May 4, 2016

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt resolution implementing portal-to-portal reimbursement for Office of Emergency Services mutual aid.

BACKGROUND INFORMATION: The California Office of Emergency Services (Cal OES) serves as the broker between local government fire departments and the requesting State and federal agencies for mutual aid responses. Financial reimbursement for the local government fire department's mutual aid responses are set forth in the 2016 California Fire Assistance Agreement (CFAA). The 2016 CFAA requires participating fire departments to have a Memorandum of Understanding (MOU) on file internally that describes the wages and benefits of all employee classifications that will respond to a mutual aid incident. The Lodi Fire Department has an MOU on file for its respective labor groups. Additionally, agencies are required to have resolutions on file that states that fire department personnel are paid for all hours, commonly referred to as portal-to-portal, and that our reimbursement procedures are in accordance to the 2016 CFAA. Adoption of this resolution will ensure our ability to recover costs related to mutual aid responses.

The Lodi Fire Department adheres to the California Fire Assistance Agreement (CFAA) for reimbursement of out-of-county mutual aid responses. The CFAA has been revised with a new agreement being implemented in advance of the 2016 fire season. The new CFAA establishes new requirements to ensure adequate reimbursement for mutual aid responses. Adoption of this resolution is necessary to maintain compliance with the 2016 CFAA and to ensure that the City receives compensation for actual hours worked from the time of departure through time returned to the official duty station. The elected bodies of all California fire agencies that participate in out-of-county mutual aid are compelled to adopt resolutions in order to ensure proper payment.

With increasing frequency, the State of California Fire Department, known as Cal Fire, and the U.S. Forest Service continue to depend on local government resources to assist with large-scale wildland fires. Additionally, as California's growing population continues to expand into the wildland areas, urban interface fire activity is expected to increase in frequency and severity.

The Lodi Fire Department is a signatory contractor for Cal OES. Cal OES has assigned a fire engine to the City in the event of a major incident. Fire Department personnel are trained to respond to these types of emergencies statewide. Cal OES allows the Fire Department to utilize this equipment within the City when conducting drills, or during an emergency, both of which are

APPROVED:

 Stephen Schwabauer, City Manager

great resources and provide an additional service to our community. The Fire Department has been compensated for Cal OES responses away from its normal duty station, from the time of departure, until our arrival back at our regularly assigned duty station. This entire cost is reimbursed by Cal OES under the CFAA.

When the Fire Department assigns personnel to a Cal OES incident, the Fire Department immediately calls off-duty firefighters to fill the voids and maintain the required staffing to serve the City of Lodi. The passage of the proposed resolution confirms past practices and provides the required documentation under the CFAA to ensure the Fire Department is properly reimbursed portal-to-portal. This agreement is required to be updated annually

FISCAL IMPACT:

Portal-to-portal payment under the CFAA fully compensates the City for the cost of providing resources while crews are deployed.

FUNDING AVAILABLE:

Compensation associated to the CFAA for out-of-county mutual aid responses are credited to the Strike Team Operations (1041100).

Jordan Ayers, Deputy City Manager/Internal Services Director

Larry Rooney
Fire Chief

A RESOLUTION OF THE LODI CITY COUNCIL IMPLEMENTING
PORTAL-TO-PORTAL REIMBURSEMENT FOR OFFICE OF
EMERGENCY SERVICES MUTUAL AID

=====

WHEREAS, the City of Lodi Fire Department is a public agency located in the County of San Joaquin, State of California; and

WHEREAS, it is the City's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City has in its employ Fire Department response personnel including: Fire Chief, Division Chief, Battalion Chiefs, Fire Captains, Engineers, and Firefighters; and

WHEREAS, the City compensates its Fire Department response personnel portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City will compensate its employees overtime in accordance with their current and applicable Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

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

1. City Fire Department response personnel shall be compensated according to their current and applicable Memorandum of Understanding (MOU), or other directive that identifies personnel compensation in the workplace, for such personnel.
2. The City through its Fire Department will maintain a current salary schedule for all personnel covered by this Resolution.
3. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.
4. The City of Lodi's reimbursement procedures for emergency services mutual aid is in accordance with the 2016 California Fire Assistance Agreement.
5. Fire Department response personnel include: Fire Chief, Division Chief, Battalion Chiefs, Fire Captains, Engineers, and Firefighters.

Dated: May 4, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Naming of Salas Park Southeast Baseball Diamond "David Akin Field"

MEETING DATE: May 4, 2016

PREPARED BY: Park, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution approving the naming of the Salas Park southeast baseball diamond "David Akin Field."

BACKGROUND INFORMATION: Following the passing of Recreation Commission Chairman David Akin in June 2015, fellow commissioners expressed interest in naming a park facility or feature after Mr. Akin, who served as a commissioner for 11 years, was a long-time coach and volunteer for the Boosters of Boys & Girls Sports, and spent many years serving Lodi through a variety of civic endeavors.

At the December 2015 meeting, staff provided the Recreation Commission with a list of potential facilities that could be named in a person's honor in accordance with the City's Policy and Procedure Guidelines for Naming of Parks, Recreation Facilities, and Parks Features (Resolution 2005-236). Commissioners directed staff to begin accepting naming suggestions for the southeast baseball diamond at Salas Park.

The policy requires the Commission to review names submitted during the 45-day nomination period, as well as the Director's recommendation before making a recommendation to the City Council. The Director recommended the Salas Park southeast diamond be named for David Akin based on Mr. Akin's widespread community involvement, and the Commission unanimously agreed at its April 5, 2016, meeting.

In addition to his 11 years as a Recreation Commissioner, Mr. Akin spent 10 years on the Boosters of Boys and Girls Sports Board of Directors (1984-1994). He was a BOBS Volunteer of the Year and served as board president in 1993. He coached youth baseball and basketball, and his 13-14 age baseball team in 1987 went on to play in the Babe Ruth League World Series in Provo, Utah.

In his other civic endeavors, Mr. Akin joined the Lodi-Tokay Rotary Club – one that has partnered with the Parks Division on various projects – in 2002 and served as president in 2008-2009, in addition to being named a Paul Harris Fellow, a high distinction conferred by Rotary. He also served on the Lodi Area Crime Stoppers board.

FISCAL IMPACT: Minimal cost of painting and/or signage.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING: Donations or within Parks Sports Field Maintenance (Account 20072203)

Jordan Ayers
Deputy City Manager/Internal Services Director

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

cc: City Attorney

Attachments: Parking Naming Policy
Other Nominations

RESOLUTION NO. 2005-236

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE POLICY AND PROCEDURE GUIDELINES FOR NAMING
OF PARKS, RECREATION FACILITIES, AND PARKS
FEATURES

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Policy and Procedure Guidelines for Naming of Parks, Recreation Facilities, and Parks Features, as attached hereto marked Exhibit A.

Dated: November 2, 2005

I hereby certify that Resolution No. 2005-236 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 2, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Mounce
NOES: COUNCIL MEMBERS – Hitchcock and Mayor Beckman
ABSENT: COUNCIL MEMBERS – None
ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

PARKS COMMISSION
POLICY AND PROCEDURE GUIDELINES

Subject: Naming or Renaming of Parks, Recreation Facilities, and Parks Features

I. OBJECTIVE

- A. To establish a uniform policy and procedure regarding the naming or renaming of parks, recreation facilities, and parks features.
- B. To facilitate the prompt naming of such facilities so they will be readily identified and will reflect on the history and geography of our local community.
- C. To encourage public participation in the naming of such facilities, and as well, the dedication of land or funds by individuals or groups for public use who wish to perpetuate a name of their choice.

II. POLICY

- A. Neighborhood parks adjacent to public schools may be named similarly.
- B. Neighborhood parks not adjacent to schools, major parks, recreation facilities, and special features within parks such as playgrounds, picnic areas, sports fields, structures, groves of trees, etc. may be named for the following:
 - 1. Geographic features, such as adjacent streets, neighborhoods, plants or trees, lakes or rivers, etc.
 - 2. Events or persons of historical significance.
 - 3. Individuals, living or deceased, or organizations of local significance bearing a relationship to the City of Lodi or its parks and recreation system. Generally this relationship is noted by outstanding and unusual contributions to the community in terms of leadership, involvement, or substantial and significant donations of land and/or funds.

III. PROCEDURE

- A. Citizen input and/or written requests shall be directed to the Parks and Recreation Director to initiate the process of naming or renaming a City park, recreation facility or park feature.
- B. The Parks and Recreation Director shall receive and review potential names submitted for a new City park, recreation facility or park feature. Upon review, the Parks and Recreation Director shall forward all requests and/or submissions made to the Parks and Recreation Commission. Jointly, the

Parks and Recreation Commission and the Parks and Recreation Director will determine the appropriate means of soliciting public input, if deemed necessary, in naming the park, recreation facility or park feature. Such may include, but not necessarily be limited to, advertising in a local newspaper, inviting citizens to participate in the naming process or convening an ad hoc committee composed of representatives of various sectors of the community.

A deadline date for submission of names shall be 45 days from the date the Parks and Recreation Commission determine to proceed with public input. Notification of a public hearing will be posted in compliance with the Brown Act.

- C. The Parks and Recreation Director shall receive these written suggestions and refer a master list of proposed names to the Parks and Recreation Commission following a determined deadline for submissions.
- D. The Parks and Recreation Commission shall review the proposed names and the recommendation of the Parks and Recreation Director. All other factors being equal, priority shall be given to private citizens. The Parks and Recreation Commission shall then recommend the name(s) deemed the most appropriate and forward its recommendation(s) to the City Council for final consideration and/or approval and adoption of an appropriate resolution.

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE NAMING OF SALAS PARK SOUTHEAST BASEBALL
DIAMOND "DAVID AKIN FIELD"

WHEREAS, following the passing of Recreation Commission Chairman David Akin in June 2015, fellow commissioners expressed interest in naming a park facility or feature after Mr. Akin, who served as a commissioner for 11 years, was a long-time coach and volunteer for the Boosters of Boys & Girls Sports, and spent many years serving Lodi through a variety of civic endeavors; and

WHEREAS, at the December 2015 meeting, staff provided the Recreation Commission with a list of potential facilities that could be named in a person's honor in accordance with the City's Policy and Procedure Guidelines for Naming of Parks, Recreation Facilities, and Park Features; and

WHEREAS, the Parks, Recreation and Cultural Services Director opened nominations for a 45-day period in accordance with the City's Policy and Procedure Guidelines for Naming of Parks, Recreation Facilities, and Park Features; and

WHEREAS, at the April 5, 2016 Parks and Recreation Commission meeting, the Commissioners unanimously agreed to name the southeast baseball diamond located at Salas Park after David Akin.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve and hereby name the Salas Park southeast baseball diamond "David Akin Field".

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt the Following Resolutions Pertaining to the November 8, 2016, General Municipal Election:

- (a) Resolution Calling and Giving Notice of the General Municipal Election;
- (b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election;
- (c) Resolution Setting Forth the Council's Policy Regarding Impartial Analyses, Arguments, and Rebuttal Arguments for Any Measure(s) That May Qualify to be Placed on the Ballot; and
- (d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election

MEETING DATE: May 4, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt the resolutions pertaining to the November 8, 2016, General Municipal Election with respect to calling and noticing the election, consolidating the election with the County, setting forth the policy for any measures, and adopting regulations for candidates' statements, as required by the California Elections Code.

BACKGROUND INFORMATION: The 2016 General Municipal Election for two City Council seats will be held on Tuesday, November 8, 2016. The current terms of Council Member Johnson and Council Member Mounce are expiring.

It is necessary for the City Council to adopt a resolution calling and giving notice of the holding of a General Municipal Election in the City of Lodi on November 8, 2016. On October 19, 1988, the City Council adopted Ordinance No. 1438 consolidating municipal elections with statewide general elections. The ordinance was approved by the San Joaquin County Board of Supervisors on February 7, 1989.

It is also necessary for the City to enter into an agreement with San Joaquin County to provide certain services for the conduct of the November 8, 2016, General Municipal Election. The City will reimburse the County for these services when the work is completed and upon presentation of a properly audited invoice to the City.

The Elections Code states that when a City measure qualifies for a place on the ballot, the governing body may direct the elections official to transmit a copy of the measure to the City Attorney for preparation of an impartial analysis. The Elections Code further sets forth the process for receiving arguments for and against the measure(s) and for the submittal of rebuttal arguments.

APPROVED: _____
Stephen Schwabauer, City Manager

The Elections Code allows each candidate, for a non-partisan elective office in a city, to prepare a statement to be included with the sample ballot and mailed to each registered voter. Candidate statements are designed to acquaint voters with a candidate's qualifications for the office they are seeking. The law requires the Council to adopt a policy no later than seven days before the nomination period opens regarding the candidates' statements and obligation for payment. Elections Code §13307 allows the City to estimate the total cost of printing, handling, translating, and mailing the candidates' statements and requires each candidate filing a statement to pay in advance to the City his or her pro rata share, as estimated through the County Registrar of Voters, as a condition of having his or her statement included in the voters' pamphlet. As is customary for previous elections, it is recommended that the City Council authorize charging the candidates for the actual costs associated with candidate statements. It is also recommended that the City Council approve the 200-word limitation for candidate statements.

The Elections Code includes provisions for performing election-related tasks during regular business hours, as posted, and extending the deadline to the next regular business day if necessary. The City is on a 9/80 schedule. The relevant schedule is attached and will be posted as a part of the election notices.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: The anticipated cost of the November 2016 General Municipal Election is approximately \$114,000 and is being budgeted for the 2016/17 fiscal year.

Jordan Ayers, Deputy City Manager

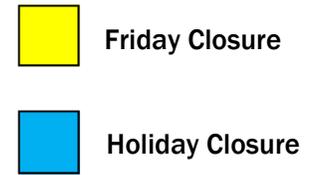
Jennifer M. Ferraiolo
City Clerk



City of Lodi Calendar

2016

July–December



July 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

The City of Lodi will be closed every other Friday.

Hours: Monday–Thursday 7:30 a.m. to 5:30 p.m., Every Other Friday 8:00 a.m. to 5:00 p.m.

\RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2016, for the election of municipal officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the requirements of the laws of the State of California relating to General Law Cities within said State, there is called and ordered to be held in the City of Lodi, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing the qualified two (2) members of the City Council of said City for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk of the City of Lodi is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code §10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2016-_____

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Lodi called a General Municipal Election to be held on November 8, 2016, for the purpose of election of two (2) members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be held on the same date and that within the city the precincts, polling places, and elections officers of the two elections be the same, and that the County election department of the County of San Joaquin canvass the returns of the General Municipal Election and that the election be held in all respects as if it were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the provisions of §10403 of the Elections Code, the San Joaquin County Board of Supervisors is hereby requested to consent and agree to the consolidation of a General Municipal Election with a Statewide General Election on Tuesday, November 8, 2016, for the purpose of election of two (2) Members of the City Council.

SECTION 2. That the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if it were only one election, and only one form of the ballot shall be used. The election will be held and conducted in accordance with the provisions of the laws regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Lodi recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs upon presentation to the City of a properly approved invoice.

SECTION 5. That the City Clerk is directed to forward without delay to the Board of Supervisors and the County Registrar of Voters' offices a certified copy of this resolution.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a regular meeting held May 4, 2016, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA,
SETTING FORTH THE COUNCIL'S POLICY REGARDING IMPARTIAL
ANALYSES, ARGUMENTS, AND REBUTTAL ARGUMENTS FOR ANY
MEASURE(S) THAT MAY QUALIFY TO BE PLACED ON THE BALLOT
FOR THE NOVEMBER 8, 2016, GENERAL MUNICIPAL ELECTION

WHEREAS, the State of California Elections Code sets forth that whenever any City measure(s) qualifies for a place on the ballot, the governing body may direct the City Elections Official to transmit a copy of the measure(s) to the City Attorney for preparation of an impartial analysis. The Elections Code further sets forth the process for receiving arguments for and against the measure(s) and for the submittal of rebuttal arguments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby set forth the following as it pertains to any measure(s) that may qualify to be placed on the ballot for the November 8, 2016, General Municipal Election:

SECTION 1. The City Council of the City of Lodi does hereby direct the City Clerk to transmit a copy of any measure(s) that would qualify to be voted upon at the November 8, 2016, General Municipal Election to the City Attorney to prepare an impartial analysis of the measure(s) not exceeding 500 words, showing the effect of the measure(s) on the existing law and the operation of the measure(s).

SECTION 2. The City Council of the City of Lodi does hereby determine that written argument for or against any city measure may be submitted pursuant to the Elections Code of the State of California. No argument shall exceed 300 words in length.

SECTION 3. The City Council of the City of Lodi does hereby determine that rebuttal arguments may be submitted pursuant to the Elections Code of the State of California. Rebuttal arguments shall not exceed 250 words in length.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2016-_____

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA,
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE
PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS
AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Lodi on November 8, 2016, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, the City Clerk shall have all candidates statements translated into Spanish.
- B. Pursuant to State law, the candidate's statement must be translated and printed in the voters' pamphlet in any language at the candidate's request.
- C. The City Clerk shall:
 1. Translations:
 - (a) have all candidates statements translated into the language specified in (a) above.
 - (b) have translated those statements into the languages as requested by the candidate in (b) above.
 2. Printing:
 - (a) print any translations of candidates who so request printing in the voters pamphlet.

SECTION 3. PAYMENT.

- A. Translations:
 1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (a) and/or (b) above pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (a) and/or (b) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the voters' pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language in the voters' pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voters' pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

SECTION 6. That this resolution shall apply only to the election to be held on November 8, 2016, and shall then be repealed.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: May 4, 2016

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

2016-____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Set Public Hearing for May 18, 2016 to Consider Adopting an Ordinance to Modify the Zoning Code to Require Design Review for Multi-Family Structures in the Medium Density Residential and High Density Residential Zoning Designations

MEETING DATE: May 4, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for May 18, 2016 to consider adopting an ordinance to modify the Zoning Code to require design review for multi-family structures in the Medium Density Residential and High Density Residential zoning designations.

BACKGROUND INFORMATION: On April 13, 2016, the Planning Commission held a public hearing to review the Zoning Code, accept public testimony, and adopted a resolution recommending the City Council modify the existing zoning code to require the Site Plan and Architecture Review Committee to review multi-family structures in the Medium Density Residential and High Density Residential zoning designations.

The City of Lodi adopted the current General Plan in April 2010 and then adopted the current development code in March of 2013. The new development code required most new structures in Lodi to go through a formal design review process.

The existing zoning code however, does not require design review for multi-family dwelling units that are added to existing residential lots. Within the Medium Density Residential zoning district, a number of new multi-family structures have been built that change the massing and scale of properties and the new structures do not necessarily match the architecture of existing structures.

Staff is not opposed to the density of these properties and is not looking to reduce allowed uses. Some review needs to take place however, in regard to the aesthetic change of these properties and the change in property massing and scale.

Lack of design review over new multi-family structures was an oversight and not the original intention by staff in the adoption of the current development code. The previous development code did require design review of multi-family projects.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Steve Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Set Public Hearing for June 1, 2016, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for June 1, 2016, to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

BACKGROUND INFORMATION: On May 7, 2014, City Council approved a program of future wastewater and water rate increases using an Engineering News Record – 20 Cities Average (ENR) based indexing, capped at 3 percent maximum. A Proposition 218 procedure was conducted that validated these actions.

Staff has regularly updated the Wastewater Utility Financial Plan, and a copy of the current Financial Plan is attached as Exhibit A. The recommended rate adjustments in the Financial Plan are 2.5 percent beginning July 1, 2016. The rates for this next year, attached as Exhibit B, reflect an increase of 2.5 percent, which is lower than both the 3 percent capped maximum and the ENR of 2.7 percent. The recent refinancing of the City’s wastewater revenue bonds saved the wastewater utility approximately \$200,000 per year in annual debt service and this savings is reflected in the Financial Plan. The table below reflects the history and future cap on wastewater rate adjustments.

	Cap	ENR Index	Approved/ Recommended
July 2012	5.0%	2.9%	3.0%
July 2013	2.8%	2.8%	2.5%
July 2014	3.0%	2.6%	2.5%
July 2015	3.0%	2.8%	2.8%
July 2016	3.0%	2.7%	2.5%
July 2017	3.0%		
July 2018	3.0%		

FISCAL IMPACT: Increased revenues to the wastewater utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/RAY/tdb
Attachments
cc: Information Systems Manager

APPROVED: _____
Stephen Schwabauer, City Manager

**City of Lodi -- Wastewater Utility
Financial Plan Summary**

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
	2.8%	2.5%	2.5%	2%	2%	2%
WASTEWATER OPERATING FUND (530)						
Beginning Balance	5,147,787	9,332,062	9,545,153	2,772,753	6,515,953	8,854,853
Revenues						
Wastewater Sales	15,006,000	15,411,000	15,827,000	16,175,000	16,530,000	16,893,000
Interest Earnings	56,000	98,000	100,000	33,000	70,000	94,000
Other Revenues	270,300	273,900	282,600	291,400	300,300	309,400
Transfer In for Debt Service (172)	25,000	367,111	22,000	22,000	22,000	22,000
Transfer In for Debt Service (173)	9,000	149,000	150,000	150,000	150,000	422,000
Total Revenues	15,366,300	16,299,011	16,381,600	16,671,400	17,072,300	17,740,400
Expenditures						
Operating Transfers Out (to GF)	-	-	-	-	-	-
Transfer Out to Gen'l Fund (Cost of Services)	1,068,000	1,068,000	1,068,000	1,068,000	1,068,000	1,068,000
Transfer Out to WW Capital Outlay (171)	-	4,850,000	11,250,000	750,000	2,250,000	250,000
Administration & Other	1,261,685	1,332,740	1,382,000	1,434,200	1,488,400	1,544,600
Plant Maintenance	4,116,440	4,675,340	4,864,000	5,060,000	5,264,000	5,476,000
Sanitary System Maintenance	542,540	629,650	653,000	677,000	703,000	729,000
Storm Drainage Maintenance	511,600	455,000	475,000	497,000	520,000	544,000
Industrial System Maintenance	15,760	12,190	13,000	13,000	13,000	13,000
2004 Wastewater COP Debt Service	98,000	98,000	98,000	98,000	98,000	98,000
2007 Wastewater COP Debt Service	1,607,000	544,000	553,000	423,000	421,000	458,000
2012 Wastewater Refinancing	1,961,000	1,947,000	1,949,000	1,949,000	1,951,000	1,946,000
2016 Refinancing	-	474,000	849,000	959,000	957,000	959,000
Total Expenditures	11,182,025	16,085,920	23,154,000	12,928,200	14,733,400	13,085,600
Ending Balance	9,332,062	9,545,153	2,772,753	6,515,953	8,854,853	13,509,653
Operating Reserve (25%)	2,305,000	2,204,000	2,277,000	2,318,000	2,394,000	2,483,000
Available Balance	7,027,062	7,341,153	495,753	4,197,953	6,460,853	11,026,653
Debt Service Coverage (min. = 1.20)	2.18	3.01	3.05	3.21	3.36	3.35
without COST	2.47	3.42	3.46	3.64	3.79	3.78
WASTEWATER CAPITAL OUTLAY (531)						
Beginning Balance	6,015,626	2,561,390	82,818	48,747	441,176	414,176
Revenues						
Transfer In (from 170)	-	4,850,000	11,250,000	750,000	2,250,000	250,000
Prop 84 Grant	562,500	2,250,000	1,762,500	-	-	-
Other Revenue	96,429	96,429	96,429	96,429	-	-
Total Revenues	658,929	7,196,429	13,108,929	846,429	2,250,000	250,000

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Expenditures						
MSC Security Improvements	-	25,000	-	-	-	-
Finance Security Cameras	-	30,000	-	-	-	-
Info Systems Data Center	214,165	-	-	-	-	-
Misc. System Relocations	-	35,000	36,000	38,000	39,000	41,000
Misc. Wastewater Taps	40,000	40,000	42,000	43,000	45,000	47,000
Collect. System Capac. Enhanc. Projects	-	20,000	104,000	22,000	225,000	-
Wastewater Main Replac./Lining Proj.	-	-	-	54,000	1,687,000	-
Henry Graves Park Pump Station	70,000	-	-	-	-	-
Storm Drain Improvements	-	380,000	-	-	-	-
Pumps	-	200,000	-	-	-	-
Storm Drain Trash Handling System	400,000	-	-	-	-	-
Shady Acres Pump	200,000	-	-	-	-	-
Vinewood Storm Water Pump Rehab	-	200,000	-	-	-	-
Lodi Lake Outfall Line	100,000	-	-	-	-	-
Realignment of Domestic & Industrial pipe	600,000	-	-	-	-	-
Domestic Trunk Assessment and Rehab	-	100,000	2,000,000	-	-	-
Vehicles /Equipment	760,000	195,000	156,000	162,000	169,000	175,000
Plant Maintenance	400,000	-	-	-	-	-
Structural Corrosion Repair	-	1,750,000	-	-	-	-
Cloth Filter Media Replacement	30,000	-	31,000	-	-	-
Electrical/Screen/SCADA Design	500,000	500,000	-	-	-	-
Electrical Upgrades/SCADA Construction	-	3,100,000	8,320,000	-	-	-
White Slough Recycled Water Storage	750,000	3,000,000	2,350,000	-	-	-
Admin/Ops Building Improvements	24,000	-	-	-	-	-
Fence Repairs/Upgrades	25,000	-	-	27,000	-	-
Miscellaneous Future Projects	-	100,000	104,000	108,000	112,000	117,000
Total Expenditures	4,113,165	9,675,000	13,143,000	454,000	2,277,000	380,000
Ending Balance	2,561,390	82,818	48,747	441,176	414,176	284,176

WASTEWATER CAPITAL RESERVE (532)

Beginning Balance	2,511,962	2,511,962	2,169,851	2,169,851	2,169,851	2,169,851
Revenues						
Transfer In from 170	-	-	-	-	-	-
Interest Earnings	25,000	25,000	22,000	22,000	22,000	22,000
Total Revenues	25,000	25,000	22,000	22,000	22,000	22,000
Expenditures						
Transfer Out to 170 (for Debt Service)	25,000	367,111	22,000	22,000	22,000	22,000
Total Expenditures	25,000	367,111	22,000	22,000	22,000	22,000
Ending Balance	2,511,962	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851
Restricted Debt Service Reserve	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851
Cash Deficit (amt. owed for past DS)	-	-	-	-	-	-

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
IMF WASTEWATER FACILITIES (533)						
Beginning Balance	8,857	148,857	149,857	149,857	149,857	421,857
Revenues						
Wastewater IMF	149,000	149,000	149,000	149,000	421,000	438,000
Interest Earnings	-	1,000	1,000	1,000	1,000	4,000
Total Revenues	149,000	150,000	150,000	150,000	422,000	442,000
Expenditures						
Transfer Out (to 170 for Debt Service)	9,000	149,000	150,000	150,000	150,000	422,000
Total Expenditures	9,000	149,000	150,000	150,000	150,000	422,000
Ending Balance	148,857	149,857	149,857	149,857	421,857	441,857
Owed to Fund 170 for Debt Service	4,092,000	4,285,000	4,482,000	4,603,000	4,723,000	4,593,000

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
WW Rate Stabilization Fund (534)						
Beginning Balance	500,000	500,000	500,000	500,000	500,000	500,000
Transfer In from 170	-	-	-	-	-	-
Total Revenues	-	-	-	-	-	-
Expenditures						
Transfer Out to 170	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-
Ending Balance	500,000	500,000	500,000	500,000	500,000	500,000

Aggregate End-of-Year Balance	15,054,000	12,448,000	5,641,000	9,777,000	12,361,000	16,906,000
Operating Reserve (25%)	2,305,000	2,204,000	2,277,000	2,318,000	2,394,000	2,483,000
Restricted DS Reserve	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851
Rate Stabilization Fund	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	10,079,149	7,574,149	694,149	4,789,149	7,297,149	11,753,149

Financial Plan Assumptions						
	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Financial Assumptions						
General Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Labor Inflation	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
Material/Energy Inflation	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Construction Inflation	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Interest Earnings	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Cust. Growth (SSUs)	50	50	50	50	50	50
Wastewater Mitigation Impact Fee					\$ 8,420	\$ 8,760
Residential 3/4"	\$ 1,720	\$ 1,720	\$ 1,720	\$ 1,720		
Non-Residential 3/4"	4,225	4,225	4,225	4,225		

**City of Lodi -- Wastewater Utility
Current and Proposed Wastewater Rates**

	Current	July 2015
Percent Increase		2.5
Flat Rates (\$/month)		
1 Bedroom	\$ 27.22	\$ 27.90
2 Bedroom	\$ 36.29	\$ 37.20
3 Bedroom	\$ 45.36	\$ 46.49
4 Bedroom	\$ 54.43	\$ 55.79
5 Bedroom	\$ 63.51	\$ 65.10
6 Bedroom	\$ 72.58	\$ 74.39
7 Bedroom	\$ 81.65	\$ 83.69
Mobile Homes		
Any Size	\$ 27.22	\$ 27.90
Schools		
18 Students per SSU	\$ 35.30	\$ 36.18
Usage-Based Rates (1)		
Monthly Usage Charge (\$/CCF) (1)	\$ 2.82	\$ 2.89
3/4" Meter Charge per month	\$ 24.78	\$ 25.40
1" Meter Charge per month	\$ 39.92	\$ 40.92
1 1/2" Meter Charge per month	\$ 77.13	\$ 79.06
2" Meter Charge per month	\$ 121.30	\$ 124.33
3" Meter Charge per month	\$ 226.62	\$ 232.29
4" Meter Charge per month	\$ 376.12	\$ 385.52
6" Meter Charge per month	\$ 749.54	\$ 768.28
8" Meter Charge per month	\$ 1,197.81	\$ 1,227.76

Notes:

(1) Winter water usage determined as average monthly usage from December through February.



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for June 1, 2016, to Consider Adopting Resolution Adopting 2015 Urban Water Management Plan Update

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set Public Hearing for June 1, 2016, to consider adopting resolution adopting 2015 Urban Water Management Plan Update.

BACKGROUND INFORMATION: On August 19, 2015, City Council approved an agreement with RMC Water and Environment, of Walnut Creek, to prepare the 2015 Urban Water Management Plan (UWMP) update. State law requires the UWMP be updated by all water suppliers every five years. The City Council adopted the current UWMP on August 3, 2011.

The UWMP documents the City's plan to ensure adequate water supplies will meet existing and future water demands under a range of water supply conditions, including water shortages. The 2015 UWMP also includes information on the City's progress towards the 20 percent by 2020 conservation requirement of the Water Conservation Bill of 2009 (SB X7-7).

A summary of the 2015 UWMP, including the City's progress towards achieving the 2020 conservation targets, will be presented by RMC Water and Environment at the public hearing, scheduled for the June 1, 2016 Council meeting. The 2015 UWMP Guidebook for preparing the update was released by the State in March 2016. The due date for the submittal of the adopted 2015 UWMP update is July 1, 2016. The draft 2015 UWMP was made available to the public on April 11, 2016.

FISCAL IMPACT: By maintaining an updated Urban Water Management Plan, in accordance with State requirements, the City of Lodi remains eligible for various grant funding sources.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
CES/KG/trb

cc: Lance Roberts, Utilities Manager

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Public Hearing to Consider Adopting a Resolution Approving the 2016-17 Annual Action Plan for the Community Development Block Grant Program

MEETING DATE: May 4, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Public Hearing to consider a Resolution approving the 2016-17 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

BACKGROUND INFORMATION: The Action Plan is the annual implementing document for the 2014-2018 Consolidated Plan and provides a detailed description of each activity proposed for the fiscal year, as well as the City’s CDBG budget and goals for the fiscal year.

2016-17 Funding Allocation

The City will receive \$613,959 in CDBG funds for Fiscal Year 2016/17 from the U.S. Department of Housing and Urban Development (HUD). The City Council has a policy of allocating 40 percent of the annual CDBG award (net of administrative costs) to community-based organizations (CBOs), with the remainder going to City projects. There is a 15-percent Public Service Cap on the overall allocation for 2016-17.

The distribution of funds will be as follows:

City projects	\$294,701
CBO projects	\$196,467
Administration	\$122,791 <i>(20% of the 2016-17 Annual allocation)</i>
TOTAL	\$613,959
15% Service Cap	\$ 92,093

At the completion of an application period that ran from December 8, 2015 to February 10, 2016, the City received a total of 10 applications from community-based organizations (CBO’s) requesting a total of \$199,582. A detail of those CBO funding requests is attached as Exhibit A.

Using a combination of CDBG and other funding sources, the City’s key objectives for the 2016 funding period include the following:

- Increase the supply of affordable housing;
- Improve the condition of the City’s housing stock;
- Improve public facilities benefiting low-income areas and targeted low-income populations.
- Remove blighting influences in low-income areas;

APPROVED: _____
Stephen Schwabauer, City Manager

- Support community organizations to make improvements to their facilities;
- Assist community-based organizations to provide fair housing and basic needs programs to target-income residents;
- Provide supportive assistance to at-risk youth and their families that have been impacted by gang violence in the community; and
- Expand financial opportunities for lower-income individuals and families.

CDBG Funding Recommendations

For planning and administrative activities, an allocation of \$122,791 (20 percent of the CDBG allocation) is recommended to cover the costs of managing the CDBG Program and to provide fair housing counseling services provided by San Joaquin Fair Housing. Remaining funding recommendations are grouped into the following categories:

- Affordable Housing,
- City Service Programs,
- CBO Capital Projects, and
- CBO Service Programs.

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

PROGRAM ADMINISTRATION (\$122,791)

- CDBG Program Admin Activities (\$104,791)
- San Joaquin Fair Housing (\$18,000)

AFFORDABLE HOUSING SET-ASIDE (\$360,701)

- CBO Housing Project (\$100,000)
- Housing Rehab/Emergency Repair Program (\$135,000)
- Down Payment Assistance Loan Program (\$125,701)

CITY SERVICE PROGRAMS (\$34,000)

- Graffiti Abatement (\$32,000)
- LodiGRIP Program (\$2,000)

CBO CAPITAL PROJECTS (\$38,374)

- Housing Authority - 719 S. Washington Project – Phase IV (\$27,000)
- Grace & Mercy Foundation – Phase II ADA Improvements (\$11,374)

CBO SERVICE PROGRAMS (\$58,093)

- Second Harvest Food Bank - Food Assistance Programs (\$7,000)
- Community Partnership for Families – LodiGRIP Support (\$44,093)
- LOEL Center – Meals on Wheels Program (\$7,000)

Special Projects/Activities

An additional element of the 2016-17 Annual Action Plan is for Council to continue to authorize the City to pursue the following special project and/or activities to address priority needs identified in the Consolidated Plan:

- Establish Neighborhood Revitalization Strategy Area (NRSA) – A tool for neighborhood revitalization that provides benefits for administering CDBG funding in targeted areas, encourages public and private investment in the community, and builds stronger relationships with neighborhood stakeholders including residents, businesses, nonprofit organizations, elected officials, law enforcement, and faith organizations that have a chance to find out that their individual interests often coincide; and

The Community Development Department – Neighborhood Services Division has been engaged in a community outreach effort for the past several months that utilizes the Asset-Based Community Development (ABCD) methodology to identify community resources that can be supported and expanded to address poverty. The results of this outreach effort and community survey will likely be brought back to Council in September of 2016 for consideration in the establishment of the NRSA.

Public Comment Period

The draft Annual Action Plan document has been available for public review and comment since April 4, 2016. Aside from those offered at the Public Hearing on March 16, 2016, the only comments received to date have been from the Lodi Improvement Committee (LIC), which voiced support for the Annual Action Plan, especially the concept of establishing a Neighborhood Revitalization Strategy Area.

Next Steps

The approved Annual Action Plan document must be submitted to HUD no later than May 15, 2016 in order for the City to receive funding beginning July 1, 2016.

Staff will begin developing program guidelines for both the Housing Rehab/Emergency Repair Program and the Down Payment Assistance Loan Program. Those guidelines will be brought back to Council for review and adoption as quickly as possible so that we can begin marketing the programs.

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

FUNDING AVAILABLE: \$613,959 – 2016-17 Community Development Block Grant allocation.

Jordan Ayers, Deputy City Manager

Stephen Schwabauer
Community Development Director

SUMMARY AND RANKING OF 2016-17 CBO APPLICATIONS

Applicant	Project/Program	Base Score	Bonus Score	Total Score	Amount Requested	Public Service	Capital Improvement	Affordable Housing	Program Administration
COMMUNITY-BASED ORGANIZATION APPLICATIONS									
Second Harvest	Hunger Relief Programs - Funding for the operation of the Food Assistance Program, the Senior Brown Bag Program, and the Food 4 Thought Program.	94	6	100	10,000.00	7,000.00			
Community Partnership for Families of San Joaquin	LodiGRIP - Youth and Family Supportive Services CPFSJ will maintain a Youth Success Team Partnership with the Lodi GRIP/JDP program. The purpose of the Youth Success Team Partnership is to enable CPFSJ and other youth service providers to efficiently convene and coordinate multi-disciplinary services to high risk, gang involved youth and their families.	84	13	97	50,000.00	43,168.00			
LOEL Foundation	LOEL Serves Meals on Wheels The LOEL Serves Meals on Wheels program helps homebound seniors remain independent as long as possible by delivering a hot nutritious meal daily to their home.	90	3	93	10,000.00	7,000.00			
Salvation Army	Tutoring and Mentoring Program - An after-school program during the school year and a Summer Day Camp program during summer break that is run out of the Salvation Army Lockeford Street facility. The program will focus on tutoring, mentoring, character building, crafts and sports/recreational activities. The program is expanding to offer English Language Development to non-English speaking individuals within the community.	78	13	91	30,000.00	-			
One-Eighty Youth Programs	LodiGRIP - Why Try Program An evidence-based program operated on the high school campuses that helps identify high-risk students and teaches them self-awareness, self-discipline, self-motivation and how to find healthy support systems.	78	13	91	23,200.00	-			
Women's Center Youth and Family Services	Services for Survivors of Domestic Violence and Sexual Assault - Women's Center-Youth & Family Services (WCYFS) Lodi Office serves victims of domestic violence and sexual assault from the Lodi area. The Lodi Office is centrally located at 29 South Washington Street in Lodi, and is easily accessible by public transportation. Domestic violence victims from the Lodi area are also served by DAWN (Directions for Abused Women in Need), an undisclosed shelter for battered women and their children located in Stockton.	84.5	4	88.5	20,000.00	-			
San Joaquin Fair Housing	Fair Housing Services - HUD-mandated counseling services and outreach to tenants, property owners and property managers to satisfy HUD/CDBG requirement for affirmatively furthering fair housing.	74	10	84	18,000.00	-			18,000.00
Emergency Food Bank and Family Services	Mobile Farmers' Market program - The MFM is an existing program that provides access to fresh fruits and vegetables, healthy cooking demonstrations and health and nutrition-related information to low-income residents.	79.5	3	82.5	1,500.00	-			
Housing Authority of the County of San Joaquin	719 S. Washington - Phase IV Site Improvements - Continuation of project at 719 S. Washington, a six-unit apartment complex owned and operated by the Housing Authority. The Housing Authority is proposing to use the funding to install a washer and dryer connection, which includes a wall vent and drain hose and repair the storm drain in the parking lot to prevent ponding and back up. The storm drain will require removing approximately fifteen feet of driveway to overhaul the storm drain for proper drainage.	75	3	78	27,000.00		27,000.00		
Grace & Mercy Charitable Foundation	ADA Improvements - Phase II - Grace and Mercy operates a food bank and cafe. Their aim is to provide cooked, nutritional lunches to those in need twice weekly, as well as, food bags with fresh produce, dairy, and special dietary items three times a week. Last year they were awarded CDBG funding to begin ADA improvements to the site and buildings. Total costs will exceed the 2015-16 allotment, so the work will be done in phases. They are seeking additional funding to complete the upgrades.	85	14	99	10,000.00	-	11,374.00		

SUMMARY 2016-17 CITY PROGRAMS AND SERVICES

Department	Project/Program	Amount Requested	Public Service	Capital Improvement
CITY ACTIVITIES				
Public Works Dept.	Graffiti Abatement Cost for abatement of graffiti from public and private property within the "CDBG Target Area" made up of census tracts within the City where over 51% of the individuals have incomes of 80% of the median income or less.	32,000.00	32,000.00	-
Community Development	LodiGRIP Gang Reduction Intervention Prevention Program - Funding to cover expenses for referrals of at-risk youth and their families to counseling for anger management, substance abuse and gang recognition, for tattoo removal and other eligible expenses.	2,000.00	2,000.00	-
Department	Project/Program	Amount Requested	City Activity	CBO Activity
CITY ACTIVITIES				
Community Development	Affordable Housing Set-Aside - Funding for the following affordable housing program activities:	360,701.00	260,701.00	100,000.00
	CBO Affordable Housing Project - Funding to a local community-based organization for the acquisition and/or rehabilitation of a dwelling to create an affordable housing unit. The Salvation Army is currently working on receiving a donated, vacant single-family dwelling that would be rehabilitated for use as transitional housing. In event that project does not materialize, the funding would be made available to one of our other local community-based organizations for a similar project.		-	100,000.00
	Housing Rehabilitation/Emergency Repair Program - Program would provide funding to seniors and low-income homeowners to assist with emergency repairs and modest housing rehabilitation activities. Small amounts could be made available as grants for emergency repairs, while rehabilitation projects would be offered as low-interest loans.		135,000.00	-
	Down Payment Assistance Loan Program - o This will provide low-interest loans to qualified, low- to moderate- income, first-time homebuyers anywhere in any part of the city.		125,701.00	-

2016-17

CITY MANAGER'S RECOMMENDATIONS FOR CDBG FUNDING

2016-17 CDBG Allocation

Program Administration (20%)

City Program Admin Activities
San Joaquin Fair Housing (84)

\$122,791

\$613,959

(\$104,791)

(\$18,000)

Total Funding Available

\$491,168

Affordable Housing Set-Aside

CBO Affordable Housing Project
Housing Rehab/Emergency Repair Program
Down Payment Assistance Program

\$100,000

\$125,000

\$125,000

2016-17 CDBG Allocation

60% City Set-Aside

40% CBO Set-Aside

Cap Distribution

15% Public Services

\$294,701

\$196,467

\$92,093

\$100,000

\$100,000

\$125,000

\$135,000

\$125,000

\$125,701

City Service Programs

Graffiti Abatement
LodiGRIP

\$32,000

\$2,000

\$32,000

\$2,000

\$32,000

\$2,000

CBO Projects

Housing Authority - 719 S. Washington Phase IV(78)
Grace & Mercy Foundation - Phase 2 ADA (77.5)

\$27,000

\$10,000

\$27,000

\$11,374

CBO Service Programs

Second Harvest Food Bank (100)
Community Partnership - LodiGRIP Support (97)
LOEL Foundation - Meals on Wheels Program (93)
SA - Tutoring-Mentoring Program (91)
One-Eighty Teen - LodiGRIP Why Try Program (91)
Women's Center YFS - DV/SA Services (88.5)
EFB - Mobile Farmer's Market (82.5)

\$10,000

\$50,000

\$10,000

\$30,000

\$23,000

\$20,000

\$1,500

\$7,000

\$44,093

\$7,000

\$0

\$0

\$0

\$0

\$7,000

\$44,093

\$7,000

\$0

\$0

\$0

\$0

\$565,500

\$294,701

\$196,467

\$92,093

\$0

\$0

\$0

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE 2016-17 ANNUAL ACTION PLAN FOR THE FEDERAL
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) funds as an entitlement community for Fiscal Year 2016/17 Federal allocation; and

WHEREAS, the City of Lodi has been notified that the 2016-17 CDBG allocation is \$613,959; and

WHEREAS, the City of Lodi has held, with proper notification, a public hearing at the City Council meeting of May 4, 2016, to receive comments and proposals from the public regarding the projected use of CDBG funds and provided the public with adequate information concerning the amount of funds available for community development activities, the range of eligible activities, and other important requirements; and

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

WHEREAS, staff therefore recommends the following allocations:

PROGRAM ADMINISTRATION (\$122,791)

- CDBG Program Administrative Activities (\$104,791)
- San Joaquin Fair Housing (\$18,000)

AFFORDABLE HOUSING SET-ASIDE (\$360,701)

- CBO Housing Project (\$100,000)
- Housing Rehab/Emergency Repair Program (\$135,000)
- Down Payment Assistance Loan Program (\$125,701)

CITY SERVICE PROGRAMS (\$34,000)

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CBO CAPITAL PROJECTS (\$38,374)

- Housing Authority – 719 South Washington Project – Phase IV (\$27,000)
- Grace & Mercy Foundation – Phase II ADA Improvements (\$11,374)

CBO SERVICE PROGRAMS (\$58,093)

- Second Harvest Food Bank – Food Assistance Programs (\$7,000)
- Community Partnership for Families – LodiGRIP Support (\$44,093)
- LOEL Center – Meals on Wheels Program (\$7,000)

WHEREAS, the City Council for the City of Lodi wishes to include within the 2016-17 Annual Action Plan the authorization for the City to pursue the following special project and activities to address priority needs identified in the Consolidated Plan:

- Establish Neighborhood Revitalization Strategy Area that would provide benefits for administering CDBG funding in targeted areas, encourage public and private investment in the community, and build stronger relationships with neighborhood stakeholders including residents, businesses, nonprofit organizations, elected officials, law enforcement, and faith organizations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the Annual Action Plan which includes the recommended 2016-17 Federal allocations of CDBG funds to the projects recommended by staff in the amount of \$613,959 as indicated above, and the authorization to pursue the creation of a Neighborhood Revitalization Strategy Area.

Dated: May 4, 2016

=====

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

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

PUBLISH (DATES): April 20, 2016

ACCT#: 20104930

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

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

DATE: April 18, 2016 ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager

LEGAL NOTICE

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

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, May 4, 2016 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider the Community Development Block Grant (CDBG) Program 2016/17 Annual Action Plan (AAP) development process and to receive input regarding community needs and funding priorities. The City will receive \$613,959 in CDBG funds for 2016/17.

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

As a recipient of Community Development Block Grant (CDBG) funding, the City has developed an Action Plan that describes the activities proposed to be funded in 2016/17. The Action Plan generally describes how the City will utilize program funds for eligible activities during the fiscal year. The Action Plan can be amended as needed to reallocate funds to housing and community development activities.

Planning documents have been available to the public for at least 30 days before adoption by the City Council. The documents were released on April 4, 2016 for public review and comment.

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

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

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

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

Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager

Joseph Wood

Dated: April 20, 2016

AVISO LEGAL

AVISO DE AUDIENCIA PÚBLICA PARA LA DISCUSIÓN DEL PROGRAMA DE DESARROLLO COMUNITARIO BLOCK GRANT

LA CIUDAD DE LODI

DEPARTAMENTO DE DESARROLLO COMUNITARIO

Aviso de Audiencia Pública Para La Discusión del Programa de Subsidios Globales para el Desarrollo Comunitario

CON LA PRESENTE SE NOTIFICA que una audiencia pública se llevará a cabo el Miércoles, 4 de mayo 2016 a las 7:00 pm o tan pronto como el asunto podrá ser oído, en el Consejo de Cámaras de la ciudad de Lodi, 305 West Pine Street, Lodi, CA 95241 a fin de considerar el proceso de desarrollo (CDBG) Plan de Acción del Programa Anual 2016/17 de Community Development Block Grant, y recibir aportaciones en relación con las necesidades de la comunidad y las prioridades de financiación. La Ciudad recibirá \$ 613,959 en fondos CDBG para 2016/17.

El programa CDBG proporciona fondos para actividades que beneficien a las personas de bajos ingresos, eliminan los barrios marginales o tizón, o sirven a una necesidad urgente. Las actividades elegibles incluyen la adquisición de propiedades, mejoras públicas, rehabilitación de viviendas, el desarrollo económico, y los servicios públicos.

Como beneficiario de fondos del Desarrollo Comunitario (CDBG), la Ciudad ha desarrollado un plan de acción que describe las actividades propuestas para ser financiadas en 2016-17. El plan de acción en general describe cómo el se va a utilizar los fondos del programa en actividades elegibles durante el año fiscal. El plan de acción puede modificarse según sea necesario para reasignar fondos a las actividades de vivienda y desarrollo comunitario.

Los documentos de planificación han estado disponible para el público por al menos 30 días antes del aprobación por el Ayuntamiento. Los documentos estaban disponibles el 4 de abril 2016 para revisión y comentarios públicos.

El propósito de esta audiencia pública será el de dar a los ciudadanos la oportunidad de hacer saber sus comentarios respecto a las necesidades de la comunidad y las posibles actividades que se financiarán en el marco del programa CDBG. Si usted no puede asistir a la audiencia pública, puede dirigir sus comentarios a la Secretaría de la Ciudad, Ciudad de Lodi, PO Box 3006, Lodi, CA 95241 escrito, o usted puede llamar por teléfono al (209) 333-6711. Además, la información está disponible para su revisión en Lodi City Hall (221 West Pine Street) entre las horas de 8:00 am y 5:00 pm de lunes a viernes.

Aviso de no discriminación por motivos de discapacidad y adaptación razonable

La Ciudad promueve la equidad de vivienda y hace que todos sus programas disponibles para familias de bajos y moderados ingresos sin importar la edad, raza, color, religión, sexo, origen nacional, orientación sexual, estado civil o discapacidad.

La ciudad de Lodi no discrimina en la admisión o acceso a, o tratamiento o empleo en sus programas y actividades que reciben asistencia federal sobre la base de la discapacidad. Los ajustes razonables serán puestos a disposición de las personas con discapacidad que lo soliciten. Traductores / Servicios de traducción están disponibles bajo petición. Todas las preguntas, inquietudes o solicitudes relacionadas con estos avisos se deben dirigir a la siguiente persona:

Joseph Wood, (209) 333 a 6800 x2467.
Servicios a los Vecindarios Gerente
Joseph Wood

Fecha: 20 de abril 2016



DECLARATION OF POSTING

PUBLIC HEARING FOR DISCUSSION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, April 21, 2016, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing for discussion of the Community Development Block Grant program (attached and marked as Exhibit A), was posted at the following locations:

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

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

Executed on April 21, 2016, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**

Pamela M. Farris

PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK



LEGAL NOTICE

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

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

As a recipient of Community Development Block Grant (CDBG) funding, the City has developed an Action Plan that describes the activities proposed to be funded in 2016/17. The Action Plan generally describes how the City will utilize program funds for eligible activities during the fiscal year. The Action Plan can be amended as needed to reallocate funds to housing and community development activities.

Planning documents have been available to the public for at least 30 days before adoption by the City Council. The documents were released on April 4, 2016 for public review and comment.

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

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Joseph Wood, (209) 333-6800 x2467.

Neighborhood Services Manager

Joseph Wood

Dated: April 20, 2016

AVISO LEGAL

AVISO DE AUDIENCIA PÚBLICA PARA LA DISCUSIÓN DEL PROGRAMA DE DESARROLLO COMUNITARIO BLOCK GRANT

LA CIUDAD DE LODI

DEPARTAMENTO DE DESARROLLO COMUNITARIO

Aviso de Audiencia Pública Para La Discusión del Programa de Subsidios Globales para el Desarrollo
Comunitario

CON LA PRESENTE SE NOTIFICA que una audiencia pública se llevará a cabo el Miércoles, 4 de mayo 2016 a las 7:00 pm o tan pronto como el asunto podrá ser oído, en el Consejo de Cámaras de la ciudad de Lodi, 305 West Pine Street, Lodi, CA 95241 a fin de considerar el proceso de desarrollo (CDBG) Plan de Acción del Programa Anual 2016/17 de Community Development Block Grant, y recibir aportaciones en relación con las necesidades de la comunidad y las prioridades de financiación. La Ciudad recibirá \$ 613,959 en fondos CDBG para 2016/17.

El programa CDBG proporciona fondos para actividades que benefician a las personas de bajos ingresos, eliminan los barrios marginales o tizón, o sirven a una necesidad urgente. Las actividades elegibles incluyen la adquisición de propiedades, mejoras públicas, rehabilitación de viviendas, el desarrollo económico, y los servicios públicos.

Como beneficiario de fondos del Desarrollo Comunitario (CDBG), la Ciudad ha desarrollado un plan de acción que describe las actividades propuestas para ser financiadas en 2016-17. El plan de acción en general describe cómo el se va a utilizar los fondos del programa en actividades elegibles durante el año fiscal. El plan de acción puede modificarse según sea necesario para reasignar fondos a las actividades de vivienda y desarrollo comunitario.

Los documentos de planificación han estado disponible para el público por al menos 30 días antes del aprobación por el Ayuntamiento. Los documentos estaban disponibles el 4 de abril 2016 para revisión y comentarios públicos.

El propósito de esta audiencia pública será el de dar a los ciudadanos la oportunidad de hacer saber sus comentarios respecto a las necesidades de la comunidad y las posibles actividades que se financiarán en el marco del programa CDBG. Si usted no puede asistir a la audiencia pública, puede dirigir sus comentarios a la Secretaría de la Ciudad, Ciudad de Lodi, PO Box 3006, Lodi, CA 95241 escrito, o usted puede llamar por teléfono al (209) 333-6711. Además, la información está disponible para su revisión en Lodi City Hall (221 West Pine Street) entre las horas de 8:00 am y 5:00 pm de lunes a viernes.

Aviso de no discriminación por motivos de discapacidad y adaptación razonable

La Ciudad promueve la equidad de vivienda y hace que todos sus programas disponibles para familias de bajos y moderados ingresos sin importar la edad, raza, color, religión, sexo, origen nacional, orientación sexual, estado civil o discapacidad.

La ciudad de Lodi no discrimina en la admisión o acceso a, o tratamiento o empleo en sus programas y actividades que reciben asistencia federal sobre la base de la discapacidad. Los ajustes razonables serán puestos a disposición de las personas con discapacidad que lo soliciten. Traductores / Servicios de traducción están disponibles bajo petición. Todas las preguntas, inquietudes o solicitudes relacionadas con estos avisos se deben dirigir a la siguiente persona:

Joseph Wood, (209) 333 a 6800 x2467.
Servicios a los Vecindarios Gerente
Joseph Wood

Fecha: 20 de abril 2016



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointment to the Lodi Improvement Committee

MEETING DATE: May 4, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointment to the Lodi Improvement Committee.

BACKGROUND INFORMATION: On February 3, 2016, the City Council directed the City Clerk to post for one expiring term on the Lodi Improvement Committee. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointment.

Lodi Improvement Committee

Sunil Yadav Term to expire March 1, 2019

NOTE: Five applicants (one application seeking reappointment, two applications on file, two new applications); posting ordered 2/3/2016; application deadline 3/14/16.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Steve Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Consider Authorizing Harney Lane Road Closure between Hutchins Street and Stockton Street for the Construction of Harney Lane Grade Separation Project

MEETING DATE: May 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Consider authorizing Harney Lane road closure between Hutchins Street and Stockton Street for the construction of the Harney Lane Grade Separation Project.

BACKGROUND INFORMATION: The contract for Harney Lane Grade Separation Project (Project) was awarded to DeSilva Gates Construction, of Dublin, on November 18, 2015, and is currently underway. The Project includes the construction of a new 88-foot wide, 248-foot long concrete bridge structure over the Union Pacific Railroad track at Harney Lane. Work includes signal modifications (temporary and permanent), drainage and utility installations, street lighting, landscaping, constructing raised medians, curb, gutter and sidewalk, and other incidental and related work, in accordance with the plans and specifications.

The City intended to keep Harney Lane open to traffic for the majority of the 18-month project. Currently, construction constraints and project sequencing require various closures on Harney Lane (east and west of Hutchins Street), totaling 13 weeks, in order to accommodate various phases of the work. These various closures, along with the placement of temporary signals at Stockton Street and Hutchins Street and the addition of substantial construction traffic, coupled with 25 to 30 train crossings per day on this high-traffic volume segment of Harney Lane, has driven staff's recommendation to authorize the road closure during a 15-month construction window. In addition, periodic closures of Harney Lane, west of Hutchins Street, will be performed in two three-week phases.

Staff recommends the continuous closing of Harney Lane to traffic for 15 months, during the 18-month project, as shown on Exhibit A. Staff believes that having one consistent detour for a longer duration will lead to fewer complaints and create safer conditions for the motoring public, as well as construction personnel. Traffic will be detoured to Kettleman Lane and Armstrong Road at Hutchins Street and Stockton Street. Hutchins Street and Stockton Street will remain available to northbound and southbound traffic maintaining access to the adjacent subdivision through Vineyard Drive.

Staff has met with the contractor several times to discuss the benefits of closing Harney Lane. The contractor estimates there will be a cost savings of approximately \$400,000 and a time savings of approximately three months.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: There will be a cost and time savings.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
CS/GW/tdb
Attachment

cc: Deputy Public Works Director/City Engineer
Management Analyst
DeSilva Gates Construction, LP

CAD USER: jdoty
 FILE NAME: HLG5_SC-2
 PLOT DATE: Jul 29, 2015-07:44:54 am
 PATH: V:\Lodi - SA-11126 - Harney Lane-UPRR Grade Separation\CADD\Drawings\

LEGEND

-  CONSTRUCTION THIS STAGE
-  TEMPORARY PAVEMENT THIS STAGE
-  CONSTRUCTION ITEM THIS STAGE
-  DIRECTION OF TRAFFIC

GENERAL NOTES

1. WORK THAT IS NOT IN CONFLICT OR IS NOT NECESSARY FOR STAGING OPERATION CAN BE DONE AT ANY TIME AND IS NOT SHOWN.
2. REFER TO SPECIAL PROVISIONS FOR LIMITATIONS OF WORK PERIODS.
3. PAVEMENT WORK TO BE COMPLETED PRIOR TO STAGE 3 WORK BEGINNING.

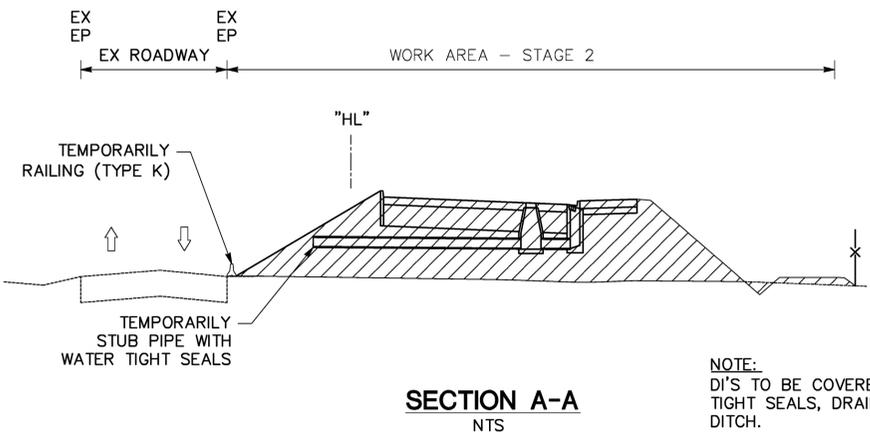
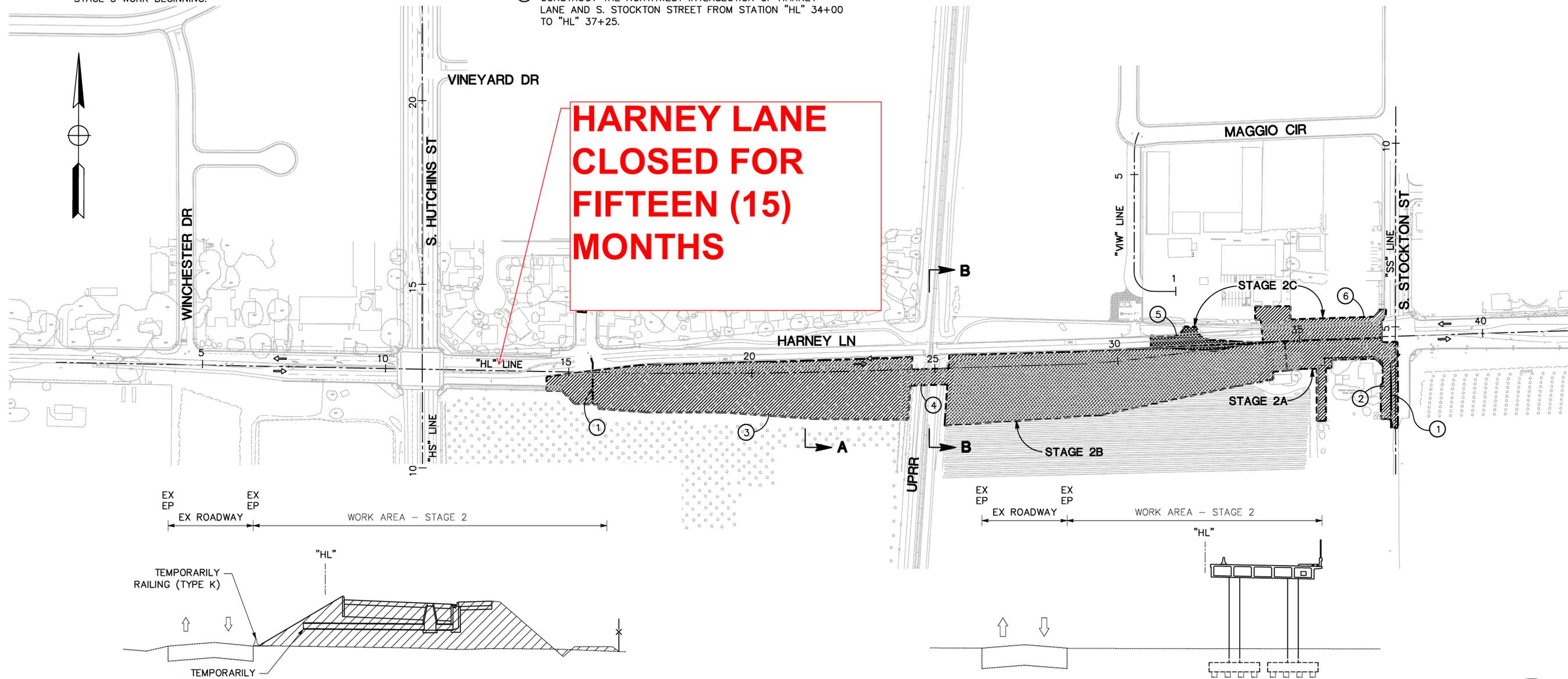
CONSTRUCTION THIS STAGE

- STAGE 2A:**
- ① CONSTRUCT WATER LINE EXTENSIONS.
 - ② CONSTRUCT THE SOUTHWEST INTERSECTION OF HARNEY LANE AND S. STOCKTON STREET FROM STATION STA "HL" 34+59 TO "SS" 2+26.
- STAGE 2B:**
- ③ CONSTRUCT SOUTHERN PORTION OF HARNEY LANE FROM STA "HL" 14+80 TO "HL" 34+59.
 - ④ CONSTRUCT THE SOUTHERN PORTION OF THE UPRR OVERHEAD STRUCTURE.
- STAGE 2C:**
- ⑤ CONSTRUCT TEMPORARY PAVEMENT FROM STA "HL" 30+94 TO "HL" 34+00.
 - ⑥ CONSTRUCT THE NORTHWEST INTERSECTION OF HARNEY LANE AND S. STOCKTON STREET FROM STATION "HL" 34+00 TO "HL" 37+25.

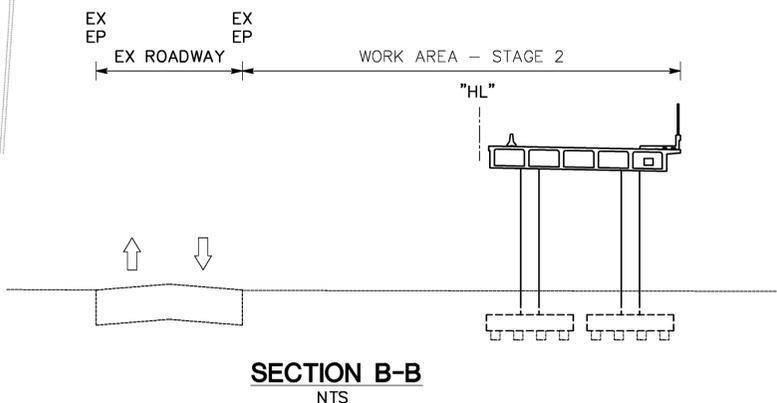
TRAFFIC THIS STAGE

1. TRAFFIC TO REMAIN ON EXISTING HARNEY LANE.

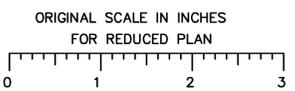
Exhibit A



NOTE:
 DI'S TO BE COVERED IN STAGE 2 WITH WATER TIGHT SEALS, DRAINAGE TO OUTFALL INTO DITCH.

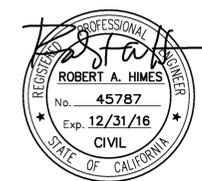


PROJECT: HARNEY LANE
 MILEPOST: 73.98
 SUBDIVISION: FRESNO
 CITY: LODI
 COUNTY: SAN JOAQUIN
 STATE: CA DOT NO.: 752-902P



MARK THOMAS & COMPANY
 7300 FOLSOM BOULEVARD, SUITE 203
 SACRAMENTO, CALIFORNIA 95826
 (916) 381-9100 FAX: (916) 381-9180
 WWW.MARKTHOMAS.COM

PREPARED IN THE OFFICE OF:
MARK THOMAS & COMPANY
 DESIGNED UNDER THE SUPERVISION OF:
 ROBERT A. HIMES RCE 45787



CAUTION	DATE BY	REVISION	NO.
1/2			
DO NOT SCALE DRAWING 1 inch per foot does not measure 1 foot.			
DESIGN	DRAWN	CHECKED	APPROVED
J. EDEN	J. DOTY	A. LEE	
DATE	DATE	DATE	DATE
	7-6-2015		
PROJECT NUMBER	SA-13103		
 CITY OF LODI PUBLIC WORKS DEPARTMENT 221 WEST PINE STREET LODI, CALIFORNIA 95240 PHONE: (209) 333-6716 FAX: (209) 333-6710 E-MAIL: pwdept@lodi.gov WEB SITE: www.lodi.gov			
GRADE SEPARATION HARNEY LANE AT UPRR STAGE CONSTRUCTION (STAGE 2A/2B/2C)			
PRINT DATE	7/29/2015		
PLAN SET	80 OF 182		
SHEET NO.	SC2-1		
DRAWING NO.	D157-80		



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Reclassification of One Senior Administrative Clerk to the Position of Administrative Secretary

MEETING DATE: May 4, 2016

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving reclassification of one Senior Administrative Clerk to the position of Administrative Secretary.

BACKGROUND INFORMATION: The Human Resources Department received a request to conduct a classification study for one Senior Administrative Clerk in the Library. As such, Human Resources conducted a classification study and recommends that the employee be reclassified to the position of Administrative Secretary.

The incumbent requested the reclassification study because she believes she is performing work that is at the level of an Administrative Secretary, rather than a Senior Administrative Clerk. The reclassification study found that the incumbent is performing duties that are in the job description of Administrative Secretary, including providing support to a Department Head, serving as a Secretary to the Library Board and she is serving in the capacity of the office manager. Reclassification of the incumbent to Administrative Secretary is consistent with other departments across the City. The Administrative Secretary classification more accurately reflects the duties being performed.

Staff recommends the reclassification of one Senior Administrative Clerk to Administrative Secretary, retro-active to July 20, 2015, which is the date of the request. The Administrative Secretary salary range is \$43,044.39 - \$52,320.77, which is approximately 20 percent above the current salary range for the Senior Administrative Clerk. Staff conferred with AFSCME - General Services Unit and they concur with the request to reclassify one Senior Administrative Clerk to Administrative Secretary.

FISCAL IMPACT: The annual increase would be approximately \$3,000, including benefits.

FUNDING AVAILABLE: Funding available from the department's operating budget.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING RECLASSIFICATION OF ONE SENIOR
ADMINISTRATIVE CLERK POSITION TO
ADMINISTRATIVE SECRETARY
WITHIN THE LIBRARY DEPARTMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the reclassification of one Senior Administrative Clerk position to Administrative Secretary within the Library Department, retroactive to July 20 2015.

Dated: May 4, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a regular meeting held May 4, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolutions Approving Side Letter Agreements Amending the Memorandums of Understanding or Statement of Benefits Between the City of Lodi and a) its Various Bargaining Groups and Confidential Employees, and b) Executive Management, Regarding a One-Time, Non-PERSable Payment to Partially Off-Set Increased Medical Premiums For Employees Who Are Currently Enrolled in One of the City’s Medical Plans and Appropriating Funds in the Amount of \$50,850

MEETING DATE: May 4, 2016

SUBMITTED BY: Human Resources

RECOMMENDED ACTION: Adopt resolutions approving side letter agreements amending the Memorandums of Understanding or Statement of Benefits between the City of Lodi and a) its various bargaining groups and confidential employees, and b) Executive Management, regarding a one-time, non-PERSable payment to partially off-set increased medical premiums for employees who are currently enrolled in one of the City’s medical plans and appropriating funds in the amount of (\$50,850).

BACKGROUND INFORMATION: Members of the AFSCME General Services and Maintenance & Operations Units and representatives from the City successfully negotiated a successor Memorandum of Understanding (MOU), covering January 2015 through December 31, 2017, approved by Council on May 20, 2015. The successor MOUs contain a re-opener provision to discuss increased costs to health care in calendar years 2016 and 2017. Representatives from the City and AFSCME met and conferred over the past several months and have reached a tentative agreement for a one-time payment that will partially off-set the increased costs to the medical premiums for calendar year 2016. The one-time payment would be provided to those employees who are actively enrolled in one of the City’s medical plans and the amount is based on the employee’s current coverage tier as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

Employees who opt out of the City’s medical insurance are not eligible for the one-time payment. Additionally, this side-letter agreement does not change the City’s monthly contribution to medical insurance as defined in the subsequent MOUs and all other elements of the MOUs remain unchanged.

Representatives from the other bargaining units have requested that the City provide the same one-time payment to their members. The City has no obligation to provide this one-time payment to the other bargaining units; however, the City wishes to provide the same benefit to all employees, represented and unrepresented.

Staff recommends that the Council approve the side-letter agreements with the various bargaining units, and extend the same one-time payment to the confidential employees, and Executive Management, and to appropriate funds.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Total cost of the one-time payment for FY 2015/16 is \$92,600 City-wide, General Fund impact is \$50,850.

FUNDING AVAILABLE: Funding for this item within the General Fund will be provided by funds in excess of the General Fund reserve target established by Council. Expenses in other funds is to be absorbed within existing appropriations.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and Lodi Police Dispatchers Association
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and Lodi Police Dispatchers Association (“LPDA”), and is effective as of April 20, 2016.

RECITALS

WHEREAS, the Memorandum of Understanding between LPDA and the City has a term of January 1, 2015 through December 31, 2017 (MOU), and

WHEREAS, the City agreed to provide a one-time, non-PERSable payment to members of General Services and Maintenance & Operators units to partially off-set increased medical insurance premiums for calendar year 2016; and

WHEREAS, the LPDA requested the same one-time payment be provided to their eligible members; and

WHEREAS, the City has agreed to provide to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

Lodi Police Dispatchers Association

Stephen Schwabauer Date
City Manager

Aaron Donato Date
Chief Negotiator, Mastagni Holstedt A.P.C.

Adele Post Date
Human Resources Manager

Jayma Sareeram Date
President, LPDA

ATTEST:

Jennifer M. Ferraiolo Date
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and AFSCME Representing Members of the
General Services and Maintenance & Operators Units
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and AFSCME representing members in General Services and Maintenance & Operators units, and is effective as of April 20, 2016.

RECITALS

WHEREAS, the General Services and Maintenance & Operators Memorandums of Understanding between AFSCME and the City have terms of January 1, 2015 through December 31, 2017 (MOUs), and

WHEREAS, the General Services and Maintenance & Operators MOUs contain re-opener clauses, Article XXI, Section 21.3 of the General Services MOU and Article XXIV, Section 24.6 of the Maintenance & Operators MOU, solely limited to determining the amount the City will contribute towards employee health plan premiums during the calendar year 2016 and 2017, and

WHEREAS, representatives from the City and from AFSCME have met and conferred in good faith to discuss the increase to medical insurance premiums for calendar year 2016 and agreed to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

A.F.S.C.M.E., Council 57
Local 146-AFL-CIO

Stephen Schwabauer Date
City Manager

Linda Tremble Date
President, AFSCME

Adele Post Date
Human Resources Manager

Cliff Tillman, Jr. Date
Senior Business Agent

ATTEST:

Jennifer M. Ferraiolo Date
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and the Lodi Fire Mid-Management
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and the Lodi Fire Mid-Management (“LFMM”), and is effective as of April 20, 2016.

RECITALS

WHEREAS, the Memorandum of Understanding between LFMM and the City has a term of January 1, 2015 through December 31, 2017 (MOU), and

WHEREAS, the City agreed to provide a one-time, non-PERSable payment to members of General Services and Maintenance & Operators units to partially off-set increased medical insurance premiums for calendar year 2016; and

WHEREAS, the LFMM requested the same one-time payment be provided to their eligible members; and

WHEREAS, the City has agreed to provide to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

Lodi Fire Mid-Management

Stephen Schwabauer Date
City Manager

Ron Penix Date
Representative

Adele Post Date
Human Resources Manager

Gene Stoddart Date
Representative

ATTEST:

Jennifer M. Ferraiolo Date
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and Lodi City Mid-Management Association
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and Lodi City Mid-Management Association (“LCMMA”), and is effective as of April 20, 2016.

RECITALS

WHEREAS, the Memorandum of Understanding between LCMMA and the City has a term of January 1, 2015 through December 31, 2017 (MOU), and

WHEREAS, the City agreed to provide a one-time, non-PERSable payment to members of General Services and Maintenance & Operators units to partially off-set increased medical insurance premiums for calendar year 2016; and

WHEREAS, the LCMMA requested the same one-time payment be provided to their eligible members; and

WHEREAS, the City has agreed to provide to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

Lodi City Mid-Management Association

Stephen Schwabauer Date
City Manager

Gary Wiman Date
President, LCMMA

Adele Post Date
Human Resources Manager

Julia Tyack Date
Secretary, LCMMA

ATTEST:

Jennifer M. Ferraiolo Date
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and the Lodi Professional Firefighters
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and the Lodi Professional Firefighters (“LPF”), and is effective as of April 20, 2016.

RECITALS

WHEREAS, the Memorandum of Understanding between LPF and the City has a term of January 1, 2015 through December 31, 2017 (MOU), and

WHEREAS, the City agreed to provide a one-time, non-PERSable payment to members of General Services and Maintenance & Operators units to partially off-set increased medical insurance premiums for calendar year 2016; and

WHEREAS, the LPF requested the same one-time payment be provided to their eligible members; and

WHEREAS, the City has agreed to provide to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

Lodi Professional Firefighters

Stephen Schwabauer Date
City Manager

Justin Porter Date
President, LPF

Adele Post Date
Human Resources Manager

Bill Broderick Date
Vice President, LPF

ATTEST:

Jennifer M. Ferraiolo Date
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and Police Officers Association of Lodi
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and the Police Officers Association of Lodi (“POAL”), and is effective as of April 20, 2016.

RECITALS

WHEREAS, the Memorandum of Understanding between POAL and the City has a term of January 1, 2015 through December 31, 2017 (MOU), and

WHEREAS, the City agreed to provide a one-time, non-PERSable payment to members of General Services and Maintenance & Operators units to partially off-set increased medical insurance premiums for calendar year 2016; and

WHEREAS, the POAL requested the same one-time payment be provided to their eligible members; and

WHEREAS, the City has agreed to provide to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

Police Officers Association of Lodi

Stephen Schwabauer Date
City Manager

Nathan Woods Date
President, POAL

Adele Post Date
Human Resources Manager

Ryan La Rue Date
Negotiator

ATTEST:

MASTAGNI HOLSTEDT, A.P.C.

Jennifer M. Ferraiolo Date
City Clerk

Dennis Wallach Date
Chief Negotiator, Mastagni Holstedt A.P.C

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and the Lodi Police Mid-Management Organization
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and the Lodi Police Mid-Management Organization (“LPMO”), and is effective as of April 20, 2016.

RECITALS

WHEREAS, the Memorandum of Understanding between LPMO and the City has a term of January 1, 2015 through December 31, 2017 (MOU), and

WHEREAS, the City agreed to provide a one-time, non-PERSable payment to members of General Services and Maintenance & Operators units to partially off-set increased medical insurance premiums for calendar year 2016; and

WHEREAS, the LPMO requested the same one-time payment be provided to their eligible members; and

WHEREAS, the City has agreed to provide to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

Lodi Police Mid-Management Organization

Stephen Schwabauer Date
City Manager

Fernando Martinez Date
Negotiator

Adele Post Date
Human Resources Manager

Shad Canestrino Date
Negotiator

ATTEST:

Jennifer M. Ferraiolo Date
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

**Side Letter Agreement Amending the Memorandums of Understanding
Between the City of Lodi and Local 1245 International Brotherhood of Electrical Workers
January 1, 2015 – December 31, 2017**

This Side Letter Agreement is entered into between the City of Lodi, a municipal corporation (“City”), and Local 1245 International Brotherhood of Electrical Workers (“IBEW”), and is effective as of April 20, 2016.

RECITALS

WHEREAS, the Memorandum of Understanding between IBEW and the City has a term of January 1, 2015 through December 31, 2017 (MOU), and

WHEREAS, the City agreed to provide a one-time, non-PERSable payment to members of General Services and Maintenance & Operators units to partially off-set increased medical insurance premiums for calendar year 2016; and

WHEREAS, IBEW requested the same one-time payment be provided to their eligible members; and

WHEREAS, the City has agreed to provide to the following:

The City will provide a one-time, non-PERSable payment to partially off-set increased medical insurance premiums for employees who are actively enrolled in one of the City’s medical plans during the calendar year 2016;

This one-time payment does not affect the maximum amount the City will contribute towards medical premiums;

Employees who waive or opt-out of the City’s medical insurance will not be eligible for this one-time payment;

Eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Side Letter Agreement;

The one-time payment will be processed in a lump-sum manner along with a regularly scheduled pay check within two pay periods of the approval of this Side Letter Agreement by City Council; and

The one-time payment will be based on the employee’s medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

IBEW LOCAL 1245

Stephen Schwabauer Date
City Manager

Charley Souders Date
Business Representative

Adele Post Date
Human Resources Manager

Danny Souza Date
Utility Equipment Specialist

ATTEST:

Jennifer M. Ferraiolo Date
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich Date
City Attorney

1. BA# _____
 2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	5/4/16
4. DEPARTMENT/DIVISION:	City Manager		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Fund Balance	\$ 50,850.00
B. USE OF FINANCING	100	10005000	71001	City Clerk	\$ 700.00
	100	10010000	71001	City Manager	\$ 1,200.00
	100	10015000	71001	City Attorney	\$ 850.00
	100	10020203	71001	Internal Services	\$ 6,150.00
	100	10031004	71001	Police	\$ 25,050.00
	100	10041000	71001	Fire	\$ 13,250.00
	100	10050500	71001	Public Works	\$ 3,650.00

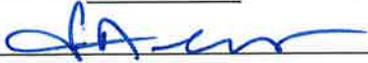
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Increasing Salary and Benefit costs associated with a one-time non-PERSable payment to all bargaining groups for a partial reimbursement of increased medical costs for 2016

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

Meeting Date: 5/4/16 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____ 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date

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

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
SIDE-LETTER AGREEMENTS BETWEEN THE CITY OF LODI
AND ITS VARIOUS BARGAINING GROUPS AND
CONFIDENTIAL EMPLOYEES, REGARDING A ONE-TIME,
NON-PERSABLE PAYMENT TO PARTIALLY OFF-SET
INCREASED MEDICAL PREMIUMS FOR EMPLOYEES WHO
ARE CURRENTLY ENROLLED IN ONE OF THE CITY'S
MEDICAL PLANS AND APPROPRIATING FUNDS

=====

WHEREAS, Council approved revisions to the Memorandums of Understanding with AFSCME General Services and Maintenance and Operators units, January 1, 2015 through December 31, 2017, which included a re-opener provision to discuss increased costs to health care in calendar years 2016 and 2017; and

WHEREAS, representatives from the City and AFSCME reached a tentative agreement for a one-time payment that will partially off-set the increased costs to the medical premiums for calendar year 2016; and

WHEREAS, this one-time payment does not affect the maximum amount the City will contribute towards medical premiums; and

WHEREAS, employees who waive or opt-out of the City's medical insurance will not be eligible for this one-time payment; and

WHEREAS, eligible employees must have been hired by the City on or before January 1, 2016, and must be an active employee at the time the City Council approves this Resolution; and

WHEREAS, the one-time payment will be processed in a lump-sum manner along with a regularly-scheduled pay check within two pay periods of the approval; and

WHEREAS, the one-time payment will be based on the employee's medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150
Employee Plus One	\$300
Employee Plus Family	\$400

WHEREAS, representatives from the other bargaining units requested that the City provide the one-time payment to their members; and

WHEREAS, the City desires to provide the same one-time payment to all employees, represented and Confidential.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve side-letter agreements with the various bargaining units to provide a one-time, non-PERSable, lump-sum payment to partially off-set increased medical insurance premiums for calendar year 2016, and extend the same one-time payment to unrepresented Confidential Employees; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Adjustment Request Form.

Date: May 4, 2016

=====

I hereby certify that Resolution No. 2016-____ was passed and adopted by the Lodi City Council in a regular meeting held May 4, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2016-____

1. BA# _____
 2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	5/4/16
4. DEPARTMENT/DIVISION:	City Manager		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Fund Balance	\$ 50,850.00
B. USE OF FINANCING	100	10005000	71001	City Clerk	\$ 700.00
	100	10010000	71001	City Manager	\$ 1,200.00
	100	10015000	71001	City Attorney	\$ 850.00
	100	10020203	71001	Internal Services	\$ 6,150.00
	100	10031004	71001	Police	\$ 25,050.00
	100	10041000	71001	Fire	\$ 13,250.00
	100	10050500	71001	Public Works	\$ 3,650.00

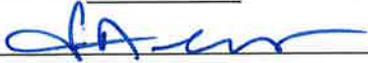
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Increasing Salary and Benefit costs associated with a one-time non-PERSable payment to all bargaining groups for a partial reimbursement of increased medical costs for 2016

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

Meeting Date: 5/4/16 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____ 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

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

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING A ONE-TIME, NON-PERSABLE PAYMENT TO EXECUTIVE MANAGEMENT EMPLOYEES TO PARTIALLY OFF-SET INCREASED MEDICAL PREMIUMS FOR EMPLOYEES WHO ARE CURRENTLY ENROLLED IN ONE OF THE CITY'S MEDICAL PLANS AND APPROPRIATING FUNDS

WHEREAS, Council approved side-letter agreements with the various bargaining units to provide a one-time, nonPERSable payment to partially off-set the increased costs to the medical premiums for calendar year 2016; and

WHEREAS, this one-time payment does not affect the maximum amount the City will contribute towards medical premiums; and

WHEREAS, employees who waive or opt-out of the City's medical insurance will not be eligible for this one-time payment; and

WHEREAS, eligible employees must have been hired by the City on or before January 1, 2016, and must be an active employee at the time the City Council approves this Resolution; and

WHEREAS, the one-time payment will be processed in a lump-sum manner along with a regularly-scheduled pay check within two pay periods of the approval; and

WHEREAS, the one-time payment will be based on the employee's medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150
Employee Plus One	\$300
Employee Plus Family	\$400

WHEREAS, the City desires to provide the same one-time payment to Executive Management employees as was provided to the represented employees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a one-time, non-PERSable, lump-sum payment to Executive Management employees to partially off-set increased medical insurance premiums for calendar year 2016; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Adjustment Request Form.

Date: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a regular meeting held May 4, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

1. BA# _____
 2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	5/4/16
4. DEPARTMENT/DIVISION:	City Manager		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Fund Balance	\$ 50,850.00
B. USE OF FINANCING	100	10005000	71001	City Clerk	\$ 700.00
	100	10010000	71001	City Manager	\$ 1,200.00
	100	10015000	71001	City Attorney	\$ 850.00
	100	10020203	71001	Internal Services	\$ 6,150.00
	100	10031004	71001	Police	\$ 25,050.00
	100	10041000	71001	Fire	\$ 13,250.00
	100	10050500	71001	Public Works	\$ 3,650.00

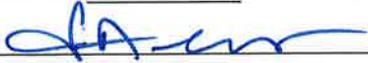
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Increasing Salary and Benefit costs associated with a one-time non-PERSable payment to all bargaining groups for a partial reimbursement of increased medical costs for 2016

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

Meeting Date: 5/4/16 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____ 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

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



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Amending the Statement of Benefits Between the City of Lodi and Council Appointees Regarding a One-Time, Non-PERSable Payment to Partially Off-Set Increased Medical Premiums For Employees Who Are Currently Enrolled in One of the City’s Medical Plans

MEETING DATE: May 4, 2016

SUBMITTED BY: Human Resources

RECOMMENDED ACTION: Adopt resolution amending the Statement of Benefits between the City of Lodi and Council Appointees regarding a one-time, non-PERSable payment to partially off-set increased medical premiums for employees who are currently enrolled in one of the City’s medical plans.

BACKGROUND INFORMATION: Members of the AFSCME General Services and Maintenance & Operations Units and representatives from the City successfully negotiated a successor Memorandum of Understanding (MOU), covering January 2015 through December 31, 2017, approved by Council on May 20, 2015. The successor MOUs contain a re-opener provision to discuss increased costs to health care in calendar years 2016 and 2017. Representatives from the City and AFSCME met and conferred over the past several months and have reached a tentative agreement for a one-time payment that will partially off-set the increased costs to the medical premiums for calendar year 2016. The one-time payment would be provided to those employees who are actively enrolled in one of the City’s medical plans and the amount is based on the employee’s current coverage tier as follows:

Employee Only	\$150.00
Employee Plus One	\$300.00
Employee Plus Family	\$400.00

Employees who opt out of the City’s medical insurance are not eligible for the one-time payment. Additionally, this side-letter agreement does not change the City’s monthly contribution to medical insurance as defined in the subsequent MOUs and all other elements of the MOUs remain unchanged.

Representatives from the other bargaining units have requested that the City provide the same one-time payment to their members. The City has no obligation to provide this one-time payment to the other bargaining units; however, the City wishes to provide the same benefit to all employees, represented and unrepresented.

Staff recommends that Council extend the same one-time payment to the Council Appointees, and to appropriate funds.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT:

Total cost of the one-time payment for FY 2015/16 is \$92,600 City-wide, General Fund impact is \$50,850.

FUNDING AVAILABLE:

Funding for this item within the General Fund will be provided by funds in excess of the General Fund reserve target established by Council. Expenses in other funds is to be absorbed within existing appropriations.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING A ONE-TIME, NON-PERSABLE PAYMENT TO COUNCIL APPOINTEES TO PARTIALLY OFF-SET INCREASED MEDICAL PREMIUMS FOR EMPLOYEES WHO ARE CURRENTLY ENROLLED IN ONE OF THE CITY'S MEDICAL PLANS AND APPROPRIATING FUNDS

=====

WHEREAS, Council approved side-letter agreements with the various bargaining units to provide a one-time, non-PERSable payment to partially off-set the increased costs to the medical premiums for calendar year 2016; and

WHEREAS, this one-time payment does not affect the maximum amount the City will contribute towards medical premiums; and

WHEREAS, employees who waive or opt-out of the City's medical insurance will not be eligible for this one-time payment; and

WHEREAS, eligible employees must have been hired by the City on or before January 1, 2016 and must be an active employee at the time the City Council approves this Resolution; and

WHEREAS, the one-time payment will be processed in a lump-sum manner along with a regularly-scheduled pay check within two pay periods of the approval; and

WHEREAS, the one-time payment will be based on the employee's medical tier that was in place as of March 16, 2016, as follows:

Employee Only	\$150
Employee Plus One	\$300
Employee Plus Family	\$400

WHEREAS, the City desires to provide the same one-time payment to Council Appointees as was provided to the represented employees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a one-time, non-PERSable, lump-sum payment to Council Appointees to partially off-set increased medical insurance premiums for calendar year 2016.

Date: May 4, 2016

=====

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a regular meeting held May 4, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution to Grant Designated Period for Two Years Additional Service Credit in Accordance with Government Code Section 20903

MEETING DATE: May 4, 2016

PREPARED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution to grant designated period for two years additional service credit in accordance with Government Code Section 20903.

BACKGROUND INFORMATION: The anticipated need to further reduce City spending in FY 2016/17 has necessitated the City to explore additional options to reduce staffing. The CalPERS Two Years Additional Service Credit program, as established under California Government Code Section 20903, allows the City (as part of a budget reduction process) to offer a retirement incentive of two years additional service credit to eligible employees who retire within a designated period of time.

The City of Lodi desires to designate a period in which eligible employees who qualify for Two Years Additional Service Credit, based on the amendment to the PERS contract, can retire under the program.

The designated period for the Two Years Additional Service Credit program would be from May 5, 2016 through September 1, 2016, for eligible Miscellaneous members in the specified job classification of Recreation Superintendent.

This resolution grants final approval and completes the process.

FISCAL IMPACT: The cost of this benefit will be amortized over 5 years and included in the City's CalPERS employer contribution rate beginning in FY 2019/2020. The anticipated job vacancy is expected to save the City approximately \$132,375 annually in salary and benefits.

FUNDING AVAILABLE: Funding available from the departments operating budget.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Employer Services Division
Contract Maintenance Unit
PO Box 942709
Sacramento, CA 94229-2709

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 20903**

In accordance with Government Code Section 20903 and the contract between the Public Employees' Retirement System, the City Council of the City of Lodi hereby certifies that:

1. Because of an impending curtailment of, or change in the manner of performing service, the best interests of the agency will be served by granting such additional service credit.
2. The added cost to the retirement fund for all eligible employees who retire during the designated window period will be included in the contracting agency's employer contribution rate for the fiscal year that begins two years after the end of the designated period.
3. It has elected to become subject to Section 20903 because of impending mandatory transfers, demotions, and layoffs that constitute at least 1 percent of the job classification, department or organizational unit, as designated by the governing body, resulting from the curtailment of, or change in the manner of performing, its services.
4. Its intention at the time Section 20903 becomes operative is to keep all vacancies created by retirements under this section or at least one vacancy in any position in any department or other organizational unit permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.

THEREFORE, the City Council of the City of Lodi hereby elects to provide the benefits of Government Code Section 20903 to all eligible members who retire within the designated period, May 5, 2016 through September 1, 2016.

CITY COUNCIL
OF THE
CITY OF LODI

BY _____
Mayor

Attest:

City Clerk

Date

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch

Public Agency Contract Services

PO Box 942709

Sacramento, CA 94229-2709

(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the System Actuary for the increase in retirement benefit(s) have been made public at a public meeting of the City Council of the City of Lodi on April 20, 2016 which is at least two weeks prior to the adoption of the Resolution.

Clerk/Secretary

City Clerk

Title

Date

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Employer Services Division
Contract Maintenance Unit
PO Box 942709
Sacramento, CA 94229-2709

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Lodi on May 4, 2016.

Clerk/Secretary

Title

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
GRANTING ANOTHER DESIGNATED PERIOD FOR
TWO YEARS ADDITIONAL SERVICE CREDIT
IN ACCORDANCE WITH GOVERNMENT CODE
SECTION 20903

WHEREAS, the City of Lodi is a contracting Public Agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the City of Lodi's contract with CalPERS includes the optional benefit of Two Years Additional Service Credit for local Miscellaneous members; and

WHEREAS, the City of Lodi has a need to reduce City spending in Fiscal Year 2016/17; and

WHEREAS, the City of Lodi desires to provide another designated period for Two Years Additional Service Credit, in accordance with Government Code Section 20903, based on the contract amendment included in said contract which provided for Section 20903, Two Years Additional Service Credit, for eligible members.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve and hereby grant another designated period for Two Years Additional Service Credit, in accordance with Government Code Section 20903, from May 5, 2016 through September 1, 2016 for eligible members in the following classification:

Classification	Department
Recreation Superintendent	Parks, Recreation, and Cultural Services

Date: May 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the Lodi City Council in a regular meeting held May 4, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk