



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: May 15, 2013

Time: 7:00 p.m.

For information regarding this Agenda please contact:

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

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

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

C-1 Call to Order / Roll Call – 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 Water Awareness Month / Delta Appreciation Week Proclamation (CLK)

B-2 National Public Works Week Proclamation (PW)

B-3 Presentation of Certificates of Recognition to Graduates of the Teen Lead Program (PRCS)

B-4 Presentation of Firefighter of the Year 2012 Plaque to Fire Engineer Mike Alegre (FD)

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

C-1 Receive Register of Claims in the Amount of \$2,574,363.73 (FIN)

C-2 Approve Minutes (CLK)

a) April 30 and May 7, 2013 (Shirtsleeve Sessions)

b) May 1, 2013 (Regular Meeting)

c) May 7, 2013 (Special Joint Meeting w/Lodi Arts Commission)

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Fiscal Year 2013/14 Annual Tree Trimming Contract for Power Line Clearing (EUD)

C-4 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Standby Generator Maintenance and Repair Contract (PW)

Res. C-5 Adopt Resolution Authorizing the Non-Competitive Purchase of Musco Sports Lighting Components and Installation to Musco Lighting, of Oskaloosa, Iowa, for the Kofu Park Sports Lighting Upgrade and Appropriating Funds (\$33,577.04) (PRCS)

Res. C-6 Adopt Resolution Authorizing Sole Source Procurement of Electric Vehicle Charging Stations from ClipperCreek, Inc., of Auburn, and Appropriating Public Benefit Program Funds (Not to Exceed \$10,000) (EUD)

- Res. C-7 Adopt Resolution Authorizing the City Manager to Extend the Term of the Contract with Matthew Foskett Consulting, LLC for Electric Utility Rates and Resources Services (EUD)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with VetSource Mobility, of Clarksville, Tennessee, for Purchase and Installation of 15 Mobile Data Computers (\$83,670) (PD)
- C-9 Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System (PRCS)
- Res. C-10 Adopt Resolution Approving Partial Funding of Other Post-Employment Benefits Liability and Appropriating Funds (\$698,000) (CM)
- Res. C-11 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2013/14 (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 Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)
- Ord. G-2 Public Hearing to Consider Introducing Ordinance Revising the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Required Schedule (CM)
(Introduce)

H. Communications

- H-1 Appointment to the Lodi Arts Commission (CLK)
- H-2 Monthly Protocol Account Report (CLK)

I. Regular Calendar – None

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1876 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Adding Section 13.20.330, "Schedule IE – Industrial Equipment Pilot Charging Service Rate" (CLK)
(Adopt)

K. Adjournment

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

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Water Awareness Month / Delta Appreciation Week Proclamation
MEETING DATE: May 15, 2013
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Nakanishi to present proclamation proclaiming the month of May 2013 as "Water Awareness Month" and the week of May 19 – 25, 2013, as "Delta Appreciation Week" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the month of May 2013 as "Water Awareness Month" and the week of May 19 – 25, 2013, as "Delta Appreciation Week" in the City of Lodi. Public Works' Watershed Coordinator, Kathy Grant, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of May 19 – 25, 2013, as “National Public Works Week” in Lodi

MEETING DATE: May 15, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of May 19 - 25, 2013, as “National Public Works Week” in Lodi.

BACKGROUND INFORMATION: Public Works Week is a national event to educate the public on how important the contribution of Public Works is to their daily lives. This year’s theme is “Because of Public Works...” and highlights the quality of life brought to communities around the world. We are able to have clean water, safe streets and neighborhoods, efficient traffic and safe clean communities "Because of Public Works..."

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

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

FWS/RAY/pmf

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

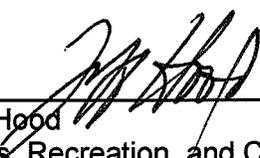
AGENDA TITLE: Presentation of Certificates of Recognition to Graduates of the Teen Lead Program
MEETING DATE: May 15, 2013
PREPARED BY: Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION: Mayor Nakanishi present Certificates of Recognition to graduates of the Teen Lead Program.

BACKGROUND INFORMATION: It is requested that the Mayor and City Council recognize the Class of 2012-2013 Teen Lead graduates.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.



Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

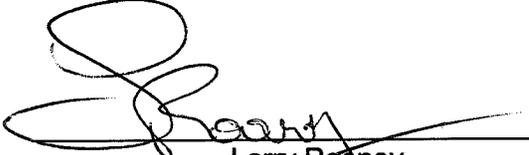
AGENDA TITLE: Presentation of Firefighter of the Year 2012 Plaque to Fire Engineer Mike Alegre
MEETING DATE: May 15, 2013
PREPARED BY: Fire Chief

RECOMMENDED ACTION: Presentation of Firefighter of the Year 2012 plaque to Fire Engineer Mike Alegre

BACKGROUND INFORMATION: Chief Rooney will present the Firefighter of the Year 2012 plaque to Fire Engineer Mike Alegre.

FISCAL IMPACT: None

FUNDING AVAILABLE: None Required


Larry Rooney
Fire Chief

DMH/h

APPROVED:


Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through April 25, 2013 in the Total Amount of \$2,574,363.73.

MEETING DATE: May 15, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,574,363.73.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,574,363.73 through 04/25/13. Also attached is Payroll in the amount of \$1,266,957.47.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page - 1
Date - 05/01/13

As of Thursday	Fund	Name	Amount
04/25/13	00100	General Fund	1,495,330.10
	00120	Vehicle Replacement Fund	59,230.04
	00123	Info Systems Replacement Fund	249.74
	00160	Electric Utility Fund	95,316.56
	00161	Utility Outlay Reserve Fund	785.16
	00164	Public Benefits Fund	5,050.00
	00170	Waste Water Utility Fund	160,062.80
	00171	Waste Wtr Util-Capital Outlay	240.29
	00180	Water Utility Fund	39,892.01
	00181	Water Utility-Capital Outlay	75,662.50
	00210	Library Fund	6,560.45
	00236	LPD-OTS Grants	5,114.31
	00239	CalGRIP	6,200.00
	00260	Internal Service/Equip Maint	27,897.54
	00270	Employee Benefits	49,933.01
	00300	General Liabilities	1,094.10
	00310	Worker's Comp Insurance	25,622.45
	00321	Gas Tax-2105,2106,2107	18,541.88
	00325	Measure K Funds	9,245.20
	00330	RTIF County/COG	137,242.47
	00331	Federal - Streets	16,893.37
	00340	Comm Dev Special Rev Fund	1,013.00
	00347	Parks, Rec & Cultural Services	34,479.56
	00459	H U D	18,563.05
	00502	L&L Dist Z1-Almond Estates	352.80
	00503	L&L Dist Z2-Century Meadows I	309.49
	00505	L&L Dist Z4-Almond North	67.14
	00506	L&L Dist Z5-Legacy I,II,Kirst	506.79
	00507	L&L Dist Z6-The Villas	437.48
	00509	L&L Dist Z8-Vintage Oaks	201.42
	00510	SJ MultiSpecies Habitat Conser	135,298.64
	00515	L&L Dist Z13	30.97
	00517	L&L Dist Z15-Guild Ave Indust.	29.90
	01211	Capital Outlay/General Fund	2,627.93
	01214	Arts in Public Places-IMF	2,000.00
	01250	Dial-a-Ride/Transportation	10,371.94
	01251	Transit Capital	50,336.57
	01410	Expendable Trust	71,733.18
Sum			2,564,523.84
	00190	Central Plume	9,839.89
Sum			9,839.89
Total Sum			2,574,363.73

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	04/28/13	00100	General Fund	723,460.21
		00160	Electric Utility Fund	126,320.52
		00161	Utility Outlay Reserve Fund	7,722.39
		00170	Waste Water Utility Fund	101,774.63
		00180	Water Utility Fund	13,925.51
		00210	Library Fund	23,387.81
		00235	LPD-Public Safety Prog AB 1913	1,154.00
		00239	CalGRIP	994.06
		00260	Internal Service/Equip Maint	15,385.36
		00321	Gas Tax-2105,2106,2107	24,283.59
		00340	Comm Dev Special Rev Fund	23,654.20
		00345	Community Center	185.13
		00347	Parks, Rec & Cultural Services	117,854.33
		01250	Dial-a-Ride/Transportation	6,931.97
Pay Period Total:				
			Sum	1,187,033.71
Retiree	05/31/13	00100	General Fund	79,923.76
Pay Period Total:				
			Sum	79,923.76



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Minutes
a) April 30, 2013 (Shirtsleeve Session)
b) May 1, 2013 (Regular Meeting)
c) May 7, 2013 (Shirtsleeve Session)
d) May 7, 2013 (Special Joint Meeting w/Lodi Arts Commission)

MEETING DATE: May 15, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) April 30, 2013 (Shirtsleeve Session)
b) May 1, 2013 (Regular Meeting)
c) May 7, 2013 (Shirtsleeve Session)
d) May 7, 2013 (Special Joint Meeting w/Lodi Arts Commission)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 30, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 30, 2013, commencing at 7:00 a.m.

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

Absent: Mayor Pro Tempore Katzakian

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

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2013/14 Budget (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the Fiscal Year 2013/14 Budget. Specific topics of discussion included general economic conditions, General Fund revenue, fund balance, housing, employment, labor negotiations, Public Employees Retirement System (PERS) projections, top General Fund revenue sources, sales tax, property tax, in-lieu franchise fee, operating transfers, Vehicle License Fee, and reserve status.

In response to Council Member Hansen, Mr. Ayers stated the City's housing numbers for foreclosures are lower than the County's numbers.

In response to Council Member Mounce, Mr. Ayers stated he is satisfied with the communication he receives from CalPERS through webinars, conferences, and through other channels.

In response to Council Member Hansen, Mr. Ayers stated the CalPERS changes affect employer contributions only and not employee contributions, which are set by statute at 7% of salary for miscellaneous and 9% of salary for safety.

In response to Council Member Hansen, Mr. Bartlam stated with respect to sales tax revenue, the City has been fortunate to replace some of the loss of the car dealership sales tax with Costco sales tax, although it is a one-time replacement.

In response to Council Member Johnson, Mr. Ayers stated the assessor has not provided a time line with respect to increased property tax assessments in the future and increases are not expected for any city in the County within the next year.

In response to Council Member Johnson, Mr. Bartlam and Mr. Ayers confirmed that at its peak in 2008 the City was receiving approximately \$13 million in property tax revenue and currently it is receiving approximately \$8 million.

Council Member Hansen asked for additional comparison numbers regarding peak and current revenue source amounts for the top ten sources listed on page 8 of the presentation at the next budget meeting.

In response to Council Member Hansen, Mr. Bartlam and Mr. Ayers confirmed that federal grant funds for police officers expire December 31, 2013, funding for the same is considered in the 2013/14 projected budget, and there will be a 100% need to fund four police officer positions in

2014/15 at approximately \$130,000 each due to the expiration of the grant funds.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:35 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 1, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 1, 2013, was called to order by Mayor Nakanishi at 6:30 p.m.

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

Absent: Council Member Hansen

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

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Nakanishi adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:45 p.m.

C-4 Return to Open Session / Disclosure of Action

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

In regard to Item C-2 (a), the City Council provided direction to pursue the collection of interest on the delinquent property tax administration fee recently paid by the County to the City.

In regard to Item C-2 (b), the City Council provided direction to accept the offer of \$375,000 for the sale of the current Fire Station #2 site subject to certain negotiating conditions. The matter will come back to the City Council for formal action.

A. Call to Order / Roll Call

The Regular City Council meeting of May 1, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

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

Absent: None

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

B. Presentations

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

Mayor Nakanishi presented proclamation to Jill De Herrera, Executive Administrative Assistant with Lodi Memorial Hospital Foundation, and Tracy Williams with the LOEL Center proclaiming Saturday, May 11, 2013, as "Walk for the Health of It Day" in the City of Lodi.

B-2 Bike to Work Week Proclamation (PW)

Mayor Nakanishi presented proclamation to Michael Caponio, Executive Director of the San Joaquin Bicycle Coalition, proclaiming May 13-17, 2013, as "Bike to Work Week" in the City of Lodi.

B-3 Peace Officers' Memorial Month Proclamation (PD)

Mayor Nakanishi presented proclamation to Police Chief Mark Helms proclaiming the month of May 2013 as "Peace Officers' Memorial Month" in the City of Lodi.

B-4 Presentation Regarding Youth Energy Summit (EUD)

Rob Lecher, Business Development Manager, gave a presentation regarding the Youth Energy Summit.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$7,563,964.97 (FIN)

Claims were approved in the amount of \$7,563,964.97.

C-2 Approve Minutes (CLK)

The minutes of April 16, 2013 (Shirtsleeve Session), April 17, 2013 (Regular Meeting), and April 23, 2013 (Shirtsleeve Session) were approved as written.

C-3 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

Accepted the quarterly investment report as required by the City of Lodi Investment Policy.

C-4 Accept the Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

Accepted the quarterly report of purchases between \$10,000 and \$20,000.

C-5 Approve Specifications and Authorize Advertisement for Bids to Procure Padmount

Transformers (EUD)

Approved the specifications and authorized advertisement for bids to procure padmount transformers.

C-6 Approve Specifications and Authorize Advertisement for Bids to Procure Wood Poles (EUD)

Approved the specifications and authorized advertisement for bids to procure wood poles.

C-7 Adopt Resolution Awarding Contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc, of French Camp (\$811,118), and Appropriating Funds (\$850,000) (PW)

Adopted Resolution No. 2013-67 awarding contract for 2013 Asphalt Rubber Cape Seal Project, Various City Streets, to Intermountain Slurry Seal, Inc, of French Camp, in the amount of \$811,118, and appropriating funds in the amount of \$850,000.

C-8 Adopt Resolution Awarding Contract for Katakian Park Restroom Repair Project to Poser Construction, of Lodi (\$14,000) (PW)

Adopted Resolution No. 2013-68 awarding contract for Katakian Park Restroom Repair Project to Poser Construction, of Lodi, in the amount of \$14,000.

C-9 Adopt Resolution Rejecting Single Bid, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for the Hutchins Street Square Pool Refinishing Project (PW)

In response to Council Member Mounce, Parks, Recreation and Cultural Services Director Jeff Hood confirmed that the pool lining and chlorination will be completed as soon as possible based upon the contractor's availability.

Adopted Resolution No. 2013-69 rejecting single bid, approving plans and specifications, and authorizing re-advertisement for bids for the Hutchins Street Square Pool Refinishing Project.

C-10 Accept Improvements Under Contract for 2011 Asphalt Rubber Cape Seal Project (PW)

Accepted the improvements under contract for 2011 Asphalt Rubber Cape Seal Project.

C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Wireless Microwave Link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom (\$25,914.17) (PW)

Adopted Resolution No. 2013-70 authorizing the City Manager to execute Professional Services Agreement for wireless microwave link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom, in the amount of \$25,914.17.

C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Band Screen Chain and Side Seal Tracking and Field Services for the White Slough Water Pollution Control Facility with Sole Source, JWC Environmental, of Costa Mesa (\$60,880) (PW)

Adopted Resolution No. 2013-71 authorizing the City Manager to execute Professional Services Agreement for band screen chain and side seal tracking and field services for the White Slough

Water Pollution Control Facility with sole source, JWC Environmental, of Costa Mesa, in the amount of \$60,880.

C-13 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Boiler Inspection, Cleaning, and Repair at White Slough Water Pollution Control Facility with R.F. MacDonald Company, of Modesto (\$44,715) (PW)

Adopted Resolution No. 2013-72 authorizing the City Manager to execute Professional Services Agreement for boiler inspection, cleaning, and repair at White Slough Water Pollution Control Facility with R.F. MacDonald Company, of Modesto, in the amount of \$44,715.

C-14 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Rental and Installation of Generator for the White Slough Water Pollution Control Facility with Holt of California, of West Sacramento (\$37,900.68) (PW)

Adopted Resolution No. 2013-73 authorizing the City Manager to execute Professional Services Agreement for rental and installation of generator for the White Slough Water Pollution Control Facility with Holt of California, of West Sacramento, in the amount of \$37,900.68.

C-15 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Design of Library Renovation Phase 3 Project with WMB Architects, of Stockton (\$29,805), and Appropriating Funds (\$35,000) (PW)

Mayor Nakanishi pulled this item for further discussion.

In response to Mayor Nakanishi, Mr. Bartlam confirmed that the project is being funded from the Library's trust fund account and donations.

Mayor Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2013-82 authorizing the City Manager to execute Professional Services Agreement for design of Library Renovation Phase 3 Project with WMB Architects, of Stockton, in the amount of \$29,805, and appropriating funds in the amount of \$35,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-16 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City (\$29,925) (PW)

Adopted Resolution No. 2013-74 authorizing the City Manager to execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City, in the amount of \$29,925.

C-17 Adopt Resolution Authorizing the City Manager to Execute Project Architect Agreement for Design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland (\$309,829), and Appropriating Funds (\$340,000) (PW)

Council Member Johnson pulled this item for further discussion.

In response to Council Member Johnson, Mr. Bartlam confirmed that modular construction is being considered and reviewed as a part of the design options.

In response to Mayor Nakanishi, Mr. Bartlam stated the total project cost of approximately \$3.5 million is being funded by the General Fund capital account and the public facilities debt refinance savings.

Mayor Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2013-83 authorizing the City Manager to execute project architect agreement for design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland, in the amount of \$309,829, and appropriating funds in the amount of \$340,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-18 Adopt Resolution Authorizing the City Manager to Execute Improvement Deferral Agreement for 32 East Tokay Street (PW)

Adopted Resolution No. 2013-75 authorizing the City Manager to execute Improvement Deferral Agreement for 32 East Tokay Street.

C-19 Adopt Resolution Approving the Northern California Power Agency (NCPA) Agreement Regarding the Use and Non-Disclosure of Information for NCPA Projects and Authorizing Execution by the City Manager (EUD)

Council Member Johnson pulled this item for further discussion.

In response to Council Member Johnson, City Attorney Schwabauer stated the proposed agreement is a result of the banking crisis and additional safeguards through insider trading laws. Mr. Schwabauer stated that, despite the existing laws that already prevent insider trading behavior, the proposed agreement is required for all Northern California Power Agency participating agencies.

Council Member Hansen made a motion, second by Mayor Pro Tempore Katakian, to adopt Resolution No. 2013-84 approving the Northern California Power Agency (NCPA) agreement regarding the use and non-disclosure of information for NCPA projects and authorizing execution by the City Manager.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

C-20 Adopt Resolution Authorizing the City Manager to Execute an Agreement with Macias, Gini, & O'Connell, LLP for Auditing Services for the Fiscal Years Ending June 30, 2013, 2014, and 2015 (CM)

Council Member Mounce commended Deputy City Manager Ayers on his tough negotiating skills,

resulting in a cost savings to the City for auditing services over the next two years.

Adopted Resolution No. 2013-76 authorizing the City Manager to execute an agreement with Macias, Gini, & O'Connell, LLP for auditing services for the fiscal years ending June 30, 2013, 2014, and 2015.

C-21 Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000) (PRCS)

Adopted Resolution No. 2013-77 approving the master lease agreement with the Lodi Grape Festival and National Wine Show Association for use of various Festival ground facilities in the amount of \$21,000.

C-22 Adopt Resolution Approving Activity Guide Printing Agreement with Casey Printing, Inc., of King City, for Fiscal Year 2013/14 (\$22,145.52) (PRCS)

Adopted Resolution No. 2013-78 approving Activity Guide printing agreement with Casey Printing, Inc., of King City, for fiscal year 2013/14 in the amount of \$22,145.52.

C-23 Adopt Resolution Appropriating \$1,850 from the Art in Public Places Fund for Work Related to the Library Bike Rack Project (PRCS)

Adopted Resolution No. 2013-79 appropriating \$1,850 from the Art in Public Places fund for work related to the Library bike rack project.

C-24 Adopt Resolution Approving CalPERS Employer Paid Member Contributions (CM)

Adopted Resolution No. 2013-80 approving CalPERS employer paid member contributions.

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

Received report on resolution of Public Works emergency requiring the immediate repair of Blakely Pool circulation system.

C-26 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Support for AB 1229 (Atkins) and a Letter of Opposition to AB 325 (Alejo) (CLK)

Authorized the Mayor, on behalf of the City Council, to send a letter of support for AB 1229 (Atkins) and a letter of opposition to AB 325 (Alejo).

C-27 Adopt Resolution of Intent to Vacate Pedestrian Access Between Holly Drive and Daisy Avenue, East of Ham Lane, and Set Public Hearing for June 5, 2013 (PW)

Adopted Resolution No. 2013-81 of intent to vacate pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, and set public hearing for June 5, 2013.

C-28 Set Public Hearing for May 15, 2013, to Consider Revisions to the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Required Schedule (CM)

Set public hearing for May 15, 2013, to consider revisions to the Growth Management ordinance by expiring unused allocations and suspending the required schedule.

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.

Maria Rosado, WorkNet Manager for Lodi, invited the City Council to attend an event on May 17, 2013, featuring Amy Young from the Department of Labor and a community meeting on May 29, 2013.

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

Council Member Johnson commended the Police Department on its successful gun buy back program and event.

Council Member Hansen reported on his attendance at the Northern California Power Agency related Federal Policy Conference in Washington, D.C., stating cyber security was the main topic of concern.

Council Member Mounce reported on her attendance at the League of California Cities' Legislative Action Days and related Board Meeting and discussed the message received from Governor Jerry Brown and CalPERS CEO Anne Stausboll.

Mayor Pro Tempore Katzakian reported on his attendance at the San Joaquin Council of Governments' One Voice trip to Washington, D.C. and the various meetings held with the Congressional representatives of the County.

Mayor Nakanishi reported on his attendance at the San Joaquin Delta Coalition meeting to oppose the construction of a tunnel.

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

City Manager Bartlam invited the City Council and the public to attend an Open House on May 11, 2013, for the new surface water treatment facility adjacent to Lodi Lake.

G. Public Hearings

G-1 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Adding Section 13.20.330, "Schedule IE - Industrial Equipment Pilot Charging Rate" (EUD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider introducing an ordinance amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by adding Section 13.20.330, "Schedule IE - Industrial Equipment Pilot Charging Rate."

Rob Lechner, Business Development Manager, provided a PowerPoint presentation regarding the Industrial Equipment (IE) Pilot Charging Rate. Specific topics of discussion included the history of the charging rate, proposed new rate, distribution reliability, economic development tool, potential customer demand, and the proposed timing for the rate.

In response to Council Member Johnson, Mr. Lechner stated a charging meter costs approximately \$1,000 to \$1,200. Mr. Lechner stated if the program is successful it can be extended after 2015 and if it is unsuccessful the incentive rates can fall back to the existing amount.

In response to Council Member Mounce, Mr. Lechner stated he is hopeful that there will be some businesses in town that will want to take advantage of the program.

In response to Mayor Pro Tempore Katzakian, Mr. Lechner stated he is aware of at least four companies that may be interested in the program and hours may be adjusted based on operational needs and peak demand.

Mayor Nakanishi opened the public hearing to receive public comment.

Ed Miller spoke in support of the program based on bottom line savings to companies who can take advantage of the incentive rates for set times or elect to stay on their current rate structure.

Mayor Nakanishi closed the public hearing after receiving no further public comment.

In response to Council Member Hansen, Mr. Lechner stated he is hopeful that more than one customer will take advantage of the program, which has prospered since its original inception many years ago.

Council Member Johnson made a motion, second by Council Member Mounce, to introduce Ordinance No. 1876 amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by adding Section 13.20.330, "Schedule IE - Industrial Equipment Pilot Charging Rate."

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

G-2 Public Hearing to Consider Adopting a Resolution Approving the Final 2013/14 Action Plan for the Community Development Block Grant Program (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider adopting a resolution approving the Final 2013/14 Action Plan for the Community Development Block Grant (CDBG) Program.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the CDBG Action Plan. Mr. Wood specifically discussed the estimated allocation amount, proposed recipients, and the process for conducting the public hearing.

In response to Council Member Hansen, Mr. Wood stated the window replacement project is for the Housing Authority's six-unit apartment complex in the City.

Mayor Nakanishi opened the public hearing to receive public comment.

Hazel Jackson spoke in support of the Trap, Neuter and Release program and provided statistics regarding the same.

Mayor Nakanishi closed the public hearing after receiving no additional public comments.

Council Member Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2013-85 approving the Final 2013/14 Action Plan for the Community Development Block Grant Program.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications

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

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

Library Board of Trustees

Terry Costa, term to expire June 30, 2013

Scot Martin, term to expire June 30, 2013

Lodi Arts Commission

Annalisa Sharp Babich, term to expire July 1, 2013

Planning Commission

Bill Cummins, term to expire June 30, 2013

Debbie Olson, term to expire June 30, 2013

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar - None

J. Ordinances

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

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1875 entitled, "An Ordinance of the City Council of the City of Lodi Rescinding Ordinance No. 1654, Disestablishing the Downtown Lodi Business Improvement Area No. 1 and Discontinuing the Levy of a Special Business Tax Therein," which was introduced at a regular

meeting of the Lodi City Council held April 17, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:20 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 7, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 7, 2013, commencing at 7:20 a.m.

Present: Council Member Hansen, Council Member Johnson, and Mayor Nakanishi
Absent: Council Member Mounce, and Mayor Pro Tempore Katzakian
Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2013/14 Budget (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the Fiscal Year 2013/14 Budget. Specific topics of discussion included Library overview, transit overview and capital projects, streets overview and capital projects, Community Development overview, and Parks, Recreation and Cultural Services overview.

In response to Council Member Hansen, Mr. Ayers stated the impact of the salary and benefits is as expected with the exception of CalPERS numbers for future years after 2013/14.

In response to Council Member Hansen, Mr. Ayers confirmed there is a reserve increase of approximately \$27,000 for the Library.

In response to Council Member Johnson, City Manager Bartlam stated the Library Director position is being considered by the Library Board this month and it is anticipated that the position will continue to be shared for at least the first six months of the new fiscal year.

In response to Council Member Hansen, Mr. Ayers confirmed there is a \$2 million balance in transit that is restricted for capital project use. Traffic Engineer Paula Fernandez confirmed there are 12 compressed natural gas (CNG) smaller buses coming in to replace the current buses.

In response to Council Member Johnson, Ms. Fernandez stated the fare box recovery for the fixed route is approximately 8% and for Dial-A-Ride is approximately 5%.

In response to Council Member Hansen, Mr. Ayers stated General Fund assistance to Parks, Recreation and Cultural Services has decreased and is anticipated to go down in the future. Mr. Bartlam credited the assistance decrease to sound managerial and operational decisions in programs and improved cost recovery.

In response to Mayor Nakanishi, Mr. Ayers stated Library revenue comes from the \$1.3 million General Fund transfer, patron fines and fees, and grants and donations.

In response to Mayor Nakanishi, Mr. Bartlam provided a brief overview of the County library system, which varies from the City's library system in that Lodi does not pay into or receive Proposition 13 related funds for its library. Mr. Bartlam stated the City's library receives slightly higher revenue in comparison with the other cities in the County as a result of being independent from the County's library system.

In response to Council Member Hansen, Parks, Recreation and Cultural Services Director Jeff Hood stated that the Grape Bowl construction is anticipated to be completed in June, additional funding has not come to fruition, more than 1,200 kids enrolled in the City's recreation programs which is an increase from previous years, and the City's registration fees remain lower than other cities in the County. Mr. Hood and Mr. Bartlam stated that enrollment numbers and registration fees do have a connection although the economy also affects those numbers. Mr. Hood stated the BOBS' \$5 registration fee increase will result in an additional \$6,000 annually to address the City's costs of the two new parks and BOBS continues to provide scholarships.

Council Member Johnson requested a survey with comparison numbers showing the fare box recovery percentages of other communities similar in size and makeup to Lodi.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

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

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 7, 2013**

A. Roll call

The Special Joint City Council meeting with the Lodi Arts Commission of May 7, 2013, held at Hutchins Street Square, 125 South Hutchins Street, Lodi, was called to order by Mayor Nakanishi at 5:30 p.m.

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

Absent: Council Member Mounce, and Mayor Pro Tempore Katzakian

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

Also in attendance from the Lodi Arts Commission were the following: Annalisa Sharp Babich, Ben Burgess, Catherine Metcalf, Patricia Stump, and Sandi Walker-Tansley.

B. Topic(s)

B-1 Discussion of Items of Mutual Concern

The City Council and Arts Commission briefly discussed items of mutual concern including the taco truck cook-off, Lodi Community Art Center, First Friday Art Hop, Heritage Mural Project, Arbor Day, grant funds, Lodi Arts Foundation, activity guide classes, and the Take it to the Park event.

C. Adjournment

There being no further business, the meeting was adjourned at 8:00 p.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Fiscal Year 2013/14 Annual Tree Trimming Contract for Power Line Clearing

MEETING DATE: May 15, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Fiscal Year 2013/14 annual tree trimming contract for power line clearing.

BACKGROUND INFORMATION: The Electric Utility Department (EUD) has utilized a tree trimming contractor for its line clearing requirements since June 2009. The current contract with Asplundh Tree Expert Company of Stockton is due to expire on June 30, 2013 at the conclusion of the final extension year. Therefore, it is necessary to advertise for bids for line-clearing services after this date.

The specifications for tree trimming have been updated. It has been prepared on a 12-month basis with the option to extend annually thereafter, at the City's sole discretion, for a maximum of three additional years. The specifications would provide the City with a three-person backyard crew and a two-person street crew, including vehicles, equipment and other expenses for two crews.

Maintaining an adequate line clearance program is a critical element to electric system reliability. Due to the excellent results the utility has experienced with contracting out this service (i.e. significant reduction of outage time and overall cost effectiveness), it is recommended that the contracting program be continued. The proposed tree trimming program covers the period of July 1, 2013 to June 30, 2014 with the option for up to three additional one-year extensions covering fiscal years 2014/15 and 2015/16 and 2016/17. The specifications are on file with the EUD.

FISCAL IMPACT: Estimated annual cost of \$490,000, with additional, unquantifiable benefit to customers from reduced outages.

FUNDING AVAILABLE: Included in FY2013/14 Account No. 160654.
Funding for contract extensions shall be approved on a year-to-year basis.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Barry Fisher, Construction/Maintenance Supervisor

EAK/BF/LST

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Standby Generator Maintenance and Repair Contract

MEETING DATE: May 15, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2013-2015 Standby Generator Maintenance and Repair Contract.

BACKGROUND INFORMATION: The City of Lodi owns and operates 26 emergency standby generator sets that range in size between 6 kW to 2 mW. The generators are located at critical facilities where operation during extended power outages is necessary to maintain public health and/or safety. Examples of these facilities include fire stations, water wells, sanitary lift stations and the police station.

Due to past success, staff recommends again contracting this work out to keep up with the specialized preventative maintenance requirements associated with the emergency generator sets. The lack of preventative maintenance could result in serious and more-costly repairs, unreliable operation, and greater downtime.

In order to minimize downtime and maximize reliability and facility life, staff recommends contracting the standby generator maintenance and repair to an outside vendor with the specific expertise necessary for this critical equipment.

It is estimated the annual costs for the emergency standby generator maintenance and repair will be \$100,000, including an estimated budget for needed repairs. The cost associated with this work will become an annual operating expense.

FISCAL IMPACT: By increasing preventative maintenance efforts, the City will realize a reduction in costly repairs and increased reliability of emergency standby generators supporting critical facilities.

FUNDING AVAILABLE: Funding from accounts 103511, 160601, 170403, 170404, 170504, 180453, and 180461.

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the Non-Competitive Purchase of Musco Sports Lighting Components and Installation to Musco Lighting, Oskaloosa, Iowa, for the Kofu Park Sports Lighting Upgrade and Appropriate Funds (\$33,577.04)

MEETING DATE: May 15, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution authorizing the non-competitive purchase of Musco Sports Lighting components and installation to Musco Lighting, Oskaloosa, Iowa, for the Kofu Park Sports Lighting Upgrade and appropriate funds in the amount of \$33,577.04.

BACKGROUND INFORMATION: New lighting components offered through Musco Lighting provide significant energy savings over the existing Musco components at Kofu Park, which were installed in 1991. This project includes installing new lamps in 44 Musco 1,500-watt fixtures, clean lenses and reflectors, dispose of old lamps, replace 10 ballast enclosures on the existing steel light poles, installing a remotely operated Control Link Monitoring System, hardware and other miscellaneous items shown on the attached Budget Estimate.

The new lighting will save 64,152 kilowatt hours per year, reducing energy costs by approximately \$6,700 per year for a payback in five years. The new monitoring system will reduce staff time needed to manually turn the lights on and off.

Lodi Municipal Code 3.20.070 allows the dispensing of bids when City Council determines it is the best method of purchase. Musco is the only lighting company that the city has worked with. The equipment proposed for purchase will upgrade existing Musco equipment. The City also has Musco products at the Grape Bowl, Softball Complex, Chapman Field and Hale Park basketball courts.

The control-link operating system allows staff to program lighting operations remotely, eliminating the need for a staff person to turn lights on and off in the field. It is identical to that used for the Grape Bowl. In addition, the light system is monitored by Musco at its headquarters in Iowa, and Musco alerts staff in the event of a system malfunction. Because of these factors, staff recommends the non-competitive purchase of the Musco Sports Lighting components and installation.

FISCAL IMPACT: Energy savings to the City of approximately \$6,700 per year, and PRCS staff savings on manual operation of park lighting.

FUNDING AVAILABLE: Public Benefit Funds (164605) will provide the necessary funding.

APPROVED: _____
Konradt Bartlam, City Manager

Requested Appropriation: Parks Capital (1212044) \$33,577.04.

Jordan Ayers
Deputy City Manager/Internal Service Director

Jeff Hood
Parks, Recreation & Cultural Services Director



Kofu Park Baseball
City of Lodi
Lodi, CA
Date: May 7, 2013
Attention: Steve Virrey

Quotation Price

Table with 2 columns: Description and Price. Rows include: The fee for services rendered including relamp, ballast enclosure change and Control-Link (\$33,577.04**), Material subject to tax (\$24,438.00), Tax 8% (\$1,955.04)

**This quote does include prevailing wage rates.

Pricing Notice:

The quoted price above is good only if the relamp, ballast enclosure change and Control-Link retrofit are completed at the same time. If these are requested to be completed at different times, the cost will increase.

Scope of Service Relamp and ballast enclosure change: \$22,872.00

Musco proposes the following service:

- Re-lamp 44 Musco 1500 watt LV 8 fixtures (Replace lamps, Clean lenses and reflectors, Old lamp disposal)
Replace all (10) ballast enclosures on the baseball field (the box mounted 10' to 12' above grade)
Disposal of the old ballast enclosures

In connection with the Services, Musco will provide basic materials consisting of (44) Musco 1500 watt Painted Z lamps and (10) Musco 1500 watt 240 volt ballast enclosures. If additional time or materials are needed to complete the Project, Musco will obtain Customer's consent before proceeding.

Notes

- Reasonable access to all poles with construction-sized lift if required.
Ground protection (plywood) and assistance to move, if needed, provided by owner.

Control-Link Retrofit Equipment & Installation with 10 years of Service: \$8,750.00

Equipment

- (1) Remote Equipment Controllers (REC's)
(3) Remote Off/On Auto Switches
(1) Remote Switch Box
Zone 1: Baseball Zone 2: Soccer
Zone 3: Spare Zone 4:
Zone 5: Zone 6:
Zone 7:
10 year parts and labor warranty on all equipment
All freight costs

Equipment Installation

- Turnkey installation of all components by Musco Technicians
Activation and testing of systems to ensure all units are fully functional and operational

10 Years Control Link Central Service (CLC)

- 24/7 toll free access to CLC customer scheduling operators
Access to Musco Control Link Scheduling Website
REC operations and Website Training for your scheduling staff

Price assumes contactors exist. If contactors are required, they can be purchased at an additional cost to be installed by others.

Payment Terms

Payment terms net 30 days from delivery. **Late payment will be subject to service charges of 1 ½% per month (18% APR).** Any additional materials needed, will be charged at an additional price. In addition, City of Lodi shall pay and be responsible for when due all local applicable sales, use, franchise, gross receipts, or similar taxes relating to this Agreement. If any payment is not made when due, Customer will pay a delinquent charge of 1-1/2% for each month, or a portion of month, that a past due balance remains unpaid. Customer agrees to pay all cost (including reasonable attorney's fees and court costs) associated with collecting any delinquent amounts due. Freight Charges have been included in the above prices.

Licenses and Permits

MUSCO, a non-union organization, requires City of Lodi to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Prices are good for acceptance and delivery for 90 days only, unless such time is extended in writing. If you have any questions regarding the quotation, please call me at 800-825-6020 .

Sincerely,



Troy Shilling
Lighting Services Sales Rep
Musco Sports Lighting
800-825-6020
888-397-8736 fax
Troy.shilling@musco.com

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MUSCO CORPORATION (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 Purchase and Installation of Kofu Park Baseball Lighting (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on June 10, 2013 and terminates upon the completion of the Scope of Services or on July 31, 2013, whichever occurs first.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit B 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: Steve Dutra, Parks Superintendent

To CONTRACTOR: MUSCO Corporation
 P.O. Box 808
 Oskaloosa, IA 52577

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

MUSCO CORPORATION

By: _____


By: _____
Name:
Title:

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

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

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jeff Hood 5. DATE: 5/7/13
 4. DEPARTMENT/DIVISION: PRCS/Parks

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	164	164605	8098	Public Benefits Fund	\$33,577.04
	1212		4210	Parks Capital	\$33,577.04
B. USE OF FINANCING	164		4220	Operating Transfers Out	\$33,577.04
	1212	1212440	1831.2400	Kofu Park Sports Lighting	\$33,577.04

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.

PRCS proposes to use Public Benefits funds to purchase energy efficient lighting at Kofu Park. The new lighting components will reduce energy costs by approximately \$6,700 per year and reduce staff time needed to manually operate the lights.

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

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

Department Head Signature:  _____

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
NON-COMPETITIVE PURCHASE OF MUSCO SPORTS LIGHTING
COMPONENTS FROM MUSCO LIGHTING, OF OSKALOOSA, IOWA,
FOR THE KOFU PARK SPORTS LIGHTING UPGRADE; AUTHORIZING
THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT, AND FURTHER APPROPRIATING PROJECT FUNDING

=====

WHEREAS, new lighting components offered through Musco Lighting provide significant energy savings over the existing Musco components at Kofu Park; and

WHEREAS, the Kofu Park Project includes installing new lamps in 44 Musco 1,500-watt fixtures, clean lenses and reflectors, dispose of old lamps, replace 10 ballast enclosures on the existing steel light poles, installing a remotely operated Control Link Monitoring System, hardware and other miscellaneous items; and

WHEREAS, the new lighting will save 64,152 kilowatt hours per year, reducing energy costs by approximately \$6,700 per year for a payback of less than five years, and the new monitoring system will reduce staff time needed to manually turn the lights on and off; and

WHEREAS, Lodi Municipal Code Section 3.20.070 allows the dispensing of bids when City Council determines it is the best method of purchase; and

WHEREAS, staff recommends the non-competitive purchase of the Musco sports lighting components and installation; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the non-competitive purchase of Musco sports lighting components from Musco Lighting, of Oskaloosa, Iowa, for the Kofu Park sports lighting upgrade; and

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

BE IT FURTHER RESOLVED, that Electric Utility Public Benefit funds in the amount of \$33,577.04 be transferred to the Parks Capital account and appropriated for this project.

Dated: May 15, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Sole Source Procurement of Electric Vehicle Charging Stations from ClipperCreek, Inc. of Auburn, and Appropriate Public Benefit Program Funds (not to exceed \$10,000)

MEETING DATE: May 15, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the sole source procurement of electric vehicle charging stations from ClipperCreek, Inc. of Auburn, and appropriate Public Benefit Program Funds (not to exceed \$10,000).

BACKGROUND INFORMATION: Over the past 10 months, the City of Lodi has received, via a grant from the California Energy Commission, seven electric vehicle (EV) charging stations. These EV charging stations were provided by ClipperCreek, Inc. of Auburn. Staff is seeking to standardize the purchase and installation of future EV charging stations, and is recommending that the EV charging station units be secured from a sole source provider, ClipperCreek.

By standardizing these City-owned and maintained EV charging stations, staff can quickly and efficiently address any future equipment issues, and continue the positive working relationship with vendor ClipperCreek, developed since the spring of 2012.

Staff is poised to purchase and install four additional EV charging station units from ClipperCreek. These charging stations will be installed at the solar port located at the Municipal Service Center, and be utilized to recharge Electric Utility Department electric vehicles. Once these chargers are installed, the City of Lodi would have 11 EV charging stations throughout the community – all identical units provided by the same vendor. The purchase price (approximately \$2,175 each) is within the authority of the City Manager, but the decision to sole source the procurement must be approved by Council pursuant to LMC Section 3.2.070.

Staff recommends that Council authorize the sole source procurement of EV charging stations from ClipperCreek, Incorporated of Auburn, California, and appropriate Public Benefit Program funds (not to exceed \$10,000) for the purchase of the aforementioned four new EV charging station units.

FISCAL IMPACT: Not applicable.

FUNDING: Appropriate up to \$10,000 from Public Benefits Program Fund Balance, 164.

Jordan Ayers
Deputy City Manager/Internal Services Director

APPROVED: _____
Konradt Bartlam, City Manager

Elizabeth Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager

EAK/RSL/lt

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **Electric Utility** 5. DATE: **5/1/13**
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	164		3205	Fund Balance	\$ 10,000.00
B. USE OF FINANCING	164	164607	7719	Other Equipment	\$ 10,000.00

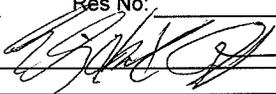
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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

Purchase Electric Vehicle charging heads for EUD Solar Port

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

Meeting Date: 5/15/13 Res No: _____ Attach copy of resolution to this form.

Department Head Signature:  _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

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

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE SOLE SOURCE PROCUREMENT
OF ELECTRIC VEHICLE CHARGING STATIONS FROM
CLIPPERCREEK, INCORPORATED, AND FURTHER
APPROPRIATING PUBLIC BENEFIT FUNDS

=====

WHEREAS, over the past ten months, the City of Lodi has received, via a grant from the California Energy Commission, seven electric vehicle (EV) charging stations; and

WHEREAS, these EV charging stations were provided by ClipperCreek, Inc. of Auburn; and

WHEREAS, staff is seeking to standardize the purchase and installation of future EV charging stations, and is recommending that the EV charging station units be secured from a sole source provider, ClipperCreek, Inc.; and

WHEREAS, by standardizing these City-owned and maintained EV charging stations, staff can quickly and efficiently address any future equipment issues, and continue the positive working relationship with vendor ClipperCreek, Incorporated, developed since the spring of 2012; and

WHEREAS, staff recommends that Council authorize the sole source procurement of EV charging stations from ClipperCreek, Inc. Auburn; and

WHEREAS, staff is poised to purchase and install four (4) additional EV charging station units from ClipperCreek, Inc., and these charging stations will be installed at the solar port located at the Municipal Service Center, and be utilized to recharge Electric Utility Department electric vehicles; and

WHEREAS, once these chargers are installed, the City of Lodi would have eleven EV charging stations throughout the community – all identical units provided by the same vendor; and

WHEREAS, the purchase price (approximately \$2,175 each) is within the authority of the City Manager, but the decision to sole source the procurement must be approved by the City Council pursuant to LMC Section 3.2.070; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the sole source procurement of four (4) electric vehicle charging stations from ClipperCreek, Incorporated of Auburn, California; and

BE IT FURTHER RESOLVED, that Electric Utility Public Benefit funds in the amount of \$10,000.00 be transferred to the Electric Utility account #164607 and appropriated for this project.

BE IT FURTHER RESOLVED, that all future purchases of EV charging station units be standardized by purchasing sole-source through ClipperCreek, Inc., of Auburn, California.

Dated: May 15, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Extend the Term of the Contract with Matthew Foskett Consulting, LLC for Electric Utility Rates and Resources Services

MEETING DATE: May 15, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the term of the contract with Matthew Foskett Consulting, LLC for Electric Utility rates and resources services.

BACKGROUND INFORMATION: On June 6, 2012 the City Council adopted a resolution authorizing the City Manager to enter into a Professional Services Agreement with Matthew Foskett Consulting, LLC for consulting services regarding electric utility rates and resources in an amount not to exceed \$120,000. The term of contract is due to expire however the scope of work, as outlined in the contract, is still needed.

Staff is now requesting a modification to the term of the contract until the completion of the scope of work. No additional funding is required. All other terms and conditions of the agreement will remain the same.

FISCAL IMPACT: No additional funding is required.

FUNDING: Included in FY2012/13 Account No. 160603.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

EAK/lst

APPROVED: _____
Konradt Bartlam, City Manager

AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

MATTHEW FOSKETT CONSULTING, LLC

THIS AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES with Matthew Foskett Consulting, LLC, is made and effective this ____ day of May, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Matthew Foskett Consulting, LLC, hereinafter called "Consultant."

WITNESSETH:

1. **AGREEMENT:** Consultant and CITY, entered into an Agreement for Consulting Services on June 6, 2012, for electric utility rates and resources consulting services for the period July 1, 2012 through June 30, 2013 (the Agreement for Consulting Services is attached hereto as Exhibit A and made a part hereof). Consultant and City now desire to extend the term of the Agreement for Consulting Services, but not the amount of total compensation to be paid under the Agreement.
2. **TERMS AND CONDITIONS:** The term of the Agreement for Consulting Services, as hereby amended, shall be for the period required to complete the scope of services as set forth in the Agreement for Consulting Services, but in no event will the term extend beyond December 31, 2013. All other terms and conditions, including compensation paid to Consultant, will remain as set forth in the Agreement for Consulting Services.

CITY OF LODI, a municipal corporation

CONSULTANT

KONRADT BARTLAM
City Manager

Matthew Foskett Consulting, LLC

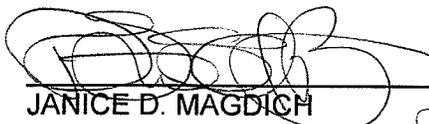
Attest:

By: _____

Title: _____

RANDI JOHL
City Clerk

Approved as to Form:



JANICE D. MAGDICH
Deputy City Attorney



Contract
6049

AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into as of June 6, 2012, by and between the City of Lodi, a municipal corporation (hereinafter "City") and Matt Foskett Consulting LLC (hereinafter "Consultant"), (collectively "Parties") both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Consultant for a period of one (1) year, commencing on July 1, 2012 through June 30, 2013, to provide rates and resources services, as more fully described below, to the Director of the City's Electric Utility Department.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES:

City hereby agrees to contract with Consultant to perform tasks for the City of Lodi at the direction of the Electric Utility Department Director associated with the planning, evaluation, acquisition and operation of bulk power supplies and delivery resources as well as the development of electric rate schedules. The scope of services to be performed by Consultant is more fully set forth in Exhibit A, attached hereto and incorporated by this reference.

2. TIME FOR COMMENCEMENT AND COMPLETION OF WORK:

Consultant shall commence work pursuant to this Agreement, 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 (Exhibit A).

Consultant shall submit to City such reports, diagrams, drawings and other work products as may be designated in the scope of services (Exhibit A).

Consultant 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.

3. COMPENSATION:

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

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

3.1. METHOD OF PAYMENT:

Consultant 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. Consultant's compensation for all work under this Agreement shall not exceed the amount of the Fee Schedule (Exhibit B).

3.2. COSTS:

The Fee Schedule (Exhibit B) shall include all reimbursable costs required for the performance of the scope of services (Exhibit A). 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.

3.3. AUDITING:

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

Consultant agrees that City or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. Consultant 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. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

4. BENEFITS:

As an independent contractor, Consultant shall not be entitled to any benefits from City, including but not limited to PERS retirement, sick leave, vacation, administrative leave, health insurance, deferred compensation, or life insurance.

5. CONSULTANT IS NOT AN EMPLOYEE OF CITY:

Consultant 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 Consultant meet specific standards without regard to the manner and means of accomplishment thereof.

6. INSURANCE REQUIREMENTS FOR CONSULTANT:

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

///

///

///

7. TERMINATION:

(a) Termination by Consultant - In the event Consultant terminates this Agreement, he shall give City at least twenty-one (21) days advance written notice and shall be entitled to all earned compensation.

(b) Termination by City – The City Manager may terminate this Agreement at any time, with or without cause. Twenty-four (24) hours Notice of Termination shall be provided to Consultant in writing.

Upon termination, Consultant shall immediately suspend all work on behalf of City 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 Consultant with third parties in reliance upon this Agreement.

8. CONFIDENTIALITY:

Consultant 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 Consultant and clearly marked by Consultant as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by Consultant. Consultant acknowledges that City is subject to the California Public Records Act.

9. CITY BUSINESS LICENSE REQUIREMENT:

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

10. NOTICES:

All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To City:

Konradt Bartlam, City Manager
City of Lodi
221 West Pine Street
Lodi, CA 95240

To Consultant:

Matt Foskett Consulting LLC
Attn: Matt Foskett
2464 Portola Way
Sacramento, CA 95818

11. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by both parties.

12. 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.

13. 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.

14. INTEGRATION AND MODIFICATION:

This Agreement represents the entire understanding of City and Consultant 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.

15. CONFLICT OF INTEREST:

Consultant shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City consultancy. Consultant is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (FPPC Form 700) at the time of appointment, annually thereafter, and at the time of termination of this Contract.

16. CITY ADMINISTRATIVE POLICIES AND PROCEDURES:

Because Consultant will at times be interacting with City employees and third parties in the course of providing services under this Agreement, Consultant agrees to review and comply with City's Drug-free Workplace Policy, Discrimination Policy and City's Discrimination Complaint Procedures, as set forth in the City of Lodi Administrative Policy and Procedure Manual.

17. INDEMNIFICATION AND RESPONSIBILITY FOR DAMAGE:

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

18. 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.

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Consultant has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation

CONSULTANT
MATT FOSKETT CONSULTING LLC

By: 

Konradt Bartlam,
City Manager

By: 

Matt Foksett

Taxpayer ID No. 45-5196669

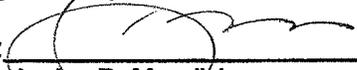
Attest:



Randi Johi
City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney

By: 

Janice D. Magdich
Deputy City Attorney

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule
- Exhibit C: Insurance Requirements

Funding Source: 160603.7323
(Business Unit & Account No.)

Exhibit A

Matt Foskett Consulting LLC will provide assistance to the Client in the areas of rates, cost of service, power supply and transmission costs. This work may include but is not limited to the following:

- **Cost of service**
- **Rate Design and evaluation**
- **Power cost adjustment rate**
- **NCPA resource and bill review**
- **Resource evaluation**
- **Load Forecasting**
- **CAISO and other transmission issue review**
- **Compliance with State Green House Gas Program**
- **Compliance with State Renewable Portfolio Standard**
- **Compliance with CAISO Resource Adequacy requirement**
- **Fuel Procurement**

Exhibit B

Matt Foskett Consulting LLC

FEE SCHEDULE CALENDER YEARS 2012 & 2013

HOURLY BILLING RATES:

- Principle Consultant \$85.00/hour

EXPENSES:

- Auto Mileage \$0.555/mile
IRS standard mileage rate

For vehicle travel outside San Joaquin, Sacramento and southern Placer Counties; no mileage charges will be incurred for trips inside San Joaquin, Sacramento or southern Placer Counties.

- Air Travel At Cost
- Meals and Incidental Expenses (In San Joaquin, Sacramento and southern Placer Counties none, elsewhere at cost)
- Lodging (In San Joaquin, Sacramento and southern Placer Counties none, elsewhere at cost)
- Sub-consulting and Sub-contracting At Cost plus 10%
- Other Reimbursable Expenses At Cost

NOTES:

For vehicle travel outside San Joaquin, Sacramento or southern Placer Counties one half the employees' hourly rate will be charged from home portal to destination portal using Google Maps travel time estimates.

Invoices will be sent at the beginning of the calendar month for services provided and expenses incurred the previous calendar month. Payment is expected within 30 days unless otherwise provided for in the contract.



Exhibit C

5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

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

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

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

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: 90-B4-J508-9



Named Insured:
MATTHEW L FOSKETT LLC
DBA MATTHEW L FOSKETT LLC
2464 PORTOLA WAY
SACRAMENTO CA 95818-3528

Additional Insured (include address):
CITY OF LODI, ITS ELECTED AND
APPOINTED BOARDS, COMMISSIONS,
OFFICERS, AGENTS, EMPLOYEES
AND VOLUNTEERS ARE NAMEDS AS
221 W PINE ST
LODI CA 95240-2019

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other provisions of the policy apply.



State Farm General Insurance Company

900 Old River Rd
Bakersfield, CA 93311-9501

AT1

R-12- 2822-FA5B

U F

002373 0004

CITY OF LODI, ITS ELECTED AND
APPOINTED BOARDS, COMMISSIONS,
OFFICERS, AGENTS, EMPLOYEES
AND VOLUNTEERS ARE NAMEDS AS
221 W PINE ST
LODI CA 95240-2019



NOTICE OF REINSTATEMENT

Business- Office Policy

POLICY NUMBER	90-B4-J508-9
REINSTATEMENT DATE	JUN 06 2012
DATE PROCESSED	APR 02 2013
AMOUNT PAID	\$30.00

PLEASE KEEP FOR YOUR RECORDS

We are pleased to acknowledge receipt of the premium due on this policy. This policy will be continued in force subject to its printed terms and conditions upon the payment check clearing through your bank.

Insured:

MATTHEW L FOSKETT LLC
DBA MATTHEW L FOSKETT LLC
2464 PORTOLA WAY
SACRAMENTO CA 95818-3528

Location:

2464 PORTOLA WAY
SACRAMENTO CA
95818-3528

Agent: KEN PERRY
Telephone: (916) 452-6668

12

2373 AI-V
530-177.13 (01/3072d) Rev. 10-2004

001

0101-ST-S000C08
ST-S00008

RESOLUTION NO. 2012-80

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR
CONSULTING SERVICES WITH MATT FOSKETT
CONSULTING, LLC FOR ELECTRIC UTILITY RATES AND
RESOURCES SERVICES

=====

WHEREAS, the Electric Utility Department requires consulting services for planning, evaluation, acquisition, and operation of bulk power supplies and delivery resources as well as the development of electric utility rates; and

WHEREAS, the agreement for consulting services with Matt Foskett Consulting, LLC will provide these services as outlined in the scope of work; and

WHEREAS, Mr. Foskett has over 30 years of experience in the electric utility industry; and

WHEREAS, funds are available in the FY 2012/13 EUD Budget Account Number 160603.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an agreement for consulting services with Matt Foskett, LLC for electric utility rates and resources services with administration by the Electric Utility Director in an amount not to exceed \$120,000.

Dated: June 6, 2012

=====

I hereby certify that Resolution No. 2012-80 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 6, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXTEND THE TERM OF THE
CONTRACT WITH MATTHEW FOSKETT CONSULTING, LLC
FOR RATES AND RESOURCES SERVICES

=====

WHEREAS, on June 6, 2012 the City Council adopted a resolution authorizing the City Manager to enter into a Professional Services Agreement with Matthew Foskett Consulting, LLC for consulting services regarding electric utility rates and resources in an amount not to exceed \$120,000; and

WHEREAS, the term of contract is due to expire, however, the scope of work as outlined in the contract, is still needed; and

WHEREAS, staff is now requesting a modification to the term of the contract until the completion of the scope of work; and

WHEREAS, no additional funding is required, and all other terms and conditions of the agreement will remain the same.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to extend the term of the contract with Matthew Foskett Consulting, LLC for rates and resources services, to and including December 31, 2013.

Dated: May 15, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Service Agreement with VetSource Mobility of Clarksville, Tennessee, for Purchase and Installation of 15 Mobile Data Computers (\$83,670)

MEETING DATE: May 15, 2013

PREPARED BY: Mark Helms, Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing city manager to execute professional service agreement with VetSource Mobility of Clarksville, Tennessee, for purchase and installation of 15 mobile data computers (\$83,670).

BACKGROUND INFORMATION: The Lodi Police Department began the installation process of Data 911 Mobile Data Computers (MDCs) in 2004 and completed the project in 2007. Since that time, the Data 911 MDCs have become obsolete and unreliable. Replacement parts are difficult to find, requiring the purchase of costly refurbished equipment.

Replacing the current MDCs with new equipment will greatly assist police officers in their daily duties, as well as enhance officer safety. The proposed replacement MDCs are Windows compatible which will assist in the field report writing and enhance department data collection abilities. In addition, the equipment includes a portable Tuffbook laptop computer that can be removed from the vehicle for use by officers to write reports while conducting interviews and investigating cases. Our current MDCs are not portable and require officers to hand write case notes, then return to the vehicle to create their reports.

One of the most important features provided by the new MDCs will be the GPS tracking feature. The GPS will provide dispatch with the exact location of the police vehicle at any time. Should an officer need assistance and be unable to communicate, the GPS provides the location immediately.

We currently have 31 patrol vehicles in the fleet that are in need of MDC replacement. The purchase of 15 MDCs utilizing available grant funding will provide updated technology to approximately half of the fleet. The goal is to purchase the remaining replacement MDCs over the next 12 months by including the replacement cost of new patrol vehicles and with future grant funding.

FISCAL IMPACT: Funding for 15 replacement MDCs will be through grant funds.

FUNDING AVAILABLE: \$73,400 from State COPS Grant (Account 2351001)
\$10,270 from 2011 JAG Grant (Account 2340205)

Jordan Ayers, Deputy City Manager/Internal Services Director

Mark Helms, Chief of Police

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and VETSOURCE MOBILITY of Clarksville, Tennessee (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 the purchase of 15 mobile data computers (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

City acknowledges and consents to Contractor's intent to subcontract a portion of the work under this Agreement to Lehr Auto Electric (hereinafter "Subcontractor"). Notwithstanding, Contractor shall remain fully responsible for performance of the entire scope of work required under this Agreement.

Contractor shall indemnify and hold City harmless with respect to the activities of Subcontractor in the same manner and to the same degree as if Subcontractor was the employee of Contractor.

Contractor shall be solely liable and responsible for all payments or other compensation payable to Subcontractor and its officers, employees, agents, and successors in interest arising through services performed under this Agreement. Contractor's obligation to pay Subcontractor is an independent obligation from City's obligation to pay Contractor.

Contractor shall obtain certificates of insurance which establish that Subcontractor maintains insurance in conformity with the requirements set forth in Exhibit C to this Agreement, and also maintains garage keeper's insurance coverage in an amount of not less than \$1,000,000 each occurrence. Contractor shall ensure delivery of all such insurance certificates to City's Risk Manager and obtain the approval thereof, prior to Subcontractor performing any work for Contractor under this Agreement.

Section 2.6 Term

The term of this Agreement commences on May 27, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs

considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

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

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

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is

caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: VetSource Mobility
1960 Madison Street, Suite J-315
Clarksville, TN 37043
Attn: Matthew Hinton

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

VETSOURCE MOBILITY

By: _____


By: _____
Name:
Title:

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

Funding Source:2351001 & 2340201
(Business Unit & Account No.)

Doc ID:LPD 13-13

CA:rev.01.2012

SCOPE OF SERVICES

VetSource Mobility
1960 Madison St., Ste. J-315
Clarksville, TN 37043

Purchase of 15 Mobile Data Computers, software, misc. hardware for mounting.
Includes installation of all devices, removal of old equipment and shipping.



1960 Madison Street Suite J 315
 Clarksville, TN 37043
 Phone 931-266-4242
 Fax 931-919-1219
support@vetsourcemobility.com



FED TAX ID: 27-1110215
 DUNS: 832258508
 CAGE: 5T3T4

Quote

DATE: March 12, 2013
 Quote # V031213COLPD53-15Q
 Customer PO#
 Prepared By: Matthew Hinton

Bill To: City of Lodi Police Department
 Steve Carillo
 221 W. Pine St.
 Lodi, CA 95241
 209-333-5548

Ship To: City of Lodi Police Department
 Steve Carillo
 221 W. Pine St.
 Lodi, CA 95241

Comments or Special Instructions: SHIPPING IS TBD

QUANTITY	SKU	DESCRIPTION	MSRP	DSM PRICE	AMOUNT
15	DSM-53BUSRGGD	Win7, Intel Core i5-3320M 2.60GHZ, vPro, 14.0 HD Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n, Bluetooth, Dual Pass (Upper:WWAN/ Lower:WLAN), Verizon 4G LTE, Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred	\$ 3,299.00	\$ 2,460.00	\$ 36,900.00
15	DSM-PSPP5Y	Toughbook Protection Plus, No-Fault Accident Forgiveness, 5 Yr Warranty	\$ 800.00	\$ 663.00	\$ 9,945.00
15	DSM-MSOFF13	Microsoft Office 2013 English Local Government OPEN 1 License No Level	\$ 297.00	\$ 289.00	\$ 4,335.00
15	DSM-MSOFFINS	Load Microsoft Office Software	\$ 50.00	\$ 40.00	\$ 600.00
15	DSM-GJ53KIT	Gamber-Johnson DOCKING STATION KIT - includes Dock for CF-53 with DUAL RF and LIND EXTERNAL Power Supply, Screen Support	\$ 1,039.00	\$ 675.00	\$ 10,125.00
15	DSM-GJL0DImount	Mounting equipment: lower base, upper pole, support and motion device.	\$ 316.00	\$ 256.50	\$ 3,847.50
15	DSM-GPSWHT	Antenna Plus AP-Navigator 4x - GPS / cellular phone / Wi-Fi "Hockey Puck" antenna - THREADED BOLT - WHITE - USB - Compatible w/ Panasonic Gamber Johnson Docking Stations	\$ 390.00	\$ 335.00	\$ 5,025.00
15	DSM-LODInstall	Crown Victoria installation & removal of old equipment	\$ 1,699.00	\$ 425.00	\$ 6,375.00
15	DSM-PSBRNZ	Initial Imaging, Asset Tagging, & Shipping	\$ 60.00	\$ 57.00	\$ 855.00
				SUBTOTAL	\$ 78,007.50
				TAX RATE	0.00%
				SALES TAX	
				SHIPPING & INS	
				TOTAL	\$ 78,007.50

Terms of Quote:

Payment is to be made by Check, Credit Card (3% Conv. Fee), or approved Financing Options.
 Integration services on computer hardware may require partial or complete prepayment.

SUBTOTAL	\$ 78,007.50
TAX RATE	0.00%
SALES TAX	
SHIPPING & INS	
TOTAL	\$ 78,007.50
	\$ 2,166.88

Apx. 36 Month FMV Lease Option (Subject to Credit)

Payment address: 1960 Madison St. Suite J 315 Clarksville, Tennessee 37043
 If credit terms are approved (Net10 or Net20), buyer agrees to 1.5% fee if payment due date is missed.

Thank you for your business. If you are ever anything less than completely satisfied with your experience, please contact the managing partners of DataSource Mobility: Scott Giles 931-266-4242 ext 102, sgiles@vetsourcemobility.com; or Bill Presler ext 101, bpresler@vetsourcemobility.com.

Tax 5662.20
 \$ 83669.70



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

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

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

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

A copy of the certificate of insurance with the following endorsements, which may be blanket endorsements, shall be furnished to the City:

- (a) Additional Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

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

RESOLUTION NO. 2013- _____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT FOR
PURCHASE AND INSTALLATION OF 15 MOBILE DATA COMPUTERS WITH
VETSOURCE MOBILITY OF CLARKSVILLE, TENNESSEE, AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, Lodi Police Department originally purchased Mobile Data Computers for patrol units over a period of three years from 2004 through 2007; and

WHEREAS, the majority of current Mobile Data Computers are more than eight years old and are unreliable and in need of replacement to remain current with technology available for police services and safety; and the Police Department has been informed that repairs to the computers and parts will become obsolete in the near future; and

WHEREAS, the unreliability of the Mobile Data Computers, and the inevitable failure to repair the equipment, creates not only an obstacle for day to day operations in serving the community but a concern for the safety of officers in the field as well as the citizens served; and

WHEREAS, it is recommended that 15 replacement Mobile Data Computers be purchased from VetSource Mobility and installed in police vehicles in the total amount of \$83,670, to replace approximately one half of Lodi Police Department's existing Mobile Data Computers.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the purchase and installation 15 Mobile Data Computers by VetSource Mobility in the amount of \$83,670; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$83,670 be appropriated from State COPS Grant (\$73,400) and 2010 JAG Grant (\$10,270) for this purchase and installation.

Dated: May 15, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System

MEETING DATE: May 15, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Receive report on resolution of the Public Works Emergency requiring the immediate repair of the Blakely Pool circulation system.

BACKGROUND INFORMATION: On April 3, 2013, the City Council made a finding that a public works emergency existed at the south pool at the Blakely Park pool complex, due to a massive leak (8,000 gallons per day) suspected in the circulation system. The council authorized the City Manager to execute a contract with Paragon Pools in an amount not to exceed \$20,000 and begin repair work as soon as possible. On May 1, 2013, the City Council declared the emergency continues to exist, as repairs had not been completed.

Three leaks below-ground leaks were detected, including one that had created a significant void beneath the concrete pool deck. In addition, one of the circulation pipes had collapsed. A large portion of the circulation system is being replaced because of this damage. Additional information will be presented to the Council at the meeting.

Staff will provide the City Council a report on work performed to date. If the repair is not completed, the City Council will be asked to again declare the Public Works Emergency exists (Public Contract Code sections 20168 and 22050). A four-fifths vote will be required to permit the immediate expenditure of public money to safeguard life, health or property, and that the emergency will not permit a delay caused by bidding.

FISCAL IMPACT: Will be reported to City Council at the meeting.

FUNDING AVAILABLE: Will be reported to City Council at the meeting.

Jeff Hood
Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Partial Funding of Other Post Employment Benefits Liability and Appropriating Funds (\$698,000)

MEETING DATE: May 15, 2013

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving partial funding of Other Post Employment Benefits liability and appropriating funds in the amount of \$698,000.

BACKGROUND INFORMATION: Council received information regarding the status of the City's unfunded Other Post Employment Benefits (OPEB) liability at a Shirtsleeve Session on April 9, 2013. At June 30, 2012, the recorded unfunded liability was \$3,621,593. Council indicated a desire to begin funding the liability.

Staff has identified a one-time revenue source to partially fund the General Fund portion of the OPEB liability. As Council has been advised, the City received \$697,955 in the form of a refund of overpayments to the County for property tax administration fees in the current year. Property tax administration fees are paid solely by the General Fund. Staff proposes that Council approve using these one-time funds to partially fund the outstanding liability. Staff further proposes that an additional amount of \$301,000 be transferred from other funds outside the General Fund to partially fund the outstanding liability. Amounts for all funds have been determined based upon the ratio of positions within each fund. The table below shows the complete funding proposal:

Fund	Amount
General Fund	\$698,000
Electric	\$105,000
Water/Wastewater	\$135,000
Streets	\$16,000
Transit	\$8,000
Community Development	\$21,000
PRCS	\$16,000
Total	\$999,000

Staff requests that Council approve the funding proposal and appropriate funds within the General Fund. Amounts within funds outside the General Fund will be absorbed within existing appropriations.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: Partially funding the outstanding liability represents fiscal prudence. It is also expected that partial funding will have a positive impact on future actuarial reports and be looked upon favorably by rating agencies.

FUNDING AVAILABLE: Appropriation requested: General Fund \$698,000.

Funding for this expense outside the General Fund will be absorbed within existing appropriations.

Jordan Ayers
Deputy City Manager

JA/ja

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **Jordan Ayers** 5. DATE: **5/15/13**
 4. DEPARTMENT/DIVISION: **City Manager**

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100	1001	5394	Revenue-Other	\$698,000.00
	270		4210	Operating Transfers In	\$698,000.00
B. USE OF FINANCING	100		4220	Operating Transfers Out	\$698,000.00

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

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

To recognize refund from San Joaquin County related to overpayment of Property Tax Administration Fees for years 2006/07 thru 2011/12 and appropriate same, transferring funds to the Benefits fund to partially fund the OPEB liability.

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

Meeting Date: 5/15/13 Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: *Jordan Ayers*

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

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

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
PARTIAL FUNDING OF OTHER POST EMPLOYMENT BENEFITS
LIABILITY AND APPROPRIATING FUNDS

WHEREAS, the City has an unfunded liability related to Other Post-Employment Benefits in the amount of \$3,621,593 at June 30, 2012; and

WHEREAS, Council has expressed its desire to begin funding the OPEB liability, and

WHEREAS, staff recommends using one-time money derived from a refund of overpayments to San Joaquin County for property tax administration fees to fund the General Fund portion of the OPEB liability; and

WHEREAS, staff recommends that funds outside the General Fund contribute a proportionate share of costs toward funding the OPEB liability; and

WHEREAS, partial funding of the OPEB liability represents fiscal prudence and is expected to have a positive impact on actuarial report calculations and rating agency perceptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve partial funding of the OPEB liability in the following amounts:

Fund	Amount
General Fund	\$698,000
Electric	\$105,000
Water/Wastewater	\$135,000
Streets	\$16,000
Transit	\$8,000
Community Development	\$21,000
PRCS	\$16,000
Total	\$999,000

BE IT FURTHER RESOLVED that funds in the amount of \$698,000 be appropriated in the General Fund for this purpose.

Dated: May 15, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following votes:

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

RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2013/14

MEETING DATE: May 15, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2013/14.

BACKGROUND INFORMATION: Attached is a summary of the San Joaquin Council of Governments' (COG) Annual Financial Plan (AFP) for Fiscal Year 2013/14. The COG Board adopted the AFP on March 28, 2013. Pursuant to COG's Joint Powers Agreement, the budget is to be ratified by the City of Lodi and the other agencies in the County following adoption by the COG Board.

Staff would like to acknowledge both the importance of the work COG performs and the significant and excellent assistance their staff provides in delivering transportation projects in the City and the entire County.

FISCAL IMPACT: This is the operating plan for COG. COG oversees Measure K funding for several projects in Lodi, including street maintenance and Transit, as well as the administration of several federal funding sources.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

FWS/PJF/pmf

Attachment

cc: D. Stephen Schwabauer, City Attorney
Steve Dial, COG Deputy Executive Director/Chief Financial Officer

APPROVED: _____
Konradt Bartlam, City Manager



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-13-33

RESOLUTION APPROVING THE ADOPTION OF THE 2013-14
ANNUAL FINANCIAL PLAN
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2013-14 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 28th day of March 2013 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Supervisor Bestolarides, San Joaquin County; Councilman DeBrum, Manteca; Councilman Dresser, Lathrop; Councilman Hansen, Lodi; Mayor Ives, Tracy; Councilman Holman, Stockton; Mayor Silva, Stockton; Supervisor Villapudua, San Joaquin County; Vice Mayor Winn, Ripon; Councilman Zapien, Stockton.

NOES: None.

ABSENT: Councilman Laugero, Escalon; Supervisor Vogel, San Joaquin County.



KEN VOGEL
Chair

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2013/14
Proposed March 28, 2013

REVENUES	FY 2011-12 Actual	FY 2012-13 Amend.#2	FY 2013-14 Proposed	+/- Change
Federal Grants	\$ 2,289,790	\$ 2,583,846	\$ 2,396,700	\$ (187,146)
State Grants	\$ 711,013	\$ 1,750,995	\$ 1,428,732	\$ (322,263)
Local	\$ 3,176,929	\$ 3,601,935	\$ 3,501,070	\$ (100,865)
Interest	\$ 5,929	\$ 5,000	\$ 5,000	\$ -
Other	\$ 30,543	\$ 15,000	\$ 15,000	\$ -
SJCOG OPERATING REVENUE	\$ 6,214,204	\$ 7,956,776	\$ 7,346,502	\$ (610,274)
EXPENDITURES				
Salaries & Benefits	\$ 3,550,834	\$ 3,631,164	\$ 3,682,482	\$ 51,318
Services & Supplies	\$ 772,852	\$ 1,070,600	\$ 1,070,600	\$ -
Office Expense	\$ 153,123	\$ 255,800	\$ 255,800	\$ -
Communications	\$ 53,229	\$ 60,000	\$ 60,000	\$ -
Memberships	\$ 31,407	\$ 42,000	\$ 42,000	\$ -
Maintenance - Equipment	\$ 3,981	\$ 13,000	\$ 13,000	\$ -
Rents & Leases - Equipment	\$ 118,762	\$ 210,000	\$ 210,000	\$ -
Transportation, Travel & Training (In & Out of State)	\$ 96,324	\$ 110,000	\$ 110,000	\$ -
Publications & Legal Notices	\$ 4,763	\$ 27,000	\$ 27,000	\$ -
Insurance	\$ 85,227	\$ 92,000	\$ 92,000	\$ -
Building Maintenance	\$ 158,513	\$ 160,800	\$ 160,800	\$ -
Debt Service	\$ 67,523	\$ 100,000	\$ 100,000	\$ -
Professional Services	\$ 1,767,860	\$ 3,094,512	\$ 2,452,920	\$ (641,592)
Capital Outlay	\$ 74,373	\$ 160,500	\$ 140,500	\$ (20,000)
Unallocated/Reserve	\$ -			0
SJCOG OPERATING EXPENDITURES	\$ 6,165,919	\$ 7,956,776	\$ 7,346,502	\$ (610,274)
Excess (Deficit) Revenues Over Expenditures (Operating)	\$ 48,285	\$ (0)		

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
RATIFYING THE SAN JOAQUIN COUNCIL OF
GOVERNMENTS' (SJCOG) 2013-14 ANNUAL
FINANCIAL PLAN

=====

WHEREAS, the San Joaquin Council of Governments (SJCOG) has approved its fiscal year 2013-14 budget by adopting Resolution No. R-13-33 as shown on the attached, marked Exhibit A; and

WHEREAS, SJCOG is required to forward such Resolution to its member governments for their review and ratification; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby ratifies the San Joaquin Council of Governments' 2013-14 Annual Financial Plan.

Dated: May 15, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following vote:

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

RANDI JOHL
City Clerk



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-13-33

RESOLUTION APPROVING THE ADOPTION OF THE 2013-14
ANNUAL FINANCIAL PLAN
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2013-14 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 28th day of March 2013 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Supervisor Bestolarides, San Joaquin County; Councilman DeBrum, Manteca; Councilman Dresser, Lathrop; Councilman Hansen, Lodi; Mayor Ives, Tracy; Councilman Holman, Stockton; Mayor Silva, Stockton; Supervisor Villapudua, San Joaquin County; Vice Mayor Winn, Ripon; Councilman Zapien, Stockton.

NOES: None.

ABSENT: Councilman Laugero, Escalon; Supervisor Vogel, San Joaquin County.



KEN VOGEL
Chair

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2013/14
Proposed March 28, 2013

REVENUES	FY 2011-12 Actual	FY 2012-13 Amend.#2	FY 2013-14 Proposed	+/- Change
Federal Grants	\$ 2,289,790	\$ 2,583,846	\$ 2,396,700	\$ (187,146)
State Grants	\$ 711,013	\$ 1,750,995	\$ 1,428,732	\$ (322,263)
Local	\$ 3,176,929	\$ 3,601,935	\$ 3,501,070	\$ (100,865)
Interest	\$ 5,929	\$ 5,000	\$ 5,000	\$ -
Other	\$ 30,543	\$ 15,000	\$ 15,000	\$ -
SJCOG OPERATING REVENUE	\$ 6,214,204	\$ 7,956,776	\$ 7,346,502	\$ (610,274)
EXPENDITURES				
Salaries & Benefits	\$ 3,550,834	\$ 3,631,164	\$ 3,682,482	\$ 51,318
Services & Supplies	\$ 772,852	\$ 1,070,600	\$ 1,070,600	\$ -
Office Expense	\$ 153,123	\$ 255,800	\$ 255,800	\$ -
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Memberships	\$ 31,407	\$ 42,000	\$ 42,000	\$ -
Maintenance - Equipment	\$ 3,981	\$ 13,000	\$ 13,000	\$ -
Rents & Leases - Equipment	\$ 118,762	\$ 210,000	\$ 210,000	\$ -
Transportation, Travel & Training (In & Out of State)	\$ 96,324	\$ 110,000	\$ 110,000	\$ -
Publications & Legal Notices	\$ 4,763	\$ 27,000	\$ 27,000	\$ -
Insurance	\$ 85,227	\$ 92,000	\$ 92,000	\$ -
Building Maintenance	\$ 158,513	\$ 160,800	\$ 160,800	\$ -
Debt Service	\$ 67,523	\$ 100,000	\$ 100,000	\$ -
Professional Services	\$ 1,767,860	\$ 3,094,512	\$ 2,452,920	\$ (641,592)
Capital Outlay	\$ 74,373	\$ 160,500	\$ 140,500	\$ (20,000)
Unallocated/Reserve	\$ -			0
SJCOG OPERATING EXPENDITURES	\$ 6,165,919	\$ 7,956,776	\$ 7,346,502	\$ (610,274)
Excess (Deficit) Revenues Over Expenditures (Operating)	\$ 48,285	\$ (0)		

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial and Industrial Customers

MEETING DATE: May 15, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution setting pre-approved Engineering News Record Adjustment Index for wastewater rates for residential, commercial and industrial customers.

BACKGROUND INFORMATION: City Council approved wastewater rate increases of 25 percent effective July 16, 2009; 20 percent effective July 1, 2010; 10 percent effective July 1, 2011; and 5 percent effective July 1, 2012. Also, the City Council approved an Engineering News Record – 20 Cities Average (ENR) based indexing of wastewater rates beginning with FY 2012/13. 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, 2013. The rates for this next year, attached as Exhibit B, reflect an increase of 2.5 percent, which is lower than the ENR-based index of 2.8. The rate increase for this past year was 3 percent, lower than the 5-percent increase anticipated in 2009.

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.

F. Wally Sandelin
Public Works Director

FWS/pmf

Attachments

cc: Information Systems Manager
Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
	3%	2.5%	3%	3%	3%	3%	3%	3%
WASTEWATER OPERATING FUND (170)								
<i>Beginning Balance</i>	2,892,538	5,461,860	4,362,182	4,244,104	4,293,626	5,833,748	7,069,470	8,805,792
<i>Revenues</i>								
Wastewater Sales	13,705,000	14,075,000	14,525,000	14,990,000	15,470,000	15,965,000	16,476,000	17,003,000
Interest Earnings	34,000	60,000	49,000	166,000	168,000	222,000	265,000	326,000
Other Revenues	196,000	202,300	208,600	214,900	221,200	227,500	233,800	241,200
Transfer In for Debt Service (172)	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Transfer In for Debt Service (173)	1,433,000	7,000	83,000	97,000	113,000	129,000	299,000	415,000
Transfer From/(To) Rate Stabilization Fund (174)	-	-	-	-	-	-	-	-
Total Revenues	15,399,000	14,375,300	14,896,600	15,577,900	16,082,200	16,653,500	17,383,800	18,095,200
<i>Expenditures</i>								
Transfer Out to Gen'l Fund (Cost of Services)	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478
Transfer Out to WW Capital Outlay (171)	500,000	500,000	3,000,000	3,250,000	2,000,000	2,575,000	2,500,000	3,500,000
Transfer Out To WW Cap. Rsrv. (172)	-	-	-	-	-	-	-	-
Administration & Other	1,075,980	1,116,500	1,159,200	1,202,900	1,247,600	1,294,300	1,343,000	1,392,700
Plant Maintenance	4,016,000	4,174,000	4,339,000	4,510,000	4,689,000	4,876,000	5,069,000	5,271,000
Sanitary System Maintenance	702,090	728,000	755,000	783,000	812,000	842,000	873,000	906,000
Storm Drainage Maintenance	556,560	579,000	602,000	627,000	652,000	678,000	706,000	735,000
Industrial System Maintenance	34,570	36,000	37,000	38,000	39,000	40,000	41,000	42,000
2003 Wastewater COP Debt Service	381,000	3,266,000	-	-	-	-	-	-
2004 Wastewater COP Debt Service	2,138,000	98,000	98,000	98,000	98,000	98,000	98,000	98,000
2007 Wastewater COP Debt Service	1,599,000	1,604,000	1,603,000	1,607,000	1,606,000	1,614,000	1,617,000	1,609,000
2012 Wastewater Refinancing	375,000	1,922,000	1,970,000	1,961,000	1,947,000	1,949,000	1,949,000	1,951,000
Total Expenditures	12,829,678	15,474,978	15,014,678	15,528,378	14,542,078	15,417,778	15,647,478	16,956,178
<i>Ending Balance</i>	5,461,860	4,362,182	4,244,104	4,293,626	5,833,748	7,069,470	8,805,792	9,944,814
Operating Reserve (25%)	2,989,000	3,263,000	2,511,000	2,579,000	2,649,000	2,723,000	2,800,000	2,876,000
Available Balance	2,472,860	1,099,182	1,733,104	1,714,626	3,184,748	4,346,470	6,005,792	7,068,814
Debt Service Coverage (min. = 1.20)	1.54	0.96	1.86	1.97	2.04	2.11	2.19	2.27
without COST	1.86	2.23	2.25	2.37	2.44	2.51	2.58	2.67
WASTEWATER CAPITAL OUTLAY (171)								
<i>Beginning Balance</i>	7,394,480	5,483,810	2,839,810	1,413,810	348,810	1,439,810	328,810	2,261,810
<i>Revenues</i>								
Transfer In (from 170)	-	-	2,500,000	2,750,000	1,500,000	2,075,000	2,000,000	3,000,000
Transfer In (from 170-Deprec.)	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Other Revenue	-	-	-	-	-	-	-	-
Investment Earnings	-	-	-	-	-	-	-	-
Total Revenues	500,000	500,000	3,000,000	3,250,000	2,000,000	2,575,000	2,500,000	3,500,000
<i>Expenditures</i>								
Financial System Replacement	-	250,000	250,000	-	-	-	-	-

25%

**City of Lodi -- Wastewater Utility
Financial Plan Summary**

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Financial Planning	22,670	-	-	-	-	-	-	-
Misc. System Relocations	35,000	35,000	36,000	38,000	39,000	41,000	43,000	44,000
Misc. Wastewater Taps	40,000	40,000	42,000	43,000	45,000	47,000	49,000	51,000
Collect. System Capac. Enhanc. Projects	20,000	200,000	21,000	216,000	22,000	234,000	24,000	253,000
Wastewater Main Replac./Lining Proj.	609,000	2,000,000	104,000	2,163,000	112,000	2,340,000	122,000	2,531,000
Storm Drain Trash Handling System	400,000	30,000	312,000	1,622,000	-	-	-	-
Lift Sta. Remote Term. Unit Replac.	20,000	-	-	-	-	-	-	-
Utility Frame & Cover Replacement	110,000	-	-	-	-	-	-	-
Lift Station Generator Replacements	100,000	-	260,000	-	-	-	-	-
Vehicles /Equipment	150,000	75,000	62,000	70,000	79,000	877,000	182,000	190,000
White Slough Compliance Studies & Rpts	-	-	-	-	-	-	-	-
Plant Maint. & Land Applic. Area Improv.	75,000	-	-	-	-	-	-	-
Influent Screening Replacement	-	-	2,000,000	-	-	-	-	-
UV Disinfection Upgrade	-	-	300,000	-	-	-	-	-
Aeration Diffuser Replacement	-	-	-	-	500,000	-	-	-
Cloth Filter Media Replacement	-	30,000	-	30,000	-	30,000	-	-
Digested Sludge Line to Presses	-	30,000	-	-	-	-	-	-
Electrical Upgrades	-	-	50,000	-	-	-	-	-
Admin/Ops Building Improvements	-	-	750,000	-	-	-	-	-
Rotary Press Maintenance Crane	-	25,000	-	-	-	-	-	-
Pond Gates	-	35,000	-	-	-	-	-	-
Shop Rollup Door	-	7,500	-	-	-	-	-	-
Emergency Generator Maintenance	-	20,000	-	-	-	-	-	-
Road to Outfall Repair	-	10,000	-	-	-	-	-	-
Secondary Scum Trough Drives	-	11,500	-	-	-	-	-	-
Misc Paving	-	10,000	-	-	-	-	-	-
SCADA Upgrades/PLC Replacement	-	-	75,000	-	-	-	-	-
Primary Chain & Flights	75,000	80,000	40,000	-	-	-	-	-
Boiler Retube	-	-	20,000	-	-	-	-	-
Chain Hoist	35,000	-	-	-	-	-	-	-
Gas compressor (WSWPCF)	14,000	-	-	-	-	-	-	-
Dissolved Air Flootation Tank Rebuild	225,000	-	-	-	-	-	-	-
Tailwater Pump (WSWPCF)	25,000	-	-	-	-	-	-	-
UV Bypass System Improvements	100,000	-	-	-	-	-	-	-
Fence Repairs/Upgrades	-	25,000	-	25,000	-	-	25,000	-
Anaerobic Digester Painting	130,000	-	-	-	-	-	-	-
Digester Cleaning & Gas Scrubber Relining	125,000	-	-	-	-	-	-	-
Plant Security Enhancements	-	130,000	-	-	-	-	-	-
Miscellaneous Future Projects	100,000	100,000	104,000	108,000	112,000	117,000	122,000	127,000
Total Expenditures	2,410,670	3,144,000	4,426,000	4,315,000	909,000	3,686,000	567,000	3,196,000
Ending Balance	5,483,810	2,839,810	1,413,810	348,810	1,439,810	328,810	2,261,810	2,565,810

City of Lodi -- Wastewater Utility
Financial Plan Summary

FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
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WASTEWATER CAPITAL RESERVE (172)

Beginning Balance	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539
Revenues								
Transfer In from 170	-	-	-	-	-	-	-	-
Interest Earnings	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Total Revenues	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Expenditures								
White Slough Solids Handling Facility	-	-	-	-	-	-	-	-
White Slough Sludge Thickening	-	-	-	-	-	-	-	-
Transfer Out to 170 (for Debt Service)	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Total Expenditures	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Ending Balance	3,135,539							
Restricted Debt Service Reserve	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536
2007 COP Proceeds (w/ fiscal agent)	756,003	756,003	756,003	756,003	756,003	756,003	756,003	756,003
Cash Deficit (amt. owed for past DS)	-	-	-	-	-	-	-	-

IMF WASTEWATER FACILITIES (173)

Beginning Balance	662,952	6,952	82,952	96,952	112,952	128,952	298,569	414,569
Revenues								
Wastewater IMF	770,000	333,000	346,000	360,000	375,000	390,000	405,000	421,000
Wastewater IMF from PCE/TCE & WTP								
Interest Earnings	7,000	-	1,000	3,000	4,000	5,000	10,000	15,000
Total Revenues	777,000	333,000	347,000	363,000	379,000	395,000	415,000	436,000
Expenditures								
Transfer Out (to 170 for Debt Service)	1,433,000	7,000	83,000	97,000	113,000	129,000	299,000	415,000
Transfer Out (refund PCE/TCE)	-	250,000	250,000	250,000	250,000	96,383	-	-
City-Wide IMF Program Update	-	-	-	-	-	-	-	-
Total Expenditures	1,433,000	257,000	333,000	347,000	363,000	225,383	299,000	415,000
Ending Balance	6,952	82,952	96,952	112,952	128,952	298,569	414,569	435,569
Owed to Fund 170 for Debt Service	116,000	1,919,000	2,796,000	3,662,000	4,511,000	5,349,000	6,019,000	6,568,000

City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
WW Rate Stabilization Fund (174)								
Beginning Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Revenues								
Transfer In from 170	-	-	-	-	-	-	-	-
Total Revenues	-	-	-	-	-	-	-	-
Expenditures								
Transfer Out to 170	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-
Ending Balance	500,000							

Aggregate End-of-Year Balance	14,588,000	10,920,000	9,390,000	8,391,000	11,038,000	11,332,000	15,118,000	16,582,000
Operating Reserve (25%)	2,989,000	3,263,000	2,511,000	2,579,000	2,649,000	2,723,000	2,800,000	2,876,000
Restricted DS Reserve	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536
2007 COP Proceeds	756,003	756,003	756,003	756,003	756,003	756,003	756,003	756,003
Rate Stabilization Fund	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	7,963,461	4,021,461	3,243,461	2,176,461	4,753,461	4,973,461	8,682,461	10,070,461

Exhibit B
City of Lodi -- Wastewater Utility
Current and Proposed Wastewater Rates

	Current	July 2013
Residential		
Percent Increase		2.5
Flat Rates (\$/month)		
1 Bedroom	\$ 25.20	\$ 25.83
2 Bedroom	\$ 33.60	\$ 34.44
3 Bedroom	\$ 42.00	\$ 43.05
4 Bedroom	\$ 50.40	\$ 51.66
5 Bedroom	\$ 58.80	\$ 60.27
6 Bedroom	\$ 67.20	\$ 68.88
7 Bedroom	\$ 75.60	\$ 77.49
Usage-Based Rates		
Service Charge (\$/month)	\$ 22.95	\$ 23.52
Usage Charge (\$/CCF) (1)	\$ 2.61	\$ 2.68
Non-Residential (\$/month)		
Moderate Strength (per SSU)	\$ 33.60	\$ 34.44
High Strength		
Flow (per MG, annual basis)	\$ 3,402.35	\$ 3,487.41
BOD (per 1,000 lbs, annual basis)	\$ 561.47	\$ 575.51
SS (per 1,000 lbs, annual basis)	\$ 351.07	\$ 359.85
Grease Interceptor & Septic Holding Tank		
Waste within City Limits (per 1,000 gal.)	\$ 297.29	\$ 304.72
Septic (only) Holding Tank Waste		
Outside City Limits (per 1,000 gal.)	\$ 631.11	\$ 646.89
Disposal to Storm Drain System (per MG)	\$ 312.28	\$ 320.09

Notes:

(1) Winter water usage determined as average monthly usage from December through February.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SETTING PRE-APPROVED ENGINEERING NEWS
RECORD ADJUSTMENT INDEX FOR WASTEWATER
RATES FOR RESIDENTIAL, COMMERCIAL AND
INDUSTRIAL CUSTOMERS

=====

WHEREAS, Resolution No. 2009-100 approved wastewater rate increases of 25 percent effective July 2009; 20 percent effective July 2010; 10 percent effective July 2011; and five percent effective July 2012; and also approved an Engineering News Record – 20 Cities Average (ENR) based indexing of wastewater rates beginning with FY 2012/13. A Proposition 218 procedure was conducted that validated these actions; and

WHEREAS, staff has regularly updated the Wastewater Utility Financial Plan with the assistance of the The Reed Consulting Group, Inc., of Sacramento, and the recommended rate adjustment in the Financial Plan is 2.5 percent beginning July 1, 2013; and

WHEREAS, the rates for current adjustment reflect a 2.5 percent increase that is substantially lower than the five percent increase anticipated in 2009.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve usage-based and flat rate monthly wastewater rates for residential, commercial and industrial customers as outlined on Exhibit A attached with the effective date of the increase to be July 1, 2013.

Dated: May 15, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following vote:

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

RANDI JOHL
City Clerk

Exhibit A
City of Lodi -- Wastewater Utility
Current and Proposed Wastewater Rates

	Current	July 2013
Residential		
Percent Increase		2.5
Flat Rates (\$/month)		
1 Bedroom	\$ 25.20	\$ 25.83
2 Bedroom	\$ 33.60	\$ 34.44
3 Bedroom	\$ 42.00	\$ 43.05
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5 Bedroom	\$ 58.80	\$ 60.27
6 Bedroom	\$ 67.20	\$ 68.88
7 Bedroom	\$ 75.60	\$ 77.49
Usage-Based Rates		
Service Charge (\$/month)	\$ 22.95	\$ 23.52
Usage Charge (\$/CCF) (1)	\$ 2.61	\$ 2.68
Non-Residential (\$/month)		
Moderate Strength (per SSU)	\$ 33.60	\$ 34.44
High Strength		
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BOD (per 1,000 lbs, annual basis)	\$ 561.47	\$ 575.51
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Grease Interceptor & Septic Holding Tank		
Waste within City Limits (per 1,000 gal.)	\$ 297.29	\$ 304.72
Septic (only) Holding Tank Waste		
Outside City Limits (per 1,000 gal.)	\$ 631.11	\$ 646.89
Disposal to Storm Drain System (per MG)	\$ 312.28	\$ 320.09

Notes:

(1) Winter water usage determined as average monthly usage from December through February.



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION SETTING PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR WASTEWATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

PUBLISH DATE: SATURDAY, MARCH 23, 2013

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, MARCH 21, 2013

**ORDERED BY: RANDI JOHL
CITY CLERK**

Jennifer M. Robison
**JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK**

**MARIA BECERRA
ADMINISTRATIVE CLERK**

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ CF _____ MB _____ JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER RESOLUTION SETTING PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR WASTEWATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

On Thursday, March 21, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers (attached and marked as Exhibit A) was posted at the following locations:

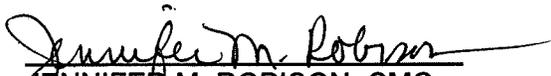
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

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

Executed on March 21, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: May 15, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

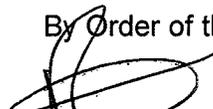
NOTICE IS HEREBY GIVEN that on **Wednesday, May 15, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: March 20, 2013

Approved as to form:

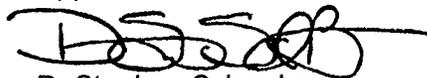

D. Stephen Schwabauer
City Attorney

EXHIBIT A

**City of Lodi -- Wastewater Utility
Current and Proposed Wastewater Rates**

	Current	July 2013
Residential		
Percent Increase		2.5
Flat Rates (\$/month)		
1 Bedroom	\$ 25.20	\$ 25.83
2 Bedroom	\$ 33.60	\$ 34.44
3 Bedroom	\$ 42.00	\$ 43.05
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5 Bedroom	\$ 58.80	\$ 60.27
6 Bedroom	\$ 67.20	\$ 68.88
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Flow (per MG, annual basis)	\$ 3,402.35	\$ 3,487.41
BOD (per 1,000 lbs, annual basis)	\$ 561.47	\$ 575.51
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Grease Interceptor & Septic Holding Tank Waste within City Limits (per 1,000 gal.)	\$ 297.29	\$ 304.72
Septic (only) Holding Tank Waste Outside City Limits (per 1,000 gal.)	\$ 631.11	\$ 646.89
Disposal to Storm Drain System (per MG)	\$ 312.28	\$ 320.09

Notes:

(1) Winter water usage determined as average monthly usage from December through February.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Introducing Ordinance Revising the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Required Schedule

MEETING DATE: May 15, 2013

PREPARED BY: City Manager

RECOMMENDED ACTION: Public Hearing to consider introducing ordinance revising the Growth Management Ordinance by expiring unused allocations and suspending the required schedule.

BACKGROUND INFORMATION: The City's Growth Management Program was instituted in 1991. The allocation system gives priority through point assignments to projects that reduce impacts on services, infrastructure, and resources. The ordinance sets an annual growth limit of two percent of the City's population, compounded annually. Once the amount of allocation units is figured, the City requires that the allocation of units be distributed among housing types as follows; 65 percent low density, 10 percent medium density and 25 percent high density.

The Growth Management Ordinance includes a priority location area and a point system to assist the City with prioritizing issuance of growth management allocations. The priority location area designates lands available for development and provides development categories of one, two or three, with Priority Area 1 being the first priority area for development. The priority areas are based on availability of city services (e.g., water, wastewater, storm drains, streets, police, fire and parks). The point system was established to rate projects based on various project merits in order to determine if one project should be approved before another, particularly if there are more allocation requests than there are available allocations. However, because the City has had only one growth management allocation request of 12 units since 2006, surplus allocations have accumulated at a fairly rapid pace. The table below provides the numerical history of the program.

Density	Available Allocations		
	Scheduled from 1989-2012	Granted from 1989-2012	Remaining from 1989-2012
Low (0.1-7)	6,648	2,893	3,755
Medium (7.1-20)	1,023	466	557
High (20.1-30)	2,557	0	2,557
TOTAL	10,228	3,359	6,869

APPROVED: _____
Konradt Bartlam, City Manager

The table does not reflect the units that will be added as a result of the 2013 population estimate. This number is calculated once we receive the estimate from the State Department of Finance in the spring. In 2012, the total was 447 allocations.

As previously discussed, the program has added over 2,000 units in available allocations due to the decline in residential construction activity. With nearly 7,000 unallocated units, there is nearly double the amount allocated during the initial 23 years of the program. The recommendation being made is to expire those allocations that have been added since 2008. I am proposing that this be done across two of the three density categories with High Density Residential taking the majority. In the five-year period, 2,235 allocations were added to the reserve. I'm suggesting that we eliminate 800 Low Density and 1,435 High Density allocations. This will still leave a current balance of 4,634 which should be more than enough considering the additions that will still occur on an annual basis.

The second recommendation included in this action is to suspend the current schedule. Since the inception of the program, allocations occurred on a set schedule which ensured that all applications would be scored against each other for priority. Now with so many unused allocations, the scoring of projects is not so critical. Therefore the need to have all applications at one time is not necessary. This adds flexibility to the development community as well as relieving a workload issue for City staff. I believe it is reasonable to suspend the schedule for a set period of time consistent with the current impact mitigation fee program.

FISCAL IMPACT: Not applicable

Konradt Bartlam
City Manager

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LODI REVISING THE GROWTH MANAGEMENT
ORDINANCE BY EXPIRING UNUSED ALLOCATIONS AND
SUSPENDING THE APPLICATION SCHEDULE SET FORTH IN
RESOLUTION NO. 2006-141 THROUGH DECEMBER 31, 2019

=====

WHEREAS, the Lodi City Council adopted Ordinance No. 1521 in 1991 establishing a Growth Management Plan for residential development within the City of Lodi; and

WHEREAS, the Ordinance sets an annual growth limit of two percent of the City's population, compounded annually, and once the amount of allocation units are figured, the City requires that the allocation of units be distributed among housing types as follows: 65 percent low density, 10 percent medium density and 25 percent high density; and

WHEREAS, with nearly 7,000 unallocated units, there is nearly double the amount allocated during the initial 23 years of the program; and

WHEREAS, staff's recommendation is to expire the allocations that have been added since 2008, and that this be done across two of the three density categories with High Density Residential taking the majority; and

WHEREAS, staff recommends that the following allocations be eliminated, leaving a balance of 4,634:

- 800 Low Density; and
- 1,435 High Density allocations; and

WHEREAS, Resolution No. 2006-141 sets forth an application schedule for developers to apply for Growth Management Allocations; and

WHEREAS, the surplus of allocations will render the application schedule unnecessary through the life of the current Development Impact Mitigation Fee Program (December 31, 2019).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1.

- 1) That all allocations since 2008 be expired, eliminating the following allocations:
 - a) 800 Low Density; and
 - b) 1,435 High Density allocations; and

- 2) That the remaining balance of allocations (not including 2013 allocations which have yet to be calculated) be as follows:

a.	2,955 Low Density)	
b.	557 Medium Density)	4,634 Total Allocations
c.	1,122 High Density)	

3) That the current application schedule set forth in Resolution No. 2006-141 be suspended until December 31, 2019.

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

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

SECTION 4. This uncodified ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect 30 days from and after its passage and approval.

Approved this ____ of _____, 2013

ALAN NAKANISHI
Mayor

Attest:

RANDI JOHL
City Clerk

=====

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that this uncodified Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held May 15, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, by the following vote:

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

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

Approved as to Form: RANDI JOHL
City Clerk

D. STEPHEN SCHWABAUER
City Attorney



**Please immediately confirm receipt
of this fax by calling 333-6702**

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER REVISIONS TO THE GROWTH
MANAGEMENT ORDINANCE BY EXPIRING UNUSED ALLOCATIONS
AND SUSPENDING THE REQUIRED SCHEDULE**

PUBLISH DATE: SATURDAY, MAY 4, 2013

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, MAY 2, 2013

**ORDERED BY: RANDI JOHL
CITY CLERK**

Jennifer M. Robison
JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
LNS _____ Phoned to confirm receipt of all pages at _____ (time) _____ JMR _____ MB (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER REVISIONS TO THE GROWTH MANAGEMENT ORDINANCE BY EXPIRING UNUSED ALLOCATIONS AND SUSPENDING THE REQUIRED SCHEDULE

On Thursday, May 2, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider revisions to the Growth Management ordinance by expiring unused allocations and suspending the required schedule (attached and marked as Exhibit A) was posted at the following locations:

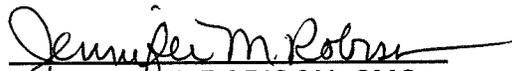
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

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

Executed on May 2, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: May 15, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, May 15, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Revisions to the Growth Management ordinance by expiring unused allocations and suspending the required schedule.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: May 1, 2013

Approved as to form:

D. Stephen Schwabauer
City Attorney

EXHIBIT B

Public Hearing to Consider Revisions to the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Required Schedule

Mailing List

John Beckman
Building Industry Association of the Delta
1701 W. March Lane, Suite F
Stockton, CA 95207



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointment to the Lodi Arts Commission

MEETING DATE: May 15, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointment to the Lodi Arts Commission.

BACKGROUND INFORMATION: On March 6, 2013, the City Council directed the City Clerk to post for one vacancy on the Lodi Arts Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointment.

Lodi Arts Commission

Tiffani Fink Term to expire July 1, 2016

NOTE: Two applicants (two new applications); posting ordered 3/6/13; application deadline 4/8/13

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report
MEETING DATE: May 15, 2013
PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through April 30, 2013.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Randi Johl
City Clerk

RJ/JMR

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1876 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Adding Section 13.20.330, "Schedule IE – Industrial Equipment Pilot Charging Service Rate"

MEETING DATE: May 15, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1876.

BACKGROUND INFORMATION: Ordinance No. 1876 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Adding Section 13.20.330, "Schedule IE – Industrial Equipment Pilot Charging Service Rate,"" was introduced at the regular City Council meeting of May 1, 2013.

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

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1876

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 –
ELECTRICAL SERVICE – BY ADDING SECTION
13.20.330, “SCHEDULE IE – INDUSTRIAL EQUIPMENT
PILOT CHARGING SERVICE RATE”

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BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.330, “Schedule IE – Industrial Equipment Charging Service,” is hereby added to read as follows:

APPLICABILITY:

This schedule is applicable to all single-phase or three-phase commercial and industrial customers separately metered by the City of Lodi. This schedule shall only be available to customers who purchase and install a separate electric meter dedicated to charging rechargeable battery industrial equipment (“IE Meter”).

The minimum charge is \$5.00. Between the hours of 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends) the charge for a meter dedicated exclusively to charging rechargeable battery industrial equipment shall be a flat rate of \$0.10427/kWh plus the ECA set forth in Section 13.20.175 of this Code (“ECA”). At all other times, the charge shall be a flat rate of \$0.33000/kWh plus the ECA.

This Schedule IE may not be combined with any other electric rate or rate discount on the IE meter and all surcharges, including, but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall be in addition to this rate schedule.

The Rate Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013, and said utility rate discounts shall expire on June 30, 2015.

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

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

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed

insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this 15th day of May, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1876 was introduced at a regular meeting of the City Council of the City of Lodi held May 1, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held May 15, 2013, by the following vote:

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

I further certify that Ordinance No. 1876 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney