



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: May 20, 2015

Time: Closed Session 5:30 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Jennifer M. Ferraiolo**  
City Clerk

Telephone: (209) 333-6702

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

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

### C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)
- b) Actual Litigation: Government Code §54956.9(a); One Case; Sukhwinder Kaur, Individually and as the Successor in Interest for the Decedent Parminder Singh Shergill, et. al. v. City of Lodi, et al.; U.S. District Court, Eastern District of California; Case No. 2:14-CV-00828-GEB-AC (CA)

### C-3 Adjourn to Closed Session

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

### C-4 Return to Open Session / Disclosure of Action

#### A. Call to Order / Roll Call

#### B. Presentations

- B-1 Proclamation Recognizing Organizing Committee, Employees and Volunteers for Amgen Tour of California (CLK)
- B-2 Presentation of American Public Power Association Reliable Public Power Provider Award (EU)

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

- C-1 Receive Register of Claims in the Amount of \$5,538,622.15 (FIN)
- C-2 Approve Minutes (CLK)
  - a) April 21, April 28 and May 5, 2015 (Shirtsleeve Sessions)
  - b) April 28 and May 6, 2015 (Special Meetings)
  - c) May 6, 2015 (Regular Meeting)
- C-3 Accept Quarterly Report of Purchases between \$10,000 and \$20,000 (CM)
- C-4 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- C-5 Accept Memorial Tree and Plaque Donation from Dennis and Carol Callahan (PRCS)
- Res. C-6 Adopt Resolution Authorizing City Manager to Accept Donation of Vehicles from the Lodi Police Partners' Foundation and Designating Disposition When the Vehicles are Retired from City's Vehicle Fleet (PD)
- Res. C-7 Adopt Resolution Accepting the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant; Approving the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program Funding Agreement Executed by Lodi Police Department Accepting Grant Funds; Approving Purchase of Two Zero Emissions Motorcycles; and Appropriating Funds (\$44,506) (PD)

- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Contract with J & M Displays, Inc., for 2015 and 2016 Fourth of July Fireworks Shows at Lodi Lake Park (\$32,000) (PRCS)
- Res. C-9 Adopt Resolution Approving the Agreement between the City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for the Summer Swim League Program (PRCS)
- Res. C-10 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2015/16 (PW)
- Res. C-11 Adopt Resolution Implementing Portal-to-Portal Reimbursement for Office of Emergency Services Mutual Aid (FD)
- C-12 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (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 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

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

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

**G. Public Hearings – None**

**H. Communications**

H-1 Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

- Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Title 13 – Public Services – by Repealing and Re-Enacting Section 13.14, "Stormwater Management and Discharge Control Code," in its Entirety (PW)
- Res. I-2 Adopt Resolution Approving Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period January 1, 2015 through December 31, 2017 and Appropriating Funds (\$96,674) (CM)
- Res. I-3 Adopt Resolution Approving the Reclassification of One Library Assistant to the Position of Senior Library Assistant (CM)

**J. Ordinances**

- Ord. J-1 Ordinance No. 1902 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 12 – Streets, Sidewalks and Public Places – by Repealing and Re-Enacting Chapter 12.12, 'Parks,' in its Entirety; and Further Repealing and Re-Enacting Chapter 12.16, 'Permits for Use of City Facilities,' in its Entirety" (CLK)
- Ord. J-2 Ordinance No. 1903 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 6 – Animals - by Repealing and Re-Enacting Chapter 6.08, 'Prohibited Animals,' in its Entirety" in Regard to Chicken Hens (CLK)
- Ord. J-3 Ordinance No. 1904 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 6 – Animals – by Repealing and Re-Enacting Chapter 6.15, 'Vicious/Potentially Dangerous Dogs,' in its Entirety" (CLK)

**K. Adjournment**

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

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Jennifer M. Ferraiolo  
City Clerk

*All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer M. Ferraiolo at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer M. Ferraiolo (209) 333-6702.*

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



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Presentation of Proclamation Recognizing Organizing Committee, Employees and Volunteers for Amgen Tour of California

**MEETING DATE:** May 20, 2015

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Presentation of proclamation recognizing organizing committee, employees and volunteers for Amgen Tour of California.

**BACKGROUND INFORMATION:** America's most prestigious professional cycling event, the Amgen Tour of California, held the finish of its second of eight stages in Lodi at Hutchins Street Square on Monday, May 11, and was the largest sporting event in Lodi in at least 65 years.

Bringing the Tour of California to Lodi would not have been possible without the hard work and financial support of the community. The Local Operating Committee, headed by Bob Colarossi and Nancy Beckman, prepared for months, and the community responded by donating the funds and materials needed to make this effort a reality. Employees from the Parks, Recreation and Cultural Services Department, Police Department, Fire Department, Public Works Department and Information Systems Division, and hundreds of volunteers were instrumental in preparing for and executing the event. As a result, Lodi received worldwide exposure and attracted visitors from around the globe who enjoyed our city's hospitality.

Mr. Colarossi, Ms. Beckman and others who took part in bringing the race to Lodi will be present to accept the proclamation.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

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



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Presentation of American Public Power Association Reliable Public Power Provider Award

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Presentation of American Public Power Association Reliable Public Power Provider Award.

**BACKGROUND INFORMATION:** The American Public Power Association (APPA) Reliable Public Power Provider (RP3) Program recognizes public utilities that demonstrate a high commitment to service, by demonstrating proficiency in four key categories: reliability, safety, work force development, and system improvements. Criteria within each of the four categories are measured and graded based upon sound business practices, recognized industry best practices, and represent a utility-wide commitment to safety and the reliable delivery of electricity. The RP3 Program shines a light on publicly owned utilities for the excellent service they provide to their customers and their dedication to the communities they serve.

Lodi Electric Utility (LEU) was first designated as a gold level provider in 2013. This year, at the annual APPA Engineering and Operations Technical Conference held in Sacramento May 18th, LEU moved up to the next level, by being awarded a platinum RP3 recognition by the APPA . LEU was among a select group of 40 utilities nationwide to earn the platinum public power provider designation, which represents a high degree of improvement in all categories measured by the RP3 program.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not Applicable.

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Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Charles J. Berry, Electric Utility Superintendent

EAK/CJB/lst

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through April 30, 2015 in the total amount of \$5,538,622.15

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$5,538,622.15.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$5,538,622.15 through 04/30/15. Also attached is Payroll in the amount of \$1,441,788.68.

**FISCAL IMPACT:** Not applicable.

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

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Ruby R. Paiste  
Financial Services Manager

RRP/mlm

Attachments

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

# Council Report

## City of Lodi, CA - v10.5 Live

### 4/10/2015 through 4/30/2015

Fund	Amount
010 - Cash Equity Fund	872,104.21
100 - General Fund	2,292,279.78
120 - Library Fund	26,844.99
140 - Expendable Trust	113,381.75
200 - Parks, Rec & Cultural Services	55,481.54
270 - Comm Dev Special Rev Fund	344.89
301 - Gas Tax-2105,2106,2107	56,798.75
302 - Gas Tax -2103	1,459.92
303 - Measure K Funds	45,200.10
307 - Federal - Streets	31,148.23
314 - IMF-Regional Transportation	48,575.00
350 - H U D	461.70
400 - Vehicle Replacement Fund	43,454.23
431 - Capital Outlay/General Fund	310,522.19
432 - Parks & Rec Capital	297.00
434 - Arts in Public Places-IMF	300.00
500 - Electric Utility Fund	161,920.33
501 - Utility Outlay Reserve Fund	28,671.36
504 - Public Benefits Fund	120,078.71
506 - Solar Surcharge Fund	75,616.80
508 - Environmental Compliance	655.04
530 - Waste Water Utility Fund	98,452.48
531 - Waste Wtr Util-Capital Outlay	443,209.26
560 - Water Utility Fund	78,374.17
561 - Water Utility-Capital Outlay	75,902.69
565 - PCE/TCE Rate Abatement Fund	3,739.44
590 - Central Plume	3,570.50
593 - Northern Plume	260.00
600 - Dial-a-Ride/Transportation	193,835.56
601 - Transit Capital	186,608.50
650 - Internal Service/Equip Maint	66,249.82
655 - Employee Benefits	62,425.72
660 - General Liabilities	2,448.20
665 - Worker's Comp Insurance	36,737.61
801 - L&L Dist Z1-Almond Estates	1,211.68
<b>Total</b>	<b>5,538,622.15</b>

# Council Report: Payroll City of Lodi, CA - v10.5 Live Pay Period 4/12/2015

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	710,097.89
120	Library Fund	25,936.98
200	Parks, Rec & Cultural Services	128,415.47
214	LPD-OTS Grants	2,579.73
270	Comm Dev Special Rev Fund	24,668.84
301	Gas Tax-2105,2106,2107	29,436.06
500	Electric Utility Fund	180,649.71
530	Waste Water Utility Fund	119,268.32
560	Water Utility Fund	18,548.54
561	Water Utility-Capital Outlay	537.42
600	Dial-a-Ride/Transportation	7,914.72
650	Internal Service/Equip Maint	15,954.86
655	Employee Benefits	2,955.89
<b>Report Total</b>		<b>1,266,964.43</b>

063012  
 Company -  
 BU -

City of Lodi  
 Payroll Register  
 Retires

Page - 20  
 Date - 2/24/15  
 Period - 03/31/15

Payroll ID- 015

*Check date  
 2/27/15*

Type	Earnings	Hours	Current Amount	YTD Amount	Type	Deduction	Current Amount	YTD Amount
<b>Total Report</b>								
4152	SLC Chiro		3.67-	7.34-	**	Gross Wages	87,860.06	175,720.12
4155	SLB Vision		410.51	821.02				
4156	SLB Dental		1,853.89	3,707.78				
4158	SLB Chiro		10.52	21.04				
4160	SLC Reimb.		87,863.73	175,727.46				
8500	SLB Bank Bal			60,801.89				
	** Totals **		87,860.06			Total Ded''s		
			Taxbl:					
	Total Employees	100	Tot Ck Cntrl #'s	100		* Net Pay *	87,860.06	
			Tot Computer Cks	19				
			Tot Auto Deposits	79				

063012

City of Lodi  
Payroll Register  
Retires

Page - 20  
Date - 3/25/15  
Period - 04/30/15

Company -  
BU -

Payroll ID- 015

*Retires  
Pay check  
date  
3/27/15*

Type	Earnings	Hours	Current Amount	YTD Amount	Type	Deduction	Current Amount	YTD Amount
<b>Total Report</b>								
4152	SLC Chiro		3.67-	11.01-	**	Gross Wages	86,964.19	261,615.31
4155	SLB Vision		410.51	1,231.53				
4156	SLB Dental		1,853.89	5,561.67				
4158	SLB Chiro		9.25	30.29				
4160	SLC Reimb.		86,967.86	261,626.32				
8500	SLB Bank Bal			60,801.89				
	** Totals **		86,964.19			Total Ded''s		
			Taxbl:					
	Total Employees	99	Tot Ck Cntrl #'s	99		* Net Pay *	86,964.19	
			Tot Computer Cks	18				
			Tot Auto Deposits	79				



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) April 21, 2015 (Shirtsleeve Session)  
b) April 28, 2015 (Shirtsleeve Session)  
c) April 28, 2015 (Special Meeting)  
d) May 5, 2015 (Shirtsleeve Session)  
e) May 6, 2015 (Regular Meeting)  
f) May 6, 2015 (Special Meeting)

**MEETING DATE:** May 20, 2015

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) April 21, 2015 (Shirtsleeve Session)  
b) April 28, 2015 (Shirtsleeve Session)  
c) April 28, 2015 (Special Meeting)  
d) May 5, 2015 (Shirtsleeve Session)  
e) May 6, 2015 (Regular Meeting)  
f) May 6, 2015 (Special Meeting)

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

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

Attachments

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

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 21, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 21, 2015, commencing at 7:01 a.m.

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

Absent: Council Member Kuehne, and Council Member Mounce

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

B. Topic(s)

B-1 Second Quarter Fiscal Year 2014/15 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the second quarter Fiscal Year 2014/15 electric utility financial reports. Specific topics of discussion included cash flow summary, reserve policy, cash balances, power sales, energy cost adjustment (ECA) revenue, operating results, power supply costs, bad debt write off, load coverage, and activities.

In response to Mayor Pro Tempore Chandler, Ms. Kirkley stated that a number of expenses that were eligible for public benefits were not charged to the Public Benefits Fund account and staff will transfer the funds accordingly.

In response to Council Member Nakanishi, Ms. Kirkley stated that not all utilities have an ECA and she was uncertain whether private utilities, such as PG&E, have an ECA. City Manager Schwabauer stated that PG&E charges a higher utility rate in order to build its reserve and to cover fluctuations in energy costs. In further response, Ms. Kirkley stated that staff responds to all of John Johnson's questions regarding the ECA each time a request is received.

In response to Mayor Johnson, Ms. Kirkley stated that decorative lights can be found in the downtown area and older subdivisions that do not have the Cobra-head style lighting. She stated the decorative lights will be replaced with light emitting diode lights with in-house labor because it is more cost effective to handle with staff. Mr. Schwabauer further responded that a majority of the east side has decorative lights on concrete posts, as well as the downtown and City Hall neighborhoods and through to Ham Lane.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the second quarter Fiscal Year 2014/15 water and wastewater financial reports. Specific topics of discussion included cash flow summary, operating results, cash balances for the wastewater and water funds, bad debt write off, and activities.

In response to Mayor Johnson, Mr. Sandelin reported on the current status of the water meter project, stating that it is currently at 75 percent completion and, out of 16,000 residential customers, only 4,000 remain.

In response to Mayor Johnson, Mr. Schwabauer stated that approximately \$500,000 in PCE/TCE settlement funding is outstanding from Albertsons/S-Mart, primarily due to unresolved court issues, but lately there has been a lack of cooperation, which the City could force by filing a motion to enforce the settlement.

Mr. Sandelin announced that staff will report to Council at its meeting of May 20 on the new water conservation regulations and the discrepancies between the City's data and the State's, along with an explanation for the difference including the City not being fully metered which resulted in higher assumptions. Current data of metered customers over a six-month span has provided more accurate results, and the month of March showed usage at 83 gallons of water per capita per day.

Mayor Johnson suggested it would be more productive at this meeting to demonstrate the desired target the City needs to get to in order to achieve adequate conservation. Mr. Sandelin agreed, stating that staff will recommend options for Stage 3 water conservation, which could include reducing watering days or hours, as well as data to better understand how the numbers are calculated and what the City can do to improve those.

Mayor Johnson stated that the message needs to be made clear to the public that there could be significant penalties for lack of water conservation. Mr. Schwabauer stated that currently water conservation officers can cite people who water on non-watering days or otherwise violate the regulations. Mayor Johnson stated that citing people for running sprinklers on non-watering days may not be sufficient, adding that he recalled in the mid-1970s that people who used too much water were penalized on their utility bill. Mr. Sandelin stated that the Governor is leaning in that direction, to financially punish people who do not conserve water. Mr. Sandelin provided the following statistics from the last quarter: 1) water conservation officers responded to 413 calls and violations, a majority of which were for flooding, water running into the gutter, and watering on the wrong day; 2) 50 citizens called with complaints; 3) staff responded to 309 customers; and 4) only one citation for \$35 was issued.

In response to Council Member Nakanishi, Mr. Sandelin confirmed that new residential units in Lodi pay for operating and capital expenses, as well as debt service, but revenue from water and wastewater will increase by only 1 percent, or roughly \$2,000, because it is anticipated that only 30 to 40 new homes will be occupied in the next fiscal year.

In response to Mayor Pro Tempore Chandler, Mr. Sandelin stated that complaints regarding the taste of the water may be due to those individuals' sensitivity to chlorine. Mr. Sandelin stated that reports can be made by location, in which case staff could flush the system; however, with the current water situation, that may be problematic to do at this time because the process causes water to flood the street.

In response to Myrna Wetzel, Mr. Sandelin confirmed that the City of Lodi has a tiered structure for water billing. Ms. Wetzel pointed out that there was a judgment recently that determined this tiered type structure was illegal and questioned what that would mean for Lodi. City Attorney Magdich stated that the judgment in San Juan Capistrano was issued only yesterday, the attorneys are still reviewing the case, and it is likely an appeal will be filed. Mr. Schwabauer added that it is not binding on Northern California; the third district court of appeals has no standing on rates in Lodi; it is a jurisdictional issue; and staff will be discussing the matter with Council. In further response, Mr. Sandelin stated that the 36 percent reduction in water use would be calculated across the city, not on an individual basis.

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

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:30 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 28, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 28, 2015, commencing at 7:00 a.m.

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

Absent: Mayor Pro Tempore Chandler

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

NOTE: Council Members Kuehne and Nakanishi left the meeting at 8:07 a.m.

B. Topic(s)

B-1 Presentation and Discussion Regarding the Alarm Program and Ordinance (PD)

Police Chief Mark Helms introduced the subject matter regarding the alarm program and ordinance, stating that staff reported to Council two years ago that the Police Department spends the value of one full-time police officer responding to false alarm calls, and he estimated that over 90 percent of alarm calls are false. As a result of that meeting, staff researched the option of contracting with a vendor to monitor alarms for the City, which would cost in the range of \$40,000 to \$50,000; however, with staffing changes, the project stalled. Since that time, the volume of alarm calls has increased significantly, and staff will propose three alternatives to address the matter.

In response to Council Member Mounce, Chief Helms stated he was unsure if the lifetime permit would be eliminated and further explained that the current system is operated by volunteers who use an interface that was created in-house, which has been problematic. Police Management Analyst Paula O'Keefe added that only commercial businesses are required to pay an annual fee to renew an alarm permit, and that residential permits only need to be renewed if someone purchases a new alarm system or moves. In further response, Ms. O'Keefe stated residents typically receive notification from the City to update their personal information, but there is no renewal fee required.

Ms. O'Keefe provided a PowerPoint presentation regarding the alarm program. Specific topics of discussion included background, program overview, problems with false alarms, Police Department calls for service, alarm calls for service comparison, Police Department cost of response, Fire Department calls for service, Fire Department cost of response, three-year history of calls for service, obstacles, what other cities are doing, Manteca's alarm program, solutions, and recommendations.

In response to Mayor Johnson, Ms. O'Keefe stated that the department does not have paid staff to monitor the alarm system, which is why it is managed by a volunteer.

Council Member Mounce stated that, if a volunteer is able to manage the system, she was unsure why the department needs to hire someone to monitor the program. Chief Helms responded that the current system is antiquated and unreliable and that there is greater accountability with a paid employee monitoring the program, either on a full-time or part-time basis, as the program can be labor intensive at certain times.

In response to Council Member Mounce, Chief Helms explained that a verified alarm program

requires additional verification, other than the alarm itself, to determine if there is a problem at the location, such as a listening device to pick up the sound of breaking glass or a call from a neighbor. Chief Helms further explained that an alarm company manages commercial and residential alarm systems and, after an alarm is triggered, the company is responsible for determining the validity of the alarm and whether or not the Police Department should be notified. The Police Department is hoping to close that gap in order to reduce the number of false alarms that are dispatched to the Police Department.

In response to Council Member Mounce, City Manager Schwabauer stated that buyers should be mindful of whom they contract with to monitor their alarm system because the City does not regulate the contractual relationship between the individual and the company. A qualified company typically takes responsibility for equipment failures that cause false alarms. Council Member Mounce suggested that the ordinance include an appeal process to allow the City to pursue fines against an alarm company, instead of the property owner, if it is responsible for faulty equipment. Chief Helms assured that the City is not interested in punishing individuals who have issues with their alarm companies or billing violators as a revenue source, stating the goals are to educate citizens on properly managing their alarm systems and to decrease the number of false alarm calls.

In response to Council Member Mounce, Mr. Schwabauer stated staff will research other communities to see how they address the contractual relationship between property owners and alarm companies and the burden placed on property owners when companies do not take responsibility for their equipment.

In response to Council Member Kuehne, Ms. O'Keefe stated that the sample Manteca alarm program does not include a permit fee for an alarm; however, if an alarm sounds and there is no permit on file with the department, the property owner will be fined.

Council Member Kuehne stated he was supportive of the option to purchase a computer-aided design interface and contract with a company to manage the program externally with a 50/50 split. He further requested information regarding the verification process, to which Ms. O'Keefe explained that when an alarm is triggered, the alarm company will contact the property owner. If they receive no response, they will reach out to the numbers on the contact list on file and ultimately contact the Police Department if no one can be reached to verify the situation.

Dana Buck with Alamo Alarm Company further explained that his company uses the enhanced call verification process on all alarm calls. The first call is placed to the property owner and, if no one answers, the company calls the numbers on the list until someone is reached. That individual is given a choice to check the site or have the Police Department dispatched. Typically, the property owner or those on the call list know the issues associated with the home and the system to determine which course of action to take.

Mr. Schwabauer explained that the challenge for the Police Department is it receives over 2,000 calls a year and 90 percent of the calls are for false alarms. Officers spend time responding to these calls instead of promoting public safety. Many of the false alarms are driven by user error, and he stated the desire is that users contract with reputable alarm companies who would be the first level of response before dispatching an officer. He stated the verification process includes the alarm company making those initial calls and determination before sending an officer to respond and that most ordinances urge people in that direction.

Council Member Mounce stated she was in support of educating users first before penalizing them and identifying a solution among those who are causing the most significant problems. Chief Helms stated that the Department provides education to property owners on false alarms, equipment issues, and reputable companies, but there is a segment of the population that purchases audible alarms off the shelf and self-installs the equipment.

Mayor Johnson suggested that a requirement be included in the ordinance that alarm purchasers must contract with a qualified alarm company from an established list in order to reduce the number of self-installed alarms. Mayor Johnson further stated he was not in favor of Manteca's

practice of placing liens on properties for non-payment of citations.

In response to Council Member Kuehne, Ms. O'Keefe explained that the alarm program operates on a six-month cycle, the first two false alarm calls are free, and the third false alarm call is a \$50 fine.

Council Member Mounce stated she was opposed to hiring an outside contractor to handle the program because the City would be unable to control customer service and instead she supported the in-house solution. Chief Helms stated that the vendors in this area have a strong reputation in public safety and do very well managing programs, billing, recovering costs, and reducing false alarm calls. To handle the program in-house, Chief Helms stated the Department would need to hire employees and the program would remain behind current practices.

Council Member Nakanishi expressed support for outsourcing the service because he does not wish to increase the number of City employees and opposition to placing liens on properties for non-payment. He believed, as an owner of an alarm system, it is worthwhile for the Police to respond, regardless if it was a real or false alarm, and that the property owner should pay for the Police to be dispatched. He stated that education will be accomplished through fee waivers on first false alarm calls and fines on subsequent false alarm calls.

In response to Mayor Johnson, Mr. Schwabauer stated that a false alarm ordinance can mandate that alarm companies call the property owner for confirmation and security code, in which case an officer would not be dispatched to the scene. The ordinance can also include certain scenarios on when to fine individuals for false alarms and when to waive fines.

Ed Miller questioned why staff had no clear estimate on the amount of revenue lost to the City, to which Ms. O'Keefe responded that staff knows how much the program is costing the City; however, it does not know how much it is recovering because of the six-month cycle that does not cross fiscal year lines, the first two free false alarm calls, and the use of a collection agency to attempt recovery of non-payments. Mr. Miller summarized the Department's goal of reducing false alarm calls to zero and ensuring the program pays for itself, stating that he believed those who cause the problem should pay the cost. In regard to outsourcing the alarm program, he stated the City must still monitor the firm to ensure it is providing adequate service.

Jon Sargent with the Security Industry Alarm Coalition stated he has worked with jurisdictions for 12 years on reducing false alarms and has written ordinances in California on the subject. He stated he had an opportunity to review Lodi's draft ordinance and commented that it is a model ordinance, includes best practices, and if enforced would likely show an 80 percent reduction in false alarms. He suggested that the Police and Fire alarm ordinances not be combined, but that the program be run together successfully, and suggested that the City outsource this service to a company on the approved list through the False Alarm Reduction Association. These organizations have a 90 percent collection rate and work well with alarm companies. Mr. Sargent stated that alarm companies are regulated and licensed by the state and that, if a consumer has an issue with an alarm company, complaints can be filed with and resolved by the State of California. He strongly encouraged the City include an enhanced call verification requirement in the ordinance, but suggested against pure verified response, which means that a crime in progress must be verified before the Police Department is dispatched by either contracting with a private security guard company or checking the premises themselves.

Dan Stocking with PM AM Corporation explained that his firm manages false alarm programs and stated he agrees that the draft ordinance is consistent with other communities' programs. He suggested an education process for users in which first-time false alarm violations require the property owner to take an online class to educate them on reducing future false alarms or include informational fliers in the utility bill to educate individuals who buy off-the-shelf alarms that they need a permit. Further, Mr. Stocking stated his firm has an educational CD on how to prevent false alarms and suggested Police Officers visit one or two high-volume violators a month to provide them with the CD and further educate them. Those who routinely have false alarms should be held financially responsible; however, he strongly believed in educating people up front so they do not have the opportunity to have false alarms. With the steady increase in the number

of alarm users and "smart" homes, he believed it was prudent to have an ordinance in place to identify the issues and handle them on a professional basis.

Dana Buck with Alamo Alarm Company agreed that the draft ordinance includes best practices and that it should include enhanced call verification, which will greatly assist in decreasing the number of false alarms. Mr. Buck stated that some companies subcontract alarm monitoring in order to set their own policy, but with an ordinance, all of the companies would have to comply with the City's regulations and make more than one phone call when verifying an alarm. He stated that all alarm companies offer a full-service program or warranty on equipment, but not all users want to spend the extra money for that service. Additionally, some alarm companies take over old equipment or monitor a different company's system and they do not want to pay for repairs. He suggested that companies who do this should be fined or be placed on a non-response list. Mr. Buck stated that 10 percent of alarm users represent 90 percent of the problem and that this ordinance will help toward decreasing the false alarms and alarm self-installations.

Gene Stoddart, City of Lodi Fire Marshal, expressed support for the ordinance, stating it will go a long way toward reducing the number of false alarm calls, thereby, freeing firefighters to respond to valid calls and reducing the strain on the fire apparatus.

Alex Aliferas expressed support for outsourcing the alarm program, looking at efficiencies, and education awareness on false alarms and self-installation of alarms.

Council Member Mounce expressed concern that many of the audience members indicated they reviewed the draft ordinance, yet it was not provided to Council. City Attorney Magdich stated there is a current ordinance on the books and that her office only recently began its review of the draft ordinance to compare it to the proposals and review language; the draft ordinance has not been circulated to her knowledge. Council Member Mounce stressed that Council is the decision-maker on this issue and must ensure the ordinance suits Lodi and its citizens, because a one-size-fits-all approach is not wise. She further stated she was strongly supportive of an education component because she felt that many citizens were unaware that they need a permit to have an alarm.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:12 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 28, 2015**

The Special City Council meeting of April 28, 2015, was cancelled due to lack of a quorum.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 5, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 5, 2015, commencing at 7:00 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2015/16 Budget (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation on the Fiscal Year 2015/16 budget. Specific topics of discussion included overview, housing, residential development, commercial development, employment, labor relations, California Public Employees Retirement System (Cal-PERS) projections, General Fund revenue, top ten General Fund revenue sources, sales tax, property tax, in-lieu franchise (PILOT), in-lieu - vehicle license fees, operating transfers, fund balance, and reserve status. Mr. Ayers stated that draft budgets will likely be available by the end of next week and that the budget adoption is scheduled for June 10.

In response to Mayor Johnson, City Manager Schwabauer stated that there has been no discussion about curtailing residential development during the drought, adding that it would be difficult to justify denying units that are entitled, but there would be options with new units. In further response, Mr. Schwabauer stated that the State would also be unable to prohibit development of units that are fully entitled, unless it pays the value of what was condemned.

In response to Council Member Mounce, Mr. Schwabauer agreed that the State could, however, require developers to install "purple pipe," among other things, as long as it did not regulate beyond the economic value of the property.

In response to Council Member Mounce, Mr. Ayers stated that Cal-PERS produces actuarial tables on an annual basis and the numbers in the report reflect the latest figures that were published last October or November. Council Member Mounce stated that, at the last League of California Cities board meeting, it was reported that Cal-PERS would be refreshing its numbers relating to cities within the next week or so. Mr. Schwabauer and Mr. Ayers explained that there is a two- to three-year lag between economic performance and actual adjustment to the numbers, meaning, for example, the 2016/17 forward projections are based on 2013/14 actual results. Mr. Schwabauer stated staff will monitor Cal-PERS reports for any adjustments to the numbers.

In response to Council Member Kuehne, Mr. Schwabauer explained the one-time triple flip close-out payment, stating that the State, because it was unable to borrow money to bond its projects, traded sales tax for property tax 20 years ago and issued bonds against the revenue. The triple flip is the final payment.

In response to Council Member Kuehne, Mr. Ayers explained that Transient Occupancy Tax revenue is reported on a fiscal year basis by the City; however, Visit Lodi! reports the revenue on a calendar year basis, which would explain the difference between the two agency reports.

In response to Council Member Mounce, Mr. Ayers confirmed that the figures associated with future settled bargaining agreements will be carried forward, factored into the budget, and shown in the operating transfers.

In response to Council Member Mounce, Mr. Schwabauer stated that authorization to use economic reserve funds would be a Council decision, adding that at the current time staff is not planning to bring a recommendation forth to use those reserve dollars for the cleaning and lighting issues associated with the upcoming Amgen tour. He stated it would create a burden to determine methods of replenishing the fund. He agreed that the reserve fund was an option that was open for Council discussion.

In response to Council Member Mounce, Mr. Schwabauer confirmed that the browned-out Fire Engine No. 1 is currently in next year's budget at \$275,000 and if Council wanted to fund the engine full time, it would have that option.

Council Member Mounce questioned if the City could use Digital Infrastructure and Video Competition Act of 2006 (DIVCA) funds to broadcast the Council meetings in Spanish, to which Mr. Ayers responded that staff would look into it as there are restrictions on use of those funds; primarily for capital expenses. Council Member Mounce requested that the concept be discussed at the upcoming City Council goal setting session.

Mayor Johnson agreed that the concept of televising meetings in Spanish is sensible; however, he stated there are other aspects to consider to ensure this effort is economically viable, including how many people watch the meetings or request agendas in alternate languages and what is the Hispanic population, as well as the population of residents who speak other languages. He pointed out that quite often only one individual utilizes the assistance of the translators at Council meetings. Mayor Johnson shared that he visited the website for the City of Bell, which has an 80 percent Hispanic population, and there was no reference of meetings or agendas in Spanish.

Council Member Mounce pointed out that the City of Bell currently has Spanish-speaking council members who speak Spanish at the meetings; however, it previously had an all English-speaking council and staff, which alienated 80 percent of its population by not being inclusive. She stated that, until City representatives begin speaking the language of its citizens on a regular basis and making the environment more welcoming, it will continue to function as a non-inclusive atmosphere, which the City has an opportunity to rectify.

In response to Council Member Kuehne, Mr. Schwabauer stated that DIVCA replaces the former franchise fee that cities placed on cable companies for regulated service in the community. Cities had differing requirements or levels of the franchise fee, and cable companies requested state legislature eliminate franchise fees and instead establish a uniform fee that all companies would follow in communities across the board. Mr. Ayers confirmed that the DIVCA fee is one percent. In further response, Mr. Schwabauer stated that DIVCA funds can be used for public messages, broadcasting of Council meetings, local access channels, and public service announcements.

In response to Council Member Nakanishi, Mr. Schwabauer stated that Comcast currently pays for transmission of Council meeting broadcasts and the City pays for infrastructure. Council Member Nakanishi suggested staff contact Comcast to see if it has the ability to broadcast the meetings in Spanish.

Council Member Mounce stated that all options should be explored including whether Comcast can broadcast in Spanish, as well as providing translators at Council meetings on a regular basis.

Council Member Nakanishi questioned if there was data available to determine how many people watch the televised Council meetings, as he believed it would be a relatively small number, and he was hesitant to spend money on a solution that may not reach a reasonable number of users.

Council Member Mounce stated it would be prudent for the City to move toward an inclusive relationship with the community by addressing the language barrier, pointing out that there is a group of California voters who are forcing cities to move to district elections, versus at-large

elections. Many Central Valley cities spent millions of dollars going through the process of holding a special election to move to district elections, only to have it fail on the ballot, after which the group sues the city and forces it to do so after losing in court. She further shared there is a Senate Bill in legislation that, if approved, would give cities the option to change to district elections by ordinance action instead of a special election, which would be a significant cost savings to cities.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:44 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 6, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 6, 2015, was called to order by Mayor Johnson at 5:30 p.m.

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

Absent: None

Also Present: City Manager Schwabauer, Deputy City Attorney Fukasawa, and City Clerk Ferraiolo

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)
- b) Threatened Litigation: Government Code §54956.9(b); One Case: Potential Suit by Michael Ryall against City of Lodi Based on Personal Injury (CA)
- c) Actual Litigation: Government Code §54956.9; One Application; Ronald Heberle v. City of Lodi; WCAB Case No. ADJ8900613 - 6/15/08 (CM)

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:50 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Johnson reconvened the City Council meeting, and Deputy City Attorney Fukasawa disclosed the following actions.

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

Item C-2 (c) was not discussed.

A. Call to Order / Roll Call

The Regular City Council meeting of May 6, 2015, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

Also Present: City Manager Schwabauer, Deputy City Attorney Fukasawa, and City Clerk Ferraiolo

B. Presentations

B-1 Bike Month / Bike to Work Week Proclamation (PW)

Mayor Johnson presented a proclamation to Julia Tyack, Transportation Planner, and Kari McNickle, Regional Planner with the San Joaquin Council of Governments and representative of the San Joaquin Bicycle Coalition, proclaiming the month of May 2015 as Bike Month and May 14, 2015, as Bike to Work Day in Lodi. Ms. McNickle announced that the City of Lodi is hosting a Bike to Work Day for all Lodi residents and City employees on Thursday, May 14 at 6:30 a.m. at the Veteran's Plaza, at which the City Manager will lead the participants on a bike tour through town. The event will include food, beverages, give away prizes, and a raffle for \$500 toward a bike shop of choice. She encouraged those interested to view the website at [www.valleybikecommute.com](http://www.valleybikecommute.com).

B-2 National Public Works Week Proclamation (PW)

Mayor Johnson presented a proclamation to Charlie Swimley, Deputy Public Works Director/City Engineer, proclaiming May 18-24, 2015, as National Public Works Week in Lodi. Mr. Swimley stated this year's theme is "Building for Today and Planning for Tomorrow" and recognized the employees of the Public Works Department, all of whom played a role in preparing for the upcoming Amgen tour by trimming trees, painting traffic markers, and cleaning sidewalks. Further, Mr. Swimley announced that the Surface Water Treatment Plant was recognized for outstanding plant operations and maintenance and exemplary membrane treatment plant performance at the annual Southwest Membrane Treatment Symposium. Mr. Swimley acknowledged Water Plant Superintendent Andrew Richle and his crew for their outstanding performance in operating the plant.

ANNOUNCEMENT

Mayor Johnson announced that the issue regarding the Amgen event agreement was resolved; therefore, the special meeting scheduled for later in the evening would be cancelled.

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

Council Member Kuehne made a motion, second by Mayor Pro Tempore Chandler, to approve the following items hereinafter set forth in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Mayor Pro Tempore Chandler, and Mayor Johnson

Noes: Council Member Mounce, and Council Member Nakanishi

Absent: None

C-1 Receive Register of Claims in the Amount of \$4,484,629.48 (FIN)

Claims were approved in the amount of \$4,484,629.48.

C-2 Approve Minutes (CLK)

The minutes of April 7, 2015 (Shirtsleeve Session), April 14, 2015 (Shirtsleeve Session), April 14, 2015 (Special Meeting), April 15, 2015 (Special Meeting), and April 15, 2015 (Regular Meeting) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Shady Acres Pump Station Trash Handling Project (PW)

Approved plans and specifications and authorized advertisement for bids for the Shady Acres Pump Station Trash Handling Project.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for 2015 Pavement Surface Treatment Project, Various Streets (PW)

Approved plans and specifications and authorized advertisement for bids for the 2015 Pavement Surface Treatment Project, Various Streets.

C-5 Adopt Resolution Authorizing Purchase of Hydrel LED Up-Light Fixtures from Consolidated Electrical Distributors, Inc., of Lodi, for School Street Lighting and Appropriating Funds (\$130,000) (PW)

Adopted Resolution No. 2015-45 authorizing the purchase of Hydrel light emitting diode (LED) up-light fixtures from Consolidated Electrical Distributors, Inc., of Lodi, for School Street lighting and appropriating funds in the amount of \$130,000.

C-6 Adopt Resolution Authorizing Purchase of Ultra Violet Disinfection System Equipment for the White Slough Water Pollution Control Facility from D.C. Frost Associates, Inc. (\$78,000) (PW)

Adopted Resolution No. 2015-46 authorizing the purchase of Ultra Violet disinfection system equipment for the White Slough Water Pollution Control Facility from D.C. Frost Associates, Inc., in the amount of \$78,000.

C-7 Adopt Resolution Awarding Contract for Lodi Lake Park - Wading Pool Resurfacing Improvements to Dave Gross Enterprises, Inc., dba Adams Pool Specialties, of Sacramento (\$13,385) and Appropriating Funds (\$16,000) (PW)

Adopted Resolution No. 2015-47 awarding the contract for the Lodi Lake Park - Wading Pool Resurfacing Improvements to Dave Gross Enterprises, Inc., dba Adams Pool Specialties, of Sacramento, in the amount of \$13,385, and appropriating funds in the amount of \$16,000.

C-8 Accept Improvements Under Contract for White Slough Water Pollution Control Facility Control Building Remodel and Addition Project (PW)

Accepted the improvements under the contract for the White Slough Water Pollution Control Facility Control Building Remodel and Addition Project.

C-9 Adopt Resolution Authorizing City Manager to Execute Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Florida (\$143,199.24) (PD)

Adopted Resolution No. 2015-48 authorizing the City Manager to execute a Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Florida, in the amount of \$143,199.24.

C-10 Adopt Resolution Authorizing City Manager to Execute Agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access (\$20,038) (PD)

Adopted Resolution No. 2015-49 authorizing the City Manager to execute an agreement with County of San Joaquin for the Automated Message Switching System and Criminal Justice Information System Access, in the amount of \$20,038.

C-11 Adopt Resolution Authorizing City Manager to Execute Lease Agreement Renewal for Fire Station No. 2 with Design Space Modular Buildings, Inc., of Dixon (\$46,506) (PW)

Adopted Resolution No. 2015-50 authorizing the City Manager to execute a Lease Agreement Renewal for Fire Station No. 2 with Design Space Modular Buildings, Inc., of Dixon, in the amount of \$46,506.

C-12 Adopt Resolution Approving Grant Funding Request for the White Slough Water Pollution Control Facility Storage Expansion Project (PW)

Adopted Resolution No. 2015-51 approving the grant funding request for the White Slough Water Pollution Control Facility Storage Expansion Project.

C-13 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

Received an update on the emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

C-14 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Opposition for SB 608 - The Right to Rest Act (Liu) (CLK)

Council Member Mounce requested to make comments on Items C-14 and C-15 relating to the letters of opposition and support.

Council Member Mounce stated that these letters were urgent and it was her understanding that the Protocol Manual allowed for the Mayor to sign the letters with a follow-up informational item on the agenda. Ms. Mounce stated she questioned the City Attorney on what the policy allows, and the response she received was that such letters required Council approval, which she believed to be an incorrect assessment. City Manager Schwabauer stated staff would review the policy.

Mayor Johnson stated his understanding was that prior Council approval was necessary on letters of support and opposition.

Council Member Mounce stated that she believed the practice has been to send the letter immediately following the request of the League of California Cities, after which the matter is placed on the Council agenda for informational purposes.

Mayor Pro Tempore Chandler stated the committee hearing on SB 608 was April 7 and inquired on the outcome of the bill, to which Council Member Mounce stated that the item did not get out of committee, it will be brought back, and the letters are still necessary. She stated that a majority of these letters are extremely urgent and cannot wait until the next Council meeting for action, adding that the City of Lodi needs to weigh in on these issues independent from the League.

Mayor Johnson stated there appears to be differing interpretations of the policy and that the policy should be reviewed to ensure Council is following it appropriately.

Council Member Mounce requested the City Clerk provide Council with the minutes at which the policy was amended regarding League communications.

Council Member Nakanishi stated that he would not support action on the letters because his concern is that he does not completely agree with each piece of legislation, adding that his preference is to have the Mayor sign the letters immediately.

Authorized the Mayor, on behalf of the City Council, to send a letter of opposition for SB 608 - The Right to Rest Act (Liu).

C-15 Authorize the Mayor, on Behalf of the City Council, to Send Letters of Support for AB 1335 - Building Homes and Jobs Act (Atkins) and AB 35 - Low-Income Housing Tax Credits (Chiu and Atkins) (CLK)

Authorized the Mayor, on behalf of the City Council, to send letters of support for AB 1335 - Building Homes and Jobs Act (Atkins) and AB 35 - Low-Income Housing Tax Credits (Chiu and Atkins).

C-16 Receive Report Regarding Final Costs for the November 4, 2014, General Municipal Election (CLK)

Received a report regarding the final costs for the November 4, 2014, General Municipal Election.

C-17 Set Public Hearing for June 17, 2015, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

Set a public hearing for June 17, 2015, to consider adopting a resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

C-18 Adopt Resolution Rejecting All Bids, Approving Specifications, and Authorizing Re-Advertisement for Bids for 2015/16 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 and 2015/16 Transit Station Landscape Maintenance (PW)

Adopted Resolution No. 2015-52 rejecting all bids, approving specifications, and authorizing re-advertisement for bids for the 2015/16 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 and 2015/16 Transit Station Landscape Maintenance.

D. Comments by the Public on Non-Agenda Items

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

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

Joe Williams with the Utah Ballroom Dance Company announced that Dancing with the Lodi Stars will take place at Hutchins Street Square on Friday, May 8 at 8 p.m. Six local contestants will be paired with professional dancers to compete for a trophy. He encouraged people to attend, stating that tickets can be purchased at the Hutchins Street Square box office or online at [www.loditickets.com](http://www.loditickets.com). City Manager Schwabauer added that one of the contestants will be Lodi Fire Battalion Chief Brad Doell.

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

Council Member Mounce reported on the League of California Cities Legislative Action Days last week in Sacramento, at which council members and mayors met with legislators to discuss important issues affecting California cities. The primary message sent to legislators was the importance of local control and protecting cities against unfunded State mandates. Further, Ms. Mounce pointed to the March 18 Council meeting, at which Council received legislative communications as an informational item, rather than for approval, and she looked forward to hearing the reason behind the policy change. City Manager Schwabauer stated it was likely a misunderstanding, and staff will look into the matter.

Council Member Kuehne reported on the San Joaquin Council of Governments' OneVoice trip to Washington, D.C., at which attendees met with several legislative representatives to lobby for long-term funding for highways. In addition, he learned that the Stockton airport is working with China to import and export goods from the Stockton Metropolitan Airport and is seeking funding to improve its runways.

Council Member Nakanishi reported that the funding for the Veterans clinic at the county hospital was cut; however, Representative Jeff Denham is working with Senator Diane Feinstein to reinstate the funding in the Senate budget, and he is hopeful the clinic will be funded.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting a Resolution Approving the 2015/16 Annual 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 Johnson called for the public hearing to consider adopting a resolution approving the 2015/16 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the 2015/16 Annual Action Plan for the CDBG Program. Specific topics of discussion included annual allocation process; funding availability; program administration; public service funding; recommendations for community-based organizations (CBO), City projects and services, and special projects and activities; and CDBG process.

Mr. Wood stated that the Department of Urban Housing and Development has regulations that, if a public service is offered at a facility, it must meet Americans with Disabilities Act (ADA) requirements and be accessible, which is the reason Grace and Mercy Charitable Foundation did not receive funding for its program. The building that houses the Foundation requires physical improvements, and Mr. Wood stated there is a plan taking shape, which involves the Homeless Solutions Committee, to formulate a future funding mechanism for this effort. He stated it is likely funds could be reallocated during the mid-year process.

Mayor Johnson questioned if the Foundation's building, which was formerly a restaurant, was ADA accessible at that time, to which Mr. Wood replied in the negative.

Council Member Kuehne suggested funding, over and above what was requested for the Hutchins Street Square north entrance ADA compliance project, be split by moving the Small Business Assistance program to City projects and funding it with \$10,000 and adding Grace and Mercy to CBO public services for \$10,000. Mr. Wood responded that the Small Business Assistance program is not a public service and moving it out of the economic development category would not create additional funding. In further response, the Hutchins Street Square ADA project could not be funded in one year due the magnitude of the project; therefore, it was partially funded last year and the remaining amount this year is to complete the entire project. He stated that, once the project is designed and bid, there may be leftover funding available to apply to Grace and Mercy. Council Member Kuehne questioned if any of the categories under CBO could be moved to City projects in order to provide funding to Grace and Mercy, to which Mr. Wood stated that nothing can be moved on projects and the public service cap still applies.

In response to Council Member Mounce, Mr. Wood confirmed that, during the year-end report in September, unused public service funds can be reallocated and he hopes to use funds from that process toward the physical improvements for the Grace and Mercy building, which must be completed prior to it offering a public service program at the facility.

In response to Mayor Johnson, Deputy Public Works Director Charlie Swimley stated the Church Street resurfacing includes the area between Pine and Oak Streets and the parking lot to the south of the area between Oak and Walnut Streets. The improvements include a seal coat and updating the ADA parking stalls to be made from concrete, instead of asphalt. In response to Mayor Johnson, Mr. Swimley stated that the minimum ADA upgrades are planned for the parking

lot to provide ADA compliant surfaces and parking stalls. City Manager Schwabauer stated that ADA requirements include slope requirements for parking stalls and currently the stalls no longer qualify under those conditions.

In response to Mayor Johnson, Mr. Schwabauer stated that a new graffiti abatement van, which was previously presented to and rejected by Council, was purchased using a less expensive vehicle under the City Manager's purchasing authority level. The van fit with the existing policy, it is larger than the previous van, and it is not a diesel vehicle.

Council Member Mounce expressed her opposition to the Section 108 loan guarantee program that would take away future CDBG funding from projects and services benefitting CBOs and the City in the lowest income portion of the community. Further, she believed it was unjustified to use economic development incentives for repurposing the General Mills facility because it would provide incentives to the business owners for a facility on the west side of town with no guarantee that it would employ citizens from the poorest portion of the community. Mr. Wood stated that this proposal is to promote job creation for the low-income population, adding that all of the proposals under the Section 108 loan are general concepts that must be included in the Action Plan. Mr. Wood stated that firm proposals would come before Council for action.

Council Member Nakanishi expressed concern that, if the CDBG program ceased, the City would be liable to repay the Section 108 loan, to which Mr. Wood responded that the Habitat for Humanity program would bring funds back into the program because it would purchase the building and Farmers and Merchants Bank would provide the mortgage once the property was sold. Mr. Wood stressed the importance of crafting the program so that the City does not rely on CDBG funds to repay the loan. Mr. Schwabauer added that the money from Farmers and Merchants Bank is long-term financing toward repaying the loan, which is unlike the Grape Bowl project because there was no money coming back to the City from that project.

Mayor Johnson stated that many years ago Habitat for Humanity ceased doing projects because property prices rose dramatically, and he questioned if the organization was currently in a position to participate in the housing market.

Mayor Johnson opened the public hearing for public comment.

Cheryl Francis with Grace and Mercy Charitable Foundation stated that her organization is located at 425 and 425 1/2 North Sacramento Street, which the organization has refurbished without the use of federal, state, or city funding. She requested any assistance the City could provide to make her facility ADA compliant so that she may offer public services at her site.

Michael Huber with Habitat for Humanity expressed support for the Section 108 program, which would help the organization provide low-income housing. In response to the earlier question, Mr. Huber stated land acquisition and permitting is always a concern, but the group is committed to making the project a success. With this loan, they can begin to identify properties, rehabilitate the facility, and place a family into the home.

In response to Mayor Johnson, Mr. Huber stated the group was active with land acquisitions in another city, and in response to Council Member Kuehne, Mr. Huber stated that Habitat for Humanity has completed four homes in Lodi.

There being no further public comments, Mayor Johnson closed the public hearing.

Council Member Kuehne stated he was hesitant about borrowing against future CDBG funds; however, he felt favorable toward the Habitat for Humanity proposal. Mr. Kuehne additionally expressed support for the neighborhood revitalization strategy area.

Council Member Mounce suggested that \$2,000 be taken from the Small Business Assistance program and given to Grace and Mercy and that, in September during the reallocation process, the remaining funds be used to backfill the Small Business Assistance program. Mr. Wood

confirmed that proposal could be accomplished with the funding applied toward the accessibility issue, not the service program.

Mayor Pro Tempore Chandler questioned if there was a project and budget developed for the Grace and Mercy ADA improvements, to which Mr. Wood responded in the negative. Mr. Chandler stated that, with nine days remaining to approve and submit the Action Plan, it may be necessary to bring this decision back to a special meeting.

Council Member Mounce stated that this would provide Grace and Mercy with seed money to get the ADA project started, which is why she is only suggesting \$2,000. This would give the organization an opportunity to return with a project and application for future CDBG funds, including the opportunity to seek funding during the reallocation process.

In response to Mayor Pro Tempore Chandler, Mr. Schwabauer stated that the issue for Grace and Mercy is that it is ineligible to receive funding for its service program because the facility is not ADA accessible and, until the capital changes to the facility are completed, Ms. Francis will not be able to qualify for operational assistance for her programs.

In response to Council Member Kuehne, Ms. Francis stated she had no firm estimate for the project cost.

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, to adopt Resolution No. 2015-53 approving the 2015/16 Annual Action Plan for the Community Development Block Grant Program, and further reducing the allocation to the Small Business Assistance program under the Economic Development category by \$2,000 and allocating those funds to the Grace and Mercy Charitable Foundation under the community based organizations capital project category.

#### H. Communications

##### H-1 Appointment to the Lodi Senior Citizens Commission and Post for Expiring Terms on the Library Board of Trustees, Lodi Arts Commission, Planning Commission, and San Joaquin County Commission on Aging (CLK)

Council Member Mounce made a motion, second by Mayor Johnson, to make the following appointment and direct the City Clerk to post for the expiring terms set forth below.

Appointment:

##### Lodi Senior Citizens Commission

Roberta Wirth, term to expire December 31, 2018

Posting:

##### Library Board of Trustees

Two vacancies, terms to expire June 30, 2018

##### Lodi Arts Commission

Four vacancies, terms to expire July 1, 2018

##### Planning Commission

Two vacancies, terms to expire June 30, 2019

##### San Joaquin County Commission on Aging

One vacancy, term to expire June 30, 2018

##### VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Chandler, and Mayor Johnson  
Noes: None  
Absent: None

### RECESS

At 8:23 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:31 p.m.

#### I. Regular Calendar

##### I-1 Introduce Ordinance Amending Lodi Municipal Code Title 12 - Streets, Sidewalks and Public Places - by Repealing and Re-Enacting Chapter 12.12, "Parks," in its Entirety; and Further Repealing and Re-Enacting Chapter 12.16, "Permits for Use of City Facilities," in its Entirety (PRCS)

Parks, Recreation, and Cultural Services Director Jeff Hood provided a PowerPoint presentation regarding the Parks ordinance. Specific topics of discussion included reasons for the ordinance rewrite, the 18-month process, park ordinance update, sample ordinances from other municipalities, park permits for commercial use, park permits for large groups, smoking restrictions, and other changes.

Council Member Kuehne questioned if pickleball would be allowed on tennis courts under the new ordinance, to which Mr. Hood responded that the revised ordinance would provide flexibility to allow tennis-related activities, as well as give the Director authority to allow exceptions to permit games similar to tennis.

In response to Council Member Mounce, Mr. Hood stated that there is currently an ordinance that regulates peddlers and vendors in the public rights-of-way; however, selling merchandise in parks would not be permitted.

Council Member Mounce stated that a sign advertising the upcoming Zinfest is on the fence at Lodi Lake and she questioned what the policy was on outside groups advertising on the City's fence. Mr. Hood stated that the ordinance currently states no one can post signs of any size at any park. The ordinance will be revised to allow City staff to post signs in the course of its duties that would allow the City to promote City-sponsored events, such as Fourth of July at the Lake. Council Member Mounce stated the Zinfest sign detracts from the lake view, and Mr. Hood responded that staff would ensure the sign is removed.

Mayor Johnson questioned how the fee reduction and waiver process would work, citing the example of the Bear Creek Church Fun Run that will be required under the new ordinance to pay a fee to reserve the lake, which decreases its charitable donation. Mr. Hood stated that events in which the entire lake is rented has an impact on the park and prevents visitors from using the lake, park, and boathouse rental; therefore, those organizations will be charged a fee. He suggested those organizations that utilize the lake to raise money for charity consider charging participants a minimal fee to make up the cost of the lake rental. Mr. Hood pointed out that rentals of this nature result in lost revenue to the City from picnic shelter rentals, as well as increased maintenance costs, and makes the park unavailable for public use.

Mayor Johnson questioned how signs advertising charitable events or activities that promote the economy would be handled at Lodi Lake, to which Mr. Hood replied that the recommendation is to prohibit signage with the exception of those in which department employees are acting in the course and scope of their duties. This would provide flexibility for staff to locate suitable locations and ensure signs are posted in an appropriate manner.

Council Member Mounce stressed that signs blocking the view of the lake are not suitable locations, suggesting they instead be erected at the entrance to the lake. Mr. Hood stated he was supportive of keeping the concept of an open view to the public.

Mayor Johnson brought up the subject of visiting school districts overrunning local parks with bus loads of children without advanced notice. Mr. Hood stated families living near Emerson Park have complained that the sudden and overwhelming number of students from these unexpected stops have made their children feel uncomfortable, forcing them to leave the park.

Mr. Schwabauer shared the perspective from Sally Snyder with the World of Wonders Museum, who often directs visiting schools to Emerson Park following a museum visit, that there are potential economic benefits that could have visitors returning to Lodi. Mr. Hood suggested that an arrangement could be made with the museum to direct visiting schools to stop at a more appropriate park location, such as Salas Park.

Council Member Nakanishi expressed his belief that prohibiting smoking at parks restricts personal freedoms and would be difficult to enforce, adding that he would not support the ordinance unless it included a place for those who smoke.

Council Member Kuehne concurred, stating he supported the ordinance with the exception of the smoking ban.

In response to Mayor Pro Tempore Chandler, Mr. Hood stated that the recommendation is to set aside designated smoking areas for City events only, such as Fourth of July at the Lake and the Bluegrass Festival, because private rentals, such as Zinfest, are not monitored by the City and staff would not be on site to direct participants to smoking areas.

In response to Mayor Johnson, Mr. Hood stated that the current ordinance allows the Director to ban smoking in parks in certain areas; however, he believed that to ban smoking in all parks was a significant public policy issue that requires Council action.

Council Member Mounce stated she is an advocate for personal rights and did not wish to completely ban smoking in all parks because smoking is still a legal right.

Cindy Hill, chairperson for Relay for Life 2015, spoke in support of banning smoking in parks based on the negative health risks associated with smoking, the dangers of second-hand smoke, and litter from cigarette butts.

Joyce Smart spoke in opposition to banning smoking in parks based on the personal rights of individuals and added that she is a responsible smoker who does not litter discarded cigarettes.

Judy Yucht, member of the STOP Coalition, spoke in support of banning smoking in parks based on the negative health risks associated with smoking, public health issues, and litter from cigarette butts. She further stated she believed designated smoking areas would require signage and disposal receptacles at each event and it would send mixed messages to citizens.

Ed Miller spoke in opposition to banning smoking in parks based on legal rights of individuals, government over-reach, incompatible studies regarding second-hand smoke, and no data regarding affects of e-cigarettes.

Christina Ivazes, health educator with San Joaquin County Public Health Services, spoke in support of banning smoking in parks based on the negative health risks associated with smoking, protecting children and the vulnerable population who cannot speak up against smoking, the dangers of second-hand smoke, no definitive research on the affects of e-cigarettes, and increased waste products from e-cigarettes. She further pointed out that the ordinance does not adequately address the issue of chewing tobacco.

Tim Gibbs, government relations director for the American Cancer Society, spoke in support of banning smoking in parks based on case law proving there is no constitutional right to smoke, the dangers from second-hand smoke, smoking-related deaths, public health issue, and right to breathe clean air.

June Aacker questioned why the Police Department should spend its time patrolling parks against smoking, who enforces this rule in other cities, and if the Council received public correspondence

on this proposal. Ms. Aacker spoke in opposition of banning smoking in parks based on legal rights of individuals and banning smoking on private property versus public property.

Mayor Johnson confirmed that Council received correspondence, both in support and opposition, to this matter.

Jonathan Vickery spoke in support of banning smoking in parks based on the negative health risks associated with smoking, government regulation of smoking and drinking, and the affect second-hand smoke has on his asthma and allergies.

John Nunes spoke in support of banning smoking in parks based on the negative health risks associated with smoking, particularly for those who suffer from allergies, and the rights of non-smokers. He pointed out that the ordinance does not address cigar smoke.

In response to Ms. Aacker's earlier question, Mr. Schwabauer stated that the City employs police officers who are dedicated to patrolling parks and enforcing the park ordinance. In addition, the Lodi Municipal Code authorizes park attendants to enforce the ordinance in the absence of the parks officer.

Mr. Hood reminded Council that at its Shirtsleeve Session in January a report was provided that, among communities that banned smoking in parks, enforcement became a non-issue because it was largely self-enforced.

Mayor Johnson stated he believed enforcement will be difficult, pointing out that people still feed the geese and litter cigarette butts at Lodi Lake. He expressed support for designated smoking areas in parks.

Council Member Mounce recommended Council approve the ordinance, without the smoking ban, and return the portion of the ordinance on smoking to the Recreation Commission for discussion that would accommodate the rights of both smokers and non-smokers. Suggestions the Commission could consider are making some parks completely smoke free, while others have designated areas, or designating parking lots as smoking areas, while grassy areas are for non-smoking.

Mayor Pro Tempore Chandler, Council Member Kuehne, and Council Member Nakanishi agreed with the recommendation.

In response to Council Member Mounce, Mr. Hood stated that the recommendation regarding commercial photographers at parks is to set an annual permit fee of \$75, which is lower than the fee originally suggested.

In summary, Mr. Hood confirmed that Council's recommendation was to introduce the ordinance with the exception of Section 12.12.047 pertaining to smoking and with revisions to Section 12.12.045 to include the new definition of "Recreational Areas" and striking the revisions that pertain specifically to smoking. Council Member Mounce added that the Recreation Commission will review and make recommendations on smoke-free areas and designated smoking areas.

Mayor Johnson stated he was not in support of the recommendation to selectively choose non-smoking parks.

Council Member Mounce clarified that the Recreation Commission would recommend the best approach to address smoking in parks, which may or may not be to selectively choose non-smoking parks.

Mayor Pro Tempore Chandler stated he would like to see consistency with the recommendation, including designated smoking areas for City-sponsored events and private rentals.

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, to introduce Ordinance No. 1902 amending Lodi Municipal Code Title 12 - Streets, Sidewalks and Public

Places - by repealing and re-enacting Chapter 12.12, "Parks," in its entirety; and further repealing and re-enacting Chapter 12.16, "Permits for Use of City Facilities," in its entirety, with the exception of Section 12.12.047 pertaining to smoking and revisions to Section 12.12.045 to include the new definition of "Recreational Areas" and striking the revisions that pertain specifically to smoking; and further to refer the matter regarding smoking in parks to the Recreation Commission for discussion and recommendation to Council.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- I-2 Introduce Ordinance Amending Lodi Municipal Code Title 13 - Public Services - by Repealing and Re-Enacting Section 13.14, "Stormwater Management and Discharge Control Code," in its Entirety (PW)

This item was pulled from the agenda pursuant to staff's request.

*THE FOLLOWING ITEMS WERE DISCUSSED AND ACTED UPON OUT OF ORDER*

- I-4 Introduce Ordinance Amending Lodi Municipal Code Title 6 - Animals - by Repealing and Re-Enacting Chapter 6.08, "Prohibited Animals," in Regard to Chicken Hens in its Entirety (PD)

City Manager Schwabauer stated that, because there is a cross reference to chicken hens in the vicious dog ordinance (Item I-3), this item would be heard out of order so that, if Council does not pass this ordinance, the reference to chicken hens can be removed from the vicious dog ordinance.

Animal Services Officer Jennifer Bender provided a presentation regarding the ordinance relating to chicken hens. Specific topics of discussion included Planning Commission recommendation to amend the ordinance to allow chicken hens in residential zoning districts; no more than five chicken hens in one residential lot for home consumption; requirements relating to feed, enclosures, rear yard, and fenced-in area; and unlawful slaughter of hens within City limits. Ms. Bender stated that Code Enforcement can provide direction on size and structure of chicken enclosures as those would be considered a structure on a property. With regard to sanitation, Ms. Bender stated those regulations are currently addressed in Lodi Municipal Code Chapter 6.14, Sanitation of Premises.

In response to Council Member Mounce, Ms. Bender stated Code Enforcement, versus the Animal Division, would respond to calls regarding the size and placement of chicken coops and she added the information is available online. Council Member Mounce expressed concern about the affect on neighbors from noise, odor, and improperly built structures. Ms. Bender stated that, when chickens were previously allowed, the majority of calls were in response to roosters and no calls were received regarding sanitation of chicken hens. Council Member Mounce questioned if the Department will be able to handle an increased level of calls and what the recourse would be for unhappy neighbors. Ms. Bender responded that Animal Control will respond as it normally does by handling priority calls first, such as calls for vicious or injured dogs or animals wandering into traffic, followed by all other calls. The Division would control the number of chicken hens at a residence and further educate people on the care and sanitation of the animals. Council Member Mounce stressed that literature on the matter be produced in both English and Spanish.

In response to Council Member Nakanishi, Mr. Schwabauer stated that the Municipal Code relating to animals previously did not reference chickens, but it was addressed in the zoning code, making chickens legal for quite some time. After the complete revision of the building and zoning code, the section was overlooked from the code, making chickens prohibited.

Mayor Pro Tempore Chandler suggested that consideration be given to making chicken enclosures protected from predatory animals. Ms. Bender stated the Animal Division addresses complaints relating to possum and raccoons, adding that cat food left outside is a lure to nocturnal animals. Mr. Schwabauer stated the ordinance could be amended to require that the pens be secure from predatory access.

Debbie Haesche spoke in support of allowing chicken hens in Lodi based on them being a good source of eggs, positive learning experience for children, and responsible ownership and care.

Cherie Sintes-Glover stated she offers urban chicken consulting services and has a wealth of knowledge on the care of chickens. Ms. Sintes-Glover spoke in support of allowing chicken hens in Lodi based on them being a good source of eggs; chicken hens can lay eggs without a rooster; chicken consumption of bugs, rodents, and biowaste; and chicken manure benefits for lawns. She stated chickens should roam in the backyard, but they should have a protective coop for protection from predatory animals.

James Daumer spoke in support of allowing chicken hens in Lodi, stating he has owned chickens for almost 20 years and neighbors have never complained of odors, bugs, or sanitation issues.

June Aacker spoke in support of allowing chicken hens in Lodi, but stated that five chickens appeared to be an excessive number.

In response to Council Member Mounce, Mr. Schwabauer stated that the allowed number of chicken hens in the previous ordinance was three, but the Planning Commission is recommending five, as well as a few other standards. Council Member Mounce added that the ordinance should include language on cage security.

Council Member Nakanishi made a motion, second by Council Member Kuehne, to introduce Ordinance No. 1903 amending Lodi Municipal Code Title 6 - Animals - by repealing and re-enacting Chapter 6.08, "Prohibited Animals," in regard to chicken hens in its entirety, with the addition of language to ensure chicken hens are secured in a predator-proof enclosure, cage, or coop to protect from predatory animals.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Pro Tempore Chandler

Noes: Mayor Johnson

Absent: None

I-3 Introduce Ordinance Amending Lodi Municipal Code Title 6 - Animals - by Repealing and Re-Enacting Chapter 6.15, "Vicious/Potentially Dangerous Dogs," in its Entirety (PD)

Animal Services Officer Jennifer Bender reported that the animal ordinance underwent a complete revision in August 2014; however, the section pertaining to vicious and dangerous dogs was inadvertently omitted, which allowed the first instance of a dog attacking, injuring, or killing another domesticated animal or chicken hen to be cited. In addition, staff included language revisions to separate "potentially dangerous dogs" and "vicious dogs" and to make the ordinance more enforceable.

Council Member Mounce made a motion, second by Council Member Nakanishi, to introduce Ordinance No. 1904 amending Lodi Municipal Code Title 6 - Animals - by repealing and re-enacting Chapter 6.15, "Vicious/Potentially Dangerous Dogs," in its entirety.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:18 p.m., in memory of Marlene McBrayer, who passed away on May 4, and former City Manager Tom Peterson, who passed away on May 5.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 6, 2015**

The Special City Council meeting of May 6, 2015, was cancelled.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

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

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Deputy City Manager

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

**BACKGROUND INFORMATION:** During the first calendar quarter of 2015, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through I.

Exh.	Date	Contractor	Project	Award Amt.
A	01/21/2015	Econolite Group Inc.	Replacement Traffic Signal Cabinet	\$18,414.00
B	01/28/2015	National Business Furniture	White Slough Expansion	\$16,871.12
C	01/28/2015	Tesco Controls Inc.	Battery Back-Up for Traffic Signal Cabinet	\$15,422.20
D	02/02/2015	Lehr Auto Electric	Patrol Vehicle Equipment Installation	\$11,011.68
E	02/05/2015	Far West Line Specialties	EUD Safety Devices	\$17,008.92
F	02/10/2015	All Star Fire Equipment Inc.	Turnout Gear for Firefighters	\$12,571.20
G	03/09/2015	LaRue Communications	Transit Bus Radio Purchase/Installation	\$14,763.00
H	03/11/2015	Lodi Toyota	Detective Vehicle Purchase	\$16,995.00
I	03/31/2015	Huskie	EUD Tools	\$14,312.78

**FISCAL IMPACT:** Varies by project.

**FUNDING AVAILABLE:** All purchases were budgeted in the 2014-2015 Financial Plan.

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

Attachments

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

# RECOMMENDATION FOR CONTRACT AWARD

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PROJECT NAME: REPLACEMENT TRAFFIC SIGNAL CABINET (P-CAB)  
DEPARTMENT: PUBLIC WORKS DEPT.  
CONTRACTOR Econolite Group Inc.  
AWARD AMOUNT: \$18,414.00  
DATE OF RECOMMENDATION: 1/21/2015

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BIDS OR PROPOSALS RECEIVED: ECONOLITE GROUP INC. \$18,414.00

“NO BID” or NO RESPONSE RECEIVED:

**BACKGROUND INFORMATION & BASIS FOR AWARD:**  
ECONOLITE GROUP INC. IS THE CITY OF LODI'S SOLE-SOURCE SUPPLIER FOR ALL TRAFFIC SIGNAL CABINETS. THIS TRAFFIC SIGNAL CABINET IS FOR THE CORNER OF LOWER SACRAMENTO RD AND LODI AVE.

REQ#1152028

RESOLUTION 2010-141

FUNDING: 30156002.72352

Prepared by: Shawn Tallerico

Title: SR. Storekeeper

Reviewed by: 

**RECOMMENDATION FOR CONTRACT AWARD**

---

**PROJECT NAME:** White Slough Expansion  
**DEPARTMENT:** Public Works - White Slough  
**CONTRACTOR** National Business Furniture  
**AWARD AMOUNT:** \$16,871.12  
**DATE OF RECOMMENDATION:** 1-28-15

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**BIDS OR PROPOSALS RECEIVED:**  
National Business Furniture \$16,871.12

**“NO BID” or NO RESPONSE RECEIVED:**  
N/A

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

The purchase of this furniture is to furnish the newly constructed expansion at White Slough Water Pollution Control Facility (Resolution 2014-112). All the furniture was purchased from a state contracted vendor. GSA contract GS-27F-0024V.

**FUNDING:** 53053003.77020

Prepared by: Karen D. Honer

Title: Wastewater Plant Superintendent

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

Purchase Order No.

# RECOMMENDATION FOR CONTRACT AWARD

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PROJECT NAME: TESCO BBS 1400XL FOR TRAFFIC SIGNAL CABINET  
 DEPARTMENT: PUBLIC WORKS DEPT.  
 CONTRACTOR TESCO CONTROLS INC.  
 AWARD AMOUNT: \$15,422.20  
 DATE OF RECOMMENDATION: 01/28/2015

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BIDS OR PROPOSALS RECEIVED:  
 TESCO CONTROLS INC. \$15,422.20

“NO BID” or NO RESPONSE RECEIVED:

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

TESCO CONTROLS INC. IS THE CITY OF LODI'S SOLE-SOURCE SUPPLIER FOR ALL BATTERY BACK-UP SYSTEMS FOR THE CITY OF LODI'S TRAFFIC SIGNAL CABINETS. THESE BATTERY BACK-UP CABINET'S ARE FOR THE CORNER OF LOWER SACRAMENTO RD AND LODI AVE.

REQ#1152676

FUNDING: 30156002.72352

Prepared by: Shawn Tallerico

Title: SR. Storekeeper

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

**RECOMMENDATION FOR CONTRACT AWARD**

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**PROJECT NAME:** Patrol Vehicle Equipment Installation  
**DEPARTMENT:** Police  
**CONTRACTOR** Lehr  
**AWARD AMOUNT:** \$11,011.68  
**DATE OF RECOMMENDATION:** February 2, 2015

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**BIDS OR PROPOSALS RECEIVED:**

Lehr \$11,011.68

**“NO BID” or NO RESPONSE RECEIVED:**

N/A

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

LEHR Auto is the only local vendor who has ensured all police vehicle emergency equipment is consistent with each patrol vehicle installation. Lodi PD has used other installers in the past and found shoddy installation work, equipment purchased but not installed, etc. LEHR is thorough and allows our fleet coordinators to oversee installations to ensure all vehicles maintain the same consistency and integrity of equipment.

**FUNDING:** 40099100.77040

Prepared by: Paula O'Keefe

Title: Management Analyst

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

**RECOMMENDATION FOR CONTRACT AWARD**

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**PROJECT NAME:** EUD Safety Devices  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** Far West Line Specialties  
**AWARD AMOUNT:** \$17,008.92  
**DATE OF RECOMMENDATION:** 02/05/15

---

**BIDS OR PROPOSALS RECEIVED:**

Far West Line Specialties	\$17,008.92
Altec	\$17,059.55

**“NO BID” or NO RESPONSE RECEIVED:**

Isberg-Nott  
Alameda Electrical Distributors

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

This order is for belts and bucksqueezes. This is pole climbing safety gear OSHA is requiring of crew members who climb poles.

**FUNDING:** 50064100-72306, 50064300-72306, 50064200-72306

Prepared by: Thomas Dean

Title: Electric Materials Technician

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

# RECOMMENDATION FOR CONTRACT AWARD

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**PROJECT NAME:** Turnout Gear for Firefighters  
**DEPARTMENT:** Fire Department  
**CONTRACTOR** All Star Fire Equipment Inc  
**AWARD AMOUNT:** \$12,571.20  
**DATE OF RECOMMENDATION:** 02/10/2015

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**BIDS OR PROPOSALS RECEIVED:**

All Star Fire Equipment	\$12,571.20
United Fire	\$13,622.40
SeaWestern Fire Fighting Equipment	\$14,677.20

**“NO BID” or NO RESPONSE RECEIVED:**

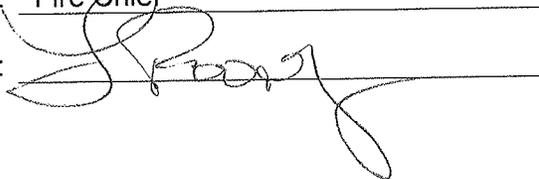
**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Request for new turnouts for six (6) new firefighters (start date Jan 2015) Bid includes Bi-Swing Coat and belted Pants

**FUNDING:** Emergency Operations/Safety Equipment 10041000.72306

Prepared by: Chief Larry Rooney \_\_\_\_\_

Title: Fire Chief \_\_\_\_\_

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

**EXHIBIT G**

**RECOMMENDATION FOR CONTRACT AWARD**

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**PROJECT NAME:** Transit Bus Radio Purchase/Installation  
**DEPARTMENT:** Public Works  
**CONTRACTOR** La Rue Communications  
**AWARD AMOUNT:** \$14,763.00  
**DATE OF RECOMMENDATION:** 3/9/15

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**BIDS OR PROPOSALS RECEIVED:**

La Rue Communications	\$14,763.00
Enterprise Communications	\$21,090.00
Vincent Communications, Inc.	\$19,245.48

**“NO BID” or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Received three bids for new radios for 19 buses and La Rue Communications was low bidder.

**FUNDING:** 60199000; included in FY 14/15 budget

Prepared by: Paula J. Fernandez

Title: Transportation Manager/Sr Traffic  
Engineer

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

Purchase Order No.

**EXHIBIT H**

**RECOMMENDATION FOR CONTRACT AWARD**

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**PROJECT NAME:** Detective Vehicle Purchase  
**DEPARTMENT:** Police Department  
**CONTRACTOR** Lodi Toyota  
**AWARD AMOUNT:** \$16,995.00  
**DATE OF RECOMMENDATION:** March 11, 2015

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**BIDS OR PROPOSALS RECEIVED:**

Lodi Toyota	\$16,995.00
Tracy Toyota	\$16,991.00
Toyota Town of Stockton	\$16,900.00

**“NO BID” or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Lodi Toyota provided a quote for vehicle price. Cost comparison was based upon actual vehicle cost w/o other fees.

Staff reviewed three comparable vehicles and found the 2014 Toyota Corolla from Lodi Toyota to be the best overall value. Although the vehicle is priced \$95 more than the lowest priced vehicle from Toyota Town, the mileage is significantly less than the two vehicles spec'd for this purchase. Vehicle has been inspected by MSC and no issues were found. After a thorough review of the Exception to Bid Procedure, the department believes it is in the City's best interest to purchase a pre-owned 2014 Toyota Corolla LE from Lodi Toyota. This vehicle will replace vehicle #083.

**FUNDING:** 40099100.77040

Prepared by: Paula O'Keefe

Title: Management Analyst

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

## RECOMMENDATION FOR CONTRACT AWARD

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**PROJECT NAME:** EUD Tools  
**DEPARTMENT:** Electric Utility  
**CONTRACTOR** Huskie  
**AWARD AMOUNT:** \$14,312.78  
**DATE OF RECOMMENDATION:** 03/31/15

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**BIDS OR PROPOSALS RECEIVED:**

Huskie	\$14,312.78
HD Supply	\$16,491.06
Altec*	\$9,865.80

**“NO BID” or NO RESPONSE RECEIVED:**

**BACKGROUND INFORMATION & BASIS FOR AWARD:**

Altec total is lower because they did not bid on all items. However Altec had a higher price for each individual tool than Huskie, therefore the contract should be awarded to Huskie.

**FUNDING:** 50064100-72359, 50064100-77030

Prepared by: Thomas Dean

Title: Electric Materials Technician

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

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

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Deputy City Manager

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

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

The total of all invested funds as of the quarter ending March 31, 2015 is \$88,840,001.67.  
The average annualized return on all invested funds over the quarter is 0.95%.

The total earnings on all invested funds for FY 2014-15 is \$297,706.01.  
The average annualized return on all invested funds for FY 2014-15 is 0.47%.

**FISCAL IMPACT:** Not applicable.

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

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Jordan Ayers  
Treasurer

Attachment

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



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

**March 31, 2015 Investment Statement**

<b>Investment:</b>	<b>Earnings for Qtr Ending 03/31/15:</b>	<b>Ending Balance:</b>
<b>Local Agency Investment Funds*</b>		
36% of portfolio	0.27% interest earnings	31,924,317.05
	<b>Subtotal LAIF</b>	<b>31,924,317.05</b>
<b>CalTRUST Investment Trust of California</b>		
49.1% of portfolio		
Short-Term Account	0.76% interest earnings	12,097,578.90
Medium-Term Account	1.96% interest earnings	31,542,699.98
	<b>Subtotal CalTRUST</b>	<b>43,640,278.88</b>
<b>Certificates of Deposit</b>		
0.8% of portfolio		
Bank of Ag. & Comm (matures 3/8/16)	0.25% interest earnings	250,000.00
Central Valley Comm (matures 6/18/15)	0.25% interest earnings	250,000.00
F&M Bank (matures 11/03/15)	0.70% interest earnings	250,000.00
	<b>Subtotal CDs</b>	<b>750,000.00</b>
<b>Passbook/Checking Accounts</b>		
14.1% of portfolio		
Farmers & Merchants **	demand acct	1,613,899.82
Farmers & Merchants - Money Market	0.35% interest earnings	7,433,769.71
Farmers & Merchants - Payroll	demand acct	27,639.10
Farmers & Merchants - CP Money Market	0.35% interest earnings	3,450,097.11
	<b>Subtotal P/C Accts</b>	<b>12,525,405.74</b>
	<b>TOTAL</b>	<b>88,840,001.67</b>

\_\_\_\_\_  
Susan Bjork  
Supervising Budget Analyst

\_\_\_\_\_  
Date

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

\*\* This account carries a compensating balance required to obtain an earnings credit to offset service charges.



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Accept Memorial Tree and Plaque Donation from Dennis and Carol Callahan  
**MEETING DATE:** May 20, 2015  
**PREPARED BY:** Parks, Recreation and Cultural Services Director

---

**RECOMMENDED ACTION:** Accept memorial tree and plaque donation from Dennis and Carol Callahan.

**BACKGROUND INFORMATION:** On Saturday, February 21, 2015, Park Superintendent Steve Dutra met with Mr. Dennis Callahan regarding a request for a memorial tree project at Peterson Park. Mr. Callahan offered to purchase a 24" box Autumn Blaze Maple that would be planted as part of the 2015 Peterson Park Arbor Day community event. Park Superintendent Dutra detailed how Mr. Callahan could secure support and approval for the project, a proposed location was discussed, possible project costs were discussed and a proposed time line was developed. On Tuesday, March 10, 2015, City Staff received a project request email from Mr. Callahan outlining his wishes for the memorial tree and plaque project. On Saturday, April 11, 2015, the 24" box Maple tree was planted at Peterson Park as part of the Arbor Day event.

At the May 5, 2015, Parks and Recreation Commission meeting, the Commission voted to accept this donation and recommended that City Council support the project.

**FISCAL IMPACT:** This project is estimated to cost \$600. Mr. and Mrs. Callahan has agreed to provide all necessary funding.

**FUNDING AVAILABLE:** Purchased with donated funds from Mr. and Mrs. Callahan

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

JMR:tl

cc: City Attorney

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Accept Donation of Vehicles from The Lodi Police Partners' Foundation and Designating Disposition When the Vehicles are Retired from City's Vehicle Fleet

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Police Chief

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to accept donation of vehicles from The Lodi Police Partners' Foundation and designating disposition when the vehicles are retired from city's vehicle fleet.

**BACKGROUND INFORMATION:** The Lodi Police Partners' Foundation, a California non-profit corporation, has over the past several years donated several vehicles to the City for use in its Lodi Police Partners' Program. These vehicles are integral to the Partners' Program and staff acknowledges the financial commitment the Foundation has made to the success of the Program.

Currently the City has 3-vehicles donated by the Foundation in its vehicle fleet, described as:

1. 2008 Dodge, License No. 1429579, VIN 1D7HA18NX8S585228;
2. 2005 Ford, License No. 1252951, VIN 2FAFFP74W05X166286; and
3. 2007 Ford, License No. 1359280, VIN 2FMZA52227BA04300.

Staff requests that the Council accept the donation of the above-described vehicles from the Foundation and that in consideration for the donation City agree that when each of the vehicles are retired from City's vehicle fleet that the proceeds from the sale or auction thereof will be made payable to The Lodi Police Partners' Foundation, or alternatively title to the retired vehicle will be transferred to The Lodi Police Partners' Foundation, to facilitate the Foundation's continued financial support of the Lodi Police Partners' Program.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Mark Helms  
Police Chief

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

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO ACCEPT  
DONATION OF VEHICLES FROM THE LODI POLICE  
PARTNERS' FOUNDATION

=====

WHEREAS, the Lodi Police Partners' Foundation, a California non-profit corporation, has over the past several years donated several vehicles to the City of Lodi for use in its Lodi Police Partners Program; and

WHEREAS, the City has received the following described vehicles from the Lodi Police Partners' Foundation, all of which are a part of the City's current vehicle fleet:

- 1. 2008 Dodge, License No. 1429579, VIN 1D7HA18NX8S585228
- 2. 2005 Ford, License No. 1252951, VIN 2FAFFP74W05X166286
- 3. 2007 Ford, License No. 1359280, VIN 2FMZA52227BA04300

WHEREAS, City agrees to accept the donation of the above-described vehicles from the Lodi Police Partners' Foundation; and

WHEREAS, in consideration for the donation of said vehicles, City agrees that when each of the vehicles are retired from City's vehicle fleet, that the proceeds from the sale or auction thereof will be made payable to the Lodi Police Partners' Foundation, or alternatively title to the vehicle will be transferred to the Lodi Police Partners' Foundation.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to accept the donation of the above-described vehicles from the Lodi Police Partners' Foundation; and

BE IT FURTHER RESOLVED that when each of the above-described vehicles are retired from City's vehicle fleet, that the proceeds from the sale or auction of the same will be made payable to the Lodi Police Partners' Foundation, or alternatively title to the vehicle will be transferred to the Lodi Police Partners' Foundation, to facilitate the Foundation's continued financial support of the Partners' Program.

Dated: May 20, 2015

=====

I hereby certify that Resolution No. 2015-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Accepting the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant, Approving the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program Funding Agreement executed by Lodi Police Department Accepting Grant Funds, Approving the Purchase of Two Zero Emissions Motorcycles, and Appropriating Funds (\$44,506)

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Chief of Police

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**RECOMMENDED ACTION:** Adopt Resolution Accepting the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant, Approving the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program Funding Agreement executed by Lodi Police Department Accepting Grant Funds, Approving the Purchase of Two Zero Emissions Motorcycles, and Appropriating Funds (\$44,506)

**BACKGROUND INFORMATION:** At the October 15, 2014 meeting, the Council adopted Resolution 2014-194, authorizing the Police Department to apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant to Purchase two Zero Motorcycles.

The San Joaquin Valley Air Pollution Control District is currently administering an Alternative Fuel Grant to purchase clean air vehicles. The Lodi Police Department has received confirmation from the District that it has been awarded \$40,000 for the Alternative Fuel Grant, and the Police Department has signed the San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement on April 2, 2015 for receipt of grant funds.

Staff now requests that the City Council accept the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant, approve the San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement, executed by Lodi Police Department, accepting the Grant funds in the amount of \$40,000.

Staff further recommends the approval for the purchase of two Zero Emissions Motorcycles for park patrol and enforcement at a cost of \$22,253 each. Staff chose the Zero DS motorcycles because of their reliability, low maintenance, battery range and capacity, maneuverability and lightweight chassis. The Zero has a top speed of 95 mph and can travel a maximum of 164 miles on a charge. It has regenerative braking and has options for on- or off-road use. With no gears, clutch or noise, officers can focus on patrolling and can perform highly technical maneuvers during intense situations where performance and agility are essential.

Because the San Joaquin Valley Air Control District grant funds fall short of the total cost for two Zero motorcycles, the Police Department requests the appropriation of \$4,506 from the Vehicle Replacement

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

Adopt Resolution Accepting the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant, Approving the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program Funding Agreement executed by Lodi Police Department Accepting Grant Funds, Approving the Purchase of Two Zero Emissions Motorcycles, and Appropriating Funds (\$44,506)

May 20, 2015

Page Two

Fund to offset the shortage of funds, in addition to the appropriation of the \$40,000 grant funds for the purchase of the motorcycles.

**FISCAL IMPACT:** \$40,000 of the purchase price will be covered by the San Joaquin Valley Air Pollution Control District grant and \$4,506 will be expended out of the Vehicle Replacement Fund Balance.

**FUNDING AVAILABLE:** 40399100.77040

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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Mark Helms  
Chief of Police

MH/pjo  
cc: City Attorney

April 2, 2015

Paula O'Keefe  
City of Lodi  
215 W. Elm St.  
Lodi, CA 95240

RE: **Project Status: Executed Agreement**  
Public Benefit Program Alt-Fuel Component - Project Number: **C-31482-A**

Dear Paula O'Keefe:

Thank you for your participation in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your agreement with the SJVAPCD is now executed.

The following documents are enclosed:

1. A copy of your executed agreement
2. Public Benefit Grant Program, New Alternative Fuel Vehicle Purchase Component Payment Procedures

Please keep the copy of your executed agreement for your records as it contains important information regarding the project implementation life, required reporting and record keeping, and other important agreement obligations. The Payment Procedures document contains the necessary form and instructions for successful completion of a Claim for Payment Packet to be reimbursed. Please review the Payment Procedures document in its entirety for instructions on reimbursement.

If you have any questions, please call (559) 230-5800 or email [weberip@valleyair.org](mailto:weberip@valleyair.org) and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-31482-A**.

Sincerely,

Public Benefit Program Staff  
Incentive Programs

Enclosures

(2)

**Seyed Sadredin**  
Executive Director/Air Pollution Control Officer

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**Northern Region**  
4800 Enterprise Way  
Modesto, CA 95356-8718  
Tel: (209) 557-6400 FAX: (209) 557-6475

**Central Region (Main Office)**  
1990 E. Gettysburg Avenue  
Fresno, CA 93726-0244  
Tel: (559) 230-6000 FAX: (559) 230-6061

**Southern Region**  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
Tel: 661-392-5500 FAX: 661-392-5585

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**PUBLIC BENEFIT GRANTS PROGRAM**  
**FUNDING AGREEMENT**  
**(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this 2<sup>nd</sup> day of April, 2015, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Lodi** (Participant).

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

**WHEREAS**, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

**WHEREAS**, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

**WHEREAS**, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

**WHEREAS**, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1                   **WHEREAS**, Participant represents that it is willing and able to perform  
2 the activities set forth herein.

3                   **NOW, THEREFORE**, based on their mutual promises, covenants, and  
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6                   The Participant agrees to purchase and place into service the type and  
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto  
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution  
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered  
10 said vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits,  
11 fees, and other incidentals necessary to perform and complete, per schedule, in a  
12 professional manner, the requirements described herein. Participant agrees and  
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are  
14 not required by or to be used for compliance with any local, state, or federal rule or  
15 regulation, settlement agreement, mitigation agreement, memorandum of  
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate  
17 currently in effect. Participant waives all rights to any emission reduction credits that  
18 may accrue as a result of purchase of the specified vehicle(s).

19                   In the event of any conflict between or among the terms and conditions  
20 of this Agreement and the exhibit incorporated herein, such conflict shall be resolved  
21 by giving precedence in the following order of priority:

- 22                                   1. To the text of this Agreement
- 23                                   2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25                   Participant shall purchase and place the new alternative fuel vehicle(s)  
26 into service, and submit all final claims as outlined in paragraph 3, **no later than 9**  
27 **months from execution date of this agreement.** If the Participant cannot meet the  
28 project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to  
2 meet all performance requirements under the Agreement. Such request is subject to  
3 review and approval by the District. Participant agrees to amend the Agreement as  
4 necessary, if requested by the District, to ensure the project is completed within the  
5 timetable approved by the District.

6 **A. Agreement Period:** The Participant shall own and operate the  
7 new alternative fuel vehicle(s) purchased under this Agreement according to the terms  
8 of this Agreement for no less than three (3) years from the date in which the vehicle(s)  
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed  
12 **Forty Thousand And 00/100 dollars (\$40,000.00)** for the purchase of the new  
13 alternative fuel vehicle(s) identified in Exhibit A.

14 Participant shall obtain through other sources sufficient additional  
15 monies to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event  
16 funding from other sources for the total cost of the vehicle(s) as outlined in Exhibit A is  
17 not received by Participant, District reserves the right to terminate or re-negotiate this  
18 Agreement.

19 **A. Payments:** Advance payments shall not be permitted. The  
20 District shall issue payment to Participant upon receipt of a properly supported and  
21 verified claim for payment as specified in the Public Benefit Grants Program, New  
22 Alternative Fuel Vehicle Purchase Component payment procedures document.  
23 Payment is for reimbursement to the Participant for the purchase of the specified new  
24 alternative fuel vehicle(s) and funding shall only be allowed toward the purchase of the  
25 specific vehicle(s) described in Exhibit A. The District reserves the right to reduce the  
26 funding paid to the Participant if it is determined that the actual invoiced costs paid by  
27 the Participant for the purchase of the new vehicle(s) is/are less than the costs  
28 specified on the application. The District also reserves the right to reduce the funding

1 If the Participant receives or will receive co-funding from a third party that, in addition  
2 to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel  
3 vehicle(s) purchased under this Agreement. Participant is required to disclose all such  
4 information to the District prior to the execution date of this Agreement. The  
5 Participant will not be reimbursed by the District for the purchase of the new  
6 alternative fuel vehicle(s) if the Participant has purchased, taken possession, or  
7 ordered the said new vehicle(s) prior to the execution date of this Agreement.

8 Concurrently with the submission of any claim for payment, Participant  
9 shall certify (through copies of invoices issued, checks, receipts, and the like) that  
10 complete payment has been made or invoiced. Participant understands that any  
11 payment received from the District to fund the vehicle(s) in this Agreement may be  
12 subject to taxation and the District will issue a form 1099 to the Participant. Any tax  
13 liability on the funds provided by the District shall be the sole responsibility of the  
14 Participant.

15 **B. Surplus Funds:** Any compensation, which is not expended by  
16 Participant pursuant to the terms and conditions of this Agreement by the project  
17 completion date, shall automatically revert to District. Only expenditures incurred by  
18 Participant in the direct performance of this Agreement will be reimbursed by District.

19 **4. NON-ALLOCATION OF FUNDS**

20 The terms of this Agreement are contingent on the approval and receipt  
21 of funds by the appropriating government agency. Should sufficient funds not be  
22 allocated, the services provided may be modified or this Agreement terminated at any  
23 time by giving Participant thirty (30) days' prior written notice.

24 **5. ANNUAL REPORTING**

25 Participant shall submit annual reports on the vehicle(s) that include the  
26 following information:

- 27 1. Participant contact information;  
28 2. Proof of current California registration for the new alternative

- 1 fuel vehicle(s);
- 2 3. Proof of insurance as required by paragraph 11.
- 3 4. Annual miles or hours traveled (including mileage/activity or
- 4 hour/activity logs for documentation);
- 5 5. Summary of maintenance performed;
- 6 6. Any other pertinent information requested by the District on a
- 7 form to be provided to the Participant by the District.

8 Annual reporting will be required for three (3) subsequent years following  
9 the purchase of the new alternative fuel vehicle(s). The first year annual report is due  
10 on the anniversary date of when the new alternative fuel vehicle(s) was/were first  
11 placed into service and for each ensuing year thereafter. Noncompliance with the  
12 reporting requirements shall result in on-site monitoring by District personnel and will  
13 impact the Participant's ability to receive funding from the District for future projects.  
14 Participants with annual reports more than six (6) months late will not be granted any  
15 additional grant funds from the District until all reports are satisfactorily submitted.

16 The District or representative designated by the District reserves the  
17 right to monitor the vehicle(s), enforce the terms of this Agreement at any time during  
18 the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds  
19 for non-compliance within the terms and conditions of this Agreement or applicable  
20 state laws or regulations.

21 **6. TERMINATION**

22 **A. Breach of Agreement:** District may immediately suspend or  
23 terminate this Agreement, in whole or in part, where in the determination of District  
24 there is:

- 25 1. An illegal or improper use of funds;
- 26 2. A failure to comply with any term of this Agreement;
- 27 3. A substantially incorrect or incomplete annual report submitted
- 28 to the District;

1 In no event shall any payment by District constitute a waiver by District  
2 of any breach of this Agreement or any default, which may then exist on the part of  
3 Participant. Neither shall such payment impair or prejudice any remedy available to  
4 the District with respect to the breach or default. District shall have the right to  
5 demand of Participant the repayment to the District of any funds disbursed to  
6 Participant under this Agreement which in the judgment of District were not expended  
7 in accordance with the terms of this Agreement. Participant shall promptly refund any  
8 such funds upon demand.

9 In addition to immediate suspension or termination, District may impose  
10 any other remedies available at law, in equity, or otherwise specified in this  
11 Agreement. The District may prohibit Participant from participating in all other District  
12 and State grant programs in the future.

13 **B. Without Cause:** Either party may terminate this Agreement at  
14 any time upon giving the other party at least thirty (30) days' advance written notice of  
15 intention to terminate. The District shall have the right to demand prompt repayment  
16 of a portion or all monies expended under this Agreement as provided in paragraph 3  
17 if the Participant does not meet all obligations under this Agreement upon such  
18 termination.

## 19 **7. MODIFICATION**

20 Any matters of this Agreement may be modified from time to time by the written  
21 consent of all the parties without in any way affecting the remainder.

## 22 **8. INDEPENDENT CONTRACTOR**

23 In performance of the work, duties, and obligations assumed by  
24 Participant (also referred to in this section as 'Contractor') under this Agreement, it is  
25 mutually understood and agreed that Contractor, including any and all of Contractor's  
26 officers, agents, and employees, will at all times be acting and performing as an  
27 independent contractor and shall act in an independent capacity and not as an officer,  
28 agent, servant, employee, joint venture, partner, or associate of District or ARB.

1 Furthermore, District shall have no right to control or supervise or direct the manner or  
2 method by which Contractor shall perform its work and function. However, District  
3 shall retain the right to administer this Agreement so as to verify that Contractor is  
4 performing its obligations in accordance to the terms and conditions thereof.  
5 Contractor and District shall comply with all applicable provisions of law and the rules  
6 and regulations, if any, of governmental authorities having jurisdiction over matters the  
7 subject thereof.

8           Because of its status as an independent contractor, Contractor shall  
9 have absolutely no right to employment rights and benefits available to District  
10 employees. Contractor shall be solely liable and responsible for providing to, or on  
11 behalf of, itself all legally required employee benefits. In addition, Contractor shall be  
12 solely responsible and save District harmless from all matters relating to payment of  
13 Contractor's employees, including compliance with social security, withholding, and all  
14 other regulations governing such matters. It is acknowledged that during the term of  
15 this Agreement, Contractor may be providing services to others unrelated to District or  
16 to this Agreement.

17 **9. NON-ASSIGNMENT**

18           Participant may not assign, sell, transfer, license, or subcontract any  
19 rights or obligations to a third party within or outside of the District's boundaries  
20 without the express prior consent of the District for the duration of the Agreement  
21 Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of  
22 the vehicle(s) or any portion thereof for any reason, or is required to replace the  
23 vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the  
24 Participant must request and receive written consent from the District prior to selling or  
25 transferring ownership of the vehicle(s) or any portion thereof.

26           Prior to completing the transaction, the Participant understands that it is  
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions  
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate  
2 the transfer of the Agreement provisions and terms. The Participant shall provide the  
3 prospective new owner with valid contact information for the District so the new owner  
4 can assume legal responsibility under the original Agreement or enter into a new  
5 Agreement with the District, for the remainder of the Agreement Period. Participant  
6 understands that they shall not be relieved of their legal obligation to fulfill the  
7 conditions of this Agreement unless the new owner has assumed responsibility  
8 through an executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's  
11 request, defend the District, its boards, committees, representatives, officers, agents,  
12 and employees from and against any and all costs and expenses (including  
13 reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and  
14 losses (whether in contract, tort, or strict liability, including, but not limited to, personal  
15 injury, death, and property damage) which arise or are alleged to arise directly or  
16 indirectly from any act or omission of Participant, its officers, agents, sub participants,  
17 or employees in their performance of this Agreement, or out of the operations of the  
18 Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining  
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of  
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel  
23 vehicle(s) purchased through this Agreement must not be tampered with or modified  
24 in any such manner than would void the warranty of the vehicle(s). Insurance  
25 coverage must be sufficient to repay the District's investment in case major damage to  
26 the new alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the  
27 current insurance for each vehicle purchased under this Agreement is required to be  
28 submitted annually with the Participant's annual report.

1           In the event that the new alternative fuel vehicle(s) purchased under this  
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily  
3 or permanently inoperable, the Participant must immediately inform the District of such  
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date  
5 of the occurrence at the Participant's expense and to the standards which meet all  
6 program requirements for the remainder of the Participant's obligation under this  
7 Agreement.

8           If the Participant repairs a vehicle rendered temporarily inoperable, said  
9 repairs shall include any and all repairs necessary to restore the vehicle and any  
10 optional equipment purchased under this Agreement to a reasonable condition. If the  
11 Participant replaces a vehicle rendered permanently inoperable; said replacement  
12 shall include an equivalent vehicle(s) that, at a minimum, meets all program eligibility  
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR),  
14 etcetera. As the replacement of a vehicle may require an amendment to the existing  
15 Agreement, the Participant must receive prior authorization from the District in  
16 advance of any purchases, and must provide any and all replacement vehicle  
17 information to the District.

18           In the event the Participant does not repair or replace vehicle(s) that  
19 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the  
20 District may undertake actions pursuant to this Agreement, including recouping a  
21 portion or all incentive funds provided for the vehicle(s) in question.

22   **12. RECORD KEEPING**

23           Participant shall maintain records sufficient to provide, on an annual  
24 basis, information regarding annual mileage, fuel usage, invoices, general  
25 maintenance details, correspondence associated with the application, award,  
26 agreement, monitoring, enforcement, and reporting requirements and any other  
27 available information that may be deemed pertinent to the evaluation of the program  
28 for at least two (2) years after the equipment project term or three (3) years after final

1 payment, whichever is later. Records shall be readily available and accessible to the  
2 District, or District designated representative, upon request for the purposes of  
3 ongoing evaluations or auditing.

4 **13. NOTICES**

5 The persons and their addresses having authority to give and receive  
6 notices under this Agreement are as follows:

7 PARTICIPANT	DISTRICT
8 <b>Tod Patterson</b>	<b>Seyed Sadredin</b>
9 <b>Captain</b>	<b>Executive Director/APCO</b>
10 <b>City of Lodi</b>	<b>San Joaquin Valley Unified APCD</b>
<b>215 W. Elm St.</b>	<b>1990 East Gettysburg Ave.</b>
<b>Lodi, CA 95240</b>	<b>Fresno, CA 93726</b>

11 Any and all notices between District and Participant provided for or  
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly  
13 served when personally delivered to one of the parties, or in lieu of such personal  
14 service, when deposited in the United States mail, postage prepared, addressed to  
15 such party.

16 **14. AUDITS AND INSPECTIONS**

17 In addition to enforcement by the District or designated representative(s)  
18 of the District, the District reserves the right to perform audits of vehicle(s) and  
19 documentation and enforce the terms of this Agreement at any time during the  
20 Agreement term.

21 If, after audit, the District makes a determination that funds provided to  
22 the Participant pursuant to this Agreement were not spent in conformance with this  
23 Agreement or any other applicable provisions of law, the Participant agrees to  
24 immediately reimburse District all funds determined to have been expended not in  
25 conformance with said provisions.

26 **15. POLITICAL ACTIVITY PROHIBITED**

27 None of the funds, materials, property, or services provided under this  
28 Agreement shall be used for any political activity, or to further the election or defeat of

1 any candidate for public office contrary to federal or state laws, statutes, regulations,  
2 rules, or guidelines.

3 **16. LOBBYING PROHIBITED**

4 None of the funds provided under this Agreement shall be used for  
5 publicity, lobbying, or propaganda purposes designed to support or defeat legislation  
6 before the Congress of the United States of America or the Legislature of the State of  
7 California.

8 **17. CONFLICT OF INTEREST**

9 No officer, employee, or agent of District who exercises any function or  
10 responsibility for planning and carrying out the services provided under this  
11 Agreement shall have any direct or indirect personal financial interest in this  
12 Agreement. Participant shall comply with all federal and state conflict of interest laws,  
13 statutes, and regulations, which shall be applicable to all parties and beneficiaries  
14 under this Agreement and any officer, agent, or employee of District.

15 **18. GOVERNING LAW**

16 This Agreement shall be governed in all respects by the laws of the  
17 State of California. Venue for any action arising out of this Agreement shall only be in  
18 Fresno County, California.

19 **19. COMPLIANCE WITH LAWS**

20 The Participant shall comply will all federal and state laws, statutes,  
21 regulations, rules, and guidelines which apply to its performance under this  
22 Agreement, including California driving eligibility and financial liability laws.

23 **20. BINDING ON SUCCESSORS**

24 This Agreement, including all covenants and conditions contained  
25 herein, shall be binding upon and inure to the benefit of the parties, including their  
26 respective successors-in-interest, assigns, and legal representatives.

27 **21. TIME IS OF THE ESSENCE**

28 It is understood that for Participant's performance under this Agreement,

1 time is of the essence. The parties reasonably anticipate that Participant will, to the  
2 reasonable satisfaction of District, complete all activities provided herein within the  
3 time schedule outlined in this Agreement, provided that Participant is not caused  
4 unreasonable delay in such performance.

5 **22. DATA OWNERSHIP**

6           Upon termination or expiration of this Agreement, all data which is  
7 received, collected, produced, or developed by Participant under this Agreement shall  
8 become the exclusive property of District, provided, however, Participant shall be  
9 allowed to retain a copy of any non-confidential data received, collected, produced, or  
10 developed by Participant under this Agreement subject to District's exclusive  
11 ownership rights stated herein. Accordingly, Participant shall, if requested, surrender  
12 to District all such data which is in its possession (including its sub participants or  
13 agents), without any reservation of right or title, not otherwise enumerated herein.

14           District shall have the right at reasonable times during the term of this  
15 Agreement to inspect and reproduce any data received, collected, produced, or  
16 developed by Participant under this Agreement. No reports, professional papers,  
17 information, inventions, improvements, discoveries, or data obtained, prepared,  
18 assembled, or developed by Participant, pursuant to this Agreement, shall be released  
19 or made available (except to District) without prior, express written approval of District  
20 while this Agreement is in force, and except as otherwise required under the California  
21 Public Records Act.

22 **23. NO THIRD-PARTY BENEFICIARIES**

23           Notwithstanding anything else stated to the contrary herein, it is  
24 understood that Participant's services and activities under this Agreement are being  
25 rendered only for the benefit of District, and no other person, firm, corporation, or  
26 entity shall be deemed an intended third-party beneficiary of this Agreement.

27 **24. SEVERABILITY**

28           In the event that any one or more of the provisions contained in this

1 Agreement shall for any reason be held to be unenforceable in any respect by a court  
2 of competent jurisdiction, such holding shall not affect any other provisions of this  
3 Agreement, and the Agreement shall then be construed as if such unenforceable  
4 provisions are not a part hereof.

5 **25. ENTIRE AGREEMENT**

6 This Agreement constitutes the entire agreement between Participant  
7 and District with respect to the subject matter hereof and supersedes all previous  
8 negotiations, proposals, commitments, writings, advertisements, publications, and  
9 understandings of any nature whatsoever unless expressly included in this  
10 Agreement.

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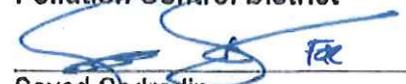
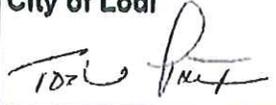
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

**PARTICIPANT**

**DISTRICT**

City of Lodi

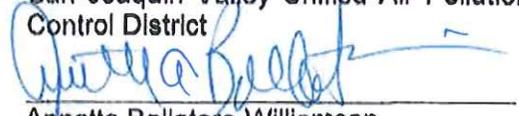
San Joaquin Valley Unified Air Pollution Control District



Tod Patterson  
Captain

Seyed Sadredin  
Executive Director/APCO

**Approved as to legal form:**  
San Joaquin Valley Unified Air Pollution Control District



Annette Ballatore-Williamson  
District Counsel

**Approved as to accounting form:**  
San Joaquin Valley Unified Air Pollution Control District



Mehri Barati, C.P.A.  
Director of Administrative Services

**For accounting use only:**

Program: # 282

Account No.: \_\_\_\_\_

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
 3. FROM: Police Department 5. DATE: 5/6/15  
 4. DEPARTMENT/DIVISION:

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

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	403	40300000	55024	Revenue - Other	\$ 40,000.00
	403	40399100	32205	Fund balance	\$ 4,506.00
B. USE OF FINANCING	403	40399100	77040	Vehicle Replacement Fund	\$ 44,506.00

**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.

**Grant funds will cover \$40,000 of the cost of two Zero Emmissions motorcycles to be used for park patrol and special events. The remainder of funds will be expended from the Police Department Vehicle Replacement Fund appropriation.**

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

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.  
 Department Head Signature: *Michael Jones*

**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. 2015-\_\_\_\_\_

ADOPT RESOLUTION ACCEPTING THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT ALTERNATIVE FUEL GRANT, APPROVING THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT GRANTS PROGRAM FUNDING AGREEMENT EXECUTED BY LODI POLICE DEPARTMENT ACCEPTING GRANT FUNDS, APPROVING THE PURCHASE OF TWO ZERO EMISSIONS MOTORCYCLES, AND APPROPRIATING FUNDS

=====

WHEREAS, at its October 15, 2014 meeting, the City Council adopted Resolution No. 2014-194, authorizing the Lodi Police Department to apply for the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant to purchase two Zero motorcycles; and

WHEREAS, the Lodi Police Department has received confirmation that it has been awarded the \$40,000 Alternative Fuel Grant and has executed the San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement on April 2, 2015 for receipt of grant funds; and

WHEREAS, staff respectfully requests that the City Council accept the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant, approve the San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement, executed by Lodi Police Department, accepting the grant funds in the amount of \$40,000; and

WHEREAS, staff further recommends the approval for the purchase of two Zero Emissions motorcycles for park patrol and enforcement at a cost of \$22,253 each. The Zero DS motorcycles were chosen because of their reliability, low maintenance, battery range and capacity, maneuverability, and lightweight chassis; and

WHEREAS, the Zero has a top speed of 95 mph and can travel a maximum of 164 miles on a charge. It has regenerative braking and has options for on- or off-road use. With no gears, clutch, or noise, officers can focus on patrolling and can perform highly technical maneuvers during intense situations where performance and agility are essential; and

WHEREAS, because the San Joaquin Valley Air Control District grant funds fall short of the total cost for two Zero motorcycles, the Police Department requests the appropriation of \$4,506 from the Vehicle Replacement fund to offset the shortage of funds, in addition to the appropriation of the \$40,000 grant funds for the purchase of the motorcycles.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby

- 1) Accept the San Joaquin Valley Air Pollution Control District Alternative Fuel Grant;
- 2) Approve the San Joaquin Valley Air Pollution Control District Public Benefit Grants Program Funding Agreement executed by Lodi Police Department accepting Grant funds;
- 3) Approve the purchase of two Zero Emissions motorcycles in the amount of \$22,253 each; and

BE IT FURTHER RESOLVED, that the City Council hereby approves appropriating funds in the amount of \$4,506 from the Vehicle Replacement fund and \$40,000 San Joaquin Valley Air Pollution Control District Alternative Fuel Grant for the purchase of the two Zero Emissions motorcycles.

Dated: May 20, 2015

=====

I hereby certify that Resolution No. 2015-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute Contract with J&M Displays, Inc., for 2015 and 2016 Fourth of July Fireworks Shows at Lodi Lake Park (\$32,000)

**MEETING DATE:** May 20, 2015

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

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a contract with J&M Displays, Inc., for the 2015 and 2016 Fourth of July Fireworks Shows at Lodi Lake Park in the amount of \$32,000.

**BACKGROUND INFORMATION:** On March 30, 2015, City Staff provided bid packets to prospective firework show providers. Prospective show providers would be responsible for providing the labor, materials, product and one onsite licensed fireworks technician to provide and perform a minimum of an 18-minute firework show on the water at Lodi Lake Park, working with a \$16,000 budget. Staff received two bids, but only J&M Displays, Inc., agreed to meet all of the City's requirements.

J&M Displays provided a complete and comprehensive proposal. Additionally, J&M Displays has been the provider of the fireworks shows at Lodi Lake for the past several years. This vendor has always been responsive to our planning and load-in and load-out schedules. The past firework shows have been performed with safety being the upmost priority and has been well-received by the viewers.

The proposed contract includes the 2015 and 2016 fireworks shows on the Fourth of July, with an option to extend the terms for two additional years as referenced in Exhibit B.

**FISCAL IMPACT:** The General Fund typically budgets \$16,000 a year for this fireworks display, half payable in advance in the fiscal year preceding the show, and the other half payable in the fiscal year of the show.

**FUNDING AVAILABLE:** Special Events Account No. 10010102.72750

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

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

---

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



J&M Displays Inc.  
P.O. Box 3444  
Diamond Springs, CA 95619  
916-870-0531 Phone  
530-626-7444 Fax

## FIREWORKS PRODUCTION AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between J&M Displays an Iowa corporation, hereinafter referred to as ("J&M"), and the City of Lodi Parks, Recreation and Cultural Services Department, hereinafter referred to as ("BUYER"). J&M and BUYER are sometimes referred to as "Party" or collectively as "Parties" herein.

### 1. SERVICES TO BE PROVIDED:

The BUYER hereby engages J&M and J&M hereby agrees to provide the services necessary or required to design, create, develop, construct, maintain and otherwise produce for the BUYER the Fireworks Production (collectively, the "PRODUCTION") required by the BUYER for the production as detailed in attached Exhibit "A".

J&M Duties — J&M shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, apply for all pyrotechnic permit and insurance covering the Production and the other things on its part to be performed as set forth below in this Agreement.

BUYER Duties— BUYER shall provide to J&M a suitable site ("Site") for the Production, security for the Site as set forth below, access to the Site, and acquire any permission necessary to utilize the Site for the Production. All Site arrangements are subject to J&M's reasonable approval as to safety, suitability, and security. All other conditions of the Site shall be the responsibility of BUYER, including, but not limited to, access, use, and control, parking and general safety with respect to the public, BUYER personnel and other contractors. BUYER shall also pay for the cost of all permits and fire watch fees. BUYER shall provide secure parking for J&M's vehicles on the show site. However, BUYER shall have no liability for third-party theft or damage to J&M or its workers' vehicles. BUYER shall provide clean dry sand, if required, for mortar boxes or troughs.

### 2. Times for Performances:

J&M and Buyer agree that this Agreement shall be for a multiple year term on the terms and conditions as set forth in Exhibit B, attached hereto, and incorporated herein by this reference.

The first of two productions shall take place on July 4, 2015. The production will occur at approximately 9:30 p.m. at the site: Barges on Lodi Lake, 1101 W. Turner Rd, Lodi, Calif.

The second of the two productions shall take place on July 4, 2016 at approximately 9:30 pm at the site: Barges on Lodi Lake, 1101 W. Turner Rd, Lodi, Calif.

### 3. COMPENSATION:

Provided J&M is not in breach of this Agreement and has rendered all services required by the BUYER hereunder, during the Term, the BUYER shall pay J&M the following sums, all shown in U.S. dollars, as follows:

#### A. Terms and Condition

- 1) Fee and Deposit BUYER agrees to pay J&M a fee of \$16,000.00 USD (SIXTEEN THOUSAND DOLLARS) for each Production. BUYER shall pay to J&M \$8,000.00 USD (EIGHT THOUSAND DOLLARS) plus estimated permit and standby fees, specified production costs, and other regulatory costs estimated at (\$135.00) (INCLUDED), for a total of \$8,000.00, as a deposit ("Deposit").

The Deposit must be received no later than, June 1, 2015.

The balance of \$8,000.00 USD (EIGHT THOUSAND DOLLARS) shall be paid no later than July 10, 2015.

For the 2016 production, the deposit must be received no later than April 30, 2016 and the balance shall be paid no later than July 10, 2016

B. Weather Delay/Cancellation:

If Buyer postpones or cancels the fireworks display 10 or more days prior to the display date, there will be no charges assessed to Buyer.

If the Buyer cancels the fireworks display less than 10 days prior to the show date (not including the day of the show), Buyer will be responsible for paying 30% of the contract price for full settlement of this Agreement.

If the Buyer cancels the fireworks display on the day of the show, Buyer is responsible for paying to the Seller the shoot fee cost of \$1,800.00, delivery fee cost of \$575.00, and 30% of the contract price for full settlement of this Agreement.

**Rain Date:** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of **July 5, 2015; and a rain date of July 5, 2016, for the production scheduled July 4, 2016.** If the display is postponed to the mutually agreed Rain Date, the Buyer is responsible for paying to the Seller an additional shoot fee cost of \$1,800.00 and delivery fee cost of \$575.00.

- C. To the extent that changes required by the BUYER in the plans cause a material increase in the cost of producing the production, J&M shall promptly notify the BUYER in writing of the approximate amount of such increase, and the BUYER and J&M shall in good faith determine an appropriate increase in the compensation payable to J&M pursuant to clause 3 (A) above. If the parties cannot agree upon an appropriate increased amount in writing, the original agreement must be performed.
- D. Interest - In the event that the Fee is not paid in a timely manner, BUYER agrees to payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

4. WARRANTIES AND INDEMNIFICATION:

1) It is hereby represented and warranted that:

a) Claims: The Production shall be free from any and all claims, liens, judgments, or suits of any nature, and that implementation of the production will not impair or interfere with the BUYER's use of the Production or any other rights granted to the BUYER hereunder, and that in connection with the services rendered by the J&M, J&M will not knowingly violate or infringe upon the trademark, trade name, copyright, patent, literary right or any other right of any other person, firm or corporation.

b) BUYER represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production including but not limited to music rights or royalties for public performance.

2) Condition: The Production, when setup and executed correctly as designed and specified by J&M, will be suitable for the purposes intended, and will not utilize any practice which is likely to cause personal injury or other health hazards to persons viewing the production as contemplated hereunder or working within the recommended proximity of the production.

3) The BUYER hereby represents and warrants that it has ascertained that the requisite ceiling heights and or display fallout radius as specified by J&M will be available and appropriate safety clearances will be maintained over and around the production at all times prior to while the production is in performance.

4) BUYER shall indemnify, hold harmless, and defend J&M from and against any and all claims, actions, damages, liability and expenses, including but not limited to attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of BUYER, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

J&M shall have no responsibility for monitoring or controlling BUYER's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

J&M shall indemnify, hold harmless and defend the BUYER and its elected and appointed officers, directors, shareholders, employees and representatives from and against any and all cost, liability, damages and expense (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of J&M, their officers, agents, contractors, providers, or employees.

#### 5. OWNERSHIP OF PRODUCTION:

All rights to the Production and the design thereof shall be the property of J&M, who shall retain all copyright, trademark and other proprietary rights in the Production.

#### 6. OWNERSHIP OF PROCEEDS:

All of the proceeds of the services rendered hereunder by J&M are works specifically ordered by the BUYER, and the BUYER shall have the free and unrestricted right to use and exploit the production in any manner whatsoever as the BUYER may designate in its sole discretion. J&M reserves the right to use images of the production on its own website and promotional materials within the extent provided by and subject to copyright laws. In all cases the photos will be credited to the owner.

#### 7. INSURANCE:

J&M shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with J&M's performance of this Agreement: (1) Ten Million dollars per occurrence of commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) Ten Million dollars per occurrence of automobile liability insurance; (3) One Millions dollars per occurrence workers' compensation insurance, and unemployment insurance as required by law. In connection with workers' compensation insurance, J&M agrees that in undertaking the duties to be performed under this Agreement, it shall act as an

independent contractor for and on behalf of the BUYER and not an employee of BUYER. BUYER shall not direct the work and means for accomplishment of the services and work to be performed hereunder. BUYER however, retains the right to require that work performed by J&M meet specific standards without regard to the manner and means of accomplishment thereof.

General Liability Insurance is to protect BUYER from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from J&M's performance of this Agreement, only. Such insurance shall not include claims which arise from BUYER's negligence or willful conduct or from failure of BUYER to perform its obligations under this Agreement, coverage for which shall be provided by BUYER.

J&M shall provide proof of insurance as specified in Exhibit "C".

A duplicate or certificate of said insurance policy containing the above-stated required endorsements shall be delivered to the City Risk Manager after the issuance of said policy, with satisfactory evidence that the carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of the policy during the effective period of this Agreement. If there has been no such delivery within 48 hours prior to the expiration date of the policy, this Agreement shall be null and void.

#### 8. Clean-up:

J&M shall be responsible for the removal of all equipment provided by J&M and clean up of any live pyrotechnic debris resulting from the production. BUYER shall be responsible for any other clean-up which may be required of the Production, set-up, discharge and fallout areas.

#### 9. Safe Display Operation:

J&M and BUYER shall each comply with all applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within J&M's sole discretion to determine whether or not the Production may be safely discharged or continued, or for J&M to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of J&M.

#### 10. MISCELLANEOUS PROVISIONS:

Limitation of Liability: Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 4 and 7, above, in the event BUYER claims that J&M has breached this Agreement or was otherwise negligent in performing the Production provided for herein, BUYER shall not be entitled to claim or recover monetary damages from J&M beyond the amount BUYER has paid to J&M under this Agreement, and shall not be entitled to claim or recover any consequential damages from J&M including, without limitation, damages for loss of income, business or profits.

Force Majeure: BUYER agrees to assume the risks of weather, strikes or other labor troubles, fire damages to or destruction in whole or part of merchandise or the manufacturing plant(s), civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of J&M which may prevent the Production from being discharged on the scheduled date. These events will excuse J&M from the performance of the Agreement. However, if these events do not prevent the rescheduling date production, it shall be rescheduled to a mutually convenient date.

No Joint Venture: Nothing in this Agreement or in J&M's performance of the Production shall be construed as forming a Partnership or Joint Venture between BUYER and J&M. J&M shall be and is an independent contractor with BUYER and not an employee of BUYER. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

Assignment: The BUYER may transfer or assign this Agreement or all or any part of its rights hereunder to any person, firm or corporation, and this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of either of the parties hereto. No such transfer

or assignment, however, shall relieve the BUYER of its obligations to J&M hereunder unless the transferee or assignee shall assume in writing such obligations. J&M may assign its right to receive revenues hereunder, but otherwise it shall not assign any of its obligations or rights relating to this Agreement.

Notices: All notices (and statements and payments, if applicable) shall be in writing and shall be given by the parties personally or by mailing (postage prepaid), or by faxing with copy by mail same to the appropriate party at the addresses set forth below:

J&M — J&M Displays Inc., PO Box 3444, Diamond Springs, CA 95619

Or, for overnight delivery to: J&M Displays Inc., 18060 170<sup>th</sup> Ave, Yarmouth, IA 52660

BUYER - City of Lodi Parks, Recreation and Cultural Services Department, P.O. Box 3006,  
Lodi, CA 95241

The date of receipt of such personal delivery, mailing or faxing shall be presumed to be not later than two (2) days following submission of such notice, statement or payment, properly addressed to the applicable party.

Governing Law: The laws and judicial decisions of the State of California applicable to agreements entered into and to be wholly performed therein shall govern this Agreement.

Additional Documents: The parties hereby agree to execute such additional document(s) as may be reasonably necessary or desirable in order for either of such parties to enforce their respective rights hereunder.

Entire Agreement: This Agreement expresses the binding and entire agreement between the BUYER and J&M and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof. All terms of the Agreement are in writing and may only be modified by written agreement of both parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

Severability: This agreement shall become effective after it is executed and accepted by the BUYER and after it is executed and accepted by J&M at its offices in Yarmouth, IA. This Agreement shall be binding upon all Parties hereto and upon their heirs, successors, executors, administrators, and assigns.

EXECUTED as of date first written above:

J&M DISPLAYS INC.

CITY OF LODI

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

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

STEVE SOUZA  
VICE PRESIDENT

STEPHEN SCHWABAUER  
CITY MANAGER

\_\_\_\_\_  
STEVE SOUZA  
(Print Name)

\_\_\_\_\_  
(Print Name)

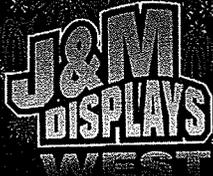
APPROVE AS TO FORM

ATTEST:

\_\_\_\_\_  
JANICE D. MAGDICH  
CITY ATTORNEY



\_\_\_\_\_  
JENNIFER FERRAILO  
CITY CLERK



PO Box 3444  
 Diamond Springs, CA 95619  
 VOICE: 916-870-0531  
 FAX: 530-626-7444  
 EMAIL: ssouza@jandmdisplays.com

**Your custom proposal for**  
**LODI PARKS AND RECREATION DEPARTMENT**  
**July 4<sup>th</sup> 2015**  
**Program "A"**

**Opening - 2.5 Inch Finales**

- 1 Salute finale with palm 10 shot
- Type shell count 10
- Category shell count 10

**Main Event - 3 Inch Color Shells**

- 2 Brocade crown with silver strobing pistil
- 2 Crackling willow
- 2 Crown to glittering
- 2 Double layer crackle ring
- 2 Glittering willow ring
- 2 Strobe w/ ring assorted
- 2 White flashing willow
- 2 Willow with strobe pistil gold tail
- 2 Assortment B of 20 (5 report & 15 color) Patriotic shells ELECTRIC FIRE
  
- 2 Assortment C of 20 different J&M Brand shells ELECTRIC FIRE
- 2 Assortment F of 20 different J&M Brand Shells ELECTRIC FIRE
  
- 2 Assortment G of 20 different J&M shells ELECTRIC FIRE
- 2 Assortment K of 20 different J&M Brand shells ELECTRIC FIRE
- 2 Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE mixed

- 1 Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE
- Type shell count 276

**Main Event - 3 Inch Special Effect**

**Shells**

- 2 Artillery
- 2 Color whistle with reports
  
- 2 Red and blue with artillery
- 2 Red and blue with silver serpents
- 2 Red and blue with whistles
- Type shell count 10

**Main Event - 4 Inch Color Shells**

- 1 Brocade Crown to Crackling
- 1 Brocade Crown to Red Glitter
- 1 Crown to glittering
- 1 Flower wave with red green blue pistil
- 2 Four color peony
- 1 Half golden wave to purple half yellow spiderweb
- 2 New Color peonies assorted
- 1 Red and blue dahlia with silver glitter
- 1 Silver crown silver tail
- 1 Willow to red white and blue
- 2 Assortment C of 20 different J&M Brand Shells ELECTRIC FIRE
- 1 Assortment F of 20 different J&M Brand shells ELECTRIC FIRE
  
- 1 Assortment G of 20 different J&M Brand Shells ELECTRIC FIRE
- 1 Assortment K of 20 different J&M Brand shells ELECTRIC FIRE
- 2 Assortment P of 20 different J&M Brand shells ELECTRIC FIRE

- 1 Assortment Q of 10 Patriotic pairs of 4" J&M Brand shells
- Type shell count 172

**Main Event - 4 Inch Special Effect shells**

- 2 Butterfly pattern
- 1 Crackling coconut
- 2 Sunflower Red brocade tail
- 2 Twilight glitter comets
- 2 White strobe
- Type shell count 9

**Main Event - 5 Inch Assort E-FIRE**

- 1 Assortment S of 10 Special J&M Brand pattern shells ELECTRIC
- Type shell count 10
- Category shell count 477

**Finales - 2.5 Inch Finales**

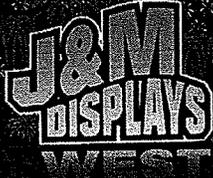
- 12 Red white and blue finale 10 shot
- Type shell count 120

**Finales - 3 Inch Finales**

- 5 Color finale 10 shot with tails silver tail
- 6 Red salute blue finale 10 shot (dahlia) mixed tails
- 5 Report and palm finale 10 shot with rising tails mixed tails
- Type shell count 160

**Finales - 4 Inch Finales**

- 3 Color finale 8 shot silver tail
- 3 Red white and blue dahlia finale 8 shot mixed tails
- Type shell count 48



PO Box 3444  
Diamond Springs, CA 95619  
VOICE: 916-870-0531  
FAX: 530-626-7444  
EMAIL: ssouza@jandmdisplays.com

**Your custom proposal for**  
**LODI PARKS AND RECREATION DEPARTMENT**  
**July 4<sup>th</sup> 2015**  
**Program "A"**

Category shell count 328

**Miscellaneous - Ignition Items**

36 Igniter 2 meter leads  
519 Igniter 3 meter leads  
0  
0

**Free 15% for Multiple Year Agreement**  
**- 3 Inch Special Effect Shells**

2 Green with silver serpents  
2 Purple and orange with silver serpents  
Type shell count 4

**Free 15% for Multiple Year Agreement**  
**- 4 Inch Color Shells**

2 Blue lemon and pink glittering coconut strobe tail  
1 Crackling willow  
2 Multi-color comets  
1 Assortment R of 10 different pairs of J&M Brand shells ELECTRIC FIRE

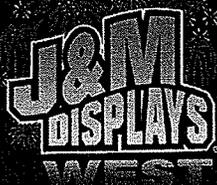
Type shell count 25

**Free 15% for Multiple Year Agreement**  
**- 4 Inch Special Effect shells**

1 Crackling Kamuro Chrysanthemum  
1 Glittering silver to blue to crackling with crackling pistil  
2 Half blue and half red with midnight snow ring  
2 Multicolor strobe  
1 Nishiki kamuro niagara falls with variegated pistils  
2 Purple chrysanthemum with crackling  
2 Strobming (spangle) chrysanthemum with crackling  
1 Variegated kamuro with variegated pistil  
1 Variegated meteor  
Type shell count 13

**Free 15% for Multiple Year Agreement**  
**- 4 Inch Finales**

1 Mixed color peony finale 4" - 8 shot  
Type shell count 8  
Category shell count 50



PO Box 3444  
 Diamond Springs, CA 95619  
 VOICE: 916-870-0531  
 FAX: 530-626-7444  
 EMAIL: ssouza@jandmdisplays.com

**Your custom proposal for  
 LODI PARKS AND RECREATION DEPARTMENT  
 July 4<sup>th</sup> 2015  
 Program "A"**

This show includes delivery, spectator liability insurance, equipment, and labor to set up and fire the displays.

Total shell count: 865	Packing check: 683
Total price of show: \$16,000.00	Date of display: 7/4/2015
	Customer number: 0

Proposal print 9

**Please note the following:**

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J & M Displays, Inc. requests that all information be safe-guarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J & M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.

**Shell Summary:**

Opening

	<u>Diameter</u>	<u>Shell count</u>
	2.5"	10
Opening Shell count		10

Main Event

	<u>Diameter</u>	<u>Shell count</u>
	5"	10
	4"	181
	3"	286
Main Event Shell count		477

Finales

	<u>Diameter</u>	<u>Shell count</u>
	4"	48
	3"	160
	2.5"	120
Finales Shell count		328

Free 15% for Multiple Year Agreement

	<u>Diameter</u>	<u>Shell count</u>
	4"	46
	3"	4

Free 15% for Multiple Year Agreement Shell count 50  
 Total shell count: 865

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
TWO-YEAR CONTRACT WITH J&M DISPLAYS, INC.,  
FOR THE 2015 AND 2016 FOURTH OF JULY  
FIREWORKS SHOWS AT LODI LAKE PARK

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year contract with J&M Displays, Inc., for the 2015 and 2016 Fourth of July Fireworks Shows at Lodi Lake Park, in an amount not to exceed \$32,000 for the two-year contract.

Dated: May 20, 2015

=====

I hereby certify that Resolution No. 2015-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2015, by the following vote:

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

JENNIFER M. FERRAIOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

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

**MEETING DATE:** May 20, 2015

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

---

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

**BACKGROUND INFORMATION:** The Parks, Recreation and Cultural Services Department currently provides a summer swim league program to more than 400 children. This City has had a contract for the use of the Twin Arbors Athletic Club ("TAAC") pool since 2003.

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

Staff recommends approval of the agreement, which will enable the swimming pools at TAAC to be used for swim meets and allow for a team composed of TAAC members to participate in the league. Meets will be held on select Friday nights in June and July 2015. The term of this agreement is May 26, 2015 to July 16, 2015.

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

**FUNDING AVAILABLE:** Not applicable.

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

JMR:tl

Attachments  
cc: City Attorney

---

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

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

THIS Memorandum of Understanding ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by Spare Time Incorporated, d.b.a. Twin Arbors Athletic Club, ("TAAC") and the CITY OF LODI, a municipal corporation ("City").

Background

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

B. TAAC again desires to organize a team to participate in the summer swim league. City is willing to permit TAAC to do so during the City's 2015 summer swim league. However, in order to accommodate the fourth team, City requires the use of one or both of TAAC's pool facilities.

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

Agreement

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

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

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

3. Fees/Recruiting Prohibited. No fees, other than those referred to in paragraph 2 of this Agreement and TAAC's standard membership fee shall be charged to any Dolphin team member. Members must be an active member of TAAC as of May 1<sup>st</sup> of the current year. However, TAAC like other teams may accept donations and have fundraisers to solicit sponsorships. TAAC shall not engage in any efforts to recruit memberships during swim meets. TAAC shall not recruit members of City teams and TAAC members who wish to retain their affiliation with a City team must not be pressured to join the TAAC team. However, TAAC will be permitted to inform its members that it is establishing a team to compete in the City's 2015 summer swim league, and that TAAC members may join TAAC's team by signing up through the City's Parks and Recreation Department subject to being an active member of TAAC as of May 1<sup>st</sup> of the current year.

4. Use of Facilities. During the term of this Agreement, TAAC agrees to allow the use of its facilities, including but not limited to the showers, dressing areas, bathrooms, and spectator areas for Dolphins practice and for swim meets between any teams in the summer swim league Monday through Thursday. No fees shall be charged to (1) the City for use TAAC's facilities; or (2) any child or spectator for any purpose, including but not limited to entry fees, or shower fees, during the swim meets. TAAC shall have the right to designate which of its Lodi pool facilities will be used for practices on whatever notice it deems appropriate and shall also have the right to designate which of its Lodi pool facilities will be used for swim meets on at least 30 days written notice to City, as long as practices are consistent with above times. The meets held at TAAC pools will involve the Dolphins and a City team. At no time will two City teams use TAAC pool for swim meets. Swim meets may be held on the following Friday evenings from 4:30 p.m. to 8:30 p.m. at the TAAC pool: June 12, 19, and July 10, 2015.

5. Term. The term of this Agreement shall be from May 26, 2015 to July 16, 2015, unless otherwise terminated as provided herein.

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

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

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

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

- a. Join another of the teams in the City's 2015 summer swim league;
- b. Continue on the Dolphins team for the remainder of the season with a coach to be supplied by the City without the use of the TAAC facilities; or
- c. Terminate their participation in the league and receive a pro-rated refund of the fees paid to the City's Parks, Recreational and Cultural Services Department.

10. Indemnity and Insurance.

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

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

any person, firm or corporation, to the extent arising out of or resulting from the operation and/or maintenance of the summer swim league or City's failure to comply with any applicable federal, state or local statute, ordinance or regulation.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Miscellaneous.

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

b. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no

representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

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

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

City of Lodi, a municipal corporation

Spare Time Incorporated, dba Twin Arbors Athletic Club

By \_\_\_\_\_  
Stephen Schwabauer  
City Manager

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

Attest:

\_\_\_\_\_  
Jennifer M. Ferraiolo  
City Clerk

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

Approved as to Form:

\_\_\_\_\_  
Janice D. Magdich  
City Attorney 

RESOLUTION NO. 2015-\_\_\_\_\_

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

WHEREAS, the Parks, Recreation and Cultural Services Department currently provides a summer swim league program to more than 400 children; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the agreement between the City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for use of pools at Twin Arbors Athletic Club facilities for the period May 26, 2015 to July 16, 2015.

Dated: May 20, 2015

I hereby certify that Resolution No. 2015-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2015/16

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2015/16.

**BACKGROUND INFORMATION:** Attached is a summary of the San Joaquin Council of Governments' (COG) Annual Financial Plan (AFP) for Fiscal Year 2015/16. The COG Board adopted the AFP on March 26, 2015. 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, 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/eb

Attachment

cc: Janice Magnich, City Attorney  
Steve Dial, COG Deputy Executive Director/Chief Financial Officer

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



**RESOLUTION  
SAN JOAQUIN COUNCIL OF GOVERNMENTS**

**R-15-24**

**RESOLUTION APPROVING THE ADOPTION OF THE 2015-16  
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 2015-16 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 26th day of March 2015 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Supervisor Bestolarides, San Joaquin County; Mayor DeBrum, Manteca; Councilman Holman, Stockton; Councilman Kuehne, Lodi; Mayor Maciel, Tracy; Supervisor Miller, San Joaquin County; Mayor Silva, Stockton; Supervisor Winn, San Joaquin County; Councilman Zapien, Stockton; Mayor Zuber, Ripon; Mayor Pro Tem Laugero, Escalon.

NOES: None.

ABSENT: Vice Mayor Dresser, Lathrop.

A handwritten signature in black ink, appearing to read 'Anthony Silva', written over a horizontal line.

**ANTHONY SILVA**  
Chair

**San Joaquin Council of Governments**  
**ANNUAL FINANCIAL PLAN**  
**Fiscal Year 2015/16**  
**Adopted March 26, 2015**

REVENUES	FY 2013-14 Actual	FY 2014-15 Amend #2	FY 2015-16 Adopted 3/26/15	+/- Change	+/- % Change
Federal Grants	\$ 1,888,354	\$ 2,996,488	\$ 2,613,509	\$ (382,979)	-20.3%
State Grants	\$ 1,186,116	\$ 2,038,503	\$ 1,793,333	\$ (245,170)	-20.7%
Local	\$ 3,407,180	\$ 3,945,679	\$ 4,196,000	\$ 250,321	7.3%
Interest	\$ 6,163	\$ 5,000	\$ 5,000	\$ -	0.0%
Other	\$ 15,147	\$ 15,000	\$ 15,000	\$ -	0.0%
<b>SJCOG OPERATING REVENUE</b>	<b>\$ 6,502,959</b>	<b>\$ 9,000,670</b>	<b>\$ 8,622,842</b>	<b>\$ (377,828)</b>	<b>-5.8%</b>
<b>EXPENDITURES</b>					
Salaries & Benefits	\$ 3,489,914	\$ 3,889,906	\$ 4,004,906	\$ 115,000	3.3%
Services & Supplies	\$ 876,367	\$ 1,127,600	\$ 1,060,300	\$ (67,300)	-7.7%
				\$ -	
Office Expense	\$ 183,910	\$ 265,800	\$ 198,500	\$ (67,300)	-36.6%
Communications	\$ 56,324	\$ 60,000	\$ 60,000	\$ -	0.0%
Memberships	\$ 39,027	\$ 42,000	\$ 42,000	\$ -	0.0%
Maintenance - Equipment	\$ 7,299	\$ 13,000	\$ 13,000	\$ -	0.0%
Rents & Leases - Equipment	\$ 116,369	\$ 226,800	\$ 226,800	\$ -	0.0%
Transportation, Travel & Training (In & Out of State)	\$ 100,056	\$ 110,000	\$ 110,000	\$ -	0.0%
Publications & Legal Notices	\$ 16,710	\$ 27,000	\$ 27,000	\$ -	0.0%
Insurance	\$ 99,708	\$ 103,000	\$ 103,000	\$ -	0.0%
Building Maintenance	\$ 175,755	\$ 180,000	\$ 180,000	\$ -	0.0%
SJCOG Building Debt Service	\$ 81,209	\$ 100,000	\$ 100,000	\$ -	0.0%
				\$ -	
Professional Services	\$ 2,207,258	\$ 3,812,664	\$ 3,387,136	\$ (425,528)	-19.3%
				\$ -	
Capital Outlay	\$ 230,996	\$ 170,500	\$ 170,500	\$ -	0.0%
				\$ -	
				\$ -	
Unallocated/Reserve				\$ -	
<b>SJCOG OPERATING EXPENDITURES</b>	<b>\$ 6,804,535</b>	<b>\$ 9,000,670</b>	<b>\$ 8,622,842</b>	<b>\$ 8,622,842</b>	<b>-5.6%</b>

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
RATIFYING THE SAN JOAQUIN COUNCIL OF  
GOVERNMENTS' (SJCOG) 2015/16 ANNUAL FINANCIAL  
PLAN

=====

WHEREAS, the San Joaquin Council of Governments (SJCOG) has approved its fiscal year 2015/16 budget by adopting Resolution No. R-15-24 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.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the 2015/16 Annual Financial Plan for the San Joaquin Council of Governments.

Dated: May 20, 2015

=====

I hereby certify that Resolution No. 2015-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



**RESOLUTION  
SAN JOAQUIN COUNCIL OF GOVERNMENTS**

**R-15-24**

**RESOLUTION APPROVING THE ADOPTION OF THE 2015-16  
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 2015-16 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 26th day of March 2015 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Supervisor Bestolarides, San Joaquin County; Mayor DeBrum, Manteca; Councilman Holman, Stockton; Councilman Kuehne, Lodi; Mayor Maciel, Tracy; Supervisor Miller, San Joaquin County; Mayor Silva, Stockton; Supervisor Winn, San Joaquin County; Councilman Zapien, Stockton; Mayor Zuber, Ripon; Mayor Pro Tem Laugero, Escalon.

NOES: None.

ABSENT: Vice Mayor Dresser, Lathrop.

A handwritten signature in black ink, appearing to read 'Anthony Silva', written over a horizontal line.

**ANTHONY SILVA**  
Chair

**San Joaquin Council of Governments**  
**ANNUAL FINANCIAL PLAN**  
**Fiscal Year 2015/16**  
**Adopted March 26, 2015**

REVENUES	FY 2013-14 Actual	FY 2014-15 Amend #2	FY 2015-16 Adopted 3/26/15	+/- Change	+/- % Change
Federal Grants	\$ 1,888,354	\$ 2,996,488	\$ 2,613,509	\$ (382,979)	-20.3%
State Grants	\$ 1,186,116	\$ 2,038,503	\$ 1,793,333	\$ (245,170)	-20.7%
Local	\$ 3,407,180	\$ 3,945,679	\$ 4,196,000	\$ 250,321	7.3%
Interest	\$ 6,163	\$ 5,000	\$ 5,000	\$ -	0.0%
Other	\$ 15,147	\$ 15,000	\$ 15,000	\$ -	0.0%
<b>SJCOG OPERATING REVENUE</b>	<b>\$ 6,502,959</b>	<b>\$ 9,000,670</b>	<b>\$ 8,622,842</b>	<b>\$ (377,828)</b>	<b>-5.8%</b>
<b>EXPENDITURES</b>					
Salaries & Benefits	\$ 3,489,914	\$ 3,889,906	\$ 4,004,906	\$ 115,000	3.3%
Services & Supplies	\$ 876,367	\$ 1,127,600	\$ 1,060,300	\$ (67,300)	-7.7%
				\$ -	
Office Expense	\$ 183,910	\$ 265,800	\$ 198,500	\$ (67,300)	-36.6%
Communications	\$ 56,324	\$ 60,000	\$ 60,000	\$ -	0.0%
Memberships	\$ 39,027	\$ 42,000	\$ 42,000	\$ -	0.0%
Maintenance - Equipment	\$ 7,299	\$ 13,000	\$ 13,000	\$ -	0.0%
Rents & Leases - Equipment	\$ 116,369	\$ 226,800	\$ 226,800	\$ -	0.0%
Transportation, Travel & Training (In & Out of State)	\$ 100,056	\$ 110,000	\$ 110,000	\$ -	0.0%
Publications & Legal Notices	\$ 16,710	\$ 27,000	\$ 27,000	\$ -	0.0%
Insurance	\$ 99,708	\$ 103,000	\$ 103,000	\$ -	0.0%
Building Maintenance	\$ 175,755	\$ 180,000	\$ 180,000	\$ -	0.0%
SJCOG Building Debt Service	\$ 81,209	\$ 100,000	\$ 100,000	\$ -	0.0%
				\$ -	
Professional Services	\$ 2,207,258	\$ 3,812,664	\$ 3,387,136	\$ (425,528)	-19.3%
				\$ -	
Capital Outlay	\$ 230,996	\$ 170,500	\$ 170,500	\$ -	0.0%
				\$ -	
Unallocated/Reserve				\$ -	
<b>SJCOG OPERATING EXPENDITURES</b>	<b>\$ 6,804,535</b>	<b>\$ 9,000,670</b>	<b>\$ 8,622,842</b>	<b>\$ 8,622,842</b>	<b>-5.6%</b>



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

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

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Fire Chief

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

**BACKGROUND INFORMATION:** The California Office of Emergency Services (Cal OES) serves as the broker between local government fire departments and the requesting State and federal agencies for mutual aid responses. Financial reimbursement for the local government fire department's mutual aid responses are set forth in the 2015 California Fire Assistance Agreement (CFAA).

The 2015 CFAA requires participating fire departments to have a Memorandum of Understanding (MOU) on file internally that describes the wages and benefits of all employee classifications that will respond to a mutual aid incident. The Lodi Fire Department has an MOU on file for its respective labor groups. Additionally, agencies are required to have resolutions on file that states that fire department personnel are paid for all hours, commonly referred to as portal-to-portal, and that our reimbursement procedures are in accordance to the 2015 CFAA. Adoption of this resolution will ensure our ability to recover costs related to mutual aid responses.

The Lodi Fire Department adheres to the California Fire Assistance Agreement (CFAA) for reimbursement of out-of-county mutual aid responses. The CFAA has been revised with a new agreement being implemented in advance of the 2015 fire season. The new CFAA establishes new requirements to ensure adequate reimbursement for mutual aid responses.

Adoption of this resolution is necessary to maintain compliance with the 2015 CFAA and to ensure that the City receives compensation for actual hours worked from the time of departure through time returned to the official duty station. The elected bodies of all California fire agencies that participate in out-of-county mutual aid are compelled to adopt resolutions in order to ensure proper payment.

With increasing frequency, the State of California Fire Department, known as Cal Fire, and the United States Forest Service, continue to depend on local government resources to assist with large-scale wildland fires. Additionally, as California's growing population continues to expand

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APPROVED:

\_\_\_\_\_  
Stephen Schwabauer, City Manager

into the wildland areas, urban interface fire activity is expected to increase in frequency and severity.

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

The Fire Department has been compensated for Cal OES responses away from its normal duty station, from the time of departure, until our arrival back at our regularly assigned duty station. This practice is known as portal-to-portal compensation. This entire cost is reimbursed by Cal OES under the CFAA.

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

**FISCAL IMPACT:** This resolution, if approved and adopted, will satisfy the terms and conditions of the 2015 California Fire Assistance Agreement (CFAA) for continuance of the portal-to-portal reimbursement to the City of Lodi for out-of-county mutual aid incidents responses by Lodi Fire personnel. Portal-to-portal payment under the CFAA is designed to fully compensate the City for the cost of providing resources, including the overtime impact of filling shift vacancies in the City of Lodi Fire Department stations, while crews are deployed. Compensation associated to the CFAA for out-of-county mutual aid responses are credited to the Strike Team Operations 1041100.

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Larry Rooney  
Fire Chief

RESOLUTION NO. 2015-\_\_\_\_\_

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

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

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

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

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

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

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

1. City Fire Department response personnel shall be compensated according to their current and applicable Memorandum of Understanding (MOU), or other directive that identifies personnel compensation in the workplace, for such personnel.
2. The City through its Fire Department will maintain a current salary schedule for all personnel covered by this Resolution.
3. Personnel will be compensated (portal-to-portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.
4. The City of Lodi's reimbursement procedures for emergency services mutual aid are in accordance with the 2015 California Fire Assistance Agreement.
5. Fire Department response personnel include: Fire Chief, Division Chief, Battalion Chiefs, Fire Captains, Engineers, and Firefighters.

Dated: May 20, 2015

I hereby certify that Resolution No. 2015-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held May 20, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2  
**MEETING DATE:** May 20, 2015  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

**BACKGROUND INFORMATION:** White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

The completed Digester No. 2 became operational on April 6, 2015.

Work to remove the solids inside Digester No. 1 is complete and the Contractor has started to prepare the interior digester walls for the protective coating process. Completion of this task is expected by the end of May.

The new roof for Digester No. 1 has been fabricated, coated and set aside until it is time for installation.

The procurement and construction schedule reflecting project milestones is provided below. The work is progressing on the original schedule, and there is no substantial change from last report.

Project Definition Meeting	July 21, 2014
Issue Final Contract Documents	August 1, 2014
Receive GMP Proposals	August 20, 2014
Issue Notice to Proceed	September 15, 2014
Complete Digester No. 2 Improvements	April 2, 2015
Complete Digester No. 1 Improvements	August 27, 2015

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director  
FWS/CES/smh

cc: Associate Civil Engineer Nathan  
Wastewater Plant Superintendent

Charlie Swimley, City Engineer / Deputy Public Works Director  
Construction Project Manager

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



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Monthly Protocol Account Report  
**MEETING DATE:** May 20, 2015  
**PREPARED BY:** City Clerk

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**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, 2015.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

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Jennifer M. Ferraiolo  
City Clerk

JMF/PMF

Attachment

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





# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Introduce Ordinance Amending Lodi Municipal Code Title 13 "Public Services" by Repealing and Re-enacting Chapter 13.14 "Stormwater Management and Discharge Control" in its Entirety

**MEETING DATE:** May 20, 2015

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Introduce ordinance amending Lodi Municipal Code Title 13 "Public Services" by repealing and re-enacting Chapter 14 "Stormwater Management and Discharge Control" in its entirety.

**BACKGROUND INFORMATION:** Lodi Municipal Code (LMC) Chapter 13.14 regarding "Stormwater Management and Discharge Control" was first introduced on December 17, 2003 and adopted on May 19, 2004. On February 5, 2013, the State Water Resources Control Board adopted Order 2013-0001-DWQ, which updated the State's General Permit for the National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Permit. This update requires the Permittee to review and revise relevant ordinances.

Staff has reviewed the City's existing LMC and has revised the chapter and sections to comply with the requirements of the State's General NPDES Phase II Stormwater Permit. The changes to be incorporated are presented in the attached Exhibit A. These changes are described below

- Update references to State and Federal code sections.
- Update definitions.
- Revise exceptions to discharge prohibitions to those contained in the State General NPDES Phase II Stormwater Permit.
- Expand upon discharges deemed to be in violation of the permit.
- Revise and expand prohibition of illicit connections.
- Revise and expand measures set forth to reduce non-stormwater discharges.
- Revise section regarding storm drain and cooling water service charge.
- Revise section regarding reimbursement to reflect current code.
- Inclusion and revision of section regarding enforcement authority.

Staff recommends that the City Council introduce the ordinance repealing and re-enacting the referenced municipal code chapter.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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

FWS/kmg/eb  
Attachments

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE LODI CITY COUNCIL  
AMENDING LODI MUNICIPAL CODE TITLE 13 "PUBLIC  
SERVICES" BY REPEALING AND REENACTING  
CHAPTER 13.14 – STORMWATER MANAGEMENT  
AND DISCHARGE CONTROL IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 13.14 "Stormwater Management and Discharge Control" is hereby repealed and reenacted to read as follows:

Article I. - General Provisions

13.14.010 Title.

This chapter shall be known as the city "~~Stormwater~~Storm water Management and Discharge Control Code," and may be cited as such, and will be referred to herein as "this chapter."

13.14.020 Purpose and intent.

The purpose of this chapter is to protect and promote the health, safety and general welfare of the citizens of the city by controlling ~~nonstormwater~~non-storm water discharges to the ~~stormwater~~storm water conveyance system, by eliminating discharges to the ~~stormwater~~storm water conveyance system from spills, dumping or disposal of materials other than ~~stormwater~~storm water, and by reducing pollutants in urban ~~stormwater~~storm water discharges to the maximum extent practicable. This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Clean Water Pollution Act (33 U.S.C. Sections 1251 et seq.), Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.) and any subsequent amendments thereto and to assure compliance with the conditions set forth by the National Pollution Discharge Elimination System (NPDES) as requirements of ~~stormwater~~storm water discharge permits.

13.14.030 Definitions.

The following words, when used in this chapter, shall have the following meanings unless the context clearly indicates or requires a different meaning:

1. "Basin plan" means the water quality control plan for ~~the~~ San Joaquin River Basin adopted by the Central Valley Regional Quality Control Board, Central Valley Region.
2. "Best management practices" (BMP) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices found in the Storm Water Pollution Prevention Plan (SWPPP) to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly to waters of the United States. (33 CFR Section 328.3). "Best management practices" also include treatment requirements, operating

procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage. BMPs are required to be implemented and maintained in a manner that is consistent with the California Storm Water Quality Association (CASQA) Best Management Practice Handbooks or equivalent guidelines.

3. "City" means the City of Lodi.

"Construction activity" includes any public or private projects involving roadwork, paving, utility installation, structural construction (new or redevelopment), demolition, grading, excavation, or landscaping that has soil disturbance or has pollutants exposed to storm water. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purposes of a facility, nor does it include emergency construction activities required to immediately protect public health and safety.

4. "Development" means any new construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single- or multifamily planned unit development or the building or placement of any structure or portion thereof); industrial, commercial, retail and other nonresidential projects, including public agency projects; or grading for future construction. "Development" includes excavation and grading.

5. "Employee training program" means a documented employee training program which may be required to be implemented by a business pursuant to a ~~stormwater~~storm water pollution prevention plan for the purpose of educating its employees on methods of reducing discharge of pollutants to the ~~stormwater~~storm water conveyance system.

6. "Enforcement agency" means the city through its public works department.

7. "Enforcement official" means the public works director or his or her designee or any agent of the city authorized to enforce compliance with this chapter.

8. "Hazardous waste" means any material, including any substance, waste or combination thereof, that because of its quality, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment, when improperly treated, stored, transported, disposed of, or otherwise managed (California Health and Safety Code Section 25117).

9. "Illegal discharge" means any discharge to the ~~stormwater~~storm water conveyance system that violates this chapter, or is prohibited by federal, state, or local laws, or which degrades the quality of receiving waters in violation of any plan standard.

10. "Illicit connection" means any physical connection to the ~~stormwater~~storm water conveyance system which is not authorized by the city or the Regional Water Quality Control Board Central Valley Region.

11. "Municipal Separate Storm Sewer System (MS4)" means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that are owned or operated by a state, city, town, or special districts that discharges into waters of the United States.

12. "National pollution discharge elimination system (NPDES) permit" means a permit issued by the Regional Water Quality Control Board or the State Water Resources Control Board pursuant to Division 7, Chapter 5.5 of the California Water Code (commencing with Section 13370) to control discharges from point sources to waters of the United States.

13. "Noncommercial vehicle washing" means the washing and rinsing of passenger vehicles on private property in which no commercial enterprise or non-profit fundraising is being conducted in the washing of those vehicles.

14. "~~Nonstormwater~~Non-storm water discharge" means any discharge to the ~~stormwater~~storm water conveyance system that is not entirely composed of ~~stormwater~~storm water.

15. "Order" means current Regional Water Quality Control Board Order or general permit which applies to the city together with all amendments.

16. "Person" means any person, firm, corporation, business entity, or public agency, whether principal, agent, employee, or otherwise.

17. "Plan standard" means any or all applicable requirements of the basin plan or any other approved plan.

18. "Pollutant" means any contaminant which can degrade the quality of the receiving water in violation of any plan standard- or National pollution discharge elimination system (NPDES) permit.

19. "Premises" means any building, lot, parcel, land or portion of land whether improved or unimproved.

20. "Public works director" means the director of the city, public works department or his or her designee.

21. "Receiving waters" means surface bodies of water, including creeks, canals, and rivers, which serve as discharge points for the ~~stormwater~~storm water conveyance system.

22. "~~Stormwater~~Storm water" means surface runoff and drainage associated with storm events which is free of pollutants to the maximum extent practicable.

23. "~~Stormwater~~Storm water conveyance system" means those artificial and natural facilities within the city, whether publicly or privately owned, by which ~~stormwater~~storm water may be conveyed to a watercourse or waters of the United States, including without limitation, any roads with drainage systems, streets, alleys, catch basins, pumps, natural and artificial channels, aqueducts, stream beds, gullies, curbs, gutters, ditches, sand and oil separators, open fields, parking lots, impervious surfaces used for parking, and natural and artificial channels or storm drains.

24. "~~Stormwater~~Storm water pollution prevention plan" (SWPPP) means a document which describes the best management practices to be implemented by the owner or operator of a business, commercial development, residential development, construction project, or city to eliminate ~~nonstormwater~~non-storm water discharges and/or to reduce, to the maximum extent

practicable (as defined by the State of California Regional Water Quality Control Board), pollutant discharges to the ~~stormwater~~storm water conveyance system.

25. "Surface water" means all water naturally open to the atmosphere (rivers, lakes, reservoirs, ponds, streams, impoundments, seas, estuaries, etc.) and all springs, wells, or other collectors directly influenced by surface water.

26. "User" means any person that discharges, causes or permits the discharge of ~~stormwater~~storm water into the conveyance system.

27. "Watercourse" means any natural stream, whether flowing continuously or not, that is fed from permanent or natural sources, and includes, without limitation rivers, creeks, canals, runs, and rivulets.

Any term(s) defined in the Federal Clean Water Act, as amended, and/or defined in the regulations for the ~~stormwater~~storm water discharge permitting program issued by the Environmental Protection Agency, as amended, and which are not specifically defined in the definitions of this section shall, when used in this chapter, have the same meaning as set forth in said act or regulation.

13.14.040 Conflicts with other laws.

In the event of any conflict between this chapter and any federal or state law, regulation, order, or permit, that requirement which establishes the higher standard for public health or safety shall govern. To the extent permitted by law, nothing in this chapter shall preclude enforcement of any other applicable law, regulation, order or permit.

## Article II. - Discharge Restrictions

13.14.050 Discharge of ~~nonstormwater~~non-storm water prohibited.

Except as provided in [Section 13.14.060](#) of this chapter, it is unlawful for any person to make or cause to be made any ~~nonstormwater~~non-storm water discharge. Notwithstanding the exemptions provided in this chapter, if the Regional Water Quality Control Board or the enforcement official determines that any otherwise exempt discharge causes or significantly contributes to violations of any plan standard or NPDES permit, or conveys significant quantities of pollutants to surface water(s) or watercourse(s), or is a danger to public health or safety, such discharge shall be prohibited from entering the ~~stormwater~~storm water conveyance system.

13.14.060 Exceptions to discharge prohibition.

Subject to the authority granted ~~to~~by the Regional Water Quality Control Board and the enforcement official in [Section 13.14.420](#) of this chapter, the following discharges to the ~~stormwater~~storm water conveyance system are exempt from the prohibition set forth in [Section 13.14.050](#) of this chapter.

A. Any discharge or connection regulated under a NPDES permit issued to the discharger and administered by the state of California pursuant to Division 7, Chapter 5.5 of the California Water Code, provided that the discharger is in compliance with all requirements of the permit and all other applicable laws and regulations;

B. Discharges from the following activities which do not cause or contribute to the violation of any NPDES permit or plan standard:

1. Water line ~~and well~~ flushing and other discharges from potable water sources,
- ~~2. Landscape irrigation and lawn watering,~~
2. Incidental runoff from landscaped areas defined as unintended amounts (volume) of runoff, such as unintended, minimal over-spray from sprinklers that escapes the area of intended use,
3. Rising ground waters or springs,
4. Passive foundation and footing drains,
5. Water from crawl space pumps and basement pumps,
6. Air conditioning condensate,
- ~~7. Noncommercial vehicle washing,~~
7. Individual residential car washing on private property in which no commercial enterprise or non-profit fundraising is being conducted in the washing of those vehicles.
8. Natural flows from riparian habitats and wetlands,
9. Dechlorinated swimming pool discharges,
10. Flows from fire suppression activities, including fire hydrant flows and fire hydrant flow testing,
11. Waters not otherwise containing wastes as defined in California Water Code Section 13050(d) and California Health and Safety Code Section 25117,
- ~~12. Diverted stream flows;~~
- ~~13-12.~~ Uncontaminated ground water infiltration or uncontaminated pumped ground water to separate storm sewers;

C. Any discharge which the enforcement official, the local health officer, or the Regional Water Quality Control Board determines in writing is necessary for the protection of the public health and safety;

D. Any discharge caused by flooding or other natural disaster which could not have been reasonably foreseen or mitigated for in advance by the discharger, as determined by the enforcement official.

#### 13.14.070 Groundwater discharges.

Discharges of pumped groundwater not subject to a NPDES permit may be permitted to discharge to the ~~stormwater~~storm water conveyance system upon written approval from the city and in compliance with conditions of approval set forth by the city.

#### 13.14.080 Discharge in violation of permit.

It is unlawful for any person to cause either individually or jointly any discharge to the ~~stormwater~~storm water conveyance system which results in or contributes to a violation of ~~Order No. 2003-0005 DWG.~~ this chapter and the City's MS4 NPDES permit. The prohibited discharges shall include, but not be limited to the following:

A. The deposit or blowing of grass, leaves, yard clippings and/or other landscape debris into the public right of way except when specifically permitted by the City.

B. The deposit of any garbage, litter, refuse, pet waste and/or junk into the public right of way.

13.14.090 - Illicit connections prohibited.

Prohibition of Illicit Connections.

A. The construction, use, maintenance or continued existence of illicit connections to the storm water conveyance system is unlawful and a prohibited.

B. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

C. A person is considered to be in violation of this chapter for any if the person connects a line conveying sewage to establish, use a storm water conveyance system, or maintain any illicit allows such a connection to continue.

13.14.100 Concealment and abetting.

Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this chapter.

13.14.110 Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.

Any person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who discharges waste or wastewater which causes pollution, or who violates any cease and desist order, prohibition, or effluent limitation, may also be in violation of the Federal Clean Water Act (33 U.S.C. Sections 1251 et seq.) and or Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and may be subject to the sanctions of those acts including civil and criminal penalties.

13.14.120 Reduction of pollutants in ~~stormwater~~storm water.

Any person engaged in activities which may result in pollutants entering the ~~stormwater~~storm water conveyance system shall, to the maximum extent practicable, undertake the measures set forth below to reduce the risk of ~~nonstormwater~~non-storm water discharge and/or pollutant discharge.

A. Business Related Activities.

1. StormwaterStorm water Pollution Prevention Plan. The enforcement official may require any business in the city that is engaged in activities which may result in pollutant discharges to develop and implement a ~~stormwater~~storm water pollution prevention plan, which must include an employee training program. Business activities which may require a ~~stormwater~~storm water pollution prevention plan include, but are not limited to, maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or cleanup procedures which are carried out partially or wholly out of doors.

2. Coordination with Hazardous Materials Release Response Plans and Inventory. Any business requiring a hazardous materials release response and inventory plan under Chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting ~~nonstormwater~~non-storm water discharges and illegal discharges, and requiring the release of pollutants to be reduced to the maximum extent practicable.

3. Coordination with Hazardous Waste Generator Contingency Plan and Emergency Procedures. Any business requiring a hazardous waste generator contingency plan and emergency procedures pursuant to California Code of Regulations, Title 22, Sections 66265.51 to 66265.56, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting ~~nonstormwater~~non-storm water discharges and illegal discharges, and requiring the release of pollutants to be reduced to the maximum extent practicable.

~~B. Development.~~

~~B. The enforcement official may develop BMP including controls as appropriate to minimize the long-term, post-construction discharge of stormwater.~~Construction.

1. Any person performing construction activities in the City shall prevent pollutants from entering the storm water conveyance system and comply with all applicable Federal, State and local laws, ordinances or regulations, including but not limited to, the current California NPDES General Permit for storm water discharges associated with construction activity (Construction General Permit) and this chapter. All construction projects, regardless of size, having soil disturbance or activities exposed to storm water must, at a minimum, implement BMPs for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures, and prohibited discharges.

2. Any person subject to a construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the enforcement official prior to, or as a condition of, a subdivision map, site plan, building permit, grading permit, or development or improvement plan, upon inspection of the facility, during any enforcement proceeding or action, or for any other reasonable cause. Prior to issuance of a construction permit or approval of the proposed improvement plans, for projects subject to the State's current Construction NPDES General Permit, the WDID number and the SWPPP shall be submitted to the City. For projects with less than an acre of soil disturbance or not subject to the Construction General Permit, an Erosion and Sediment Control Plan (ESCP) and the ESCP Worksheet must be submitted to the City.

3. As required by its Phase II MS4 NPDES Permit, the City will conduct storm water compliance inspections at applicable construction sites that have areas of soil disturbance exposed to storm water. The inspection will be conducted by a City inspector or agent working for the City who is a Qualified SWPPP Practitioner (QSP) or is supervised by a QSP. The inspection will evaluate the construction site's compliance to the City's storm water ordinances. Inspections will be billed by the City to the project owner. The following is the risk rating system and inspection frequency the City will use, which is analogous to the risk rating used by the California Construction General Permit.

- (a) Projects not subject to the Construction General Permit (CGP) or that have an Erosivity Waiver will have a pre-soil disturbance inspection and a project completion inspection.
- (b) Projects that are Risk 1 / Linear Underground/Overhead Projects (LUP) Type 1 or Risk 2 / LUP Type 2 will have a pre-soil disturbance inspection, monthly inspections, and a project completion inspection.
- (c) Projects that are Risk 3 / LUP Type 3 will have a pre-soil disturbance inspection, bi-monthly (twice per month) inspections, and a project completion inspection.

C. Development.

1. The enforcement official may require controls as appropriate to minimize the long-term, post-construction activity discharge of storm water pollutants from new development(s) or modifications to existing development(s). Controls may include source control measures to prevent pollution of stormwater and/or treatment controls designed to remove pollutants from stormwater, storm water, treatment controls designed to remove pollutants from storm water, low impact development measures, and/or hydromodification measures to offset the difference between the pre and post-construction peak flow runoff rates and volumes. Proponents of all applicable development and redevelopment projects will be required to meet the requirements and design standards specified in the current State of California Phase II MS4 NPDES Permit and as described in further detail in the City's Storm water Design Standards Manual for New Development and Redevelopment.

2. At the earliest planning stages, project proponents shall assess and evaluate how site conditions, such as soils, vegetation, and flow paths will influence the placement of buildings and paved surfaces. The evaluation will be used to optimize the site layout to meet the goals of capturing and treating runoff. Each project proponent will submit a map of the project dividing the site into discrete drainage management areas to show in each how runoff will be managed using site design measures, source controls, treatment controls, and hydromodification measures as defined by the current MS4 permit. All site design measures, source controls, treatment controls, and hydromodification measures must be selected, sized, and situated in accordance with the guidance provided in the current MS4 permit and the City's Storm Water Design Standards Manual for New Development and Redevelopment. Documentation of the site's post-construction storm water design measures must be submitted to the City's Public Works Department for review and approval prior to the commencement of the project.

3. Project proponents must sign an operation and maintenance agreement in which they legally bind themselves to maintain the installed post-construction design measures in an effective and good operational condition until the property ownership is transferred. A written operation and maintenance plan for the proposed storm water design measures is required to be submitted to and approved by the City with the signed agreement. The agreement will be recorded with the deed by the County Clerk making it transferrable to the new owner; or, when there are multiple property owners responsible for the maintenance of the control measures, the agreement will consist of a legally binding covenant between the City and the homeowners association or maintenance district. The owner or association responsible for the maintenance of the control measures may be required by the City to submit an annual self-certification that

the storm water control measures are effective and are being maintained in accordance with the submitted and approved Operation and Maintenance Plan.

4. Any person subject to the State's current Construction NPDES General Permit for storm water discharge shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the enforcement official prior to or as a condition of a subdivision map, site plan, building permit, and development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause and shall provide copies of permits and applicable reports to the enforcement official upon request.

5. Any person performing construction in the city shall prevent pollutants from entering the ~~stormwater~~storm water conveyance system and comply with all applicable federal, state and local laws, ordinances or regulations including but not limited to the state general permit for ~~stormwater~~storm water discharges associated with construction activity and the city grading, erosion and sediment control policies.

~~C.D.~~ Compliance with General Permits. Each industrial discharger, discharger associated with construction activity, or other discharger subject to any general ~~stormwater~~storm water permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, the Regional Water Quality Control Board Central Valley Region or the city shall comply with the requirements of such permit, and shall provide copies of permits and applicable reports to the enforcement official upon request.

~~D.E~~ Compliance with Best Management Practices. Every person undertaking any activity or use of a premises which may cause or contribute to ~~stormwater~~storm water pollution or contamination, illegal discharges, or ~~nonstormwater~~non-storm water discharges shall comply with best management ~~practices guideline or pollution control requirements as may be reasonably established by~~practice (BMPs) consistent with the enforcement officialCalifornia Storm Water Quality Association (CASQA) Best Management Practice Handbooks or equivalent guidelines.

13.14.130 Containment and notification of spills.

Any person owning or occupying a premises who has knowledge of any release of pollutants or ~~nonstormwater~~non-storm water discharge from or across ~~those that~~ premises which might enter the ~~stormwater~~storm water conveyance system, other than a release or discharge that is permitted by this chapter, shall immediately take all reasonable action to contain and abate the release of pollutants or ~~nonstormwater~~non-storm water discharge, and shall notify the enforcement agency within twenty-four hours of the release of pollutants or ~~nonstormwater~~non-storm water discharge.

### Article III. - Service Charges and Fees

13.14.140 Storm drain ~~and cooling water~~ service charges.

~~A. The fees and charges for disposal of storm waters, cooling water discharges or construction flush waters into the city's stormwater conveyance system will be those established and approved by the city council from time to time by resolution.~~

~~B.A.~~ The schedule of charges for the inspection, sampling and analysis of questionable storm water flowing into the city's ~~stormwater~~storm water conveyance system will be those established and adopted by the city council from time to time by resolution.

~~B.~~ ~~The city shall estimate and determine the amount of storm, cooling water or construction flush waters deposited into the city's stormwater conveyance system unless the user of the service elects to provide, install and maintain in good working order an integrating meter satisfactory to the city for the purposes of measuring such storm, cooling water or construction flush water.~~

~~C.A.~~ ~~In determining the amount of storm, cooling water or construction flush waters deposited into the city's stormwater conveyance system, no charge shall be made for the storm waters or minor irrigation waters or drainage from roofs, pavements or hard surfaced areas within the city limits. Where such drainage is metered along with construction flush water, a credit of one thousand two hundred fifty gallons per year for each one hundred square feet, as projected and measured upon a horizontal plane, or such drainage area tributary to the meter shall be allowed. Where roofs or other areas are sprinkled or flushed, such flushing or sprinkling waters shall be included in the quantities for billing purposes.~~

13.14.150 Billing and collections.

All billing and collections for service charges shall be per [Section 13.04.030](#) of this code.

#### Article IV. - Construction Generally

13.14.160 Permit.

No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any ~~stormwater~~storm water conveyance system or appurtenances, thereof without first obtaining a written permit from the public works director.

13.14.170 Design standards.

All construction of public ~~stormwater~~storm water conveyance systems or appurtenances shall conform to the design criteria, the standard plans and specifications and the inspection and testing procedures in accordance with current city public improvement design standards.

#### Article V. – Extensions

13.14.210 Purpose.

The city council has adopted a ~~stormwater~~storm water conveyance extension policy that is fair and equitable to all developing properties and that provides that the cost of extension shall be distributed among subsequently developing properties connecting thereto.

13.14.220 Application.

Whenever a property owner requires storm drainage, an application shall be made to the public works department. The public works director shall determine the closest ~~stormwater~~storm water

conveyance and, if an extension is necessary, indicate the size of the main to be extended and the limits of the extension.

13.14.230 Applicant's obligation.

Whenever the public works director determines that a ~~stormwater~~storm water conveyance extension is necessary, the applicant will be required to install, at the applicant's own expense, the ~~stormwater~~storm water conveyance extension in accordance with the engineering plans furnished by applicant and approved by the public works director. The plans shall be prepared in accordance with the city design standards.

13.14.240 Extension for full frontage width.

In every case where a storm drain is to be tapped to serve a parcel, the same shall be extended the full frontage of the parcel unless the public works director determines that the storm drain will not need to be extended to serve any other properties.

13.14.250 Minimum diameter.

The minimum size storm drain shall have a nominal inside diameter of twelve inches. Larger size mains may be required as determined by the public works director in accordance with the city public improvement design standards to the city master storm drain plans.

13.14.260 Reimbursement—Oversize mains.

Whenever the city requires that a storm drain larger than eighteen inches in diameter be installed in order to serve additional property or to conform to the applicable master plan, the applicant ~~shall~~may apply for a reimbursement agreement to the city in order to be reimbursed for the oversized pipe-by the benefitting property(s). The reimbursement shall be based on the difference in cost between the actual pipe to be installed and an eighteen-inch storm drain as applicable. The difference in cost shall be determined by the public works director. The reimbursement shall be made in accordance with Chapter ~~16.40~~17.62.

Article VI. - Administration

13.14.310 Monitoring facilities.

A. The public works director may require a commercial/industrial user to construct and maintain, at the user's expense, monitoring facilities which meet all government safety regulations (OSHA) to allow inspection, sampling and flow measurement of the building internal storm drainage systems and may also require sampling or metering equipment to be provided, installed, operated and maintained at the user's expense. The monitoring facility should normally be situated on the user's premises, but the public works director may, when such a location would be impractical or cause undue hardship on the user or the city, require the facility to be constructed in the public right-of-way and located so that it will not be obstructed by landscaping or parked vehicles.

B. When the monitoring facility is inside the user's fence, there shall be accommodations to allow access for the enforcement official, such as a gate secured with a city lock. There shall be

ample room in or near such monitoring facility to allow accurate sampling and compositing of samples for analysis. The monitoring facility shall be maintained at all times in a safe and proper operating condition at the expense of the user.

C. Whether constructed on public or private property, plans and specifications shall be approved by the public works director and be in accordance with all applicable city construction standards and specifications. Construction shall be completed within sixty days following written notification by the city, unless a time extension is otherwise granted by the city.

#### 13.14.320 Inspection, sampling, monitoring and analysis.

The enforcement official may inspect the facilities of any user to ascertain whether the purpose of this chapter is being met and all requirements are being complied with. Persons or occupants of premises where ~~stormwater~~storm water is discharged shall allow the public works director or designated representative ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in performance of any of their duties. The enforcement official shall have the right to set up on the user's property such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with its security guards so that upon presentation of suitable identification, the enforcement official will be permitted to enter without delay for the purposes of performing their specific responsibilities. The user may be charged a fee to recover the costs for inspection (investigations), sampling, monitoring and analyses performed by the city to establish billing rates and to ensure compliance with all regulations.

#### 13.14.340 Confidential information.

A. All information and data on a user obtained from reports, questionnaires, permit application, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless (1) the user specifically requests and is able to demonstrate to the satisfaction of the public works director that the release of such information would divulge information, processes or methods that would be detrimental to the user's competitive position; and (2) disclosure is not required by the California Public Records Act.

B. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available to governmental agencies for use in making studies per 40 CFR 403.14; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. ~~Stormwater~~Storm water constituents and characteristics will not be recognized as confidential information.

C.

#### 13.14.350 Special agreements.

Special agreements and arrangements between the city and any persons or agencies may be established when, in the opinion of the city council, unusual or extraordinary circumstances compel special terms and conditions. However, in no case may federal standards be waived or modified.

## Article VII. - Enforcement

### 13.14.410 Inspection authority.

Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized enforcement official has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a violation of this chapter, the enforcement official may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the officer by this chapter. Any request for entry shall state that the property owner or occupant has the right to refuse entry and that in the event that such entry is refused, inspection may be made upon issuance of a warrant issued by a court of competent jurisdiction. In the event the owner or occupant refuses entry after such request has been made, the enforcement official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of ~~stormwater~~storm water contamination, illegal discharge, ~~nonstormwater~~non-storm water discharge to the ~~stormwater~~storm water conveyance system, or similar factors.

A. Sampling Authority. During any inspection, the enforcement official may take samples as necessary in order to implement and enforce the provisions of this chapter. This authority may include the installation of sampling and metering devices on private property, or requiring the person owning or occupying the premises to supply samples.

B. Monitoring, Analysis and Reporting Authority. The enforcement official may require monitoring, analysis and reporting of discharges from any premises to the ~~stormwater~~storm water conveyance system. Upon service of written notice by the enforcement official, the burden, including cost, of these activities, analyses and reports, incurred in complying with the requirement shall, to the extent permitted by law, be borne by the property owner or occupant of the facility or activity for which testing and monitoring has been requested.

### 13.14.420 Enforcement authority.

The enforcement official may exercise any enforcement powers authorized or provided in this code, including without limitation, administrative penalties pursuant to this code, as may be necessary to effectively implement and enforce this chapter.

A. Administrative Enforcement Powers. The enforcement official may also exercise any of the following supplemental enforcement powers as may be necessary or advisable in the enforcement official's judgment under the circumstances:

1. Notice of Violation (NOV). Whenever the enforcement official finds that any person owning or occupying a premises has violated or is violating this chapter or an order issued hereunder, the enforcement official may serve, by personal service, or by registered or certified mail, upon said person a written NOV. Within thirty days of the receipt of this notice, or sooner as may be prescribed in the NOV, the person so noticed shall submit to the enforcement official an explanation of the violation and a plan for the satisfactory correction and prevention thereof, which shall include specific required actions. Submission of this plan shall in no way relieve the person of liabilities for violations occurring

before or after receipt of the NOV. Failure to comply with the terms and conditions of a NOV shall constitute a violation of this chapter. If a person fails to comply with the NOV, the enforcement official may perform, or cause to be performed, such work as shall be necessary to correct the violation. The costs of any such work shall be borne by the property owner, and shall be collectable in accordance with the provisions of subsection (A)(11)

2. Cease and Desist Orders. The enforcement official may require any person owning or occupying a premises to cease and desist all activities that may cause or contribute to discharge in violation of this chapter. This order may also require such person to: (i) comply with the applicable provisions of this chapter within a designated period of time or; (ii) take appropriate remedial or preventative action to keep the violation from recurring.
3. Notice to Clean and Abate. The enforcement official may require any person owning or occupying a premises to clean up and abate any release of pollutants on those premises which may result in a violation of this chapter. The enforcement official may also order abatement of activities or practices which may reasonably be expected to result in such a violation.
4. Mitigation. The enforcement official shall have authority to order the mitigation of circumstances which may result in or contribute to illegal discharges.
5. ~~Stormwater~~Storm water Pollution Prevention Plan. The enforcement official shall have the authority to establish elements of a ~~stormwater~~storm water pollution prevention plan, and to require any business to adopt and implement such a plan, as may be reasonable and necessary to fulfill the purposes of this chapter.
6. Best Management Practices. The enforcement official may establish the requirements of best management practices for any premises.
7. Violations Constituting Misdemeanors. In addition to civil penalties provided for in this chapter, any violation of this chapter may be punishable as a misdemeanor as provided by Section 1.08.010 of this code.
8. Violations Deemed a Public Nuisance. In addition to the penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety or welfare and is thus deemed a nuisance. Any such nuisance may be summarily abated and/or restored by any authorized enforcement official. The city attorney is authorized to pursue civil action(s) pursuant to subsection B of this section to abate, enjoin, or otherwise compel the cessation of the nuisance.
9. Cost Recovery. The cost of the abatement and restoration shall be borne by the owner of the property and the cost therefore shall be invoiced to the owner of the property. If the invoice is not paid within sixty days, the enforcement official shall have the authority to place a lien upon and against the property. If the lien is not satisfied within three months, the enforcement official is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a money judgment or

by delivery to the county assessor or a special assessment against the property in accordance with Government Code Section 38773.5

10. Seasonal and Recurrent Nuisance. If any violation of this chapter constitutes a seasonal and recurrent nuisance, the enforcement official shall so declare. Thereafter such seasonal and recurrent nuisance shall be abated every year ~~without the necessity of any further hearing.~~
11. Costs of Enforcement. If the city prevails in any administrative, civil or criminal proceeding initiated under this chapter, the city shall be entitled to seek reimbursement for all costs incurred in connection with said proceeding. Such reimbursable expenses may include, but are not limited to, costs of investigation, administrative overhead, out-of-pocket expenses, costs of administrative hearings, and costs of suit. If any such costs are granted to the city, said costs shall be recoverable pursuant to subsection (A)(9) of this section.
12. ~~Violation~~Administrative Citation.
  - (a) If the owner, or person responsible for the violation, fails to correct the violation within the time specified in the NOV, cease and desist orders, or notice to clean and abate, the enforcement official may cause a violation citation imposing an administrative fine or penalty to be issued to the owner of the property (California Government Code Section 53069.4).
  - (b) Any citation issued shall:
    - (i) Identify the date, time and circumstances of the violation;
    - (ii) State the amount of the penalty to be assessed;
    - (iii) Advise the person of their appeal rights as provided herein.
  - (c) The citation shall be served in the same manner as the NOV. In determining the amount of penalty to be assessed, consideration will be given to the following:
    - (i) The extent to which the owner or person responsible for the violation had knowledge or reasonably should have known that the action taken was a violation of this chapter;
    - (ii) The magnitude of the violation;
    - (iii) The extent to which the owner or person responsible for the violation derived a financial benefit from the violation;
    - (iv) Any prior history of related violations by the same person on the subject property or on other parcels within the City; and
    - (v) Any corrective action, or lack thereof, taken by the owner or person responsible to eliminate the violations, and any other mitigating circumstances justifying a reduction of the amount of the penalties.
    - (vi) The amount of the penalty shall be derived as outlined in the City's **Storm water Enforcement Response Plan** or as established and approved by the city council from time to time by resolution.

(d) Any person receiving a citation may request an appeal as provided in Section 1.10.25013-14.450 of this chapterthe Lodi Municipal Code.

(e) If the owner of the property fails to pay the penalty assessed under this section upon demand by the City, the penalty shall be specially assessed against the parcel. The special assessment may be collected at the same time and in the same manner as ordinary County taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as are provided for ordinary County taxes. A notice of abatement lien shall be recorded and shall become a lien on the property pursuant to the provisions of California Government Code Section 38773.5. The Director of Public Works is authorized to prepare and record a notice of release of lien against the legal title of the subject property(s), if the penalty is paid in full.

B. ~~Section 13.14.450~~Civil Actions. In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the city attorney. Monies recovered under this subsection shall be paid to the city to be used exclusively for costs associated with monitoring and establishing ~~stormwater~~storm water discharge pollution control systems and/or implementing or enforcing the provisions of this chapter. In any such action, the city may seek, as appropriate, any or all of the following remedies:

1. A temporary and/or permanent injunction;
2. Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
3. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation;
4. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life not to exceed six thousand dollars per day, per occurrence in which such violations occur. The city attorney, upon order of the city council, shall petition the superior court to impose, assess and recover such sums. This penalty is in addition to any penalties which may be imposed by the State Regional Water Quality Control Board and the Environmental Protection Agency. Should the damage also cause the city to be cited for a violation of state or federal requirements, the cost of said citation will be passed onto the offending party.

C. Authority to Arrest or Issue Citations. Any authorized enforcement official shall have and is vested with the authority to arrest or cite and release any person who violates any section of this chapter in the manner provided by the California Penal Code for the arrest or release on citation of misdemeanors or infractions as described by Chapters 5, 5(c) and 5(d) of Title 3, Part 2 of the California Penal Code (or as the same may hereafter be amended). Such authorized enforcement official may issue citations and notice to appear in the manner prescribed by Chapter 5(c) Title 3, Part 2 of the California Penal Code, including Section 853.6 (or as the same may hereafter be amended). It is the intent of the city council that the immunities

prescribed in Section 836.5 of the California Penal Code be applicable to public officers or employees acting in the course and scope of employment pursuant to this chapter.

D. Emergency Orders and Abatements. The enforcement official may order the immediate abatement of any discharge from any source to the ~~stormwater~~storm water conveyance system when, in the opinion of the enforcement official, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit.

1. Abatement and cleanup of spills, illicit discharges, or dumping to the storm drainage system must occur within 72 hours of notification; or sooner for high risk spills or discharges. For areas of uncontrolled pollutant sources, abatement must be performed within 30 days of notification.
2. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety or welfare, or the environment or a violation of a NPDES permit, the city may perform or cause to be performed such work as shall be necessary to abate said threat or danger.
3. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of subsection (A)(9) of this section.
4. The enforcement official may order the immediate cessation of any activities that cause an illicit discharge or cause or potentially cause uncontrolled pollutants to enter the storm water conveyance system when, in the opinion of the enforcement official, the activities present an imminent danger to the public health, safety, welfare or environment, or a violation of a NPDES permit. Activities may not resume until the enforcement official has verified that the threat to the environment and the City's MS4 has been abated.

E. Contents of Notice-of Violation. Any NOV, cease and desist order, or other civil notice or civil order issued by the enforcement official pursuant to this chapter shall include at the following:

1. The street address, parcel number, and/or a legal description sufficient for identification of the property where the violation exists and the address of the person responsible for or committing the act that constitutes a violation of this chapter.
2. A brief and concise description of the violation or use of the property or act that constitutes a violation of this chapter.
3. The date by which the violation must be corrected, which shall be a reasonable period of time.
4. A copy of Section 13.14.450 of this chapter outlining appeal rights.

13.14.430 Remedies not exclusive.

Remedies under this chapter are in addition to, and do not supersede or limit, any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

13.14.440 Compliance timetable.

When the city finds that discharge of unacceptable ~~stormwater~~ storm water has been taking place, or is threatening to take place, in violation of prohibitions or limitations prescribed in this chapter, the city may require the user to submit for approval, with such modifications as it deems necessary a detailed time schedule of specific actions, which the user shall take in order to prevent or correct a violation of requirements.

13.14.450 Appeal.

A. Any person served with a NOV, who is subject to a cease and desist order, who is subject to an abatement order, who is required to perform monitoring, analyses, reporting and/or corrective activities by an authorized enforcement official, or who is otherwise grieved by the decision of the authorized enforcement official, may appeal the decision to the public works director within ten days following the effective date of the decision by filing a written appeal with the public works director. Upon receipt of such request, the public works director shall request a report and recommendation from the authorized enforcement official and shall set the matter for hearing at the earliest practical date. Due notice of the hearing shall be provided to the person appealing the decision of the authorized enforcement official. At the hearing, the public works director may hear additional evidence, and may reject, affirm or modify the authorized enforcement official's decision.

B. If the ruling made by the public works director is unsatisfactory to the person requesting reconsideration, the person, may, within twenty days after notification of the city's action, file a written appeal to the city council. The written appeal shall be heard by the council within twenty days from the date of filing. The city council shall make a final ruling on the appeal within twenty days of the hearing. The determination shall remain in effect during such period of reconsideration.

13.14.460 Disclaimer of liability.

The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical considerations. The standards set forth herein are minimum standards and this chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into the waters of the United States. This chapter shall not create liability on the part of the city, any officer or employee thereof for any damages that result from reliance on the code or any administrative decision lawfully made thereunder.

13.14.470 City authority.

The enforcement official is authorized to make any decision on behalf of the city required or called for by this chapter.

13.14.480 - Judicial review.

The provisions of California Code of Civil Procedure ~~Section~~Sections 1094.5 and 1094.6 are applicable to judicial review of city decisions pursuant to this chapter.

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

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

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
BOB JOHNSON  
MAYOR

ATTEST:

JENNIFER M. FERRAIOLA  
City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Ferraiola, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held May 20, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2015, 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.

JENNIFER M. FERRAIOLA  
City Clerk

Approved as to Form:

JOHN P. FUKASAWA  
Deputy City Attorney



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving the Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period January 1, 2015 through December 31, 2017 and Appropriating Funds (\$96,674)

**MEETING DATE:** May 20, 2015

**SUBMITTED BY:** Human Resources Manager

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**RECOMMENDED ACTION:** Adopt resolution approving the Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period January 1, 2015 through December 31, 2017 and appropriating funds (\$96,674).

**BACKGROUND INFORMATION:** Representatives from the City and Lodi Police Dispatchers Association (LPDA) have reached a tentative agreement on a new Memorandum of Understanding (MOU), subject to the approval of Council.

A redline strikeout version of the MOU is attached for Council review and approval. The redline version also reflects language clean-up and edits desired by both the City and LPDA. A summary of the key changes to the MOU are as follows:

- The term of the MOU shall be from January 1, 2015 through December 31, 2017.
- Effective January 5, 2015, and following City Council approval, the City agrees to provide a 3 percent Cost of Living Adjustment (COLA), a 2 percent COLA effective the first full pay period in calendar year 2016, and a 2 percent COLA effective the first full pay period in calendar year 2017.
- Effective January 5, 2015, a \$15.00 per month increase in incentive pay for members who are certified Field Evidence Technicians or Latent Print Examiners (\$150.00 to \$165.00 per month).
- Establishment of a Retiree Health Savings Account (RHSA) and allocation of \$75,000 to be distributed on a pro-rated basis among six LPDA members hired into the LPDA unit between July 9, 1994 and November 8, 2004. Effective with the first full pay period in January 2016, the City shall contribute 1 percent of the employees' base bi-weekly salary, each pay period, into the RHSA until such time as the employee retires, resigns or separates employment with the City of Lodi. This provision will resolve a dispute regarding eligibility for a sick leave conversation benefit program.

Lodi's employees agreed to voluntary decreases in total compensation in every year from 2009 through 2012. When the 2012 MOUs expired, Lodi's miscellaneous employees agreed to a permanent reduction in total compensation of seven percent. These voluntary employee reductions allowed the City to survive the Great Recession, stabilize its weak reserve and perform needed capital improvements. During this same period, the cost of living has increased by 11.8 percent (San Francisco-Oakland-San Jose CPI-U).

Most City employees have not seen an increase in base pay since 2007 or 2008 depending upon bargaining unit. The City is now in a position to grant a small increase in base pay as a result of increased revenues and prudent expense management. The base pay increases are structured in such

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

a fashion that they are sustainable over the term of the agreement from current reserves in excess of the Council-approved General Fund reserve target. Funding for the final year of the agreement assumes that revenues and expenditures will match current City projections.

Lodi certainly faces funding challenges ahead and must plan for them. It also faces continued fiscal stress to a work force that contributed significantly to addressing the fiscal impact of the Great Recession. Although the current excess over our reserve target could certainly be invested in other fashions, staff believes that investing in our employees is the most appropriate use of these funds.

Staff recommends that the Council approve the MOU between the City and LPDA.

**FISCAL IMPACT:** Total cost of the proposed agreement is \$304,738, of which \$96,674 is applicable to FY 2014/15; \$60,366 is applicable to FY 2015/16; \$93,196 is applicable to FY 2016/17; and \$54,502 is applicable to FY 2017/18. The FY 2014/15 component of this proposal is not included in the 2014/15 budget and will require an appropriation in the General Fund of \$96,674. Funding is available from the General Fund dollars in excess of the 2013/14 reserve target. Funding for these increased costs will be included in each year's budget.

**FUNDING AVAILABLE:** Funding for this item will be provided by funds in excess of the General Fund reserve target established by Council.

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Adele Post, Human Resources Manager

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Jordan Ayers, Deputy City Manager

Attachment

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI POLICE DISPATCHERS ASSOCIATION

~~January 1, 2014 – December 31, 2014~~  
January 1, 2015 – December 31, 2017

**TABLE OF CONTENTS**

**Page #**

**CHAPTER 1 – COMPENSATION & WORKING CONDITIONS**

Article I	Salary	3
Article II	Hours and Overtime	3
Article III	Bilingual Dispatchers	6
Article IV	Incentive Pay	6
Article V	Uniform Allowance	7
Article VI	Court Appearances	7
Article VII	Additional Compensation/Loyalty Program	<del>8</del> <u>7</u>
Article VIII	Safety	8

**CHAPTER 2 – LEAVES**

Article IX	Catastrophic Leave	9
Article X	Holidays	9
Article XI	Leaves of Absence	10
Article XII	Sick Leave	10
Article XIII	Vacation Leave	10
Article XIV	Reserved	11

**CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT**

Article XV	Dental & Vision Insurance	11
Article XVI	Medical Insurance	11
Article XVII	Long Term Disability	12
Article XVIII	Life Insurance Coverage	12
Article XIX	Deferred Compensation	13
Article XX	PERS	13
Article XXI	Sick Leave Conversion	14
Article XXII	Tuition Reimbursement	15
Article XXIII	Workers Compensation	15

**CHAPTER 4 – ASSOCIATION / CITY ISSUES**

Article XXIV	City Rights	16
Article XXV	Changes in the MOU	17
Article XXVI	Employee Representation	<del>17</del> <u>8</u>
Article XXVII	Employee Rights	19
Article XXVIII	Grievance Procedure	21
Article XXIX	Mutual Consent Contingency	23
Article XXX	No Strikes	<del>23</del> <u>4</u>
Article XXXI	Reserved	<del>23</del> <u>4</u>
Article XXXII	Probation	<del>23</del> <u>4</u>
Article XXXIII	Promotion	24
Article XXXIV	Seniority	<del>24</del> <u>5</u>
Article XXXV	Status	25
Article XXXVI	Term	25

Exhibit A – Salary Schedule

**CITY OF LODI  
AND  
LODI POLICE DISPATCHERS ASSOCIATION  
20142015 - 2017**

**CHAPTER 1 – COMPENSATION & WORKING CONDITIONS**

**ARTICLE I - SALARY**

- 1.1 The Salary Schedule for members of the LPDA will be as set forth in Exhibit A.
- 1.2 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a survey is performed, the 15 cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

In the event a salary survey is conducted during the term of this MOU, the lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation including salary and limited to employee contribution to the Public Employees Retirement System paid on behalf of employee by employer, employer's health insurance premium, deferred compensation, and any comparable incentives.

- 1.3 ~~City shall provide a one-time, non-PERSable payment of \$2,300 to each member of this bargaining unit who is employed by the City on the date of approval of this MOU by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of the approval of this MOU by the City Council.~~

City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.

For calendar year 2016, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2016.

For calendar year 2017, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2017.

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**ARTICLE II - HOURS AND OVERTIME**

- 2.1 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work after consultation with the employees involved. Temporary changes in this schedule must have at least 24 hours' notice.

- 2.2 ~~The City agrees to implement a 12 hour work schedule for~~ Dispatcher/Jailer positions assigned to the Communication Center; shall work a twelve (12) hour schedule with a one (1) hour paid lunch and two (2) 15- minute breaks. Alternative work schedules for Dispatcher/Jailer positions assigned outside of the Communications Center may be developed by mutual agreement between an employee (s) and the appropriate supervisor.
- 2.3 ~~It is agreed that the work schedule for m~~Members assigned to the ~~P~~roperty ~~U~~nit shall ~~be~~work a ~~4/10/10-4~~ schedule. The personnel participating will have consecutive days off scheduled depending on the needs of the assignment.
- a) ~~It is mutually agreed that e~~Employees participating in this schedule will officially begin their work week at noon Friday to avoid FLSA conflicts and/or overtime.
- b) ~~It is mutually agreed that i~~n the event of unexpected staff shortages, this alternative work schedule can be terminated with 72 hours' notice.
- 2.4 Overtime - Overtime work is work performed by an employee outside ~~their~~his/~~her~~ regular hours and includes time worked:
- a) In excess of forty (40) hours in a work week for members working a ~~4/10/10-4~~ schedule ~~and eighty (80) hours per pay period for Dispatchers~~. This provision may be nullified if a shift trade is involved.
- b) In excess of eight (8) hours in any work day for those on an eight (8) hour shift, in excess of nine (9) hours in any work day for those on a nine (9) hour shift, in excess of ten (10) hours in any work day for those on a ten (10) hour shift, and in excess of twelve (12) hours per day for those on a twelve (12) hour shift.
- c) Time worked outside of regular hours of work on a work day unless notification has been made in accordance with this MOU.
- d) Time worked on a non-work day unless involved in a shift trade.
- 2.5 Employees who are required to report for prearranged work on their non-work days shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 2.6 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours' pay at the overtime rate.
- 2.7 When, at the request of the supervisor in charge, an employee reports for prearranged overtime on work days outside of ~~their~~his regular work hours, ~~he or she~~the employee shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into ~~their~~his regular work hours, ~~the employee~~he or she shall be paid overtime compensation only for actual work time up to ~~their~~his regular work hours.
- 2.8 Rest Period - The intent of the rest period is to ensure that members of this unit are adequately rested for their assigned work shift. In the event a ~~s~~Supervisor or Watch

Commander deems it necessary for an employee to work through ~~their/his/her~~ rest period, the employee will continue being paid at the overtime rate.

- a) Employees will receive a continuous eight (8) hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight (8) hours has elapsed during:
  - 1) the time period that employee's regular work shift ends and ~~their/his/her~~ scheduled appearance/assignment time; or
  - 2) the time period that employee is dismissed and ~~their/his/her~~ regular work shift begins.

This rest period will not be charged to the employee.

- b) If an employee receives approval to take the remaining portion of ~~their/his or her~~ scheduled shift off, the employee's leave balances will be charged for the entire shift (as if no rest period has occurred).
- c) The rest period does not apply when an employee is scheduled for court or appearance/assignment the day immediately following a day off.

2.9 Compensatory Time - Employees may accrue compensatory time (CTO) in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1 ½) hours for each hour of overtime worked.

- a) No more than 144 hours of ~~CTO compensatory time~~ may be carried on the books at any time. ~~Side Letters to the immediately preceding MOU increased LPDA members CTO leave maximum to 480 hours.~~ Bargaining Unit Members with banks exceeding 144 hours shall retain those excess hours but shall not be eligible to accrue additional CTO hours until their CTO banks fall below the 144 hour maximum provided for in this MOU.
- b) An employee's decision to elect ~~CTO compensatory time~~ instead of overtime is irrevocable ~~(Not withstanding #d).~~
- c) Employees may cash out their ~~CTO compensatory time~~ twice a year during the months of April and October.
- d) Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining ~~CTO compensatory~~ balance.
- e) Employees may submit a written request to the Chief of Police to increase the hours of ~~CTO compensatory time~~ that may be carried on the books in excess of 144 hours ~~at any given time~~. The request may only be made to address extenuating circumstances and will be evaluated on a case by case basis. The decision to grant ~~or to~~ deny said requests is at the sole discretion of the Chief of Police.

2.10 Communications Center Staffing - When staffing shortages occur in the Communications Center due to unforeseen or exigent circumstances, Dispatcher/Jailers shall be called back to work under the following guidelines. Staffing shortages shall be determined by the number of fully-trained personnel actually on duty in conjunction

with the amount and type of work actually needed or logically anticipated on any given watch.

- a) Personnel shall be called for duty by or at the direction of the Watch Commander responsible for the hours of duty to be worked. The three (3) hour minimum call back time, as per this MOU, shall apply.
  - 1) Personnel by Watch  
The first option to work overtime shall be given to other Dispatchers/Jailers assigned to the watch suffering the shortage who are on scheduled days off.
  - 2) Seniority  
The second option to work overtime shall be given to Dispatcher/Jailers assigned in the Communication Center on scheduled days off by seniority.
- b) Any Dispatcher working an overtime shift must be able to perform all duties of dispatch and jail procedures, with the exception of a dispatcher on light duty. The purpose of this is to eliminate personnel in a training status or an unqualified person from working overtime shifts.
- c) A current seniority list shall be maintained in the Communication Center with an updated work schedule maintained by the Services Division Supervisor and Patrol Watch Commander(s). Dispatch will be responsible for call in/call backs at the Watch Commander's direction. Failure by dispatch to follow this procedure will not subject the City to unwarranted overtime.
- d) Vacations and Holidays - Vacation time shall not be canceled due to short-term staffing shortages unless conditions exist which require a total departmental call-out. Holidays shall be canceled in part or fully only as a last resort, but should it become necessary to cancel a scheduled holiday, the employee will be given at least forty-eight (48) hours' notice of the cancellation. If such notice is not given, the employee will be paid at a rate of time and one half (1 ½) for the actual hours worked.

An employee who is on a first-pick schedule vacation will not be compelled to come to work on the vacation days or adjacent regular days off unless exigent circumstances exist. Staffing shortages will not be considered exigent circumstances for the purposes of this subsection only. Exigent circumstances would include, but not be limited to, natural disasters, riots, total department call-outs, etc.

- e) Duties - Personnel called back for work shall perform all the regular duties required in a regular work day and shall appear in uniform.

### **ARTICLE III – BILINGUAL DISPATCHERS**

- 3.1 Unit members who have demonstrated a proficiency in the Spanish language shall receive \$150.00 per month. The City shall be the sole judge as to whether a member has the necessary proficiency.

#### **ARTICLE IV – INCENTIVE PAY**

- 4.1 A \$~~150~~165 per month (\$~~76.1569.21~~ per pay period) incentive pay allowance shall be paid to members who are trained in a Post Certified Field Evidence Technician (FET) course and are on the call out roster for Field Evidence Technicians. The Latent Print Examiner classification will receive the same incentive as FET.
- 4.2 Employees who have either an AA degree or Intermediate POST certificate will receive \$150 per month. Employees who have ~~received~~ a BA degree or Advanced POST certificate shall receive \$225 per month. These amounts are not cumulative.

#### **ARTICLE V – UNIFORM ALLOWANCE**

- 5.1 The uniform allowance shall be \$950 annually paid bi-weekly in conjunction with regular pay checks.
- 5.2 In the event of pregnancy, maternity uniforms shall be required. Jailers shall wear a navy blue maternity top with a navy blue or black maternity skirt or slacks; Community Services Officers shall wear similar garments of a blue color.
- 5.3 The City agrees to repair or replace both personal and City owned uniforms, equipment and property, except for jewelry, damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement costs shall not exceed reasonable cost. Receipts will be required prior to reimbursement.

~~5.4 In addition to the above uniform allowance, the City agrees to make a one time, non-PERsable payment of \$600 toward the uniform allowance to each member of this bargaining unit who is employed by the City on the date of approval of this MOU by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of the approval of this MOU by the City Council. This clause shall sunset on December 31, 2014.~~

#### **ARTICLE VI - COURT APPEARANCES**

- 6.1 An employee serving on jury duty is entitled to keep any monies paid them for jury duty.
- 6.2 If an employee has jury duty he/she shall not be scheduled to work eight (8) hours preceding or following jury duty at no cost to the employee.
- 6.3 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive theirhis full pay while so doing with no loss of time if ~~said employee~~he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half (1 ½) times theirhis regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment

to off-duty employees, the Police Chief or ~~his~~ designee must be notified in writing of the off duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

**ARTICLE VII – ADDITIONAL COMPENSATION/LOYALTY PROGRAM**

7.1 After completing ten years of service with the LPDA, employees shall receive an annual loyalty compensation amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty (20) years of service with the LPDA. Employees who have completed 20 years of service with the LPDA will receive an annual loyalty compensation amount of \$3,000 on November of the year following completion of twenty (20) full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31<sup>st</sup> meet the service level requirements (either ten full years or 20 full years from the first day of the month in which they started their employment with the LPDA) shall receive the loyalty compensation associated with their years of service with the LPDA.

The incentive in this article is limited to employees hired prior to July 17, 2012.

**ARTICLE VIII - SAFETY**

8.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this. The City and the LPDA mutually agree that during the ensuing year at least two joint meetings will be held in order to develop a mutually satisfactory safety program.

## CHAPTER 2 – LEAVES

### ARTICLE IX - CATASTROPHIC LEAVE

- 9.1 Catastrophic leave is available to employees in accordance with the City's current Catastrophic Leave Policy.

### ARTICLE X - HOLIDAYS

- 10.1 Employees shall receive eleven (11) holiday days. Hours earned per pay period are dependent upon their work schedule. Schedules and hours received annually are as follows:

- |    |                  |           |
|----|------------------|-----------|
| a) | 12 hour schedule | 132 hours |
| b) | 10 hour schedule | 110 hours |
| c) | 8 hour schedule  | 88 hours  |

Holiday leave is to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be taken in one-hour increments during the calendar year.

- 10.2 Unused holiday leave may not be carried forward into the following calendar year but shall be paid off by the City at the employee's current straight time rate.

- 10.3 Employees hired after the first pay period of the year shall be credited with hours for each pay period remaining in the calendar year dependent upon the work schedule assigned. Schedule and hours received per pay period are as follows:

- |    |                  |                           |
|----|------------------|---------------------------|
| a) | 12 hour schedule | 5.07 hours per pay period |
| b) | 10 hour schedule | 4.23 hours per pay period |
| c) | 8 hour schedule  | 3.38 hours per pay period |

Employees separating after the first pay period of the year shall have their holiday balances reduced by a number of hours dependent upon work schedule assigned. Schedule and hours deducted per remaining pay period in the year are as follows:

- |    |                  |                           |
|----|------------------|---------------------------|
| a) | 12 hour schedule | 5.07 hours per pay period |
| b) | 10 hour schedule | 4.23 hours per pay period |
| c) | 8 hour schedule  | 3.38 hours per pay period |

If the employee does not have sufficient holiday hours remaining the difference in hours shall be reduced from other balances for which the employee would be paid.

**ARTICLE XI - LEAVES OF ABSENCE**

- 11.1 Leave of Absence is available to employees in accordance with the City's current Leave of Absence policy.

**ARTICLE XII - SICK LEAVE**

- 12.1 All employees shall accumulate sick leave based on shift worked. Schedule is as follows:
- |                 |                           |
|-----------------|---------------------------|
| 12 hour workday | 5.54 hours per pay period |
| 10 hour workday | 4.62 hours per pay period |
| 8 hour workday  | 3.70 hours per pay period |
- 12.2 Sick leave may be accumulated up to an unlimited amount.
- 12.3 Family sick leave may be used ~~to allow for the care of parents and children.~~ in accordance with Federal and State law.

**ARTICLE XIII - VACATION LEAVE**

- 13.1 0 - 1 year - none. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation will be credited to the employee's account.
- |                         |                           |
|-------------------------|---------------------------|
| a) 1 through 5 years:   | 3.08 hours per pay period |
| b) 6 through 11 years:  | 4.62 hours per pay period |
| c) 12 through 14 years: | 5.24 hours per pay period |
| d) 15 years and more:   | 6.16 hours per pay period |
- 13.2 First choice vacation leave ~~is will be~~ picked by seniority. Second choice vacation leave ~~is will be~~ selected upon completion of first choice vacation leave. All vacation picks will be based upon seniority. However, if seniority is waived by an employee, the employee must wait until seniority list is exhausted prior to picking another vacation.
- 13.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy of Vacation Leave.

**ARTICLE XIV - RESERVED**

**CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT**

**ARTICLE XV - DENTAL AND VISION INSURANCE**

- 15.1 The City ~~agrees to will~~ pay the full cost for employee dental premium and one-half (1/2) the premium for ~~the employee's~~ dependent for the ~~current present~~ dental plan.
- 15.2 The City ~~agrees to will~~ provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.
- 15.3 The City reserves the right to select any dental or chiropractic carrier to administer the City's plan.

**ARTICLE XVI – MEDICAL INSURANCE**

- 16.1 All employees are offered medical insurance for themselves and dependent(s) through CalPERS medical plans. City shall pay one hundred percent (100%) of the premium for ~~the~~ employee's family category (Family, Employee + 1, ~~Employee Only~~Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC).

If an employee ~~elects not to be covered by~~ waives medical insurance through the City of Lodi, the employee may at their option take the following in cash or deposited into their deferred compensation account ~~an additional:~~

- \$692.81 per month for Family
- \$532.92 per month for Employee + 1
- \$305.22 per month for ~~Employee Only~~Single

~~will be added to either the employee's deferred compensation account or cash.~~ In order to qualify for this provision, proof of group insurance must be provided to the City.

- 16.2 Effective January 1, 2014, the City will pay a monthly maximum of the following for each family category:
- \$1,709.06 per month for Family
  - \$1,314.66 per month for Employee + 1
  - \$657.33 per month for ~~Single~~Employee Only

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

- 16.3 ~~The City and LPDA agree if~~ If the Federal or State Government mandate changes in the present health care delivery systems the City and LPDA ~~shall~~ will reopen the MOU to meet and confer on the issue of health care.
- 16.4 The City ~~agrees to~~ will offer a chiropractic plan equivalent to Landmark benefit.
- 16.5 The City ~~will~~ will maintain a flexible spending account to conform to IRS regulations to be used for premium contributions, dependent care, and/or unreimbursed medical payments for unit members.
- 16.6 Only one family member may carry employee and dependent coverage of City sponsored medical insurance.
- 16.7 ~~The City intends to propose a cafeteria-based benefit program in 2014 with an effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a cafeteria plan.~~

~~The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members.~~

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~~The City intends to propose a cafeteria-based benefit program to be implemented in calendar year 2018 with an open enrollment period in 2017. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The City will form a committee comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan. The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members and the parties shall meet and confer over any changes.~~

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#### **ARTICLE XVII - LONG TERM DISABILITY**

- 17.1 A long term disability program, which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% to a maximum of \$10,000 per month of the employee's basic salary in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City Policy on Long Term Disability.
- 17.2 The maximum length of coverage is three (3) years from date of disability.

#### **ARTICLE XVIII - LIFE INSURANCE COVERAGE**

- 18.1 The City ~~agrees to will~~ provide each covered member a \$25,000 accidental death policy in addition to any other life insurance policy or statutory payments that may be due to an employee in the event of death resulting from a line-of-duty injury.
- 18.2 The City ~~agrees to will~~ provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, ~~a spouse shall be covered for \$1,500 of life insurance, and dependent children between the ages of birth months and 24<sup>th</sup> birthday, and dependent disabled children shall be covered for \$1,500 insurance. the City will provide \$1,500 of life insurance for an employee's spouse, dependent children under the age of twenty-four (24), and dependent disabled children.~~

#### **ARTICLE XIX - DEFERRED COMPENSATION**

- 19.1 ~~The City agrees to allow employees to continue to~~ Employees may voluntarily participate in the City's Deferred Compensation plan as allowed by IRS Code 457(k).
- 19.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum three percent (3.0%) of the employee's gross salary.

#### **ARTICLE XX - PERS**

- 20.1 The City agrees to provide the following retirement program and options and to pay the employer's cost for employees deemed to be "classic" employees by PERS:
- a) The 2.00% at 55 formula.
  - b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
  - ~~c) 1957 Survivor Benefit.~~
  - cd) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
  - de) The third level of 1959 survivor benefits.
  - ef) 50% survivor continuation in the event of death after retirement.
  - fe) Sick leave conversion.
  - gh) Employee shall pay the full employee share of retirement costs (7%) as calculated by PERS in its annual actuarial valuation
- 20.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employee's Pension Reform Act of 2013 (PEPRA):
- a) The 2.00% at 62 formula.

b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

~~c) 1957 Survivor Benefit.~~

~~c)d~~) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

~~d)e~~) The third level of 1959 survivor benefits.

~~e)f~~) 50% survivor continuation in the event of death after retirement.

~~f)g~~) Sick leave conversion.

~~g)h~~) Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

~~20.3 If any bargaining group including the City Council, Executives, Council Appointees, across all members of the group, receives an enhanced retirement benefit during this contract, the contract shall be reopened for negotiating the same benefits.~~

#### **ARTICLE XXI - SICK LEAVE CONVERSION**

21.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) on the following basis:

a) After ten (10) years of employment by the City, fifty percent (50%) of the represented employee's unused sick leave shall be converted to months of medical insurance at the rate of one (1) month's premium for employee and dependent coverage for each day of unused sick leave as adjusted herein.

b) For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add two and one-half percent (2 1/2%) to the fifty percent (50%) before converting the unused sick leave to months of insurance.

21.2 The City shall pay up to the City's liability for medical insurance premiums for retiree and dependent. Alternatively, the employee may, at ~~theirhis or her~~ option, choose to have a cash reimbursement for sick leave at the rate of one-third (1/3) of base pay per hour. Sick leave hours will be converted on the same basis as in Section 21.1.

21.3 In accordance with the sick leave conversion provisions, a surviving dependent may at ~~theirhis/her~~ own expense continue medical insurance at the employee-only premium for the same period as if the employee had not died.

21.4 Represented employees who retire ~~from the City of Lodi on a service retirement~~ shall have the option of purchasing, at the employee's cost, additional medical insurance ~~sufficient to reach age 65.~~

- 21.5 Out of area retirees may receive reimbursement for medical insurance premiums up to the City’s liability as specified in Section 21.2.
- 21.6 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after November 8, 2004. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 21.1, the City will report they have zero hours of unused sick leave.
- 21.7 The City asserts that the November 8, 2004 date referenced in Section 21.6 is a scrivener’s error and should properly be July 9, 1994. Association contests the City’s position. ~~The parties desire to table the resolution of this matter to the next MOU. Both parties reserve their rights to advance their respective positions if they are not able to reach an agreed resolution.~~ As a resolution to this matter, the City shall establish a Retiree Health Savings Account (RHSA) for the following employees that were hired into this bargaining group between July 9, 1994 and November 8, 2004. The City shall allocate a lump sum of \$75,000.00 to be distributed to the listed employees on a pro-rated amount based on their individual sick leave accrual as of the pay period ending May 17, 2015. The pro-rated amounts shall be deposited into the RHSA as soon as administratively possible. Beginning the first full pay period in 2016, the City shall contribute one percent (1%) of the employees’ base bi-weekly salary, each pay period, into the RHSA until such time as the employee retires, resigns, or separates employment with the City of Lodi.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Maria Butterfield

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Jeff Humphrey

\_\_\_\_\_  
\_\_\_\_\_ Tenneill Ramirez

\_\_\_\_\_  
\_\_\_\_\_ Andrea Patterson

\_\_\_\_\_  
\_\_\_\_\_ Jennifer Root

\_\_\_\_\_  
\_\_\_\_\_ Kimberly Van Tassell

Effective upon adoption, above named employees shall be required to make an irrevocable choice to either convert their previously earned sick leave as described above, moving the existing balance into a closed bank of hours (Bank A), which shall be available only for use as sick leave by the employee, or to decline the conversion as described above and maintain one bank of hours which may be used for sick leave by the employee and in accordance with Section 21.6 referencing PERS service credit provision. Hours in Bank A shall not be eligible for catastrophic leave donations.

Employees who opt into the RHSA shall have future sick leave hours deposited into Sick Leave Bank B. Sick Leave Bank B hours may be used by the employee for sick leave or towards CalPERS service credit upon retirement as described in Section 21.6. Sick Leave Bank B hours may also be donated under the City’s catastrophic leave policy. Sick Leave Bank B hours shall be valued at the employee’s current regular hourly rate of pay; however, these hours shall have no cash value.

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Employees utilizing sick leave hours shall first draw from Bank A hours. If no Bank A hours exist, then Bank B hours shall be used.

#### **ARTICLE XXII - TUITION REIMBURSEMENT**

- 22.1 Tuition reimbursement shall be available to employees as stated in the City's current Tuition Reimbursement policy.
- 22.2 The City shall allow LPDA members the option of using the funds referenced in section 22.1 for work-related training seminars, symposiums, etc., that are not reimbursable by the City. Up to \$300.00 per fiscal year may be used for tuition reimbursement to obtain an AA degree. All training and time off for training must be approved in advance by the department head.

#### **ARTICLE XXIII - WORKERS' COMPENSATION**

- 23.1 ~~The City and LPDA mutually agree that w~~When an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of ~~theirhis or her~~ employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal ~~the employee's his or her~~ regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.
- a) Bargaining unit members shall have the presumption afforded by Labor Code Section 3212.5 regarding pneumonia (but not heart trouble) and the presumption afforded by Labor Code Section 3212.6 regarding tuberculosis. Moreover, bargaining unit members who can establish exposure to bodily fluids shall have the presumption afforded by Labor Code Section 3212.8 regarding blood borne infectious diseases and MRSA and Labor Code Section 3212.9 regarding meningitis.
- 23.2 In the event an employee is injured or otherwise becomes disabled:
- a) By contact with a prisoner or member of the public in the course of employment or,
- b) While performing evidence technician assignments.

The City shall supplement the Workers' Compensation payment to the extent that the employee shall receive ~~theirhis or her~~ regular salary and benefits for up to one (1) year. ~~In the event an employee is deemed to be permanent and stationary in accordance with~~

~~the Workers' Compensation system, they will be placed on the~~ Thereafter, the employee may be eligible for the Long Term Disability (LTD) program, per Article XVII. Please refer to the City Policy on Long Term Disability

~~23.3 For purposes of eligibility for LTD, application will be automatically entered on the date of injury.~~

23.34 The City supplement will end at the earliest of the following:

- a) Permanent and stationary rating of employee.
- b) Return to duty or physician's release.

## CHAPTER 4 – ASSOCIATION/CITY ISSUES

### ARTICLE XXIV - CITY RIGHTS

24.1 ~~It is further understood and agreed between the parties that n~~Nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:

- a) decide the scope of service to be performed and the method of service
- b) hire and/or otherwise determine the criteria and standards of selection for employment
- c) fire, demote, suspend or otherwise discipline for just cause
- d) transfer employees from location to location and from time to time
- e) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason
- f) re-hire employees
- g) determine the allocation and content of job classification
- h) formulate and/or amend job descriptions
- i) to determine the need for overtime work subject only to contrary provisions of this MOU
- j) merge, consolidate, expand, curtail or discontinue operation temporarily or permanently in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable
- k) contract and/or subcontract any existing or future work
- l) control the use of equipment and property by the City
- m) determine the number, location and operation of headquarters, annexes, substations and or division thereof
- n) expand, reduce, alter, combine, assign or cease any job
- o) schedule and assign the work to the employees and determine the size and composition of the work force

- p) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved serviced, maintenance procedures, materials, facilities and equipment
- q) take whatever action may be necessary to carry out the mission and responsibility of the City and specifically the Police Department in unusual and/or emergency situations
- r) formulate, amend , revise, and implement standard operating procedures, rules, and regulations regarding the operation of the Police Department
- s) establish, amend, revise and implement any programs, and or procedures including an employee evaluation system
- t) require employees to observe and obey the City's and Departmental policies, procedures, ordinances, resolutions, rules and regulations

However, the exercise by the City of the rights in the paragraph does not preclude employees of their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours, or other terms and conditions of employment.

#### **ARTICLE XXV - CHANGES IN MEMORANDUM**

25.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation, or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they were also modified by statute, applicable regulation or order of Court, or agreement of the parties.

#### **ARTICLE XXVI - EMPLOYEE REPRESENTATION**

26.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Police Dispatchers Association (hereinafter referred to as "LPDA").

- a) The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. If the City intends to change a matter within the scope of representation under the Meyers-Millias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the LPDA. If the LPDA wishes to negotiate over such a matter, it shall notify the City within twenty (20) work days of notice, and the parties shall commence negotiations within twenty (20) work days of the LPDA's notification.

If the LPDA does not respond within twenty (20) work days of the City's notification, the City will have no further obligation to negotiate over the matter.

- b) The terms and conditions of this MOU are applicable to all regular and probationary employees represented by LPDA. Those classifications are as follows:
- Community Services Officer
  - Dispatcher/Jailer
  - Lead Dispatcher/Jailer
  - Property & Evidence Technician

26.2 Dues - The City shall grant dues deduction to City employees who are members of the LPDA in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution."

- a) Any dues check-off cancellation or modification notice shall first be forwarded to LPDA for notation and then returned to Payroll prior to any change in members' dues check-off. In addition, any dues check-off cancellation or modification notice regarding the Police Officers' Association of Lodi (POAL) shall first be forwarded to POAL for notation and then returned to Payroll prior to any change in a member's dues check-off to POAL.
- b) The LPDA shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the LPDA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.
- c) Effective upon adoption of this Memorandum of Understanding (MOU) and for the purposes of the continued certification of LPDA as the recognized employee organization for this unit, employees in this unit who are or hereafter become members of LPDA shall maintain membership in good standing with LPDA for the life of this MOU Memorandum, except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days from the expiration of this MOU Memorandum. Such withdrawal must be in writing and delivered to LPDA and the Finance Department within the prescribed time frame.

26.3 The City agrees to furnish LPDA with a written notice of the City's intention to make changes in departmental rules, policies or procedures that would affect the working conditions of LPDA members, notwithstanding Article XXIV.

26.4 LPDA will have the right to use cCity fFacilities for aAssociation bBusiness subject to advance notice and availability.

26.5 ~~The City and LPDA agree and understand that if~~ any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, City resolutions, or

City ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXVII - EMPLOYEES RIGHTS**

- 27.1 Individual bargaining unit members may donate from their vacation or holiday leave time up to eight (8) hours per calendar year for Association business. The President may designate members of the Association to utilize this time. Only one member at a time may be absent unless it is mutually agreed that additional members may be absent. Five (5) days' advance notice of use of time shall be given.
- 27.2 The City will provide affected employees with copies of personnel orders as soon as the personnel orders are issued. Personnel orders are defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.
- 27.3 Any LPDA member who ~~willis to~~ be interviewed concerning an act which, if proven, could reasonably result in disciplinary action ~~he/she~~ will be afforded the following safeguards:
- a) LPDA member will be informed prior to the interview if the City believes the LPDA member is a suspect in the investigation.
  - b) The LPDA member will be informed of the nature of the investigations and allegations and afforded the opportunity to consult with a LPDA representative prior to an interview. The LPDA member shall be allowed the right to have an LPDA representative present during the interview.
  - c) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours except for emergencies or where interviews can be conducted by telephone. Section 27.3 (a) and (b) not withstanding.
  - d) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. No more than two (2) interviewersinterrogators may be present at any one time.
  - e) The employee shall be entitled to ~~such~~ reasonable intermissions ~~as he/she shall request for to attend to~~ personal necessities.
  - f) If the City tape records the interview, the member also has the right to tape the interview. If the interview is taped by either party that party must give notice of its intention.
  - g) Interviews and investigations shall be concluded with no unreasonable delay.
  - h) The employee shall be advised of the results of the investigation and any future action to be taken on the incident.
  - i) When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports

of the investigation which contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who ~~will are to~~ appear against ~~the employee him or her~~ and/or whose statements ~~may will~~ be used against ~~the employee him or her~~.

- 27.4 The performance of each LPDA member shall be evaluated annually. Performance evaluations shall be based on work performance related criteria.
- a) When an employee is rated unsatisfactorily in any category, the supervisor shall state the reason(s) for such rating and shall, if practicable, suggest means of improvement.
  - b) After the evaluation is made, the employee shall be given a copy. Either the supervisor or employee may request to meet and discuss the evaluation.
- 27.5 Each employee shall, during normal business hours, have the right of access to ~~their his/her~~ own personnel file. At the employee's request ~~he/she they~~ shall be provided one copy of any document placed in the employee's file. LPDA members will be given a list of all personnel files held by the City and any department personnel used for promotion and disciplinary actions.
- a) An employee shall have the right to inspect and review any official record relating to ~~their his/her~~ performance as an employee which is kept or maintained in the employee's personnel file. The City shall provide an opportunity for the employee to respond in writing to any information with which ~~the employee he/she~~ disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.
  - b) The only persons permitted to have access to the contents of an employee's personnel folder, excluding background investigation references from previous employers, are the employee, ~~their his/her~~ designated representative having the employee's signed authorization, and persons authorized by the City.
  - c) Employees will receive a copy of all materials placed in ~~their his/her~~ file. ~~Materials placed in the employee's file which are w~~ritten reprimands more than two (2) years old will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of misconduct as defined in the Department's Rules and Regulations.
  - d) Anything less than a written reprimand shall be purged from an employee's personnel file after an evaluation is given. Requests to purge personnel files are the responsibility of the individual involved.
- 27.6 All special assignments available to LPDA members shall be posted and shall invite letters of interest from LPDA members.

- 27.7 All special assignment positions shall be limited to three (3) to five (5) years and will begin and end at shift pick changes. Those assigned will report to the immediate supervisor that is in charge of the department. The Chief reserves the right to ask for letters of interest during shift pick changes during this time. If no applications of interest have been submitted for the position, the employee holding the position may be extended for a period of two more years after the third year. It is also mutually agreed that assignments to Property Clerk and/or Court Liaison positions are at the sole discretion of the City of Lodi. No employee has property rights to such assignments and waives any appeals for assignment, reassignment, or transfer from this agreement.

### **ARTICLE XXVIII - GRIEVANCE PROCEDURE**

28.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the LPDA and the City.

- a) The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
- b) The term "day" means a working day, i.e. Monday through Friday excluding fixed City Hall holidays.
- c) A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPDA involving the interpretation, application, or enforcement of the express terms of the Agreement and other terms and conditions of employment and matters of discipline which includes demotion, suspension, or discharge.
- d) As used in this procedure, the term "party" means an employee, the LPDA, the City, or the authorized representative of any party. The employee is entitled to representation through all the steps in the grievance procedure.

#### 28.2 INFORMAL GRIEVANCE PROCEDURE

- a) An employee, the LPDA, or their representative having an issue arising from employment in the municipal service shall seek adjustment of the issue initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the issue. Should the immediate supervisor be unable to make a satisfactory adjustment, or is a party to the issue, the employee, LPDA, or their representative may seek adjustment through either verbal or written contact to the next higher level of supervision up to and including the Chief of Police who shall render a decision in writing within ten (10) working days of hearing the appeal. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.

- b) Should the employee, LPDA or their representative, progress through the above steps and find that the Department Head is unable to make a satisfactory adjustment within the timeframe given, or is a party to the issue, the employee, LPDA, or ~~their/his/her~~ representative may seek adjustment through the formal grievance procedure. Any decision by ~~the immediate supervisor hearing the grievance~~ City at this step shall be a written decision rendered within ten (10) working days of hearing the appeal.

### 28.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten (10) working days of the last time deadline of the Informal Procedure, file a Formal Grievance. The steps of the Formal Grievance Procedure are as follows:

#### STEP A

Class action grievances are filed, in writing, with the City Manager and can only be made by the LPDA president or representative upon the authority of the LPDA. Grievances that affect individual employees may be filed, in writing, with the City Manager by the affected employee, the LPDA, or their representative. The City Manager shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee, LPDA, or ~~their/his/her~~ representative may proceed to Step B within ten (10) working days.

#### STEP B

The employee, LPDA, or ~~their/his/her~~ representative shall file an appeal of the City Manager's decision to the City Clerk. Within fifteen (15) days of the receipt of the appeal, the City Clerk shall begin the process of establishing a list of eligibles for a Personnel Board of Review. The Personnel Board of Review shall hold a public hearing, unless the grievant desires a closed hearing, within thirty (30) working days of the filing of the appeal with the City Clerk. The Personnel Board of Review has no power to add to, subtract from or modify the terms or conditions of this MOU; nor, do they have any power to add a greater form of disciplinary action than that which was originally grieved. Within fifteen (15) days after the hearing, the Personnel Board of Review ~~they~~ shall submit a written statement of findings and directions to the City Manager, the employee, and the LPDA. The directions of the ~~h~~Board shall be binding on all parties to the MOU.

The Personnel Board of Review shall be constituted as follows:

- 1) Both the LPDA and the City will select a representative to serve on the three-member board. The only qualifications needed to serve on the board shall be that they are registered voters of the City, not presently or formerly elected officials or employees of the City, or are related to a present or former elected official or employee of the City. Board members must be registered to vote in the City of Lodi and may not be a current or former elected official, employee of the City, or related to a present or former elected official or employee of the City.

- 2) The City Clerk shall submit the names of seven (7) persons applying for positions to the Personnel Board of Review to both parties. The criteria of qualifications are the same as in Step One. If there are not seven (7) persons from the list each party may select from the available names or ask the City Clerk to post for a vacancy(ies ). If there are more than seven (7) names, seven (7) names will be drawn by lot which shall be witnessed by the parties chosen in Step One.
- 3) The two persons selected in Step One shall select a third member from the list, either by agreement, lot, striking names, or any other means the two can agree upon.

28.4 Any employee shall have the right to appeal letters of reprimand and suspensions of three (3) days or less through the chain of command up to the Police Chief or ~~his~~ designee. The decision of the Police Chief or designee is final and binding and not subject to further appeal.

#### 28.5 FAILURE TO MEET TIME REQUIREMENTS

Failure by either party to meet any of the aforementioned time limits shall result in the following action:

Failure by an employee to take the initial grievance action within the twenty (20) working days given in the Informal Grievance Procedure will result in forfeiture of the grievance. Failure of management to meet any of the time limits set forth on any step in this grievance procedure will give the employee the right to automatically proceed to the next level of appeal. This action must be taken within ten (10) working days of the last date of the time limit which management failed to meet.

#### ARTICLE XXIX - MUTUAL CONSENT CONTINGENCY

29.1 This Agreement may be amended any time ~~during its life upon with~~ the mutual consent of the City and LPDA. Such amendment must be in writing and attached to all executed copies of this Agreement.

#### ARTICLE XXX - NO STRIKES

30.1 The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or ~~C~~city services during the term of this MOU.

#### ARTICLE XXXI - RESERVED

#### ARTICLE XXXII - PROBATION

- 32.1 All appointments to positions in the classified service shall be subject to a probationary period of eighteen (18) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to ~~their~~his or her new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that ~~he or she has~~they have not satisfactorily completed probation.
- 32.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- 1) Vacation Leave - See Article XIII for the vacation leave schedule.
  - 2) The use of the Grievance Procedure to grieve termination.
  - 3) The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. The LPDA shall be notified of all extensions.
  - 4) Probation shall be extended for the same time as any leaves of absence.
- 32.3 In the event an employee is promoted and is rejected by the appropriate department head, ~~the employee~~he shall be reinstated to the position from which ~~he or she was~~the employee was promoted unless charges are filed and ~~he or she~~the employee is discharged. The seniority and status of a rejected candidate shall continue as before.

### **ARTICLE XXXIII - PROMOTION**

- 33.1 The City and the LPDA mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interests of the City.

### **ARTICLE XXXIV - SENIORITY**

- 34.1 Seniority, for purposes of ~~c~~City employee benefits is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:
- a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights;
  - b) on duty with the National Guard;
  - c) is absent due to industrial injury;
  - d) on leave of absence; or
  - e) absent due to layoff for a period of less than twelve (12) consecutive months.

- 34.2 Seniority for purposes of shift selection, overtime, holiday selection, and vacation leave shall be defined as total time in service as a member of the bargaining unit. Should a member of the unit leave membership for any reason and return to membership within twelve (12) months, seniority shall be as if the member never left.
- 34.3 Seniority, as defined above, shall be the method utilized for shift selection and vacation leave.
- 34.4 In the event an employee completes training before another employee with the same or more City seniority for purposes specified in section 34.2, the employee completing training first ~~will~~ would have seniority for purposes of shift selection.

#### **ARTICLE XXXV - STATUS**

- 35.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.
- a) A regular employee is defined as an employee who has (twelve) 12 months or more seniority with the City in full-time employment, except as provided for in Article XXXII - Probation.
- b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of (twelve) 12 months of continuous full-time service with City, a probationary employee shall be given the status of a regular employee.
- c) A temporary employee is an employee hired on a full-time basis to temporarily fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

#### **ARTICLE XXXVI - TERM**

- 36.1 All terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is January 1, ~~2014~~ 2015 through December 31, ~~2014~~ 2017.
- 36.2 The LPDA and City ~~mutually agree to~~ will commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

**CITY OF LODI  
AND  
LODI POLICE DISPATCHERS ASSOCIATION  
20154**

Lodi Police Dispatchers Association:

City of Lodi:

\_\_\_\_\_  
~~Mark Salvo~~ Andrea Patterson  
~~Chief Negotiator~~ Dispatcher/Jailer

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

\_\_\_\_\_  
Stephen Schwabauer  
~~Interim~~ City Manager

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

\_\_\_\_\_  
~~Jeff Humphrey~~ Jaime Worthen  
Dispatcher/Jailer Supervisor

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

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

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

\_\_\_\_\_  
~~Andrea Patterson~~ Jennifer Root  
Dispatcher/Jailer

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

\_\_\_\_\_  
Adele Post  
Human Resources Manager

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

Attest:

\_\_\_\_\_  
~~Reyes Gonzales, Jr~~ Kim VanTassel  
~~Dispatcher/Jailer~~ Property & Evidence Technician

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

\_\_\_\_\_  
Jennifer M. Ferraiolo  
City Clerk

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

Approved as to form:

\_\_\_\_\_  
~~Jaime Worthen~~ Aaron Donato  
~~Dispatcher/Jailer~~ Chief Negotiator

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

\_\_\_\_\_  
Janice D. Magdich  
City Attorney

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

**EXHIBIT A**

Salary Effective January 5, ~~2014~~2015

<b>Occupation Title</b>	<b>Job Code</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Community Service Officer-P.D.	109	3585.36	3764.63	3952.87	4150.54	4358.03
Dispatcher/Jailer	126	4080.08	4284.08	4498.29	4723.20	4959.36
Lead Dispatcher/Jailer	128	4284.05	4498.25	4723.16	4959.32	5207.28
Property & Evidence Technician		3585.36	3764.63	3952.87	4150.54	4358.03
<b>Occupation Title</b>	<b>Job Code</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Community Service Officer-P.D.	6400	3692.92	3877.57	4071.46	4275.03	4488.77
Dispatcher/Jailer	6410	4202.48	4412.60	4633.24	4864.90	5108.14
Lead Dispatcher/Jailer	6420	4412.57	4366.20	4864.85	5108.10	5363.50
Property & Evidence Technician	6440	3692.92	3877.57	4071.46	4275.03	4488.77

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

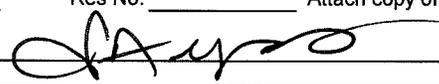
CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers, Deputy City Manager	5. DATE:	5/20/15
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Unreserved Fund Balance	\$ 96,674.00
B. USE OF FINANCING	100	10031004	71001	Regular Salary	\$ 21,674.00
	100	10031004	71031	Other Benefits	\$ 75,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>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.</p> <p><b>2014/15 contract changes for Dispatch, including \$75,000 one-time funding of Retiree Health Savings Account in settlement of disputed Sick Leave Conversion provision</b></p>

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

Meeting Date: 5/20/15 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. 2015-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
THE MEMORANDUM OF UNDERSTANDING WITH THE LODI  
POLICE DISPATCHERS ASSOCIATION FOR 2015 THROUGH  
2017 AND APPROPRIATING FUNDS

=====

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great Recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions to the Memorandum of Understanding with Lodi Police Dispatchers Association as follows as a partial restoration of prior concessions:

- 3% increase to base salary, effective the first full pay period in 2015; 2% increase to base salary, effective the first full pay period in 2016; and a 2% increase to base salary, effective the first full pay period in 2017;
- \$15 increase in incentive pay for members who are certified Field Evidence Technicians or Latent Print Examiners, effective January 5, 2015;
- In order to resolve the dispute regarding the eligibility date for the sick leave conversion benefit program referenced in the 2007-2011 MOU, City will establish a Retiree Health Savings Account and allocation of \$75,000 to be distributed on a pro-rated basis among six LPDA members hired into the LPDA unit, between July 9, 1994 and November 8, 2004 (Maria Butterfield, Jeff Humphrey, Andrea Patterson, Tenneill Ramirez, Jennifer Root and Kimberly Van Tassell), as soon as administratively possible; 1% contribution of the employees' bi-weekly base salary each pay period, effective with the first full pay period in January 2016. This provision resolves a dispute regarding eligibility for a sick leave conversion benefit program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Exhibit A) between the City of Lodi and the Lodi Police Dispatchers Association; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: May 20, 2015

=====

I hereby certify that Resolution No. 2015-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held May 20, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO  
City Clerk

2015-\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI POLICE DISPATCHERS ASSOCIATION

January 1, 2015 – December 31, 2017

**TABLE OF CONTENTS**

		<u>Page #</u>
<b><u>CHAPTER 1 – COMPENSATION &amp; WORKING CONDITIONS</u></b>		
Article I	Salary	3
Article II	Hours and Overtime	3
Article III	Bilingual Dispatchers	6
Article IV	Incentive Pay	6
Article V	Uniform Allowance	7
Article VI	Court Appearances	7
Article VII	Additional Compensation/Loyalty Program	7
Article VIII	Safety	8
<b><u>CHAPTER 2 – LEAVES</u></b>		
Article IX	Catastrophic Leave	9
Article X	Holidays	9
Article XI	Leaves of Absence	10
Article XII	Sick Leave	10
Article XIII	Vacation Leave	10
Article XIV	Reserved	11
<b><u>CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT</u></b>		
Article XV	Dental & Vision Insurance	11
Article XVI	Medical Insurance	11
Article XVII	Long Term Disability	12
Article XVIII	Life Insurance Coverage	12
Article XIX	Deferred Compensation	13
Article XX	PERS	13
Article XXI	Sick Leave Conversion	14
Article XXII	Tuition Reimbursement	15
Article XXIII	Workers Compensation	15
<b><u>CHAPTER 4 – ASSOCIATION / CITY ISSUES</u></b>		
Article XXIV	City Rights	16
Article XXV	Changes in the MOU	17
Article XXVI	Employee Representation	18
Article XXVII	Employee Rights	19
Article XXVIII	Grievance Procedure	21
Article XXIX	Mutual Consent Contingency	23
Article XXX	No Strikes	24
Article XXXI	Reserved	24
Article XXXII	Probation	24
Article XXXIII	Promotion	24
Article XXXIV	Seniority	25
Article XXXV	Status	25
Article XXXVI	Term	25

Exhibit A – Salary Schedule

**CITY OF LODI  
AND  
LODI POLICE DISPATCHERS ASSOCIATION  
2015 - 2017**

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**CHAPTER 1 – COMPENSATION & WORKING CONDITIONS**

**ARTICLE I - SALARY**

- 1.1 The Salary Schedule for members of the LPDA will be as set forth in Exhibit A.
- 1.2 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a survey is performed, the 15 cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

In the event a salary survey is conducted during the term of this MOU, the lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation including salary and limited to employee contribution to the Public Employees Retirement System paid on behalf of employee by employer, employer's health insurance premium, deferred compensation, and any comparable incentives.

1.3

City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.

For calendar year 2016, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2016.

For calendar year 2017, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2017.

**ARTICLE II - HOURS AND OVERTIME**

- 2.1 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work after consultation with the employees involved. Temporary changes in this schedule must have at least 24 hours' notice.
- 2.2 Dispatcher/Jailer positions assigned to the Communication Center shall work a twelve (12) hour schedule with a one (1) hour paid lunch and two (2) 15- minute breaks. Alternative work schedules for Dispatcher/Jailer positions assigned outside of the

Communications Center may be developed by mutual agreement between an employee (s) and the appropriate supervisor.

- 2.3 Members assigned to the Property Unit shall work a 4/10 schedule. The personnel participating will have consecutive days off scheduled depending on the needs of the assignment.
- a) Employees participating in this schedule will officially begin their work week at noon Friday to avoid FLSA conflicts and/or overtime.
  - b) In the event of unexpected staff shortages, this alternative work schedule can be terminated with 72 hours' notice.
- 2.4 Overtime - Overtime work is work performed by an employee outside their regular hours and includes time worked:
- a) In excess of forty (40) hours in a work week for members working a 4/10 schedule. This provision may be nullified if a shift trade is involved.
  - b) In excess of eight (8) hours in any work day for those on an eight (8) hour shift, in excess of nine (9) hours in any work day for those on a nine (9) hour shift, in excess of ten (10) hours in any work day for those on a ten (10) hour shift, and in excess of twelve (12) hours per day for those on a twelve (12) hour shift.
  - c) Time worked outside of regular hours of work on a work day unless notification has been made in accordance with this MOU.
  - d) Time worked on a non-work day unless involved in a shift trade.
- 2.5 Employees who are required to report for prearranged work on their non-work days shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 2.6 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours' pay at the overtime rate.
- 2.7 When, at the request of the supervisor in charge, an employee reports for prearranged overtime on work days outside of their regular work hours, the employee shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into their regular work hours, the employee shall be paid overtime compensation only for actual work time up to their regular work hours.
- 2.8 Rest Period - The intent of the rest period is to ensure that members of this unit are adequately rested for their assigned work shift. In the event a supervisor or Watch Commander deems it necessary for an employee to work through their rest period, the employee will continue being paid at the overtime rate.
- a) Employees will receive a continuous eight (8) hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight (8) hours has elapsed during:

- 1) the time period that employee's regular work shift ends and their scheduled appearance/assignment time; or
- 2) the time period that employee is dismissed and their regular work shift begins.

This rest period will not be charged to the employee.

- b) If an employee receives approval to take the remaining portion of their scheduled shift off, the employee's leave balances will be charged for the entire shift (as if no rest period has occurred).
- c) The rest period does not apply when an employee is scheduled for court or appearance/assignment the day immediately following a day off.

2.9 Compensatory Time - Employees may accrue compensatory time (CTO) in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1 ½) hours for each hour of overtime worked.

- a) No more than 144 hours of CTO may be carried on the books at any time. Bargaining Unit Members with banks exceeding 144 hours shall retain those excess hours but shall not be eligible to accrue additional CTO hours until their CTO banks fall below the 144 hour maximum provided for in this MOU.
- b) An employee's decision to elect CTO instead of overtime is irrevocable.
- c) Employees may cash out their CTO twice a year during the months of April and October.
- d) Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining CTO balance.
- e) Employees may submit a written request to the Chief of Police to increase the hours of CTO that may be carried on the books in excess of 144 hours. The request may only be made to address extenuating circumstances and will be evaluated on a case by case basis. The decision to grant or deny said requests is at the sole discretion of the Chief of Police.

2.10 Communications Center Staffing - When staffing shortages occur in the Communications Center due to unforeseen or exigent circumstances, Dispatcher/Jailers shall be called back to work under the following guidelines. Staffing shortages shall be determined by the number of fully-trained personnel actually on duty in conjunction with the amount and type of work actually needed or logically anticipated on any given watch.

- a) Personnel shall be called for duty by or at the direction of the Watch Commander responsible for the hours of duty to be worked. The three (3) hour minimum call back time, as per this MOU, shall apply.
  - 1) Personnel by Watch  
The first option to work overtime shall be given to other Dispatchers/Jailers assigned to the watch suffering the shortage who are on scheduled days off.

2) Seniority

The second option to work overtime shall be given to Dispatcher/Jailers assigned in the Communication Center on scheduled days off by seniority.

- b) Any Dispatcher working an overtime shift must be able to perform all duties of dispatch and jail procedures, with the exception of a dispatcher on light duty. The purpose of this is to eliminate personnel in a training status or an unqualified person from working overtime shifts.
- c) A current seniority list shall be maintained in the Communication Center with an updated work schedule maintained by the Services Division Supervisor and Patrol Watch Commander(s). Dispatch will be responsible for call in/call backs at the Watch Commander's direction. Failure by dispatch to follow this procedure will not subject the City to unwarranted overtime.
- d) Vacations and Holidays - Vacation time shall not be canceled due to short-term staffing shortages unless conditions exist which require a total departmental call-out. Holidays shall be canceled in part or fully only as a last resort, but should it become necessary to cancel a scheduled holiday, the employee will be given at least forty-eight (48) hours' notice of the cancellation. If such notice is not given, the employee will be paid at a rate of time and one half (1 ½) for the actual hours worked.

An employee who is on a first-pick schedule vacation will not be compelled to come to work on the vacation days or adjacent regular days off unless exigent circumstances exist. Staffing shortages will not be considered exigent circumstances for the purposes of this subsection only. Exigent circumstances would include, but not be limited to, natural disasters, riots, total department call-outs, etc.

- e) Duties - Personnel called back for work shall perform all the regular duties required in a regular work day and shall appear in uniform.

### **ARTICLE III – BILINGUAL DISPATCHERS**

- 3.1 Unit members who have demonstrated a proficiency in the Spanish language shall receive \$150.00 per month. The City shall be the sole judge as to whether a member has the necessary proficiency.

### **ARTICLE IV – INCENTIVE PAY**

- 4.1 A \$165 per month (\$76.15 per pay period) incentive pay allowance shall be paid to members who are trained in a Post Certified Field Evidence Technician (FET) course and are on the call out roster for Field Evidence Technicians. The Latent Print Examiner classification will receive the same incentive as FET.
- 4.2 Employees who have either an AA degree or Intermediate POST certificate will receive \$150 per month. Employees who have a BA degree or Advanced POST certificate shall receive \$225 per month. These amounts are not cumulative.

**ARTICLE V – UNIFORM ALLOWANCE**

- 5.1 The uniform allowance shall be \$950 annually paid bi-weekly in conjunction with regular pay checks.
- 5.2 In the event of pregnancy, maternity uniforms shall be required. Jailers shall wear a navy blue maternity top with a navy blue or black maternity skirt or slacks; Community Services Officers shall wear similar garments of a blue color.
- 5.3 The City agrees to repair or replace both personal and City owned uniforms, equipment and property, except for jewelry, damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement costs shall not exceed reasonable cost. Receipts will be required prior to reimbursement.

**ARTICLE VI - COURT APPEARANCES**

- 6.1 An employee serving on jury duty is entitled to keep any monies paid them for jury duty.
- 6.2 If an employee has jury duty he/she shall not be scheduled to work eight (8) hours preceding or following jury duty at no cost to the employee.
- 6.3 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive their full pay while so doing with no loss of time if said employee is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half (1 ½) times their regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Police Chief or designee must be notified in writing of the off duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

**ARTICLE VII – ADDITIONAL COMPENSATION/LOYALTY PROGRAM**

- 7.1 After completing ten years of service with the LPDA, employees shall receive an annual loyalty compensation amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty (20) years of service with the LPDA. Employees who have completed 20 years of service with the LPDA will receive an annual loyalty compensation amount of \$3,000 on November of the year following completion of twenty (20) full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31<sup>st</sup> meet the service level requirements (either ten full years or 20 full years from the first day of the month in which they started their employment with the LPDA) shall receive the loyalty compensation associated with their years of service with the LPDA.

The incentive in this article is limited to employees hired prior to July 17, 2012.

### **ARTICLE VIII - SAFETY**

- 8.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this. The City and the LPDA mutually agree that during the ensuing year at least two joint meetings will be held in order to develop a mutually satisfactory safety program.

## **CHAPTER 2 – LEAVES**

### **ARTICLE IX - CATASTROPHIC LEAVE**

- 9.1 Catastrophic leave is available to employees in accordance with the City's current Catastrophic Leave Policy.

### **ARTICLE X - HOLIDAYS**

- 10.1 Employees shall receive eleven (11) holiday days. Hours earned per pay period are dependent upon their work schedule. Schedules and hours received annually are as follows:

- |    |                  |           |
|----|------------------|-----------|
| a) | 12 hour schedule | 132 hours |
| b) | 10 hour schedule | 110 hours |
| c) | 8 hour schedule  | 88 hours  |

Holiday leave is to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be taken in one-hour increments during the calendar year.

- 10.2 Unused holiday leave may not be carried forward into the following calendar year but shall be paid off by the City at the employee's current straight time rate.

- 10.3 Employees hired after the first pay period of the year shall be credited with hours for each pay period remaining in the calendar year dependent upon the work schedule assigned. Schedule and hours received per pay period are as follows:

- |    |                  |                           |
|----|------------------|---------------------------|
| a) | 12 hour schedule | 5.07 hours per pay period |
| b) | 10 hour schedule | 4.23 hours per pay period |
| c) | 8 hour schedule  | 3.38 hours per pay period |

Employees separating after the first pay period of the year shall have their holiday balances reduced by a number of hours dependent upon work schedule assigned. Schedule and hours deducted per remaining pay period in the year are as follows:

- |    |                  |                           |
|----|------------------|---------------------------|
| a) | 12 hour schedule | 5.07 hours per pay period |
| b) | 10 hour schedule | 4.23 hours per pay period |
| c) | 8 hour schedule  | 3.38 hours per pay period |

If the employee does not have sufficient holiday hours remaining the difference in hours shall be reduced from other balances for which the employee would be paid.

**ARTICLE XI - LEAVES OF ABSENCE**

11.1 Leave of Absence is available to employees in accordance with the City’s current Leave of Absence policy.

**ARTICLE XII - SICK LEAVE**

12.1 All employees shall accumulate sick leave based on shift worked. Schedule is as follows:

12 hour workday	5.54 hours per pay period
10 hour workday	4.62 hours per pay period
8 hour workday	3.70 hours per pay period

12.2 Sick leave may be accumulated up to an unlimited amount.

12.3 Family sick leave may be used in accordance with Federal and State law.

**ARTICLE XIII - VACATION LEAVE**

13.1 0 - 1 year - none. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation will be credited to the employee’s account.

a) 1 through 5 years:	3.08 hours per pay period
b) 6 through 11 years:	4.62 hours per pay period
c) 12 through 14 years:	5.24 hours per pay period
d) 15 years and more:	6.16 hours per pay period

13.2 First choice vacation leave is picked by seniority. Second choice vacation leave is selected upon completion of first choice vacation leave. All vacation picks will be based upon seniority. However, if seniority is waived by an employee, the employee must wait until seniority list is exhausted prior to picking another vacation.

13.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee’s annual vacation entitlement. Whenever an employee’s unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City’s Policy of Vacation Leave.

**ARTICLE XIV - RESERVED**

**CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT**

**ARTICLE XV - DENTAL AND VISION INSURANCE**

- 15.1 The City will pay the full cost for employee dental premium and one-half (1/2) the premium for the employee's dependent for the current dental plan.
- 15.2 The City will provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.
- 15.3 The City reserves the right to select any dental or chiropractic carrier to administer the City's plan.

**ARTICLE XVI – MEDICAL INSURANCE**

- 16.1 All employees are offered medical insurance for themselves and dependent(s) through CalPERS medical plans. City shall pay one hundred percent (100%) of the premium for the employee's family category (Family, Employee + 1, Employee Only) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC).

If an employee waives medical insurance through the City of Lodi, the employee may at their option take the following in cash or deposited into their deferred compensation account:

- \$692.81 per month for Family
- \$532.92 per month for Employee + 1
- \$305.22 per month for Employee Only

In order to qualify for this provision, proof of group insurance must be provided to the City.

- 16.2 Effective January 1, 2014, the City will pay a monthly maximum of the following for each family category:
  - \$1,709.06 per month for Family
  - \$1,314.66 per month for Employee + 1
  - \$657.33 per month for Employee Only

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

- 16.3 If the Federal or State Government mandate changes in the present health care delivery systems the City and LPDA will reopen the MOU to meet and confer on the issue of health care.
- 16.4 The City will offer a chiropractic plan equivalent to Landmark benefit.
- 16.5 The City will maintain a flexible spending account to conform to IRS regulations to be used for premium contributions, dependent care, and/or unreimbursed medical payments for unit members.
- 16.6 Only one family member may carry employee and dependent coverage of City sponsored medical insurance.
- 16.7 The City intends to propose a cafeteria-based benefit program to be implemented in calendar year 2018 with an open enrollment period in 2017. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The City will form a committee comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan. The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members and the parties shall meet and confer over any changes.

#### **ARTICLE XVII - LONG TERM DISABILITY**

- 17.1 A long term disability program, which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% to a maximum of \$10,000 per month of the employee's basic salary in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City Policy on Long Term Disability.
- 17.2 The maximum length of coverage is three (3) years from date of disability.

#### **ARTICLE XVIII - LIFE INSURANCE COVERAGE**

- 18.1 The City will provide each covered member a \$25,000 accidental death policy in addition to any other life insurance policy or statutory payments that may be due to an employee in the event of death resulting from a line-of-duty injury.
- 18.2 The City will provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, the City will provide \$1,500 of life

insurance for an employee's spouse, dependent children under the age of twenty-four (24), and dependent disabled children.

### **ARTICLE XIX - DEFERRED COMPENSATION**

- 19.1 Employees may voluntarily participate in the City's Deferred Compensation plan as allowed by IRS Code 457(k).
- 19.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum three percent (3.0%) of the employee's gross salary.

### **ARTICLE XX - PERS**

- 20.1 The City agrees to provide the following retirement program and options and to pay the employer's cost for employees deemed to be "classic" employees by PERS:
- a) The 2.00% at 55 formula.
  - b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
  - c) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
  - d) The third level of 1959 survivor benefits.
  - e) 50% survivor continuation in the event of death after retirement.
  - f) Sick leave conversion.
  - g) Employee shall pay the full employee share of retirement costs (7%) as calculated by PERS in its annual actuarial valuation
- 20.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employee's Pension Reform Act of 2013 (PEPRA):
- a) The 2.00% at 62 formula.
  - b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
  - c) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
  - d) The third level of 1959 survivor benefits.
  - e) 50% survivor continuation in the event of death after retirement.
  - f) Sick leave conversion.

- g) Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

### **ARTICLE XXI - SICK LEAVE CONVERSION**

- 21.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) on the following basis:
  - a) After ten (10) years of employment by the City, fifty percent (50%) of the represented employee's unused sick leave shall be converted to months of medical insurance at the rate of one (1) month's premium for employee and dependent coverage for each day of unused sick leave as adjusted herein.
  - b) For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add two and one-half percent (2 1/2%) to the fifty percent (50%) before converting the unused sick leave to months of insurance.
- 21.2 The City shall pay up to the City's liability for medical insurance premiums for retiree and dependent. Alternatively, the employee may, at their option, choose to have a cash reimbursement for sick leave at the rate of one-third (1/3) of base pay per hour. Sick leave hours will be converted on the same basis as in Section 21.1.
- 21.3 In accordance with the sick leave conversion provisions, a surviving dependent may at their own expense continue medical insurance at the employee-only premium for the same period as if the employee had not died.
- 21.4 Represented employees who retire from the City of Lodi shall have the option of purchasing, at the employee's cost, additional medical insurance.
- 21.5 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 21.2.
- 21.6 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after November 8, 2004. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 21.1, the City will report they have zero hours of unused sick leave.
- 21.7 The City asserts that the November 8, 2004 date referenced in Section 21.6 is a scrivener's error and should properly be July 9, 1994. Association contests the City's position. As a resolution to this matter, the City shall establish a Retiree Health Savings Account (RHSA) for the following employees that were hired into this

bargaining group between July 9, 1994 and November 8, 2004. The City shall allocate a lump sum of \$75,000.00 to be distributed to the listed employees on a pro-rated amount based on their individual sick leave accrual as of the pay period ending May 17, 2015. The pro-rated amounts shall be deposited into the RHSA as soon as administratively possible. Beginning the first full pay period in 2016, the City shall contribute one percent (1%) of the employees' base bi-weekly salary, each pay period, into the RHSA until such time as the employee retires, resigns, or separates employment with the City of Lodi.

Maria Butterfield  
Tenneill Ramirez  
Jennifer Root

Jeff Humphrey  
Andrea Patterson  
Kimberly Van Tassell

Effective upon adoption, above named employees shall be required to make an irrevocable choice to either convert their previously earned sick leave as described above, moving the existing balance into a closed bank of hours (Bank A), which shall be available only for use as sick leave by the employee, or to decline the conversion as described above and maintain one bank of hours which may be used for sick leave by the employee and in accordance with Section 21.6 referencing PERS service credit provision. Hours in Bank A shall not be eligible for catastrophic leave donations.

Employees who opt into the RHSA shall have future sick leave hours deposited into Sick Leave Bank B. Sick Leave Bank B hours may be used by the employee for sick leave or towards CalPERS service credit upon retirement as described in Section 21.6. Sick Leave Bank B hours may also be donated under the City's catastrophic leave policy. Sick Leave Bank B hours shall be valued at the employee's current regular hourly rate of pay; however, these hours shall have no cash value.

Employees utilizing sick leave hours shall first draw from Bank A hours. If no Bank A hours exist, then Bank B hours shall be used.

## **ARTICLE XXII - TUITION REIMBURSEMENT**

- 22.1 Tuition reimbursement shall be available to employees as stated in the City's current Tuition Reimbursement policy.
- 22.2 The City shall allow LPDA members the option of using the funds referenced in section 22.1 for work-related training seminars, symposiums, etc., that are not reimbursable by the City. Up to \$300.00 per fiscal year may be used for tuition reimbursement to obtain an AA degree. All training and time off for training must be approved in advance by the department head.

## **ARTICLE XXIII - WORKERS' COMPENSATION**

- 23.1 When an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of their employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal the employee's regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.
- a) Bargaining unit members shall have the presumption afforded by Labor Code Section 3212.5 regarding pneumonia (but not heart trouble) and the presumption afforded by Labor Code Section 3212.6 regarding tuberculosis. Moreover, bargaining unit members who can establish exposure to bodily fluids shall have the presumption afforded by Labor Code Section 3212.8 regarding blood borne infectious diseases and MRSA and Labor Code Section 3212.9 regarding meningitis.
- 23.2 In the event an employee is injured or otherwise becomes disabled:
- a) By contact with a prisoner or member of the public in the course of employment or,
- b) While performing evidence technician assignments.

The City shall supplement the Workers' Compensation payment to the extent that the employee shall receive their regular salary and benefits for up to one (1) year. Thereafter, the employee may be eligible for the Long Term Disability (LTD) program, per Article XVII. Please refer to the City Policy on Long Term Disability

- 23.3 The City supplement will end at the earliest of the following:
- a) Permanent and stationary rating of employee.
- b) Return to duty or physician's release.

## **CHAPTER 4 – ASSOCIATION/CITY ISSUES**

### **ARTICLE XXIV - CITY RIGHTS**

- 24.1 Nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:
- a) decide the scope of service to be performed and the method of service
- b) hire and/or otherwise determine the criteria and standards of selection for employment
- c) fire, demote, suspend or otherwise discipline for just cause

- d) transfer employees from location to location and from time to time
- e) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason
- f) re-hire employees
- g) determine the allocation and content of job classification
- h) formulate and/or amend job descriptions
- i) to determine the need for overtime work subject only to contrary provisions of this MOU
- j) merge, consolidate, expand, curtail or discontinue operation temporarily or permanently in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable
- k) contract and/or subcontract any existing or future work
- l) control the use of equipment and property by the City
- m) determine the number, location and operation of headquarters, annexes, substations and or division thereof
- n) expand, reduce, alter, combine, assign or cease any job
- o) schedule and assign the work to the employees and determine the size and composition of the work force
- p) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved serviced, maintenance procedures, materials, facilities and equipment
- q) take whatever action may be necessary to carry out the mission and responsibility of the City and specifically the Police Department in unusual and/or emergency situations
- r) formulate, amend , revise, and implement standard operating procedures, rules, and regulations regarding the operation of the Police Department
- s) establish, amend, revise and implement any programs, and or procedures including an employee evaluation system
- t) require employees to observe and obey the City’s and Departmental policies, procedures, ordinances, resolutions, rules and regulations

However, the exercise by the City of the rights in the paragraph does not preclude employees of their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours, or other terms and conditions of employment.

**ARTICLE XXV - CHANGES IN MEMORANDUM**

- 25.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation, or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they were also modified by statute, applicable regulation or order of Court, or agreement of the parties.

## **ARTICLE XXVI - EMPLOYEE REPRESENTATION**

- 26.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Police Dispatchers Association (hereinafter referred to as "LPDA").

- a) The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. If the City intends to change a matter within the scope of representation under the Meyers-Millias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the LPDA. If the LPDA wishes to negotiate over such a matter, it shall notify the City within twenty (20) work days of notice, and the parties shall commence negotiations within twenty (20) work days of the LPDA's notification. If the LPDA does not respond within twenty (20) work days of the City's notification, the City will have no further obligation to negotiate over the matter.
- b) The terms and conditions of this MOU are applicable to all regular and probationary employees represented by LPDA. Those classifications are as follows:
- Community Services Officer
  - Dispatcher/Jailer
  - Lead Dispatcher/Jailer
  - Property & Evidence Technician

- 26.2 Dues - The City shall grant dues deduction to City employees who are members of the LPDA in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution."

- a) Any dues check-off cancellation or modification notice shall first be forwarded to LPDA for notation and then returned to Payroll prior to any change in members' dues check-off. In addition, any dues check-off cancellation or modification notice regarding the Police Officers' Association of Lodi (POAL) shall first be forwarded to POAL for notation and then returned to Payroll prior to any change in a member's dues check-off to POAL.

- b) The LPDA shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the LPDA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.
- c) Effective upon adoption of this Memorandum of Understanding (MOU) and for the purposes of the continued certification of LPDA as the recognized employee organization for this unit, employees in this unit who are or hereafter become members of LPDA shall maintain membership in good standing with LDPA for the life of this MOU, except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days from the expiration of this MOU. Such withdrawal must be in writing and delivered to LPDA and the Finance Department within the prescribed time frame.

- 26.3 The City agrees to furnish LPDA with a written notice of the City's intention to make changes in departmental rules, policies or procedures that would affect the working conditions of LPDA members, notwithstanding Article XXIV.
- 26.4 LPDA will have the right to use city facilities for association business subject to advance notice and availability.
- 26.5 If any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, City resolutions, or City ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

## **ARTICLE XXVII - EMPLOYEES RIGHTS**

- 27.1 Individual bargaining unit members may donate from their vacation or holiday leave time up to eight (8) hours per calendar year for Association business. The President may designate members of the Association to utilize this time. Only one member at a time may be absent unless it is mutually agreed that additional members may be absent. Five (5) days' advance notice of use of time shall be given.
- 27.2 The City will provide affected employees with copies of personnel orders as soon as the personnel orders are issued. Personnel orders are defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.
- 27.3 Any LPDA member who is to be interviewed concerning an act which, if proven, could reasonably result in disciplinary action will be afforded the following safeguards:
- a) LPDA member will be informed prior to the interview if the City believes the LPDA member is a suspect in the investigation.

- b) The LPDA member will be informed of the nature of the investigations and allegations and afforded the opportunity to consult with a LPDA representative prior to an interview. The LPDA member shall be allowed the right to have an LPDA representative present during the interview.
- c) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours except for emergencies or where interviews can be conducted by telephone. Section 27.3 (a) and (b) notwithstanding.
- d) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. No more than two (2) interviewers may be present at any one time.
- e) The employee shall be entitled to reasonable intermissions to attend to personal necessities.
- f) If the City tape records the interview, the member also has the right to tape the interview. If the interview is taped by either party that party must give notice of its intention.
- g) Interviews and investigations shall be concluded with no unreasonable delay.
- h) The employee shall be advised of the results of the investigation and any future action to be taken on the incident.
- i) When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who are to appear against the employee and/or whose statements may be used against the employee.

27.4 The performance of each LPDA member shall be evaluated annually. Performance evaluations shall be based on work performance related criteria.

- a) When an employee is rated unsatisfactorily in any category, the supervisor shall state the reason(s) for such rating and shall, if practicable, suggest means of improvement.
- b) After the evaluation is made, the employee shall be given a copy. Either the supervisor or employee may request to meet and discuss the evaluation.

27.5 Each employee shall, during normal business hours, have the right of access to their own personnel file. At the employee's request they shall be provided one copy of any document placed in the employee's file. LPDA members will be given a list of all personnel files held by the City and any department personnel used for promotion and disciplinary actions.

- a) An employee shall have the right to inspect and review any official record relating to their performance as an employee which is kept or maintained in the employee's personnel file. The City shall provide an opportunity for the employee to respond in writing to any information with which the employee disagrees. Such response shall become a permanent part of the employee's personnel record. The employee

shall be responsible for providing the written responses to be included as part of the employee's permanent record.

- b) The only persons permitted to have access to the contents of an employee's personnel folder, excluding background investigation references from previous employers, are the employee, their designated representative having the employee's signed authorization, and persons authorized by the City.
- c) Employees will receive a copy of all materials placed in their file. Written reprimands more than two (2) years old will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of misconduct as defined in the Department's Rules and Regulations.
- d) Anything less than a written reprimand shall be purged from an employee's personnel file after an evaluation is given. Requests to purge personnel files are the responsibility of the individual involved.

27.6 All special assignments available to LPDA members shall be posted and shall invite letters of interest from LPDA members.

27.7 All special assignment positions shall be limited to three (3) to five (5) years and will begin and end at shift pick changes. Those assigned will report to the immediate supervisor that is in charge of the department. The Chief reserves the right to ask for letters of interest during shift pick changes during this time. If no applications of interest have been submitted for the position, the employee holding the position may be extended for a period of two more years after the third year. It is also mutually agreed that assignments to Property Clerk and/or Court Liaison positions are at the sole discretion of the City of Lodi. No employee has property rights to such assignments and waives any appeals for assignment, reassignment, or transfer from this agreement.

## **ARTICLE XXVIII - GRIEVANCE PROCEDURE**

28.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the LPDA and the City.

- a) The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
- b) The term "day" means a working day, i.e. Monday through Friday excluding fixed City Hall holidays.
- c) A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPDA involving the interpretation, application, or enforcement of the express terms of the Agreement and other terms and conditions

of employment and matters of discipline which includes demotion, suspension, or discharge.

- d) As used in this procedure, the term "party" means an employee, the LPDA, the City, or the authorized representative of any party. The employee is entitled to representation through all the steps in the grievance procedure.

## 28.2 INFORMAL GRIEVANCE PROCEDURE

- a) An employee, the LPDA, or their representative having an issue arising from employment in the municipal service shall seek adjustment of the issue initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the issue. Should the immediate supervisor be unable to make a satisfactory adjustment, or is a party to the issue, the employee, LPDA, or their representative may seek adjustment through either verbal or written contact to the next higher level of supervision up to and including the Chief of Police who shall render a decision in writing within ten (10) working days of hearing the appeal. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.
- b) Should the employee, LPDA or their representative, progress through the above steps and find that the Department Head is unable to make a satisfactory adjustment within the timeframe given, or is a party to the issue, the employee, LPDA, or their representative may seek adjustment through the formal grievance procedure. Any decision by City at this step shall be a written decision rendered within ten (10) working days of hearing the appeal.

## 28.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten (10) working days of the last time deadline of the Informal Procedure, file a Formal Grievance. The steps of the Formal Grievance Procedure are as follows:

### STEP A

Class action grievances are filed, in writing, with the City Manager and can only be made by the LPDA president or representative upon the authority of the LPDA. Grievances that affect individual employees may be filed, in writing, with the City Manager by the affected employee, the LPDA, or their representative. The City Manager shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee, LPDA, or their representative may proceed to Step B within ten (10) working days.

### STEP B

The employee, LPDA, or their representative shall file an appeal of the City Manager's decision to the City Clerk. Within fifteen (15) days of the receipt of the appeal, the City Clerk shall begin the process of establishing a list of eligibles for a Personnel Board of

Review. The Personnel Board of Review shall hold a public hearing, unless the grievant desires a closed hearing, within thirty (30) working days of the filing of the appeal with the City Clerk. The Personnel Board of Review has no power to add to, subtract from or modify the terms or conditions of this MOU; nor, do they have any power to add a greater form of disciplinary action than that which was originally grieved. Within fifteen (15) days after the hearing, the Personnel Board of Review shall submit a written statement of findings and directions to the City Manager, the employee, and the LPDA. The directions of the Board shall be binding on all parties to the MOU.

The Personnel Board of Review shall be constituted as follows:

- 1) Both the LPDA and the City will select a representative to serve on the three-member board. Board members must be registered to vote in the City of Lodi and may not be a current or former elected official, employee of the City, or related to a present or former elected official or employee of the City.
- 2) The City Clerk shall submit the names of seven (7) persons applying for positions to the Personnel Board of Review to both parties. The criteria of qualifications are the same as in Step One. If there are not seven (7) persons from the list each party may select from the available names or ask the City Clerk to post for a vacancy(ies ). If there are more than seven (7) names, seven (7) names will be drawn by lot which shall be witnessed by the parties chosen in Step One.
- 3) The two persons selected in Step One shall select a third member from the list, either by agreement, lot, striking names, or any other means the two can agree upon.

28.4 Any employee shall have the right to appeal letters of reprimand and suspensions of three (3) days or less through the chain of command up to the Police Chief or designee. The decision of the Police Chief or designee is final and binding and not subject to further appeal.

#### 28.5 FAILURE TO MEET TIME REQUIREMENTS

Failure by either party to meet any of the aforementioned time limits shall result in the following action:

Failure by an employee to take the initial grievance action within the twenty (20) working days given in the Informal Grievance Procedure will result in forfeiture of the grievance. Failure of management to meet any of the time limits set forth on any step in this grievance procedure will give the employee the right to automatically proceed to the next level of appeal. This action must be taken within ten (10) working days of the last date of the time limit which management failed to meet.

### **ARTICLE XXIX - MUTUAL CONSENT CONTINGENCY**

29.1 This Agreement may be amended any time with the mutual consent of the City and LPDA. Such amendment must be in writing and attached to all executed copies of this Agreement.

**ARTICLE XXX - NO STRIKES**

30.1 The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or city services during the term of this MOU.

**ARTICLE XXXI - RESERVED**

**ARTICLE XXXII - PROBATION**

32.1 All appointments to positions in the classified service shall be subject to a probationary period of eighteen (18) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.

32.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

- 1) Vacation Leave - See Article XIII for the vacation leave schedule.
- 2) The use of the Grievance Procedure to grieve termination.
- 3) The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. The LPDA shall be notified of all extensions.
- 4) Probation shall be extended for the same time as any leaves of absence.

32.3 In the event an employee is promoted and is rejected by the appropriate department head, the employee shall be reinstated to the position from which the employee was promoted unless charges are filed and the employee is discharged. The seniority and status of a rejected candidate shall continue as before.

**ARTICLE XXXIII - PROMOTION**

33.1 The City and the LPDA mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interests of the City.

**ARTICLE XXXIV - SENIORITY**

- 34.1 Seniority, for purposes of city employee benefits is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:
- a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights;
  - b) on duty with the National Guard'
  - c) is absent due to industrial injury;
  - d) on leave of absence; or
  - e) absent due to layoff for a period of less than twelve (12) consecutive months.
- 34.2 Seniority for purposes of shift selection, overtime, holiday selection, and vacation leave shall be defined as total time in service as a member of the bargaining unit. Should a member of the unit leave membership for any reason and return to membership within twelve (12) months, seniority shall be as if the member never left.
- 34.3 Seniority, as defined above, shall be the method utilized for shift selection and vacation leave.
- 34.4 In the event an employee completes training before another employee with the same or more City seniority for purposes specified in section 34.2, the employee completing training first will have seniority for purposes of shift selection.

### **ARTICLE XXXV - STATUS**

- 35.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.
- a) A regular employee is defined as an employee who has (twelve) 12 months or more seniority with the City in full-time employment, except as provided for in Article XXXII - Probation.
  - b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of (twelve) 12 months of continuous full-time service with City, a probationary employee shall be given the status of a regular employee.
  - c) A temporary employee is an employee hired on a full-time basis to temporarily fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

**ARTICLE XXXVI - TERM**

- 36.1 All terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is January 1, 2015 through December 31, 2017.
- 36.2 The LPDA and City will commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

**CITY OF LODI  
AND  
LODI POLICE DISPATCHERS ASSOCIATION  
2015**

Lodi Police Dispatchers Association:

City of Lodi:

\_\_\_\_\_  
Andrea Patterson  
Dispatcher/Jailer

\_\_\_\_\_  
Stephen Schwabauer  
City Manager

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

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

\_\_\_\_\_  
Jaime Worthen  
Dispatcher/Jailer Supervisor

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

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

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

\_\_\_\_\_  
Jennifer Root  
Dispatcher/Jailer

\_\_\_\_\_  
Adele Post  
Human Resources Manager

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

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

Attest:

\_\_\_\_\_  
Kim VanTassel  
Property & Evidence Technician

\_\_\_\_\_  
Jennifer M. Ferraiolo  
City Clerk

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

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

Approved as to form:

\_\_\_\_\_  
Aaron Donato  
Chief Negotiator

\_\_\_\_\_  
Janice D. Magdich  
City Attorney

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

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

**EXHIBIT A**

Salary Effective January 5, 2015

<b>Occupation Title</b>	<b>Job Code</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Community Service Officer-P.D.	6400	3692.92	3877.57	4071.46	4275.03	4488.77
Dispatcher/Jailer	6410	4202.48	4412.60	4633.24	4864.90	5108.14
Lead Dispatcher/Jailer	6420	4412.57	4366.20	4864.85	5108.10	5363.50
Property & Evidence Technician	6440	3692.92	3877.57	4071.46	4275.03	4488.77

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

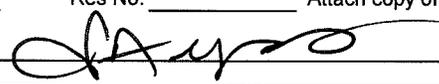
CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers, Deputy City Manager	5. DATE:	5/20/15
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Unreserved Fund Balance	\$ 96,674.00
B. USE OF FINANCING	100	10031004	71001	Regular Salary	\$ 21,674.00
	100	10031004	71031	Other Benefits	\$ 75,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>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.</p> <p><b>2014/15 contract changes for Dispatch, including \$75,000 one-time funding of Retiree Health Savings Account in settlement of disputed Sick Leave Conversion provision</b></p>

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

Meeting Date: 5/20/15 Res No: \_\_\_\_\_ Attach copy of resolution to this form.

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

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving the Reclassification of One Library Assistant to the Position of Senior Library Assistant

**MEETING DATE:** May 20, 2015

**SUBMITTED BY:** Human Resources Manager

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**RECOMMENDED ACTION:** Adopt resolution approving reclassification of one Library Assistant to the position of Senior Library Assistant.

**BACKGROUND INFORMATION:** The Human Resources Department received a request to conduct a classification study for one Library Assistant. As such, Human Resources conducted a classification study and recommends that the employee be reclassified to the position of Senior Library Assistant.

This Communication requests Council approve the reclassification of one Library Assistant to the classification of Senior Library Assistant, retroactive to July 16, 2014 (the date of the original reclassification request). This request was made because the incumbent believes she is performing work that is beyond the current classification. The reclassification study confirmed that the employee is performing a substantial amount of work that is at the level of a Senior Library Assistant, including supervision of part-time staff and over site of several library programs. The employee has been performing many of these duties for a significant period of time. The Senior Library Assistant classification more accurately reflects the duties being performed.

The Senior Library Assistant salary range is \$35,575.68 - \$43,242.48, which is approximately 10 percent above the current salary range for the Library Assistant. The General Services unit has approved the request to reclassify one Library Assistant to Senior Library Assistant, retroactively.

The approximate increase for Fiscal Year 2014/15 is \$4,000.

**FISCAL IMPACT:** The fiscal impact in FY 2014/15 would be approximately \$4,000, including benefits.

**FUNDING AVAILABLE:** Funding available from the department's operating budget.

\_\_\_\_\_  
Adele Post, Human Resources Manager

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

---

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

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE RECLASSIFICATION OF ONE  
LIBRARY ASSISTANT POSITION  
TO SENIOR LIBRARY ASSISTANT WITHIN THE  
LIBRARY DEPARTMENT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve reclassification of one Library Assistant position to Senior Library Assistant within the Library Department, retroactive to July 16, 2014.

Dated: May 20, 2015

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I hereby certify that Resolution No. 2015-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held May 20, 2015 by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Ordinance No. 1902 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 12 – Streets, Sidewalks and Public Places – by Repealing and Re-enacting Chapter 12.12, 'Parks,' in its Entirety; and Further Repealing and Re-Enacting Chapter 12.16, 'Permits for Use of City Facilities,' in its Entirety"

**MEETING DATE:** May 20, 2015

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1902.

**BACKGROUND INFORMATION:** Ordinance No. 1902 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 12 – Streets, Sidewalks and Public Places – by Repealing and Re-enacting Chapter 12.12, 'Parks' in its Entirety; and Further Repealing and Re-Enacting Chapter 12.16, 'Permits for Use of City Facilities,' in its Entirety" was introduced at the regular City Council meeting of May 6, 2015.

**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 and reflects the changes requested by the Council at the May 6, 2015 meeting regarding tobacco use in parks.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

JMF/PMF  
Attachment

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

ORDINANCE NO.1902

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING  
LODI MUNICIPAL CODE TITLE 12 – STREETS, SIDEWALKS  
AND PUBLIC PLACES, BY REPEALING AND RE-ENACTING  
CHAPTER 12.12 – “PARKS” IN ITS ENTIRETY; AND FURTHER  
REPEALING AND RE-ENACTING CHAPTER 12.16 – “PERMITS  
FOR USE OF CITY FACILITIES” IN ITS ENTIRETY

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NOW, THEREFORE, BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 12.12 “Parks” is hereby repealed and re-enacted in its entirety to read as follows:

CHAPTER 12.12

RECREATIONAL AREAS

Article I. General Provisions

- 12.12.005 Purpose.
- 12.12.010 Definitions.
- 12.12.012 Administration.
- 12.12.014 Fees and charges.

Article II. General Rules

- 12.12.016 Certain Recreational Areas restricted to specific users.
- 12.12.018 Violation—Misdemeanor, unless otherwise specified.
- 12.12.020 Domestic animals.
- 12.12.030 Solicitation.
- 12.12.040 Fires.
- 12.12.045 Glass bottles or similar containers, alcoholic beverages and/or tobacco products—Prohibited in certain posted Recreational Areas.
- ~~12.12.047 Smoking prohibited.~~
- 12.12.050 Entering closed areas.
- 12.12.055 Interfering with parks and recreation programs.
- 12.12.060 Commercial activity.
- 12.12.070 Advertising.
- 12.12.080 Posting signs.
- 12.12.090 Vandalism of buildings and improvements.
- 12.12.100 Removal of natural resources.
- 12.12.110 Damaging trees and plants—Digging.
- 12.12.120 Climbing—Inappropriate sitting.
- 12.12.130 Hunting—Wild animal molestation.
- 12.12.140 Feeding animals.
- 12.12.145 Bathing, swimming and wading—Designated areas.
- 12.12.150 Bathing, swimming and waterskiing—Where permitted.
- 12.12.160 Bathing, swimming and waterskiing—Hours.
- 12.12.170 Beach structures.
- 12.12.180 Boating—Where permitted.
- 12.12.190 Boating—Safety.

- 12.12.200 Boating—Hours.
- 12.12.210 Picnic areas—Use.
- 12.12.220 Picnic areas—Availability.
- 12.12.230 Picnic areas—Sharing.
- 12.12.240 Picnic areas—Cleanup.
- 12.12.250 Games.
- 12.12.255 Lodi Lake Nature Area—Prohibited activities.
- 12.12.257 Exclusion of individuals.
- 12.12.258 Use of park equipment for exercise.

#### Article III. Traffic

- 12.12.260 Motor vehicle laws.
- 12.12.270 Direction.
- 12.12.280 Signs and signals.
- 12.12.290 Use of roads.
- 12.12.300 Parking—Where permitted.
- 12.12.305 Lodi Lake Park—Vehicle entry restrictions.
- 12.12.310 Parking—Double parking.
- 12.12.320 Bicycles—Safe operation.
- 12.12.330 Bicycles—Where permitted.
- 12.12.340 Bicycles—Extra rider.
- 12.12.350 Bicycles—Rack use.
- 12.12.360 Bicycles—Improper parking.

#### Article IV. Enforcement

- 12.12.370 Authorized officers.
- 12.12.380 Ejection of violators.
- 12.12.390 Seizure of property.

#### Article V. Skate Parks

- 12.12.410 Skateboarding, roller-skating, and bicycling prohibited in certain areas; skate park regulations.
- 12.12.420 Skate park regulations.
- 12.12.430 Violations.

#### Article VI. Waterfowl and Migratory Birds

- 12.12.510 Purpose.
- 12.12.520 Definitions.
- 12.12.530 Prohibited conduct.
- 12.12.540 Violations and penalties.
- 12.12.550 Enforcement.

#### Article I. General Provisions

- 12.12.005 Purpose.
- 12.12.010 Definitions.
- 12.12.012 Administration.
- 12.12.014 Fees and charges.

12.12.005 Purpose.

The purpose of this chapter is to regulate the use of City parks and park facilities so that all persons may enjoy and make use of such parks and park facilities, and to protect the rights of those in the surrounding areas.

12.12.010 Definitions

For the purpose of this chapter, certain terms, phrases and words are defined as follows:

- A. "Annual" when used to define the term of a Park Permit shall refer to a calendar year.
- B. "Athletic Field" means a piece of land traditionally used for organized athletic or sporting event(s), including the adjoining spectator area.
- C. "Commercial Activity" means soliciting, selling, hawking, peddling, advertising, promoting or providing any goods, wares, merchandise, services, liquids or edibles for human consumption, distributing circulars, or utilizing Recreational Areas to complete the terms of a sale or provide a service as a result of a sale, or for an activity utilizing Recreational Areas that is conducted by a business, its employees or agents.
- D. "Department" means the Parks, Recreation and Cultural Services Department.
- E. "Director" means the person who holds the title of Parks, Recreation and Cultural Services director in the city.

~~F. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance including spices, herbs, or plant material that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.~~

GE. "Recreational Area" means any area, including streets and sidewalks, that is publicly owned, controlled or used by the City of Lodi, and open to the general public for recreational purposes, regardless of any fee or age requirement. The term "Recreational Area" includes, but is not limited to, parks, picnic areas, playgrounds, sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, skateboard parks, amusement parks, and beaches."

HG. "Service Animal" means any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

~~I. "Smoking" or "smoke" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.~~

JH. "Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn or self-propelled. The term includes any trailer in tow of any size, kind or description. Exception is made for baby carriages or strollers, and vehicles in the service of Recreational Areas.

12.12.012 Administration.

A. All Recreational Areas, as defined herein, are under the administrative jurisdiction of the Director.

B. The Director shall, in connection with his or her other duties, diligently enforce the provisions of this chapter.

12.12.014 Fees and charges.

The Director shall, from time to time, submit a schedule of fees and charges to be imposed for the use of Recreational Areas under the Director's jurisdiction, which fees and charges shall be effective upon adoption thereof by resolution of the city council. The Director shall collect the fees and charges for the use of designated Recreational Areas.

## Article II. General Rules

12.12.016 Certain Recreational Areas restricted to specific users.

12.12.018 Violation—Misdemeanor, unless otherwise specified.

12.12.020 Domestic animals.

12.12.030 Solicitation.

12.12.040 Fires.

12.12.045 Glass bottles or similar containers, alcoholic beverages and/or tobacco products—Prohibited in certain posted Recreational Areas.

~~12.12.047 Smoking prohibited.~~

12.12.050 Entering closed areas.

12.12.055 Interfering with parks and recreation programs.

12.12.060 Commercial activity.

12.12.070 Advertising.

12.12.080 Posting signs.

12.12.090 Vandalism of buildings and improvements.

12.12.100 Removal of natural resources.

12.12.110 Damaging trees and plants—Digging.

12.12.120 Climbing—Inappropriate sitting.

12.12.130 Hunting—Wild animal molestation.

12.12.140 Feeding animals.

12.12.145 Bathing, swimming and wading—Designated areas.

12.12.150 Bathing, swimming and waterskiing—Where permitted.

12.12.160 Bathing, swimming and waterskiing—Hours.

12.12.170 Beach structures.

12.12.180 Boating—Where permitted.

12.12.190 Boating—Safety.

12.12.200 Boating—Hours.

12.12.210 Picnic areas—Use.

12.12.220 Picnic areas—Availability.

12.12.230 Picnic areas—Sharing.

12.12.240 Picnic areas—Cleanup.

- 12.12.250 Games.
- 12.12.255 Lodi Lake Nature Area—Prohibited activities.
- 12.12.257 Exclusion of individuals.
- 12.12.258 Use of park equipment for exercise.

12.12.016 Certain Recreational Areas restricted to specific users.

The Director may designate in writing and by posting at the site, certain Recreational Areas or portions thereof, which are available for exclusive use only upon obtaining a Park Permit pursuant to Section 12.16.130.

12.12.018 Violation—Misdemeanor unless otherwise specified .

Any person who violates any provision of this chapter is guilty of a misdemeanor, unless otherwise specified, and upon conviction thereof, shall be punished by a fine of not exceeding the maximum prescribed by law.

12.12.020 Domestic animals.

A. Animals Prohibited. Notwithstanding subsection B of this section, no person having care or custody of a dog or other domestic animal shall allow such animal in any Recreational Area, whether restrained or at large. For purposes of this section, an animal is "at large" unless tied, restrained by chain, strap or cord attached to its collar and actually held by some person or tied or restrained in an automobile or other vehicle, or unless staked or fastened or kept securely in an enclosure. This section shall not apply to dogs used by public law enforcement agencies, Service Animals, or to animals in parking lots or walkways adjacent to Recreational Areas.

B. Exceptions. The Director shall be authorized to designate, by appropriate signs, specified Recreational Areas, or portions of Recreational Areas in which it shall be permissible to allow dogs to be present without leashes or other restraints. The owner or handler of any dog present in such designated Recreational Areas shall be required upon request to present proof of a current rabies vaccination and licensing for such animal.

C. Cleanup Required. It shall be the duty of any person having care or custody of any animal in a Recreational Area to clean up after such animal. All waste shall be collected by such persons and deposited in an appropriate receptacle or container.

12.12.030 Solicitation.

No person in a Recreational Area shall solicit alms or contributions for any purpose, whether public or private, without the explicit consent of the Director.

12.12.040 Fires.

No person in a Recreational Area shall build or attempt to build a fire except in such areas and under such regulations as may be designated by the Director. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other flammable material within any Recreational Area or on any highway, road or street abutting or contiguous thereto.

12.12.045 Glass bottles or similar containers, alcoholic beverages and/or tobacco products—Prohibited in certain posted Recreational Areas.

The Director may designate, by appropriate signs, those Recreational Areas in which it shall be illegal to utilize or possess glass bottles or similar containers, ~~and~~ alcoholic beverages and or tobacco products of any nature. In such posted facilities, it is unlawful for any person to have in his or her possession any bottle or similar glass container or to possess or consume any alcoholic beverage or to smoke or otherwise use tobacco products.

~~12.12.047—Smoking prohibited.~~

~~A.—It shall be unlawful for any person to Smoke (as defined in Section 12.12.010(I)) or use an Electronic Smoking Device (as defined in Section 12.12.010(F)) or use any tobacco product at any time, in or upon any Recreational Area, including Hutchins Street Square. Exceptions shall be made for the use or possession of prescription nicotine products.~~

~~B.—Smoking is prohibited during the performance or conduct of any City conducted or sponsored events in Recreational Areas, including but not limited to concerts, sports, entertainment, plays, ceremonies, carnivals, fairs, or training in any such location. Notwithstanding the foregoing, the Director is authorized to designate restricted areas within which the products containing tobacco or nicotine may be used at such a City conducted or sponsored event.~~

12.12.050 Entering closed areas.

A. No person shall be present in any Recreational Area during the days and hours that such Recreational Area is designated by the Director as closed. Such days and hours shall be posted on signs at the entrances to such Recreational Area.

B. Further, no person shall enter or be in an area posted as "Closed to the Public," or any fenced Recreational Area in which the entry gates are locked, nor shall any person use, aid or abet the use of any such area in violation of the posted notices.

12.12.055 Interfering with Parks, Recreation and Cultural Services programs.

No person shall be present on any schoolyard or park within ten feet of the field of play of any field being used by a Department affiliated youth program for play, practice, or a game unless that person:

- A. Is a city approved volunteer or employee who has received Department of Justice fingerprint clearance; or
- B. Is a youth member of the team and/or program.

12.12.060 Commercial activity.

A. No person in a Recreational Area shall engage in any Commercial Activity in a Recreational Area as defined in Section 12.12.010 without a Park Permit issued by the Director or his/her designee as specified in Section 12.16.130. Such prohibition shall include sales activities that encroach on the sales rights of a vendor authorized to sell such products or services pursuant to a concession contract with the Department.

B. Commercial Activities, as defined in Section 12.12.010, are prohibited at Lodi Lake Park, except for those by a licensed concessionaire acting by and under the authority of the Director, those associated with a rental of a Lodi Lake Park facility with Department permission, or photographers who have obtained a Park Permit from the Department.

C. Commercial Activities as defined in Section 12.12.010, are prohibited in all Recreational Areas on weekends and city holidays except for those made by a licensed concessionaire acting by and under the authority of the Director, those associated with a park facility rental with Department permission, or photographers who have obtained a Park Permit from the Department.

12.12.070 Advertising.

No person in a Recreational Area shall announce, advertise or call the public attention in any way to any article or service for sale or hire.

12.12.080 Posting signs.

No person in a Recreational Area shall paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a Recreational Area, except for Department employees acting in the course and scope of their duties.

12.12.090 Vandalism of buildings and improvements.

No person in a Recreational Area shall willfully mark, deface, disfigure, injure, tamper with or displace or remove any building, bridges, tables, benches, fireplaces, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

12.12.100 Removal of natural resources.

No person in a Recreational Area shall dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, downed timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency.

12.12.110 Damaging trees and plants—Digging.

No person in a Recreational Area shall damage, cut, carve, transplant or remove any tree or plant or injure the bark or pick the flowers or seeds of any tree or plant, nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any Recreational Area.

12.12.120 Climbing—Inappropriate sitting.

No person in a Recreational Area shall climb any tree or wall, stand or sit upon monuments, vases, fountains, railings or fences or upon any other property not designated or customarily used for such purposes.

12.12.130 Hunting—Wild animal molestation.

No person in a Recreational Area shall hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal or bird, nor shall he remove or have in his possession the young of any wild animal, or the eggs or nest or young of any bird.

12.12.140 Feeding animals.

No person in a Recreational Area shall give or offer, or attempt to give to any animal or bird any tobacco, alcohol or other known noxious substances.

12.12.145 Bathing, swimming and wading—Designated areas.

No person in a park shall swim, bathe and/or wade in any waters or waterway in or adjacent to any Recreational Area, except in areas which have been designated by the Director as areas where the activity is allowed. The areas where swimming, bathing and/or wading is allowed shall have official signs erected, designating the areas, and giving notice that the activity is allowed.

12.12.150 Bathing, swimming and waterskiing—Where permitted.

No person in a Recreational Area shall swim, bathe, wade, or water ski in any waters or waterways in or adjacent to any Recreational Area, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are set forth in this chapter or may be adopted, nor shall any person frequent any waters or places customarily designated for the purpose of swimming, bathing or waterskiing, or congregate thereat when such activity is prohibited by the Director upon a finding that such use of the water would be dangerous or otherwise inadvisable.

12.12.160 Bathing, swimming and waterskiing—Hours.

No person in a Recreational Area shall frequent any waters or places designated for the purpose of swimming or bathing, or congregate thereat, except between such hours of the day as are designated by the Director for such purposes for each individual area.

12.12.170 Beach structures.

No person in a Recreational Area shall erect, maintain, use or occupy on or in any beach or bathing area any tent, shelter or structure of any kind unless there is an unobstructed view into such tent, shelter or structure from at least two sides; nor shall any guy wire, rope or extension, or exterior brace or support, be connected or fastened from any such structure to any other structure, stake, rock or other object outside of the structure.

12.12.180 Boating—Where permitted.

No person in a Recreational Area shall bring into or operate any boat, raft or other watercraft, whether motor-powered or not, upon any waters, except at places designated for boating by the Director. Such activity shall be in accordance with applicable regulations as of the effective date of the ordinance codified in this chapter or may thereafter be adopted.

12.12.190 Boating—Safety.

No person in a Recreational Area shall navigate, direct or handle any boat in such a manner as to unjustifiably or unnecessarily annoy or frighten or endanger the occupants of any other boat.

12.12.200 Boating—Hours.

No person in a Recreational Area shall launch, dock or operate any boat of any kind on any waters between the closing hour of the park at night and opening hour the following morning, nor shall any person be on, or remain on or in any boat during the closed hours of the Recreational Area, except as otherwise authorized by the Director.

12.12.210 Picnic areas—Use.

No person in a Recreational Area shall picnic or lunch in a place other than those designated for that purpose. Attendants shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.

12.12.220 Picnic areas—Availability.

No person in a Recreational Area shall violate the regulation that use of the individual fireplaces together with tables and benches follows generally the rule of "First come, first served."

12.12.230 Picnic areas—Sharing.

No person in a Recreational Area shall use any portion of the picnic areas or of any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded.

12.12.240 Picnic areas—Cleanup.

No person in a Recreational Area shall leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

12.12.250 Games.

A. No person in a Recreational Area shall take part in or abet the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football, baseball and quoits is prohibited except on the fields and courts or areas provided therefor. Roller skating shall be confined to those areas specifically designated for that pastime.

B. No person shall play or engage in any activity other than tennis or ancillary activities prior to playing tennis on park tennis courts without the Director's express permission.

12.12.255 Lodi Lake Nature Area—Prohibited activities.

No person shall, within the nature area of Lodi Lake Park:

- A. Ride, walk or operate any bicycle, tricycle, or similar human-powered conveyance, except upon the main trails, as designated by appropriate signs indicating bicycles are permitted. This section shall not apply to any law enforcement or parks department employee while carrying out his or her official duties, or any person with a physical disability;
- B. Conduct or participate in any organized track and field or athletic event, without first obtaining written consent of the Director. As a matter of city policy to prevent overuse of and damage to the nature area, such consent shall be given only for cross country events and only to those organizations that had conducted cross country events in the nature area during the twelve-month period immediately prior to April 1, 1991. In the event any organization qualifying for cross country events under this section shall fail to conduct a cross country event during any twelve-month period, consent shall be denied thereafter.
- C. Violation of this section shall be an infraction.

12.12.257 Exclusion of individuals.

The Director may exclude from any Recreational Area any individual whose presence is detrimental to the enjoyment of the facility by others, or whose conduct is offensive to the public and a nuisance. Such person may appeal his exclusion to the City Manager pursuant to Section 12.16.210 of this Code.

12.12.258 Use of Park equipment for exercise.

- A. No person shall place any equipment or object to be used for fitness or athletic activity weighing more than twenty-five (25) pounds within any Recreational Area without prior written authorization by the Director.
- B. The Director may authorize the use of equipment excluded under Section A above, with conditions, if he/she determines that the proposed use of such equipment:
  - 1. Will not damage public property;
  - 2. Will not interfere with the public’s use and enjoyment of the Recreational Area; and
  - 3. Will not interfere with the normal operations of the Recreational Area.

C. No person shall use picnic tables, barbecues, playground equipment or other Recreational Area amenities except for their intended use.

Article III. – Traffic

12.12.260 Motor vehicle laws.

- 12.12.270 Direction.
- 12.12.280 Signs and signals.
- 12.12.290 Use of roads.
- 12.12.300 Parking—Where permitted.
- 12.12.305 Lodi Lake Park—Vehicle entry restrictions.
- 12.12.310 Parking—Double parking.
- 12.12.320 Bicycles—Safe operation.
- 12.12.330 Bicycles—Where permitted.
- 12.12.340 Bicycles—Extra rider.
- 12.12.350 Bicycles—Rack use.
- 12.12.360 Bicycles—Improper parking.

12.12.260 Motor vehicle laws.

No person in a Recreational Area shall fail to comply with all applicable provisions of the state motor vehicle traffic laws in regard to equipment and operation of vehicles, together with such regulations as are contained in this chapter and other ordinances.

12.12.270 Direction.

No person in a Recreational Area shall fail to obey all traffic officers and Department employees, such persons being authorized and instructed to direct traffic whenever and wherever needed in the Recreational Areas and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of the regulations of this article and such supplementary regulations as may be issued subsequently by the Director.

12.12.280 Signs and signals.

No person in a Recreational Area shall fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property.

12.12.290 Use of roads.

No person in a Recreational Area shall drive any vehicle on any area except the paved roads or parking areas, or such other areas as may on occasion be specifically designated as temporary parking areas by the Director.

12.12.300 Parking—Where permitted.

No person in a Recreational Area shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions and with the instructions of any attendant who may be present.

12.12.305 Lodi Lake Park—Vehicle entry restrictions.

Lodi Lake Park—Parking Restrictions.

A. No person shall enter Lodi Lake Park in any vehicle unless the vehicle contains a properly displayed valid annual entry permit, issued by the city of Lodi, or purchases a day use

entry pass from either the gate attendant or the self-pay station located at the entrance to Lodi Lake Park. The annual pass or daily pass must be displayed on the driver's side dashboard or hung from the rear-view mirror with the expiration date/issuance date visible from the exterior of the vehicle.

B. Annual permits for Lodi Lake Park can be purchased at the administrative offices of the parks, recreation and cultural services department or from a park gate attendant when available. The fee for the annual permits will be established from time to time by council resolution.

C. Vehicles entering Lodi Lake Park without a valid annual permit or valid day use pass will be in violation of this chapter and subject to citation.

D. By resolution adopted pursuant to this section, council shall adopt a schedule of penalties, administrative fees and any other charges related to violation of this section. The schedule may be amended by council from time to time by resolution.

E. This section shall not apply to a governmental entity, special district, or public utility vehicles on the site in connection with the entities operations.

#### 12.12.310 Parking—Double parking.

No person in a Recreational Area shall double park any vehicle on any road or parkway unless directed by a Department official.

#### 12.12.320 Bicycles—Safe operation.

No person in a Recreational Area shall ride a bicycle other than on the right-hand side of the road paving as close as conditions permit, and bicycles shall be kept in single file when two or more are operating as a group. Bicyclists shall at all times operate their machines with reasonable regard to the safety of others, signal all turns, pass to the right of any vehicle they are overtaking and pass to the right of any vehicles they may be meeting.

#### 12.12.330 Bicycles—Where permitted.

No person in a Recreational Area shall ride a bicycle on other than a paved vehicular road or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.

#### 12.12.340 Bicycles—Extra rider.

No person in a Recreational Area shall ride any other person on a bicycle.

#### 12.12.350 Bicycles—Rack use.

No person in a Recreational Area shall leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available. Violation of this section shall be an infraction.

#### 12.12.360 Bicycles—Improper parking.

No person in a Recreational Area shall leave a bicycle lying on the ground or paving, or set against trees, or in any place or position where other persons may trip over or be injured by them. Violation of this section shall be an infraction.

#### Article IV. – Enforcement

- 12.12.370 Authorized officers.
- 12.12.380 Ejection of violators.
- 12.12.390 Seizure of property.

##### 12.12.370 - Authorized officers.

The Director and park attendants shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter. For the purposes of such enforcement, the Director and any park attendant are "officers" who may issue citations to violators of this chapter pursuant to Chapter 1.08 of this code.

##### 12.12.380 Ejection of violators.

The Director and any park attendant have the authority to eject from the Recreational Area any person acting in violation of this chapter.

##### 12.12.390 Seizure of property.

The Director and any park attendant have the authority to seize and confiscate any property, thing or device in the Recreational Area in violation of this chapter or used in violation of this chapter.

#### Article V. - Skate Parks

- 12.12.410 Skateboarding, roller-skating, and bicycling prohibited in certain areas; skate park regulations.
- 12.12.420 Skate park regulations.
- 12.12.430 Violations.

##### 12.12.410 Skateboarding, roller-skating, and bicycling prohibited in certain areas; skate park regulations.

A. Skateboarding, roller-skating, in-line skating, bicycling, and similar activities are prohibited in city parks and recreational facilities unless specifically authorized in areas designed by this article and as further designated by resolution of the city council. The City of Lodi designates and maintains as a skate park facility that area located within Kofu Park at 1145 South Ham Lane at Cardinal Street. The boundaries of the skate facility shall be defined by a fence and the signs required by this article.

##### 12.12.420 Skate park regulations.

The following regulations shall apply to the riding of skateboards, in-line skates, roller skates, or bicycles at, or any other use of, any facility or park owned or operated by the city of Lodi, which has been designated a skate park:

A. Within the skate park, it shall be unlawful for any person to:

1. Ride, operate, or use a skateboard, roller skates, in-line skates or bicycle unless that person is wearing a helmet designed for skateboarding, roller-skating, in-line skating, and/or bicycle use with a chin strap, elbow pads designed for skateboarding, roller-skating, in-line skating and/or bicycle use with plastic elbow caps, and knee pads designed for bicycle, skateboard and/or in-line skating use with plastic knee caps, which equipment shall be in good repair at all times during use;
2. Ride, operate, utilize a bicycle, skateboard, roller skates, or in-line skates unless such equipment is in good repair at all times during use;
3. Be on or use an individual apparatus within the skate park while another person is using it;
4. Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps) within the skate park;
5. Use the skate park amenities when the surfaces of the amenities are wet or other conditions exist which would adversely affect the safety of bikers, skateboarders, or skaters;
6. Use, operate, or possess any source of amplified music including but not limited to stereos, boom boxes, and amplifiers;
7. Enter the concreted portion of skate park unless actively bicycling, skateboarding, or in-line skating in accordance with these regulations;
8. Use, consume, or have within his or her custody or control food, beverages, or tobacco within the concreted portion of the skate park;
9. Use, consume, or have within his or her custody or control alcohol or illegal drugs within the skate park;
10. Enter the skate park while under the influence of alcoholic beverages or illegal drugs;
11. Use or possess glass containers, bottles, or other breakable glass products within the skate park;
12. Use or engage in profanity, reckless and boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying), or any activity which could endanger the safety of persons using the skate park or spectators;
13. Engage in graffiti, tagging, or other defacing of city property or the properties of others;
14. Ride, operate, or utilize any device other than a bicycle, skateboard, roller skates, or in-line skates (prohibited devices include, but are not limited to, motor vehicles, motorized skateboards, and motorized skates) within the skate park;
15. No person shall enter or remain in or upon the skate park premises:

- a. While closed, as determined by the parks and recreation department, or
  - b. Between the hours of 9:00 p.m. and 10:00 a.m.;
16. Use or have within his or her custody or control, board wax, within the skate park; and
  17. No person shall enter the skate park with any animal.
  18. No person under the age of twelve shall enter the skate park without being accompanied by a parent or guardian.
- B. The skate park shall be posted with signs at the following locations:
1. At the entrance to the skate park; and
  2. On the fences of the skate park, facing the interior of the skate park, and in such places inside the park as determined by the city. The signs shall not be less than two feet by three feet in size and shall use black letters on a white background. The signs may, but shall not be required to, summarize the regulations governing the use of the skate facility. Each sign shall contain, in letters not less than ½ inch in height, the following language:

WARNING

BICYCLING, SKATEBOARDING, AND IN-LINE SKATING ARE HAZARDOUS RECREATION ACTIVITIES. USE OF THIS FACILITY MAY RESULT IN SERIOUS INJURIES OR DEATH. THE CITY OF LODI DOES NOT ASSUME ANY RESPONSIBILITY FOR INJURIES OR DEATH. EACH PERSON ENTERING THE FACILITY ASSUMES ALL RISK OF INJURY OR DEATH. CALIFORNIA HEALTH AND SAFETY CODE § 115800.

IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE A BICYCLE, SKATEBOARD, OR IN-LINE SKATES UNLESS THE PERSON IS WEARING A HELMET DESIGNED FOR BICYCLE, SKATEBOARD, AND/OR IN-LINE SKATING WITH A CHIN STRAP, ELBOW PADS DESIGNED FOR BICYCLE, SKATEBOARD, AND/OR IN-LINES SKATING USE WITH PLASTIC ELBOW CAPS AND KNEE PADS DESIGNED FOR BICYCLE, SKATEBOARD, AND/OR IN-LINE SKATING USE WITH PLASTIC KNEE CAPS, WHICH EQUIPMENT SHALL BE IN GOOD REPAIR AT ALL TIMES DURING USE. IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE ANY DEVICE OTHER THAN NON-MOTORIZED BICYCLES, NON-MOTORIZED SKATE BOARDS, AND NON-MOTORIZED SKATES. IT IS UNLAWFUL FOR ANY PERSON TO SMOKE, CONSUME ALCOHOLIC BEVERAGES, OR PLAY AMPLIFIED MUSIC WITHIN THE SKATE PARK. USERS UNDER THE AGE OF 12 MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN. ANY PERSON FAILING TO COMPLY WITH THIS

SECTION SHALL BE SUBJECT TO CITATIONS AND PENALTIES  
PURSUANT TO LODI MUNICIPAL CODE SECTION 1.08.010.

12.12.430 Violations.

Every act prohibited or declared unlawful and every failure to perform an act made mandatory by this chapter shall be prosecuted as a misdemeanor for violations of subsections (A) (9), (10), (13), and (14) of Section 12.12.420. All other violations shall be prosecuted as an infraction as provided in Section 1.08.010 of this Code.

Article VI. Waterfowl and Migratory Birds

- 12.12.510 Purpose.
- 12.12.520 Definitions.
- 12.12.530 Prohibited conduct.
- 12.12.540 Violations and penalties.
- 12.12.550 Enforcement

12.12.510 Purpose.

A. The purpose of this article is to protect the health, safety, and welfare of the city and its wildlife by prohibiting the feeding of waterfowl and migratory birds within city parks and lakes. Feeding waterfowl and migratory birds increases the potential for damage to the flora and fauna of public parks and lakes due to an accumulation of bird droppings, may harm water quality, and increase the potential for the spread of disease to city residents.

B. It is also the purpose of this article to protect the welfare of the waterfowl and migratory birds themselves, as wildlife studies have shown that feeding waterfowl and migratory birds can interrupt their normal migration patterns, cause nutritional problems, and promote the spread of bird diseases.

C. It is also the purpose of this article to minimize the attraction to waterfowl and migratory birds of residing within city parks and lakes by restricting their feeding and other acts that encourage the birds to halt their natural migration patterns.

12.12.520 Definitions.

As used in this article, the terms listed below shall have the meaning assigned them.

"Feed" or "feeding" means the placing, exposing, depositing, distributing, or scattering, directly or indirectly, of shelled corn, shucked or un-shucked, wheat or other grains, breads, popcorn, scraps, salt, or any other feed or nutritive substances likely to be eaten by waterfowl or migratory birds, in any manner or form, so as to lure, attract, or entice waterfowl or migratory birds to, on or over any such areas where such feed items or materials have been placed, exposed, deposited, distributed, or scattered.

"Waterfowl and migratory birds" means those species of birds commonly known as "swans," "geese," and "ducks" and any other waterfowl or migratory birds under the jurisdiction of the United States Fish and Wildlife Service.

12.12.530 Prohibited conduct.

A. It shall be unlawful for any person to feed, in any public park or upon any public lake, or on any other property owned or operated by the city, any waterfowl or migratory birds.

B. It shall be unlawful to create or foster any condition or allow any condition to exist or continue, which results in a congregation or congestion of waterfowl or migratory birds in any public park or upon any public lake.

12.12.540 Violations and penalties.

A. Any person violating the provisions of this article shall be guilty of an infraction, punishable on conviction as set forth in Section 1.08.010(C) of this code.

B. Any person convicted of three or more violations of this article within the twelve-month period immediately preceding the commission of the latest offense shall have the offense charged as a misdemeanor, punishable as specified in Section 1.08.010(B) of this code.

C. The continuation of any violation of this article for each successive day shall constitute a separate offense, and the person committing the violation may be punished for each separate offense as provided herein.

D. Notwithstanding any other provision of this article, the violation of any provision of this article may be subject to abatement by a restraining order or injunction issued by a court of competent jurisdiction.

12.12.550 Enforcement.

This article may be enforced by a city police officer, animal control officer, code enforcement officer, or the Director or his/her designee.

Section 2. Lodi Municipal Code Chapter 12.16 "Permits For Use of City Facilities" is hereby repealed and re-enacted in its entirety to read as follows:

CHAPTER 12.16

PERMITS FOR USE OF CITY FACILITIES

- Article I. General Provisions
- 12.16.010 Purpose
- 12.16.020 Definitions
- 12.16.030 Administration
- 12.16.040 Fees and charges

Article II. General Rules

- 12.16.100 Activity requiring a Park Permit.
- 12.16.110 Park Permit application.
- 12.16.120 Standards for issuance of permit.
- 12.16.130 Permit required.
- 12.16.140 Contract.

- 12.16.150 City Manager review.
- 12.16.160 Fraud.
- 12.16.170 Insurance.
- 12.16.180 Priority of park permit.
- 12.16.190 Exhibiting permit.
- 12.16.200 Permit exceptions.
- 12.16.210 Appeals.
- 12.16.220 Regulatory authority.
- 12.16.230 Revocation.
- 12.16.240 Possession and display.
- 12.16.250 Violation – Infraction.

## Article I. General Provisions

- 12.16.010 Purpose
- 12.16.020 Definitions
- 12.16.030 Administration
- 12.16.040 Fees and charges

### 12.16.010 Purpose.

The purpose of this chapter is to establish the standards for issuance of park permits so that all persons may enjoy and make use of such Recreational Areas and to protect the rights of those in the surrounding areas.

### 12.16.020 Definitions .

- A. Definitions in Section 12.12.010 shall apply to this chapter.
- B. “Park Permit” is a document issued by the Department authorizing the holder’s limited use of a Recreational Area.

### 12.16.030 Administration.

- A. All Recreational Areas are placed under the administrative jurisdiction of the Director.
- B. The Director shall, in connection with his other duties, diligently enforce the provisions of this chapter.

### 12.16.040 Fees and charges.

The Director shall, from time to time, submit a schedule of fees and charges to be made for the use of the facilities and equipment under the Director's jurisdiction, which fees and charges shall be effective upon adoption thereof by resolution of the city council. The Director shall collect the fees and charges for the use of Recreational Areas.

## Article II. General Rules

### 12.16.100 Activity requiring a Park Permit.

- 12.16.110 Park Permit application.
- 12.16.120 Standards for issuance of permit.
- 12.16.130 Permit required.
- 12.16.140 Contract.
- 12.16.150 City Manager review.
- 12.16.160 Fraud.
- 12.16.170 Insurance.
- 12.16.180 Priority of park permit.
- 12.16.190 Exhibiting permit.
- 12.16.200 Permit exceptions.
- 12.16.210 Appeals.
- 12.16.220 Regulatory authority.
- 12.16.230 Revocation.
- 12.16.240 Possession and display.
- 12.16.250 Violation – Infraction.

12.16.100 Activity requiring a Park Permit.

The following activities are prohibited in all Recreational Areas unless a Park Permit from the Director is issued:

- A. Any event in which 25 or more people are taking part, or any event that is advertised to the public.
- B. An assembly for the collective participation in, or preparation for, a game, practice, scrimmage, or clinic, for an organized league, affiliation, team or club.
- C. Any event conducted by a business, its employees or agents.
- D. Commercial Activity as defined in Section 12.12.060.

12.16.110 Park Permit application.

A. A person who desires a park permit shall file an application with the Director on a form provided by the Department. Priority for reserved use of Athletic Fields shall be given to City of Lodi residents and groups. The information required in a park permit application shall include:

- 1. The identification of the applicant;
- 2. The name, address and phone number of the person, group, organization or corporation sponsoring the activity;
- 3. The nature of the proposed activity;
- 4. The dates, hours, and Recreational Area for which the permit is desired;
- 5. An estimate of attendance;
- 6. Assurance of responsibility for cleaning the Recreational Area, if required;
- 7. Identification, address and telephone number(s) of the security personnel applicant will provide, if required, and

8. Other information which the Director considers reasonably necessary to evaluate the application.
- B. A park permit may not be issued for an activity which is likely to be attended by more than 100 people unless an application for the permit is received by the Director at least thirty days before the date of the proposed activity for which the permit is sought. The Director may waive the thirty-day period rule proposed if the applicant waives the right to appeal denial.
- C. The park permit application shall be accompanied by a fee in an amount set by city council resolution, as amended from time to time. The Director, in his or her sole discretion, may waive or reduce the fee.
- D. Each park permit applicant shall be provided a copy of the regulations governing the use of Recreational Areas.
- E. The Director may impose as a condition to the issuance of a park permit, requirements considered necessary for the protection, health and safety of persons or property or both in light of the nature of the activity for which the permit is sought and the number of persons likely to be in attendance.
- F. Indemnification. The Director may require an applicant to enter into an agreement with the city to indemnify and hold the city harmless from all injuries and damage resulting from the permitted use.
- G. Insurance. The Director may require an applicant to provide the city with proof of insurance prior to using the Recreational Area. Type of insurance and minimum amounts of coverage will be set by the City's Risk Manager.
- H. Bond for Security Costs. Where necessary for the protection of public property, the Director may require that the permittee provide either city approved private security or a bond or a cash deposit sufficient to cover the actual costs for police security and potential damage to city property. The actual cost is computed by determining the number of additional police officers that will be required for the event, the number of hours the officers will be on duty for the event, and the city's fully burdened cost of providing officers on an hourly basis.
- I. No alcoholic beverages shall be sold, given away or dispensed at any Recreational Area without prior written consent of the Director, and with the understanding that the applicant must also apply to the California Alcoholic Beverage Control Department for additional permits as required by State law.
- J. Any youth group making an application for the use of any Recreational Area must be a group with a constitution and/or bylaws, which meets regularly, has a slate of officers, and has an advisory adult leader who will take the responsibility to sign the application. The adult leader would assume responsibility for damage to Recreational Area amenities, as well as the department of the group while they are using the Recreational Area. Minors are to be under the supervision of a responsible adult at all times during the use of the facility. Any exceptions can be made at the discretion of the Director when applicable.
- K. The fees established under this chapter shall be paid seven days in advance of the use of any Recreational Area, with the exception of Hutchins Street Square. Fees for use of

Hutchins Street Square shall be paid ninety (90) days in advance. No reservation for any Recreational Area will be considered complete until payment of the appropriate fee(s).

12.16.120 Standards for issuance of permit.

A. The Director shall issue a park permit upon finding that:

1. The proposed use of the Recreational Area will not unreasonably interfere with or detract from the general public enjoyment of the Recreational Area;
2. The proposed use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
3. Every condition, including, where applicable, the payment of fees, approval of the Department, proof of insurance coverage, and applicable requirements under this Chapter are met;
4. The proposed use is not reasonably anticipated to incite violence, crime or disorderly conduct;
5. The proposed use will not incur unusual, extraordinary, or burdensome expense or security operation by the Department;
6. The Recreational Area is not reserved for other use;
7. The applicant agrees to comply with the conditions of approval imposed by the park permit.

B. The Director shall deny the application if the Director finds that any of the following conditions exist:

1. That the application reveals that the city has no Recreational Area that will accommodate the activity of the applicant;
2. That the proposed activity is of a size or nature that requires the diversion of so great a number of police officers of the city, as to hinder police protection to the city as a whole;
3. That the applicant refuses to agree in writing to comply with all conditions in the park permit;
4. That the applicant failed to file a timely, complete application;
5. That the proposed activity violates federal, state or local laws or regulations;
6. In the case of a park permit for a Commercial Activity, a park permit for a Commercial Activity has been issued for the same date and times in the same recreational area; or
7. The proposed activity is not allowed under Section 12.12.060.

C. Any denial of an application for park permit shall specify the grounds therefor. Any person or entity whose application has been denied by the Director may appeal the denial to the City Manager, pursuant to the procedure as set forth in this chapter.

12.16.130 Permit required.

No person shall use any Recreational Area when payment of a fee is required, until a permit for such use has been issued by the Department and all necessary fees paid.

12.16.140 Contract.

If the Director determines that a contract for the use of the premises is required, the Director shall furnish a form of contract to the applicant for execution, which shall thereafter be submitted to the city attorney for approval. The city manager is authorized and directed to execute such approved contract for and on behalf of the city.

12.16.150 City Manager review.

The City Manager may review any determination of the Director in regard to such applications, permits or contracts required by this Chapter.

12.16.160 Fraud.

No person shall apply for a permit to use any of premises under this chapter for any purpose with the intent to defraud the city of any fee or fees.

12.16.170 Insurance.

A. The Director may require an applicant to provide insurance adequate to cover potential loss due to injury or damage arising out of the permitted event. If insurance is required a copy of the policy or certificate of insurance, along with necessary endorsement, must be provided to the Director not less than ten days before the date of the event. The user of any Recreational Area, may be required to indemnify or hold harmless the city, its officers, directors or employees from any loss, liability or damage arising out of, as the result of, or in connection with the use of the Recreational Area, equipment or services of the city, its officers or employees, including all costs of defending any claim arising as a result thereof. In such case, the applicant shall present the city with evidence of a policy of insurance, effective throughout the period of use, in an amount and fashion as determined by the City's Risk Manager.

B. Policies of insurance shall not be cancellable without fifteen days' prior written notice to the city, and shall name city as an additional insured.

C. Evidence of products liability coverage may be required in an amount not less than one hundred thousand dollars.

D. The person or persons to whom a park permit is issued shall be liable for any loss, damage or injury sustained to any person whatever by reasons of the negligence of the person or persons to whom such permit has been issued.

E. If food or alcoholic beverages or nonalcoholic beverages are sold or served at the event, the insurance policy must include an endorsement for product and/or liquor liability.

12.16.180 Priority of Park Permit.

A. A person who uses a fee facility without a permit or a posted picnic area or park facility which has been reserved for exclusive use, shall vacate the area when the holder of a park permit arrives on the site.

12.16.190 Exhibiting permit.

A person who claims to have a park permit for use of a Recreational Area shall produce and exhibit a copy of the permit upon the request of a Department employee, code enforcement officer or city police officer.

12.16.200 Permit exemptions.

A maximum of 24 people may use, occupy, or remain in an unfenced Athletic Field that is not otherwise being used or occupied by a person or group with a park permit issued pursuant to this chapter, without a permit, provided such use or occupancy is not intended to and does not occur on a recurring basis (defined as two (2) or more times per month), and is not a Commercial Activity.

12.16.210 Appeals.

Any person or entity may appeal the decision of the Director to the city manager. The applicant must file said appeal with the city clerk within five calendar days of the Director's decision. The city manager or designee, shall hold a hearing within twenty-one business days of the filing of the appeal, at which time the Director may present any and all evidence, testimony and information relevant to the denial or exclusion from the premises. The city manager shall, within five business days of the appeal hearing, issue a decision either affirming the denial of the application or exclusion of the activity by the Director, or directing the Director to issue the requested permit or allowing the activity at issue. The decision of the city manager is final and not subject to further appeal.

12.16.220 Regulation authority.

The Director may establish and post regulations governing the use of the Recreational Areas which are not inconsistent with regulations contained in this chapter and which promote the public health, safety, and the preservation of City property.

12.16.230 Revocation.

The Director shall have the authority to revoke a park permit upon a finding of a violation of any rule, regulation or ordinance, or upon good cause shown.

12.16.240 Possession and display.

The permittee or applicant shall have a copy of the park permit in his/her possession and shall produce same upon request made by any Department employee, code enforcement officer or city police officer.

12.16.250 Violation—Infraction.

Any person who violates any provision of this chapter is guilty of an infraction and, upon conviction thereof, shall be punished by a fine of not exceeding the maximum prescribed by law.

SECTION 3. 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 4. 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 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this 20<sup>th</sup> day of May, 2015

\_\_\_\_\_  
BOB JOHNSON  
MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1902 was introduced at a regular meeting of the City Council of the City of Lodi held May 6, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held May 20, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1902 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

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JENNIFER M. FERRAIOLO  
City Clerk

Approved to Form:

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JANICE D. MAGDICH  
City Attorney



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Ordinance No. 1903 Entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 6 – Animals – by Repealing and Re-enacting Chapter 6.08, ‘Prohibited Animals,’ in its Entirety” in Regard to Chicken Hens

**MEETING DATE:** May 20, 2015

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1903.

**BACKGROUND INFORMATION:** Ordinance No. 1903 entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 6 – Animals – by Repealing and Re-enacting Chapter 6.08, ‘Prohibited Animals,’ in its Entirety” was introduced at the regular City Council meeting of May 6, 2015.

**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:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

JMF/PMF  
Attachment

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

ORDINANCE NO. 1903

AN ORDINANCE OF THE LODI CITY COUNCIL  
AMENDING LODI MUNICIPAL CODE TITLE 6 "ANIMALS"  
BY REPEALING AND REENACTING CHAPTER 6.08  
"PROHIBITED ANIMALS" IN ITS ENTIRETY

=====

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

Section 1. Lodi Municipal Code Chapter 6.08 "Prohibited Animals" is hereby repealed and reenacted in its entirety, and shall read as follows:

CHAPTER 6.08

PROHIBITED ANIMALS

Sections:

- 6.08.010 Definitions
- 6.08.020 Livestock prohibited.
- 6.08.030 Wild animals prohibited.
- 6.08.040 Domesticated animals—Number permitted.
- 6.08.050 Determination of age of animal.

6.08.010 Definitions.

A. "Domesticated animals" means those nonferal animals commonly kept as household pets and includes:

- 1. Dogs (*canis familiaris*);
- 2. Cats (*felis catus*);
- 3. Reptiles such as lizards or nonpoisonous snakes under six feet in length; and
- 4. Rabbits.

B. "Livestock" means those animals commonly kept for commercial purposes, including, but not limited to:

- 1. Horses, mules, burros or jacks;
- 2. Chickens, turkeys, guinea hens, peacocks, ducks, roosters or similar fowl;
- 3. Bulls, cows, hogs, pigs, goats, sheep and llamas.

C. "Wild animals" means those feral animals, not commonly kept as household pets, including but not limited to:

- 1. The following members of the class mammalian:
  - a. Order Carnivora, except the domestic dog (*canis familiaris*) and the domestic cat (*felis catus*), but including, but not limited to, the family Felidea (such as ocelots, margays and cougars) and family Canidae (such as wolves, wolf hybrids, coyotes and jackals); and

- b. Order Columbidae (such as doves and pigeons) unless registered with a homing pigeon club—California Government Code Section 65852.6; and
  - c. Order Marsupialia (such as kangaroos and opossums); and
  - d. Order Chiroptera (bats); and
  - e. Order Primata (such as monkeys, chimpanzees and gorillas); and
2. Reptiles that are poisonous or in excess of six feet in length or thirty pounds in weight; and
  3. Any nondomestic species when kept, maintained or harbored in such numbers or in such a manner as to constitute the likelihood of danger to themselves, to human beings or to the property of human beings.

6.08.020 Livestock prohibited.

It is unlawful to harbor, keep or have within the city any livestock as defined in Section 6.08.010 (B), with the exception of chicken hens. It is unlawful to slaughter livestock within City limits.

6.08.025 Chicken Hens Permitted:

The total number of chicken hens allowed shall not exceed five (5) in number on any one residential lot and may be kept purely for home consumption and not for commercial purposes, subject to the provisions of this Code.

- a. Feed for chicken hens shall be contained and enclosed so as not to attract rodents, insects, and other vermin.
- b. Chicken hens shall be kept in the rear yard of residential units and not permitted in the front yard.
- c. Chicken hens shall be kept in fenced areas, cages or coops that are sufficiently adequate to prevent the chickens from escaping from the property and to prevent wildlife predators from gaining entry. Chicken hens must be secured at night in a predator-proof enclosure, cage or coop, to protect from dogs, coyotes, raccoons or other predators.
- d. It is unlawful to slaughter chicken hens within City limits.

6.08.030 Wild animals prohibited.

It is unlawful to harbor, keep or have within the city any wild animal.

6.08.040 Domesticated animals—Number permitted.

A. It is unlawful to harbor, keep or have within a single household within the city more than five domesticated animals in excess of four months of age in any combination thereof, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.

B. It is unlawful to harbor, keep or have within a single household within the city more than one litter of puppies or kittens during any twelve-month period, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.

6.08.050 Determination of age of animal.

If there is any dispute as to the age of any domesticated animal, in the absence of any affidavit or sworn testimony from a person who has personal knowledge of the date of birth, a determination made by the animal control officer is conclusively presumed to be correct.

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

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

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
BOB JOHNSON  
MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER M. FERRAILO  
City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1903 was introduced at a regular meeting of the City Council of the City of Lodi held May 6, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held May 20, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1903 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

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JENNIFER M. FERRAIOLO  
City Clerk

Approved to Form:

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JANICE D. MAGDICH  
City Attorney



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Ordinance No. 1904 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 6 – Animals – by Repealing and Re-enacting Chapter 6.15, 'Vicious/Potentially Dangerous Dogs,' in its Entirety"

**MEETING DATE:** May 20, 2015

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1904.

**BACKGROUND INFORMATION:** Ordinance No. 1904 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 6 – Animals – by Repealing and Re-enacting Chapter 6.15, 'Vicious/Potentially Dangerous Dogs,' in its Entirety" was introduced at the regular City Council meeting of May 6, 2015.

**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:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

JMF/PMF  
Attachment

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

ORDINANCE NO. 1904

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING  
LODI MUNICIPAL CODE TITLE 6 "ANIMALS" BY REPEALING  
AND REENACTING CHAPTER 6.15 "VICIOUS/POTENTIALLY  
DANGEROUS DOGS" IN ITS ENTIRETY

=====

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

Section 1. Lodi Municipal Code Chapter 6.15 "Vicious/Potentially Dangerous Dog" is hereby repealed and reenacted and shall read as follows:

CHAPTER 6.15

VICIOUS/POTENTIALLY DANGEROUS DOGS

- 6.15.010 Definitions.
- 6.15.020 Behavior prohibited.
- 6.15.030 Abatement hearing procedure for vicious or potentially dangerous dogs.
- 6.15.040 Time limit to meet requirements.
- 6.15.050 Insurance requirements for vicious or potentially dangerous dogs.
- 6.15.060 Unlawful to own, harbor or keep a dog found by another jurisdiction to be vicious or potentially dangerous.
- 6.15.070 Muzzling of a vicious or potentially dangerous dog.
- 6.15.080 Civil penalties for violations of provisions regulating vicious or potentially dangerous dogs.
- 6.15.090 Notice of escape or disposal of vicious or potentially dangerous dogs.
- 6.15.100 Sterilization requirement and microchip for vicious or potentially dangerous dogs.
- 6.15.110 Penalties for willful violation of provisions regulating vicious and potentially dangerous dogs.
- 6.15.120 Exemption for police dogs.

6.15.010 Definitions.

For the purpose of this chapter, unless it is plainly evident from the context that a different meaning is intended, certain terms used in this chapter are defined as follows:

- A. "Animal section" means that section of the Lodi Police Department designated by the chief of police as being responsible for animal control and/or services within the city.
- B. "Enclosure" means a fence or structure suitable to prevent the entry of young children, and which is suitable to confine a potentially dangerous dog or vicious dog. The enclosure shall be securely locked, shall have secure sides and bottom sufficient to prevent the dog from escaping, and shall be of sufficient size to provide the dog with an adequate exercise area. A top may be required for the enclosure if necessary to assure the dog's containment.
- C. "Impoundment" means the taking into custody of an animal by a police officer or an animal services officer.

D. "Muzzle" means a device that is placed over the snout of an animal to keep it from biting. A muzzle is primarily solid with air holes to allow the animal to breathe and drink usually made in leather, wire, plastic, nylon or similar materials.

E. "Potentially dangerous dog" means:

1. Any dog which, when unprovoked, on two separate occasions within the prior thirty-six-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; or
2. Any dog which, when unprovoked, bites a person causing a less severe injury than that defined in 6.15.010 (F) of this section; or
3. Any dog when unprovoked on two separate occasions within the prior thirty six-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury while attacking a domestic animal or chicken hen off the property of the owner or keeper of the dog.

F. "Severe injury" means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

G. "Unprovoked" means without being intentionally incited to aggressive action.

H. "Vicious dog" means:

1. Any dog which has been trained to fight or which is owned or maintained for this purpose; or
2. Any dog which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being; or
3. Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in the definition of potentially dangerous dog or is maintained in violation of the requirements of a potentially dangerous dog- ; or
4. Any dog which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury, while attacking a domestic animal or chicken hen off the property of the owner or keeper of the dog.

6.15.020 Behavior prohibited.

A. Vicious dog. It is unlawful for any person owning, possessing, controlling, harboring or keeping any dog or puppy to cause or permit said animal to exhibit or engage in any prohibited behavior as defined in section 6.15.010 (H).

B. Potentially dangerous dog. It is unlawful for any person owning, possessing, controlling, harboring or keeping any dog or puppy to cause or permit said animal to exhibit or engage in any prohibited behavior as defined in section 6.15.010 (E).

C. This chapter shall not apply to any dog assisting a peace officer or park ranger engaged in law enforcement duties.

6.15.030 Abatement hearing procedure for vicious or potentially dangerous dogs.

Purpose and Intent. Within the city there are vicious and potentially dangerous dogs which constitute a public nuisance which should be abated. The provisions of this section provide an administrative procedure by which dogs found to be a nuisance may be abated following a hearing at which oral and documentary evidence is considered. This section is intended to supplement rather than supplant any other remedy available either under state law or this code.

A. Vicious Dog Defined. Any dog, except one assisting a peace officer or park ranger engaged in law enforcement duties, which demonstrates any of the behavior as described in Sections 6.15.010 or 6.15.020 as set forth herein, is presumed vicious or potentially dangerous.

B. Potentially Dangerous Dog Defined. Any dog, except one assisting a peace officer or park ranger engaged in law enforcement duties, which demonstrates any of the behavior as described in Section 6.15.010(E), is presumed to be potentially dangerous.

C. Investigation. Any incident reported to the Lodi police department concerning a vicious dog or potentially dangerous dog may be investigated by the police chief, or designee. The investigation may consist of the observations and/or reports of officers made at the time of the incident, or follow-up reports. If, based on the investigation, the police chief or designee, concludes that there is probable cause to believe that the dog is vicious or potentially dangerous, he shall so certify in writing within ten days following completion of the investigation to the person owning or controlling the dog. Thereafter a hearing may be held pursuant to subsections D, E and F of this section.

D. Confinement of Dog. If the police chief or designee, certifies that there is probable cause to believe that a dog is vicious or potentially dangerous and a risk to public safety, the police chief or designee may direct any animal control officer, police officer or other authorized employee of the city to enter the yard of any private residence or business in order to seize any such dog, whether running at large or not, and confine the dog at an appropriate animal shelter pending the decision of the city manager or designee, following the hearing provided for in subsections D, E and F of this section. The cost of said confinement shall be paid by the person owning or controlling such dog. The dog shall not be released until such costs have been paid in full.

E. Hearing—Schedule. A hearing date shall be set not later than fifteen business days from the date of certification. The city manager, or the appointed hearing officer, shall mail or otherwise deliver to the owner or person controlling the dog and other interested persons, which may include but is not necessarily limited to, properties within three hundred feet of the address of the owner or person controlling the dog, at least five business days prior to the date set for hearing, a notice in substantially the following form:

NOTICE OF HEARING REGARDING VICIOUS DOG [OR POTENTIALLY DANGEROUS DOG]

TO: \_\_\_\_\_;  
          \_\_\_\_\_ (name);  
          \_\_\_\_\_ (address).

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 6.15.030 of the Lodi Municipal Code, the Police Chief has certified that there is probable cause to believe a dog owned or controlled by you, a \_\_\_\_\_(breed)\_\_\_\_\_, is vicious [or potentially dangerous] .

FURTHER NOTICE IS HEREBY GIVEN that on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at the hour of \_\_\_\_\_ o'clock, in the offices of the City Manager, City Hall, 221 West Pine Street, Lodi, California, the report of the Police Chief or designee, will be considered by the City Manager or an appointed hearing officer with such other oral and documentary evidence bearing upon the question of whether your dog is vicious [or potentially dangerous]. You may appear and may present evidence at the hearing. You may also be represented by an attorney. If you fail to appear without giving notice to the city manager, the matter may proceed in your absence and such absence may be further considered a waiver of your right to present evidence and object to any decision made.

In the event your dog is found to be vicious [or potentially dangerous], it will be ordered to be controlled, confined, destroyed, restricted, or otherwise abated as a public nuisance and any impoundment cost incurred shall be assessed against you.

A copy of this notice has been sent to property owners within three hundred feet of your address.

Dated: \_\_\_\_\_  
City Manager

F. Hearing—Procedure. At the hearing, which may be continued from time to time, both oral and documentary evidence may be taken from any interested person and considered in determining whether the dog is vicious or potentially dangerous. Any owner who fails to appear after notice as provided herein was given, without obtaining a continuance from the city manager or an appointed hearing officer, may be deemed to have waived any right to introduce evidence or object to an order made by the city manager. If the hearing is conducted by a hearing officer other than the city manager, the hearing officer shall submit a report to the city manager summarizing the evidence and making a recommendation as to disposition.

G. Hearing—Findings—Public Nuisance. If, based upon the hearing, and the report of the hearing officer, if any, the city manager upholds the findings of the police chief or designee, that the dog is vicious or potentially dangerous, the city manager shall so specify in writing together with the reasons therefore. Any dog found to be vicious or potentially dangerous is deemed a public nuisance and shall be, pursuant to the order of the city manager, humanely destroyed, be removed from the city, or the nuisance otherwise abated by appropriate order of the city manager. The decision of the city manager shall be made within ten business days after the conclusion of the hearing and shall be final. A copy of the decision shall be sent by certified mail or personally served upon the person owning or controlling the dog.

H. Cost of Impoundment. If the city manager finds the dog is vicious or potentially dangerous, the costs of impoundment incurred by the city, including any abatement period, shall be paid by the owner or the person controlling the dog and may become a lien against the real property upon which the dog was kept and maintained until said lien is paid. If the order includes the release of a dog found to be vicious or potentially dangerous to the owner or person controlling it, the dog shall not be released until such costs have been paid in full. If such costs have not been paid within thirty calendar days after the date of mailing or delivery of the order, the city manager may dispose of the dog in any manner provided by law, or return the dog and

pursue alternative collection procedures. The total amount of the impoundment charges may be entered on the next fiscal year tax roll as a lien against the property upon which the dog was maintained and shall be subject to the same penalties as are provided for other delinquent taxes, liens or assessments of the city, or an action may be brought in the name of the city to recover the costs of impoundment.

I. Criminal Sanctions. Any violation of this Chapter 6.15 is a misdemeanor.

6.15.040 Time limit to meet requirements.

All requirements for owners of a dog determined vicious or potentially dangerous must be satisfied within thirty calendar days of notice of determination. Proof of compliance must be provided to Animal Services. If all the requirements are not satisfied within thirty calendar days, or the animal owner is unable or unwilling to comply, the dog shall be humanely euthanized either by an animal services officer or by a licensed veterinarian. Proof of euthanasia shall be provided to Animal Services within two business days.

6.15.050 Insurance requirements for vicious or potentially dangerous dogs.

The owner or keeper of any dog determined to be vicious or potentially dangerous under this chapter or a court of competent jurisdiction shall present to Animal Services proof that the owner or keeper has procured liability insurance in the amount of at least one hundred thousand dollars. The liability insurance shall cover any damage or injury which may be caused by the vicious or potentially dangerous dog. The liability insurance coverage shall be evidenced by a certificate issued by the insurer. Liability insurance shall not be cancelled unless the owner or keeper ceases to keep the dog prior to expiration of that license. City to receive notice of the annual renewal and all cancellations of the required liability insurance.

6.15.060 Unlawful to own, harbor or keep a dog found by another jurisdiction to be vicious or potentially dangerous.

No dog, which has been determined to be vicious or potentially dangerous following an administrative hearing or court proceeding by another jurisdiction, will be allowed to be kept, owned or harbored in the city. A notice by Animal Services to remove any dog owned, harbored or maintained in violation of this section may be appealed to the city manager or designee by filing a written statement for the appeal within five business days of the receipt of said notice. Decision of the city manager or designee is final and not subject to an administrative appeal.

6.15.070 Muzzling of a vicious or potentially dangerous dog.

In any case where a dog determined to be vicious or potentially dangerous pursuant to this chapter is outside an enclosure, except in cases where it is inside the dwelling of its owner or keeper, which dwelling is sufficient to contain the dog, or in custody of a veterinarian, the dog shall be securely and humanely muzzled and restrained with a harness and nylon leash sufficient to restrain the dog, having a minimum tensile strength of three hundred pounds and not exceeding two feet in length, and shall be under the direct charge and control of its owner or keeper. For the purposes of this section, a dog which is humanely muzzled shall be able to drink, breathe and pant freely.

6.15.080 Civil penalties for violations of provisions regulating vicious or potentially dangerous dogs.

Any violation of this chapter involving a vicious or potentially dangerous dog shall be punishable as a misdemeanor per Chapter 1.08 of the Lodi Municipal Code. Such fine may be assessed by city manager or designee after hearing conducted or by a court of competent jurisdiction and shall be paid to the city to defray the cost of implementation of this chapter.

6.15.090 Notice of escape or disposal of vicious or potentially dangerous dogs.

A. The owner or keeper of any dog found to be vicious or potentially dangerous shall notify Animal Services immediately if the dog has attacked another animal, has bitten a human being, has escaped the custody and control of the owner or keeper, or has died. If the dog is sold, transferred, or permanently removed from the city where the owner or keeper resides, the owner shall notify the Animal Control of the changed condition and new location within two business days.

6.15.100 Sterilization requirement and microchip for vicious or potentially dangerous dogs.

The owner or keeper of any dog found to be vicious or potentially dangerous pursuant to this chapter shall, at their expense, have a microchip, assigned by Animal Services, inserted into the dog for identification purposes. The identifying information listed on the microchip shall be noted in the city licensing files for that dog. A dog that has been found to be potentially dangerous or vicious pursuant to this chapter shall be sterilized at the owner's expense.

6.15.110 Penalties for willful violation of provisions regulating vicious and potentially dangerous dogs.

It is a misdemeanor for any owner or keeper of a determined vicious or potentially dangerous dog to intentionally fail to comply with Sections 6.15.090 (Notice of escape or disposal of vicious or potentially dangerous dogs), 6.15.050 (Insurance requirements for vicious or potentially dangerous dogs), 6.15.100 (Sterilization requirement and microchip for vicious or potentially dangerous dogs), and 6.15.070 (Muzzling of a vicious or potentially dangerous dog). Conviction for a violation of this chapter shall be punished by a fine of not more than one thousand dollars, or by imprisonment not to exceed six months, or by both such fine and imprisonment. Upon conviction of a misdemeanor under this chapter, the court shall order the vicious or potentially dangerous dog to be seized and humanely destroyed. Any person convicted of a violation of this chapter shall be prohibited from owning or keeping any dog within the city for a minimum of three years.

6.15.120 Exemption for police dogs.

This chapter does not apply to any dog owned by a government agency, when the dog is used in the performance of law enforcement duties.

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 20<sup>th</sup> day of May, 2015

ATTEST:

\_\_\_\_\_  
BOB JOHNSON  
MAYOR

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1904 was introduced at a regular meeting of the City Council of the City of Lodi held May 6, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held May 20, 2015, by the following vote:

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

I further certify that Ordinance No. 1904 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

Approved to Form:

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