



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: June 1, 2011

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

For information regarding this Agenda please contact:

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

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Pursuant to Government Code §54956.9(c); One Potential Case; Conference with Legal Counsel – Initiation of Litigation: City of Lodi v. Lodi Police Officers' Association Regarding 2007-2011 Memorandum of Understanding; and Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Lodi Police Officers' Association Against City of Lodi Based on Concession Agreements
- c) Actual Litigation: Government Code §54956.9; One Application – Shana Lopez v. City of Lodi, Unassigned Case – 07/27/04

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 United States Army Week Proclamation
- B-2 National Automotive Service Professionals Week Proclamation (PW)
- B-3 Presentation of Resolution of Appreciation for the Mormon Helping Hands Project
- B-4 Presentation of Certificates of Appreciation to Retiring Members of the Greater Lodi Area Youth Commission and Certificates of Recognition to Graduates of the Teen Lead Program (PRCS)
- B-5 Presentation by Lodi Art Center Regarding Open Air Artist Program in Downtown Lodi

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

- C-1 Receive Register of Claims in the Amount of \$6,151,229.94 (FIN)
- C-2 Approve Minutes (CLK)
 - a) April 20, 2011 (Regular Meeting)
 - b) May 4, 2011 (Regular Meeting)
 - c) May 10, 2011 (Shirtsleeve Session)
 - d) May 17, 2011 (Shirtsleeve Session)
 - e) May 18, 2011 (Regular Meeting)
 - f) May 18, 2011 (Special Meeting)
 - g) May 23, 2011 (Special Joint Meeting w/Lodi Arts Commission)
 - h) May 24, 2011 (Shirtsleeve Session)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Asphalt Rubber Cape Seal, Various Streets, 2011 Project (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for 2011 Disabled Access Improvements, 100 Block West Elm Street and 111 North Stockton Street (PW)
- C-5 Accept Memorial Bench and Plaque Project in Memory of Coach Don Womble (PRCS)
- Res. C-6 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at Nine Locations During Fiscal Year 2011/12 (\$378,000) (PRCS)
- C-7 Approve Assignment of Professional Services Agreement from InSite Environmental, Inc. to Kleinfelder West, Inc. for Environmental Services Related to the Lodi West 60kV Power Line Project (CM)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Agreements and Purchase Orders for Fixed-Network System as Follows and Appropriating Funds (\$472,000): (PW)
 - a) Professional Services Agreement with Itron, Inc. (\$179,570);
 - b) Software License Agreement with Itron, Inc. (\$45,000);
 - c) Four Blade Servers from Dell Marketing, LLP (\$52,722);
 - d) Hardware from General Pacific, Inc. (\$103,041); and
 - e) Radio Equipment (\$30,000)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Contract for Van Buskirk Park Playground Replacement, 600 North Pleasant Avenue, with A. M. Stephens Construction Company, Inc., of Lodi (\$47,410) (PW)
- Res. C-10 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2011/12 (PW)
- C-11 Approve Budget Year 2011/12 Concession Agreements with Maintenance & Operators, General Services, Mid Management, Fire, Fire Mid-Management, and Police Mid-Management (CA)
- Res. C-12 Adopt Resolution Indicating Percentage of Employee's Share of Retirement Contributions that are Paid by City of Lodi for Each Specific Employee Category/Bargaining Group (CM)
- Res. C-13 Adopt Resolution Amending the CalPERS Contract Allowing Employees to Make Retirement Contributions with Pre-Tax Payroll Deductions (CM)
- C-14 Approve New Meeting Time for the Lodi Arts Commission (PRCS)
- C-15 Receive Report Regarding League of California Cities Communication Pertaining to Senate Bill 474 (CLK)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

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

G. Public Hearings – None

H. Communications

H-1 Post for Vacancy on the Lodi Improvement Committee (CLK)

I. Regular Calendar

Res. I-1 Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2011 and Ending June 30, 2012, and Approving Fiscal Year 2011/12 Appropriation Spending Limit (CM)

J. Ordinances

Ord. J-1 Adopt Ordinance No. 1845 Entitled, "An Ordinance of the Lodi City Council Amending Lodi (Adopt) Municipal Code Chapter 13.20, 'Electrical Service,' by Repealing and Re-Enacting Section 13.20.315, 'Schedule EDR-Economic Development Rates,' in Its Entirety" (CLK)

Ord. J-2 Adopt Ordinance No. 1846 Entitled, "An Ordinance of the Lodi City Council Amending (Adopt) the Official District Map of the City of Lodi and Thereby Prezoning the Parcel Located at 13333 North West Lane (APN 058-100-03) from AG-40 (County) to Planned Development 43 (PD-43)" (CLK)

K. Adjournment

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

Randi Johl
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: United States Army Week Proclamation
MEETING DATE: June 1, 2011
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson present a proclamation proclaiming the week of June 11 – 17, 2011, as “United States Army Week” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the week of June 11 – 17, 2011, as “United States Army Week” in the City of Lodi. A representative from the US Army will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of June 6 – 12, 2011 as National Automotive Service Professionals Week in Lodi

MEETING DATE: June 1, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Present a proclamation proclaiming the week of June 6 – 12, 2011, as “National Automotive Service Professionals Week” in Lodi.

BACKGROUND INFORMATION: National Automotive Service Professionals Week was established in 2005 to honor the commitment and dedication of automotive, truck and collision technicians, along with parts specialists and other support professionals who serve the motoring public. Automotive Service Professionals Week is a national event to recognize the efforts of automotive service professionals in keeping our vehicles running correctly. The City wants to join with other local municipalities and states in acknowledging how important these professionals are to our communities.

Specifically, for the City of Lodi, the Fleet Services Division of the Public Works Department is responsible to repair and maintain the City’s fleet. They work daily on equipment, cars, trucks, and buses to support all City departments. They maintain approximately 430 pieces of equipment and vehicles, including everything from Police patrol cars and fire engines to construction equipment and buses.

A representative of the Public Works Fleet and Facilities Division will be present to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager

FWS/DC/pmf

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Resolution of Appreciation for the Mormon Helping Hands Project

MEETING DATE: June 1, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson present a Resolution of Appreciation for the Mormon Helping Hands Project.

BACKGROUND INFORMATION: Mormon Helping Hands, an international volunteer program sponsored by The Church of Jesus Christ of Latter-day Saints to provide community assistance and disaster relief throughout the world, designated April 30, 2011, as a day of community service throughout the State of California. Over 75,000 Californians assisted in renewing city, county, and state parks, including citizens of Lodi and surrounding communities, who participated in the following projects:

- Tree maintenance at and around Century Meadows Park
- Painting of the Blakely Park pool restroom building
- Planting shrubs at Kofu Park
- Cleaning and pruning at Peterson Park
- Cleaning and pruning the landscaping at the Grape Bowl
- Replenishing Fibar at English Oaks Park
- Cleaning and sorting books at the Lodi Public Library
- Landscaping the southwest corner of Lodi Avenue and Cherokee Lane
- Cleaning and pruning at Tokay and Lodi high schools

In recognition of this effort, Mayor Johnson will present a Resolution of Appreciation to Joseph Anderson, representing the Mormon Helping Hands Project, for its contribution in beautifying the City of Lodi.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Certificates of Appreciation to Retiring Members of the Greater Lodi Area Youth Commission and Certificates of Recognition to Graduates of the Teen Lead Program

MEETING DATE: June 1, 2011

PREPARED BY: Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION: Mayor Johnson present Certificates of Appreciation to retiring members of the Greater Lodi Area Youth Commission and Certificates of Recognition to graduates of the Teen Lead Program.

BACKGROUND INFORMATION: Since most of the retiring Commissioners will be away at college when the City of Lodi recognizes those who volunteer for City boards and commissions, it is requested that the City Council recognize them for their service at the June 1 meeting. In addition, it is requested that the Mayor also recognize the Class of 2010-2011 Teen Lead graduates.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

James M. Rodems
Parks, Recreation, and Cultural Services Director

Prepared by: Brad Vander Hamm, Liaison
Greater Lodi Area Youth Commission

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Presentation by Lodi Art Center Regarding Open Air Artist Program in Downtown Lodi

MEETING DATE: June 1, 2010

PREPARED BY: City Clerk

RECOMMENDED ACTION: None.

BACKGROUND INFORMATION: At the request of the Mayor, Rich Allen, representing the Lodi Art Center, will give a presentation regarding its open air artist program to be held in Downtown Lodi on June 17, 18, and 19.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims through May 12, 2011 in the Total Amount of \$6,151,229.94

MEETING DATE: June 1, 2011

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,151,229.94.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,151,229.94 through 5/12/11. Also attached is Payroll in the amount of \$1,202,017.46.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

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Date - 05/17/11

As of Thursday	Fund	Name	Page Date Amount
05/12/11	00100	General Fund	1,730,259.86
	00123	Info Systems Replacement Fund	3,255.00
	00160	Electric Utility Fund	2,814,693.13
	00164	Public Benefits Fund	1,690.70
	00170	Waste Water Utility Fund	29,418.59
	00171	Waste Wtr Util-Capital Outlay	389.00
	00172	Waste Water Capital Reserve	214,894.88
	00173	IMF Wastewater Facilities	9,385.00
	00180	Water Utility Fund	8,188.57
	00181	Water Utility-Capital Outlay	337,638.24
	00182	IMF Water Facilities	9,385.00
	00210	Library Fund	9,859.80
	00230	Asset Seizure Fund	50.00
	00234	Local Law Enforce Block Grant	40,181.43
	00235	LPD-Public Safety Prog AB 1913	42,115.23
	00260	Internal Service/Equip Maint	36,516.16
	00270	Employee Benefits	503,161.10
	00300	General Liabilities	127.03
	00310	Worker's Comp Insurance	33,708.93
	00320	Street Fund	7,249.71
	00321	Gas Tax-2105,2106,2107	2,041.82
	00325	Measure K Funds	5,612.74
	00326	IMF Storm Facilities	8,666.38
	00332	IMF(Regional) Streets	1,300.00
	00338	IMF-Regional Transportation	28,749.00
	00340	Comm Dev Special Rev Fund	3,106.16
	00345	Community Center	27,908.99
	00346	Recreation Fund	4,289.53
	00459	H U D	9,745.95
	00502	L&L Dist Z1-Almond Estates	899.08
	00503	L&L Dist Z2-Century Meadows I	567.84
	00506	L&L Dist Z5-Legacy I,II,Kirst	1,514.24
	00507	L&L Dist Z6-The Villas	1,277.64
	00509	L&L Dist Z8-Vintage Oaks	473.20
	01212	Parks & Rec Capital	3,905.00
	01214	Arts in Public Places	485.37
	01250	Dial-a-Ride/Transportation	171,582.17
	01251	Transit Capital	30,852.90
	01410	Expendable Trust	4,529.42
Sum			6,139,674.79
	00184	Water PCE-TCE-Settlements	315.00
	00185	PCE/TCE Rate Abatement Fund	9,132.15
	00190	Central Plume	2,108.00
Sum			11,555.15
Total Sum			6,151,229.94

Council Report for Payroll

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Date - 05/17/11

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	05/01/11	00100	General Fund	752,108.72
		00160	Electric Utility Fund	144,189.57
		00161	Utility Outlay Reserve Fund	6,687.01
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	109,380.46
		00180	Water Utility Fund	1,355.40
		00210	Library Fund	29,539.24
		00235	LPD-Public Safety Prog AB 1913	1,361.00
		00260	Internal Service/Equip Maint	19,751.60
		00321	Gas Tax-2105,2106,2107	31,566.64
		00340	Comm Dev Special Rev Fund	22,204.51
		00345	Community Center	22,817.07
		00346	Recreation Fund	51,103.01
		01250	Dial-a-Ride/Transportation	6,547.83
Pay Period Total:				
Sum				1,202,017.46



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) April 20, 2011 (Regular Meeting)
b) May 4, 2011 (Regular Meeting)
c) May 10, 2011 (Shirtsleeve Session)
d) May 17, 2011 (Shirtsleeve Session)
e) May 18, 2011 (Regular Meeting)
f) May 18, 2011 (Special Meeting)
g) May 23, 2011 (Special Joint Meeting w/Lodi Arts Commission)
h) May 24, 2011 (Shirtsleeve Session)

MEETING DATE: June 1, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) April 20, 2011 (Regular Meeting)
b) May 4, 2011 (Regular Meeting)
c) May 10, 2011 (Shirtsleeve Session)
d) May 17, 2011 (Shirtsleeve Session)
e) May 18, 2011 (Regular Meeting)
f) May 18, 2011 (Special Meeting)
g) May 23, 2011 (Special Joint Meeting w/Lodi Arts Commission)
h) May 24, 2011 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, APRIL 20, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of April 20, 2011, was called to order by Mayor Johnson at 5:30 p.m.

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

Absent: Mayor Pro Tempore Mounce

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

C-2 Announcement of Closed Session

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

b) Pending Litigation: Government Code Section 54956.9(a); One Case: Ashley St. Clair, Individually and as Guardian Ad Litem for Jose Vargas, Jr., a Minor v. Robert Lee Hindmarsh, City of Lodi, et al., San Joaquin County Superior Court, Case No. 39-2011-00260663-CU-PA-STK

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 City Attorney Schwabauer disclosed the following actions.

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

A. Call to Order / Roll call

The Regular City Council meeting of April 20, 2011, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: Mayor Pro Tempore Mounce

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

B. Presentations

B-1 For the Health of It Day Proclamation

Mayor Johnson presented a proclamation to Michael Perry, Event Coordinator with Lodi Memorial Hospital Foundation, proclaiming Saturday, May 7, 2011, as "For the Health of It Day" in the City of Lodi.

B-2 Acknowledgement of Police Officers Recognized by Mothers Against Drunk Drivers for Outstanding Efforts in Driving Under the Influence Arrests (PD)

Interim Police Chief Ray Samuels acknowledged the following police officers who were recognized by Mothers Against Drunk Driving for outstanding efforts in driving under the influence (DUI) arrests: Shad Canestrino with 39 DUI arrests in 2010; Eric Versteeg with 29 DUI arrests; and Ryan LaRue with 29 DUI arrests.

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

C-1 Receive Register of Claims in the Amount of \$8,631,586.40 (FIN)

Claims were approved in the amount of \$8,631,586.40.

C-2 Approve Minutes (CLK)

The minutes of March 16, 2011 (Regular Meeting), April 5, 2011 (Shirtsleeve Session), April 6, 2011 (Regular Meeting), April 12, 2011 (Shirtsleeve Session), and April 12, 2011 (Special Meeting) were approved as written.

C-3 Approve Request for Proposals and Authorize Advertisement for Final Design and Construction of Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project (PW)

Approved the request for proposals and authorized advertisement for final design and construction of Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project.

C-4 Adopt Resolution Accepting Cable Rejuvenation for English Oak Subdivision, Phase One, Under Contract with UtilX, Inc. (EUD)

Adopted Resolution No. 2011-53 accepting cable rejuvenation for English Oak Subdivision, Phase One, under contract with UtilX, Inc.

C-5 Adopt Resolution Authorizing the City Manager to Execute Contract for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 with TruGreen LandCare, LLC, of Rancho Cordova (\$24,949.60) (PW)

Adopted Resolution No. 2011-54 authorizing the City Manager to execute contract for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 with TruGreen LandCare, LLC, of Rancho Cordova, in the amount of \$24,949.60.

C-6 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, for Construction Testing and Inspection Services and Appropriating Funds (\$50,000) (PW)

Adopted Resolution No. 2011-55 authorizing the City Manager to execute professional services agreement with Neil O. Anderson & Associates, of Lodi, for construction testing and inspection services and appropriating funds in the amount of \$50,000.

C-7 Adopt Resolution Authorizing the City Manager to Execute Contract Change Order with Diede Construction, Inc., of Woodbridge, for Additional Work Related to the Central Plume PCE/TCE Remedial Measures Project (\$174,966) and Appropriating Funds (\$150,000) (PW)

Adopted Resolution No. 2011-56 authorizing the City Manager to execute contract change order with Diede Construction, Inc., of Woodbridge, for additional work related to the Central Plume PCE/TCE Remedial Measures Project in the amount of \$174,966 and appropriating funds in the amount of \$150,000.

C-8 Adopt Resolution Authorizing the City Manager to Terminate Lodi's Participation in the Seattle City Light Capacity and Energy Exchange Third Phase Agreement (EUD)

In response to Council Member Hansen, Mr. Bartlam stated the other parties to the agreement are in the same position as Lodi whereby they must also provide seven years notice per the contract terms to terminate their participation.

In response to Council Member Hansen, Electric Utility Director Liz Kirkley confirmed energy is exchanged during peak times and the specifics of the exchange including time and amount are set forth in the agreement.

Council Member Hansen made a motion, second by Mayor Johnson, to adopt Resolution No. 2011-59 authorizing the City Manager to terminate Lodi's participation in the Seattle City Light Capacity and Energy Exchange Third Phase Agreement.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

C-9 Adopt Resolution Authorizing the City Manager to Execute a Novation Agreement with JP Morgan Ventures Energy and Sempra Energy Trading LLC Transferring Interest in the Power Purchase Sales and Enabling Agreement Dated October 17, 2007, with Administration by the Electric Utility Director (EUD)

Adopted Resolution No. 2011-57 authorizing the City Manager to execute a Novation Agreement with JP Morgan Ventures Energy and Sempra Energy Trading LLC transferring interest in the Power Purchase Sales and Enabling Agreement dated October 17, 2007, with administration by the Electric Utility Director.

C-10 Adopt Resolution Recommending the California Citizens Redistricting Commission Place San Joaquin County within One Congressional, Two Assembly, and One State Senate District (CM)

Adopted Resolution No. 2011-58 recommending the California Citizens Redistricting Commission place San Joaquin County within one Congressional, two Assembly, and one State Senate District.

C-11 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Opposition to AB 438 - County Free Libraries: Withdrawal (Williams) (CM)

Authorized the Mayor, on behalf of the City Council, to send a letter of opposition to AB 438 - County Free Libraries: Withdrawal (Williams).

D. Comments by the Public on Non-Agenda Items
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Janet Troughton spoke in regard to her concerns about the costs associated with water meter installation and the availability of financial aid.

Vincent Sayles spoke in regard to his concerns about the Mokelumne River.

Robin Rushing spoke in regard to his concerns about water meter installation and the costs associated with the same.

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

Council Member Nakanishi spoke in regard to the United States rating decline and the trend prohibiting and/or disbanding medical marijuana dispensaries.

Council Member Hansen reported on his attendance at the San Joaquin Council of Governments One Voice trip in Washington D.C. He specifically discussed transportation and transit dollars, Community Development Block Grant funding, and construction in San Joaquin County including Highway 12 improvements.

Mayor Johnson spoke in regard to the skate park crime and reward and requested staff bring back for Council consideration a policy to respond to requests from the League of California Cities.

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

None.

G. Public Hearings

G-1 Public Hearing to Approve the Final 2011/12 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 approving the Final 2011/12 Action Plan for the Community Development Block Grant (CDBG) Program.

City Manager Bartlam briefly introduced the subject matter of the CDBG public hearing.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the 2011/12 CDBG public hearing. Specific topics of discussion included the initial public hearing, public review and comment period, revised estimated allocation of \$675,000, City projects and services, community based organization projects and services, and recommended action.

In response to Ann Cerney, Public Works Director Wally Sandelin stated Option 3, Phase I, of the Grape Bowl improvements was consistent with the transition plan, was estimated to cost \$1.4 million, and was approved at the January 5, 2011, City Council meeting.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-60 approving the Final 2011/12 Action Plan for the Community Development Block Grant Program.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

G-2 Public Hearing to Consider the Following Items: a) Certification of the South Hutchins Annexation Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program as Adequate Environmental Documentation for the Proposed South Hutchins Annexation Project; b) Approve the South Hutchins Annexation Project, which Includes an Annexation and Pre-Zoning; and c) Direct Staff to Prepare and Submit an Annexation Application to San Joaquin Local Agency Formation Commission (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 the following items: a) Certification of the South Hutchins Annexation Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program as adequate environmental documentation for the proposed South Hutchins Annexation Project; b) Approve the South Hutchins Annexation Project, which includes an annexation and pre-zoning; and c) direct staff to prepare and submit an annexation application to San Joaquin Local Agency Formation Commission.

City Manager Bartlam provided a brief PowerPoint presentation regarding the proposed South Hutchins annexation project. Specific topics of discussion included mitigated negative declaration, annexation, rezoning and rezoning, location of property, California Environmental Quality Act Guidelines, mitigated negative declaration process, General Plan map and previous approval, annexation priority map, sphere of influence, site plan for phase one, landscape plan for phase one, elevation for phase one, and Local Agency Formation Commission approval process.

Council Member Hansen, Council Member Katzakian, and Mayor Johnson disclosed ex parte communications per Resolution 2006-31.

Mayor Johnson opened the public hearing to receive public comment.

The following individuals spoke in opposition to the proposed annexation based on their concerns regarding the location of the project, in-fill options, infrastructure costs, and the need to preserve agricultural farmland: Dennis Silber, Judith Halstead, Vincent Sayles, Colette Kaehler, John Spagnola, Liz Nicolini, Alfred Nicolini, Joseph Nicolini, Paul Nicolini, Pat Underhill, Ed Miller, Donna Mier, and Angela Nicolini.

The following individuals spoke in support of the proposed annexation based on the overall benefit of the development to the community: Carl Fink, Mike Carouba, Jerry Fry, and Pat Patrick.

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

In response to Council Member Nakanishi, Mr. Schwabauer stated the project is backed by a full Environmental Impact Report, which was completed as a part of the General Plan adoption, and the project was included in the General Plan.

In response to Council Member Nakanishi, Mr. Bartlam stated the City is not putting any money into the project and does not have a history of subsidizing private development.

In response to Council Member Nakanishi, Mr. Bartlam stated mitigation measures require that any development project converting farmland place a conservation easement over a like amount of acreage.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-61 certifying the Final Mitigated Negative Declaration and adopting Mitigation Monitoring and Reporting Program for the South Hutchins Annexation Project; State Clearing House No. 2010112055; and to adopt Resolution No. 2011-62 approving the request of Michael Carouba, on behalf of Fink LL., for approval of the proposed South Hutchins Annexation Project, adopting a pre-zoning designation for the annexation, and directing staff to prepare and submit an application to the San Joaquin County Local Agency Formation Commission.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

H. Communications

H-1 Appointments to the Lodi Improvement Committee and Senior Citizens Commission and Re-Post for Remaining Vacancy on the Lodi Improvement Committee (CLK)

Mayor Johnson made a motion, second by Council Member Hansen, to make the following appointments and to direct the City Clerk to re-post for the remaining vacancy on the Lodi Improvement Committee:

APPOINTMENTS:

Lodi Improvement Committee

Jim Finch, term to expire March 1, 2014

Timothy Litton, term to expire March 1, 2014

Senior Citizens Commission

Pat Hill, term to expire December 31, 2013

Susan Klusman, term to expire December 31, 2014

POSTING:

Lodi Improvement Committee

Reyes Jaramillo, term to expire March 1, 2011

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

I. Regular Calendar

I-1 Adopt Resolution Approving the Northern California Power Agency Natural Gas Program Agreement and Authorizing Execution by the City Manager and Administration by the Electric Utility Director (EUD)

City Manager Bartlam briefly introduced the subject matter of the Northern California Power Agency (NCPA) gas purchase program.

Electric Utility Director Liz Kirkley and NCPA Supervisor Tom Lee provided a PowerPoint presentation regarding the NCPA gas purchase program. Specific topics of discussion included requirements for gas purchase programs, load coverage by resource, market view, hedge plan decision concepts and components, discretionary factors and logic, and the proposed recommended action.

In response to Mayor Johnson, Mr. Lee stated the City's designated representatives will need to ensure that the City and NCPA policies are consistent with one another and exceptions could be requested for discrepancies.

In response to Mayor Johnson, Ms. Kirkley stated the purchase forward policy for electric is three years. Mr. Bartlam confirmed NCPA is limited for Lodi purchases for three years as well.

In response to Council Member Hansen, Mr. Lee stated the energy crisis also involved gas in that Enron was in all commodities including gas. He stated other factors included deregulation and an insufficient State model.

In response to Council Member Hansen, Mr. Lee stated gas has been in the \$4 range since 2008.

In response to Council Member Nakanishi, Mr. Lee stated the smarter the City is at buying gas the lower the cost will be of electricity for the new plant.

In response to Council Member Hansen, Mr. Lee stated the price for that day and time cannot be purchased next year at that amount.

In response to Council Member Hansen, Mr. Lee stated under current hedged conditions it is good to buy ahead.

In response to Mayor Johnson, Mr. Lee stated the Legislature remains undecided on offset

responsibility with respect to generating offsets versus buying offsets.

In response to Council Member Katzakian, Mr. Lee stated bio gas is good to run through the plant in that it gets through the pipeline, it is burnable, and has zero emissions.

In response to Council Member Katzakian, Mr. Lee stated excess supply could be sold on the market if it is not needed to run the plant.

In response to Council Member Katzakian, Mr. Lee stated the electricity market does not care about variable prices and it is only the current market price that matters because excess hydro will push the price down.

In response to Council Member Hansen, Mr. Lee stated the City would need to own or rent storage for excess to be sold at market.

In response to Mayor Johnson, Mr. Lee stated it only takes a week to get the authorization and a request for proposals could take less.

In response to Mayor Johnson, Mr. Lee stated if someone pulls out the security account could be used toward the payment although each participant must also have three months of operating reserves for all expenses.

In response to Mayor Johnson, Mr. Lee stated the City cannot withdraw immediately in that there is a six-month notice requirement and obligations toward already made purchases would need to be met.

In response to Council Member Nakanishi, Mr. Lee stated this program allows the City to buy out more into the future than we have the ability to do now for the Steam Injected Gas Turbine (STIG) unit.

In response to Council Member Nakanishi, Mr. Lee stated as an alternative to the NCPA pool the City could hire someone to purchase gas in-house.

In response to Council Member Katzakian, Mr. Lee stated the new plant will be the first to require such high levels of gas and NCPA can do the program because it is similar to the electricity program.

In response to Council Member Katzakian, Mr. Lee stated if the plant goes down for some reason the gas can be sold and there is also a call option.

In response to Council Member Katzakian, Mr. Lee stated Lodi remains a part of the STIG plant.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-63 approving the Northern California Power Agency Natural Gas Program Agreement and authorizing execution by the City Manager and administration by the Electric Utility Director.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

I-2 Adopt Resolution Approving Updated Fees for Access and Use at Lodi Lake (PR)

Parks, Recreation and Cultural Services Director James Rodems provided a brief presentation regarding the proposed fee update for access and use of Lodi Lake Park as set forth in the staff report.

In response to Council Member Hansen, Mr. Rodems stated the senior and disabled rates for weekends will change making all seven days consistent.

In response to Mayor Johnson, Mr. Rodems stated most senior activity takes place in the mornings before the gate is in operation and the rates affect vehicular entrance only.

In response to Council Member Hansen, Mr. Rodems stated revenues are estimated by total usage and not broken down by age groups.

In response to Council Member Hansen, Mr. Rodems stated some minimal rate and program changes have already been made.

In response to Mayor Johnson, Mr. Rodems confirmed youth baseball has gone up approximately 30% since 2003.

Mayor Johnson made a motion, second by Council Member Hansen, to adopt Resolution No. 2011-64 approving updated fees for access and use at Lodi Lake.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Nakanishi

Absent: Mayor Pro Tempore Mounce

J. Ordinances

J-1 Take the Following Actions with Regard to Sale of Fireworks: a) Adopt Ordinance No. 1844 Entitled, "An Ordinance of the City Council of the City of Lodi Repealing and Re-Enacting Lodi Municipal Code Chapter 9.12 in its Entirety; Adding Chapter 9.13, "Sale Of Fireworks"; and Further Amending Chapter 17.78, "Certificates Of Occupancy," by Adding Section 17.78.050, "Temporary Event Permits"; and b) Adopt Resolution Establishing Cost Recovery Fee Schedule for Fireworks Sales Permits

City Attorney Schwabauer provided a brief presentation regarding the proposed ordinance and resolution adoption regarding fireworks as set forth in the staff report and related blue sheet.

Council Member Hansen made a motion, second by Council Member Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1844 entitled, "An Ordinance of the City Council of the City of Lodi Repealing and Re-Enacting Lodi Municipal Code Chapter 9.12 in its Entirety; Adding Chapter 9.13, 'Sale Of Fireworks'; and Further Amending Chapter 17.78, 'Certificates Of Occupancy,' by Adding Section 17.78.050, 'Temporary Event Permits,'" which was introduced at a regular meeting of the Lodi City Council held April 6, 2011.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None
Absent: Mayor Pro Tempore Mounce

Mayor Johnson made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-65 establishing Cost Recovery Fee Schedule for Fireworks Sales Permits.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 11:00 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 4, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 4, 2011, was called to order by Mayor Johnson at 5:30 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll call

The Regular City Council meeting of May 4, 2011, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

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

B. Presentations

B-1 National Military Appreciation Month Proclamation

Mayor Johnson presented a proclamation to Shelline Klingenfuss, representing the El Toyon Chapter of the Daughters of the American Revolution, proclaiming the period of May 1 - June 14, 2011, as "National Military Appreciation Month" in the City of Lodi.

B-2 National Letter Carrier Food Drive Day Proclamation

Mayor Johnson presented a proclamation to Robert Lombana with the Lodi Post Office proclaiming Saturday, May 14, 2011, as "National Letter Carrier Food Drive Day" in the City of Lodi.

B-3 Peace Officer Memorial Month Proclamation (PD)

Mayor Johnson presented a proclamation to Captain JP Badel with the Lodi Police Department proclaiming the month of May 2011 as "Peace Officer Memorial Month" in the City of Lodi.

B-4 National Public Works Week Proclamation (PW)

Mayor Johnson presented a proclamation to Julia Tyack, Transportation Planner, proclaiming the week of May 15 - 21, 2011, as "National Public Works Week" in Lodi.

B-5 Bike to Work Day Proclamation (PW)

Mayor Johnson presented a proclamation to Andrew Chesley, Executive Director of San Joaquin Council of Governments (SJCOG), and Anne-Marie Poggio, SJCOG Regional Planner, proclaiming May 16, 2011, as "Bike to Work Day" in Lodi.

B-6 Presentation of Proclamation Recognizing Preparation of Plans and Specifications for Grape Bowl Americans with Disabilities Act Improvement Project by University of Pacific Students (PW)

Mayor Johnson presented proclamations recognizing preparation of plans and specifications for Grape Bowl Americans with Disabilities Act improvement project to the following University of Pacific students: Shannon Barcal, Margaret Wild, and Matthew Lemmon.

B-7 Presentation Regarding Youth Energy Summit (EUD)

Rob Lechner, Manager of Customer Service and Programs, gave a presentation regarding the Youth Energy Summit.

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

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$2,714,643.67 (FIN)

Claims were approved in the amount of \$2,714,643.67.

C-2 Approve Minutes (CLK)

The minutes of April 19, 2011 (Shirtsleeve Session) were approved as written.

- C-3 Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)

Accepted the quarterly investment report as required by Government Code Section 53646 and the City of Lodi Investment Policy.

- C-4 Accept Quarterly Report of Purchases Between \$5,000 and \$20,000 (CM)

Accepted the quarterly report of purchases between \$5,000 and \$20,000.

- C-5 Adopt Resolution Authorizing the City Manager to Execute Contract for Standby Generator Maintenance and Repair with Holt of California, of West Sacramento (\$35,710) (PW)

Adopted Resolution No. 2011-66 authorizing the City Manager to execute contract for standby generator maintenance and repair with Holt of California, of West Sacramento, in the amount of \$35,710.

- C-6 Adopt Resolution Authorizing the City Manager to Execute Contract for Purchase and Installation of Energy Management System with Sole Supplier, L & H Airco, of Roseville (\$137,000), and Execute Customer Support Agreement for Maintenance of City Heating, Ventilation, and Air Conditioning Systems at Multiple City Facilities with L & H Airco, of Roseville (\$14,255) (PW)

Adopted Resolution No. 2011-67 authorizing the City Manager to execute contract for purchase and installation of energy management system with sole supplier, L & H Airco, of Roseville, in the amount of \$137,000, and execute customer support agreement for maintenance of City heating, ventilation, and air conditioning systems at multiple City facilities with L & H Airco, of Roseville, in the amount of \$14,255.

- D. Comments by the Public on Non-Agenda Items
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Vincent Sayles spoke in regard to the health benefits associated with exercise.

Michael Collins spoke in regard to the community benefit associated with the Storm Drain Detective Program.

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

Council Member Nakanishi provided an overview of the Shirtsleeve Session from the previous day, outlining the economic and fiscal challenges associated with declining revenues and ongoing expenditures.

Council Member Hansen reported on his attendance at the San Joaquin Council of Governments and Northern California Power Agency Commission meetings. Specific topics of discussion

included the I-5 widening project and budget adoptions. Council Member Hansen commended the Latter Day Saints on its efforts on the weed clean-up project.

Mayor Pro Tempore Mounce provided an update regarding the League of California Cities' efforts to work on redevelopment reform in conjunction with the Governor's Budget Proposal. Mayor Pro Tempore Mounce requested a status report regarding the grass at DeBenedetti Park.

Mayor Johnson commended those associated with the successful conducting of the Lodi Street Faire and the Seward Johnson Exhibit.

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

None.

G. Public Hearings - None

H. Communications

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

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

Library Board of Trustees

Deane Savage, term to expire June 30, 2011

Lodi Arts Commission

Catherine Metcalf, term to expire July 1, 2011

Planning Commission

Dave Kirsten, term to expire June 30, 2011

Steven Hennecke, term to expire June 30, 2011

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Authorize Staff to Modify Compensation for Council Appointees, Executive Management, and Confidential Employees and Accept Concession Proposal from the International Brotherhood of Electrical Workers Bargaining Group (CM)

Human Resources Manager Dean Gualco provided a brief overview of the proposed modification to compensation and concession proposal as outlined in the relevant staff report and blue sheet.

In response to Council Member Hansen, Mr. Gualco and Mr. Bartlam confirmed that the International Brotherhood of Electrical Workers has previously provided concessions and all but one of the bargaining group contracts expire this year.

In response to Council Member Hansen, Mr. Gualco confirmed that the City's choice is either to have fewer employees paid the same or more employees paid less, which creates a greater impact on service to the community versus a greater impact to the employees.

Council Member Hansen made a motion, second by Council Member Katzakian, to authorize staff to modify compensation for Council Appointees, Executive Management, and Confidential employees and accept concession proposal from the International Brotherhood of Electrical Workers bargaining group.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, Mayor Pro Tempore Mounce, 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 7:59 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 10, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 10, 2011, commencing at 7:00 a.m.

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

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2011/12 Budget (CM)

City Manager Bartlam briefly introduced the subject matter of the fiscal year 2011/12 budget as it relates to the three utilities: electric, water, and wastewater.

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the fiscal year 2011/12 budget. Specific topics of discussion included overview; electric utility overview, organizational changes, salary and benefit increases, capital projects, and reserves; water utility overview, total salary and benefit increases, revenues, capital projects, and reserves; and wastewater utility overview, salary and benefit increases, revenues, capital projects, and reserves.

In response to Mayor Johnson, Mr. Ayers and Mr. Bartlam stated that, with regard to the two-year service credit, only one of the three positions in electric utility has decided to accept the offer, the budget reflects only the one position, and staff will come back in September with revised figures once the 90-day offer period is closed.

In response to Council Member Nakanishi, Electric Utility Director Liz Kirkley stated there are approximately 46 employees in the Electric Utility Department.

In response to Mayor Johnson, Ms. Kirkley stated that the duties of the buyer and electric apparatus mechanic both consist of overseeing inventory and the merger of these two positions into an electric materials technician is suitable for electric utility.

In response to Mayor Johnson, Mr. Ayers stated that the increase of \$740,137 in salary and benefits for electric utility only includes the one position that accepted the two-year service credit and the revised organizational structure that was approved during mid-year budget adjustments; however, this figure will be modified following further restructuring and employee concessions.

In response to Council Member Katzakian, Mr. Ayers stated it is likely a second electric utility employee will accept the two-year service credit and the lowest level apprentice position would be eliminated.

In response to Mayor Johnson, Ms. Kirkley provided an update on the west side power line project, stating that the \$500,000 would go toward the preliminary and engineering feasibility studies, which have not yet been undertaken, and to date there has been no word from the California Independent System Operator regarding transition charges.

Council Member Nakanishi requested staff provide Council with a comparison of reserve policies for other utilities.

In response to Mayor Johnson, Mr. Ayers stated that the purpose of the reserve policy is to repair a transformer or a component failure, but not to rebuild an entire substation.

In response to Council Member Nakanishi, Mr. Ayers stated that the 25% reserve policy for the water utility was adopted in the rate model. Mr. Bartlam added this type of policy is typical in the industry and is different than the electric utility policy because it is based on a percentage of operating costs.

Council Member Nakanishi provided an example of a local business owner who recently expanded his restaurant and questioned why the building permit and development fees were so high, to which Mr. Bartlam responded that this particular business owner converted his business from a retail use to a restaurant use, which is one of the highest wastewater users, and more than doubled the size of the building; therefore, the fees were similar to a brand new restaurant. Further, Mr. Bartlam confirmed that wineries are paying a surcharge for their wastewater usage. Approximately 58 cents on every dollar of wastewater expenses goes toward permit compliance in the state, and Mr. Bartlam and Public Works Director Wally Sandelin stated that the rates are projected to increase by 5 percent this year and up to 10 percent for the subsequent year.

In response to Mayor Johnson, Mr. Bartlam stated the County is processing another truck stop in Flag City on the east side of the frontage road across from Flying J and is annexing an additional strip for the purpose of a parking lot, which would be added to the existing property in the service district. There is no wastewater usage occurring on the added strip of land, the truck stop property was anticipated in the original service district agreement, and there is no expansion of the capacity. Further, Mr. Sandelin responded that this new addition would put the capacity at 60 percent.

In response to Council Member Katzakian, City Attorney Schwabauer stated that the City has not yet received its wastewater permit from the State Board and there is one year remaining on the five-year permit. Mr. Sandelin added that, if the City does not receive the permit within this time frame, it will need to re-start the process.

In response to Council Member Nakanishi, Mr. Bartlam stated that the decrease in revenues in electric utility is a result of fewer power sales, less energy consumption, and fewer businesses than three years ago. Ms. Kirkley added that Rob Lechner, Manager of Customer Service and Programs, should be commended for promoting solar and energy efficiency programs, which has resulted in a decrease in electric usage. She further responded that staff is currently working to address the issue of renewable energy.

Ed Miller expressed concern that the \$1.3 million increase for the three utilities is due to salaries and retirement benefits and suggested that Council put an end to raises and contributions to retirement funds.

Mayor Johnson responded that revenues and expenses are stable; however, the issue of medical, pension, and workers compensation costs are beyond the City's control and staff is attempting to address the matter through labor relations. Efforts have been made with four groups, but there is more work to be done and this is not an instantaneous fix.

Mr. Bartlam reiterated that the figures presented are worst case scenario and do not include the management reductions, employee concessions, and early retirements that have been negotiated thus far. The figures continue to change based on negotiations, and he stated that

concessions and/or reductions in staff will ultimately make up the difference in this figure.

Myrna Wetzel questioned whether the City has enough in its reserve policy to cover a catastrophic event, such as a flood or tornado, to which Mr. Bartlam responded that the balance of the reserve policy would be used toward such an event and it would depend on the severity of the catastrophe.

In response to Council Member Nakanishi, Ms. Kirkley stated that the cost to replace a transformer would depend upon the configuration and type of transformer, but could cost as much as \$1.5 million.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

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

ATTEST:

Jennifer M. Robison
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 17, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 17, 2011, commencing at 7:00 a.m.

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

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2011/12 Budget (CM)

City Manager Rad Bartlam and Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the fiscal year 2011/12 budget. Specific topics of discussion included an overview of special revenue funds, including library, transit, streets, community development, and parks, recreation, and cultural services. Other discussion items included capital projects, fund transfers, and salary and benefit costs.

In response to Council Member Hansen, Mr. Bartlam stated layoffs would be effective July 1, 2011, one pay period notice is required for the International Brotherhood of Electrical Workers, and positions slated for layoff will be outlined as part of the budget adoption process. Mr. Bartlam confirmed notice will be provided as early as possible.

In response to Council Member Hansen, Library Services Director Nancy Martinez stated currently the library is open 52 hours per week, the proposal is to reduce the hours of operation to 42 hours per week, and it is recommended that the \$85,000 book budget be suspended for the next year.

In response to Council Member Hansen, Mr. Ayers confirmed that the increase in library costs is primarily due to retirement, medical, and workers compensation costs, the total full-time staff is 12, and the proposed numbers do not take into account any concessions that may be received.

In response to Mayor Johnson, Ms. Martinez stated evening and weekend hours are filled with part-time staff and reducing part-time staff will result in a reduction of hours of operation. She further stated that some library funds have been restored through the Governor's May revise and some of those funds will be directed to the literacy program.

In response to Council Member Hansen, Mr. Bartlam stated the \$2 million fund balance in transit is the reserve amount used for capital projects. Mr. Bartlam stated the transit budget will not experience a reduction in hours because the revenues and expenditures align.

In response to Council Member Hansen, Traffic Engineer Paula Fernandez stated the \$300,000 American Recovery and Reinvestment Act grant is being utilized for the Lodi Transit Station, cameras are being installed at the parking structure, and buses are being replaced through the vehicle replacement fund.

In response to Council Member Hansen, Mr. Ayers confirmed that the total number of full-time employees in streets is currently 20 and the proposal recommends going down to 17.

In response to Mayor Johnson, Public Works Director Wally Sandelin stated the \$902,000 Hutchins Street Reconstruction Project includes the widening of Hutchins Street between Lodi Avenue and Pine Street.

A brief discussion ensued between Council Member Hansen and Mr. Bartlam regarding reducing the cumulative deficit for Community Development and the timing associated with the same.

In response to Council Member Hansen, Mr. Bartlam stated there are 9.5 staff members in Community Development currently.

In response to Mayor Johnson, Mr. Bartlam stated when development increases staff will continue to send plan checks out to the contract plan checker to alleviate strain on in-house staff.

In response to Council Member Hansen, Mr. Bartlam stated assuming no concessions there will be a \$900,000 deficit for Parks, Recreation and Cultural Services and he is working on a three-year plan with Parks, Recreation and Cultural Services Director James Rodems to reduce that deficit.

In response to Council Member Katzakian, Mr. Bartlam confirmed that the savings realized from combining the Community Center with Parks and Recreation is already accounted for in the proposed departmental budget.

In response to Council Member Hansen, Mr. Rodems stated a reduction in part-time staff will also result in a reduction of services such as the mowing of parks. Mr. Rodems stated field maintenance is generally built into the rental of facilities. He further stated it is too early to determine the revenue increase from the new field at the Grape Bowl.

In response to Mayor Johnson, Mr. Rodems stated there have been various personnel reductions at the Community Center and staff is now working on costing out programs for fee recovery. Further, Mr. Rodems stated the strategy is to book the new field as much as possible and while there may be a lull during summer there have been many inquiries for use of the field. He stated only one of the two high schools in town is using the new field because the other high school wishes to play at its campus and is focusing on maintaining its field.

In response to Council Member Hansen, Mr. Bartlam stated the contracting of parks maintenance may be a long-term view but it does not provide immediate relief for layoffs and the reduction of the budget.

In response to Myrna Wetzel, Ms. Fernandez stated upon replacement the larger buses will be auctioned off.

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

D. Adjournment

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

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 18, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 18, 2011, was canceled and handled via Special Meeting. [See minutes of the May 18, 2011, Special City Council meeting.]

C-2 Announcement of Closed Session - N/A

- a) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Pursuant to Government Code §54956.9(c); One Potential Case; Conference with Legal Counsel - Initiation of Litigation: City of Lodi v. Lodi Police Officers' Association Regarding 2007-2011 Memorandum of Understanding; and Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Lodi Police Officers' Association Against City of Lodi Based on Concession Agreements

C-3 Adjourn to Closed Session - N/A

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

A. Call to Order / Roll Call

The Regular City Council meeting of May 18, 2011, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: Mayor Pro Tempore Mounce

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

B. Presentations

B-1 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)

Jason Larkin, member of the Greater Lodi Area Youth Commission, gave an update on the activities and accomplishments of the Commission, after which Mayor Johnson presented the following Teen of the Month awards: Danielle Gardea, February 2011; Haley Addington, March 2011; and Hope Kuehne, April 2011.

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

Council Member Hansen made a motion, second by Council Member Katzakian, 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 Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

C-1 Receive Register of Claims in the Amount of \$2,090,312.29 (FIN)

Claims were approved in the amount of \$2,090,312.29.

C-2 Approve Minutes (CLK)

The minutes of April 26, 2011 (Shirtsleeve Session), May 3, 2011 (Shirtsleeve Session), and May 4, 2011 (Special Meeting) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for 2011 Alley Reconstruction Project (PW)

Approved the plans and specifications and authorized advertisement for bids for 2011 Alley Reconstruction Project.

C-4 Adopt Resolution Approving the Purchase and Installation of Permanent Recognition Plaques for Current Art in Public Places Pieces and Appropriating Funds (\$3,164.81) (PRCS)

Adopted Resolution No. 2011-68 approving the purchase and installation of permanent recognition plaques for current Art in Public Places pieces and appropriating funds in the amount of \$3,164.81.

C-5 Adopt Resolution Authorizing the City Manager to Execute Two-Year Contract and Contract Extensions for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees with Cintas, of Stockton (\$88,310.30) (PW)

Adopted Resolution No. 2011-69 authorizing the City Manager to execute two-year contract and contract extensions for rental and cleaning of uniforms for certain field and warehouse employees with Cintas, of Stockton, in the amount of \$88,310.30.

C-6 Adopt Resolution Authorizing the City Manager to Execute Contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets, with Centerline Striping Company, Inc., of Elk Grove (\$27,965) (PW)

Adopted Resolution No. 2011-70 authorizing the City Manager to execute contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets, with Centerline Striping Company, Inc., of Elk Grove, in the amount of \$27,965.

C-7 Adopt Resolution Authorizing the City Manager to Execute an Agreement with Osmose Utilities Services, Inc., of Tyrone, GA, for Electric Utility Pole Inspection, Testing, and Treatment with Administration by the Electric Utility Director (\$110,000) (EUD)

Adopted Resolution No. 2011-71 authorizing the City Manager to execute an agreement with Osmose Utilities Services, Inc., of Tyrone, GA, for electric utility pole inspection, testing, and treatment with administration by the Electric Utility Director in the amount of \$110,000.

- C-8 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Cal/OSHA Required Service on Vehicles with Altec Industries, Inc., of Dixon, CA, for a Five-Year Term with Administration by the Electric Utility Director (Not to Exceed \$25,000 Annually) (EUD)

Adopted Resolution No. 2011-72 authorizing the City Manager to execute Professional Services Agreement for Cal/OSHA required service on vehicles with Altec Industries, Inc., of Dixon, CA, for a five-year term with administration by the Electric Utility Director in an amount not to exceed \$25,000 annually.

- C-9 Adopt Resolution Authorizing Specific Staff Members of York Risk Services Group, Inc. as Signers on the City of Lodi Workers Compensation Claims Management Account (CM)

In response to Council Member Nakanishi, Deputy City Manager Jordan Ayers stated the proposed action will provide York Risk Services Group, Inc. to be signers on the workers compensation account.

Adopted Resolution No. 2011-73 authorizing specific staff members of York Risk Services Group, Inc. as signers on the City of Lodi workers compensation claims management account.

- C-10 Accept Improvements Under Contract for DeBenedetti Park - Electrical Improvements, 2350 South Lower Sacramento Road (PW)

Accepted the improvements under contract for DeBenedetti Park - Electrical Improvements, 2350 South Lower Sacramento Road.

- C-11 Adopt Resolution Approving Submittal of Grant Documents to California Emergency Management Agency Homeland Security and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests (PW)

Adopted Resolution No. 2011-74 approving submittal of grant documents to California Emergency Management Agency Homeland Security and authorizing the Transportation Manager to submit all necessary paperwork and reimbursement requests.

- C-12 Adopt Resolution Authorizing the City Manager to File Claim for 2010/11 Transportation Development Act Funds in the Amount of \$1,710,558 from Local Transportation Fund and \$217,922 from State Transit Assistance Fund (PW)

Adopted Resolution No. 2011-75 authorizing the City Manager to file claim for 2010/11 Transportation Development Act funds in the amount of \$1,710,558 from Local Transportation Fund and \$217,922 from State Transit Assistance fund.

- C-13 Adopt Resolution Authorizing the City Manager to Allocate Additional Funds to the Lodi Energy Efficiency Financing Program (\$150,000) (EUD)

Adopted Resolution No. 2011-76 authorizing the City Manager to allocate additional funds to the Lodi Energy Efficiency Financing Program in the amount of \$150,000.

- C-14 Adopt Resolution Authorizing the Issuance of a CAL-Card Procurement Card to Interim Fire Chief Dan Haverty (CM)

Adopted Resolution No. 2011-77 authorizing the issuance of a CAL-Card Procurement Card to Interim Fire Chief Dan Haverty.

C-15 Receive Report Regarding League of California Cities Communications Pertaining to Assembly Bill 506 and Senate Bill 286 (CLK)

Received report regarding League of California Cities communications pertaining to Assembly Bill 506 and Senate Bill 286.

C-16 Approve Amendment to City Council Protocol Manual by Adding Section 7.9 Regarding Communications at the Request of the League of California Cities (CLK)

Approved amendment to City Council Protocol Manual by adding Section 7.9 regarding communications at the request of the League of California Cities.

C-17 Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12; and Set Public Hearing for June 15, 2011 (PW)

Adopted Resolution No. 2011-78 initiating proceedings for the levy and collection of assessments, Resolution No. 2011-79 approving the Annual Report, and Resolution No. 2011-80 declaring intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for fiscal year 2011/12; and set public hearing for June 15, 2011.

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

June Aaker, speaking on behalf of Michael Warren of Crush Restaurant, spoke in regard to her concerns about the mismanagement of funds by the Downtown Lodi Business Partnership (DLBP). In response to Council Member Nakanishi, Mr. Ayers and Mr. Bartlam confirmed \$28,500 was approved last year for DLBP as a part of the City's budget process and the annual report from DLBP is due in September. The City Council provided general direction for Mayor Johnson and Council Member Hansen to meet with the Executive Board of the DLBP to better understand the nature of the allegations regarding mismanagement of funds.

Robin Rushing spoke of his concerns regarding the City's participation in the natural gas purchase program as approved at the last City Council meeting.

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

Council Member Hansen reported on his attendance at the San Joaquin Council of Governments Project Delivery Committee meeting and the American Public Power Agency Federal Policy Conference in Washington D.C. Specific topics of discussion included the hydro dam portfolio, mitigation factors, and the I-5 widening project status. He stated the bid came in \$1.7 million over estimate and will be absorbed by CalTrans.

Council Member Nakanishi thanked the City employees for giving concessions to balance the

budget.

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

City Manager Bartlam thanked the City employees for giving concessions to balance the budget.

G. Public Hearings

G-1 Public Hearing to Consider Introducing an Ordinance on Economic Incentive Rate Discounts (EUD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider introducing an ordinance on economic incentive rate discounts.

City Manager Bartlam briefly introduced the subject matter of the economic incentive rate discounts.

Customer Services and Programs Manager Rob Lechner provided a PowerPoint presentation regarding the proposed economic incentive rate discounts. Specific topics of discussion included why incentives are offered including economic development and job growth, what is being offered including new sales tax generation, proposal for July 1 including new business rate discount and new jobs rate discount, and next steps including the process for the public hearing and approval.

In response to Council Member Hansen, Mr. Lechner stated the new jobs rate discount is what is needed for existing businesses in town.

In response to Council Member Hansen, Mr. Lechner stated rate discounts are a part of the utility fund and are not public benefit monies.

In response to Council Member Hansen, Mr. Lechner stated the rate discount is dependent upon how much the customer spends and could be anywhere from 5% to 15% of the utility bill.

In response to Council Member Nakanishi, Mr. Lechner stated he is not sure about PG&E but Sacramento Municipal Utility District and other agencies do have similar discounts.

In response to Mayor Johnson, Mr. Lechner stated the program will be publicized through the Chamber of Commerce, Lodi News Sentinel, San Joaquin Partnership, direct mailers to the business community, and through the counter at the Finance Department.

Mayor Johnson opened the public hearing to receive public comment.

Robin Rushing spoke in regard to his concerns about the costs associated with offering the program.

Receiving no further public comment, Mayor Johnson closed the public hearing.

Council Member Hansen made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1845 amending Lodi Municipal Code Chapter 13.20, "Electrical Service," by repealing and re-enacting Section 13.20.315 titled, "Schedule EDR-Economic Development Rates," in its entirety.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

G-2 Public Hearing to Consider Adopting Resolution Setting Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider adopting resolution setting wastewater rates for residential, commercial, and industrial customers.

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

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding setting the wastewater rates. Specific topics of discussion included background, previous Proposition 218 hearing, rate adjustments, major expenditures, fund highlights, comparative rates, and proposed recommendation.

In response to Council Member Hansen, Mr. Sandelin confirmed the infrastructure program will replace old pipes and needed lining, studies are mandates, the solids handling is not tied to a rate increase, and the debt service is related to an unfunded state mandate for improvements.

In response to Council Member Hansen, Mr. Sandelin stated those who monitor their water meters and conserve will also benefit on the wastewater side.

Mayor Johnson opened the public hearing and receiving no public comment closed the public hearing.

Council Member Hansen made a motion, second by Mayor Johnson, to adopt Resolution No. 2011-81 setting wastewater rates for residential, commercial, and industrial customers.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Nakanishi

Absent: Mayor Pro Tempore Mounce

H. Communications

H-1 Appointments to the Lodi Animal Advisory Commission, Greater Lodi Area Youth Commission ~ Adult Advisors, and Site Plan and Architectural Review Committee (CLK)

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

Lodi Animal Advisory Commission

Manuel J. Martin, term to expire December 31, 2013

Greater Lodi Area Youth Commission

Adult Advisors:

Nicole Grauman, term to expire May 31, 2014

Jaime Watts, term to expire May 31, 2014

Site Plan and Architectural Review Committee

Keith Sellesest, term to expire January 1, 2012

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

H-2 Post for Vacancies on the Personnel Board of Review (CLK)

Mayor Johnson made a motion, second by Council Member Katzakian, to direct the City Clerk to post for the following vacancies:

Personnel Board of Review

Term to expire January 1, 2014

Term to expire January 1, 2014

Term to expire January 1, 2014

Term to expire January 1, 2015

Term to expire January 1, 2015

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

I. Regular Calendar

- I-1 Introduce Ordinance Prezoning the South Hutchins Annexation Project (CA) NOTE: This item is a quasi-judicial hearing and requires disclosure of ex parte communications as set forth in Resolution No. 2006-31

City Manager Bartlam provided a brief overview of the housekeeping measure and proposed ordinance introduction associated with the previous approval of the proposed annexation. The City Council disclosed they had no ex parte communications on the subject matter since the time of the previous approval.

Mayor Johnson made a motion, second by Council Member Hansen, to introduce Ordinance No. 1846 amending the Official District Map of the City of Lodi and thereby prezoning the parcel located at 13333 North West Lane (APN 058-100-03) from AG-40 (County) to Planned Development 43 (PD-43).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Mounce

- I-2 Adopt Resolution Authorizing the City Manager and Treasurer to Execute All Agreements

Necessary to Award Contracts to Bank of the West for General Banking Services and to Bank of America for Lockbox Services (CM)

City Manager Bartlam briefly introduced the subject matter of banking services contracts.

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the proposed banking services contracts. Specific topics of discussion included existing banking services, request for proposals, mandatory services, optional services, mandatory services costs, lockbox and related costs, remote deposit capture and costs, overnight sweep, debit and credit card processing and costs, line of credit, evaluation process, evaluation results, cost summary, rationale, proposed recommendation, and requested action.

In response to Mayor Johnson, Mr. Ayers stated the Government Finance Officers' Association recommends a stand-alone versus pool coverage for insurance.

In response to Council Member Hansen, Mr. Ayers stated currently for mailed payments delivery occurs at the post office, staff picks up the envelopes and takes them back to Finance, the payments are processed through a worn-out machine for bar code reading, and the proposal is to contract out this service.

In response to Council Member Nakanishi, Mr. Ayers stated the City does accept electronic payment, the lockbox is for mailed payments only, and the proposed savings includes daily staff time for processing.

In response to Mayor Johnson, Mr. Ayers stated lockbox usage could be reduced if customer habits change and the cost for that service could be adjusted accordingly.

In response to Mayor Johnson, Mr. Ayers stated conversion to electronic media is not connected to paypoints, which currently only accept cash.

In response to Mayor Johnson, Mr. Ayers stated the hardware associated with the sweep proposal consists of a small unit that is connected by Ethernet or provides wireless access.

In response to Council Member Nakanishi, Mr. Ayers stated currently the overnight sweep is a manual process.

In response to Council Member Hansen, Mr. Ayers stated F&M Bank used to process card services in-house but sold those particular services to Elavon a few years ago.

In response to Council Member Hansen, Mr. Ayers stated Bank of the West has approximately 440 public agency clients nationwide and he is not sure about F&M Bank.

In response to Council Member Nakanishi, Mr. Ayers stated approximately \$170 million is processed through F&M Bank annually.

In response to Council Member Hansen, Mr. Ayers stated he reviewed the proposals from a gross perspective instead of a net perspective and he did check references for F&M Bank as well as Bank of the West.

The following individuals spoke in favor of continuing the City's banking services with F&M Bank based on customer service, competitive rates and services, local presence and job creation, and involvement in the community: Krista Steele, F&M Bank; Claude Brown; Frank Alegre; Jerry Ferraro; and Ken Steinwert, F&M Bank.

The following individuals spoke in favor of awarding the City's banking services to Bank of the West based on customer service and competitive rates and services: Dan Campbell, Bank of the West; Calvin Moss, Bank of West; and Shawn Fulton, Bank of West.

In response to Mayor Johnson, Mr. Campbell confirmed Elavon could have provided Bank of the West with a more favorable rate than F&M Bank based on the number of public agency clients.

In response to Council Member Hansen, Mr. Ayers stated the two rating agencies used were Bankrate and Bowers, there are a number of rating agencies for banks, and a minimum 3-star rating was required.

In response to Council Member Hansen, Mr. Ayers stated the letter F&M Bank refers to offering a five-year rate was presented in a questionable manner and it was therefore not acted upon further.

In response to Council Member Hansen, Mr. Ayers stated the request for proposals and responses were evaluated from a gross versus net perspective for equalization purposes.

In response to Council Member Hansen, Mr. Ayers stated from a net perspective it is possible that at the end of the day Bank of the West would be lower and have higher interest earnings based upon the same amount of money in holdings.

The City Council provided general direction to staff to obtain additional information regarding gross and net values for the proposals and agendize the matter for Council consideration at a future date.

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:15 p.m., in memory of long-time Lodi resident Jack Loftus, who passed away on May 3, 2011.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 18, 2011**

C-1 Call to Order / Roll Call

The Special Council meeting of May 18, 2011, was called to order by Mayor Johnson at 5:30 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

(a) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Re: Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to GC §54957.6

(b) Pursuant to GC §54956.9(c); One Potential Case; Conference with Legal Counsel - Initiation of Litigation: City of Lodi v. Lodi Police Officers' Association Regarding 2007-2011 Memorandum of Understanding; and Threatened Litigation: Government Code §54956.9 (b); One Case; Potential Suit by Lodi Police Officers' Association Against City of Lodi Based on Concession Agreements

(c) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers and Lodi Police Officers Association, Pursuant to GC §54957.6.

At 5:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:40 p.m.

C-3 Return to Open Session / Disclosure of Action

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

Items C-2 (a), C-2 (b), and C-2 (c) were discussion and direction only with no reportable action. Mr. Schwabauer provided a brief overview of the current status of labor negotiations with respect to approved and pending agreements with the various bargaining groups.

C-4 Adjournment

There being no further business to come before the City Council, the special meeting was adjourned at 7:00 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
MONDAY, MAY 23, 2011**

A. Roll call

The Special Joint City Council meeting with the Lodi Arts Commission of May 23, 2011, held at Hutchins Street Square, 125 S. Hutchins Street, Lodi, was called to order by Mayor Johnson at 5:30 p.m.

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

Absent: Council Member Katzakian

Also Present: City Manager Bartlam, Deputy City Attorney Magdich, and Assistant City Clerk Robison

Also in attendance from the Lodi Arts Commission were the following: Ben Burgess, Nancy Carey, Catherine Metcalf, Maria Singleton, and Sandi Walker-Tansely.

B. Topic(s)

B-1 Discussion of Items of Mutual Concern

Cathy Metcalf, Chair of the Lodi Arts Commission, provided a PowerPoint presentation. Topics of general discussion included the partnerships of the Lodi Arts Commission, Lodi Arts Foundation, and the Art in Public Places Advisory Board; events including First Friday Art Hop, Artisan Masters, Project Lodi Art, Starry Night Poetry Readings, and Cinco de Mayo Celebration; the interactive sculpture display in Downtown Lodi and the Japantown mural dedication; grants and review of grant recipients; scholarships and fundraising; upcoming events including the taco truck cook off, sidewalk mosaic dedication celebration, and Artisan Masters; Arts Commission's upcoming 30th anniversary in March 2012; and ongoing support of the arts program.

Susan Pirie with Central Valley Youth Symphony spoke of the benefits of being a Lodi Arts Commission grant recipient; Ros Bollinger, Chair of the Lodi Arts Foundation, gave an update on the mission, fundraising, and activities of the Lodi Arts Foundation; and Rich Allen with the Lodi Community Arts Center reported on the upcoming plein air artists program to be held in Downtown Lodi over Father's Day weekend.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 6:55 p.m.

ATTEST:

Jennifer M. Robison
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 24, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 24, 2011, commencing at 7:00 a.m.

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

Absent: Council Member Nakanishi

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

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2011/12 Budget (CM)

City Manager Rad Bartlam and Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the Fiscal Year 2011/12 Budget. Specific topics of discussion included an overview of the general fund departments including police, fire, public works, administration, internal services, and non-departmental. Additional topics of discussion included staffing, major cost increases, concessions, and capital outlay.

In response to Council Member Hansen, Mr. Ayers stated the medical cost projections are based on history and usage, actual numbers will be received in September, and a true-up will occur at mid-year review.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated the contingency plan if the 12% projection is off is the true-up at mid-year after the actual numbers are received. Mr. Bartlam stated the reserves are a last case scenario and differences, if any, would likely be resolved through salary savings by way of natural progression.

In response to Council Member Hansen, Mr. Ayers confirmed there are 73 sworn personnel in the Police Department assuming there are no reductions due to lack of concessions.

In response to Council Member Hansen and Mayor Pro Tempore Mounce, Mr. Ayers and Mr. Bartlam confirmed there are currently 23 dispatchers, one will be lost through early retirement leaving 22, and two could be lost due to a lack of concessions leaving 20, which will leave one supervisor and two leads in the unit.

In response to Mayor Johnson, City Attorney Schwabauer confirmed there are two early retirements pending in the Fire Department and a third position will likely be lost due to a pending transfer to another agency.

In response to Mayor Johnson, Mr. Ayers stated the total number of retirements through the early retirement incentive is 14.

In response to Council Member Hansen, Mr. Ayers confirmed the current and previous year's reduction to the Downtown Lodi Business Partnership and San Joaquin Partnership of 15%. Mr. Ayers stated any reductions to Visit Lodi must be done through its contract, which currently requires the City to pay it 19% of transient occupancy tax for a five-year period.

In response to Council Member Hansen, Mr. Ayers stated currently some reimbursement is received for overtime and other staffing and department costs associated with the Grape Festival but not other similar events.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated the cost recovery is accounted for in the non-departmental although the narrative is provided under the economic development section.

In response to Council Member Hansen, Mr. Ayers stated the increase in the County's property tax administration fee is based on a formula that is somewhat of a mystery, the allocation base is currently under litigation, and the City is under a tolling agreement for the fee.

In response to Mayor Pro Tempore Mounce, Mr. Schwabauer confirmed there are no costs to the City for the litigation as the tolling agreement currently covers the City and litigation should be resolved this year.

In response to Mayor Johnson and Council Member Katzakian, Mr. Ayers stated the \$660,000 debt service for Hutchins Street Square, which retires in 2032, is accounted for in the general fund and the department budget.

In response to Mayor Johnson, Mr. Ayer stated he is hopeful that staff will be able to begin the financial system project in the 2012/13 year based upon the current and proposed funding availability.

In response to Mayor Johnson, Mr. Bartlam stated with respect to the current status of Fire Station No. 2, staff is in discussions with a property owner for a potential relocation site, the new Interim Fire Chief is looking at alternatives including a rebuild at the current site, the ready-made modular station remains available, and they are still several months away from a final decision on the project.

In response to Council Member Hansen, Mr. Bartlam stated the \$75,000 is needed to replace the carpeting in City Hall because it is so old and worn that there are concerns about safety and trip hazards.

In response to Myrna Wetzel, Mr. Bartlam stated the staffing minimum for engines in the Fire Department is three.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:36 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Asphalt Rubber Cape Seal, Various Streets, 2011 Project

MEETING DATE: June 1, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for asphalt rubber cape seal, various streets, 2011 project.

BACKGROUND INFORMATION: This project includes the application of an asphalt rubber cape seal on various City streets. The streets were identified through the City's Pavement Management System based on the condition of the street pavement and the traffic load. Also included in this project is a slurry seal at the Municipal Service Center (MSC) near the Electric Utility offices. The attached exhibits show the streets that will receive the cape seal and the MSC parking area for the slurry seal.

The project consists of the rehabilitation and resurfacing of various City streets with a layer of asphalt rubberized chip seal followed by a layer of slurry seal on top. The combination of the asphalt rubberized chip seal and the slurry is commonly known as a cape seal. An asphalt rubberized cape seal provides a cost-effective alternative to a more costly asphalt overlay to extend the life and rehabilitate deteriorated roads and streets within the City. This method of pavement rehabilitation has been used in the past two projects in Lodi, and staff would like to continue using it as another method of maximizing limited street maintenance resources.

While a slurry seal only seals the road and provides a new wearing surface, the asphalt rubberized cape seal provides added strength, stability and crack reduction benefits similar to the performance benefits of an overlay but at a much lower cost.

The plans and specifications for this project are on file in the Public Works Department. Approximately 111,000 square yards of cape seal of City streets and approximately 2,936 square yards of slurry seal at MSC are included in this project. The planned bid opening date is June 22, 2011.

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

FUNDING AVAILABLE: The estimated project cost of \$1,100,000 will be coming from Proposition 1B and Proposition 42 funds.

F. Wally Sandelin
Public Works Director

Prepared by Mark Chamberlain, Senior Engineering Technician - Survey
FWS/MC/pmf
Attachments
cc: Deputy Public Works Director – Utilities

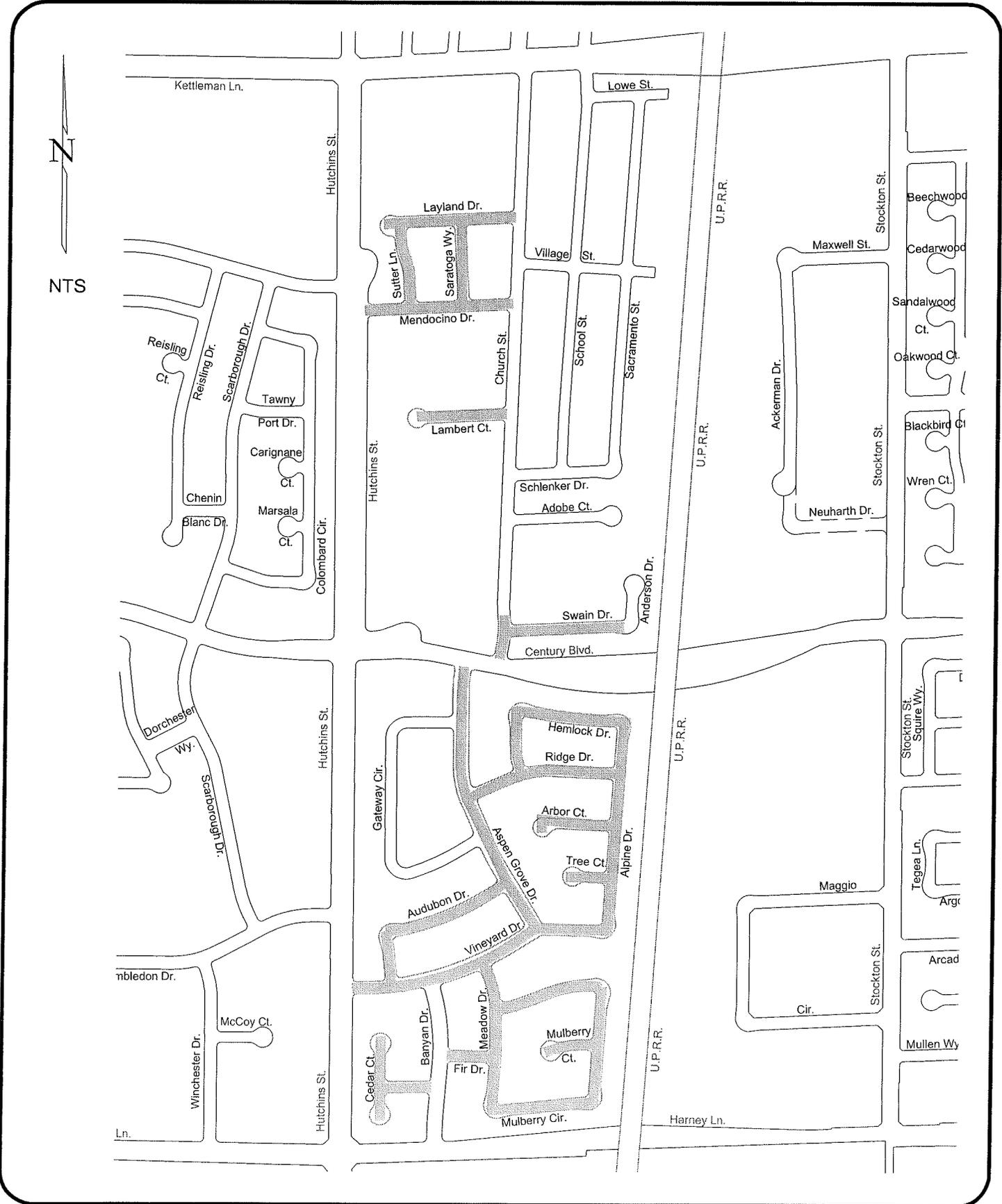
APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

CAPE SEAL AREA 1 KETTLEMAN - HARNEY HUTCHINS - UPRR





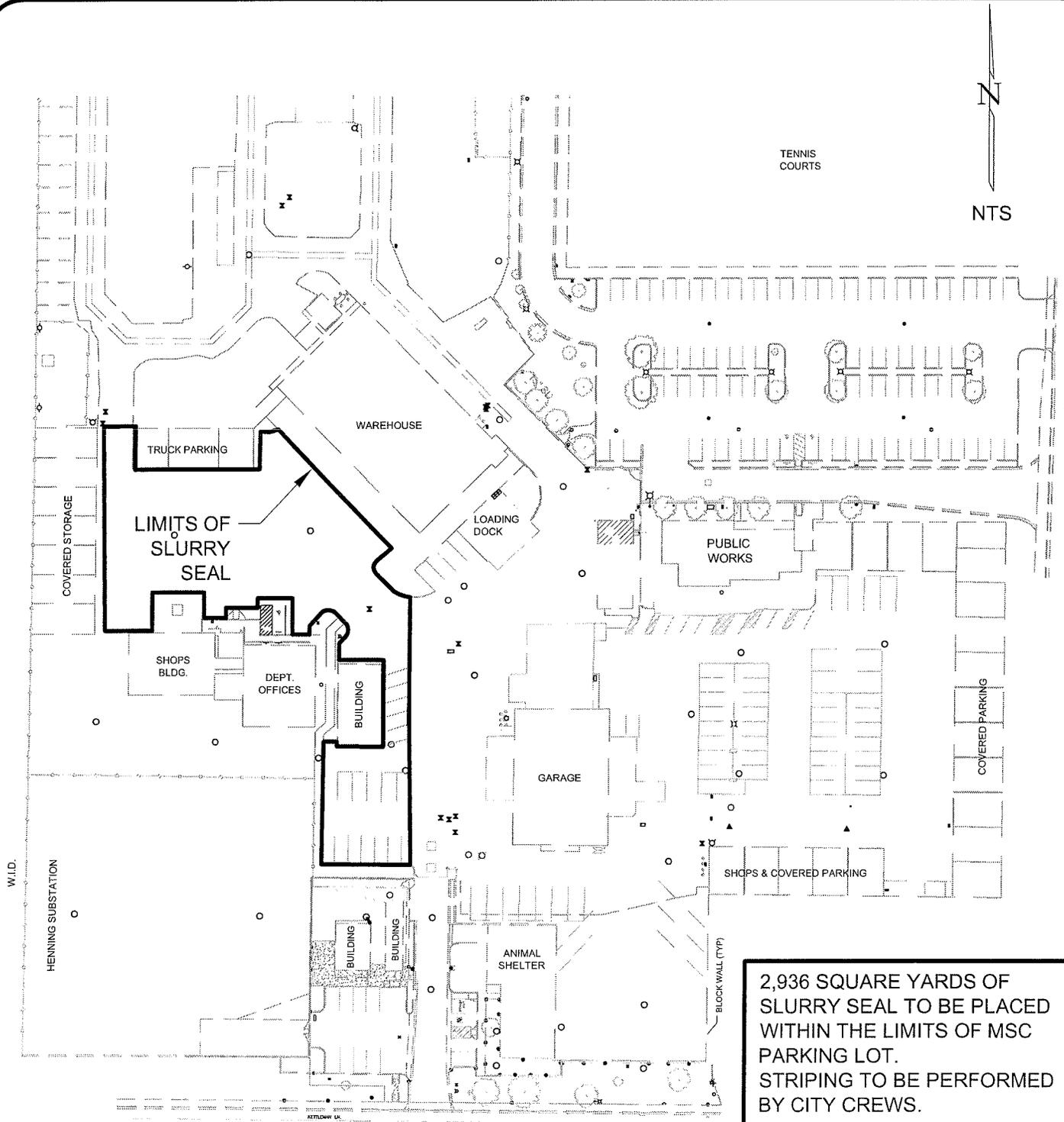
CITY OF LODI

PUBLIC WORKS DEPARTMENT

MUNICIPAL SERVICE CENTER

1331 S. HAM LN.

PARKING LOT SLURRY SEAL



2,936 SQUARE YARDS OF
SLURRY SEAL TO BE PLACED
WITHIN THE LIMITS OF MSC
PARKING LOT.
STRIPING TO BE PERFORMED
BY CITY CREWS.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for 2011 Disabled Access Improvements, 100 Block West Elm Street and 111 North Stockton Street

MEETING DATE: June 1, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for 2011 disabled access improvements, 100 block West Elm Street and 111 North Stockton Street.

BACKGROUND INFORMATION: This project is part of the City of Lodi's 2010/11 Community Development Block Grant (CDBG) allocation.

The work consists of the modification of existing parking stalls for the purpose of constructing Americans with Disabilities Act (ADA) compliant accessible parking stalls.

The existing disabled parking stalls in the 100 block of West Elm Street must be modified to include the addition of a van-accessible stall and proper signage and to provide cross slopes in the parking area and the pedestrian area that meet ADA requirements. In addition, ADA regulations do not allow the encroachment of pedestrian ramps into the pavement area. The proposed ramps have been reconfigured to remove the pedestrian ramps from the vehicle parking areas. The existing six disabled parking stalls will be replaced with one van-accessible stall and two disabled parking stalls.

The parking stall modifications in the 100 block of Elm Street were discussed as part of the "Update of 2005 Americans with Disabilities Act Transition Plan" at the April 1, 2008 Shirtsleeve Session. Council was given a report on the completed transition plan projects and a listing of future ADA projects. The proposed Elm Street project in 2008 converted six disabled access stalls to four regular time-limited stalls and one van-accessible stall. The current design will convert the six disabled-access stalls into two regular time-limited stalls, two disabled parking stalls and one van-accessible stall. Exhibits A and B show the existing parking layout and the proposed parking layout, respectively.

This project will also modify the existing parking lot at 111 North Stockton Street with the installation of a van-accessible parking stall and a disabled parking stall. Currently, this location does not have any parking stalls for the disabled. Exhibit C shows the proposed layout of the new ADA parking stalls.

Plans and specifications are on file in the Public Works department. The planned bid opening date is July 6, 2011.

FISCAL IMPACT: There could be a slight increase in long-term maintenance costs due to the additional signage and striping.

FUNDING AVAILABLE: 2010/11 CDBG Funds: \$140,000

F. Wally Sandelin
Public Works Director

Prepared by Wesley Fujitani, Senior Civil Engineer
FWS/WKF/pmf
cc: Joseph Wood, Neighborhood Services Manager

APPROVED: _____
Konradt Bartlam, City Manager

100 Block West Elm Street North Side

Plan View of Existing Parking Layout

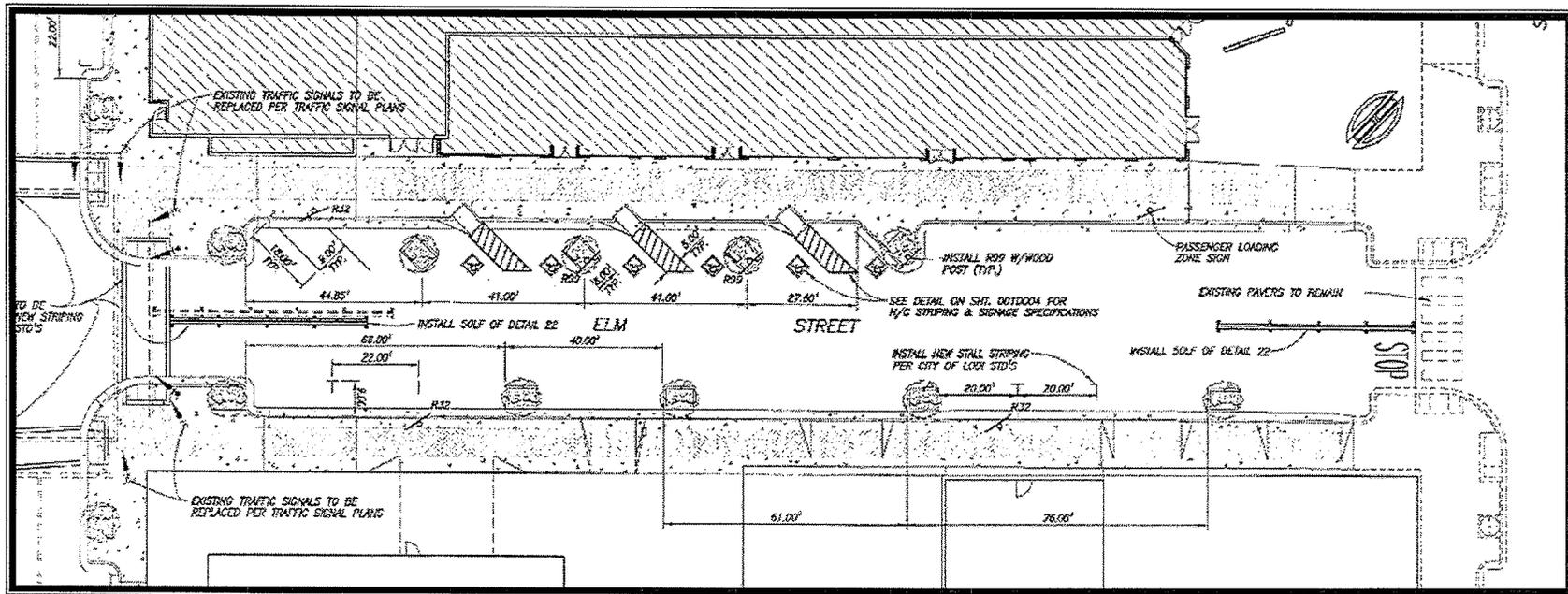


Exhibit A



CITY OF LODI

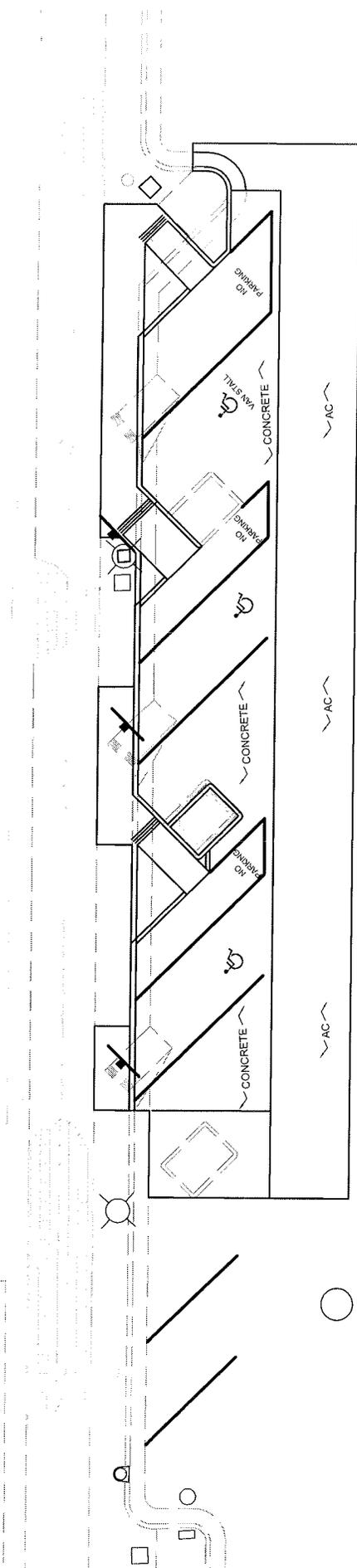
PUBLIC WORKS DEPARTMENT

HANDICAP RAMP REPLACEMENT 100 BLOCK ELM ST AT STADIUM 12 THEATER

SCOOTERS

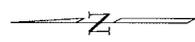
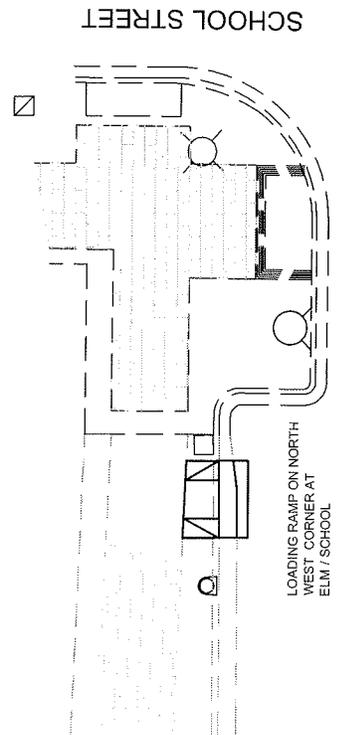
SCOOTERS

TIRIYAKI TIME



ELM STREET

SCHOOL STREET

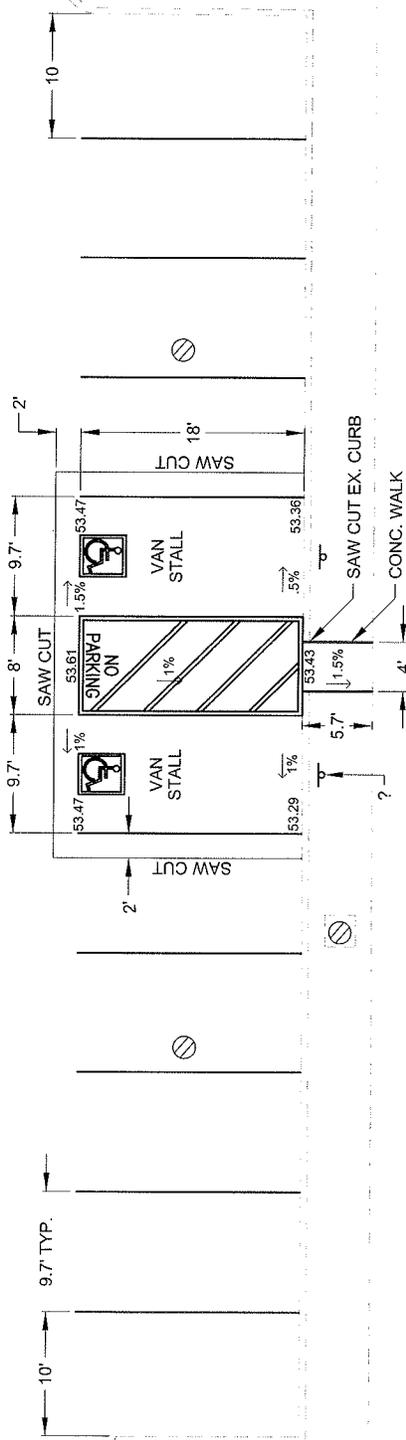
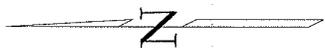


SCALE 1"=20'

ELM STREET

111 N. STOCKTON ST.

STOCKTON ST.



ELM ST.

NO.	DATE	BY	DRAWN	NAS	DESIGN	NAS	SCALE	1"=10'	FOR NUMBER	DATE
							APPROVED			
							PUBLIC WORKS DIRECTOR	NO. 3998		DATE



CITY OF LODI
PUBLIC WORKS DEPARTMENT



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Memorial Bench and Plaque Project in Memory of Coach Don Womble
MEETING DATE: June 1, 2011
PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Accept memorial bench and plaque project in memory of Coach Don Womble.

BACKGROUND INFORMATION: On April 25, 2011, staff received a letter requesting a memorial bench project at Lodi Lake Park in memory of Coach Don Womble. Mrs. Womble was provided a copy of the current Memorial Park Bench and Tree Policy and additional information related to her request. Staff has met with the Womble family to discuss the project location, project costs and policy protocol.

At the May 3, 2011, Parks and Recreation Commission meeting, the Commission voted to approve this request and recommend that City Council support the project.

FISCAL IMPACT: The project is estimated to cost \$448.13. Mrs. Lou Womble has agreed to provide all necessary funding for this request by way of the attached letter.

FUNDING AVAILABLE: Donation from the Womble family.

James M. Rodems
Parks, Recreation and Cultural Services Director

Prepared by Steve Dutra, Park Superintendent

JMR\SD:tl

cc: City Attorney

APPROVED: _____
Konradt Bartlam, City Manager



PARKS, RECREATION, AND CULTURAL SERVICES
MEMORANDUM

To: City Council
From: Steve Dutra, Park Superintendent
Date: May 24, 2011
Subject: Womble Memorial Bench

The Parks Division provided the Womble family an engineers estimate regarding their request for a memorial bench for Coach Womble.

The project consists of renovating an existing park bench located on the north side of Lodi Lake Park.

Park staff will provide materials and labor to accomplish the following tasks:

Remove and replace existing weathered/worn lumber on the existing bench
Form and pour additional concrete in front of the existing park bench
Wet set a memorial plaque into the new concrete

Engineers estimate is attached.



PARKS, RECREATION, AND CULTURAL SERVICES
MEMORANDUM

4/6/11

Mrs. Womble

RE: Engineer's Estimate

Project materials – lumber, concrete and fasters	\$ 94.63
Project staff labor – 3 hours @ \$34.50 per hour	\$103.50
Project plaque estimated (Final plaque cost based on finished design)	\$250.00
Project Estimate	\$448.13

Payment will not be necessary until we have an exact final project cost, which typically come under our estimate.

APPROVED: _____
Konradt Bartlam, City Manager

To: Steve Dutra
C/O Lodi Parks and Recreation

From: Don Womble Family
11277 N. Highway 99
Lodi, CA 95240

Re: Bench and Plaque at
Lodi Lake

April 25, 2011

Steve,

This is a request from our family for you to proceed with the project to refurbish the bench we agreed upon near the finish line of Cross Country races.

We accept your proposal and the estimate, realizing the price may differ somewhat upon completion.

We do want you to go ahead with the plan and to install the bronze plaque in cement where it can be read by people who sit on the bench.

We would like for the plaque to read:

In Memory of
Coach Don Womble
1926-2010
Did you get a PR today?

If this is too many lines, please exclude the 1926-2010.

Thank you for meeting with us and helping us plan this project.

Sincerely,


Lou Womble



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at Nine Locations During Fiscal Year 2011/2012 (\$378,000)

MEETING DATE: June 1, 2011

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution approving contract with Lodi Unified School District to provide after school staff support for the Bridge program at nine locations during Fiscal Year 2011/2012 (\$378,000).

BACKGROUND INFORMATION: The Parks, Recreation, and Cultural Services Department and Lodi Unified School District have negotiated an agreement for the City to operate the Bridge programs at Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, Washington, and Victor Elementary Schools for Fiscal Year 2011/12. The District is the grantee and the City of Lodi will be the sub-recipient of the grant funding received for this program through the California Department of Education.

In order to provide the recreational component required by Bridge grant standards, the District has entered into agreements with participating community-based organizations of which the City of Lodi Parks, Recreation, and Cultural Services Department is one. Other participating community-based organizations include the City of Stockton Parks and Recreation Department and the Lodi Boys and Girls Club. Each of these organizations will provide staff and supervision for its respective site. Costs to provide the aforementioned services will be reimbursed to the participating community-based organizations by the District as the programs' designated fiscal agent pursuant to the agreement.

This contract is scheduled to go before the Lodi Unified School District Board for consideration on June 21, 2011, and is anticipated to be approved without reservation.

FISCAL IMPACT: The terms of the agreement include estimated revenues to the City of Lodi Parks, Recreation, and Cultural Services Department of \$378,000. These revenues will be received on a reimbursement basis (as costs are incurred by the City the District will reimburse the City). Therefore, the programs would be operated on a no-net-cost basis to the City (there will be no General Fund contribution for the operation of these programs).

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Funding will be provided by the After School Safety and Enrichment grant that was awarded to the District.

Jordan Ayers, Deputy City Manager

James M. Rodems
Parks, Recreation and Cultural Services Director

JR:tl

cc: City Attorney

**LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and
City of Lodi Parks and Recreation Dept. hereinafter called the Contractor. Independent Contractor shall provide the
following services to Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, Washington, and Victor Elem. to
provide support for education offering academic and enrichment components to assist the district in significantly increasing
student performance and eliminating the achievement gap.

The services shall begin on July 25, 2011 at _____ and be completed by May 31, 2012.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a bi-annual progress payment after each semester, upon approval of a work completion statement:
\$ Not to exceed: \$378,000.00 Three Hundred Seventy Eight Thousand Dollars.

Funding/Account Code: 01.6010.0.1110.1001.5800.942.6412.00

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members, or representatives shall not be liable for any loss, damage, injury, or liability of any kind, person, or property arising from the acts, omissions, or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Independent Contractor

Signature

Date: _____

Address: Konradt Bartlam, City Manager

125 N Stockton, St., Lodi, CA 95240

Phone: 209.333.6742 www.lodi.gov

District

Requested by: *Oliver Oltz* 4/28/11
(Date)

School Site: _____
(Date)

Authorized by: _____
(Date)

Approved by: _____
Chief Business Officer

Date of Board Ratification: _____

THIS CONTRACT IS NOT VALID UNTIL RATIFIED BY THE BOARD OF TRUSTEES
APPROVE AS TO FORM ATTEST

rev. 7/20/07

Steph
D. STEPHEN SCHWABAUER. CITY ATTORNEY

RANDI JOHL. CITY CLERK

LUSD	9 Sites		Bridge	Proposed	Budget	2011-2012
Site 1	Capacity	Position	Rate	Ave Hr	Site Total	Match
Beckman	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
	Supplies			\$1,603		
Total					\$42,000	\$5,300.00
Site 2	Capacity	Position	Rate	Ave Hr	Site Total	Match
Borchardt	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
	Supplies			\$1,603		
Total					\$42,000	\$5,300.00
Site 3	Capacity	Position	Rate	Ave Hr	Site Total	Match
Nichols	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
	Supplies			\$1,603		
Total					\$42,000	\$5,300.00

Staffed for 80 at each site
1:20 Ratio

Site 4	Capacity	Position	Rate	Ave Hr	Site Total	Match
Heritage	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,603	
Total					\$42,000	\$5,300.00
Site 5	Capacity	Position	Rate	Ave Hr	Site Total	Match
Woodbridge	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,603	
Total					\$42,000	\$5,300.00
Site 6	Capacity	Position	Rate	Ave Hr	Site Total	Match
Needham	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,603	
Total					\$42,000	\$5,300.00

Staffed for 80 at each site
1:20 Ratio

Site 7	Capacity	Position	Rate	Ave Hr	Site Total	Match
Lawrence	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies				\$1,603
		Total				\$42,000
Site 8	Capacity	Position	Rate	Ave Hr	Site Total	Match
Washington	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies				\$1,603
		Total				\$42,000
Site 9	Capacity	Position	Rate	Ave Hr	Site Total	Match
Victor	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$18.00	174	\$3,132	
		Coord.	\$20.00	100	\$2,000	
		Rec. Manager	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies				\$1,603
		Total				\$42,000

Staffed for 80 at each site
1:20 Ratio

8 Sites

Bridge Budget

2010-2011

Grand Total		9 sites@\$42,000			\$378,000	
		Matches				\$47,700.00

**Staffed for 80 at each site
1:20 Ratio**

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT BETWEEN LODI UNIFIED
SCHOOL DISTRICT AND THE CITY OF LODI TO
PROVIDE THE BRIDGE PROGRAM AT NINE
LOCATIONS DURING FISCAL YEAR 2011-12

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorizes the City Manager to execute a contract in the amount of \$378,000 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge program at nine locations during fiscal year 2011-12.

Dated: June 1, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Assignment of Professional Services Agreement from InSite Environmental, Inc. to Kleinfelder West, Inc. for Environmental Services Related to the Lodi West 60kV Power Line Project

MEETING DATE: June 1, 2011

PREPARED BY: City Manager

RECOMMENDED ACTION: Approve assignment of Professional Services Agreement from InSite Environmental, Inc. to Kleinfelder West, Inc. for environmental services related to the Lodi West 60kV Power Line Project.

BACKGROUND INFORMATION: In August, 2009, the City of Lodi entered into an agreement with InSite Environmental, Inc. for preparation of environmental documents related to the proposed Lodi West 60 kV Power Line Project. As the City Council is aware, this project would extend power from the City to the White Slough property. The majority of the contract has been completed with just public hearings remaining to be finished.

The purpose of the action before the City Council is to grant an assignment of the attached agreement. InSite Environmental, Inc. is selling its business to Kleinfelder West, Inc. We do not expect that this acquisition will impact the completion of the work. As such, we do not have any concerns with having the City Council approve the transfer.

FISCAL IMPACT: There is no financial impact to the assignment of the agreement.

Konradt Bartlam
City Manager

APPROVED: _____
Konradt Bartlam, City Manager

InSite

environmental, inc.

May 10, 2011

City of Lodi
221 West Pine Street
Lodi, CA 95241

Attn: Konradt Bartlam, City Manager

Subject: Kleinfelder Acquisition of InSite Environmental, Inc.
Request to Assign/Transfer Agreements to Successor

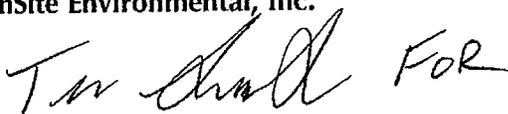
Dear Rad:

Pursuant to our recent telephone and email communications, this letter is to notify you that InSite intends to sell substantially all of its assets to Kleinfelder West, Inc., a wholly-owned subsidiary of The Kleinfelder Group, Inc. ("Kleinfelder"). Kleinfelder will become the successor to all of InSite's contracts, projects and agreements (the "Agreements") with the City of Lodi. As a requirement of the proposed acquisition, and pursuant to the terms of the Agreements, InSite respectfully requests your approval to transfer InSite's rights and obligations under the Agreements to Kleinfelder West, Inc.

I have attached a form of "consent" and a copy of the Agreement being assigned. Please indicate your consent by signing the attached consent form and returning the signed package to us by mail. As we intend to complete the sale before the end of the week, I would appreciate it if you could scan and e-mail the signed consent form as soon as possible.

If you have any questions or comments please don't hesitate to contact me at the address or phone number shown below. On behalf of all of the employees of InSite, we appreciate the working relationship we have enjoyed thus far and look forward to continuing to provide environmental planning and permitting solutions to the City of Lodi as Kleinfelder in the future. Thank you in advance for your timely assistance.

Respectfully submitted,
InSite Environmental, Inc.

Handwritten signature of Charlie Simpson in black ink, followed by the word "FOR" in capital letters.

Charlie Simpson
President

Attachments: Consent form and Agreements packages (2)

CONSENT

CITY OF LODI ("CLIENT") has been advised by InSite Environmental, Inc. ("Contractor") that Contractor intends to sell substantially all of the Contractor's assets (the "Transaction") to Kleinfelder West, Inc., a wholly-owned subsidiary of The Kleinfelder Group, Inc. (the "Assignee").

City of Lodi and the Contractor are parties to the following contracts, projects and agreements related thereto (the "Agreements"):

Job No: 1553, Lodi West 60 kV Power Line Project
Preparation of Environmental Impact Report

- Professional Services Agreement, dated August 3, 2009;

Copies of the subject Agreements and any known amendments, modifications and supplements are attached. Pursuant to the terms of the Agreements, the written consent of CLIENT is required prior to the assignment of the Agreements to the Assignee.

Accordingly, the City of Lodi consents to the assignment by the Contractor of the Agreements, effective as of the closing of the Transaction, to the Assignee. In addition, CLIENT hereby acknowledges that, to the best of its knowledge, (i) the attached are true and complete copy of the Agreement(s) and all known amendments, modifications or supplements thereto (oral or written) and (ii) no other consent or approval by the City of Lodi under any other agreement, instrument, document, arrangement or understanding is required in connection with the Transaction.

City of Lodi

By: _____
Name: Konrad Bartlam
Title: City Manager

Dated: _____, 2011

Approved as to form 

City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of August 3, 2009, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INSITE ENVIRONMENTAL, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3
COMPENSATION

Section 3.1. Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A.

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

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

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

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

this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the active negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

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

Section 4.4 Responsibility of CITY

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

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

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

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured's insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

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

(c) Separation of Insured's Clause

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

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

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

To CITY: City of Lodi
Blair King, City Manager
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: InSiteEnvironmental, Inc
Charles Simpson, Principal
6653 Embarcadero Drive, Suite Q
Stockton, CA 9521

Section 4.10 Cooperation of CITY

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

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

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

Section 4.14 Captions

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

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

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

Section 4.19 Authority

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

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form,

which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

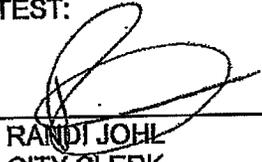
CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

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

CITY OF LODI, a municipal corporation

ATTEST:

By


RANDI JOHL
CITY CLERK

By


BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

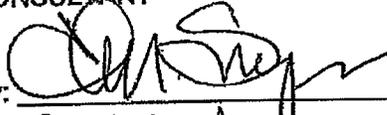
By


D. STEPHEN SCHWABAUER
CITY ATTORNEY

CONSULTANT

By:

Its:


President

InSite

environmental, inc.

March 31, 2009

Konradt Bartlam, Interim Director
Lodi Community Development Department
City Hall
221 West Pine Street
Lodi, CA 95241

Re: City of Lodi Electrical Utilities Department "Lodi West 60-kV Power Line Project"

Dear Mr. Bartlam,

On behalf of InSite Environmental, I appreciate the opportunity to submit this proposal for preparation of the Environmental Impact Report (EIR) for the Lodi West 60-kV Power Line Project. InSite is very excited about this project; it is located near our offices in north Stockton and presents us with another opportunity to work with the City of Lodi. InSite has in-depth experience in the Lodi-Stockton vicinity, and we also bring to the table substantial experience in the environmental review of electrical transmission lines.

The Lodi West Project would involve the construction of approximately six miles of 69-kV transmission line, approximately half of which would be located on joint poles with PG&E facilities. The proposed transmission line would link the existing NCPA facility at the city's White Slough Facility with the City's Westside substation. The proposed line passes through the influence area of Kingdon Airpark, and the proposed facilities are within the viewshed of several existing homes along the proposed alignment. Although wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County, the proposed transmission line is located in the politically sensitive area separating Lodi and Stockton.

The City of Lodi retained consultants to evaluate the feasibility of the proposed project and to engage in stakeholder meetings with PG&E, agencies and members of the public. In spite of these efforts, and following the evaluation of several alternatives, the proposed project remains potentially controversial. As a result, the City has required the preparation of an EIR before it considers project approval.

InSite Environmental has had extensive experience in the preparation of CEQA documents for electrical expansion activities, including the evaluation of environmental feasibility and environmental impacts of proposed transmission lines. Our projects have included 69-kV, 115-kV and 230-kV lines as well as associated substations, switching equipment and distribution facilities. During the deregulation period, InSite Environmental evaluated several projects for the Modesto Irrigation District (MID), including their recently completed 230-kV intertie between the Westley switching station and MID's Rosemoore substation in west Modesto. Several of our MID projects involved 69-kV and 115-kV transmission lines projects on wood pole systems, including stand-alone and joint-pole

Page 2 of 2
Konradt Bartlam
Lodi West Power Line Project

facilities. In each case, the environmental issues were similar to those associated with the proposed Lodi West project, involving issues of aesthetic, biological and cultural resource sensitivity.

In addition to these individual project analyses, InSite was also responsible for the preparation of a Program EIR addressing MID's overall electrical expansion program that extended over an approximately 5,500-square mile area. The Electrical Expansion Program EIR remains in use by MID staff today as an in-house planning and decision-making tool as well as a means to facilitate environmental review of ongoing electrical expansion projects.

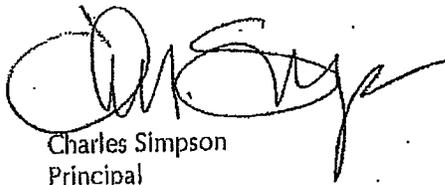
The attached materials constitute our response to the RFP, and they respond directly to the RFP's outline of required submittals. Attached for your review and consideration are the following:

- Detailed scope of work required to prepare and process the EIR, including time required to reach the identified milestones.
- Brief bio sketch of InSite Environmental and its two proposed subcontractor firms: Moore Biological Consultants and The Genesis Society.
- Description of InSite Environmental's project experience, including specific experience on electrical utility projects.
- Schedule and time table for project completion.
- Proposed budget.

InSite Environmental is fully insured and prepared to enter into the City's standard agreement for consulting services, and we are ready to begin work immediately. We look forward to the opportunity to assist the City of Lodi Community Development and Electrical Utility Departments in the completion of environmental review of the Lodi West 60-kV Power Line project.

If you have any questions or would like any additional information about our firm or our proposal, please do not hesitate to contact me.

Sincerely,



Charles Simpson
Principal

1.0 PROPOSED SCOPE OF WORK (Revised 4-23-09)

The proposed project involves construction and operation of a planned 60 kilovolt (kV) transmission line by the City of Lodi Electrical Utility Department that would connect the City's proposed Westside substation with existing Northern California Power Agency (NCPA) facilities at the City's White Slough wastewater plant located west of I-5. The purpose of the project is to increase the reliability of the City's electrical system by providing a second point of supply; the City system is presently served with power supply from a single PG&E substation located in the unincorporated area. The White Slough facility is not contiguous with the City of Lodi but is within the City limits.

The preferred transmission line alignment would be approximately six miles in length and would extend west along portions of State Route 12, a private road, Harney Lane, DeVries Road, Tredway Road, Ray Road, a 4,000 linear foot section of private property, onto City of Lodi property, across I-5 to the White Slough plant. With the exception of the private land sections, the project would be located within existing highway and road rights-of-way. The project would involve the installation of approximately 77 poles, about half of which would be shared with existing PG&E distribution and other overhead facilities under a joint pole agreement; steel poles may be used at corners where required.

The City completed an analysis of seven alternative alignments for the proposed transmission line in 2007, which recommended the current preferred alignment. A 2008 review of the previous study, the Preferred Alternative Line Route Study, again recommended the preferred alignment. Nonetheless, the City wishes to carry forward some of the alternatives for consideration in the environmental review of the preferred analysis.

Construction of the proposed transmission line would not involve substantial permanent disturbance, and wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County. Nonetheless, the project would require some right-of-way acquisition, and proposed line is located in the politically-sensitive areas close to and separating Lodi and Stockton. The proposed line crosses I-5 and the approach/takeoff path of Kingdon Airpark, and proposed facilities are within the immediate viewshed of existing residences along the alignment. While the City has engaged in stakeholder meetings with Caltrans, PG&E, other agencies and the public, the project is considered potentially controversial, and the City has determined that an EIR should be prepared.

InSite Environmental proposes to prepare and process the EIR for the Lodi West 60 kV Power Line Project on behalf of the City of Lodi Community Development Department and the Lodi Electric Utility. As requested in the RFP, InSite will assume responsibility for all aspects of EIR processing. InSite has had extensive experience in the preparation of CEQA documents for electrical system improvement projects similar to the proposed project and involving comparable issues, as documented in a subsequent section of this proposal. This section of our proposal sets forth InSite Environmental's proposed Scope of Work. The proposed Scope of Work is comprehensive in that it addresses the preparation of the Draft and Final EIRs and the completion of all required elements of the CEQA process, including

InSite Environmental, Inc.

preparation of the Notice of Preparation and other required notices, a Mitigation Monitoring/Reporting Program, and a findings document.

TASK 1.0: PROJECT MANAGEMENT SERVICES

Task 1.1: Project Initiation

Upon notification of selection, InSite will schedule a meeting with City of Lodi staff to finalize the scope of work, budget and schedule for the project. This meeting would be expected to include clarification of the project description and objectives, treatment of alternatives, available information, contact identification, and discussion of potential impacts, mitigation measures and a cumulative impact analysis scenario to be explored in the EIR.

InSite Environmental's involvement in the project will be initiated on receipt of a written Notice to Proceed or a signed contract.

Task 1.2: Project Management Meetings

InSite Environmental will confer regularly with City staff and others as needed during the preparation of the EIR and related activities to manage workflow and budget issues. These meetings may be face-to-face or by conference call as jointly determined with the City; however, due to InSite's location, regular face-to-face meetings would not present a problem. The agenda for update meetings would continue to include the project and environmental issues as well as schedule and processing concerns, information needs or other issues.

InSite Environmental will remain available throughout the term of the contract (i.e. until the job is done) to meet with City staff by phone or in person as requested.

Task 1.3: Data Collection

InSite Environmental will initiate its environmental work by obtaining and reviewing background information on the project and project alternatives as well as general information related to EUD facilities and operations. InSite will review City of Lodi and San Joaquin County planning and policy documents relevant to the project area. InSite will also collect and review agricultural, air quality, biological, geological, soils, aerial photography, and other documentation related to the area and applicable to the project. Specific information to be collected is described in more detail and by subject in Section 4.0.

TASK 2.0: SCOPING AND NOTICE OF PREPARATION

Task 2.1: Pre-Project Public Meetings

In order to address potential landowner concerns pro-actively, and prior to publication of the Notice of Preparation (NOP), the City would convene a "by-invitation" Pre-Project Meeting to discuss the project need, purpose and alternatives and to seek public input in identifying a preferred route among the top three alternate routes. Public invitees would consist of property owners adjoining the proposed alignments and any other interested parties identified by the City. InSite Environmental would attend this meeting and would participate in presenting the project and in facilitating the discussion, particularly with respect to environmental and planning issues.

It is anticipated that some of the selected landowners may have concerns that would not be fully addressed at the Pre-Project Meeting. These issues may need to be addressed in a "one-on-one" or small group setting. InSite's cost proposal includes a budget for preparation for and participation in up to five of these meetings, assuming they are conducted in the Lodi or Stockton vicinity.

The information gathered during the Pre-Project Meetings would be used by the City to determine the preferred route, which would in turn be identified in the NOP. Issues raised in the Pre-Project Meetings will be identified in a Memorandum that will reflect the issue and qualitatively evaluate the three alternate routes being discussed against the environmental and planning issues being raised. It should be noted that technical and/or engineering related issues are to be addressed by others.

Optional Approach

An alternative approach that could be considered by the City of Lodi would be to conduct public scoping meetings as described above except during the NOP review period as "scoping" meetings. The NOP would identify the three alternate routes, either identifying the apparent preferred route (Alternative 7) or indicating that a preferred route would be identified in the EIR following planned scoping meetings. In either case, the remaining two alternative routes would be included in the EIR's alternative analysis. The Pre-Project Meetings identified under Task 2.1, above would then be conducted under Task 2.3.

Please note that the cost associated with either approach would be the same. It is assumed that the City will provide direction as to the selected approach at the initial project meeting.

Task 2.2: Notice of Preparation

Following project initiation and clarification of the project description, InSite Environmental will prepare an Initial Study for the project using the City's preferred format or the Environmental Checklist form included in the CEQA Guidelines. With the understanding that a full-scope EIR will be prepared, the Initial Study will be brief;

InSite Environmental, Inc.

however, issues that can be sufficiently addressed and found on the basis of substantial evidence to be less than significant will be identified in the Initial Study. With the City's concurrence, these issues may not require further treatment in the EIR.

InSite Environmental will prepare a Notice of Preparation (NOP) that incorporates the Initial Study. Based primarily on the Initial Study, the NOP will describe the project, the project's potentially significant environmental issues, and their anticipated treatment in the EIR. InSite Environmental will prepare an administrative draft version of the NOP as required by the RFP and submit it to City of Lodi staff for review.

On completion of staff review, InSite Environmental will revise, duplicate and mail the IS/NOP to a mailing list defined in conjunction with City staff. The use of hard copies vs. electronic copies and/or posting on the City's web site will be discussed and utilized as deemed appropriate by staff. InSite will distribute the NOP to the State Clearinghouse. The City of Lodi will also be provided with an electronic and reproducible copy of the document.

On the close of the NOP review period, InSite will review and summarize all responses to the NOP in a Scoping Memo to be submitted to City staff for review.

Task 2.3: Scoping Meetings

During the NOP notification period, InSite will attend an Agency Scoping Meeting to be conducted by the City. In addition, if the City selects the Optional Approach outlined in Task 2.1, the Pre-Project Meetings described in that task will be conducted as scoping meetings with adjacent landowners and other invited members of the public during the NOP review process.

The issues raised in the NOP and scoping meeting process will be considered in the EIR provided they are addressed in this Scope of Work. If substantial new issues are identified that may require a change in the Scope of Work, they will be identified for consideration by the City.

TASK 3.0: ENVIRONMENTAL IMPACT REPORT

InSite Environmental will prepare an EIR for the project that complies with all applicable requirements of CEQA. The EIR document will provide City of Lodi decision-makers, other responsible agencies, and the public with a comprehensive but concise description of the potentially significant environmental effects of the project, mitigation measures that can reduce or avoid the effects, and alternatives to the project.

Task 3.1: Project Description

InSite Environmental will prepare a detailed Project Description based on information provided by the EUD and its consultants. Based on this information, InSite will prepare a written and graphic description of the project. The Project Description will include the purpose and objectives of the project, the location and physical parameters of the project,

the potential area and/or volume of physical disturbance associated with the project, permits and approvals required, proposed mitigation plans incorporated into the project, if any, project phasing, financing, and other relevant information.

Task 3.2: Administrative Draft EIR

InSite Environmental would prepare an Administrative Draft EIR (ADEIR) for initial review by City of Lodi staff. InSite Environmental would confer with the City regarding its comments on the first draft of the ADEIR; the ADEIR would be revised to reflect the City's comments and then resubmitted for a second round of review. Comments received on the second round of review would be incorporated into the EIR, which would then be tendered to the City as a Screen Check EIR, as discussed in the following task. The ADEIR would be reproduced as specified in the RFP for both rounds of review.

The scope and content of each of technical chapters of the ADEIR are described in the Section 4.0. The ADEIR would include the following chapters:

- 1.0 Introduction
 - 2.0 Summary
 - 3.0 Project Description
 - 4.0 Aesthetics
 - 5.0 Agriculture
 - 6.0 Climate and Air Quality
 - 7.0 Biological Resources
 - 8.0 Cultural Resources
 - 9.0 Geology and Soils
 - 10.0 Hazards and Hazardous Materials
 - 11.0 Hydrology and Water Quality
 - 12.0 Land Use and Planning
 - 13.0 Noise
 - 14.0 Population and Housing
 - 15.0 Public Services
 - 16.0 Transportation
 - 17.0 Utilities and Services
 - 18.0 Global Climate Change
 - 19.0 Alternatives to the Proposed Project
 - 20.0 Growth-Inducing Impacts
 - 21.0 Cumulative Impacts
 - 22.0 Significant Irreversible Environmental Changes
 - 23.0 Sources
- Appendices

The EIR will include a description of source documents, persons and internet sites consulted in the preparation of the EIR. Technical reports and other data will be incorporated into appendices, as required.

Environmental setting sections will be compiled for each technical discipline shown above. The scope of study in each discipline would vary with the importance and complexity of

InSite Environmental, Inc.

issues. The data collection process will include review of available documents, incorporation of biological and cultural resource subcontractor reports, site visits, review of mapping and aerial photography, and *consultation with agencies* that have jurisdiction or substantial interests in the project, project area, or in any public resources affected by the project.

Potential environmental effects in each of the listed technical disciplines will be identified on the basis of Environmental Setting data and "significance thresholds" defined using the CEQA Guidelines and any other applicable state, local or other standards. The impact analysis will include any potential direct impacts of the project as well as any interactive, cumulative, and indirect effects. The analysis will include preparation of chapters discussing growth-inducing impacts of the proposed project, irreversible environmental changes, and other subjects required by CEQA. Potential effects of the project on global climate change and mitigation measures for these effects, if required, will be addressed.

InSite Environmental *subcontractors* will provide technical analysis in the areas of Biological and Cultural Resources. These services will be provided by Moore Biological Consultants, Environmental Visions and The Genesis Society. Fee proposals from each of the proposed contractors are shown in the proposed budget. Fees from all subcontractors retained by InSite Environmental will be subject to a 10% carrying charge as described in our current Rate and Charge Schedule.

Environmental issues that would be addressed in the EIR are described in Section 4.0. These issues will also be detailed in the Notice of Preparation. This statement of issues is considered preliminary and may need to be amended based on input from City staff or agencies commenting on the NOP. Where the EIR identifies potentially significant impacts, InSite Environmental will identify and describe *feasible mitigation measures* that could avoid, substantially reduce, or minimize these effects. The description will identify the impact to be mitigated, the nature of the mitigation, and the level to which the environmental impact would be reduced. Any significant residual effect would be identified.

The ADEIR will include an analysis of the potential effects of reasonable *alternatives to the project* that could fulfill its objectives while minimizing impacts on the environment, based on the CEQA Guidelines. Alternatives to be addressed would include the No Project Alternative and 2-3 of the routing alternatives previously considered by the City. The alternatives to be addressed would be discussed with the City staff at the project initial meeting, and subsequently as required. Alternatives analysis would be conducted at a general level consistent with the requirements of CEQA.

The ADEIR will include an analysis of *growth-inducing and cumulative impacts*. Growth-inducing impacts would include an analysis of potential elimination of constraints to growth as a result of providing a more reliable electrical system and expanding the grid to new areas. This analysis and its conclusions will primarily rely on the Lodi General Plan. The cumulative impacts analysis would have as its basis a list of comparable projects in the project area, based on contacts with the City of Lodi, City of Stockton and the County of San Joaquin. Cumulative impacts would be analyzed in each of the technical disciplines

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addressed in the EIR. Aesthetic and biological issues would receive special attention; other analyses would be general in nature.

Task 3.3: Screen Check EIR, Draft EIR Publication and Review

Following City of Lodi staff review of the second draft ADEIR, InSite Environmental will make necessary revisions to the EIR and present it to staff as a Screen Check EIR. Following staff review of the Screen Check EIR, InSite Environmental will make final revisions to the document and reproduce the Draft EIR (DEIR) for public review as required by the RFP. InSite Environmental will prepare a Notice of Availability for publication in the newspaper, prepare a Notice of Completion and deliver copies of the Draft EIR to the State Clearinghouse, and distribute other copies of the EIR to addressees shown on a distribution list to be developed by InSite Environmental in consultation with City staff. The City of Lodi will also be provided with an electronic and reproducible copy of the document.

Task 3.4: Final EIR

Following the public review period, InSite Environmental would prepare an addendum-style Administrative Final EIR (AFEIR) incorporating the Draft EIR by reference and including an errata section identifying any necessary changes to the DEIR, a list of commenters, and proposed responses to the substantive comments received on the DEIR. Responses to comments will be coordinated with the City of Lodi to ensure that all responses are consistent with the City's approach. The AFEIR will also include a revised version of the DEIR summary. The AFEIR will be reproduced and submitted for City review as specified in the RFP.

InSite Environmental will incorporate staff comments on the FEIR into the document and submit a second draft of the AFEIR. Following City review, the FEIR would be revised and duplicated as required by the RFP. Copies of the FEIR will be distributed to commenters a minimum of 10 days ahead of certification. Decision-maker copies, an electronic copy and a reproducible copy will be delivered to the City of Lodi for distribution.

Task 3.6: CEQA Findings

InSite Environmental will prepare a draft set of findings of fact meeting the criteria established in CEQA Guidelines Section 15091-3 in a form acceptable to the City of Lodi. After review and correction, this document will be reproduced. This document will be submitted to City staff for review and incorporation into staff reports or resolutions as appropriate.

Task 3.6: Mitigation Monitoring Plan

In consultation with City staff, InSite will prepare a Mitigation Monitoring Program (MMP) in a format acceptable to the City. The MMP will identify the required mitigation measures, the party responsible for implementing the mitigation, and the timing and method of monitoring compliance. This document will be submitted to City staff for review. After review and correction, this document will be reproduced.

TASK 4.0: TECHNICAL SCOPE OF WORK

This section provides specific information on the environmental issues to be addressed in each technical chapter of the Lodi West 60 kV Power Line Project EIR.

Task 4.1: Aesthetics

Environmental Setting. Characterize existing landscape, including land, transportation, and agricultural development in the project vicinity, in an aesthetic context, identifying elements of variety and interest including landmarks, open lands, tree stands, drainages, and other features. Identify primary viewer corridors, residential areas, and groups potentially affected by changes on the project site, and lines of visibility. Identify existing night lighting features and their prominence in local view sheds.

Issues Addressed in Impact Analysis

- Nature and degree of potential landscape change associated with proposed project.
- Description of viewshed change associated with the project based on available project description information. This would include the addition of new poles (where applicable) and conductors.
- Discussion of effects on existing viewsheds from representative locations in the project area. The proposed budget includes a line item for the creation of visual simulations from two representative locations along the project alignment. InSite Environmental feels this would be of value in both illustrating the potential visual effect of the project and in defending an EIR challenge on aesthetic grounds, if necessary. Visual simulations would be prepared by InSite Environmental subcontractor Environmental Vision.
- Extent and location of potential night lighting associated with the project, effects on night view sheds, and any potential light and glare effects.

Task 4.2: Agriculture

Environmental Setting. Identify, describe, and map existing agricultural uses, soil suitability and productivity, and the existence and renewal status of Williamson Act designations, if any along the project alignment. Identify any potentially-affected existing on-site irrigation systems and supply.

Issues Addressed in Impact Analysis

- Project impacts on existing agricultural activities along the project alignment. Project implications for short-term temporary and long-term agricultural use in terms of agricultural productivity, conveniences, and reversible and irreversible consequences.
- Potential conflicts, if any, between proposed electrical lines and agricultural use, including adjoining or nearby agricultural land uses.
- Potential effects on agricultural pest control, including aerial application of pesticides, and existing irrigation systems.

Task 4.3: Climate and Air Quality

Environmental Setting. Existing climate data, regional and local meteorology and air quality, consistency with state and federal ambient air quality standards, existing air quality management programs of the San Joaquin Valley Air Pollution Control District (SJVAPCD) and the local, state and federal regulatory setting.

Issues Addressed in Impact Analysis

The climate and air quality analysis will conform to the guidance presented in the SJVAPCD's Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) and will consider construction impact, long-term ozone precursor emissions, potential toxic air contaminants, hazardous material, and odor impacts. The analysis will consider the application of the SJVAPCD's recently adopted Rule 9510 Indirect Source Rule to the project.

- Identification of construction emissions and specification of control measures per GAMAQI requirements.
- Assessment of long-term area and mobile-source ozone precursor emissions.
- Energy efficiency and related air quality implications or benefits of alternative power supply (also of interest with respect to global climate change issue).
- Assessment of potential odor, toxic air contaminant and hazardous material release impacts, as described in GAMAQI.

Task 4.4: Biological Resources

Environmental Setting. Inventory of biological resources on and along the project alignment including presence/absence of native habitat, wetlands and/or Waters of the U.S. and special-status species. Technical consultation would include a review of the California Natural Diversity Data Base (CNDDDB) and a field survey. Biological inventory work would be performed by Diane Moore of Moore Biological Consultants. Field work

will be supplemented, as needed, with literature review, aerial photo interpretation, and agency consultation.

Issues Addressed in Impact Analysis

- Effects of proposed transmission line construction on the availability and utility of wildlife habitat, wildlife habitat diversity and utilization of any critical wildlife habitats which may be identified on or adjacent to the project site.
- Potential effects on special-status plant species.
- Potential effects on habitat, nesting activity or habitat use by special-status wildlife species.
- Potential effects on Waters of the U.S. and wetlands, if any
- Impacts on oak trees, including heritage oaks, if any.

Task 4.5: Cultural Resources

Environmental Setting. Describe archaeological or historical resources encountered along the proposed alignment from a new cultural resources record search and survey to be prepared by The Genesis Society under subcontract to InSite Environmental.

Issues Addressed in Impact Analysis

- Potential for direct disturbance of known surface and subsurface cultural resources, if any, as a result of transmission line construction.
- Potential for indirect disturbance of cultural resources, if any, as a result of project construction.
- Potential for avoidance, minimization, or mitigation of impacts through information recovery, site recordation, site protection, open space, or other measures as appropriate or as required by CEQA.

Task 4.6: Geology and Soils

Environmental Setting. Description of regional and local geology topography, faulting, and seismicity including any fault displacement, seismic shaking, liquefaction, or settlement hazards from available documentation. Description of soil mapping units, soil productivity, soil characteristics (depth, texture, drainage, etc.), limitations (shrink/swell, saturation, etc.) and wind and water erosion potential.

Issues Addressed in Impact Analysis

- Exposure of proposed electrical facilities to seismic, liquefaction, settlement or other geologic hazards.

- Exposure of proposed electrical facilities to soil constraints and construction concerns, if any.
- Potential effects on soil erosion, potential discharges, if any, need for erosion control measures. Relationship to City and County storm water quality management programs and criteria.

Task 4.7: Hazards and Hazardous Materials

Environmental Setting. This section will identify and describe any past releases, contamination and remediation sites, and existing use and generation of hazardous materials and wastes in the project vicinity. This information would be derived largely from a hazmat database search to be obtained from Environmental Data Resources by InSite Environmental. Other potential hazards to or related to the proposed facilities will be identified, including highways, railroads, airports and electrical transmission lines.

Issues Addressed in Impact Analysis

- Potential for exposure of construction personnel and future site users to environmental risks associated with previous hazardous materials usage or waste on or near the project site.
- Identification of potential for use of hazardous materials in construction of the project and controls on such use.
- Potential hazards associated with project operation, including a discussion of health hazards associated with electromagnetic fields (EMF).
- Potential conflicts between proposed electrical facilities and airspace restrictions at Kingdon Airpark.

Task 4.8: Hydrology and Water Quality

Environmental Setting. Describe existing surface water features in the project vicinity including mapped floodplain areas and existing runoff patterns. Discuss the general nature, extent, and quality of groundwater resources in the project vicinity. Wetlands and water supply issues will be addressed in the Biological Resources and Public Services sections, respectively.

Issues Addressed in Impact Analysis

- Changes in existing drainage patterns, features and runoff as result of the project.
- Potential construction sediment contributions to waterways and effects on water quality. Application of City and County storm water management requirements to the project, and identification of necessary erosion control measures.

- Potential for floodplain conflict based on FEMA mapping.
- Potential effects of project construction on groundwater resources.

Task 4.9: Land Use and Planning

Environmental Setting. Identify and describe existing and planned land use and circulation patterns in the project vicinity, including the Southwest Gateway project. Describe existing land uses on the project alignment and on adjoining lands. Describe applicable designations and provisions of City, County, or regional planning documents with relevance to the proposed development.

Issues Addressed in Impact Analysis

- Land use change associated with the project and effects on adjoining agricultural and rural lands.
- Consistency of the project with approved urban land uses as well as existing residential, agricultural and other land uses adjacent to the project alignment.
- Consistency of the project with land use/circulation designations and applicable policy provisions of the Lodi General Plan and the San Joaquin County General Plan and zoning.
- Consistency of the project with any other applicable adopted planning documents.
- Relationship of the project to planned or proposed community separators.

Task 4.10: Noise

Environmental Setting. This section would identify existing Lodi and County General Plan noise standards applicable to the project alignment and identify the location of sensitive receptors in the vicinity. Existing highways and roads, railroads and any nearby land uses which may generate noise would be identified; existing and anticipated future roadway noise would be identified from existing sources.

Issues Addressed in Impact Analysis

- Potential for construction noise and any controls necessary to minimize noise on sensitive receptors in the vicinity of the project.
- The project is not expected to result in any long-term noise generation. However, this potential will be considered in the EIR.

Task 4.11: Population and Housing

Environmental Setting. This section would briefly document existing population and housing stock for the City of Lodi and San Joaquin County, including past and projected growth.

Issues Addressed in Impact Analysis:

- Identify any potential changes in future population and/or housing stock associated with the proposed project. The project is not expected to result in impacts in this issue area, however.

Task 4.12: Public Services

Environmental Setting. Identify and describe City, County and other service providers in the project area; describe existing facilities crossed by or near the project alignment. Identify nature and operations of emergency response agencies and any relevant capacity or operational constraints for police and fire protection services, schools and parks and recreation facilities.

Issues Addressed in Impact Analysis

- Changes in demand for or delivery of police or fire protection and potential effects on providers.
- The project is not expected to result in student generation, school impacts, effects on parks and recreation demand.

Task 4.13: Transportation

Environmental Setting. The EIR will identify and describe existing transportation systems in the project vicinity, including I-5, SR 12 and the County roads crossed and followed by the project. The EIR will describe Kingdon Airpark and related air traffic controls, imaginary surfaces and other operational safety features.

Issues Addressed in Impact Analysis

- Project effects on highway traffic operations, and on existing and projected local traffic operations during construction.
- Effects of proposed transmission line on operation of Kingdon Airpark and related air traffic, based on analysis of conflicts with defined airport safety areas for the airport.
- Effects of the project on any other transportation systems in the project vicinity.

Task 4.14: Utilities and Services

Environmental Setting. Identify and describe existing and planned other utility systems located in and serving the project area, including overhead utilities and pipelines. Discuss City of Lodi electrical utility, NCPA and applicable inter-agency relationships.

Issues Addressed in Impact Analysis

- Potential effects of project construction on any existing or planned pipelines, communication, power, telephone or other utility facilities in the project vicinity.
- Beneficial effects on the Lodi Electrical Utility, system reliability and transmission capacity.
- Effects of the project on availability of renewable energy supplies, if any.
- Potential effects on other utility system operations in the project area, if any.

Task 4.15 Global Climate Change

Environmental Setting. The EIR will include a discussion of global climate change issues and their relationship to emissions of greenhouse gases (GHGs). Ongoing state and local planning to reduce greenhouse gas emissions will be discussed as will existing emissions per unit of power for power supply contributors to the Lodi Electric Utility, including NCPA; this information will be obtained from existing sources.

Issues Address in Impact Analysis

- Construction emissions of greenhouse gases
- Increases or decreases in greenhouse gas emissions associated with project operation reflecting potential changes in utility efficiency.

TASK 5.0 OUTSIDE PRESENTATIONS, PRESENTATION AND STAFF REPORTS TO THE PLANNING COMMISSION AND CITY COUNCIL

Task 5.1: Public Meetings, Outside Agencies and Stakeholders

InSite Environmental staff will attend public meetings with outside agencies and/or stakeholders as directed by the City of Lodi. A per-meeting cost for meetings in the Stockton-Lodi vicinity is specified in the proposed budget.

Task 5.2: Public Meetings, Lodi Planning Commission and City Council

InSite Environmental staff will attend public meetings before the City of Lodi Planning Commission and City Council as directed by the City. Meeting attendance will include preparation of necessary background reports and graphics as well as preparation and delivery of a presentation to the decision-making body. A total of four meetings, proposed as separate line items, is assumed in the proposed budget.

TASK 6.0: DELIVERABLES

Task 6.1: EIR Documentation

InSite Environmental will submit deliverables of EIR-related products as specified in the RFP. This would include the preparation and delivery of four (4) bound, one (1) master reproducible copy, and one (1) electronic version to the City for each round of administrative review of the following documents:

- Administrative Notice of Preparation
- Administrative Draft EIR
- Administrative Final EIR
- Administrative Findings
- Administrative MMP

InSite Environmental reproduce and distribute hard copies (or alternative media, if specified) copies of the Notice of Preparation as directed by the City.

InSite Environmental will prepare 25 hard copies (or alternative media, if specified), one (1) master reproducible copy, and one (1) electronic version to the City for each of the following documents:

- Draft EIR
- Final EIR
- MMP

Proposed findings shall be delivered to the City as an electronic file for incorporation into staff-developed decision-making documents.

Reproduction and distribution costs shall be governed by the established budget limit of 5% of the gross bid.

2.0 INSITE BIOGRAPHY AND TEAM BIOGRAPHIES

INSITE ENVIRONMENTAL

InSite Environmental, Inc. is a Stockton firm specializing in environmental planning, environmental documentation and environmental processing under both CEQA and NEPA. The firm uses a strategic approach to environmental compliance that results in a high-quality document and a thorough and well-documented process. InSite Environmental has existed in its current form since 1997. InSite Principal Charlie Simpson has provided environmental consulting services in connection with other business entities since 1974, and in the Central Valley since 1989.

InSite is experienced in all aspects of CEQA and NEPA environmental review and documentation, from the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. A key element of this experience is a strategic orientation toward the environmental compliance process that begins with reconnaissance and agency coordination; then proceeds step-wise through project planning, documentation, negotiation and monitoring, as needed. InSite is very familiar with all aspects of public involvement and has successfully defended its work, on appeal and in litigation. InSite draws from a team of hand-selected subcontractor specialists to assemble specific project teams.

InSite Environmental's generalist staff is supported by a range of qualified technical subcontractors, each with substantial experience in the environmental processing of projects, including projects with federal funding and/or state agency involvement. Principal technical input is ordinarily required in the cultural and biology disciplines. These subcontractor services will be provided to InSite for the Lodi West Project by Environmental Vision, The Genesis Society and Moore Biological Consultants. A brief biography of each subcontractor follows.

InSite Environmental maintains over 3,000 square feet of office space in Stockton. InSite is organized for the coordination and production of environmental documents. With its full-time staff of seven, InSite is ordinarily involved in 2-3 major projects and numerous lesser projects at any point in time. Word processing, digital graphics and document reproduction functions are accomplished in-house, and products are coordinated and developed over the office network. InSite Environmental makes wide use of the communication and information resources of the Internet.

InSite is committed to providing products, strategy, process, and ideas of the highest quality. The firm has maintained an excellent record of on-time performance, on large as well as small projects, and its record of thorough, even-handed work for both private and public interests has earned it an excellent reputation with both.

InSite Principal Charlie Simpson would have primary responsibility for the preparation of the environmental documents. Mr. Simpson's expertise is in management and preparation of multi-disciplinary environmental impact analysis documents under CEQA and NEPA.

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His project experience includes energy, alternative energy and industrial facilities, water resources, telecommunications, urban commercial and residential development, transportation plans and improvements, liquids and power transportation. Mr. Simpson has had comprehensive management responsibility for more than 100 EIRs, EISs, and equivalent documents, including a full range of EIR variants such as Supplemental, Subsequent, Master, Program and Focused EIRs. Mr. Simpson was responsible for the management and coordination of each of the electrical transmission projects identified in this statement of qualifications.

PROPOSED SUBCONTRACTORS

The InSite Environmental project team for the Lodi West project would include Moore Biological Consultants, The Genesis Society (Cultural Resources) and Environmental Vision (Visual Simulation). All three of these firms have many years of experience in their particular fields of expertise. Their quality of work and integrity has earned them the respect of their public and private sector clients. These firms are used regularly by InSite Environmental on EIR projects.

Moore Biological

Diane Moore has 23 years experience in the management of wildlife, fisheries, and wetland resources including inventory, impact assessment, permitting, and preparation of various environmental documents. Ms. Moore has assessed impacts of proposed development, energy, mining, agricultural, infrastructure, and restoration projects on aquatic and terrestrial resources, wetlands, and threatened and endangered species throughout California. She has also participated in several investigative studies for state and federal agencies and formulated plans to optimize and restore biological resources.

Moore Biological Consultants (MBC) was founded in mid-1997, and is now located in Galt. From this location, they provide services to clients in the Central Valley and Delta, Sierra Nevada, and Coastal regions of California. Principal Diane S. Moore, M.S. has provided consulting services addressing wetlands, endangered species, fisheries, wildlife biology, impact analysis, and permitting throughout California since 1986. MBC is a biology-based firm specializing in compliance with CEQA, NEPA, Clean Water Act (CWA), and State and Federal Endangered Species Acts. MBC is a 100% Women Business Enterprise (WBE) and was certified as a WBE by East Bay Municipal Utility District in 1997 (Vendor No. MOB47500).

MBC is composed of professional scientists with a practical perspective on the need to balance progress with environmental protection. MBC operates on the basis of honesty and full-disclosure in achieving resolution of complex and controversial environmental issues. This forthright approach has resulted in the excellent working relationships with planning, resource, and regulatory agencies. MBC is a regular participant in InSite Environmental project teams.

The Genesis Society

Sean Jensen of The Genesis Society has over twenty (20) years experience in cultural resource management involving extensive field survey and excavation work, lab and accessioning, and report preparation. Mr. Jensen has been involved in federal, state, and local agency projects distributed throughout California, Oregon, Arizona, Nevada, and Hawaii. Sean Jensen is an experienced California archaeologist with extensive first-hand experience throughout the State, and has completed several hundred projects.

The Genesis Society under the administration of Sean M. Jensen is intimately familiar with the cultural resource process and requirements such as evaluation of potential effects to historic and archaeological resources which may be located within a proposed undertaking's "Area of Potential Effect" (APE) which is required by Section 106 of the National Historic Preservation Act and the implementing regulations (36 CFR Part 800), and CEQA. All drafting and report production equipment items are owned outright, including primary office as well as laboratory and storage space in Paradise, California. Genesis Society also maintains appropriate four-wheel drive vehicles for undertaking field survey and excavation projects, thus ensuring prompt response to varying project requirements. The Genesis Society is a regular participant in InSite Environmental project teams.

Environmental Vision

Marsha Gale has over 28 years of professional experience in the fields of environmental planning and design. Her particular expertise in aesthetic design and simulation techniques includes extensive visual impact assessment experience for urban development and land planning projects. Ms. Gale has completed a wide variety of CEQA studies for projects located throughout northern California. She serves as principal-in-charge for visual and aesthetic design studies that include accurate and highly realistic computer-generated simulations.

Environmental Vision provides specialized planning and design consulting services which address the aesthetics and public perception of environmentally sensitive projects. The firm has extensive experience in preparing visual studies for a variety of projects located within sensitive and scenic viewsheds. Environmental Vision staff's in-depth CEQA and NEPA expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation, including the Federal Energy Regulatory Commission, the California Public Utility Commission, the U.S. Bureau of Land Management and the U.S. Forest Service.

Environmental Vision has completed visual and urban design studies for a variety of projects including complex and controversial urban developments and public infrastructure improvements. Project experience includes visual resource and simulation studies for the Community Power Generation project in Fresno County, the Water Re-Use Facility in Benicia, the Central Valley Energy Center in San Joaquin County, the Hunters Point Dismantlement Project in San Francisco, the Alameda Point Redevelopment projects in Alameda, the Mare Island Dredge Disposal EIR/EIS in Vallejo, the EBMUD Lamorinda

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Water System Improvements in Alameda and Contra Costa, the historic Hearst Memorial Mining Building and Goldman Public Policy School Expansion projects on the UC Berkeley campus, the De La Salle Institute in Napa, and the Pixar and the South Bayfront developments in Emeryville. Additional experience includes major urban development projects in Oakland such as the Jack London Square and the Oak to Ninth Mixed Use project and Kaiser Medical Center Master Plan.

3.0 RELEVANT PRIOR PROJECTS AND EXPERIENCE

InSite is experienced in all aspects of CEQA and NEPA environmental review and documentation, from the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. In addition to the preparation of documents, InSite is familiar with and regularly takes responsibility for all aspects of CEQA processing as well as public involvement programs.

InSite Environmental has cultivated a diversity of project experience and, with it, familiarity with new and changing circumstances. The firm has successfully addressed issues associated with utility systems, communication systems, major residential, commercial, industrial, mining, recreation/resort, energy, water, and transportation, including downtown redevelopment and renewal projects. Geographically, InSite's projects are distributed throughout the north state in a variety of urban, rural, and wildland settings.

InSite Environmental has extensive experience in the Lodi-Stockton, including the preparation of EIRs for major development projects throughout north Stockton. As a result, InSite has gained extensive knowledge of the resources of the project area.

InSite Environmental brings to the Lodi West project extensive experience in the preparation of environmental documentation related to electrical utility and transmission line project development. Much of InSite's electrical utility experience was obtained during an approximately 10-year engagement with the Modesto Irrigation District (MID). This time period coincided with utility deregulation, and MID pursued a variety of electrical system expansion projects that ultimately extended over an eight-county area. These projects included several 69- and 115-kV transmission lines on wood pole systems, and some of these projects were located within areas already served by PG&E. A sampling of projects completed for MID during this period and other energy projects is provided below.

MID Intertie Project Feasibility Study

In order to meet the growing electrical needs of its existing and future customers, the Modesto Irrigation District T&D Division proposed the construction of a new intertie connecting its existing Westley switching station near I-5 with its expanded Rosemoore substation at the western edge of Modesto. The project would involve a 15 to 20-mile, 230 kilovolt (kV) transmission line on steel poles. The proposed intertie involved crossings of west Stanislaus County as well as the San Joaquin and Tuolumne rivers. Several potential corridors and corridor segments were evaluated for this approximately \$17 million project.

InSite Environmental was retained by MID to prepare an environmental feasibility evaluation of the intertie project and to identify a preferred corridor. The feasibility study considered 1) potential environmental constraints for siting of switching and substation improvements, 2) potential environmental constraints along each alternative corridor segment, 3) recommendations for selection of the "preferred" corridor, and 4) further environmental processing needs for the project. The feasibility study was accepted by the

Board of Directors, and formed a basis for further project planning and environmental review.

SSJID Solar Photovoltaic Array

The South San Joaquin Irrigation District (SSJID) proposed the installation of an 11,040-panel solar photovoltaic array on approximately 12-acres of vacant land adjacent to its South County Surface Water Supply Project Water Treatment Plant on Dodds Road in northern Stanislaus County. The 1.6-megawatt array would provide a primary source of power to the District's water treatment facility. The solar panels would be installed on steel support structures together with solar tracking mechanisms, power conversion facilities, electrical feed and control systems. InSite Environmental was retained to prepare CEQA environmental documentation for SSJID as lead agency, which was tiered in part to the District's EIR prepared for the water treatment facility. An Initial Study/Mitigated Negative Declaration was prepared and ultimately adopted by the SSJID Board of Directors prior to approving the project.

Electrical Expansion Program, Program EIR (MID)

In 1999, the Modesto Irrigation District Transmission and Distribution (T&D) Division outlined an electrical expansion program that would utilize the District's existing electrical supply assets and the opportunities available in the deregulated market. The proposed expansion program involved an approximately 5,500 square mile Program Area encompassing portions of eight counties, including San Joaquin. Expansion activities would include development of new supply taps from existing regional transmission lines, new sub-regional transmission lines, new substations and distribution systems. Transmission and distribution improvements would be constructed new development as well as to provide alternative service in areas with existing electrical service.

InSite Environmental, Inc. was retained by MID to prepare a program EIR on the proposed expansion program. Besides providing programmatic CEQA coverage for the expansion program as a whole, the Electrical Expansion Program EIR (PEIR) was designed to provide a planning tool for MID engineers and a means for simplifying CEQA review of individual electrical expansion projects. The PEIR has proved to be very successful in minimizing environmental effects and as a tiering tool to help reduce CEQA review requirements. After five years of use, InSite Environmental was retained to review, evaluate, update and improve the utility of the PEIR, which remains in use (2009).

Kiernan Substation IS/ND (MID)

Modesto Irrigation District proposed to construct a new 69 kV transmission line, distribution lines and a new substation on Kiernan Avenue in Stanislaus County to provide power for anticipated urban development north of the City of Modesto. The proposed transmission line would tap into an existing MID 69 kV transmission line located along Bangs Avenue; the proposed double circuit would extend north approximately XX miles from the existing line to the substation, providing additional reliability for the proposed service area. The project also included new underbuilt 12kV distribution circuits along the transmission alignment as well as reinforcement (reconductoring) of existing distribution lines along Kiernan and Dale Roads. InSite Environmental was retained by MID to prepare the CEQA documentation for this project, which resulted in an IS/MND.

Claribel/Minnear Substation IS/ND and Addendum (MID)

In 2003, the Modesto Irrigation District proposed construction of transmission lines, distribution lines and two substations that would serve urbanizing areas between the cities of Modesto and Riverbank in Stanislaus County. The project included the construction of four miles of transmission lines along Claribel, Roselle and, potentially, Coffee Roads with two substations to be located near the intersections of Claribel Road with Roselle Avenue and Coffee Road.

InSite Environmental was retained to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the original project; IS/MND work included both cultural resource and biological field surveys as well as analysis of the range of subjects considered in CEQA documents. Subsequent to design changes, an addendum to the IS/MND was prepared in 2004. Relocation of one of the substations was addressed in a subsequent addendum. Both addenda were prepared by InSite Environmental.

Four Cities System Acquisition IS/ND (MID)

Modesto Irrigation District proposed the acquisition of approximately 800 miles of the PG&E electric transmission and distribution system in eastern San Joaquin and Stanislaus counties, including the cities of Ripon, Escalon, Oakdale and Riverbank. The proposed project involved severance of these existing portions of the PG&E system and construction of new MID transmission lines and substation equipment to feed the existing distribution infrastructure. A total of 49 miles of transmission line construction and reconductoring were required. Simpson Moore (InSite Environmental predecessor) prepared the IS/MND for the project, which was adopted before the project was ultimately abandoned. The Initial Study focused on potential impacts of new transmission and distribution development on biological resources, cultural resources and aesthetics within the proposed acquisition area.

Ripon-Escalon Electrical Expansion (MID)

Modesto Irrigation District proposed the extension of electrical service to the cities of Ripon and Escalon in San Joaquin County during the deregulation period. Both projects involved several miles of new 69/115 kV double-circuit transmission line, a substation and several miles of heavy-duty backbone distribution circuits within each community. Simpson Moore (InSite Environmental predecessor) was retained to prepare IS/MNDs for these projects; the IS/MNDs were focused on potential biological and community aesthetic impacts.

Ripon-Escalon Reliability and Distribution Project, Initial Study/Negative Declaration (MID)

Modesto Irrigation District proposed a 69/115 kV transmission line connecting its radial lines serving new customers in the cities of Ripon and Escalon. The approximately 10-mile transmission line, which would connect existing MID substations in each city, would provide additional system reliability. In addition, a distribution circuit was to be located on the same pole system in order to serve potential MID customers along the route. InSite Environmental was retained to prepare an IS/MND for the project; the document was focused on biological, cultural and aesthetic concerns.

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Mountain House Electrical Transmission System, Expanded Initial Study and Negative Declaration (MID)

Modesto Irrigation District was selected to provide electrical service to the new community of Mountain House northwest of Tracy. MID identified several alternatives for provision of electrical service; the alternatives involved several miles of new transmission line corridor and alternative substation sites. InSite Environmental was retained to prepare an Expanded Initial Study that would consider the relative impacts of the alternatives, particularly with respect to consistency with the Mountain House New Community Master Plan, aesthetic impacts on the master planned community, and biological concerns. InSite Environmental prepared the Initial Study and a Negative Declaration for the project.

4.0 SCHEDULE AND BUDGET

PROPOSED SCHEDULE

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project in a total of nine (9) months extending to mid-January 2010. The proposed timetable is shown on the following page. Achieving the proposed timeline will depend on fairly tight review and turnaround times for administrative review, but we believe that, after discussion with staff during the initiation period, it can be achieved.

PROPOSED BUDGET

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project with a proposed budget of \$137,793.08, based on the Scope of Work as described in Chapter 1.0. The budget includes allowances for all of the line items requested in the proposal and may be adjusted during the initiation period in consultation with staff. A budget detail is shown on the second page following.

**PROPOSED BUDGET
LODI WEST 60 KV POWER LINE PROJECT**

LABOR	TOTAL HOURS	COST
TASK 1.0 PROJECT MANAGEMENT		
Task 1.1 Project Initiation	14	\$1,900.00
Task 1.2 Project Management Meetings	34	\$5,000.00
Task 1.3 Data Collection	36	\$3,620.00
Total Task 1.0	84	\$10,520.00
TASK 2.0 NOTICE OF PREPARATION		
Task 2.1 Pre-Project Meetings (Invited Public)	23	\$3,650.00
Task 2.2 Notice of Preparation (including Initial Study)	58	\$6,600.00
Task 2.3 Scoping Meeting (Agencies)	8	\$1,090.00
Total Task 2.0	89	\$11,340.00
TASK 3.0 ENVIRONMENTAL IMPACT REPORT		
Task 3.1 Project Description	30	\$3,520.00
Task 3.2 Administrative Draft EIR		
Aesthetics	20	\$2,240.00
Agriculture	22	\$2,410.00
Climate and Air Quality	15	\$1,680.00
Biological Resources	20	\$2,250.00
Cultural Resources	12	\$1,390.00
Geology and Soils	18	\$1,990.00
Hazards and Hazardous Materials	21	\$2,400.00
Hydrology and Water Quality	18	\$2,040.00
Land Use and Planning	28	\$3,210.00
Noise	15	\$1,680.00
Population and Housing	6	\$695.00
Public Services	30	\$3,080.00
Transportation	21	\$2,270.00
Utilities and Services	23	\$2,430.00
Global Climate Change	17	\$2,190.00
Growth Inducing Impacts	18	\$2,270.00
Alternatives	48	\$5,620.00
Cumulative Impacts	32	\$3,920.00
Other Requirements	12	\$1,570.00
<i>Subtotal, First Administrative Draft EIR</i>	396	\$45,335.00
<i>Second Administrative Draft EIR</i>	88	\$9,560.00
<i>Total, Task 3.2</i>	484	\$54,895.00
Task 3.3 Screen Check EIR and DEIR Publication	64	\$6,920.00
Task 3.4 Final EIR	96	\$10,800.00
Task 3.5 Findings	32	\$3,320.00
Task 3.6 Mitigation Monitoring Plan	28	\$2,600.00
Total Task 3.0		\$82,055.00
TASK 4.0 TECHNICAL ANALYSIS (included in Task 3.0 Costs)		
TASK 5.0 PRESENTATIONS		
Preparation of Planning and City Council Reports	20	\$2,480.00
Planning Commission Meeting 1	8	\$1,160.00
Planning Commission Meeting 2	8	\$1,160.00

City Council Meeting 1	8	\$1,160.00
City Council Meeting 2	8	\$1,160.00
Other Outside Meeting 1	8	\$1,160.00
Other Outside Meeting 2	8	\$1,160.00
Total Task 5.0		\$9,440.00

TASK 6.0 DELIVERABLES (5% of gross budget) **\$6,561.58**
 Gross budget is total of Tasks 1, 2, 3, 5 plus expenses and subcontractors

NON-DELIVERABLE EXPENSES

Mileage	300	\$181.50
In-House Copies (15¢)	1000	\$150.00
Miscellaneous Purchases (Cost+10%)	\$300	\$330.00
Total Expenses		\$661.50

SUBCONTRACTORS

Environmental Vision	\$6,000	\$6,600.00
Moore Biological Consultants	\$3,750	\$4,125.00
The Genesis Society (Cultural)	\$5,900	\$6,490.00
Total Subcontractors		\$17,215.00

TOTAL PROPOSED COST **\$137,793.08**



TM

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreements and Purchase Orders for Fixed-Network System as Follows and Appropriating Funds (\$472,000):

- A. Professional Services Agreement with Itron, Inc. (\$179,570)
- B. Software License Agreement with Itron, Inc. (\$45,000)
- C. Four Blade Servers from Dell Marketing, LLP (\$52,722)
- D. Hardware from General Pacific, Inc. (\$103,041)
- E. Radio Equipment (\$30,000)

MEETING DATE: June 1, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreements and purchase orders for a fixed-network system as follows and appropriating funds in the amount of \$472,000:

- A. Professional services agreement with Itron, Inc. (\$179,570)
- B. Software license agreement with Itron, Inc. (\$45,000)
- C. Four blade servers from Dell Marketing, LLP (\$52,722)
- D. Hardware from General Pacific, Inc. (\$103,041)
- E. Radio Equipment (\$30,000)

BACKGROUND INFORMATION: The City Council previously approved the standardization of solid-state electric meters for residential and small commercial customers (Resolution No. 2005-64) and water meters transmitters (Resolution No. 2010-125) with Itron, Inc. The City Council has also approved Dell as a sole source supplier for computer hardware.

The Electric Utility (EU) and Public Works (PW) departments have initiated automatic meter reading (AMR) projects with the installation of meters equipped with encoder receiver transmitters (ERT). To date, approximately 22,000 electric meters and 3,000 water meters are in service. By the end of FY 2011/12, all electric meters and approximately half of all residential water meters will be ERT-equipped. At this time, both systems are read by two vehicle-mounted radio receivers and two handheld radio receivers.

To fully receive the benefits of an AMR system, staff recommends installing a fixed-network system that would read the meters via a network of receivers placed around the community. The professional services agreement with Itron, Inc., includes the design of the fixed-network system, software engineering, software purchase and training. It is estimated 25 repeaters and five collectors will be installed along with a new data server.

The fixed-network will allow meters to be read as often as hourly, enabling EU to provide its customers with data on their usage patterns. EU will also be able to handle many routine service orders promptly via the fixed-network, such as reading meters for occupancy changes. The system will also provide outage information and assist in power restoration. The increased availability of load data will help in determining system loading and power purchasing. PW will gain similar meter reading benefits including

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Agreements and Purchase Orders for Fixed-Network System as Follows and Appropriating Funds (\$472,000):

- A. Professional Services Agreement with Itron, Inc. (\$179,570)
- B. Software License Agreement with Itron, Inc. (\$45,000)
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- D. Hardware from General Pacific, Inc. (\$103,041)
- E. Radio Equipment (\$30,000)

June 1, 2011

Page 2

the ability to identify and notify customers of water leaks and unusual usage patterns. Personnel cost savings of \$75,000 per year can be realized by eliminating the need for fulltime meter readers.

The overall cost of implementing the fixed-network project is approximately \$400,000. This includes \$20,000 for EU, PW and Information Systems staff costs for installation of the radio equipment, installation of new servers and project management. The details of the project budget are presented in the table and sections below.

Item	Cost
A. Itron Professional Services	\$194,420
Discount	(40,200)
Travel Expenses	<u>25,350</u>
Subtotal	\$179,570
B. Itron Software License	\$45,000
C. Repeater/Collector Hardware from General Pacific, Inc.	\$103,041
D. Dell Blade Servers	\$52,722
E. Radio Equipment and Installation	\$30,000
F. Electric Utility/Public Works Staff Costs	\$20,000
Contingency 10%	\$41,667
Appropriation	\$472,000

A. Professional Services Agreement (PSA) with Itron

Itron's scope of work includes a propagation design study, installation of software, field engineering, software engineering, training and project management. The PSA also provides for training of EU and PW staff and includes a one-year maintenance warranty. The total contract value for professional services is \$179,570 and it includes a discount of \$40,200 and travel and expenses in the amount of \$25,350.

B. Itron Software License Agreement with Itron

This is the purchase agreement for the data collection network software and the billing gateway module that allows the system to provide outage information. The total cost of the software is \$45,000.

C. Repeater/Collector Hardware from General Pacific, Inc.

ChoiceConnect network hardware manufactured by Itron, Inc., consisting of 25 collectors and five repeaters, will be purchased from General Pacific, Inc., of Fairview, Oregon, at a cost of \$103,041. General Pacific is the exclusive distributor of Itron ChoiceConnect metering products. The infrastructure will be installed by EU staff at the locations determined in the propagation design study.

D. Four Blade Servers from Dell Solutions

As automated meter reads are performed, the data will be passed to servers hosted on the City's internal network and stored on mass storage devices. The stored data will be used by the City's billing system to generate customer bills. The four Dell servers being proposed here will integrate into the City's new blade server system with two servers assigned for production and two assigned for "failsafe" redundancy. The cost of this equipment and software is \$52,722.

Price quotes have been obtained directly from Dell Marketing, which is the sole vendor for this hardware. According to City policy, the City purchases computers directly from Dell Marketing via a competitively

Adopt Resolution Authorizing City Manager to Execute Agreements and Purchase Orders for Fixed-Network System as Follows and Appropriating Funds (\$472,000):

- A. Professional Services Agreement with Itron, Inc. (\$179,570)
- B. Software License Agreement with Itron, Inc. (\$45,000)
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- E. Radio Equipment (\$30,000)

June 1, 2011

Page 3

bid State contract. Purchasing via this type of State contract meets the requirements to obtain competitive quotes and ensures low pricing. Likewise, the Microsoft software and tape drive equipment reflect competitively pre-bid State contract pricing.

E. Radio Equipment and Installation

As automated meter reads are performed, the data received by the collectors and repeaters will be transmitted to the servers via radio. The equipment, installation materials, radio license, and installation labor will cost approximately \$30,000. The installation will be performed by EU staff.

F. EU/PW Staff Costs

The installation of the repeater/collector hardware will be performed by EU staff. Management of the contract for delivery of the fixed-network project will be provided by PW staff. The estimated cost of both of these services is \$20,000.

On September 1, 2010, City Council authorized the purchase of a Hewlett Packard mass storage device from Entisys, of Concord, for approximately \$35,000. This hardware and software is required to accommodate automated meter read data from a fixed-network. It was purchased in advance to take advantage of reduced pricing offered by Hewlett Packard.

The total cost of the items requested to be approved by City Council (hardware, software, design, field installation, radio equipment and training) is approximately \$430,000. An appropriation of \$472,000 is requested and includes approximately 10 percent for contingency items. The total fixed-network project cost will be approximately \$507,000, including the Hewlett Packard mass storage device already purchased.

FISCAL IMPACT: Personnel annual cost savings of \$75,000 to the City, additional potential savings to customers from early detection of unusual usage patterns that may indicate a problem.

FUNDING AVAILABLE: Request Appropriation:
EUD Capital (161000) - \$231,000
Water Capital (181013) - \$241,000

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

F. Wally Sandelin
Public Works Director

FWS/pmf

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ITRON, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the services required in accordance with attached mutually agreed upon Statement of Work, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONSULTANT for deployment of the ChoiceConnect 100 solution (hereinafter "Project") as set forth in the mutually agreed upon Statement of Work attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the mutually agreed upon Statement of Work as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline as designated in the Statement of Work.

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

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

in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager.

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on _____, 2011 and terminates upon the completion of the Scope of Services or on _____, 2011, whichever occurs first.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the fees and expense provisions of the Statement of Work (Exhibit A) and the Pricing Summary (Exhibit B).

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

The proposed fees and expenses shall include all reimbursable costs required for the performance of the Statement of Work (Exhibit A). Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub

consultant on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

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

Section 4.3 Indemnity

a. General Indemnity.

CONSULTANT will defend CITY from any claim for (i) death of or bodily injury to a CITY employee or third party that is caused by CONSULTANT's gross negligence or intentional torts, or (ii) physical damage to tangible personal property owned by CITY or a third party that is caused by CONSULTANT's gross negligence or intentional torts and will pay costs and damages awarded against CITY (or settled) in any such action that are specifically attributable to CONSULTANT's gross negligence or intentional torts.

b. Right to Defend.

As a condition to CONSULTANT's indemnity obligations under this Agreement, CITY will provide CONSULTANT with prompt written notice of the claim, permit CONSULTANT to control the defense, settlement, adjustment or compromise of the claim and provide CONSULTANT with reasonable assistance in connection with such defense. CITY may employ counsel at its own expense to assist it with respect to any such claim.

c. Indemnity Disclaimer

This section constitutes CONSULTANT's sole and exclusive obligation with respect to third party claims brought against CITY.

Section 4.4 Waiver of Consequential Damages

Notwithstanding anything to the contrary in this agreement, in no event will either party be liable under any contract, negligence, strict liability or other legal or equitable theory for cover or for incidental, special, consequential (including loss or corruption of data or loss of revenue, savings or profit) or exemplary damage, even if the party has been advised of the possibility of such damages. CONSULTANT's pricing reflects this allocation of risks and limitation of liability.

Section 4.5 Cap on Liability

Notwithstanding anything to the contrary in this agreement, the aggregate liability of each party and its affiliates and its officers, directors, employees or other representatives, arising in any way in connection with this agreement – whether under

contract law, tort law, warranty or otherwise – shall not exceed (I), in the case of CONSULTANT, the total amount paid by CITY under this agreement and (II), in the case of CITY, the total amount paid and payable hereunder. CONSULTANT shall not be liable for any claim made the subject of a legal proceeding more than two (2) years after the cause of action asserted in such claim arose. CONSULTANT's pricing reflects this allocation of risks and limitation of liability.

Section 4.6 Responsibility of CITY Intentionally Deleted

Section 4.7 Insurance Requirements for CONSULTANT

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

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party, provided that either party may assign all or any part of this Agreement to its successor in a merger, consolidation or comparable transaction or to the purchaser of all or substantially all of its assets (or the assets associated with a particular line of business) so long as such successor or purchaser agrees in writing to comply with the terms and conditions of this Agreement and, provided further that CONSULTANT may assign this Agreement to an affiliate, including to a parent, subsidiary or sister entity.

Section 4.9 Notices

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

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

To CONSULTANT: General Counsel
Itron, Inc.
2111 N. Molter Rd.
Liberty Lake, WA 99019

Section 4.10 Cooperation of CITY

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

Section 4.11 CONSULTANT is Not an Employee of CITY

CONSULTANT agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONSULTANT meet specific requirements set forth in Exhibit A.

Section 4.12 Termination

CITY may terminate this Agreement, with or without cause, by giving CONSULTANT at least thirty (30) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment for work performed up to the date of termination. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Confidentiality

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

Section 4.14 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

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

Section 4.15 City Business License Requirement

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

Section 4.16 Captions

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

Section 4.17 Integration and Modification

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

Section 4.18 Contract Terms Prevail

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

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been prepared under this Agreement and are identified as being a deliverable under this Agreement, shall be deemed the property of CITY. CITY grants to CONSULTANT a non-exclusive, perpetual license to use the deliverables solely for

CONSULTANT'S internal purposes. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

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

Section 4.19 Authority

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

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

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
CITY MANAGER

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

CONSULTANT: Itron, Inc.

By 
Janice D. Magdich
Deputy City Attorney

By: 

Its: _____
Steven M. Helmbrecht
Sr. Vice President & CFO
Itron, Inc.

Attachments:

- Exhibit A – Statement of Work
- Exhibit B – Pricing Summary
- Exhibit C – Insurance Requirements



Statement of Work

ChoiceConnect 100 Deployment

City of Lodi

Created By: Willie Burgess

Date: May 10, 2011

Version: 1.5

1**Introduction**

This Statement of Work (SOW) defines the services ("Services") to be performed by Itron Inc., a Washington, USA corporation, ("Itron") at City of Lodi ("Lodi") for the deployment of the ChoiceConnect 100 solution (the "Project"). The Services shall be governed by the terms and conditions of the Agreement executed by and between Lodi and Itron on _____, 2010.

2**Project Scope & Schedule****Scope of Work**

This section describes the activities and deliverables (together the "Services") that Itron will provide to the Project.

Base Implementation

Phase	Component	Events/Activities	Hours
Define	Network Design Services	<ul style="list-style-type: none"> – Procure RF Clutter data and perform initial Network Design 	20
Deliver	Project Management for FN2.0 Implementation	<ul style="list-style-type: none"> – Preparation of project Plans, scope, change orders – Project Manager Conduct project kick-off meeting – Track, manage and communicate project financial status to project stakeholders during the project phases. – Project Manager schedule weekly project status meetings 	56

Design	System Implementation	<ul style="list-style-type: none"> - Project Manager oversight of system implementation activities. - Consult on server sizing, configuration and appropriation - CIS/Billing System integration requirements gathering - System administration and security requirements gathering - Network Software Implementation planning - Creation of Technical Architecture and Data Flow diagrams 	120
Build	Installation and Functional Testing	<ul style="list-style-type: none"> - Project Manager oversight of software installation activities. - Network Software installation and configuration - System functional testing - Integration development assistance - End to end system testing assistance 	114
Build	Network Software Configuration	<ul style="list-style-type: none"> - Assist with creation of XML documents to configure entities in Network Software 	30
Deploy/ Operate	ChoiceConnect - To Be Performed by Lodi	<ul style="list-style-type: none"> - Network Installation - Meter Installation - Performance Monitoring - Field Investigations - perform meter 	TBD
Deploy/ Operate	Performance Monitoring	<ul style="list-style-type: none"> - Back Office Project Manager performance monitoring of Lodi installations. - Back Office Project Manager to work with customer on performance issues - Back Office Project Manager engages Field Engineer for mitigation activities 	144

Deploy / Operate	System Mitigation / Field Engineering Support	<ul style="list-style-type: none"> - Back Office Project Manager provide Project Oversight for mitigation to be performed after System Deployment - Weekly review and reporting of project progress - Field Engineering on-site support during mitigation - Audit CCU Installations (as performed by Lodi) to ensure proper connectivity and installation 	360
Transfer	Network Software Preparation and Delivery	<ul style="list-style-type: none"> - Final Product Configuration Design - System Administration - End User 	60
Transfer	Transition to Customer Support	<ul style="list-style-type: none"> - Lessons Learned - Document preparation for transfer to Itron Support - Transition to support - Project Close 	28
Totals			932

Project Schedule

The Project is estimated to take 12 months from the Start Date. Itron Consulting Services are currently able to start this Project four weeks from signature.

General Project Assumptions

1.	The Fixed Network software and hardware for the production system will be configured at the Lodi's data center.
2.	Lodi will provide appropriate floor space and electrical service for the computer equipment.
3.	Lodi will be responsible for providing all required 3 rd party software and licenses. Including but not limited to, Microsoft SQL, and the operating systems.
4.	Itron will be granted remote access for the duration of the project to the Fixed Network system. This will include VPN (or equivalent) access to the system as agreed upon between Lodi and Itron.

5.	Lodi will provide Itron a local administrator account on all Network Software servers for remote Itron access. The Microsoft SQL system administrator (sa) password will be required for installation.
6.	Itron is only providing Network Software installation, configuration and support for a production environment. Support for additional environments will be provided by Itron for an additional charge.
7.	Lodi will be able to provide a project resource capable of creating XML documents.
8.	Lodi will have installed all necessary hardware and pre-requisite software prior to Network Software installation.
9.	All necessary server permissions and system access will be established by Lodi prior to Network Software installation.
10.	Billing interface to existing MVRS system will be provide via Billing Gateway functionality.
11.	Network Software testing and training activities will occur upon completion of at least one collector installation and population of reading data in the Fixed Network database.
12.	Integrations to Network Software will be accomplished using Itron standard WSDLs.
13.	Itron will support Lodi in the development and testing of the Network Software configuration files.
14.	Itron will support Lodi through the deploy of the ChoiceConnect 100 solution for 12 months providing Project Management and Field Engineering services.
15.	Itron will provide Network Design Services as described in Section 1 "Project Scope and Services". If provided procurement of RF Clutter data will also be required.
16.	Itron will not provide any additional Professional Services without prior agreement. These services will be adopted through the Itron Change Control Process.

3

Service Fees & Related Details

Fees, Expenses & Payment

Fees are estimated to be on a fixed fee basis.

Description	Hours	Hourly Rate	Cost
Project Management	424	\$225.00	\$95,400.00
Field Engineering	240	\$190.00	\$45,600.00
Software Engineering	248	\$190.00	\$47,120.00
Network Design Services	20	\$190.00	\$3,800.00
RF Clutter Data (Required)			\$2,500.00
Level I Total	932		\$194,420.00
Estimated Travel Expenses (includes Per Diem and Airfare) Billed as Actual	54 per diems 14 airfares	\$275 per diems \$750 airfares	\$25,350.00
Totals Services	932		\$ 219,770.00

These fees are based upon our recommended engagement approach, staffing levels, scope and timelines as outlined in the SOW. Modifications to any of these factors will result in changes to the proposed fees. Any changes that affect scope, resources, timeline or cost will follow the Change Control Process described in this document.

Itron will invoice Lodi in accordance with the Agreement. If at any point, there is reason to believe that the estimated amount will be exceeded; Itron will promptly notify Lodi as to the changes in the estimate and issue a Change Order, which will be approved by Lodi. Lodi shall pay all taxes, if any, due for Services provided by Itron to Lodi under this SOW.

Actual, reasonable travel and related expenses will be billed directly to Lodi are not included in the cost estimates. Itron will use reasonable efforts to take advantage of advance purchase discounts and corporate travel arrangements.

Payment terms are net 30. If Lodi issues a purchase order for any specific Services, the terms of this SOW shall govern Itron's performance of such Services and will supersede any terms contained in Lodi's purchase orders.

Additionally, optional Field Engineering Services are available at \$190/hour plus travel time, per diem of \$275 and actual air fare expenses.

Billing Information

To ensure that Itron has all the correct billing information, please verify the following Lodi billing information:

Billing	Lodi
Billing Contact Name	
Billing Contact Phone # (s)	
Billing Contact Email Address	
Billing Address	
Special Billing Requirements?	
PO #	

Change Control Process

A Project change order (Change Order) will be the vehicle for communicating changes. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the Project. All Change Orders must be approved by Lodi.

Agreement

Lodi agrees to these terms and authorizes commencement of the Project described in this SOW.

City of Lodi

Itron Inc.

Authorized Signature



Authorized Signature

Printed Name

Printed Name **Steven M. Helmbrecht**
Sr. Vice President & CFO
Itron, Inc.

Title

Title

Date

5/13/11

Date

Approved as to form



City Attorney




Electric / Gas / Water
 Information collection, analysis and application
 2111 N. Molter Rd.
 Liberty Lake, WA 99019
 fax: 866-787-6910
www.itron.com

**Pricing Summary for
 City of Lodi**

May 11, 2011
 BMR# 9265-11 Ver3 May

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Software						
1	FN SW V4.x	Data Collection Network Software, Used for Water & Electric	1	\$15,000.00	\$15,000.00	(1)
	FN CCU V4.x Kit	For up to 75,000 Endpoints				
	NS1C	(Includes Billing Gateway Module)				
	OAFNC	Outage Activation	1	\$30,000.00	\$30,000.00	(1)
Software Total					\$45,000.00	
Professional Services						
2	Services	Fixed Network Professional Services Includes Propagation Study, Project Management & Field Engineering			\$147,300.00	(2-4)
3	Services	Fixed Network Head End Installation and Training Water and Electric Level 1 Software Only			\$47,120.00	(2-4)
Professional Services Total					\$194,420.00	
Subtotal					\$239,420.00	
System Discount					(\$40,200.00)	(6)
ChoiceConnect 100 Fixed Network System Total					\$199,220.00	
Estimated Travel & Expenses					\$25,350.00	(5)
Annual Maintenance						
4	Maintenance	Data Collection Network Software, Used for Water & Electric For up to 75,000 Endpoints (Includes Billing Gateway Module)	1	\$3,000.00	\$3,000.00	

Notes and Assumptions

- (1) Software pricing is dependent upon number of meters under the network. Monthly billing and daily read functionality are included.
- (2) Itron's professional services estimates are based on a 12 month project duration. Hours are an estimate and will be billed based on actual.
- (3) Professional Services pricing is based on Itron's current understanding of the project scope and is subject to change pending a detailed technical analysis, final system design, and a mutually agreed-upon Scope of Work document.
Itron is responsible for audit and supervising initial installation of CCU's.
Itron assumes that utility infrastructure (light poles and arms) will be used for mounting CCU's and repeaters.
- (4) Itron can provide pricing for site acquisition, lease negotiation, legal fees, environmental studies, site engineering, structural studies, and permits for any non-utility sites. The utility shall be responsible for any ongoing lease fees for 3rd party sites.
- (5) Itron assumes that utility is responsible for installing CCUs, endpoints, including any work management system to track such installations.
- (6) Travel expenses have been estimated above but will be billed based on actual.
- (7) System discount is provided as consideration for the purchase of the fixed network solution for electric and water. Discount requires purchase of bundled solution as quoted above.
- (8) Hardware will be provided by General Pacific. Software, Professional Services and Hosting Services will be provided by Itron.
General Pacific is Itron's sole electricity distributor for Northern California.
- (9) Freight, taxes, duties, and tariffs are not included. Prices are in US dollars.
- (10) Prices are valid for 90 days.



Electric / Gas / Water

Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

EXHIBIT B

City of Lodi

May 11, 2011
Based on BMR# 9265-11 Ver3 May

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Professional Services						
2	Services	Fixed Network Professional Services Includes Propagation Study, Project Management & Field Engineering			\$147,300.00	(1-3)
3	Services	Fixed Network Head End Installation and Training Water and Electric Level 1 Software Only			\$47,120.00	(1-3)
Professional Services Total					\$194,420.00	
System Discount					(\$40,200.00)	(5)
Total					\$154,220.00	
Estimated Travel & Expenses					\$25,350.00	(4)

Notes and Assumptions

- (1) Itron's professional services estimates are based on a 12 month project duration. Hours are an estimate and will be billed based on actual. Professional Services pricing is based on Itron's current understanding of the project scope and is subject to change pending a detailed technical analysis, final system design, and a mutually agreed-upon Scope of Work document. Itron is responsible for audit and supervising initial installation of CCU's. Itron assumes that Customer's infrastructure (light poles and arms) will be used for mounting CCU's and repeaters.
- (2) Itron can provide pricing for site acquisition, lease negotiation, legal fees, environmental studies, site engineering, structural studies, and permits for any non-utility sites. The utility shall be responsible for any ongoing lease fees for 3rd party sites.
- (3) Itron assumes that Customer is responsible for installing CCUs, endpoints, including any work management system to track such installations.
- (4) Travel expenses have been estimated above but will be billed based on actual.
- (5) System discount is provided as consideration for the purchase of the fixed network solution for electric and water. Discount requires purchase of bundled solution as quoted above.
- (6) Hardware will be provided by General Pacific. Software, Professional Services and Hosting Services will be provided by Itron. General Pacific is Itron's sole electricity distributor for Northern California.



EXHIBIT C

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

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Ea. Occurrence
\$4,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

Proof of coverage with limits not less than \$1,000,000 combined single limit and naming the CITY, by endorsement, as an additional insured.

3. PROFESSIONAL ERRORS AND OMISSIONS

Not less than \$50,000 per Claim./\$1,000,000 Aggregate. Certificate of Insurance only required.

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

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

(a) Additional Insured Endorsement

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

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

(b) Primary Insurance Endorsement

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

(c) Severability of Interest Clause

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

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation, 10 days notice of cancellation in the event of non-payment of premium, or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation, 10 days notice of cancellation in the event of non-payment of premium, or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

ITRON SOFTWARE LICENSE AGREEMENT

This Itron Sales Agreement (the "**Agreement**") is entered into as of the last date of execution on the signature page hereto (the "**Effective Date**") by and between Itron, Inc. ("**Itron**") and the City of Lodi ("**Customer**"). Itron and Customer may each be referred to as a "**Party**" and together as the "**Parties**."

The Parties agree as follows:

1. Software Terms

a. Definitions.

"**Delivery**" with respect to Software, means that Itron has either made the Software available to Customer via electronic means or has provided the Software to a carrier on physical media for delivery to Customer.

"**Documentation**" means all printed or electronic materials published or otherwise that are provided to Customer and that describe or relate to the functional, operational or performance capabilities of the Software.

"**Meter**" means a device used for measuring the amount of electricity, gas or water used at a residence or business or by a machine. If a single Meter serves more than one residence, business or machine, it will count as the number of residences, businesses or machines being served (e.g., where a single Meter serves 10 residences, it will count as 10 Meters).

"**Object Code**" means the binary, machine-readable version of the Software.

"**Production Environment**" means a single instance of the Software used in an environment other than a Test Environment.

"**Software**" means software identified on Attachment A that is owned by Itron and any modifications, corrections, improvements or enhancements thereto provided by Itron.

"**Source Code**" means human-readable computer programming code, associated procedural code and related documentation.

"**Specifications**" means the applicable published Itron functional specifications for an item of Software.

"**Test Environment**" means a single instance of the Software used solely for test purposes. Such installation can only be used to verify the correct installation, operation, and integration of the Software and/or components.

"**Third Party Software**" means software that is not owned by Itron but is identified on Attachment A as being provided by Itron.

"**Use**" means the ability to run, execute, display and, subject to the restrictions described below, duplicate and distribute internally.

"**Warranty Period**," means the Warranty Period shall be ninety days from the date of Delivery.

b. License Grant.

Subject to the terms of this Agreement and for the license fee set forth on Attachment A, Itron grants to Customer a nonexclusive, nontransferable, perpetual Object Code license to Use the Software and Documentation for its internal business purposes only in connection with the number of Meters set forth in Attachment A.

c. Restrictions.

As a condition to the foregoing license grant, Customer shall not (i) violate any restriction set forth on Attachment A, (ii) modify or create any derivative work from the Software, (iii) include the Software in any other software, (iv) use the Software to provide processing services to third parties or on a service bureau basis, (v) reverse assemble, decompile, reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software, or (vi) use the Software to process business information concerning customers derived through merger, asset acquisition or other entity combination.

Except as expressly permitted in this Agreement, (i) the Software may not be installed on a computer that is not part of the Customer's computer network, (ii) Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes, and (iii) installation of the Software shall be limited to one Production Environment and one Test Environment. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein. The Software and Documentation shall be considered the confidential information of Itron and, as such, shall be subject to the confidentiality provisions of this Agreement.

d. Invoicing.

Itron will invoice Customer for the Software and any Third Party Software upon Delivery.

e. Limited Software Warranty

i. Warranty and Remedy.

For the Warranty Period, Itron warrants to Customer that the Software will perform substantially in accordance with the Specifications. Itron does not warrant that the Software will operate uninterrupted or error-free. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron to repair or replace the non-conforming Software. If Itron, in its sole discretion, is unable to repair or replace non-conforming Software, Itron will refund to Customer the amount paid for such Software. Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer's license to Software for which it has received a refund hereunder shall terminate upon its receipt of a refund.

ii. Exclusions.

The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the Software in combination with software, equipment or communications networks not provided by Itron, (ii) a change to the Software's operating environment not made or authorized by Itron, (iii) Customer's failure to install any correction or enhancement provided by Itron, (iv) viruses introduced through no fault of Itron, (v) any use of the Software not authorized by this Agreement. The warranty

provided in this Section is valid only if Customer has complied with the terms of this Agreement (including paying the applicable Software license fees) and shall be void to the extent of any modification to the Software not authorized by Itron.

f. Third Party Software and Documentation.

Itron shall provide the Third Party Software, if any, identified on Attachment A and any related documentation. Any Third Party Software and related documentation provided by Itron in connection with this Agreement shall be subject to a separate license agreement between the Customer and the third party software provider and will be subject to separate third party warranties, if any. Customer agrees that it will be bound by and will abide by all such third party software licensing arrangements. Customer is solely responsible for acquiring any software that is required to use the Software or Third Party Software.

g. Audit.

Customer will maintain accurate and detailed records as necessary to verify compliance with this Agreement. Itron may audit these records to verify compliance at any time during Customer's regular business hours after giving notice 5 business days in advance of the audit. Except as described below, Itron will bear all costs and expenses associated with the exercise of its audit rights. Any errors in payments identified will be corrected by Customer by appropriate adjustment. In the event of an underpayment of more than 5 percent, Customer will reimburse Itron the amount of the underpayment, reasonable costs associated with the audit, and interest on the overdue amount at the maximum allowable interest rate from the date the obligation accrued.

h. Obligations Upon Termination for Cause.

Upon a termination by Itron for cause, Customer's license to any Software and right to receive maintenance and support for such Software shall immediately terminate and Customer shall (i) delete any Software from all of its computers, (ii) immediately deliver to Itron or destroy all copies of such Software and any related Documentation and (iii) certify in writing to Itron within 10 days of any such termination that, to the best of Customer's knowledge, Customer has complied with this Section.

i. Other Provisions.

Customer shall not, directly or indirectly, export or transmit the Software to any country to which such export or transmission is prohibited by any applicable regulation or statute. The Parties agree that Software provided under this Agreement shall be deemed to be "goods" within the meaning of Article 2 of the Uniform Commercial Code, except when such a practice would cause an unreasonable result. The Parties agree that the Uniform Computer Information Transaction Act (or a version thereof or substantially similar law) shall not govern this Agreement.

2. Payment Terms and Taxes.

For invoices not paid within 45 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement.

3. Changes.

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

4. Confidentiality.

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.

5. IP Ownership.

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

6. Indemnification

a. General Indemnity.

Itron will defend Customer from any claim for (i) death of or bodily injury to a Customer employee or third party that is caused by Itron's gross negligence or intentional torts, or (ii) physical damage to tangible personal property owned by Customer or a third party that is caused by Itron's gross negligence or intentional torts and will pay costs and damages awarded against Customer (or settled) in any such action that are specifically attributable to Itron's gross negligence or intentional torts.

b. Infringement Indemnity.

Itron will, at its own expense, defend any claim or action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark and Itron will pay those costs and damages awarded against Customer (or settled) in any such action that are specifically attributable to such claim. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

c. Conditions to Infringement Indemnity.

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

d. Exclusions.

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

e. Right to Defend.

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense, settlement, adjustment or compromise of the claim and provide Itron with reasonable assistance in connection with such defense. Customer may employ counsel at its own expense to assist it with respect to any such claim.

f. Indemnity Disclaimer

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

7. Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

8. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

9. CAP ON LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR ITRON'S OBLIGATIONS UNDER SECTION 6. B. INFRINGEMENT INDEMNITY AND EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED (I), IN THE CASE OF ITRON, THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT AND (II), IN THE CASE OF CUSTOMER, THE TOTAL AMOUNT PAID AND PAYABLE HEREUNDER. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

10. Term and Termination

a. Term of Agreement.

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through December 31st of the year in which any products or services to be provided hereunder have been provided. The term of this Agreement shall thereafter automatically renew for successive one year periods unless either Party provides the other with written notice of its intent not to renew at least 90 days prior to such termination; provided, however, that Customer shall be obligated to purchase and Itron shall be obligated

to provide any product or service that is the subject of an unfulfilled order accepted by Itron prior to the time of any such termination. Notwithstanding the foregoing, the term of any license provided by Itron hereunder shall be as set forth in the provision granting such license.

b. Termination for Cause.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

c. Survival.

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

11. Miscellaneous

a. Entire Agreement.

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

b. Amendments and Waivers.

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

c. Governing Law; Jury Trial.

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of California without reference to California conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

d. No Solicitation.

During the period expiring one year after the termination of this Agreement, neither Party will, directly or indirectly, solicit or recruit any Project Participant (defined below) to terminate his or her employment with Itron. The publication of advertisements in newspapers and/or electronic media of general circulation (including advertisements posted on the Internet) shall not in any event be deemed a violation of this Section 5.c. The term "Project Participant," as used herein, means an employee or consultant of a Party that has performed work pursuant to this Agreement.

e. Assignment.

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment.

f. Publicity.

Unless otherwise provided in a separate confidentiality agreement between the Parties, each Party may issue a press release following the execution of this Agreement, subject to the other Party's written approval, which shall not be unreasonably withheld. Each Party hereby consents to the other Party's use of its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

g. Force Majeure.

Neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts. Notwithstanding the foregoing, Itron shall have no obligation to deliver Equipment or provide Services to the extent that Customer is unable to pay as a result of a force majeure event.

h. Notices.

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to

the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron: Attn: General Counsel
Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

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

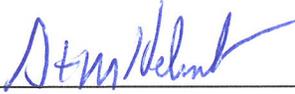
i. Miscellaneous.

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and support for products will be provided pursuant to a separate maintenance agreement. Itron shall perform all work to be performed in connection with this Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

Agreed to and accepted:

Itron, Inc.

Signature: 

Print Name: Steven M. Helmbrecht

Title: Sr. Vice President + CFO

Date: 5/13/11

Customer: City of Lodi

Signature: _____

Print Name: _____

Title: _____

Date: _____

Tax Exempt: Yes / No (if yes, attach copy of Tax Exemption Certificate)

Approved as to form 
City Attorney




Electric / Gas / Water

Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

ATTACHMENT A

City of Lodi

May 3, 2011
Based on BMR# 9265-11 Ver2 May

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Software						
1	FN SW V4.x	Data Collection Network Software, Used for Water & Electric	1	\$15,000.00	\$15,000.00	(1)
	FN CCU V4.x Kit	For up to 75,000 Endpoints				
	NS1C	(Includes Billing Gateway Module)				
	OAFNC	Outage Activation	1	\$30,000.00	\$30,000.00	(1)
		Software Total			\$45,000.00	

Notes and Assumptions

(1) Software pricing is dependent upon number of meters under the network. Monthly billing and daily read functionality are included.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 05/13/2011
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	161		3205	Fund Balance	\$ 231,000.00
	181		3205	Fund Balance	\$ 241,000.00
B. USE OF FINANCING	161	161000	1825.1700	Fixed Network System	\$ 231,000.00
	181	181013	1825.2300	Fixed Network System	\$ 241,000.00

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

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

Professional services agreement and software license agreement with Itron, Inc., purchase servers from Dell and hardware from General Pacific, Inc., for a fixed network system.

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

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

Department Head Signature: Wally Lander

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. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENTS
AND PURCHASE ORDERS FOR FIXED NETWORK SYSTEM
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Resolution No. 2005-64, dated April 6, 2005, approved the standardization of solid-state electric meters for residential and small commercial customers with Itron, Inc., and Resolution No. 2010-125, dated August 4, 2010, approved the standardization of water meters transmitters with Itron, Inc. The City Council has also approved Dell Marketing, LLP, as a sole source supplier for computer hardware; and

WHEREAS, the Electric Utility and Public Works departments have initiated automatic meter reading (AMR) projects with the installation of meters equipped with encoder receiver transmitters (ERT), which are read at this time by two vehicle-mounted radio receivers and two handheld radio receivers; and

WHEREAS, staff recommends installing a fixed network system that would read the meters via a network of receivers placed on street light poles around the community to fully receive the benefits of the AMR system; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Itron, Inc., of Liberty Lake, Washington, for the implementation of a fixed network system in an amount not to exceed \$179,570; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Software License Agreement with Itron, Inc., of Liberty Lake, Washington, for the fixed network system data collection software and billing gateway module in the amount of \$45,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Purchase Order with Dell Marketing, LLP, of Pasadena, California, for the purchase of four blade servers for the fixed network system in an amount of \$52,272; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Purchase Order with General Pacific, Inc., of Fairview, Oregon, for the purchase of network infrastructure hardware in the amount of \$103,041; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Purchase Order for the purchase of radio equipment in the amount of \$30,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$472,000 be appropriated from the Electric Utility Department Capital Account and the Water Capital Account for this project.

Dated: June 1, 2011

=====
I hereby certify that Resolution No. 2011-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2011-____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Van Buskirk Park Playground Replacement, 600 North Pleasant Avenue, with A. M. Stephens Construction Company, Inc., of Lodi (\$47,410)

MEETING DATE: June 1, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Van Buskirk Park playground replacement, 600 North Pleasant Avenue, with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$47,410.

BACKGROUND INFORMATION: This project is part of the Parks and Recreation Department's 2010/11 Community Development Block Grant (CDBG) allocation.

The work consists of removal and disposal of the existing playground equipment, 3,000 square feet of existing poured-in-place surfacing material and two concrete ramps. New work will include providing and installing one matrix net cable climber, one two-bay arched swing, two concrete ramps, new engineered wood Fibar safety surfacing material and turf. The project will also remove approximately 600 square feet of concrete walkway and replace it with approximately 540 square feet of a new redesigned concrete path of travel from Pleasant Avenue to the playground equipment.

The specifications were approved on April 6, 2011. The City received the following nine bids on May 4, 2011:

Bidder	Location	Bid
Engineer's Estimate		\$79,900.75
A. M. Stephens Construction	Lodi	\$47,410.00
Playscape Construction	Tracy	\$52,650.00
Harris Builders, Inc.	Hilmar	\$54,400.41*
WhoBuilt Creative	Petaluma	\$57,512.00*
Diede Construction	Woodbridge	\$61,332.09
Haskell & Haskell Engineering	Knights Ferry	\$64,928.98*
Elite Landscaping	Clovis	\$67,809.00
Community Playgrounds	Novato	\$68,649.70*
McNabb Construction	Lafayette	\$84,385.00

* Corrected figure

FISCAL IMPACT: Funds for this project will be from the 2010/11 Urban County CDBG allocation and there will be no direct impact to the Park Division budget for the playground replacement improvements at Van Buskirk Park.

FUNDING AVAILABLE: Urban County CDBG Funds (Project 10-04): \$166,240.84

Jordan Ayers
Deputy City Manager/Internal Services Director

James M. Rodems
Parks, Recreation & Cultural Services Director

F. Wally Sandelin
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer
cc: Joseph Wood, Service Manager

Steve Virrey, Parks Project Coordinator

APPROVED: _____
Konradt Bartlam, City Manager

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary to consist of removing and disposing of the existing playground equipment, 3,000 square of existing poured-in-place surfacing material, 600 square feet of concrete flatwork and two concrete ramps. New work will include providing and installing a matrix net cable climber, a 2-bay arched swing, 540 square feet of concrete flatwork, two concrete ramps, turf and other incidental and related work, all as shown on the plans and specifications for "Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Furnish and Install Temporary Project Sign	EA	1	\$ 650.00	\$ 650.00
2.	Temporary Fencing	LF	230	\$ 2.00	\$ 460.00
3.	Remove and Dispose of Poured-in-Place Playground Material and Base Rock Subgrade	SF	3,000	\$ 1.00	\$ 3,000.00
4.	Remove and Dispose of Playground Equipment Including Concrete Footings	LS	1	\$ 2,000.00	\$ 2,000.00
5.	Remove and Dispose of Concrete Flatwork	SF	600	\$ 2.00	\$ 1,200.00
6.	Remove and Dispose of Concrete Ramps	EA	2	\$ 200.00	\$ 400.00
7.	Sawcutting	LF	21	\$ 13.00	\$ 273.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
8.	Matrix Net Climber and 2-Bay Arched Swing	LS	1	\$ 19,300.00	\$19,300.00
9.	Concrete Flatwork	SF	540	\$ 7.55	\$ 4,077.00
10.	Concrete Ramps	EA	2	\$ 525.00	\$ 1,050.00
11.	Fibar System 300	CY	125	\$ 112.00	\$14,000.00
12.	Construction Staking and Soils Testing	LS	1	\$ 500.00	\$ 500.00
13.	Furnish and Install New Turf Sod	SF	250	\$ 2.00	\$ 500.00
TOTAL					\$47,410.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 30 WORKING DAYS.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Title

Attest:

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR VAN BUSKIRK PARK PLAYGROUND
IMPROVEMENTS, 600 NORTH PLEASANT AVENUE

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 4, 2011, at 11:00 a.m., for the Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue, described in the specifications therefore approved by the City Council on April 6, 2011; and

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

Bidder	Bid
A. M. Stephens Construction Company, Inc.	\$47,410.00
Playscape Construction	\$52,650.00
Harris Builders, Inc.	\$54,400.41*
WhoBuilt Creative	\$57,512.00*
Diede Construction	\$61,332.09
Haskell & Haskell Engineering	\$64,928.98*
Elite Landscaping	\$67,809.00
Community Playgrounds	\$68,649.70*
McNabb Construction	\$84,385.00

* Corrected figure

WHEREAS, staff recommends awarding the contract for the Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$47,410.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the Van Buskirk Park Playground Improvements, 600 North Pleasant Avenue, with the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$47,410.

Dated: June 1, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following vote:

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

RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2011/12

MEETING DATE: June 1, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution ratifying the 2011/12 Annual Financial Plan (AFP) for the San Joaquin Council of Governments (COG).

BACKGROUND INFORMATION: Attached is a summary of COG's AFP for Fiscal Year 2011/12. The COG Board adopted the AFP on April 28, 2011. Pursuant to COG's Joint Powers Agreement, the budget is to be ratified by the City of Lodi and the other agencies in the County following adoption by the COG Board.

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

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

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

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

FWS/PJF/pmf

Attachment

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

APPROVED: _____
Konradt Bartlam, City Manager



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-11-32

RESOLUTION APPROVING THE ADOPTION OF THE 2011-2012
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 2011-2012 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 28th day of April 2011 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Supervisor Bestolarides, SJ County; Councilman Fritchen, Stockton; Councilman Hansen, Lodi; Councilman Harris, Manteca; Councilman Laugero, Escalon; Councilmember Lowery, Stockton; Mayor PT Maciel, Tracy; VM Mateo, Lathrop; VM Miller, Stockton; Supervisor Ornellas, SJ County; Supervisor Vogel, SJ County; Councilman Winn, Ripon.

NOES: None.

ABSENT: None.

CHUCK WINN
Vice Chair

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2011/12
Proposed April 28, 2011

REVENUES	FY 2009-10 Actual	FY 2010-11 Adopted Amend. #1	FY 2011-12 Proposed 4/28/11	+/- Change
Federal Grants	\$2,376,650	\$2,632,039	\$2,788,250	\$156,211
State Grants	\$644,406	\$1,437,404	\$1,217,723	(\$219,681)
Local	\$2,465,385	\$3,225,000	\$3,192,875	(\$32,125)
Interest	\$6,819	\$5,000	\$5,000	\$0
Other	\$1,775	\$15,000	\$15,000	\$0
SJCOG OPERATING REVENUES	\$5,495,034	\$7,314,443	\$7,218,848	-\$95,595
Federal Pass-Through	\$63,969,742	\$189,646,000	\$119,553,000	(\$70,093,000)
State Pass-Through	\$4,587,275	\$0	\$1,500,000	\$1,500,000
Local Pass-Through	\$53,502,790	\$54,900,000	\$56,272,500	\$1,372,500
Commercial Paper	\$167,000,000	\$167,000,000	\$75,000,000	(\$92,000,000)
TOTAL SJCOG REVENUE	\$294,554,841	\$418,860,443	\$259,544,348	-\$159,316,095
EXPENDITURES				
Salaries & Benefits	\$3,525,917	\$3,647,295	\$3,636,010	(\$11,285)
Services & Supplies	\$1,052,022	\$1,274,500	\$1,108,500	(\$166,000)
Office Expense	\$176,064	\$362,000	\$256,000	(\$106,000)
Communications	\$80,913	\$60,000	\$60,000	\$0
Memberships	\$31,613	\$42,000	\$42,000	\$0
Maintenance - Equipment	\$2,242	\$13,000	\$13,000	\$0
Rents & Leases - Equipment	\$200,136	\$210,000	\$210,000	\$0
Transportation, Travel & Training (In & Out of State)	\$117,298	\$110,000	\$110,000	\$0
Allocated Service Cost	\$18,936	\$4,000	\$4,000	\$0
Publications & Legal Notices	\$16,279	\$27,000	\$27,000	\$0
Insurance	\$82,661	\$85,000	\$85,000	\$0
Building Maintenance	\$127,280	\$120,000	\$60,000	(\$60,000)
Building Debt Service	\$198,600	\$241,500	\$241,500	\$0
Professional Services	\$1,618,668	\$2,312,148	\$2,333,838	\$21,690
Fixed Assets	\$13,732	\$80,500	\$140,500	\$60,000
Unallocated/Reserve	\$0	\$0	\$0	\$0
SJCOG OPERATING EXPENDITURES	\$6,210,339	\$7,314,443	\$7,218,848	-\$95,595
Excess (Deficit) Revenues	-\$715,305	\$0	\$0	\$0
Over Expenditures (Operating)				

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
RATIFYING THE SAN JOAQUIN COUNCIL OF
GOVERNMENTS' (SJCOG) 2011-12 ANNUAL
FINANCIAL PLAN

=====

WHEREAS, the San Joaquin Council of Governments (SJCOG) has approved its fiscal year 2011-12 budget by adopting Resolution No. R-11-32 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 hereby ratifies the 2011-12 Annual Financial Plan for SJCOG.

Dated: June 1, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following vote:

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

RANDI JOHL
City Clerk



**RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS**

R-11-32

**RESOLUTION APPROVING THE ADOPTION OF THE 2011-2012
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 2011-2012 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 28th day of April 2011 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Supervisor Bestolarides, SJ County; Councilman Fritch, Stockton; Councilman Hansen, Lodi; Councilman Harris, Manteca; Councilman Laugero, Escalon; Councilmember Lowery, Stockton; Mayor PT Maciel, Tracy; VM Mateo, Lathrop; VM Miller, Stockton; Supervisor Ornellas, SJ County; Supervisor Vogel, SJ County; Councilman Winn, Ripon.

NOES: None.

ABSENT: None.



CHUCK WINN
Vice Chair

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2011/12
Proposed April 28, 2011

REVENUES	FY 2009-10 Actual	FY 2010-11 Adopted Amend. #1	FY 2011-12 Proposed 4/28/11	+/- Change
Federal Grants	\$2,376,650	\$2,632,039	\$2,788,250	\$156,211
State Grants	\$644,406	\$1,437,404	\$1,217,723	(\$219,681)
Local	\$2,465,385	\$3,225,000	\$3,192,875	(\$32,125)
Interest	\$6,819	\$5,000	\$5,000	\$0
Other	\$1,775	\$15,000	\$15,000	\$0
SJCOG OPERATING REVENUES	\$5,495,034	\$7,314,443	\$7,218,848	-\$95,595
Federal Pass-Through	\$63,969,742	\$189,646,000	\$119,553,000	(\$70,093,000)
State Pass-Through	\$4,587,275	\$0	\$1,500,000	\$1,500,000
Local Pass-Through	\$53,502,790	\$54,900,000	\$56,272,500	\$1,372,500
Commercial Paper	\$167,000,000	\$167,000,000	\$75,000,000	(\$92,000,000)
TOTAL SJCOG REVENUE	\$294,554,841	\$418,860,443	\$259,544,348	-\$159,316,095
EXPENDITURES				
Salaries & Benefits	\$3,525,917	\$3,647,295	\$3,636,010	(\$11,285)
Services & Supplies	\$1,052,022	\$1,274,500	\$1,108,500	(\$166,000)
Office Expense	\$176,064	\$362,000	\$256,000	(\$106,000)
Communications	\$80,913	\$60,000	\$60,000	\$0
Memberships	\$31,613	\$42,000	\$42,000	\$0
Maintenance - Equipment	\$2,242	\$13,000	\$13,000	\$0
Rents & Leases - Equipment	\$200,136	\$210,000	\$210,000	\$0
Transportation, Travel & Training (In & Out of State)	\$117,298	\$110,000	\$110,000	\$0
Allocated Service Cost	\$18,936	\$4,000	\$4,000	\$0
Publications & Legal Notices	\$16,279	\$27,000	\$27,000	\$0
Insurance	\$82,661	\$85,000	\$85,000	\$0
Building Maintenance	\$127,280	\$120,000	\$60,000	(\$60,000)
Building Debt Service	\$198,600	\$241,500	\$241,500	\$0
Professional Services	\$1,618,668	\$2,312,148	\$2,333,838	\$21,690
Fixed Assets	\$13,732	\$80,500	\$140,500	\$60,000
Unallocated/Reserve	\$0	\$0	\$0	\$0
SJCOG OPERATING EXPENDITURES	\$6,210,339	\$7,314,443	\$7,218,848	-\$95,595
Excess (Deficit) Revenues	-\$715,305	\$0	\$0	\$0
Over Expenditures (Operating)				



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Budget Year 2011/12 Concession Agreements with Maintenance & Operators, General Services, Mid-Management, Fire, Fire Mid-Management and Police Mid-Management

MEETING DATE: June 1, 2011

PREPARED BY: City Attorney

RECOMMENDED ACTION: Approve Budget Year 2011/12 Concession Agreements with Maintenance & Operators, General Services, Mid-Management, Fire, Fire Mid-Management and Police Mid-Management

BACKGROUND INFORMATION: Staff has negotiated the following concession agreements with Fire, Fire Mid-Management, Maintenance & Operators, General Services, Mid-Management and Police Mid-Management for Council approval tonight.

Group	Concession	Comments
Fire	5.3% contribution to PERS (2.5% in place of previous salary reduction; 2.8% in FY 2011/12 concessions rather than furloughs); Waive deferred comp match; Waive overtime cash out; Waive compensatory time off cash out; Waive vacation cash out	No furloughs Although it is not a concession, remaining savings will be achieved by eliminating four budgeted unit positions.
Mid-Mgt	12 unpaid furlough days; Waive deferred comp matching; 3.3% contribution to retirement; Lowest-cost medical	No additional furlough days. All new salary concessions absorbed through PERS contributions.
General Services	12 unpaid furlough days; Waive deferred comp matching; 1% contribution to retirement; Lowest-cost medical; Six days floating leave	Floating furlough expires if not used.

APPROVED: _____
Konradt Bartlam, City Manager

Maintenance and Operator	12 unpaid furlough days (increase from current six days); Waive deferred comp matching; 1% contribution to retirement; Lowest-cost medical; Six days floating leave	Floating furlough expires if not used
Fire Mid-Mgt	9.96%, in combination of employee's choice of furloughs, waive admin leave cash out or waive deferred comp; 1% contribution to retirement; Lowest-cost medical; Waive overtime cash out; Waive compensatory time off cash out	
Police Mid-Mgt.	96 unpaid furlough hours 1% contribution to retirement Waive deferred comp matching Waive holiday, admin leave, and waive compensatory time off cash out	

FISCAL IMPACT: FY 2011/12 Estimated savings of \$2,165,000 related to the above concessions.

FUNDING: Not applicable.

D. Stephen Schwabauer
City Attorney



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Indicating Percentage of Employee's Share of Retirement Contributions that are Paid by City of Lodi for Each Specific Employee Category/Bargaining Group

MEETING DATE: June 1, 2011

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt Resolution indicating percentage of employee's share of retirement contributions that are paid by City of Lodi for each specific employee category/bargaining group.

BACKGROUND INFORMATION: The City of Lodi is a member of the California Public Employees Retirement System (CalPERS). Retirement contributions are segmented into employer-paid contributions and employee-paid contributions. Prior to July 1, 2011, the City paid both the employer and employee-paid contribution amounts.

Effective July 11, 2011, the City will no longer be paying the full cost for the employee-paid contributions of most City employees. Accordingly, CalPERS requires the City adopt the attached resolution stating the specific percentage the City will contribute towards each employee's employee-paid contribution amount. Since CalPERS recognizes employees through their employee category/bargaining group, the attachment indicates the specific percentage the City will contribute towards employee-paid retirement by specific category/bargaining group. They are as follows:

<u>Employee Category/Bargaining Group</u>	<u>Percent Employer Contributes to Employee-Paid Retirement</u>
Council Appointee	0%
Executive Management	0%
Confidential	6%
Mid-Management	3.7%
General Services	6%
Maintenance and Operators	6%
Fire	3.7%
Fire Mid-Management	8%
Police Mid-Management	8%

Note that the above contributions reflect the amount each employee category/bargaining group has agreed to during recent concession discussions. Some bargaining groups decided to contribute more towards retirement and reduce unpaid furloughs days, while other groups decided to contribute less towards retirement and receive more unpaid furlough days. Absent concessions, the City will continue to pay the entire employee share for Police Officers Association, Dispatchers and City Council after July 1.

FISCAL IMPACT: Based on this action, Fiscal Year 11/12 CalPERS City-paid retirement costs will decrease \$508,400.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Not applicable.

Dean Gualco, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING EMPLOYER PAID MEMBER
CONTRIBUTIONS

=====

WHEREAS, the governing body of the City of Lodi has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the City of Lodi has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Government Code Section 20691 is the adoption by the governing body of the City of Lodi of a resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Lodi has identified the following conditions for the purpose of its election to pay EPMC, and this benefit shall apply to all employees as distinguished below:

Miscellaneous Members		
Confidential	Pay 6% of the normal member contributions as EPMC	Effective July 11, 2011
Council Appointees	Pay 0% of the normal member contributions as EPMC	Effective July 11, 2011
Executive Management	Pay 0% of the normal member contributions as EPMC	Effective July 11, 2011
General Services	Pay 6% of the normal member contributions as EPMC	Effective July 11, 2011
Lodi City Mid-Management	Pay 3.7% of the normal member contributions as EPMC	Effective July 11, 2011
Maintenance & Operators	Pay 6% of the normal member contributions as EPMC	Effective July 11, 2011
Safety Members		
Fire Mid-Management	Pay 8% of the normal member contributions as EPMC	Effective July 11, 2011
Lodi Police Mid-Management	Pay 8% of the normal member contributions as EPMC	Effective July 11, 2011
Lodi Professional Firefighters	Pay 3.7% of the normal member contributions as EPMC	Effective July 11, 2011

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi elects to pay EPMC, as set forth above.

BOB JOHNSON
Mayor

Dated: June 1, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Amending the CalPERS Contract Allowing Employees to Make Retirement Contributions with Pre-tax Payroll Deductions

MEETING DATE: June 1, 2011

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt Resolution amending the CalPERS contract allowing employees to make retirement contributions with pre-tax payroll deductions

BACKGROUND INFORMATION: The City of Lodi is a member of the California Public Employees Retirement System (CalPERS). Retirement contributions are segmented into employer-paid contributions and employee-paid contributions. Prior to July 1, 2011, the City paid both the employer and employee-paid contribution amounts.

Effective July 1, 2011, most City employees will begin contributing towards their employee-paid retirement costs. CalPERS requires the City adopt the attached resolution to allow employees to contribute towards their retirement using pre-tax payroll deductions. Most agencies whose employees contribute to their retirement costs have also passed the attached CalPERS Resolution.

FISCAL IMPACT: There is no fiscal impact related to this agenda item since it only allows employees to contribute towards their retirement costs using pre-tax payroll deductions.

FUNDING AVAILABLE: Not applicable.

Dean Gualco, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING EMPLOYER PICK-UP – IRC 414(H)(2)

=====

WHEREAS, the governing body of the City of Lodi has the authority to implement the provisions of Section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of the California Public Employees' Retirement System adopted its resolution regarding Section 414(h)(2) IRC on September 18, 1985; and

WHEREAS, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of Section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of Section 414(h)(2) IRC; and

WHEREAS, the City of Lodi has determined that even though the implementation of the provisions of Section 414(h)(2) IRC is not required by law, the tax benefit offered by Section 414(h)(2) IRC should be provided to its employees who are members of the California Public Employees' Retirement System:

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

- I. That the City of Lodi will implement the provisions of Section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of its employees who are members of the California Public Employees' Retirement System. "Employee Contributions" shall mean those contributions to the California Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code Section 20691.
- II. That the contributions made by the City of Lodi to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the City of Lodi in lieu of contributions by the employees who are members of the California Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Lodi to the California Public Employees' Retirement System.
- IV. That the City of Lodi shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the City of Lodi to the California Public Employees' Retirement System

on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.).

- VI. That the contributions designated as employee contributions made by the City of Lodi to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System.

BOB JOHNSON
Mayor

Dated: June 1, 2011

=====

I hereby certify that Resolution No. 2011-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following vote:

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

RANDI JOHL
City Clerk

2011-____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve New Meeting Time for the Lodi Arts Commission
MEETING DATE: June 1, 2011
PREPARED BY: Director of Parks, Recreation and Cultural Services

RECOMMENDED ACTION: Approve new meeting time for the Lodi Arts Commission.

BACKGROUND INFORMATION: The Lodi Arts Commission (LAC) regularly meets monthly on the second Wednesday at noon. A request was made by an Arts Commissioner at the LAC meeting on May 11, 2011, to move the meeting time to 1 p.m. The LAC approved this request. Pending City Council approval, the LAC will change its regular meeting time to 1 p.m., beginning with the August 10 meeting.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

James M. Rodems
Director of Parks, Recreation and Cultural Services

JR/dkb

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Report Regarding League of California Cities Communications Pertaining to Senate Bill 474

MEETING DATE: June 1, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding League of California Cities (League) communications pertaining to Senate Bill 474.

BACKGROUND INFORMATION: The City received a request for communication from the League on May 16, 2011 pertaining to SB 474. A letter of opposition to SB 474, signed by the Mayor, was needed immediately as the bill was being heard in the State Legislature that week.

As you may be aware, SB 474 (Evans) would provide, for certain construction contracts, that provisions in a contract purporting to indemnify, hold harmless, or defend another person against actual or claimed liability or damage, from the negligence, willful misconduct, defective design, violation of law, or other fault of that person or that person's agents, employees, independent contractors, subcontractors, or representatives is against public policy and is void and unenforceable. These provisions are standard in various municipal contracts. In addition, the bill would require that California law be applied to these contracts regardless of any choice-of-law rules and would provide that waiver of these provisions is contrary to public policy, void, and unenforceable. For these reasons, the League is adamantly opposing the bill.

The letter was sent as requested on May 18, 2011 and this report is provided for informational purposes only.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
ALAN NAKANISHI

CITY OF LODI

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KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 18, 2011

Senator Tom Berryhill
California State Senate
State Capitol Building, Room 3076
Sacramento, California 95814
Via Facsimile: (916) 327-3523

SUBJECT: SB 474 (Evans), Commercial Construction Contracts: Indemnity
(As Amended May 2, 2011) – Notice of Opposition

Dear Senator Berryhill:

The City of Lodi opposes the current version of Senate Bill (SB) 474, which would prohibit indemnification provisions in contracts between cities and contractors. This will limit a city's ability to negotiate contract terms and ultimately result in increased costs to the public. We understand that Senator Evans has committed to amending SB 474 so that it does not impact the public agencies. We encourage you to vote no on the bill if it is taken up on the Senate floor before such amendments are made.

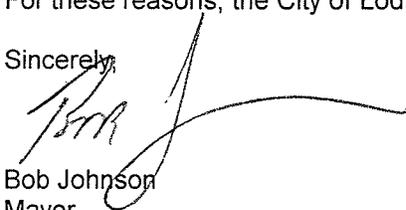
California public agencies face substantial challenges in the efforts to maintain and expand infrastructure. In order to develop infrastructure projects, public agencies enter into written contracts that establish the scope of the project and allocate the risks associated with the particular project through some type of indemnity or "hold harmless" provision.

The nature, scope and magnitude of risks are unique to each project. The parties who are in the optimal position to fairly allocate the unique risks of a particular infrastructure project are the public agency and the contractors with which it negotiates. These parties know the site conditions, project specifics, schedule, and capabilities and capacities of each party to effectively manage the project.

SB 474, as currently written, would be detrimental to the City of Lodi because in the typical lawsuit, it will result in refusal by the contractor or its insurance carrier to provide a legal defense for the public agency prior to a full trial. The net effect would be to shift to taxpayers legal defense costs that should be borne to varying degrees by contractors and their insurance carriers. The negotiation of terms between public agencies and contractors should be left to the free-play of market forces. SB 474 would preclude negotiation of broader protection, even where the public agency is willing to pay extra for such protection.

For these reasons, the City of Lodi opposes SB 474.

Sincerely,



Bob Johnson
Mayor

C: Senator Noreen Evans (916-323-6958)
Tara Welch, Consultant, Senate Judiciary Committee (916-445-8390)
Jennifer Whiting, Legislative Representative, League of California Cities (916-658-8240)

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Vacancy on the Lodi Improvement Committee

MEETING DATE: June 1, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for vacancy on the Lodi Improvement Committee.

BACKGROUND INFORMATION: The newest appointee to the Lodi Improvement Committee chose not to accept the appointment due to the State-mandated financial reporting requirements. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. Therefore, it is recommended that the City Council direct the City Clerk to post for the vacancy shown below.

Lodi Improvement Committee

James Finch Term to expire March 1, 2014

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2011 and Ending June 30, 2012 and Approving the Fiscal Year 2011/12 Appropriation Spending Limit

MEETING DATE: June 1, 2011

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving the City of Lodi Financial Plan and Budget for the Fiscal Year (FY) beginning July 1, 2011 and ending June 30, 2012 and approving the Fiscal Year 2011/12 appropriation spending limit.

BACKGROUND INFORMATION: The City Council will continue to receive the budget presentation and the public is invited to comment on the FY 2011/12 budget. Council has previously received information on this budget at Shirtsleeve meetings on May 3, 10, 17 and 24. A draft budget document was released on May 19.

The General Fund budget for FY 2011/12 is balanced without the use of reserves. Council approved a General Fund Reserve Policy in June 2010 that sets aside 8 percent of General Fund revenues for a Catastrophic Reserve and 8 percent of General Fund revenues for an Economic Reserve. Total General Fund reserves are projected to be \$3.96 million. This level of reserve will fully fund the Catastrophic Reserve at a level of \$3.3 million and partially fund the Economic Reserve at about \$662,000.

The General Fund budget is \$41,255,340, a decrease of \$66,410 from the prior year. The All-Funds budget is \$209,805,900, an increase of \$30.5 million, or about 17 percent over the previous year. The bulk of this increase is related to the appropriations for the Water Treatment Plant project.

Significant Issues

This budget is not without a number of significant issues that the City addressed in developing a balanced budget.

Salary and Benefit Costs

Absent concessions, the cost for salaries and benefits would have increased approximately \$6.6 million. The primary drivers of this increase are the expiration of the employee concessions agreed to through June 30, 2011 (\$2.3 million) along with significant increases in Worker's Compensation (\$2.2 million), retirement (\$1.2 million) and medical costs (\$0.9 million).

APPROVED: _____
Konradt Bartlam, City Manager

The City offered an early retirement incentive of two years service credit to 24 classifications, representing 30 individuals. Fifteen individuals have accepted the offer and will leave City employment by June 30, 2011. Annual on-going savings related to these vacated positions is about \$1.5 million.

Assistance from the City's bargaining units is instrumental in balancing the budget again this year. Significant elements of employee concessions include paying for all, or a portion of, the employee share of CalPERS pension costs; agreeing to limit the City's share of cost on medical plans to the lowest-cost HMO plan costs; continuing, increasing or eliminating furloughs; waiving the City match to deferred compensation along with waiving the right to cash out certain types of leave.

At this time, all bargaining units have agreed to concessions requested by the City except for the Police Officers Association and the Dispatchers unit. A separate agenda item details the concession agreements while another agenda item advises CalPERS of the percentage of the employee share of retirement costs that the City will be paying.

Discussions with the Police Officer's Association are close to conclusion. Positive discussions occurred the week of May 23 and the City is awaiting a proposal from the group. Absent an agreement, the City Manager's Office will be recommending a lay-off of four positions.

Discussions with the Dispatchers unit have stalled and staff is recommending that two positions be laid off.

Worker's Comp — An actuarial valuation of the City's Worker's Comp liabilities is typically performed every two years. The projected liabilities are used to fund the reserve for this program. Staff was on target for funding the reserve based upon the actuarial projection in the October 2008 report. The actuarial report received in November 2010 reflected significantly higher liabilities than anticipated. The cause of the dramatic increase in the liability ties to an increase in the severity of claims during the reporting period. As a result, the Worker's Compensation reserve is \$2.0 million short of the suggested funding level. Staff has discussed the underlying assumptions. Staff is seeing a reduction in the severity of current claims and believes that the November 2010 projected liability is overstated, given current experience. Staff will be requesting that the actuary produce a report based upon June 30, 2011 data in the belief that the June 30, 2012 liability will be reduced. Additionally, staff is recommending that the actuarial liability deficit be funded over a two-year period instead of a single year.

Retirement Costs — The City contracts with CalPERS for retirement benefits for City employees. The payment made to CalPERS is composed of an employee share and an employer share of cost. The employee share of cost is 7 percent for Miscellaneous employees and 9 percent for Safety employees. Historically, the City has paid the full share of employee costs. The employer share of cost is determined by CalPERS and provided to the City each year. The employer cost for the current year, budget year and future year estimates are shown in the table below.

Fiscal Year	Miscellaneous	Safety
2010/11	11.727%	23.838%
2011/12	13.680%	30.380%
2012/13 Est.	14.800%	31.600%
2013/14 Est.	17.900%	35.500%

Medical Costs — The City contracts with CalPERS for medical benefits for City employees. Historically, the City has paid for the full cost of the employee chosen plan, with a nominal payment by the employee for employee + 1 coverage (\$80 per month) and family coverage (\$104 per month). As you are aware, medical costs are rapidly increasing. CalPERS medical plans are priced on a calendar-year basis while the City budgets on a fiscal-year basis. As such, we must estimate the rate increases that will take place in the middle of the fiscal year. For FY 2010/11, staff estimated that rates would increase an average of 9 percent. The actual average rate increase was 9.5 percent and variances were absorbed within existing appropriations. Staff is projecting a 12-percent increase in rates for the 2012 calendar year.

Actual rates will be known around October 2011 and any variances will be addressed in the mid-year budget review.

Capital Projects

Significant capital projects included in the budget include:

- Surface Water Treatment Plant (\$28.8 million-bond funded)
 - Construction of a treatment plant and appurtenances for treating Mokelumne River water
- Water Meter Installation (\$2.3 million-rate funded)
 - Construction of Phase 1 of the meter installation program
- Biosolids Dewatering Facility (\$4.5 million-bond funded)
 - Construction of a biosolids dewatering facility to meet expected permit requirements
- Wastewater Main Replacement Project #5 (\$2.1 million-rate funded)
 - Rehabilitation of about 25,000 lineal feet of in-ground pipe
- 12 kV Underground Cable Maintenance (\$1.1 million-rate funded)
 - Rehabilitation of underground cable in Grids 56 and 57
- Transit Shop Solar Project (\$1.0 million-ARRA funded)
 - Install solar panels for maintenance shop
- Cape Seal Project (\$1.0 million-Prop 1B, Measure K funded)
 - Install 1 million square feet of rubberized slurry seal at various locations

A resolution adopting the Financial Plan and Budget is attached. Included in the budget resolution is the adoption of the Appropriation Spending Limit for the 2011/12 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2011/12 Appropriation Limit is \$77,891,729, an increase of \$2,367,907 from the prior year. Details of the calculations are attached as Attachment 1 and Exhibits A through G.

FISCAL IMPACT: The 2011/12 budget provides an expenditure plan for all funds. The All-Funds budget is \$209,805,900, an increase of \$30.5 million, or about 17 percent over the previous year. The bulk of this increase is related to the appropriations for the Water Treatment Plant project. The General Fund Budget is \$41,255,340, a decrease of \$66,410 from the prior year's budget.

Jordan Ayers, Deputy City Manager

Attachments

2011-12 FINANCIAL PLAN AND BUDGET

APPROPRIATIONS SPENDING LIMIT

2011-12 APPROPRIATIONS SPENDING LIMIT

				AMOUNT
Last Year's Limit				75,523,822
Adjustment Factors				
1	Population %	1.0061		
2	Inflation %	1.0251		
Total Adjustment %				1.03135
Annual Adjustment				2,367,907
Adjustments				None
Total Adjustments				2,367,907
2011-12 APPROPRIATIONS SPENDING LIMIT				77,891,729

2011-12 APPROPRIATIONS SUBJECT TO LIMITATION

		AMOUNT
PROCEEDS OF TAXES		31,857,150
EXCLUSIONS		-
APPROPRIATIONS SUBJECT TO LIMITATION		31,857,150
CURRENT YEAR LIMIT		77,891,729
OVER(UNDER) LIMIT		(46,034,579)

City of Lodi
 Appropriations Spending Limit
 Fiscal Year 2011-12

		Amount	Source
A.	Last Year's Limit	75,523,822	
B.	Adjustments Factors		
	1 Population %	1.0061	(Exhibit B)
	2 Inflation %	1.0251	(State Finance)
	Total Adjustment %	1.03135	(B1*B2)
C.	Annual Adjustment	2,367,907	(B*A)
D.	Other Adjustments	None	
E.	Total Adjustments	2,367,907	(C+D)
F.	This Year's Limit	77,891,729	(A+E)

City of Lodi
 Appropriations Spending Limit
 Growth Factors/Calculations

EXHIBIT B

GROWTH FACTORS:		%Increase	%Increase
Fiscal Year	Per Capita Income	City Population	County Population
87-88	3.47	5.72	3.33
88-89	4.66	4.96	3.32
89-90	5.19	2.52	2.20
90-91	4.21	2.26	2.23
91-92	4.14	1.19	2.64
92-93	-0.64	0.97	2.41
93-94	2.72	0.73	2.13
94-95	0.71	0.51	1.57
95-96	4.72	1.31	1.59
96-97	4.67	1.68	1.85
97-98	4.67	0.70	1.21
98-99	4.15	1.16	1.47
99-00	4.53	1.94	1.44
00-01	4.91	1.29	1.78
01-02	7.82	1.90	2.71
02-03	-1.27	2.14	3.07
03-04	2.31	1.69	2.86
04-05	3.28	0.75	2.54
05-06	5.26	0.96	2.65
06-07	3.96	0.30	2.00
07-08	4.42	0.90	1.73
08-09	4.29	0.68	1.59
09-10	0.62	0.42	1.07
10-11	-2.54	0.61	0.97
11-12	2.51	0.61	0.97

CALCULATIONS:

Fiscal Year	Calculation	Appropriation Spending Limit
87-88	$1.0347 \times 1.0572 = 1.0939$ $1.0939 \times \$22,654,787$	= \$24,782,072
88-89	$1.0466 \times 1.0496 = 1.0985$ $1.0985 \times \$24,782,072$	= \$27,223,106
89-90	$1.0519 \times 1.0252 = 1.0784$ $1.0784 \times \$27,223,106$	= \$29,357,398

90-91	1.0421 x 1.0226 = 1.0657 1.0657 x \$29,357,398	=	\$31,286,179
91-92	1.0414 x 1.0264 = 1.0689 1.0689 x \$31,286,179	=	\$33,441,797
92-93	.9936 x 1.0241 = 1.0175 1.0175 x 33,441,797	=	\$34,027,028
93-94	1.0272 x 1.0213 = 1.0491 1.0491 x 34,027,028	=	\$35,697,755
94-95	1.0071 x 1.0157 = 1.0229 1.0229 x 35,697,755	=	\$36,515,234
95-96	1.0472 x 1.0131 = 1.0609 1.0609 x 36,515,234	=	\$38,739,012
96-97	1.0467 x 1.0168 = 1.0643 1.0643 x 38,739,012	=	\$41,229,332
97-98	1.0467 x 1.0070 = 1.0540 1.0540 x 41,229,332	=	\$43,456,825
98-99	1.0415 x 1.0116 = 1.0536 1.0536 x 43,456,825		\$45,785,303
99-00	1.0453 x 1.0194 = 1.0656 1.0656 x 45,785,303		\$48,787,849
00-01	1.0491 x 1.0129 = 1.0626 1.0626 x 48,787,849		\$51,843,597
01-02	1.0782 x 1.0190 = 1.0987 1.0986858		\$56,959,824
02-03	.9873 x 1.0214 = 1.00843 1.00842822		\$57,439,894
03-04	1.0231 x 1.0169 = 1.0404 1.04039039		\$59,759,913
04-05	1.0328 x 1.0075 = 1.040546 1.040546		\$62,182,939
05-06	1.0526 x 1.0096 = 1.06270496 1.06270496		\$66,082,118
06-07	1.0396 x 1.0030 = 1.0427188 1.0427188		\$68,905,066
07-08	1.0442 x 1.0090 = 1.0535978 1.0535978		\$72,598,226
08-09	1.0429 x 1.0068 = 1.0499917 1.0499917		\$76,227,535
09-10	1.0062 x 1.0042 = 1.01042604 1.01042604		\$77,022,286
10-11	.9746 x 1.0061 = .98054506 0.98054506		\$75,523,822
11-12	1.0251 x 1.0061 = 1.03135311 1.03135311		\$77,891,729

11-12 Appropriations Subject to Limit:

\$31,857,150	=	40.90%
\$77,891,729		

APPROPRIATIONS SUBJECT TO LIMITATION

City of Lodi
Fiscal Year 2011-12

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	31,857,150	(Exhibit F)
B. EXCLUSIONS	0	(Exhibit D)
C. APPROPRIATIONS SUBJECT TO LIMITATION	31,857,150	(A-B)
D. CURRENT YEAR LIMIT	77,891,729	(Exhibit A)
E. OVER(UNDER) LIMIT	(46,034,579)	(C-D)

$$\frac{31,857,150}{77,891,729} = 40.90\%$$

EXCLUDED APPROPRIATIONS

City of Lodi
Fiscal Year 2011-12

CATEGORY		Amount
COURT ORDERS		
	Subtotal	None
FEDERAL MANDATES		
	Subtotal	None
QUALIFIED CAPITAL OUTLAYS		
	Subtotal	None
QUALIFIED DEBT SERVICE		
	Subtotal	None
TOTAL EXCLUDABLE		None

(Copy to Exhibit C & G)

City of Lodi
Schedule to Match User Fees to Costs
Fiscal Year 2011-12

EXHIBIT E

	User Fee Collections	Cost Associated With User Fees	Amount in Excess of User fees
Public Safety Fees	327,000	25,209,150	0
Parks and Rec/Cultural Fees	1,626,870	5,955,390	0
Community Development Fees	375,330	1,066,960	0
PW Engineering Fees	144,600	852,750	0
Library Fees	35,000	1,282,940	0
Total	<u>2,508,800</u>	<u>34,367,190</u>	<u>0</u>

Calculation - Proceeds of Taxes

City of Lodi
Fiscal Year 2011-12

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
TAXES:			
Property Taxes	8,161,300		8,161,300
Sales & Use Tax	8,856,240	290,290	9,146,530
Business License Tax	1,250,000		1,250,000
Franchise Tax	1,698,420		1,698,420
Transient Occupancy Tax	400,000		400,000
Real Property -Documentary Tax	114,000		114,000
In-Lieu Franchise Tax	6,976,670		6,976,670
FROM STATE			
Motor Vehicle In Lieu	4,363,950		4,363,950
State H-way Maintenance		11,400	11,400
Gas Tax		1,693,340	1,693,340
Cigarette tax			0
Transportation Development Act		1,548,300	1,548,300
TDA -Pedestrian/Bike Path		34,300	34,300
SB 300 Transportation Partnership		0	0
Measure K Funds		1,115,000	1,115,000
State Reimbursements-POST		25,000	25,000
Public Library grants		0	0
PERS Rebate		0	0
SB90 Reimbursements		50,000	50,000
Asset Seizure Funds/Auto Theft		0	0
Drug Suppression Grant		254,000	254,000
State special grants		16,370	16,370
Traffic Congestion Relief		0	0
State STIP reimbursement		0	0
LOCALLY RAISED			
Fines, Forfeitures, Penalties		1,307,000	1,307,000
Licenses and permits		631,200	631,200
Rent of City Property		830,830	830,830
Development Fees		1,604,600	1,604,600
USER FEES			
(from Exhibit E)	0	2,508,800	2,508,800
OTHER MISCELLANEOUS			
Sale of Property		3,500	3,500
Restitution-Damage to Property		720	720
Other revenue		941,660	941,660
Interfund Transfers			
		5,432,990	5,432,990
SUB-TOTAL (for Exhibit G)	31,820,580	18,299,300	50,119,880
INTEREST EARNINGS (from Exhibit G)			
	36,570	21,030	57,600
TOTAL REVENUE (use for Exhibit C)	31,857,150	18,320,330	50,177,480
RESERVE WITHDRAWALS (Including appropriated Fund Balance)			
			0
TOTAL OF THESE FUNDS			50,177,480
OTHER FUNDS NOT INCLUDED			
			146,765,190
GRAND TOTAL BUDGET			196,942,670

**Interest Earnings
Produced by Taxes**

City of Lodi
Fiscal Year 2011-12

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	31,820,580	^(Exhibit F)
B. MINUS EXCLUSIONS	0	(Exhibit D)
C. NET INVESTED TAXES	31,820,580	(A-B)
D. TOTAL NON-INTEREST BUDGET	50,119,880	^(Exhibit F)
E. TAX PROCEEDS AS PERCENT OF BUDGET	63.49%	(C/D)
F. INTEREST EARNINGS	57,600	
G. AMOUNT OF INTEREST EARNED FROM TAXES	36,570	(E*F)
H. AMOUNT OF INTEREST EARNED ON NON-TAXES	21,030	(F-G)
I. Take the result of steps #G & H Copy on to Exhibit F		

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
 ADOPTING THE CITY OF LODI FINANCIAL PLAN AND
 BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1,
 2011 AND ENDING JUNE 30, 2012, AND APPROVING
 THE 2011/12 APPROPRIATIONS SPENDING LIMIT

WHEREAS, the City Manager submitted the 2011/12 balanced Financial Plan and Budget to the City Council on May 19, 2011; and

WHEREAS, the 2011/12 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions, and policies; and

WHEREAS, the City Council conducted public budget meetings on May 3, May 10, May 17, May 24, and June 1, 2011, at the Carnegie Forum; and

WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2011/12; and

WHEREAS, the Appropriations Spending Limit and the annual adjustment factors selected to calculate the Limit are part of the Financial Plan and Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

1. That the 2011/12 Financial Plan and Budget, as proposed by the City Manager, be approved as follows:

	Budget
General Fund	
Police	\$15,961,380
Fire	\$9,247,770
Public Works	\$1,560,600
City Clerk	\$485,670
City Manager	\$405,840
City Attorney	\$454,570
Internal Services	\$3,503,270
Economic Development	\$568,350
Non-Departmental	\$9,067,890
Total General Fund	\$41,255,340
Other Funds	
Electric Utility	\$71,920,380
Water Utility	\$41,579,180
Wastewater Utility	\$20,276,400
Transit	\$5,813,190
Streets	\$4,241,290
Community Development	\$1,066,960

Parks, Rec & Cultural Services	\$5,955,390
Library	\$1,426,950
Transportation Development Act	\$50,000
Community Dev Block Grant	\$1,134,220
Public Safety Special Revenue	\$100,000
Capital Outlay	\$1,039,380
Equip & Vehicle Replacement	\$345,000
Debt Service	\$1,669,020
Benefits	\$7,210,210
Self Insurance	\$2,498,000
Trust and Agency	\$328,590
Fleet Services	\$1,896,400
Total Other Funds	\$168,550,560
Total	\$209,805,900

2. That the funds for the 2011/12 Financial Plan and Budget are appropriated as summarized in the document on file in the City Clerk's Office; and
3. That the Appropriations Spending Limit be increased by \$2,367,907 from the 2010/11 level of \$75,523,822 to the 2011/12 level of \$77,891,729.

Dated: June 1, 2011

=====

I hereby certify that Resolution No. 2011-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2011, by the following votes:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Ordinance No. 1845 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20, 'Electrical Service,' by Repealing and Re-Enacting Section 13.20.315, 'Schedule EDR-Economic Development Rates,' in Its Entirety"

MEETING DATE: June 1, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1845.

BACKGROUND INFORMATION: Ordinance No. 1845 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20, 'Electrical Service,' by Repealing and Re-Enacting Section 13.20.315, 'Schedule EDR-Economic Development Rates,' in Its Entirety," was introduced at the regular City Council meeting of May 18, 2011.

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

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1845

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 13.20, "ELECTRICAL SERVICE," BY REPEALING AND RE-ENACTING SECTION 13.20.315, "SCHEDULE EDR-ECONOMIC DEVELOPMENT RATES," IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.315, Schedule EDR-Economic Development Rates, is hereby repealed and re-enacted in its entirety to read as follows:

- A. New Business Rate Discount – NBR Discount, applicable to any new commercial or industrial customer that locates their operations/business that receives electric utility service from the City of Lodi, with the following stipulations: a customer assigned to the G1 electric utility rate shall receive a discount for twelve consecutive months of 15%; a customer assigned to the G2 electric utility rate shall receive a discount for twelve consecutive months of 10%, and for commercial customers assigned to the G3, G4, G5, or I1 electric utility rate shall receive a discount for twelve consecutive months of 5% for twelve consecutive months; and

This discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including but not limited to the California Energy Commission fee, Solar Surcharge, Public Benefits charge, State Energy Tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.

- B. New Jobs Rate Discount – NJR Discount, applicable to any commercial or industrial customer that adds a minimum of two (2) full-time positions, and retains those positions for at least twelve consecutive months, with the following stipulation: a 1% discount shall be applied for every full-time position added, capped at 15% total discount for a total of twelve consecutive months; and

This discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including but not limited to the California Energy Commission fee, Solar Surcharge, Public Benefits charge, State Energy Tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.

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

SECTION 6. The Rate Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2011, and said utility rate discounts shall expire on June 30, 2013.

Approved this 1st day of June, 2011

BOB JOHNSON
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1845 was introduced at a regular meeting of the City Council of the City of Lodi held May 18, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held June 1, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1845 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1846 Entitled, "An Ordinance of the Lodi City Council Amending the Official District Map of the City of Lodi and Thereby Rezoning the Parcel Located at 13333 North West Lane (APN 058-100-03) from AG-40 (County) to Planned Development 43 (PD-43)"

MEETING DATE: June 1, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1846.

BACKGROUND INFORMATION: Ordinance No. 1846 entitled, "An Ordinance of the Lodi City Council Amending the Official District Map of the City of Lodi and Thereby Rezoning the Parcel Located at 13333 North West Lane (APN 058-100-03) from AG-40 (County) to Planned Development 43 (PD-43)," was introduced at the regular City Council meeting of May 18, 2011.

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

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1846

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING THE
OFFICIAL DISTRICT MAP OF THE CITY OF LODI AND THEREBY
PREZONING THE PARCEL LOCATED AT 13333 NORTH WEST LANE
(APN 058-100-03) FROM AG-40 (COUNTY) TO PLANNED
DEVELOPMENT 43 (PD-43)

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. The Official District Map of the City of Lodi adopted by Title 17 of the Lodi Municipal Code is hereby amended as follows:

The parcel located at 13333 North West Lane (APN 058-100-03) is hereby prezoned as follows:

30.0 acres – 13333 (APN 058-100-03) from AG-40 (County) to Planned Development 43, as shown on the Vicinity Map, on file in the office of the City Clerk.

Section 2. The alterations, changes, and amendments of said Official District Map of the City of Lodi herein set forth have been approved by the City Planning Commission and by the City Council of this City after public hearings held in conformance with provisions of Title 17 of the Lodi Municipal Code and the laws of the State of California applicable thereto.

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

Approved this 1st day of June, 2011

BOB JOHNSON
Mayor

Attest:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1846 was introduced at a regular meeting of the City Council of the City of Lodi held May 18, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held June 1, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1846 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney