



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: June 1, 2016

Time: 7:00 p.m.

For information regarding this Agenda please contact:

**Jennifer M. Ferraiolo**

**City Clerk**

**Telephone: (209) 333-6702**

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

- C-1 Call to Order / Roll Call – N/A
- C-2 Announcement of Closed Session – N/A
- C-3 Adjourn to Closed Session – N/A

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

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

**A. Call to Order / Roll Call**

**B. Presentations**

B-1 Proclamation for 2016 National Dump the Pump Day (PW)

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

C-1 Receive Register of Claims in the Amount of \$2,809,652.10 (FIN)

C-2 Approve Minutes (CLK)

a) May 10 and May 17, 2016 (Shirtsleeve Sessions)

b) May 18, 2016 (Regular Meeting)

C-3 Report of Sale of Surplus Equipment (PW)

C-4 Approve Specifications and Authorize Advertisement for Bids for 2016-2018 Tree Maintenance Project (PW)

C-5 Approve Specifications and Authorize Advertisement for Bids for 2016 Cherokee Lane Accessibility Improvement Project (PW)

Res. C-6 Adopt Resolution Awarding Bid for Purchase of One Oil Handling Trailer, Model No. I0S2OX-2, from Intertech Filtration System, of Bixby, Oklahoma (\$70,802.64) (EU)

Res. C-7 Adopt Resolution Awarding Contract for Alley Improvement Project – Phase 5 to A. M. Stephens Construction Company, Inc., of Lodi (\$129,787) (PW)

C-8 Accept Improvements Under Contract for Animal Shelter Interior Improvements (PW)

C-9 Accept Improvements Under Contract for 2016 Pavement Crack Sealing (PW)

C-10 Accept Improvements Under Contract for Shady Acres Pump Station Trash Handling Project (PW)

Res. C-11 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Hutchins Street Square Roof Repair Project Phase 2 (\$1,738) (PW)

- Res. C-12 Adopt Resolution Authorizing City Manager to Execute Amendment No. 4 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for Groundwater Sampling, Reporting, and On-Call Out-of-Scope Services and Appropriating Funds (\$20,495) (PW)
- Res. C-13 Adopt Resolution Awarding Three-Year Professional Services Agreement for Electronic Content Management System, Software Support, and Implementation Services Using Laserfiche Software to Complete Paperless Solutions, of Anaheim (\$30,114 / Annual Maintenance of \$4,560), Authorizing the City Clerk to Execute Two One-Year Extensions, and Appropriating Funds (\$30,114) (CLK)
- Res. C-14 Adopt Resolution Approving Activity Guide Printing Agreement with Casey Printing, Inc., of King City, for Fiscal Year 2016/17 (\$21,700.89) and Authorizing Staff to Execute Two One-Year Extensions (PRCS)
- Res. C-15 Adopt Resolution Authorizing City Manager to Accept Grant Administered by the Department of Alcoholic Beverage Control (\$42,186) (PD)
- Res. C-16 Adopt Resolution Approving Encroachment Permit Application from Just Dawgs, LLC, to Operate Hot Dog Cart in the Post Office Plaza Located at the Southeast Corner of School Street and Oak Street (PW)
- Res. C-17 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a Multi-Way Stop Control at Pleasant Avenue and Walnut Street and No-Parking Zones on Lodi Avenue Between Lower Sacramento Road and the Westerly City Limits (PW)
- C-18 Set Public Hearing for June 15, 2016, to Consider Adopting Resolution Approving Amendment No. 3 of the 2015/16 Community Development Block Grant Annual Action Plan (CD)
- C-19 Set Public Hearing for June 15, 2016 to Consider 1) Introducing Ordinance Repealing and Re-Enacting Lodi Municipal Code Chapter 17.34 – Signs – in Its Entirety; 2) Introducing Ordinance Repealing Lodi Municipal Code Chapter 9.19 – Political Sign Regulations – in Its Entirety; and 3) Introducing Ordinance Repealing and Re-Enacting Lodi Municipal Code Section 10.44.040, "Parking for Certain Purposes Prohibited – Display of 'For Sale' Signs on Vehicles, Vessels or Trailers – Restrictions," in Its Entirety (CA)

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

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

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

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

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

**G. Public Hearings**

- G-1 Continue Public Hearing to June 15, 2016, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)
- Res. G-2 Public Hearing to Consider Adopting Resolution Adopting 2015 Urban Water Management Plan Update (PW)

**H. Communications – None**

**I. Regular Calendar**

- Res. I-1 Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017 and Approving the Fiscal Year 2016/17 Appropriation Spending Limit (CM)

**J. Ordinances**

- Ord. J-1 Ordinance No. 1920 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.40 – Permit Approval or Disapproval – by Repealing and Re-Enacting Section 17.40.020 (B) Applicability Table 4-2 for Site Plan and Architectural Approval " (CLK)  
(Adopt)
- Ord. J-2 Ordinance No. 1921 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 1.08 – General Penalty – by Repealing and Re-Enacting Section 1.08.010 (A), 'General Penalty'" (CLK)  
(Adopt)

**K. Adjournment**

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

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Jennifer M. Ferraiolo  
City Clerk

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

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



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Presentation of Proclamation Proclaiming June 16, 2016, as “2016 National Dump the Pump Day” in Lodi

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Presentation of proclamation proclaiming June 16, 2016, as “2016 National Dump the Pump Day” in Lodi.

**BACKGROUND INFORMATION:** The eleventh annual National Dump the Pump Day is a day encouraging people to ride public transportation to save money, protect the environment, reduce our dependence on foreign oil, and improve the quality of life for all Americans. This is the seventh year the City’s Transit Division has participated in the Dump the Pump Day campaign. On Thursday, June 16, 2016, the City of Lodi Transit Division is offering free rides on all fixed routes, and holding a raffle for passengers and community members to win fixed route bus passes that are good for 10 rides each.

The National Dump the Pump Day campaign provided the following statistics:

- People who ride public transportation can save, on average, more than \$10,000 per year, considering today’s gas prices, the cost of owning a car, and the average unreserved parking rate.
- U.S. public transportation use reduces the country’s annual carbon footprint by 37 million metric tons – the equivalent of 4.9 million households using electricity in a year.
- U.S. public transportation use saves 4.2 billion gallons of gasoline per year – the equivalent of 900,000 cars filling up every day.
- Public transportation provides personal mobility and freedom for people from every walk of life.

A representative from the City of Lodi Transit Division and MV Transportation, Inc. will be present to accept the proclamation.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Julia Tyack, Transportation Planner  
CES/JT/tdb

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through May 12, 2016 in the total amount of \$2,809,652.10

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Internal Services Director

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$2,809,652.10

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$2,809,652.10 through 5/12/16. Also attached is Payroll in the amount of \$1,299,827.86

**FISCAL IMPACT:** Not applicable.

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

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Jordan Ayers  
Internal Services Director

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Attachments

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

# Council Report

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

### 4/29/2016 through 5/12/2016

Fund			Amount
100 - General Fund			1,592,493.18
120 - Library Fund			11,628.93
140 - Expendable Trust			60,410.73
200 - Parks Rec & Cultural Services			66,382.89
205 - Boating & Waterways Grant			147,810.10
270 - Comm Dev Special Rev Fund			19,322.21
301 - Gas Tax-2105 2106 2107			45,603.67
303 - Measure K Funds			1,335.21
307 - Federal - Streets			30,524.26
350 - H U D			6,839.32
403 - Vehicle Replacement Fund - PD			15,370.34
431 - Capital Outlay/General Fund			33,481.34
432 - Parks & Rec Capital			1,333.28
500 - Electric Utility Fund			148,958.85
501 - Utility Outlay Reserve Fund			155,058.20
504 - Public Benefits Fund			41,528.70
530 - Waste Water Utility Fund			47,229.43
531 - Waste Wtr Util-Capital Outlay			733.00
560 - Water Utility Fund			68,930.42
561 - Water Utility-Capital Outlay			179,849.55
565 - PCE/TCE Rate Abatement Fund			966.00
590 - Central Plume			1,333.36
593 - Northern Plume			30,172.40
600 - Dial-a-Ride/Transportation			7,110.97
650 - Internal Service/Equip Maint			44,594.33
655 - Employee Benefits			30,431.62
665 - Worker's Comp Insurance			20,219.81
<b>Total</b>			<b>2,809,652.10</b>

Council Report: Payroll  
City of Lodi, CA - v10.5 Live  
Pay Period 5/8/2016

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	734,886.73
120	Library Fund	21,186.98
200	Parks Rec & Cultural Services	126,762.16
214	LPD-OTS Grants	2,811.20
219	LPD-ABC Grant	1,476.84
270	Comm Dev Special Rev Fund	30,422.45
301	Gas Tax-2105 2106 2107	29,042.74
500	Electric Utility Fund	175,093.35
530	Waste Water Utility Fund	126,513.55
560	Water Utility Fund	21,973.65
600	Dial-a-Ride/Transportation	8,732.34
650	Internal Service/Equip Maint	18,470.16
655	Employee Benefits	2,455.71
<b>Report Total</b>		<b>1,299,827.86</b>



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) May 10, 2016 (Shirtsleeve Session)  
b) May 17, 2016 (Shirtsleeve Session)  
c) May 18, 2016 (Regular Meeting)

**MEETING DATE:** June 1, 2016

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) May 10, 2016 (Shirtsleeve Session)  
b) May 17, 2016 (Shirtsleeve Session)  
c) May 18, 2016 (Regular Meeting)

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

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer M. Ferraiolo  
City Clerk

Attachments

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

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 10, 2016**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 10, 2016, commencing at 7:00 a.m.

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

Absent: Council Member Mounce

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

NOTE: Mayor Pro Tempore Kuehne left the meeting at 8:04 a.m.

B. Topic(s)

NOTE: The following items were discussed out of order.

B-2 Receive Presentation Regarding Fiscal Year 2016/17 Budget (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the Fiscal Year 2016/17 budget. Specific topics of discussion included overview, Electric Utility (EU) overview, EU revenues, EU expenses, EU recommended positions, EU capital projects, EU reserves, water utility overview, water utility revenue, water utility expenses, water utility capital projects, water utility reserves, wastewater utility overview, wastewater utility revenue, wastewater utility expenses, wastewater capital projects, and wastewater utility reserves. Mr. Ayers provided an overview of the proposed budget schedule, stating that staff anticipates budget adoption to occur at the June 1, 2016, City Council meeting.

In response to Council Member Johnson, Mr. Ayers stated that the 2008 debt has a ten-year call issue, therefore the earliest time to potentially refinance the debt is 2018 if the market is favorable; however, staff could look into whether it is possible to do an advanced or partial refinancing in 2017.

In response to Council Member Nakanishi, Mr. Ayers stated that the total debt amount is \$65.9 million, adding that staff publishes the debt profile on the City's website, which includes a schedule of the original debt amount, the purpose, the outstanding debt at July 1 of each fiscal year, and the total principal payments. Council Member Nakanishi questioned what the City's highest debt was, to which Mr. Ayers responded that he would provide that information.

In response to Mayor Pro Tempore Kuehne regarding the Meter Data Management System, Electric Utility Director Elizabeth Kirkley stated that the current metering system only provides metering for billing and has no capability to make the data useful to staff.

Council Member Johnson questioned the status of the Lakeshore Drive area that was previously experiencing a rash of damaged connectors, to which Electric Utility Superintendent Charles Berry stated that there is an active program in place to target those areas experiencing failed connectors and cables; however, he did not have a specific number on how many have been replaced. In response to Council Member Johnson, Mr. Berry stated he would provide a percentage of how much has been accomplished and a list of areas still experiencing deficiencies or similar issues.

In response to Mayor Pro Tempore Kuehne, City Manager Schwabauer confirmed that the \$150,000 expense related to the 230 kV Interconnection Project is only for this year, adding this

will be a \$20 million project that will ultimately pay for itself in reduced transmission access charges.

In response to Council Member Nakanishi, Mr. Schwabauer stated that Lodi is not in a similarly poor situation as Stockton with regard to water rates because Lodi recently completed a rate model, which took conservation into account.

In response to Council Member Nakanishi, Mr. Schwabauer stated that the PCE/TCE project is a 30-year program. In further response, Mr. Ayers stated that the granular activated carbon replacements will be roughly \$300,000 per year; however, the commodity price may vary year to year.

In response to Mayor Pro Tempore Kuehne, Mr. Schwabauer stated there are reserved funds for PCE/TCE: one is the settlement fund, and the other comes from the rate dollars that were sequestered to cover the clean-up costs. PCE/TCE projects come out of the water utility; specifically from the sequestered funds set aside in the utility.

Council Member Nakanishi questioned why there is an increase in wastewater service charges but a decrease in water, stating those two funds should have a correlation. Mr. Ayers stated the discrepancy relates to those on metered rates versus a flat rate. For those on the metered rate, the wastewater rate is based upon water usage in the winter months, but those on a flat rate are based on a cost of living adjustment, i.e. the revenue on the metered side is variable. In response, Public Works Director Charlie Swimley stated that all residents will be on a water meter by 2018.

In response to Mayor Chandler regarding recycled water storage, Mr. Schwabauer stated that Lodi discharges water because it cannot be used on site. The water is stored on the west end of White Slough in ponds, and the hope is it will provide a saline curtain and put pressure on the groundwater to prevent water from the bay from intruding into Lodi.

In response to Council Member Nakanishi, Mr. Schwabauer stated that many of the new subdivisions, including Rosegate, were constructed with purple pipe, which could utilize recycled water for irrigation purposes. Staff is still evaluating use of recycled water versus untreated river water supply.

Council Member Johnson stated it may be necessary to rethink the grant regarding the barrier for salinity because in reality the water still comes through on the other sides of the White Slough Water Pollution Control Facility. Perhaps a better use of funds is to bring recycled water to Lodi for irrigation.

In response to Mayor Johnson, Mr. Swimley stated the new digesters at White Slough are working well.

#### B-1 Third Quarter Fiscal Year 2015/16 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

Utilities Manager Lance Roberts provided a PowerPoint presentation regarding the water and wastewater utilities Fiscal Year 2015/16 quarterly update. Specific topics of discussion included Wastewater Fund cash flow summary, wastewater operating results, wastewater fund cash balances, water fund cash flow summary, water operating results, water funds cash balances, bad debt write off, and water/wastewater utility activities.

In response to Mayor Pro Tempore Kuehne, Mr. Roberts explained that the category "work for others" includes one-time payments to Electric Utility for field services and meter reading; however, no funds have been expended to date from that account. City Manager Schwabauer stated those funds typically come out of that account at the end of the year.

In response to an earlier question by Council Member Nakanishi regarding the balance of the PCE/TCE accounts, Mr. Ayers stated the current total for the two accounts (i.e. the settlement funds and the rate fund set aside to pay for remediation) equals \$14.7 million.

Council Member Johnson suggested that staff provide detail along with the Council-requested graph depicting how many days cash there is on hand. The graph, without an explanation, does not make it clear to the public that there is a reason why there is a significant amount of cash on hand, and he felt it was critical to give that explanation, especially if the City is going to ask the public to support a sales tax measure. Mr. Schwabauer agreed, stating staff contemplated adding details, but decided not to for the first time in presenting the graph as Council requested. He explained that the City has a "pay-as-you-go" capital improvement program and sets aside cash every year to rehabilitate the water and wastewater system versus borrowing the money. Council Member Johnson stated it would be beneficial for the public to know the City has a well-planned program going forward.

In response to Council Member Nakanishi, Mr. Schwabauer stated that PCE/TCE includes the annual operating expenses, but does not include future capital projects. As the PCE/TCE program continues, the City will need to add capital improvements projects, and he gave the example of the new treatment program at Needham School that was completed this year. In further response, Mr. Schwabauer stated that the current engineer's estimate is a 30-year cost of \$17 million. The account is slightly below that figure, but staff believes that, because of the 30-year cycle and the time value of money, the program is fully funded.

In response to Mayor Pro Tempore Kuehne, Mr. Roberts stated that City leaks typically occur at the main line and staff routinely responds to private lines to ensure it is not a City leak. He confirmed that ten City leaks is not unusual or significant.

Rates and Resources Manager Melissa Price provided a PowerPoint presentation regarding the Electric Utility Department Fiscal Year 2015/16 quarterly update. Specific topics of discussion included Electric Utility Fund cash flow summary, Electric Utility Reserve Policy, Electric Utility funds cash balances, power sales, ECA revenue, Electric Utility fund operating results, power supply costs, bad debt write off, and load coverage.

In response to Mayor Pro Tempore Kuehne, Ms. Price explained the concept behind load coverage, stating that it is not advantageous to make forward power purchases too far in advance without knowing the market conditions.

Electric Utility Director Elizabeth Kirkley presented the PowerPoint slide on Electric Utility activities.

In response to Council Member Johnson, Mr. Schwabauer stated that the City has been working with Cepheid to accommodate its growth at the former Blue Shield site and the organization appears to be satisfied with the program staff created to assist them. With regard to Bond Manufacturing, its representatives have not requested assistance to date, but staff is ready to assist when they are ready.

In response to Council Member Nakanishi, Mr. Schwabauer stated that the City purchases power from Lodi Electric Utility at the same rate as any other entity to power White Slough. Ms. Kirkley confirmed that White Slough falls under the Industrial rate schedule.

C. Comments by Public on Non-Agenda Items

Myrna Wetzel stated she was pleased to see the senior housing project commence on Tienda Drive, adding that it has taken many years to get to this point.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:07 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 17, 2016**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 17, 2016, commencing at 7:01 a.m.

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

Absent: None

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

NOTE: Deputy City Attorney Fukasawa arrived at 7:41 a.m.

B. Topic(s)

B-1 Receive Information from Staff on Potential Uses for Potential Sales Tax Measure Revenue (CM)

City Manager Schwabauer provided a presentation regarding the possible uses for potential sales tax measure revenue. Specific topics of discussion included potential sales tax measure recap; Police Department options; Scenarios A and B; Fire Department spending plan; Parks expenditure plan; description of projects, timeline, and costs for Lodi Lake Park, playgrounds, restrooms, aquatics, and sports fields; Parks 1/8 cent sales tax, 15-year spending plan; and next steps.

Mike Lusk questioned why the proposed sales tax measure did not include an element to address the California Public Employees Retirement System (Cal-PERS) debt and whether the proposals would increase staffing in order to accommodate oversight of the projects or if the current staffing level was adequate. Further, Mr. Lusk stated that he believed a 1/4 cent sales tax increase for public safety is inadequate; it should be 1/2 percent instead. He questioned if the issues would be put forward as separate measures or combined.

Mr. Schwabauer responded that his understanding from Council was that this measure would be pursued as separate issues; not combined. With regard to Cal-PERS, the only element of the spending plan that has a cost associated for additional employees and Cal-PERS implications is the Police Department for a police officer, while the Parks and Fire spending plans are based on the assumption that existing staff will accomplish the goals. Mr. Schwabauer stated the spending plan assumes that the Fire engine will be fully staffed with overtime hours, explaining that it would cost \$1.4 million to staff the engine with overtime hours and \$1.5 million with new firefighter positions.

In response to Council Member Mounce, Mr. Schwabauer explained that his \$1.4 million estimate for overtime hours to staff the engine is the current expense of \$650,000 to run the engine and the additional \$798,000 necessary to return the engine to full service.

Pat Patrick, President & CEO of the Lodi District Chamber of Commerce, reported that the Chamber posed a question to its members on what they think about the proposed sales tax measure for Parks and public safety. From the 30 responses, the reply from half was that this is another hit on businesses, especially on the heels of the increase to the minimum wage, pending legislation on workers compensation, higher taxes in general, and other regulations that are harmful to local businesses. Many responders felt the City could move funds from one

department to another and consider other options before growing the tax base, while others were sympathetic to the erosion at Lodi Lake but questioned if new regulations on jet skis and boats would be enacted to prevent further erosion that will cost residents more down the line. With regard to public safety, many of the responders expressed concern about the high cost of pensions, stating they felt the Police Department has funding from the last budget because it could not hire or retain officers. Mr. Patrick stated that a confused mind will likely vote no on such an issue, adding there are too many questions and unknowns regarding this endeavor.

Larry Long, Chair of the Recreation Commission, stressed that the Parks spending plan addresses maintenance on facilities, structures, and sites that should have been corrected a long time ago. He stated the Commission voted unanimously to support a 1/8 cent sales tax, which equates to roughly \$3 per household. Overall, he is against sales tax increases; however, it is imperative that maintenance in Parks be addressed, and he urged Council's support for the proposal.

Greg Goehring stated he did not believe Lodi has a revenue problem; instead, the problem is with public pensions, which are rising every year. Without the pension problem, there would be money available for other things. He believed raising sales tax is the wrong direction for Lodi and pointed out that citizens are not asking Council to put this on the ballot. Mr. Goehring stated that he read an article in which Governor Brown called for restraint on spending because State revenues are not as anticipated and Lodi should heed that warning. He believed Council Members were elected on a platform of fiscal restraint, not on raising taxes, and the City should look at other solutions, such as eliminating some parks or privatization, before increasing the sales tax.

Council Member Mounce agreed that raising taxes is a last resort; however, she believed it was ultimately the citizens' decision to raise taxes and define the type of community they want. She stated the City cannot meet its Cal-PERS obligation and still put more police officers on the streets, staff the fire engine and train firefighters, and improve the parks system. If the Cal-PERS obligation did not exist, the City could fund this wish list. She stated that she routinely lobbies the Governor, legislators, and Cal-PERS to help them understand that the pension system is not sustainable and will likely bankrupt cities across the state. Council Member Mounce pointed out that Lodi Lake is deteriorating and the money that was set aside from the sale of the land for the water plant was utilized for an emergency. She stated she would only support a measure that is a special tax with an oversight committee made up of professionals and outside accountants to ensure the money is managed properly and a sunset of no more than 15 years. In addition, she preferred to package the measure together and fairly distribute the money between Police and Fire with the remainder going to Parks. Council Member Mounce stated that adding sworn officers adds to the pension costs and will only be paid for during the life of the measure, after which the officers are no longer covered. The citizens will have to speak for what they want, and she believes this will be an uphill battle.

In response to Mr. Schwabauer, Council Member Mounce clarified that she is concerned about the higher spending plan for the Police Department that will add officers with benefits packages while the Fire Department is only getting \$798,000. She suggested a fair split between the two, even if it means fewer officers for the Police Department, and further clarified that this be one measure, not two.

Council Member Nakanishi expressed his opposition to the proposed measure, stating he believed it was not fiscally sound. He stated the City is in a positive situation at the moment, but the future may bring another recession, and that may be the more appropriate time to present a measure.

Mayor Pro Tempore Kuehne agreed this is a tough decision, stating a significant amount of excess has already been trimmed from the budget after the last recession and the Cal-PERS problem is a serious issue for the City, as well as the state as a whole. Lodi Lake and Hutchins Street Square are jewels of this community, and many of the amenities set Lodi apart from other communities; however, if they are not maintained, those assets will continue to deteriorate and cost more money down the line to repair. Mayor Pro Tempore Kuehne also believed this measure should be packaged together as a special tax with an oversight committee to ensure that citizens

know exactly what they are voting for on the ballot. He stated he would go along with a 15-year measure, but he was more amenable to 10 years. With regard to the two scenarios on the Police spending plan, he stated he prefers Option A because it does not result in a negative bottom line. Mayor Pro Tempore Kuehne stated that the voters should decide if they want to keep Lodi safe.

Council Member Mounce stated that she would support a 10-year sunset on the measure.

Council Member Johnson stated that he supports putting the tax initiative on the ballot at either a 10- or 15-year sunset and expressed disappointment in Council Member Nakanishi for not allowing the voters to make up their minds. The Parks, Recreation, and Cultural Services Department prepared a Strategic Plan and performed outreach and surveys that seem to demonstrate a level of support, and the public should be given the opportunity to vote on the matter. The revenue from the tax, as laid out in the spending plans, will return the fire engine to full service at a relatively reasonable cost and put additional officers on patrol. He agreed it is expensive to accomplish this, but there is no other alternative. Council Member Johnson appreciated the Police Department's reconsideration of its initial proposal to ensure there will be more officers on the street instead of lieutenants and stressed the need to have fully-trained and qualified firefighters in the Fire Department. He stated that all three measures need to move forward, whether it is for 10 or 15 years or as a special or general tax.

Mayor Chandler stated he agrees that the voters should decide, stating he was less concerned about whether it was a special or general tax. He was, however, in support of separating the two measures, i.e. one for Parks and the other for public safety, so individuals can support their pet projects, making it more likely that one or the other will pass. Lodi Lake and the City's parks system is suffering from deferred maintenance; this will give the public the opportunity to decide if they want to protect these assets.

With regard to Cal-PERS, Mr. Schwabauer agreed that it is putting a significant strain on the City's general fund. In 2000, the City was paying zero for Cal-PERS and now the obligation continues to increase by significant amounts each year, increasing by as much as \$13 million in the year 2020/21 if the Cal-PERS actuary is correct. This equates to a significant amount of money that could have been applied to the parks system and public safety. It is possible to leave the Cal-PERS system, but that would only eliminate the Cal-PERS liability going forward, not backwards, and the City would be required to pay off 100 percent of the unfunded liability without the discounted rate. He explained that Stockton borrowed \$100 million to detach from Cal-PERS and is now upside down, due to Cal-PERS losses, and is now paying more than its earning on the discounted rate of Cal-PERS. Mr. Schwabauer stated options to reduce costs to accommodate the expenses in Parks and public safety could be researched, but these departments represent a significant portion of the City's budget and it would take reducing or eliminating much of everything else to come up with \$3 million a year in PRCS and Fire and pay the Cal-PERS liability. Another option is to reduce salaries, which City employees did once before, and, given what they gave back at that time, he believed it would be a difficult task to ask employees to do so again. He pointed out that employees may be asked in the future to help address the growing Cal-PERS obligation and asking them twice would be another hit. Mr. Schwabauer further mentioned that the Lodi Unified School District indicated it may have a bond measure in 2016, instead of 2018 as originally intended. The School District was also asked to invest greater in the Grape Bowl, which is why there is a low level of expenses in the spending plan for this facility.

In response to Mayor Chandler, Mr. Schwabauer stated he did not feel confident that the District was ready to move forward for the 2016 ballot.

Council Member Mounce stated that two ballot measures, one for property tax and the other for sales tax, on the same ballot would likely cause neither of them to be successful. Mr. Schwabauer agreed, stating he recommends Council continue to move forward and the item can be pulled at a later date if the School District decides to move forward in this election cycle.

In response to Mayor Chandler, Mr. Schwabauer stated this item will return to Council at its

Regular meeting of June 15 as an ordinance and staff will incorporate the suggestions brought forward by Council.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:55 a.m.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 18, 2016**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 18, 2016, was called to order by Mayor Chandler at 6:47 p.m.

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

Absent: Mayor Pro Tempore Kuehne

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

C-2 Announcement of Closed Session

- a) Threatened Litigation: Government Code §54956.9(b); One Application; Potential Suit by Rodney Olsen against City of Lodi; WCAB Claim No. CLMN-547486; (DOI: 8/21/2012) (CM)

C-3 Adjourn to Closed Session

At 6:47 p.m., Mayor Chandler 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 7:01 p.m., Mayor Chandler reconvened the City Council meeting, and Deputy City Attorney Fukasawa disclosed the following action.

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

A. Call to Order / Roll Call

The Regular City Council meeting of May 18, 2016, was called to order by Mayor Chandler at 7:01 p.m.

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

Absent: Mayor Pro Tempore Kuehne

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

B. Presentations

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

Commissioners Sanjay Shukla and Hope Lorentzen provided the quarterly update from the Greater Lodi Area Youth Commission. The Committee established a school supply backpack drive with donation bins at local businesses to collect supplies and backpacks for youth who cannot afford them and is in the planning stages for an end of summer Beach Bash at Lodi Lake in August.

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

Council Member Mounce made a motion, second by Mayor Chandler, 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 Johnson, Council Member Mounce, Council Member Nakanishi, and Mayor Chandler

Noes: None

Absent: Mayor Pro Tempore Kuehne

C-1 Receive Register of Claims in the Amount of \$4,104,147.04 (FIN)

Claims were approved in the amount of \$4,104,147.04.

C-2 Approve Minutes (CLK)

The minutes of April 20, 2016 (Regular Meeting), April 26, 2016 (Shirtsleeve Session), May 3, 2016 (Shirtsleeve Session), and May 4, 2016 (Regular Meeting) were approved as written.

C-3 Accept Quarterly Report of Purchases between \$10,000 and \$20,000 (CM)

Accepted the Quarterly Report of Purchases between \$10,000 and \$20,000.

C-4 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

Accepted the Quarterly Investment Report as required by the City of Lodi Investment Policy.

C-5 Adopt Resolution Authorizing City Manager to Purchase Law Enforcement Carbine Rifles through Adamson Police Products (\$54,240.44) and Trijicon Optics (\$31,347) and Appropriating Funds (\$85,587.44) (PD)

Adopted Resolution No. 2016-76 authorizing the City Manager to purchase law enforcement Carbine rifles through Adamson Police Products in the amount of \$54,240.44 and Trijicon Optics in the amount of \$31,347 and appropriating funds in the amount of \$85,587.44.

C-6 Adopt Resolution Awarding Bids for Purchase of Electric Utility Wire and Cable from AWG, of Miami, Florida (\$51,358.86) and Pacific Utilities, of Concord (\$17,658) (EU)

Adopted Resolution No. 2016-77 awarding bids for purchase of Electric Utility wire and cable from AWG, of Miami, Florida, in the amount of \$51,358.86 and Pacific Utilities, of Concord, in the amount of \$17,658.

C-7 Accept Donation from Michael-David Family Foundation for Summer Recreation Program (PRCS)

Accepted a donation from Michael-David Family Foundation for the Summer Recreation Program.

C-8 Adopt Resolution Authorizing City Manager to Execute Agreement with Vigilant Solutions for LEARN Software, Purchase Automated License Plate Readers, and Authorize Future Purchases (\$22,490) (PD)

Adopted Resolution No. 2016-78 authorizing the City Manager to execute an agreement with Vigilant Solutions for LEARN software, purchase automated license plate readers, and authorizing future purchases, in the amount of \$22,490.

C-9 Adopt Resolution Approving Agreement Between City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for the Summer Swim League Program (PRCS)

Adopted Resolution No. 2016-79 approving an agreement between City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for the Summer Swim League Program.

C-10 Adopt Resolution Approving Activity Guide Printing Agreement with Casey Printing, Inc., of King City, for Fiscal Year 2016/17 (\$21,700.89) and Authorize Staff to Execute Two One-Year Extensions (PRCS)

This item was originally pulled from the Consent Calendar, to be brought back later, in order to allow staff the opportunity to meet with a local business owner who asked for the opportunity to bid on this project; however, Council Member Johnson had concerns regarding the matter.

Council Member Johnson stated Council received a letter from a downtown business owner who was disappointed that she was not given the opportunity to bid on this project and he expressed concern that it may be unfair to the other bidders who followed the process and already submitted bids. While he does not disagree with the business owner, he questioned what the protocol was in the bidding process. City Manager Schwabauer explained that, if this is a product the local business owner can produce, the project would go out to bid again. He further explained this is a re-bid situation that extends for a three- to five-year period and, if the local vendor is capable of producing this product, it would be prudent to bid the project again with a broader search. Council Member Johnson expressed concern that the previous bidders' figures have been made public and are now known to competing vendors. He stated that, in the future, qualified businesses in the community be informed of the opportunity to bid and be included in the process, adding that this local business was unaware of the project.

Council Member Mounce stated her understanding was this project was an extension of a contract that was in place for a period of time and that no bids were advertised. She stated that she believed those in the community should have an opportunity to bid on a project if they are able to provide the service and be notified of the bid opportunity.

This item will return to Council on a future agenda.

C-11 Adopt Resolution Authorizing City Manager to Execute Advisory Services Attachment to Single Member Services Agreement with Northern California Power Agency and Authorizing City Attorney to Execute Conflicts Waiver with Meyers Nave for Astoria 2 Solar Project (EU)

This item was removed from the Consent Calendar at the request of Council Member Nakanishi for discussion purposes.

In response to Council Member Nakanishi, Rates & Resources Manager Melissa Price stated that in 2014 the City entered into a power purchase agreement for 10 megawatts for this project. With the exception of rooftop solar, Lodi does not have solar energy resources and this will be the first large solar project added to Lodi's power portfolio, representing about 7 percent of the load. Legislation requires utilities to reach 33 percent of power from renewable resources by the year 2020 and 50 percent by 2030. Existing resources carry Lodi only as far as 2018; the Astoria project will get Lodi to 30 percent by 2020; and there will be additional projects brought forward to Council to extend that coverage. In further response, Ms. Price stated the Astoria project initiated with the Southern California power agencies, known as SCPPA, at a competitive price, which was of great interest to Lodi; however, no other NCPA member was interested in joining at the time.

In response to Council Member Mounce, Ms. Price stated the regulations pertain to Senate Bill 350, which requires 33 percent of power come from renewable resources by 2020 and

50 percent by 2030 and includes interim thresholds along the way. There are soft targets that have to be met every three to four years, and she stated 2016 is the end of one of those compliance periods. Council Member Mounce stated that a majority of state mandates cost cities money, which cause rates to increase, and the public does not always realize that municipalities have no control over the state's regulations.

Council Member Nakanishi made a motion, second by Council Member Mounce, to adopt Resolution No. 2016-80 authorizing the City Manager to execute Advisory Services Attachment to Single Member Services Agreement with Northern California Power Agency and authorizing the City Attorney to execute Conflicts Waiver with Meyers Nave for Astoria 2 Solar Project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, and Mayor Chandler

Noes: None

Absent: Mayor Pro Tempore Kuehne

C-12 Receive Report Regarding Communication Pertaining to Senate Bill 1069 (Wieckowski) - Accessory Dwelling Units (CLK)

Received a report regarding communication pertaining to Senate Bill 1069 (Wieckowski) - Accessory Dwelling Units.

D. Comments by the Public on Non-Agenda Items

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

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

Diego Olagary, on behalf of US Lodi and cyclists of Lodi, thanked the Council for once again bringing the Amgen tour to Lodi and for continuing to support tourism and cycling in Lodi, which also helps to promote the wine industry. He stated that he hopes there is more to come in the future for cycling.

Representatives of the Community Partnership for Families youth group, The Breakers, provided an update on its past and scheduled events. Theresa Juarez reported that the Handball Tournament at Twin Arbors was a huge success and received media coverage in the local newspaper. Jose Gomez invited Council to attend its Art in the Park event at Lodi Lake on May 25, 2016, at 3 p.m., at which the first community art piece will be presented. Maribel Mendoza invited Council to participate in the first Peace Walk on June 5, 2016, at Blakely Park. The Breakers presented the City with a canvass painting as a representation of the activity at Lodi Lake.

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

Mayor Chandler reported on his many activities of the week: 1) He, along with the Rotary Club and Chamber of Commerce, recognized K-6 students at Needham School for perfect attendance. Students were rewarded with pins and a pizza lunch; 2) He attended the "Take Back the City" event in the K-Mart parking lot and stated he was pleased to see communities pulling together to make this a safer city; 3) This morning, he participated in the walk/bike to school event at Larson School with K-6 students; 4) He responded to a mid-day request from news channels 3 and 40 to provide an interview regarding the Amgen tour; 5) Tomorrow is the Amgen tour, and he thanked the volunteers, committee, City staff and departments, and community for all of their assistance and support; 6) This afternoon, he participated in the grand opening and ribbon cutting for

Jamba Juice, which is the only Jamba Juice in California with a drive-thru window. He believed the business will be a great community partner, adding that 20 percent of its proceeds today went to the Parents-Teachers Association and it plans to support the local Boys and Girls Club; and 7) He will be touring the General Mills facility with representatives from the wine industry who may be interested in utilizing some of the space at the site.

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

None.

G. Public Hearings

G-1 Public Hearing to Introduce Ordinance to Modify the Zoning Code to Require Design Review for Multi-Family Structures in the Medium Density Residential and High Density Residential Zoning Designations (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 Chandler called for the public hearing to introduce an ordinance to modify the Zoning Code to require design review for multi-family structures in the Medium Density Residential and High Density Residential zoning designations.

City Planner Craig Hoffman provided a presentation regarding modification of the Zoning Code to require design review for multi-family structures in the Medium Density and High Density Residential zoning designations. Specific topics of discussion included code adoption in 2013; the need for revision to include design review for multi-family units; previous code that requires all new structures to be reviewed by staff, the Site Plan and Architectural Review Committee (SPARC), Planning Commission, or Council; oversight in the previous code amendment; and concurrence by the Planning Commission.

Council Member Mounce appreciated staff bringing this issue forward because many of the lots in question are on the east side. This code revision would take existing neighborhoods into consideration when building a new structure.

Council Member Nakanishi asked for clarification on this issue, and Mr. Hoffman explained that the previous development code required all structures to receive some level of review; for example, design and architectural review would go before SPARC and entitlements would go before the Planning Commission. Through oversight, the new code had a gap, in which a multi-family structure constructed on an existing property no longer required an architectural review.

Council Member Mounce provided an example of an empty lot on the east side, on which a four-story apartment complex was going to be constructed among residential units. The proposed project was not scheduled to have on-site management; it would overpopulate the neighborhood; the streets were too narrow; and there was inadequate parking. This code amendment will ensure a project fits with the neighborhood, it will take existing residents into consideration, and not build in an area that is already overpopulated.

Mayor Chandler opened the public hearing for public comment.

There being no public comments, Mayor Chandler closed the public hearing.

Council Member Mounce made a motion, second by Council Member Johnson, to introduce Ordinance No. 1920 to modify the Zoning Code to require design review for multi-family structures in the Medium Density Residential and High Density Residential zoning designations.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, and Mayor Chandler

Noes: None  
Absent: Mayor Pro Tempore Kuehne

H. Communications - None

I. Regular Calendar

I-1 Receive Electric Utility Strategic Planning Customer Survey Report by GreatBlue Research, Inc. (EU)

This item was pulled from the agenda.

I-2 Provide Direction Regarding City Council Representation for Electric Utility Strategic Planning (EU)

This item was pulled from the agenda.

I-3 Provide Direction Regarding Lodi Electric Utility Customer Advisory Board (EU)

This item was pulled from the agenda.

I-4 Introduce Ordinance Amending Lodi Municipal Code Chapter 1.08 - General Penalty - by Repealing and Reenacting Section 1.08.010 (A), "General Penalty" (CA)

Deputy City Attorney John Fukasawa provided a presentation regarding the introduction of an ordinance amending Lodi Municipal Code Chapter 1.08 - General Penalty. Specific topics of discussion included request to amend the Chapter by the Superior Court Clerk's Office; Court's updated computer system that includes specific code sections; ability to reduce a misdemeanor citation or conviction to an infraction; current prosecutorial discretion for the City Attorney's Office in the Government Code; and memorializing this discretion in the City's ordinance.

In response to Council Member Mounce, Mr. Fukasawa confirmed that the sole change to the ordinance is the addition of language regarding the discretion of the prosecuting attorney in Section 1 (a).

Council Member Johnson made a motion, second by Council Member Mounce, to introduce Ordinance No. 1921 amending Lodi Municipal Code Chapter 1.08 - General Penalty - by repealing and reenacting Section 1.08.010 (A), "General Penalty."

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, and Mayor Chandler

Noes: None

Absent: Mayor Pro Tempore Kuehne

I-5 Introduce Ordinance Amending Lodi Municipal Code Title 5 - Permits and Regulations - by Repealing and Reenacting Chapter 5.24, "Taxicab Transportation Service," and Chapter 5.25, "Pedicabs," in Their Entirety to Update, Standardize, and Clarify Appeal Procedures, Renewal Procedures and Requirements, Insurance Requirements, Health and Safety Requirements, and Definitions (CA)

Deputy City Attorney Fukasawa provided a presentation regarding the introduction of ordinances amending Lodi Municipal Code Title 5 in regard to taxicab transportation services and pedicabs. Specific topics of discussion included updates to the taxicab ordinance, including: 1) the appeals process for applicants and permit holders, 2) insurance requirements, 3) definitions to exclude certain types of activities that are preempted by the Public Utilities Commission (PUC), which regulates transportation modes such as Uber, Lyft, limousines, buses, and wine buses; 4) inspection requirements for safety and sanitation, adding annual mechanical inspections, and

allowing the Police Department to inspect vehicles; and update to the pedicab ordinance to make the renewal process consistent with the existing taxicab ordinance on a calendar-year basis. Mr. Fukasawa stated that staff researched other city ordinances, specifically Stockton's, regarding sanitation and safety regulations and that many of the requirements added to the ordinance reflect the requirements imposed on transportation companies that operate under PUC regulations, such as the \$1 million minimum insurance, background checks, vehicle inspections, and age of vehicles.

Council Member Johnson stated he was not opposed to the end-goal of this ordinance; however, he expressed concern with utilizing Police Department personnel to inspect vehicles and perform background checks, stating he would rather officers utilize that time patrolling the streets.

Mr. Fukasawa stated that the Police Department was consulted in the drafting of the ordinance and provided its feedback. Currently, the Department handles the background checks and the vehicle inspections as part of the traffic enforcement division. Mr. Fukasawa confirmed that Lodi has two taxicab companies and one pedicab company. In response to Council Member Johnson, City Manager Schwabauer stated that the transit company has a contractual element that allows the company to perform background checks on its drivers. Council Member Johnson suggested reworking the ordinance with regard to vehicle inspections and background checks.

Mr. Fukasawa pointed out that a background check is only required for the applicant and the ordinance change allows the Police Department the discretion to run a new background check if there is reason to believe there is criminal history since the initial application; it is not an annual requirement. Mr. Schwabauer stated that the background check is essentially a fingerprint check through the computer system.

Council Member Mounce suggested the ordinance come back at a later date to address Council Member Johnson's concerns.

In response to Council Member Nakanishi, Mr. Schwabauer stated that the PUC regulates limousines and that the insurance requirements are similar to those in Stockton. Mr. Fukasawa stated the City's Risk Manager contributed to the recommendation on the insurance requirements, and Mr. Schwabauer added that the City's insurance pool provides regulations for the City to follow. City Clerk Ferraiolo confirmed that the two taxicab companies are operated by individuals and both were issued owner/driver licenses.

In response to Mayor Chandler, Mr. Schwabauer confirmed that the City does not regulate Uber and Lyft, but, in preparing the draft ordinance, Mr. Fukasawa mirrored their requirements so that Lodi cab drivers fall under the same rules.

In response to Council Member Nakanishi, Mr. Schwabauer confirmed that Uber and Lyft operate in Lodi; however, they are regulated by the PUC.

There was no Council action taken on this matter.

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:43 p.m. in memory of Dr. Narius Noori, a local physician, who passed away on May 15, 2016.

ATTEST:

Jennifer M. Ferraiolo  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Report of Sale of Surplus Equipment

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Report of sale of surplus equipment.

**BACKGROUND INFORMATION:** The Public Works Fleet Services Division oversees the removal of vehicles and equipment from the City's fleet, provides quarterly reporting of surplus vehicles/equipment sales to City Council, and coordinates the disposal process once the City Manager and Deputy City Manager authorize the dispositions.

During the last calendar quarter of 2015, and the first quarter of 2016, the City sold the following surplus vehicles/equipment through First Capitol Auctions, Inc., of Vallejo. The City received the following amount from each sale totaling \$5,881:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage/Hours</u>	<u>Sales Revenue</u>
2000 Chevrolet Astro Van (214007)	PW Waste Div.	145,388	\$ 1,041.00
1997 Dodge Intrepid (712526)	PW Admin	84,262	\$ 390.00
1997 Dodge Intrepid (689672)	PW Admin	73,440	\$ 204.00
2000 Dodge Ram 250 (178434)	Police	6,753	\$ 250.00
1999 Pontiac Grand Prix GT (263248)	Police	111,446	\$ 1,413.00
1998 Chevrolet Lumina (264753)	Police	113,244	\$ 390.00
2000 Ford Crown Vic (207068)	Police	123,050	\$ 855.00
2002 Ford Crown Vic (155304)	Police	102,878	\$ 948.00
1998 Chevrolet Lumina (264261)	Police	89,423	<u>\$ 390.00</u>
<b>TOTAL</b>			<b>\$ 5,881.00</b>

Revenues received from the sale of vehicles are credited to the General Fund Equipment Replacement or the appropriate Enterprise Capital fund, according to the previous assignment of the vehicle sold.

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

**FISCAL IMPACT:** Revenues received from the sale of vehicle are credited as follows and are used to help fund the replacement of these vehicles.

General Fund Equipment Replacement (1201.5391 Police)	\$ 4,246.00
Public Works – Water/Wastewater (1701.5391)	\$ 1,245.00
Public Works – Water (1801.5391)	<u>\$ 390.00</u>
Total	\$ 5,881.00

**FUNDING AVAILABLE:** Not applicable.

---

Charles E. Swimley, Jr.  
Public Works Director

Prepared by Randy Laney, Fleet Services Supervisor

cc: Joseph Wood, Lodi Grip Program Manager  
Kirk Evans, Risk Manager  
Rebecca Areida-Yadav, Management Analyst  
Susan Bjork, Supervising Budget Analyst



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2016-2018 Tree Maintenance Project

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2016-2018 Tree Maintenance Project.

**BACKGROUND INFORMATION:** This project provides for the structural pruning, maintenance trimming, stump grinding, emergency calls, removal of City trees, pest control and tree planting at various locations throughout the City for Fiscal Years 2016/17 and 2017/18. An objective of this contract is to improve the health of our urban forest and reduce costs associated with this effort.

In previous years, a majority of the annual tree trimming budget was spent on tree pruning, tree removals, and emergency responses due to storm-related damage. The contract provides for individual tree pruning, which is more effective than grid pruning, as used in the past. The contract will be for two years with optional extensions, if mutually agreeable.

The specifications are on file in the Public Works Department. The planned bid opening date is June 29, 2016. The total project estimate is \$370,000 (\$185,000 annually).

**FISCAL IMPACT:** Selective tree maintenance improves tree health, which will reduce the number of emergency calls.

**FUNDING AVAILABLE:** Funding will be identified at contract award.

\_\_\_\_\_  
Charles E. Swimley, Jr.  
Public Works Director

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

cc: Utilities Manager

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2016 Cherokee Lane Accessibility Improvement Project

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2016 Cherokee Lane Accessibility Improvement Project.

**BACKGROUND INFORMATION:** This project consists of removing Americans with Disabilities (ADA) accessibility barriers at 12 locations along Cherokee Lane. The improvements consist of constructing 10 curb ramps and constructing sidewalk at four “gap” locations.

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

- 1) Northwest corner of Railroad Avenue and Cherokee Lane, extending up to Lockeford Street (ramp and sidewalk)
- 2) Southwest corner of Oak Street and Cherokee Lane (ramp)
- 3a) Northwest corner of Walnut Street and Cherokee Lane (ramp)
- 3b) Southwest corner of Walnut Street and Cherokee Lane (ramp)
- 4a) Northwest corner of Eden Street and Cherokee Lane (ramp)
- 4b) Southwest corner of Eden Street and Cherokee Lane (ramp)
- 5a) Northwest corner of Harold Street and Cherokee Lane, extending up to the alley (ramp and sidewalk)
- 5b) Southwest corner of Harold Street and Cherokee Lane (ramp)
- 6) 815 South Cherokee Lane (sidewalk)
- 7a) Northwest corner of Vine Street and Cherokee Lane (ramp)
- 7b) Southwest corner of Vine Street and Cherokee Lane (ramp)
- 8) 917 South Cherokee Lane (sidewalk)

These locations were selected based on discussions with the Lodi Improvement Committee and a field survey conducted by staff along the Cherokee Lane corridor.

Location 5a is notable since it includes the removal of two City-owned London plane trees that are approximately 32 inches in diameter (see Exhibit B), and are currently located 30 inches from an adjacent front yard fence. The tree removals are necessary to obtain the minimum-required ADA sidewalk width of 48 inches. Inspection of both trees by a certified arborist determined that various deformities and infectious diseases are present in the trees. Abnormal branch growth is present due to many years of utility line clearance pruning.

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

An alternative to removing the trees would be to eliminate this portion of the sidewalk from the scope of work, however, an accessibility barrier along this portion of Cherokee Lane would remain. This area is undesirable for replanting because there is no irrigation present and the trees are located directly under the utility lines.

The specifications are on file in the Public Works Department. The planned bid opening date is June 29, 2016.

**FISCAL IMPACT:** The project will have a minimal impact on total maintenance cost but will reduce the City's liability associated with accessibility barriers and continue our effort to increase accessibility citywide.

**FUNDING AVAILABLE:** Funding will be identified at project award.

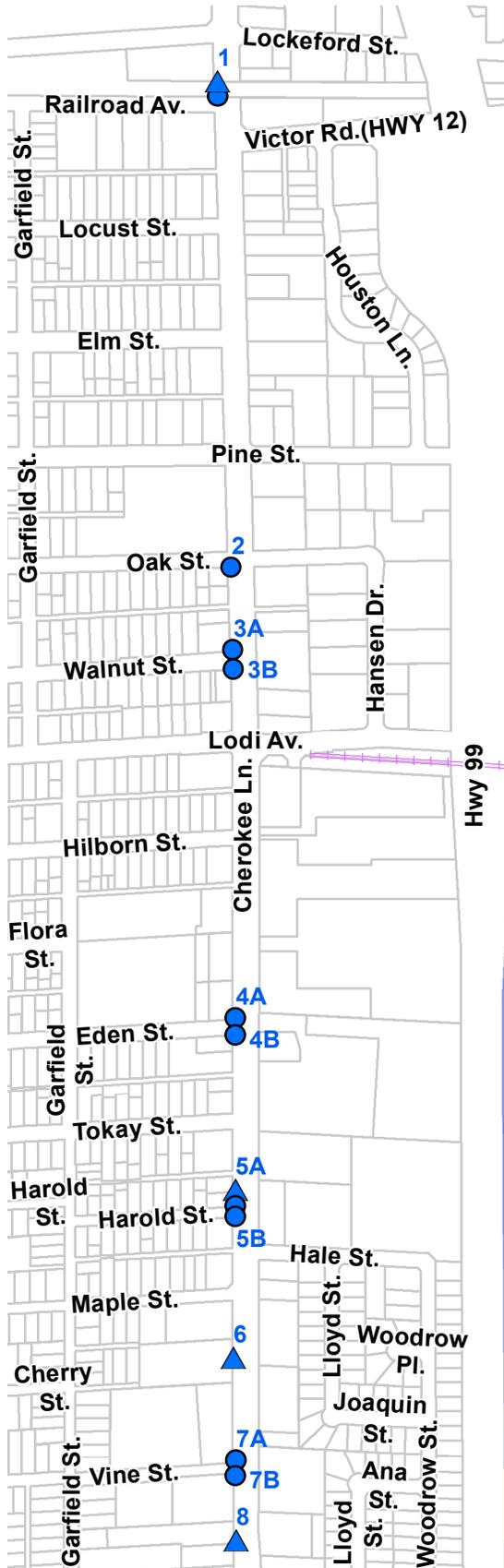
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Charles E. Swimley, Jr.  
Public Works Director

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

cc: Neighborhood Services Manager

# Exhibit A 2016 Cherokee Lane ADA Improvement Project



## Legend

- Ramp
- ▲ Sidewalk

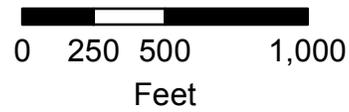
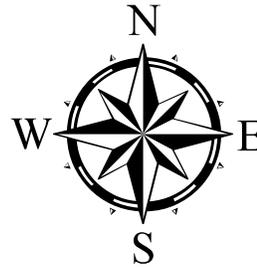


Exhibit B  
NWC of Harold and Cherokee (Trees)





**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Bid for the Purchase of One Oil Handling Trailer, Model # I0S2OX-2, from Intertech Filtration Systems of Bixby, Oklahoma (\$70,802.64)

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt a resolution awarding bid for the purchase of one oil handling trailer, Model #, from Intertech Filtration Systems of Bixby, Oklahoma in the amount of \$70,802.64.

**BACKGROUND INFORMATION:** On April 6, 2016, the City Council approved the specifications and authorized advertisement for bids to procure one oil handling trailer to enable Electric Utility (EU) staff to drain, dehydrate and clean oil that is used as an insulating medium in power transformers and load tap changers. These items represent the largest component of the electric distribution system.

The Electric Utility advertised bids on April 13 and 16, 2016. Bids were opened on April 28, 2016, with three vendors submitting proposals; two of which were alternative bids from Intertech Filtration Systems and Parker – Velcon. Upon further review by staff, the alternative bid by Intertech Filtration Systems for barn-style rear doors as opposed to a single ramp-style rear door was deemed superior. Further, with the reduced cost it is advantageous for the City to accept the alternative bid for a Model # I0S2OX-2 oil handling trailer.

After consideration and evaluation of all bids, staff recommends awarding the bid to Intertech Filtration Systems.

Bidder	Price	Tax	Delivery	Total
Intertech Filtration Systems	\$ 65,558.00	\$ 5,224.64	\$ 0.00	\$ 70,802.64
Parker – Velcon	\$ 64,000.00	\$ 5,120.00	\$ 2,500.00	\$ 71,620.00
Baron USA, LLC	\$ 85,350.00	\$ 6,828.00	\$ 5,200.00	\$ 97,378.00

Staff originally budgeted \$50,000 for the purchase of this equipment however market fluctuations in materials and labor costs resulted in bids higher than originally budgeted. These same variations also resulted in savings on other purchases, enabling the additional cost to be absorbed within the existing capital equipment budget.

**FISCAL IMPACT:** Procurement cost is \$70,802.64.

**FUNDING AVAILABLE:** Included in FY2015/16 Budget Account No. 50199000.77040.

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

\_\_\_\_\_  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Charles J. Berry, Electric Utility Superintendent  
EAK/CJB/1st

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

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
THE BID FOR THE PURCHASE OF ONE OIL HANDLING  
TRAILER, MODEL NO. I0S2OX-2, FROM INTERTECH  
FILTRATION SYSTEMS, OF BIXBY, OKLAHOMA

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 28, 2016, at 11:00 a.m., for the purchase of one oil handling trailer, described in the specifications therefore approved by the City Council on April 6, 2016; and

WHEREAS, three vendors submitted proposals; two of which were alternative bids from Intertech Filtration Systems and Parker – Velcon, as shown in the table below:

<b>Bidder</b>	<b>Price</b>	<b>Tax</b>	<b>Delivery</b>	<b>Total</b>
Intertech Filtration Systems	\$ 65,558.00	\$ 5,224.64	\$ 0.00	\$ 70,802.64
Parker – Velcon	\$ 64,000.00	\$ 5,120.00	\$ 2,500.00	\$ 71,620.00
Baron USA, LLC	\$ 85,350.00	\$ 6,828.00	\$ 5,200.00	\$ 97,378.00

WHEREAS, upon further review by staff, the alternative bid by Intertech Filtration Systems for barn-style rear doors, as opposed to a single ramp-style rear door, is deemed superior; further, with the reduced cost, it is advantageous for the City to accept the alternative bid.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the alternative bid with barn-style rear doors to Intertech Filtration Systems, for the purchase of one Model No. I0S2OX-2 oil handling trailer manufactured by Velcon Filters, in the amount of \$70,802.64.

Dated: June 1, 2016

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Alley Improvement Project – Phase 5 to A. M. Stephens Construction Company, Inc., of Lodi (\$129,787)

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for Alley Improvement Project – Phase 5 to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$129,787.

**BACKGROUND INFORMATION:** This City has reconstructed various alleys over the past six years. The projects have typically included between one and two alleys per year, depending on funding levels. Specific projects are selected based on a citywide alley condition assessment list and are rated based on the pavement condition and drainage problems. Alley projects located in future phases of the water meter program are either improved concurrently with the specific water meter phase or are deferred until after it is completed in order to prevent new alley improvements from being disturbed.

The alley selected for this phase is located east of School Street, from De Force Avenue to Daisy Avenue (see Exhibit A). The base project includes approximately 7,700 square feet of full pavement removal and replacement, 700 square feet of new alley approach concrete, 265 feet of storm drain extension, and other incidental and related work. Staff recommends awarding the contract with the inclusion of Alternate No. 2, which will remove and replace an additional 5,210 square feet of pavement located at the northern portion of the alley. While this location does not have any drainage deficiencies, the pavement condition warrants resurfacing (Exhibit B).

Plans and specifications for this project were approved on April 6, 2016. The City received the following two bids for this project on April 27, 2016.

<b>Bidder</b>	<b>Location</b>	<b>Base Bid</b>	<b>Base + Alt. 2</b>
Engineer's Estimate		\$111,177.00	\$128,060.00
A. M. Stephens Construction	Lodi	\$105,942.75	\$129,786.75
George Reed	Modesto	\$123,816.70	\$169,149.20

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

**FISCAL IMPACT:** The project will reduce maintenance costs in the reconstructed alleys.

**FUNDING AVAILABLE:** This project will be funded by 2014 Community Development Block Grant (CDGB) funds made available through San Joaquin County (Project 14.11).

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

Charles E. Swimley, Jr  
Public Works Director

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

cc: Neighborhood Services 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 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	Federal Labor Standard Provisions
Contract Bonds	
Plans	

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

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

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

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

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

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

Perform the work necessary for improving the alley east of School Street from De Force Avenue to Daisy Avenue, with pavement removal and replacement, resurfacing (bid alternate), new concrete alley approach, storm drain extension, and other incidental and related work, all as shown on the plans and specifications for the above project.

See Section 6-07 "Description of Bid Items" and Drawing No. 015D010 for additional information.

**CONTRACT ITEMS**

Item	Description	Qty	Unit	Unit Cost	Total
1	Mobilization, Demobilization, As-Built	1	LS	\$ 1,500	\$ 1,500
2	Traffic Control	1	LS	\$ 1,000	\$ 1,000
3	Clearing, Grubbing, Demolition, & Grading (Excluding Bid Alternate Area)	9,300	SF	\$ 380	\$ 35,340
4	8" Storm Drain Pipe	264	LF	\$ 41	\$ 10,824
5	Drop Inlet Catch Basin	1	EA	\$ 2,500	\$ 2,500
6	Asphalt Concrete	7,723	SF	\$ 4.25	\$ 32,822.75
7	Concrete Gutter	824	SF	\$ 11.50	\$ 9,476
8	Concrete Alley Approach	705	SF	\$ 16	\$ 11,280
9	Monument Preservation / Documentation	1	LS	\$ 1,200	\$ 1,200

**TOTAL : \$ 105,942.75**

Item	Description	Qty	Unit	Unit Cost	Total
A1a	Pavement Repair	250	SF	\$ 15	\$ 3,750
A1b	Slurry Seal	5,211	SF	\$ 4.40	\$ 22,928.40

**TOTAL ALTERNATE 1: \$ 26,678.40**

Item	Description	Qty	Unit	Unit Cost	Total
A2a	Base Repair	250	SF	\$ 12	\$ 3,000
A2b	Remove and Replace AC	5,211	SF	\$ 4	\$ 20,844

**TOTAL ALTERNATE 2: \$ 23,844.00**

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 **35 CALENDAR DAYS**.

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

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

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

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

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

\_\_\_\_\_

Title

Attest:

\_\_\_\_\_  
JENNIFER M. FERRAIOLO  
City Clerk

(CORPORATE SEAL)

Approved As To Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney



RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE ALLEY IMPROVEMENT PROJECT – PHASE 5 TO A. M. STEPHENS CONSTRUCTION COMPANY, INC., OF LODI

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 27, 2016, at 11:00 a.m., for the Alley Improvement Project – Phase 5, described in the plans and specifications therefore approved by the City Council on April 6, 2016; and

WHEREAS, the alley selected for the Phase 5 project is located east of School Street, from De Force Avenue to Daisy Avenue; and

WHEREAS, the Alley Improvement Project – Phase 5 includes approximately 7,700 square feet of full pavement removal and replacement, 700 square feet of new alley approach concrete, 265 feet of storm drain extension, and other incidental and related work; and

WHEREAS, staff recommends awarding the contract with the inclusion of Alternate No. 2, which will remove and replace an additional 5,210 square feet of pavement located at the northern portion of the alley; and

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

<b>Bidder</b>	<b>Location</b>	<b>Base Bid</b>	<b>Base + Alt. 2</b>
Engineer’s Estimate		\$111,177.00	\$128,060.00
A. M. Stephens Construction	Lodi	\$105,942.75	\$129,786.75
George Reed	Modesto	\$123,816.70	\$169,149.20

WHEREAS, staff recommends awarding the contract (Base Bid + Alternate 2) for the Alley Improvement Project – Phase 5 to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$129,786.75.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract (Base Bid + Alternate 2) for the Alley Improvement Project – Phase 5 to A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$129,786.75; and

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

Dated: June 1, 2016

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Accept Improvements Under Contract for Animal Shelter Interior Improvements

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for Animal Shelter Interior Improvements.

**BACKGROUND INFORMATION:** Over the past few years, staff has struggled with rodent infestations at the animal shelter. The rodent issue is now under control, however, the multiple infestations and subsequent mitigations had resulted in significant odor issues. This project consisted of removing and replacing the existing gypsum board ceiling, ceiling insulation, and interior painting. Removing the insulation and waste will greatly reduce the odor problems in the facility.

The project was awarded to BRM Construction, of Hollister, on December 16, 2015, in the amount of \$56,150. The contract has been completed in substantial conformance with the specifications approved by City Council.

The contract was completed within the original contract schedule. The final cost of the project was \$55,721.34. The final cost was less than the original contract cost due to some minor changes in scope to accommodate the logistical needs of the facility. See attached Exhibit A for sample photos of the completed work.

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

**FISCAL IMPACT:** The project will provide minimal savings on maintenance, however, it will greatly improve the shelter environment for employees and customers.

**FUNDING AVAILABLE:** This project was funded by General Fund Capital (43199000)

\_\_\_\_\_  
Charles E. Swimley, Jr.  
Public Works Director

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

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

# Exhibit A





TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for 2016 Pavement Crack Sealing

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for 2016 Pavement Crack Sealing.

**BACKGROUND INFORMATION:** The primary cause of asphalt failure is water infiltration into the street subgrade. Crack sealing is one of the most basic and important preventive street maintenance practices. This project consisted of crack sealing approximately 580,000 square feet of West Lodi Avenue, from Lower Sacramento Road to the Union Pacific Railroad.

The project was awarded to Telfer Pavement Technologies, LLC, of McClellan, on February 17, 2016, in the amount of \$42,890. The contract has been completed in substantial conformance with the specifications approved by City Council.

The contract was completed within the original schedule and amount specified in the contract. See attached Exhibit A for sample photos of the completed work.

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

**FISCAL IMPACT:** By increasing the crack sealing effort, the useful life of the City streets will be extended.

**FUNDING AVAILABLE:** This project is funded by Measure (30399000.77020)

---

Charles E. Swimley, Jr.  
Public Works Director

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

cc: Utility Manager

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

Exhibit A





# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Accept Improvements Under Contract for Shady Acres Pump Station Trash Handling Project

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for Shady Acres Pump Station Trash Handling Project.

**BACKGROUND INFORMATION:** The Shady Acres storm drain pump station serves 806 acres of developed land inside the B-1 Basin watershed (Exhibit A). The pump station is one of two locations in the City where storm water is discharged into the Woodbridge Irrigation District (WID) canal.

This project installed an in-ground trash handling unit which removes oil, floating debris, trash, and sediment from the storm water before it is discharged to the WID canal, as shown in Exhibit A. Prior to project completion, debris collected from the storm drain system along with storm water, was discharged into the WID canal.

The project was awarded to Diede Construction Inc., of Woodbridge, on July 15, 2015, in the amount of \$302,670. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The contract was completed within the contract schedule. The original contract amount was \$302,670. The final contract price was \$346,736.88. The difference between the contract amount and the final contract price is due to three contract change orders. Change Orders No. 1 and No. 2, totaling \$2,326, included minor changes to work requested by staff.

Change Order No. 3 (\$41,741) included the repairs of damaged drain pipe inside the Lodi Lake Wilderness Area. The damaged pipe was causing substantial flooding within the wilderness area that compromised the health of native trees and forced the Parks Division to close that portion of the park to the public for safety reasons. Due to the urgent nature of the situation, staff requested the contractor to perform the repair under the terms of a Streambed Agreement with California Department of Fish and Wildlife. The repair was completed in time and the leak is fixed.

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

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

**FISCAL IMPACT:** This project will slightly increase annual maintenance and monitoring costs for the pump station and trash handling unit.

**FUNDING AVAILABLE:** This project is funded by:  
Wastewater Capital Fund (53199000.77020) \$346,736.88

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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Lyman Chang, Interim City Engineer  
CS/LC/tdb  
Attachment

Cc: Utility Manager  
Woodbridge Irrigation District  
Public Works Management Analyst  
Diede Construction

SHADY ACRES PUMP STATION TRASH HANDLING PROJECT





TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for Hutchins Street Square Roof Repair Project Phase 2 (\$1,738)

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Garland/DBS, Inc., of Cleveland, OH, for the Hutchins Street Square Roof Repair Project Phase 2, in the amount of \$1,738.

**BACKGROUND INFORMATION:** On March 2, 2016, City Council approved a Professional Services Agreement (Agreement) with Garland/DBS, Inc. for Hutchins Street Square Roof Repair Project Phase 2. The work includes the application of a urethane and polyester compound to provide a protective coating on the existing roof membrane and will provide the City with a 10-year warranty on the existing roof system.

The project has been completed in substantial conformance with the Agreement. Hutchins Street Square maintenance staff requested additional roof repairs near Kirst Hall (Exhibit A), totaling \$1,738, which were not in the original Agreement. For this reason staff is requesting an amendment.

Staff recommends adopting a resolution authorizing City Manager to execute Amendment No. 1 to the Professional Services Agreement with Garland/DBS, Inc. for the Hutchins Street Square Roof Repair Project.

**FISCAL IMPACT:** Reduce on-going maintenance cost due to leaky roof.

**FUNDING AVAILABLE:** General Fund Capital (43199000) Fiscal Year 2015/16

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

\_\_\_\_\_  
Charles E. Swimley, Jr.  
Public Works Director

Prepared by Lyman Chang, Interim City Engineer  
LC/CS/tdb  
Attachments

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

**EXHIBIT A**



AMENDMENT NO. 1

Garland/DBS, Inc.  
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and GARLAND/DBS, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 5, 2016 as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend the Scope of Services and Fees as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fees as set forth in the Agreement. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on \_\_\_\_\_, 2016.

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

GARLAND/DBS, INC.  
Hereinabove called "CONSULTANT"

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

\_\_\_\_\_  
FRANK A. PERCACIANTE  
Controller

Attest:

\_\_\_\_\_  
JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney



## AGREEMENT FOR PROFESSIONAL SERVICES

### ARTICLE 1 PARTIES AND PURPOSE

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on April 5, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and GARLAND/DBS, INC. (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for HUTCHINS STREET SQUARE ROOF SECTION C RESTORATION (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### ARTICLE 2 SCOPE OF SERVICES

#### **Section 2.1 Scope of Services**

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

#### **Section 2.2 Time For Commencement and Completion of Work**

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

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

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

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on March 7, 2016 and terminates upon the completion of the Scope of Services or on March 6, 2017, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

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

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

**Section 3.2 Prevailing Wage**

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.

**Section 3.3 Contractor Registration – Labor Code §1725.5**

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**Section 3.4 Contract Bonds**

CONTRACTOR shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of fifty percent (50%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

**Section 3.5 Method of Payment**

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

of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.6 Costs**

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

**Section 3.7 Auditing**

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

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

**ARTICLE 4  
MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

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

**Section 4.2 ADA Compliance**

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

**Section 4.3 Indemnification and Responsibility for Damage**

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

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the

others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

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

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

To CONTRACTOR:      Garland/DBS, Inc.  
   3800 East 91<sup>st</sup> Street  
   Cleveland, OH 44105  
   Attn: Matt Egan

**Section 4.9 Cooperation of CITY**

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

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

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

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any

documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

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

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

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

**Section 4.14 City Business License Requirement**

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

**Section 4.15 Captions**

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

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered

hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

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

**Section 4.18 Severability**

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

**Section 4.19 Ownership of Documents**

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

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

**Section 4.20 Authority**

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

**Section 4.21 Federal Transit Funding Conditions**

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

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

CITY OF LODI, a municipal corporation

ATTEST:

  
JENNIFER M. FERRAIOLO  
City Clerk

  
STEPHEN SCHWABAUER  
City Manager

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

GARLAND/DBS, INC.

*JF* By: 

By:   
Name: ~~MATT EGAN~~ FRANK A. PERCIANTE  
Title: Controller

**Attachments:**

**Exhibit A – Scope of Services**

**Exhibit B – Fee Proposal**

**Exhibit C – Insurance Requirements**

**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source: GFCAP-0012.Const.ExtLabor 43199000.77020  
(Business Unit & Account No.)**

Doc ID:K:\WP\PROJECTS\PSA's\2016\Garland DBS PSA

CA:Rev.08.2015



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



**ROOFING MATERIAL AND SERVICES PROPOSAL**

**City of Lodi**  
**Hutchins Square**  
**Roof Section C Roof Restoration**  
**Date Submitted: 02/01/2016**  
**Proposal #: 25-CA-150339**  
**MICPA # 14-5903**  
**California General Contractor License #: 949380**  
**City of Lodi, California - General Contractor License #: 20011**

**Please Note:** The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

**Scope of Work: Hutchins Square Roof Section C Roof Restoration**

- 1 Preparation of existing roof system for restoration.
- 2 Pressure wash existing roofing system with high pressure water and cleaning solvent as specified, allow a minimum of 24 hours to properly dry prior to proceeding.
- 3 Repair all damaged / deteriorated, membrane at edge flashing and through field along with all details, curb flashings, pipe flashings, etc. with a three course method of urethane, polyester, urethane. 1 gal per sq, polyester, 1 gal per sq.
- 4 Install WhiteKnight Urethane Coating per specification at a total rate of 1 gallon per square allow to completely dry to all seams, penetrations, and transitions.
- 5 Install WhiteKnight Urethane Coating per specification at a total rate of 2 gallons per square allow to completely dry over the entire roof area.

### Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
15.23	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : ELASTOMERIC URETHANE COATING FOR SMOOTH OR MINERAL SURFACED MODIFIED ROOFS Power wash & Clean with TSP or Simple Green; Use Portable Blowers the Clear the Roof of Moisture; Install Base Coat / Top Coat as Specified (Urethane 2 Gallons per Sq.)	\$ 5.43	25000	SF	\$ 135,750
	<b>Sub Total Prior to Multipliers:</b>				<b>\$ 135,750</b>
<b>PWM</b>	<b>Prevailing Wage Multiplier: San Joaquin County, CA -</b>	21.0%		%	\$ 28,508
	<b>TOTAL:</b>				<b>\$ 164,258</b>

**Hutchins Square Roof Section C Roof Restoration:**

**Total Maximum Price of Line Items under the MICPA: \$ 164,258**

**Proposal Price Based Upon Market Experience: \$ 157,685**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2016.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662



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

1. **COMPREHENSIVE GENERAL LIABILITY**  
 \$1,000,000 Each Occurrence  
 \$2,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**  
 \$1,000,000 Combined Single Limit  
 Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

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

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

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

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

- (a) **Additional Named Insured Endorsement**  
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds. An additional named insured endorsement is also required for Auto Liability.
- (b) **Primary and Non-Contributory Insurance Endorsement**  
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.  
  
**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- (c) **Waiver of Subrogation**  
 Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (d) **Limits of Coverage**  
 The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

- (e) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (f) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (g) **Continuity of Coverage**  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (h) **Failure to Comply**  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1<sup>st</sup>) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (i) **Qualified Insurer(s)**  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

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

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



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



**CHANGE ORDER REQUEST #1**

DATE: 5/6/2016

PROJECT: Lodi Hutchins Street Square

US Communities Project Number: 25-CA-150339

DESCRIPTION: City of Lodi – Hutchins Square

We are requesting a change in the Contract Sum as stated below due to the following changes to the work scope:

**Scope of Work:**

1. Clean 50' of metal flashing and prepare for coating.
2. Seal all joints with tuff stuff urethane sealant.
3. Fasten metal trim in place.
4. Install white knight metal primer.
5. Install White Knight Plus WC base coat and allow to dry.
6. Install White Knight Plus WC Top Coat.

Pipe Support Replacement:	\$ 1,580.00
<b>Sub-Total:</b>	<b>\$ 1,580.00</b>
OH&P	\$ 158.00
<b>Total Change Order #1</b>	<b>\$ 1,738.00</b>

Please indicate your approval by signing and returning one copy of this document to our office.

Sincerely,

*Bryan Taylor*

Project Manager

Accepted By:

Title: INTERIM CITY ENGINEER

By: *[Signature]*

Date: 5/6/16

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL  
SERVICES AGREEMENT WITH GARLAND/DBS, INC., OF CLEVELAND,  
OHIO, FOR THE HUTCHINS STREET SQUARE ROOF REPAIR  
PROJECT PHASE 2

=====

WHEREAS, on March 2, 2016, the Lodi City Council approved the Professional Services Agreement with Garland/DBS, Inc., for the Hutchins Street Square Roof Repair Project Phase 2; and

WHEREAS, Hutchins Street Square maintenance staff requested additional roof repairs totaling \$1,738 near Kirst Hall that were not in the original Agreement; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the Hutchins Street Square Roof Repair Project Phase 2, in the amount of \$1,738.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for the Hutchins Street Square Roof Repair Project Phase 2, in the amount of \$1,738.

Dated: June 1, 2016

=====

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment No. 4 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for Groundwater Sampling, Reporting, and On-Call Out-of-Scope Services (\$20,495), and Appropriating Funds (\$20,495)

**MEETING DATE:** June 15, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Amendment No. 4 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for groundwater sampling, reporting, and on-call out-of-scope services, in the amount of \$20,495 and appropriating funds in the amount of \$20,495.

**BACKGROUND INFORMATION:** There are four areas located within the City that are contaminated with tetrachloroethene (PCE) and/or trichloroethylene (TCE). The chemicals were prominently used in the dry cleaning and printing industries. The City negotiated settlements with various parties and initiated a remediation program under direction of the State of California. These areas have been identified as the Central, Western, Southern and Northern plumes. Groundwater sampling and reporting is part of the overall remediation program.

On April 17, 2013, City Council approved a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., (Stantec) to provide groundwater monitoring and reporting services for the Central, Western, and Southern plumes for a two-year term with a two-year extension option.

On August 7, 2013, City Council approved Amendment No. 1 to include the scope of work provisions for well maintenance and repair, replacement of sample bag support harnesses, updating GeoTracker information for older wells being added to the monitoring program, and other miscellaneous services related to the monitoring and reporting program.

On August 20, 2014, City Council approved Amendment No. 2 expanding the scope of work to include well head maintenance and repair for 15 existing Western and Southern plume wells, and the sampling program for the Central Plume System Closure Work Plan.

On June 17, 2015, City Council approved Amendment No. 3 to the PSA. The scope of services extends into the third year of the PSA and included responding to Central Valley Regional Water Quality Control Board and San Joaquin County requests, on-call environmental services related to other City cleanup activities, deployment of passive diffusion bags at monitoring wells, and other City-requested out-of-scope services.

The scope of services for Amendment No. 4 extends into the fourth year of the PSA and includes monitoring and sampling of five additional wells associated with the Northern Plume, in addition to other City-requested out-of-scope services. The out-of-scope services may include monitoring well maintenance consultant and permitting services. These services are provided on a time-and-material basis at a cost not to exceed \$20,495.

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

Staff recommends authorizing City Manager to execute Amendment No. 4 to the Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, in the amount of \$20,495. Staff also recommends appropriating funds, in the amount of \$20,495.

**FISCAL IMPACT:** Costs are funded by PCE/TCE Cleanup Funds.

**FUNDING AVAILABLE:** PCE/TCE Northern Plume Cleanup Funds (593): \$20,495

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

Charles E. Swimley, Jr.  
Public Works Director

CES/AR/trb  
Attachments

AMENDMENT NO. 4

Stantec Consulting Services, Inc.  
Professional Services Agreement

THIS AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_ day of June, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES, INC. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, Amendment No. 1 on August 12, 2013, Amendment No. 2 on September 3, 2014, and Amendment No. 3 on July 8, 2015 as set forth in Exhibit 1, 1A, 1B, and 1C respectively (attached);
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2;
3. WHEREAS, CONSULTANT agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fees as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 as set forth in Exhibits 1, 1A, 1B, 1C, and 2 respectively. All other terms shall be as set forth in the agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 4 on \_\_\_\_\_, 2016.

CITY OF LODI, a municipal corporation  
Herein above called "CITY"

STANTEC CONSULTING SERVICES, INC.  
Hereinabove called "CONSULTANT"

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

\_\_\_\_\_  
GARY HAECK  
Managing Senior Geologist

Attest:

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney

**AGREEMENT FOR CONSULTING SERVICES****ARTICLE 1  
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on April 30, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

**Section 1.2 Purpose**

CITY selected the CONSULANT to provide ground water monitoring/reporting services.

CITY wishes to enter into an agreement with CONSULTANT for GROUND WATER MONITORING/REPORTING SERVICES project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

**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 within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

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 shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. 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 indicated in the Scope of Services, Exhibit A.

**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 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 is prepared to and can perform all services within the scope of services specified in Exhibit A. 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 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.

**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 on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

**Section 2.6 Term**

This Agreement shall begin on May 26, 2013 and terminate on May 25, 2015. City shall have an option to extend this Agreement for an additional two years on the same terms as set forth herein by giving CONSULTANT written notice 30 days prior to the expiration of the initial term.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of 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, 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 and such invoices shall be paid within thirty (30) days of receipt by the City.

**Section 3.3 Costs**

The fees shown on Exhibit A 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 fee schedules 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 by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved 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.

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 agent 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 in 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 the City of Lodi or its agents, officers or agents. The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

**Section 4.3 No Personal Liability**

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee 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 prior to final acceptance, 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 by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from 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. **COMPREHENSIVE 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. **COMPREHENSIVE 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, Employees and Volunteers as additional named insureds 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) 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 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.

(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 insureds 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 at

the site of the project 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 at the site of the project 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 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 court.

**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 deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY:                   City of Lodi  
F. Wally Sandelin, Public Works Director  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

To CONSULTANT:       Stantec Consulting Corporation  
Jim Grasty, Principal  
3017 Kilgore Road, Ste. 100  
Rancho Cordova, CA 95670

**Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

**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 may terminate this Agreement by giving CONSULTANT 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 A to the extent that the work has been performed. 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.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of 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 convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

**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 Contract Terms Prevail**

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

**Section 4.18 Authority**

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

**Section 4.19 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 for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

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:   
KONRADT BARTLAM  
City Manager

APPROVED AS TO FORM:

By:   
D. STEPHEN SCHWABAUER  
City Attorney

STANTEC CONSULTING CORPORATION

By:   
JIM GRASTY  
Its: Managing Principal

Dated: 4/30/13

Attachments:

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

## SCOPE OF SERVICES

To complete the Scope of Services, Stantec proposes the following tasks:

Task 1: Project Management and Preparation of Health and Safety Plan

Task 2: Monitoring and Sampling

Task 3: Analytical Program

Task 4: Reporting

### *Task 1 – Project Management and Preparation of Health and Safety Plan*

Stantec will perform normal project management responsibilities including, but not limited to, budget tracking, invoicing, sub-contracting and payment for analytical laboratory services, and communication with the client as well as the RWQCB (when requested). Our services also include attending a kickoff meeting and quarterly project meetings. All field activities, including quarterly PDB deployment, depth to water measurements, and PDB sample retrieval will be properly scheduled in advance with the appropriate City personnel. As required, Stantec will perform necessary coordination with the City and the City's contracted laboratory (Moore Twining Associates, Inc. of Fresno, California) to obtain the analytical data for water supply wells No. 02, No. 06R, and No. 08 sampled by the City's Water Division.

Prior to commencement of field work, a site-specific Health and Safety Plan (HASP) will be prepared for the project as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.120), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). Prior to performing any fieldwork, the HASP will be updated with appropriate field personnel and potential subcontractor information. The field staff and any potential contractors will review and sign the HASP before beginning field operations at the site.

### *Task 2 – Monitoring and Sampling*

Monitoring and sampling will be conducted for two years, beginning second quarter 2013 and extending through the first quarter 2015. Monitoring and sampling activities will continue to be conducted at Central Plume wells in accordance with MRP Order No. R5-2008-0813. In addition, existing and proposed monitoring wells associated with the Western and Southern Plumes will also be monitored and sampled in accordance with the MRP and RFP Exhibits A through D. Sampling of the Western and Southern plume monitoring wells is scheduled to begin third quarter 2013. These additional wells are identified in Treadwell and Rollo's (T&R) February 1, 2011 *Groundwater Monitoring Program Plan for the Western and Southern Plume Areas* (RFP Exhibit B) and subsequent T&R documents.



Per MRP Requirement (b), Page 3, PDB samplers are to be used in all monitoring wells, as such, typical indicator parameters (pH, electrical conductivity, and temperature) normally collected during well purging are not applicable. Per the RFP and Exhibit B of the RFP, depth-to-groundwater will be measured quarterly to the nearest 0.01 foot in all accessible wells (73) and recorded on Stantec's *Groundwater Gauging Form* and *Groundwater Sampling Form for Passive Diffusion Bags* (Examples of these forms are included in the sample report included as Appendix B). It is noteworthy that the RFP indicates groundwater samples will be collected quarterly from 74 wells. Per the MRP and RFP Exhibit B, the total number of wells in the program will be 73; well MW-19 (listed in Table 5 of Exhibit B) was already included in the Central Plume program as a gauge only well. Wells to be sampled each quarter (beginning third quarter 2013) include 41 quarterly, 49 semi-annually, and 69 annually in accordance with the schedule presented below.

SAMPLING FREQUENCY <sup>1</sup>			
	Quarterly	Semi-annually <sup>2</sup>	Annually <sup>3</sup>
Central Plume Wells	G-04; G-05; G-06; G-07; G-08; G-11; G-12; G-13; G-14A; G-15A; G-16A; G-16B; G-17A; G-18A; G-19A; G-24B; G-25A; G-25B; MW-06; MW-09; MW-12; MW-21A; MW-21B; MW-21C; MW-22B; MW-22C; MW-25B; MW-27D; PCP-4	G-24A; MW-23B; MW-23C	G-10; G-14B; G-14C; G-18B; G-25C; MW-08; MW-15; MW-17; MW-24A; MW-24B; MW-24C; MW-25C; MW-26D
Western Plume Wells <sup>4</sup>	WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D	MW-11	
Southern Plume Wells <sup>4</sup>	OS-2, SA-09, SA-10, SMW-1A, SMW-1B	SA-03, SA-06, SA-07,	MW-19, OS-1, SA-01, SA-02, SA-04, SA-05, SA-08
Total Wells Sampled	41	49	69
<p>1 All wells (including G-16C, G-18C, MW-13, MW-16, and MW-18) shall be monitored quarterly for depth to groundwater.</p> <p>2 Wells shall be sampled semi-annually during the first and third quarters.</p> <p>3 Wells shall be sampled annually during the third quarter.</p> <p>4 Western and Southern Plume Wells are scheduled for sampling beginning in third quarter 2013.</p>			

The table above is modified from the MRP and includes information from the monitoring program outlined in Tables 4 and 5 of RFP Exhibit B to indicate the respective number of samples collected during the quarterly, semi-annual, and annual sampling events. The PDB samplers are deployed at depths within the screened intervals a minimum of two weeks prior to sample retrieval to provide adequate time to equilibrate. Typically, the PDBs to be collected in a given quarter will be deployed during the previous quarterly monitoring and sampling event. The PDB deployment depths for Central Plume wells will continue at the same depths as the last four years and the deployment depths for the Western and Southern Plumes will be based on Tables 4 and 5 of RFP Exhibit B. The City currently uses 18-inch length sample bags (variable diameters are available). Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment also to ensure that the sample deployment cables are straight, and the PDB does not lodge in the casing prior the reaching the required depth. The PDB samplers can be procured pre-filled from the manufacturer or may be filled in the field with laboratory-supplied deionized water. Eon Products Inc. and Colombia Analytical Services are the two main suppliers of PDB samplers and suspension equipment.

The PDB sample for a given well is retrieved from the well and immediately dispensed into at least three, laboratory-prepared, 40-milliliter volatile organic analysis (VOA) sample containers with pre-completed sample labels. Appropriate sampling protocol for preparing sample-splits (minimum ten percent duplicates) is employed to maximize reproducibility of analyte concentrations within the three containers and duplicates. The samples are immediately placed in an iced-cooler for delivery under appropriate chain-of-custody protocol to a

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*Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment.*

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California-certified analytical laboratory. The sample collection time and date, sample depth, groundwater depth, depth to well bottom, sampling technician's name, other relevant information, and if a duplicate was collected from the well are recorded on Stantec's *Groundwater Sampling Form for Passive Diffusion Bags*. Depth-to-groundwater is measured prior to PDB retrieval and depth to well bottom measured following PDB retrieval. For costing purposes, Stantec will assume the same level of effort and accessibility to the Western and Southern Plumes wells as has been required during completion of the Central Plume program. Stantec will also assume that any needed access agreements are in place with the owners of the property where the Western and Southern Plume wells are located. Preliminary review of the SA and OS series well locations appear to indicate they are located on private property.

#### ***Task 3 – Analytical Program and Quality Assurance/Quality Control***

The analytical program will be completed in accordance with MRP Order No. R5-2008-0813. Samples will be analyzed by a California-certified analytical laboratory using U.S. Environmental Protection Agency (EPA) sample preparation Method 5030B and EPA analytical Method 8260B. For consistency with previous analytical program, in addition to an 8260B full-spectrum scan, methyl tertiary butyl ether (MTBE), carbon disulfide, and acetone will also be reported.

Quality assurance and quality control (QA/QC) protocol are not specified in the RFP or MRP. In Stantec's PDB sampling programs, typically ten percent of the total number of samples retrieved are analyzed as QA/QC duplicate samples and one trip blank per cooler is also analyzed. Although not required, Stantec also recommends analysis of a representative field blank of the laboratory-grade deionized water within the PDB sampler. In addition to Level II QA/QC procedures used by the analytical laboratory, the relative percent difference (RPD) between the primary and duplicate samples will be calculated and documented in the monitoring reports.

#### ***Task 4 – Data Analysis, Reporting, and GeoTracker Submittal***

Quarterly data analysis, reporting, and GeoTracker submittal will be performed for two years. Stantec currently maintains the City's EQIS chemical database containing historical analytical data for the Central Plume wells. Stantec requests that the City provide Excel files with the historical analytical and depth to groundwater data for the Western and Southern Plume wells to be added to the sampling program in third quarter 2013. These historical data will be added to the City's chemical database and are critical to proper interpretation of analyte concentration trends. Each quarter, the project's California-certified analytical laboratory will provide a GeoTracker compatible Electronic Data Deliverable (EDD) for uploading to GeoTracker and an EQIS compatible EDD for addition to the project database.

Stantec's Information Management Systems Group has prepared a document entitled *Laboratory Standard Operating Procedures*, which details a thorough series of EDD format and quality checks and is provided to the analytical facility. The EDDs will be processed through a rigorous set of electronic quality checks and procedures before being imported into the database. Subsequently, a random ten percent of all samples will be checked for completeness and accuracy against the laboratory PDF and field notes. Another ten percent of the samples will be checked at the peer-review stage. By importing the data electronically and automating the process, data integrity and quality is significantly improved.

A variety of software tools and applications are used by Stantec to create the MRP-required tables and figures for quarterly and annual reports. Our project team determines the best applications and tools for the project dataset, which may include ArcGIS, Manifold, Surfer, Enviroinsite, etc., and which may evolve as new applications are developed. Stantec assumes that all well construction details, historical water elevation, flow, and gradient data for the Western and Southern Plume wells will be provided in Excel files for inclusion in the database and generation of the MRP-required tables. If some of these datasets are not currently available electronically, Stantec may also be able to work with scanned or PDF datasets, however this is not part of the scope as defined in this proposal.



Following the generation and QA/QC of the required tables and figures, Stantec<sup>3</sup> scientists will evaluate the data and prepare the narrative describing sampling methods, QA/QC data, comparisons with regulatory standards, concentration and elevation trends, gradient data, and plume delineation. Quarterly and annual reporting will be completed in accordance with MRP Order No. R5-2008-0813. First, second, and third quarter reports will be submitted by May 1st, August 1st, and November 1st, respectively. The fourth quarter and annual report will be submitted by March 1st. Reports will be submitted to the City in draft form for review by the City two weeks prior to the above submittal dates. Revised reports incorporating mutually agreeable comments will be submitted to the RWQCB within one week of receiving City comments and by the above prescribed submittal dates.

Historical monitoring reports for the Central Plume, submitted prior to second quarter 2009 when Stantec began preparing them, were not in full compliance with MRP requirements. There were several MRP reporting requirements omitted. Most important was Requirement (f), Page 4, which required: "A table showing historical...vertical (if applicable) flow directions and gradients." Chemicals are currently detected in four groundwater zones and vertical gradients control the migration of groundwater contaminants between the different zones. The City has previously installed ten multiple-aquifer well clusters to allow calculation of vertical gradients. These data are critical to evaluating the spatial and temporal concentration trends and monitoring remedial methods. Stantec monitoring reports are in full compliance with the MRP and now include Table 6, *Recent and Historical Vertical Groundwater Gradient Data* and a discussion of vertical gradients.

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*The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements.*

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In compliance with the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30, Stantec's quarterly monitoring reports (and EDD's of quarterly analytical data) will be submitted electronically to the State Water Board GeoTracker database system. In 2009, Stantec reviewed and summarized the City's historical Central Plume EDDs on GeoTracker for missing data. Per the City's request, Stantec worked with the previous analytical laboratory to obtain and upload missing EDDs, bringing the Central Plume site into GeoTracker compliance.

The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements. Stantec will provide an estimated cost to work with the City and T&R to bring these sites into compliance.

The MRP requires summaries of the remedial system performance in the quarterly and annual reports (i.e., MRP Reporting Requirements [i] and [j] and Annual Reporting Requirement [e]). Stantec will continue to work with the City's current remedial consultant that operates the soil vapor extraction (SVE) and groundwater extraction and treatment (GWET) systems to provide the required remedial summary in the quarterly and annual monitoring reports.

As an option for the City, Stantec can deploy a web portal site for project management and data access by the City Project Team. The portal can provide resources to coordinate activities, transfer documents, maintain schedules, etc., and will be enabled for data access and GIS so that the City can query information relating to water levels, field parameters, and laboratory water quality analyses at any time in a user friendly format.

**City of Lodi  
2013-2015  
Monitoring, Sampling, and Reporting Services  
Time and Materials  
Estimated Budget**

CLASSIFICATION	UNITS	RATE	Quarterly Project Management		2nd Qtr 2013 Monitoring & Sampling & Analytical		2nd Qtr 2013 Data Analysis, Reporting, & Geotracker		Remaining Qtrs Monitoring, Sampling & Analytical		Remaining Qtrs Data Analysis, Reporting, & Geotracker		TOTAL ESTIMATED FEES
			Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	
<b>STANTEC LABOR</b>													
Senior (Billing Level 14)	Hour	\$167	6	\$1,002	2	\$334	9	\$1,503	3	\$501	12	\$2,004	
Associate (Billing Level 10)	Hour	\$122	0	\$0	0	\$0	2	\$244	0	\$0	3	\$366	
Project (Billing Level 9)	Hour	\$113	0	\$0	0	\$0	21	\$2,373	0	\$0	22	\$2,486	
Staff (Billing Level 7)	Hour	\$95	2	\$190	2	\$190	2	\$190	3	\$285	3	\$285	
Technician III (Billing Level 6)	Hour	\$87	0	\$0	26	\$2,262	0	\$0	38	\$3,306	0	\$0	
Senior Drafter/GIS (Billing Level 8)	Hour	\$104	0	\$0	0	\$0	10	\$1,040	0	\$0	11	\$1,144	
Admin (Billing Level 5)	Hour	\$80	3	\$240	0	\$0	2.5	\$200	0	\$0	3	\$240	
<b>LABOR COSTS (Per Qtr)</b>				<b>\$1,432</b>		<b>\$2,786</b>		<b>\$6,650</b>		<b>\$4,092</b>		<b>\$6,525</b>	
<b>STANTEC EQUIPMENT</b>													
Water Level Meter	Day	\$30	0	\$0	2	\$60	0	\$0	3	\$90	0	\$0	
Field Vehicle	Day	\$125	0	\$0	2	\$250	0	\$0	3	\$375	0	\$0	
Delineators/Cones/Flags	Day	\$55	0	\$0	2	\$110	0	\$0	3	\$165	0	\$0	
<b>EQUIPMENT COSTS (Per Qtr)</b>				<b>\$0</b>		<b>\$420</b>		<b>\$0</b>		<b>\$630</b>		<b>\$0</b>	
<b>REBILLABLES</b>													
Laboratory (8260) 2nd Qtr 13	Each	\$65	0	\$0	33	\$2,145	0	\$0	0	\$0	0	\$0	
Laboratory (8260) Remaining Qtrs	Each	\$65	0	\$0	0	\$0	0	\$0	59	\$3,835	0	\$0	
Shipping/Postage	Each	\$20	1	\$20	0	\$0	0	\$0	0	\$0	0	\$0	
Mileage	Each	\$0.565	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Deionized Water Fill for PDBs	Each	\$4	0	\$0	30	\$120	0	\$0	53	\$212	0	\$0	
Diffusion sampler	Each	\$18	0	\$0	30	\$540	0	\$0	53	\$954	0	\$0	
<b>REBILLABLES (Per Qtr)</b>	Markup	10%		<b>\$22</b>		<b>\$3,086</b>		<b>\$0</b>		<b>\$5,501</b>		<b>\$0</b>	
<b>TOTAL COST PER 1/4</b>				<b>\$1,454</b>		<b>\$6,292</b>		<b>\$5,550</b>		<b>\$10,223</b>		<b>\$6,525</b>	
<b>ESTIMATED FEE FOR YEAR 1</b>				<b>\$5,816</b>		<b>\$6,292</b>		<b>\$6,650</b>	<b>3Qtrs = \$30,669</b>	<b>3Qtrs = \$19,575</b>			<b>\$67,902</b>
<b>ESTIMATED FEE FOR YEAR 2: % Increase = 2.50%</b>				<b>\$5,961</b>		<b>Not Included</b>			<b>4Qtrs = \$57,154</b>	<b>4Qtrs = \$26,763</b>			<b>\$89,868</b>
<b>TOTAL FEE ESTIMATE FOR TWO YEAR CONTRACT</b>				<b>\$11,777</b>		<b>\$6,292</b>		<b>\$5,550</b>	<b>\$87,823</b>	<b>\$46,328</b>			<b>\$167,770</b>
<b>ESTIMATED FEE FOR YEAR 3: % Increase = 3.00%</b>				<b>\$6,140</b>		<b>Not Included</b>			<b>\$68,869</b>	<b>\$27,555</b>			<b>\$92,564</b>
<b>ESTIMATED FEE FOR YEAR 4: % Increase = 3.00%</b>				<b>\$6,324</b>		<b>Not Included</b>			<b>\$60,635</b>	<b>\$28,382</b>			<b>\$95,341</b>
<b>TOTAL FEE ESTIMATE FOR TWO YEAR EXTENSION</b>				<b>\$12,465</b>		<b>Not Included</b>			<b>\$119,503</b>	<b>\$55,937</b>			<b>\$187,905</b>



## EXHIBIT C

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

- |   |   |
|---|---|
| 1. <b><u>COMPREHENSIVE GENERAL LIABILITY</u></b><br>\$1,000,000 Ea. Occurrence<br><br>\$1,000,000 Aggregate | 2. <b><u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></b><br>\$1,000,000 Bodily Injury - Ea. Person<br>\$1,000,000 Bodily Injury - Ea. Occurrence<br>\$1,000,000 Property Damage - Ea. Occurrence |
| 3. <b><u>PROFESSIONAL LIABILITY</u></b><br>\$1,000,000 Ea. Occurrence                                       |   |

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

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

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

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

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

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

AMENDMENT NO. 1

Stantec Consulting Corporation  
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 12 day of August, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Exhibits 1 and 2, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on 8-12, 2013.

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

STANTEC CONSULTING CORPORATION  
Hereinabove called "CONSULTANT"

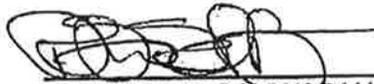
  
 \_\_\_\_\_  
 KONRADT BARTLAM  
 City Manager

  
 \_\_\_\_\_  
 Name:  
 Title: *Managing Senior Geologist*

Attest:

  
 \_\_\_\_\_  
 RANDI JOHL-OLSON, City Clerk

Approved as to Form:

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

## **SCOPE OF SERVICES**

### **Amendment No. 1**

#### **Stantec Consulting Corporation**

Based on project history, Stantec's experience and current understanding of the additional monitoring wells and their sampling history, a variety of out-of scope work will be required to keep the project on track, GeoTracker compliant, present the analytical data in the best light, and keep the Regional Board satisfied. The additional monitoring wells are existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and the new proposed wells WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D, SMW-1A, and SMW-1B. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs and total depths to confirm construction. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the presence or absence and integrity of PDB suspension harnesses in the existing 15 existing Western and Southern plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project. Where present with adequate integrity, confirmation is required of the correct deployment depths for well construction and consistency with Tables 4 and 5 of Regional Board-approved Western and Southern plume monitoring and sampling program.
4. Procurement and deployment of new PDB harnesses as needed for the 15 existing Western and Southern plume wells after determining the specifications of each.
5. Procurement and deployment of new PDB harnesses for the nine (9) proposed new Western and Southern plume wells.
6. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This requires GeoTracker submittal of Field Point Names for existing and new proposed Western and Southern plume wells prior to uploading new or historical data for these wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDF for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. Depending on timing and accuracy of the original survey as well as the capability and availability of the original surveyor to produce a GeoTracker compliant survey EDF, it may be necessary to resurvey these well to produce a properly certified and GeoTracker compliant EDF. Assuming Stantec is provided a provided a

GeoTracker compliant survey EDF of the eastings, northings, and elevations for the nine (9) proposed Western and Southern plume wells these will be uploaded to GeoTracker within the existing proposed budget. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. Providing Stantec these data in electronic data would significantly reduce the cost to upload these data into the project database.

7. Depending on the installation date of the nine (9) new proposed wells, a separate PDB deployment event in advance of the first sampling event for the new and existing Western and Southern plume wells may be required. Installation of the proposed new wells may occur following the regular deployment of PDBs during normal quarterly sampling for retrieval during subsequent quarterly sampling.
8. Additional unanticipated out of scope work as requested by the City.

#### **FEE AND SCHEDULE**

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2013 Central Plume Monitoring/Reporting Services project. Stantec estimates a time and materials budget of \$20,000.00 for this scope of work. Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the recently contracted Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec will establish a separate Out of Scope Work/Well Maintenance Task for these services to track costs associated with the scope of work outlined above and will invoice the City with the regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the existing *Professional Services Agreement* approved by the City Council on April 17, 2013. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

AMENDMENT NO. 2

Stantec Consulting Corporation  
Professional Services Agreement

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 3rd day of ~~August~~ <sup>September</sup>, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, and Amendment No. 1 on August 12, 2013, as set forth in Exhibits 1 and 1A, respectively (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 3 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

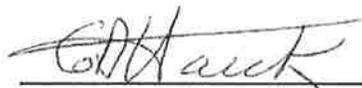
NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement and Amendment No. 1 as Exhibits 1, 1A and 3, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 2 on September 3, 2014.

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

STANTEC CONSULTING CORPORATION  
Hereinabove called "CONSULTANT"

  
 \_\_\_\_\_  
 STEPHEN SCHWABAUER  
 City Manager

  
 \_\_\_\_\_  
 Name: Gary Haeck  
 Title: Managing Senior Geologist

Attest:

  
 \_\_\_\_\_  
 JENNIFER M. ROBISON, City Clerk

Approved as to Form:

  
 \_\_\_\_\_  
 JANICE D. MAGDICH  
 City Attorney

## SCOPE OF SERVICES

### Amendment No. 2

#### Stantec Consulting Services Inc.

Based on the project history and scope of services completed under the August 12, 2013 Amendment No. 1, Stantec's understanding of Western and Southern Plume wells and their sampling history, and the recent Regional Board-requested remedial rebound evaluation sampling, a variety of out-of scope work will be required to keep the project on track, and GeoTracker-compliant. The additional Western and Southern Plume monitoring wells include existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and recently installed nested wells WMW-1A,B,C; WMW-2A,B,C,D; and SMW-1A,B. The rebound sampling will evaluate potential concentration rebound in eight (8) selected Central Plume wells associated with a Board-approved work plan for remedial system shutdown. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the integrity of PDB suspension harnesses in existing Central Plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project based on initial input from T&R/WGR. Additional evaluation is now warranted.
4. Procurement and deployment of new PDB harnesses as needed for Central Plume wells determined to warrant replacement to insure sample integrity and correct deployment depths each.
5. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDD for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. It will be necessary to resurvey these well to produce a properly certified and GeoTracker compliant EDD. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. The Regional Board may also require historical EDFs to be uploaded to GeoTracker, currently only Excel files of historical data have been provided, not EDFs for uploading to GeoTracker.
6. Additional unanticipated out of scope work as requested by the City.
7. Complete a baseline and three (3) monthly remedial-rebound monitoring and sampling events of Central Plume wells G-04, G-05, G-06, G-08, G-10, G-15A, MW-09, and extraction well EW-6. The sampling will evaluate potential concentration rebound in the Central Plume associated with the Board-approved work plan for remedial system shutdown and evaluation monitoring.

**Amendment No. 2**  
**Stantec Consulting Services Inc.**

**FEE AND SCHEDULE**

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2014 Monitoring and Reporting Services project and the associated August 12, 2013 Amendment No. 1. Stantec reviewed the costs incurred to date for Out of Scope work completed under Amendment No. 1. It was determined that much of the incurred cost to date were "Additional unanticipated out of scope work" included under Item No. 6 above. Stantec estimates a time and materials budget of \$12,000.00 for the scope of work outlined under Item No. 1 through Item No. 6 above. Based on Stantec's understanding of the Board-requested remedial system shutdown and evaluation monitoring program (Item No. 7), Stantec estimates a time and materials budget of \$7,000.00 for the remedial rebound evaluation monitoring. Stantec is therefore requesting a total estimated Amendment No. 2 budget of \$19,000.00.

Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec previously established a separate Out of Scope Work/Well Maintenance task (Task 5) and has been tracking and invoicing associated costs under Task 5. Stantec will continue to track and invoice costs for services outlined above (Item No. 1 through Item No. 6) under Task 5 in regular monthly invoices for this project. Stantec will also establish Task 6 (Remedial Rebound Monitoring) for tracking and invoicing the cost of services associated with the remedial rebound evaluation monitoring. All work will be completed in accordance with the terms and conditions of the existing April 30, 2013 *Agreement for Consulting Service*, and the above scope of services. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

AMENDMENT NO. 3

Stantec Consulting Corporation  
Professional Services Agreement

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 8<sup>th</sup> day of July, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, Amendment No. 1 on August 20, 2013, and Amendment No. 2 on September 3, 2014 as set forth in Exhibits 1, 1A, and 1B respectively (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 3 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3, as Exhibits 1, 1A, 1B and 3, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 3 on July 8, 2015.

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

STANTEC CONSULTING CORPORATION  
Hereinabove called "CONSULTANT"

  
STEPHEN SCHWABAUER  
City Manager

  
Name: Gary Haeck  
Title: Managing Senior Geologist

Attest:

  
JENNIFER M. FERRAIOLO, City Clerk

Approved as to Form:

  
for JANICE D. MAGDICH  
City Attorney



Stantec Consulting Services Inc.  
3017 Kilgore Road Suite 100, Rancho Cordova CA 95670-6150

May 27, 2015  
File: 185703090

**Attention: Mr. F. Wally Sandelin, Director**  
City of Lodi Public Works Department  
221 West Pine Street  
Lodi, California 95240

Dear Mr. Sandelin,,

**Reference: Request for Contract Amendment No. 3  
On-Call Environmental Services  
Central, Western, and Southern Plume  
Groundwater Monitoring and Reporting Services Project  
Lodi, California.**

At the direction of the City of Lodi (the City), Stantec Consulting Services Inc. (Stantec) submits this request for Contract Amendment Number 3 to the April 30, 2013 Agreement for Consulting Services to fund necessary and related out-of-scope, on-call environmental services for the above-referenced project. Amendment No. 3 provides funding to complete on-call services not included in the scope of work for the Groundwater Monitoring and Reporting Services project (Project).

## **BACKGROUND**

The Project was most recently contracted under the April 30, 2013 *Agreement for Consulting Services* (Contract) for the two-year period from second quarter 2013 through first quarter 2015. The Contract included a provision for an optional two-year extension (second quarter 2015 through first quarter 2017), which the City extended on April 14, 2015. The Contract included a limited scope of work consisting of collecting groundwater samples, depth-to-water measurements, and submission of groundwater reports. Completion of Project work often requires additional services as requested by the City that were not included in the approved budget. Costs for such out-of-scope work is tracked by a separate Project task, Task 5 - Out-of-scope Work, and invoiced under Task 5 within the regular monthly invoices. A generalized description of the scope of services to be completed under Task 5, Out-of-scope Work, is provided below.

## **SCOPE OF SERVICES**

Based on project history, Regional Board requests for additional work, San Joaquin County requests for information, and out-of-scope work previously requested by the City, a variety of out-of-scope work will be required to keep the project on track and compliant with Regional Board requirements.



May 27, 2015

**Attention: Mr. F. Wally Sandelin, Director**

Page 2 of 3

**Reference: Request for Contract Amendment No. 3**

Necessary out-of-scope work would include but is not limited to the following.

- Ongoing well maintenance and repairs, as well as well-box replacements as needed on the current Central, Western, and Southern Plumes monitoring well network of 71 monitoring wells.
- Procurement of required permits and coordination with San Joaquin County to complete the above work and coordinate county-required inspections of completed work.
- Ongoing evaluation and replacement of passive diffusion bag (PDB) suspension tethers as needed to insure sample integrity and correct deployment depths.
- Continued coordination with the City's engineering staff in connection with issues associated with the repair of monitoring well casings on nested well NMW-1A,B,C.
- Procurement and deployment of new PDB harnesses needed for Central Plume nested wells NMW-1A,B,C to insure sample integrity, correct deployment depth, and compliance with Regional Board requirements for the sampling program.
- Coordination with City engineering staff and its well installation contractor and surveyor to obtain correctly formatted survey data for well NMW-1A,B,C and upload GeoTracker-compliant survey data to the GeoTracker database system.
- Additional unanticipated out-of-scope work as requested by the City.

**FEE AND SCHEDULE**

The scope of services outlined above is based on Stantec's experience completing similar out-of-scope work on the Project from 2009 through 2015. Stantec estimates a time and materials budget of \$15,000.00 for the above scope of work during second quarter 2015 through first quarter 2016.

Stantec will perform these services in the most cost efficient manner possible. Additional out-of-scope work may be required and additional out-of-scope services may be requested by the City. As discussed above, Stantec will establish a separate Out-of-scope Work task (Task 5) and track and invoice costs for services outlined above under Task 5 in regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the April 30, 2013 *Agreement for Consulting Services* and the attached rate sheet. Stantec will perform the services on a mutually agreeable schedule as dictated by the evolution of the project and the City's needs.



May 27, 2015

**Attention: Mr. F. Wally Sandelin, Director**

Page 3 of 3

**Reference: Request for Contract Amendment No. 3**

Please contact Gary Haeck if you have any questions.

Sincerely,

**Stantec Consulting Services, Inc.**

Sandra Pimienta, P.G.  
Senior Geologist

Gary D. Haeck, Ph.D., P.G.  
Managing Senior Geologist  
Phone: (916) 384-0768  
Fax: (916) 861-0430  
Gary.Haeck@stantec.com

Attachments: Task Order Number 7  
Rate Schedule

gdh c:\users\gary haeck\documents\work\lodi m&s ammendment #3 2016-17 scope of services.docx

**RATE SCHEDULE  
ENVIRONMENTAL PRACTICE AREA**

**STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS**  
**(Page 1 of 3)**

Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

LEVEL	HRLY RATE	DESCRIPTION
1 2 3	\$52 \$59 \$65	<b>Generally Not applicable to the Southern California Market</b> <ul style="list-style-type: none"> <li>May on occasion be appropriate for intern and clerical support.</li> </ul>
4 5 6	\$72 \$80 \$87	<b>Clerical, Interns, &amp; Field/Lab Techs</b> <ul style="list-style-type: none"> <li>Assists Office Administrators, Engineers, Designers, and field staff with clerical and routine entry level tasks.</li> </ul>
7 8 9	\$95 \$104 \$113	<b>Junior-level position, Administrative,</b> <ul style="list-style-type: none"> <li>Independently carries out assignments of limited scope using standard procedures, methods and techniques</li> <li>Assists senior staff in carrying out more advanced procedures</li> <li>Completed work is reviewed for feasibility and soundness of judgment</li> <li>Recent graduate from an appropriate post-secondary program or equivalent.</li> </ul>
10 11 12	\$122 \$133 \$144	<b>Professional level positions</b> <ul style="list-style-type: none"> <li>Carries out assignments requiring general familiarity within a broad field of the respective profession</li> <li>Makes decisions by using a combination of standard methods and techniques</li> <li>Actively participates in planning to ensure the achievement of objectives</li> <li>Works independently to interpret information and resolve difficulties</li> <li>Provides applied professional knowledge and initiative in planning and coordinating work programs</li> </ul>
13 14 15	\$156 \$167 \$177	<b>Highly-specialized technical professional or project supervisor</b> <ul style="list-style-type: none"> <li>Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>Participates in short and long range planning to ensure the achievement of objectives</li> <li>Makes responsible decisions on all matters, including work methods, and financial controls associated with projects</li> <li>Decisions accepted as technically accurate</li> <li>Reviews and evaluates technical work</li> </ul>
16 17	\$196 \$231	<b>Senior level consultant or management function</b> <ul style="list-style-type: none"> <li>Recognized as an authority in a specific field with qualifications of significant value</li> <li>Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>Independently conceives programs and problems for investigation</li> <li>Participates in discussions to ensure the achievement of program and/or project objectives</li> <li>Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects</li> </ul>
18 19	\$272 \$357	<b>Senior level management position</b> <ul style="list-style-type: none"> <li>Recognized as an authority in a specific field with qualifications of significant value</li> <li>Responsible for long range planning within a specific area of practice or region</li> <li>Makes decisions which are far reaching and limited only by objectives and policies of the organization</li> <li>Plans/approves projects requiring significant human resources or capital investment</li> <li>Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>Generally, fifteen years experience with extensive professional and management experience</li> </ul>

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

**STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS**

(Page 2 of 3)

**Other Direct Disbursements:**

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +10%
Travel/Per Diem	Actual Cost +10%
Per Diem	\$ 150/day
Capital Purchases and Expendable Materials	Actual Cost +10%
Postage and Shipping	Actual Cost +10%
Standard Field Equipment	(See Attached Schedule)

**Standard Field Equipment:**

Standard Field Equipment	Rate
Air Sampling Equipment	\$45/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/each
Bailer – Quick E-Bailer System	\$85/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$55/each
Digital Camera	\$25/day
Draeger Sampler (tubes not included)	\$30/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$25/day
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$125/day
Field Vehicle – Sampling Truck	\$250/day
Field Vehicle – Truck/Van	\$150/day
Flame Ionization Detector (FID)	\$130/day
Generator	\$60/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.25/pair
Gloves – Kevlar Under Glove	\$5.00/pair
H&S – Level B Safety Equipment	\$165/day
H&S – Level C Safety Equipment	\$85/day
H&S – Level D Safety Equipment	\$50/day
H&S – Traffic Control Equipment	\$55/day
Hand Auger	\$30/day
Large Equipment & System – Caterpillar D4 Bulldozer	\$250/day
Large Equipment & Systems – Dual Phase Extraction Treatment (DPET)	\$200/day
Large Equipment & Systems – Soil Vapor Extraction System	\$100/day
Low Flow Purge/Sampling System	\$80/day
Meter – Oil/Water Interface	\$55/day
Meter – Anemometer	\$25/day
Meter – CO	\$65/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day

**STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS**  
 (Page 3 of 3)

Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Flow	\$30/day
Meter – H2S Detector	\$80/day
Meter – LEL/O2	\$80/day
Meter – Magnehelic (Gauge)	\$35/day
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$45/day
Meter – Multimeter	\$110/day
Meter – O2/CO2	\$110/day
Meter – ORP	\$25/day
Meter – Other	quote/day
Meter – Ozone	\$25/day
Meter – pH/Temp/Conductivity	\$25/day
Meter – Turbidity	\$70/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$30/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$25/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$50/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump - Trash	\$35/day
Pump – Well Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – GPS	\$150/day
Survey Equipment – Laser Plane Level & Receiver	\$200/day
Transducer	\$30/each
Tedlar Bag	\$15/each



**Stantec Consulting Services Inc.**  
3017 Kilgore Road Suite 100, Rancho Cordova CA 95670-6150

May 2, 2016  
File: 185703090

**Attention: Mr. Andrew Richle, Water Plant Superintendent**

Department of Public Works  
2001 West Turner Road  
Lodi, California 95240

Dear Mr. Richle,

**Reference: Request for Contract Amendment No. 4**

Additional Services for Northern Plume  
Central, Western, Southern, and Northern Plumes  
Groundwater Monitoring and Reporting Services Project  
Lodi, California.

At the direction of the City of Lodi (the City), Stantec Consulting Services Inc. (Stantec) submits this request for Contract Amendment Number 4 to the April 30, 2013 *Agreement for Consulting Services* for the above-referenced project. Amendment No. 4 provides funding to perform additional sampling and reporting services associated with including Northern Plume wells to the scope of work for the Groundwater Monitoring and Reporting Services project (Project). Amendment No. 4 additionally provides funding for on-call services to cover out-of-scope environmental services for the above-referenced project not covered in the Groundwater Monitoring and Reporting scope of services.

**BACKGROUND**

The current Project was contracted under the April 30, 2013 *Agreement for Consulting Services* (Agreement) for the two-year period from second quarter 2013 through first quarter 2015. The 2013 Agreement included an optional two-year extension provision; the City executed the April 14, 2015 *Contract Extension Agreement* (Extension) for the two year period from second quarter 2015 through first quarter 2017. The Agreement and Extension included a limited scope of work consisting of collecting groundwater samples, depth-to-water measurements, and submission of groundwater reports. At the City's request, the Agreement was amended three times with *Amendment No. 1* on August 20, 2013, *Amendment No. 2* on September 3, 2014, and *Amendment No. 3* on July 8, 2015. These amendments were to fund City-requested services not included in the Agreement's limited scope of work. Costs for such out-of-scope work have been tracked in Project Task 5 - Out-of-Scope Work, and invoiced under Task 5 within the regular monthly invoices.

In accordance with the Regional Water Quality Control Board's (RWQCB) August 27, 2014 *Review of Proposed Northern Plume Monitoring Well Location* letter to the City, additional sampling and reporting on Northern Plume wells is required on the Project. These include recently-completed monitoring wells NMW-1A, NMW-1B, and NMW-1C, as well as existing monitoring wells MW-2 and MW-5. Amendment No. 4 provides additional budget to complete the additional RWQCB-



May 2, 2016

**Mr. Andrew Richle, Water Plant Superintendent**

Page 2 of 9

**Reference: Request for Contract Amendment No. 4**

Additional Services for Northern Plume  
Central, Western, Southern, and Northern Plumes  
Groundwater Monitoring and Reporting Services Project  
Lodi, California.

required monitoring, sampling, and reporting on these wells. The Northern Plume wells monitoring and sampling results will be included within new sections of the current reports submitted to the RWQCB. A generalized description of the scope of services to be completed for the five Northern Plume wells is provided below.

### **SCOPE OF SERVICES**

The scope of services for second quarter 2016 through first quarter 2017 included in Amendment No. 4 is that required to monitor and sample the additional five Northern Plume monitoring wells (NMW-1A, NMW-1B, NMW-1C, MW-2, and MW-5) every quarter. It also includes additional reporting efforts to present the results on the Northern Plume wells during this period. In general these additional services and or costs for the Northern Plume wells are required:

- Monitoring depth-to-water in the five Northern Plume wells.
- Deploying passive diffusion bag (PDB) samplers in the five Northern Plume wells,
  - PDB deployment must occur a minimum of two-weeks prior to PDB retrieval and sampling to allow for equilibration with the groundwater; typically deployment completed during the previous quarters sampling event.
- Retrieve PDBs and collect groundwater samples from five Northern Plume wells.
- Submit the five Northern Plume well samples on a separate chain of custody form to the analytical laboratory (Pace Analytical Services, Inc.) for required analyses.
- Calculate the groundwater elevations for the five Northern Plume wells.
- Calculate the vertical gradient between wells NMW-1A and NMW-1C.
- Present monitoring and sampling results from the five Northern Plume wells in separate sections within the quarterly *Groundwater Monitoring Report (GMR)*:
  - Submit draft GMRs to the City two-weeks prior to the RWQCB-submittal date for review and comment.
  - Incorporate mutually agreeable edits into the GMRs and submit to the RWQCB.
  - Upload to the Northern Plume GeoTracker site the quarterly electronic data files (EDFs) for the five Northern Plume wells.
  - Upload the quarterly GMRs to the Northern Plume GeoTracker site.



May 2, 2016

**Mr. Andrew Richle, Water Plant Superintendent**

Page 3 of 9

**Reference: Request for Contract Amendment No. 4**

Additional Services for Northern Plume  
Central, Western, Southern, and Northern Plumes  
Groundwater Monitoring and Reporting Services Project  
Lodi, California.

Necessary out-of-scope work would include but is not limited to the following.

- Ongoing well maintenance and repairs, as well as well-box replacements as needed on the current Central, Western, Southern, and Northern Plumes monitoring well network of 71 monitoring wells.
- Procurement of required permits and coordination with San Joaquin County to complete the above work and coordinate county-required inspections of completed work.
- Ongoing evaluation, procurement, and replacement of passive diffusion bag (PDB) suspension tethers as needed to insure sample integrity and correct deployment depths.
- Continued coordination with the City and with Langan in connection with issues and data acquisition associated with adding the Northern Plume nested wells NMW-1A,B,C; and existing Northern Plume wells MW-2 and MW-5 to the current reporting program.
- Out-of-scope work associated with setting up the database to include the Northern Plume wells in figures and tables within the quarterly monitoring reports.
- Necessary uploads and additions to the new GeoTracker Northern Plume website (Global ID # T10000002895) to allow future Northern Plume data to GeoTracker.
- Coordination with San Joaquin County (SJC) to provide analytical results for nested wells NMW-1A,B,C as requested by SJC to insure cross-contamination has not occurred.
- Additional unanticipated out-of-scope work as requested by the City.

**FEE AND SCHEDULE**

The scope of services outlined above for the addition of the Northern Plume wells into the monitoring, sampling and reporting program is based on Stantec's experience completing similar work on the Project from 2009 through 2016. Stantec estimates a time and materials budget of \$5,495 for the above scope of work during second quarter 2016 through first quarter 2017. This amendment increases the current budget of \$81,115 for second quarter 2016 through first quarter 2017 to \$86,610, per the attached estimated budget.

The scope of service for out-of-scope work outlined above is based on Stantec's experience completing similar out-of-scope work on the Project from 2009 through 2015. Stantec estimates a



May 2, 2016

**Mr. Andrew Richle, Water Plant Superintendent**

Page 4 of 9

**Reference: Request for Contract Amendment No. 4**

Additional Services for Northern Plume  
Central, Western, Southern, and Northern Plumes  
Groundwater Monitoring and Reporting Services Project  
Lodi, California.

time and materials budget of \$15,000.00 for the above scope of work during second quarter 2016 through first quarter 2017.

The total requested budget for Contract Amendment No. 4 is **\$101,610**.

Stantec will perform these services in the most cost efficient manner possible. Additional out-of-scope work may be required or additional out-of-scope services may be requested by the City. As discussed above, Stantec will utilize a separate Out-of-scope work task (Task 5) and track and invoice costs for services outlined above under Task 5 within regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the April 30, 2013 *Agreement for Consulting Services* and the attached rate sheet.

Please contact Matthew Battin if you have any questions.

Sincerely,

**Stantec Consulting Services, Inc.**

A handwritten signature in blue ink that reads "Matthew P. Battin".

Matthew Battin  
Associate Scientist  
Phone: (916) 402-7176  
Fax: (916) 861-0430  
Matthew.Battin@stantec.com

A handwritten signature in blue ink that reads "Dan Schreiner".

Dan Schreiner, P.G.  
Senior Geologist  
Phone: (916) 626-7882  
Fax: (916) 861-0430  
Dan.Schreiner@stantec.com

Attachments: Addition of Northern Plume Wells to M&S Program, Estimated Budget  
Rate Schedule, Environmental Practice Area

bm v:\1857\active\185703090\01\_management\proposal\2013-2015 gw proposal\2015-2017 opt contract ext\contract amnd #4 nplume wells\20160502\_185703090\_lodi\_m&s\_amnd\_#4\_2016-17\_final.docx

**CONTRACT AMENDMENT NO. 4  
APRIL 2016  
ESTIMATED BUDGET**

**Contract Amendment No. 4**

April 2016

**Exhibit A**

**City of Lodi  
Central, Western, Southern, and Northern Plumes  
Monitoring, Sampling, and Reporting Services  
Time and Materials  
Estimated Budget**

CLASSIFICATION	UNITS	RATE	Task 1 Project Management		Task 2 Monitoring & Sampling & Analytical		Task 3 Data Analysis, Reporting, & GeoTracker		TOTAL COST	
			Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars
<b>LABOR ALLOCATION</b>										
<b>STANTEC LABOR</b>										
Principal - Level 16	hour	\$196	0	\$0	0	\$0	0	\$0	0	\$0
Senior - Level 14	hour	\$167	7	\$1,169	5	\$835	14	\$2,338	26	\$4,342
Associate - Level 10	hour	\$122	0	\$0	0	\$0	3	\$366	3	\$366
Project - Level 9	hour	\$113	0	\$0	0	\$0	22	\$2,486	22	\$2,486
Senior Drafter/GIS - Level 8	hour	\$104	0	\$0	0	\$0	11	\$1,144	11	\$1,144
Staff - Level 7	hour	\$95	3	\$285	5	\$475	3	\$285	11	\$1,045
Staff - Level 6	hour	\$87	0	\$0	40	\$3,480	0	\$0	40	\$3,480
Tech/Admin - Level 5	hour	\$80	3	\$240	0	\$0	3	\$240	6	\$480
<b>LABOR ALLOCATION (per quarter)</b>			<b>13</b>	<b>\$1,694</b>	<b>50</b>	<b>\$4,790</b>	<b>56</b>	<b>\$6,859</b>	<b>119</b>	<b>\$13,343</b>
<b>EXPENSES ALLOCATION</b>										
<b>STANTEC EQUIPMENT</b>										
Field Vehicle	day	\$125	0	\$0	3	\$375	0	\$0	3	\$375
Delineators/Cones/Flags	day	\$55	0	\$0	3	\$165	0	\$0	3	\$165
Water Level Meter	day	\$30	0	\$0	3	\$90	0	\$0	3	\$90
<b>EQUIPMENT COSTS (per quarter)</b>				<b>\$0</b>	<b>\$630</b>	<b>\$0</b>	<b>\$630</b>	<b>\$0</b>	<b>\$630</b>	<b>\$630</b>
<b>REBILLABLES</b>										
Shipping/Postage	each	\$20	1	\$20	0	\$0	0	\$0	1	\$20
Analytical Laboratory (8260B)	each	\$68	0	\$0	60	\$4,080	0	\$0	60	\$4,080
PDB Deionized Water Fill	each	\$4	0	\$0	51	\$204	0	\$0	51	\$204
PDB sampler	each	\$20	0	\$0	51	\$1,020	0	\$0	51	\$1,020
PDB sampler (NMW-1A,B,C)	each	\$30	0	\$0	3	\$90	0	\$0	3	\$90
<b>SUBTOTAL REBILLABLES</b>				<b>\$20</b>	<b>\$5,394</b>	<b>\$0</b>	<b>\$5,394</b>	<b>\$0</b>	<b>\$5,394</b>	<b>\$5,414</b>
<b>TOTAL EXPENSE ALLOCATION</b>		Markup	10%	<b>\$22</b>	<b>\$6,563</b>	<b>\$0</b>	<b>\$6,563</b>	<b>\$0</b>	<b>\$6,585</b>	<b>\$6,585</b>
<b>TOTAL COSTS (per quarter)</b>				<b>\$1,716</b>	<b>\$11,353</b>	<b>\$6,859</b>	<b>\$19,928</b>	<b>\$6,859</b>	<b>\$19,928</b>	<b>\$19,928</b>
<b>Approved Fee Est. for Year 3 (2Q15-1Q16)</b>				<b>\$6,140</b>	<b>\$45,057</b>	<b>\$27,555</b>	<b>\$78,752</b>	<b>\$27,555</b>	<b>\$78,752</b>	<b>\$78,752</b>
<b>Approved Fee Est. for Year 4 (2Q16-1Q17)</b>				<b>\$6,324</b>	<b>\$46,409</b>	<b>\$28,382</b>	<b>\$81,115</b>	<b>\$28,382</b>	<b>\$81,115</b>	<b>\$81,115</b>
<b>Approved total fee estimate for 2-year Extension (2Q15-1Q17)</b>				<b>\$12,465</b>	<b>\$91,465</b>	<b>\$55,937</b>	<b>\$159,867</b>	<b>\$55,937</b>	<b>\$159,867</b>	<b>\$159,867</b>
<b>Est. Fee: Northern Plume Contract Amendment #4</b>				<b>\$1,137</b>	<b>\$2,909</b>	<b>\$1,450</b>	<b>\$5,495</b>	<b>\$1,450</b>	<b>\$5,495</b>	<b>\$5,495</b>
<b>Est. Fee: Year 4 (2Q16-1Q17) includes N. Plume Contr. Amnd. #4</b>				<b>\$7,462</b>	<b>\$49,317</b>	<b>\$29,831</b>	<b>\$86,610</b>	<b>\$29,831</b>	<b>\$86,610</b>	<b>\$86,610</b>

**RATE SCHEDULE  
ENVIRONMENTAL PRACTICE AREA**

**STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS**

(Page 1 of 3)

Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

LEVEL	HRLY RATE	DESCRIPTION
1 2 3	\$52 \$59 \$65	<b>Generally Not applicable to the Southern California Market</b> <ul style="list-style-type: none"> <li>• May on occasion be appropriate for intern and clerical support.</li> </ul>
4 5 6	\$72 \$80 \$87	<b>Clerical, Interns, &amp; Field/Lab Techs</b> <ul style="list-style-type: none"> <li>• Assists Office Administrators, Engineers, Designers, and field staff with clerical and routine entry level tasks.</li> </ul>
7 8 9	\$95 \$104 \$113	<b>Junior-level position, Administrative,</b> <ul style="list-style-type: none"> <li>• Independently carries out assignments of limited scope using standard procedures, methods and techniques</li> <li>• Assists senior staff in carrying out more advanced procedures</li> <li>• Completed work is reviewed for feasibility and soundness of judgment</li> <li>• Recent graduate from an appropriate post-secondary program or equivalent.</li> </ul>
10 11 12	\$122 \$133 \$144	<b>Professional level positions</b> <ul style="list-style-type: none"> <li>• Carries out assignments requiring general familiarity within a broad field of the respective profession</li> <li>• Makes decisions by using a combination of standard methods and techniques</li> <li>• Actively participates in planning to ensure the achievement of objectives</li> <li>• Works independently to interpret information and resolve difficulties</li> <li>• Provides applied professional knowledge and initiative in planning and coordinating work programs</li> </ul>
13 14 15	\$156 \$167 \$177	<b>Highly-specialized technical professional or project supervisor</b> <ul style="list-style-type: none"> <li>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Participates in short and long range planning to ensure the achievement of objectives</li> <li>• Makes responsible decisions on all matters, including work methods, and financial controls associated with projects</li> <li>• Decisions accepted as technically accurate</li> <li>• Reviews and evaluates technical work</li> </ul>
16 17	\$196 \$231	<b>Senior level consultant or management function</b> <ul style="list-style-type: none"> <li>• Recognized as an authority in a specific field with qualifications of significant value</li> <li>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Independently conceives programs and problems for investigation</li> <li>• Participates in discussions to ensure the achievement of program and/or project objectives</li> <li>• Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects</li> </ul>
18 19	\$272 \$357	<b>Senior level management position</b> <ul style="list-style-type: none"> <li>• Recognized as an authority in a specific field with qualifications of significant value</li> <li>• Responsible for long range planning within a specific area of practice or region</li> <li>• Makes decisions which are far reaching and limited only by objectives and policies of the organization</li> <li>• Plans/approves projects requiring significant human resources or capital investment</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, fifteen years experience with extensive professional and management experience</li> </ul>

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

**STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS**  
**(Page 2 of 3)**

**Other Direct Disbursements:**

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +10%
Travel/Per Diem	Actual Cost +10%
Per Diem	\$ 150/day
Capital Purchases and Expendable Materials	Actual Cost +10%
Postage and Shipping	Actual Cost +10%
Standard Field Equipment	(See Attached Schedule)

**Standard Field Equipment:**

Standard Field Equipment	Rate
Air Sampling Equipment	\$45/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/each
Bailer – Quick E-Bailer System	\$85/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$55/each
Digital Camera	\$25/day
Draeger Sampler (tubes not included)	\$30/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$25/day
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$125/day
Field Vehicle – Sampling Truck	\$250/day
Field Vehicle – Truck/Van	\$150/day
Flame Ionization Detector (FID)	\$130/day
Generator	\$60/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.25/pair
Gloves – Kevlar Under Glove	\$5.00/pair
H&S – Level B Safety Equipment	\$165/day
H&S – Level C Safety Equipment	\$85/day
H&S – Level D Safety Equipment	\$50/day
H&S – Traffic Control Equipment	\$55/day
Hand Auger	\$30/day
Large Equipment & System – Caterpillar D4 Bulldozer	\$250/day
Large Equipment & Systems – Dual Phase Extraction Treatment (DPET)	\$200/day
Large Equipment & Systems – Soil Vapor Extraction System	\$100/day
Low Flow Purge/Sampling System	\$80/day
Meter – Oil/Water Interface	\$55/day
Meter – Anemometer	\$25/day
Meter - CO	\$65/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day

**STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS**  
**(Page 3 of 3)**

**Standard Field Equipment (continued):**

<b>Standard Field Equipment</b>	<b>Rate</b>
Meter – Flow	\$30/day
Meter – H2S Detector	\$80/day
Meter – LEL/O2	\$80/day
Meter – Magnehelic (Gauge)	\$35/day
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$45/day
Meter – Multimeter	\$110/day
Meter – O2/CO2	\$110/day
Meter – ORP	\$25/day
Meter – Other	quote/day
Meter – Ozone	\$25/day
Meter – pH/Temp/Conductivity	\$25/day
Meter – Turbidity	\$70/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$30/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$25/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$50/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump - Trash	\$35/day
Pump – Well Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – GPS	\$150/day
Survey Equipment – Laser Plane Level & Receiver	\$200/day
Transducer	\$30/each
Tedlar Bag	\$15/each

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

**CITY OF LODI  
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	5/9/2016
4. DEPARTMENT/DIVISION:	Public Works		

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

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	593		32205	Fund Balance	\$ 20,495.00
B. USE OF FINANCING	593	59399000	77020	Capital Projects	\$ 20,495.00

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

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

Amendment 4 with Stantec Consulting for sampling, reporting and on-call out of scope services.

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

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

Department Head Signature: 

**8. APPROVAL SIGNATURES**

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

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

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., OF RANCHO CORDOVA, FOR SAMPLING, REPORTING, AND ON-CALL OUT-OF-SCOPE SERVICES AND FURTHER APPROPRIATING FUNDS

WHEREAS, on April 17, 2013, City Council approved a Professional Services Agreement with Stantec Consulting Services, Inc., to provide groundwater monitoring and monitoring well maintenance services for the Central, Western, and Southern plumes. On August 7, 2013, City Council approved Amendment No. 1; on August 20, 2014, Amendment No. 2; and on June 17, 2015, Amendment No. 3; and

WHEREAS, Stantec has been providing related services to the City for the past seven years with excellent results; and

WHEREAS, the scope of services for Amendment No. 4 extends into the third year of the Professional Services Agreement and includes monitoring and sampling of five additional wells associated with the Northern Plume, in addition to other City-requested out-of-scope services; and

WHEREAS, staff recommends approving Amendment No. 4 to the Stantec Professional Services Agreement to provide these services on a time-and-materials basis for an amount not to exceed \$20,495.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 4 to the Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, California, for sampling, reporting, and on-call out-of-scope services, at a total cost not to exceed \$20,495; and

BE IT FURTHER RESOLVED that funds in the amount of \$20,495 be appropriated from PCE/TCE Cleanup Funds.

Dated: June 1, 2016

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Awarding Three-Year Professional Services Agreement for Electronic Content Management System, Software Support, and Implementation Services using Laserfiche Software to Complete Paperless Solutions, of Anaheim (\$30,114 / Annual Maintenance of \$4,560), Authorizing the City Clerk to Execute Two One-Year Extensions, and Appropriating Funds (CLK)

**MEETING DATE:** June 1, 2016

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Adopt resolution awarding a three-year Professional Services Agreement for Electronic Content Management System, Software Support, and Implementation Services using Laserfiche Software to Complete Paperless Solutions, of Anaheim, in the amount of \$30,114 (implementation cost) and annual maintenance of \$4,560, authorizing the City Clerk to execute two one-year extensions, and appropriating funds.

**BACKGROUND INFORMATION:** Since the early 2000s, Lodi has managed an in-house electronic content management system, known commonly as e-Records, which provides staff and public access to records such as minutes, resolutions, ordinances, Council Communications, campaign statements, and budgets. Over the last two years, the system has been steadily failing: users are often unable to access the system; only partial search results are returned; and staff is unable to enter current data because many of the features, such as indexing and optical character recognition searches, no longer function properly.

At the 2015 City Council goal-setting session, the e-Records replacement project was listed as a priority goal of the City Clerk’s Office. A Request for Information was posted on the City website and approximately 38 vendors were directly notified of the posting. Proposals were received from the following five firms:

Vendor Name	Product
ECS Imaging, Inc.	Laserfiche
Complete Paperless Solutions (CPS)	Laserfiche
Hines EDM	Contentverse
NEKO Industries	OnBase
WAVE Technology Solutions Group	EMC & Lexmark

A selection committee composed of four City staff independently evaluated the proposals based upon the following criteria: qualifications and experience of the firm; financial stability and price; and technical resources, work plan, and training programs. While price was not the sole determining factor, implementation costs ranged from a high of \$133,000 to a low of \$23,000\*, with most quoting 20 percent of the software cost for the annual maintenance fee.

*\*Proposals varied on the number of concurrent licensing packages, which could cause a final cost to increase or decrease based on staff’s desired licensing needs.*

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

In addition to independent evaluations, the top two vendors provided on-site demonstrations to approximately 10 staff members representing the City Clerk's Office, Information Technology Services, and a variety of departments, many of whom are frequent users of the current e-Records system. Final price quotes were requested of both vendors, based on discussions and outcome of the demonstrations, in order to compare similar proposals.

Staff recommends awarding a Professional Services Agreement to Complete Paperless Solutions for a three-year contract and the ability to execute two one-year extensions. The Agreement will provide four named user licenses (three for the Clerk's Office and one for Information Technology) and 10 concurrent licenses for staff and public, as well as system set up and data migration, built-in records retention and destruction notification, workflow and form creation capabilities, training, and support services. Initial cost to implement the program is \$30,114, with an ongoing annual maintenance fee of 20 percent of the software cost (\$4,560).

**FISCAL IMPACT:** System implementation is \$30,114 with annual maintenance at 20 percent of software cost, \$4,560. Total cost over five years is \$48,354.

**FUNDING AVAILABLE:** Funding for implementation is in the City Clerk's budget (10005000) for Fiscal Year 2015/16 and will be transferred to the Equipment Replacement Fund by the attached Appropriation Request. Future annual maintenance will be included in the City Clerk's budget.

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Jordan Ayers, Deputy City Manager

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Jennifer M. Ferraiolo  
City Clerk

JMF/pf

Attachments

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and COMPLETE PAPERLESS SOLUTIONS, LLC, a California Limited Liability Corporation, (CPS) (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for Electronic Content Management System, Software Support, and Implementation Services using Laserfiche Software (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

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

#### **Section 2.2 Time For Commencement and Completion of Work**

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

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

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

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on June 15, 2016 and terminates upon the completion of the Scope of Services or on June 30, 2019, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days

written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

### **ARTICLE 3 COMPENSATION**

#### **Section 3.1 Compensation**

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

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

#### **Section 3.2 Method of Payment**

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

#### **Section 3.3 Costs**

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

#### **Section 3.4 Auditing**

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

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

**Section 4.2 ADA Compliance**

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

**Section 4.3 Indemnification and Responsibility for Damage**

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

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

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

**Section 4.8 Notices**

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

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

To CONTRACTOR: Complete Paperless Solutions  
   4025 E. La Palma Avenue, Suite 204  
   Anaheim, CA 92807  
   Attn: Claude Schott, Vice President of Sales

**Section 4.9 Cooperation of CITY**

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

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

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

**Section 4.11 Termination**

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

**Section 4.12 Confidentiality**

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

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

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

**Section 4.14 City Business License Requirement**

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

**Section 4.15 Captions**

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

**Section 4.16 Integration and Modification**

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

**Section 4.17 Contract Terms Prevail**

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

**Section 4.18 Severability**

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

**Section 4.19 Ownership of Documents**

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

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

**Section 4.20 Authority**

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

**Section 4.21 Federal Transit Funding Conditions**

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

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

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

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

COMPLETE PAPERLESS SOLUTIONS, LLC

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

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

Name: CLAUDE SCHOTT  
Title: Vice President of Sales



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

**Funding Source:** \_\_\_\_\_  
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

# City of Lodi – Laserfiche Installation, Training, and Conversion

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Statement of Work – SOW10026



Version 1.0.0

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## **PURPOSE**

This document serves as a statement of work for a Laserfiche Installation and eRecords migration to Laserfiche. The statement of work will cover the following:

- Objective
- Scope
- Assumptions
- Constraints
- Project Management Approach

## **ABBREVIATIONS AND NAMING CONVENTIONS**

There are abbreviations throughout this document that may be new to the audience. Here is a breakdown of the abbreviations:

- CPS = Complete Paperless Solutions (Vendor)
- LF = Laserfiche
- SQL = Microsoft SQL Server
- L = Low risk level
- M = Medium risk level
- H = High risk level

## **OBJECTIVE**

The objective is to successfully install and implement the Laserfiche System and perform a complete conversion from eRecords.

## **DELIVERABLES**

The Laserfiche installation comprises of a series of application installations and training. This document serves as a statement of work for the deliverables of this project. The deliverables of this project are:

- Project Management/Planning
- Laserfiche Server Installation
- Laserfiche Workflow Installation
- Laserfiche Web Access Installation
- Laserfiche Audit Trail Installation
- Laserfiche Basic End User Training
- Laserfiche Basic Administration Training
- Laserfiche Basic Workflow Training

## Definition of Tasks

This section describes each and identifies them for future references.

ID	Name	Description	Duration	Priority
<a href="#">SOW10026-0</a>	Project Management/Planning	Project planning methodology	8 hours	1
<a href="#">SOW10026-1</a>	Laserfiche Server Installation	Laserfiche Server Installation and repository creation	1 Hour	2
<a href="#">SOW10026-2</a>	Laserfiche Workflow Installation	Laserfiche Workflow Installation and Setup	1 Hour	3
<a href="#">SOW10026-3</a>	Laserfiche Public Portal Installation	Laserfiche Web Installation of Public Portal	1 Hour	5
<a href="#">SOW10026-4</a>	Laserfiche Audit Trail Installation	Laserfiche Audit Trail Installation and Setup	0.5 Hour	4
<a href="#">SOW10026-5</a>	Laserfiche Workstation Installations	Laserfiche thick client workstation installations	4 Hours	6
<a href="#">SOW10026-6</a>	Laserfiche Training	4 Levels of Laserfiche Training	8 Hours	8
<a href="#">SOW10026-7</a>	Web Portal Conversion to Laserfiche	Web portal documents conversion to Laserfiche.	16 Hours	7

## Requirements Descriptions

### SOW10026-0: Project Management/Planning

The formal work plan will serve as the master schedule by which progress will be measured. The work plan will track all project-related activities and generate scheduled and ad hoc progress reports. No work on the project will begin until we have developed the work plan that both parties agree upon. The work plan will include the following:

- Requirements Gathering
- Implementation Plan Sign offs
- Hardware Requirement Sign offs
- Server Software Requirement Sign offs
- Conversion Requirements Gathering

- Conversion Sign offs
- Installation
- Installation Sign offs
- Training Schedule Sign offs
- Training
- Training Sign offs

### **SOW10026-1: Laserfiche Server Installation**

Laserfiche Server is the heart of the Laserfiche system. All modules and Laserfiche software connect to the Laserfiche server to obtain licensing, authentication, and content. Laserfiche Server serves as a prerequisite for all other installations. Laserfiche Server handles all requests to obtain content from within the software. Due to the varying applications connected to the Laserfiche Server, certain ports have to be opened to allow proper communication between the calling applications and Laserfiche Server.

#### *Ports*

The ports can be configured if the specified ports are already taken. Port 80 governs all connections to the Laserfiche Server. If port 80 is not a desirable port, it can be replaced with an alternate port 5050. The alternate port is utilized when port 80 goes through a proxy. The Laserfiche Server uses port 5051 for notifications to connecting components. Port 5048 is used to verify the validity of the Laserfiche Server license. The installation will consist of installing the Laserfiche Server, Laserfiche Full Text Server, Laserfiche Client, and Laserfiche Administration Console.

### **SOW10026-2: Laserfiche Workflow Installation**

Laserfiche Workflow lets you to build repeatable patterns of activity (i.e., workflows and business processes) that interact with entries in a Laserfiche repository, sync with external databases, send notifications, and provides reporting. Each action in a pattern can be completely automated and easily configured.

The Workflow Designer, Workflow Subscriber and the Workflow Server will all be installed with the Laserfiche Server. **Ports 80 (or 5050), 5051, and 5048** are required to be opened for proper communications between Workflow and the Laserfiche Server. If the email notification functionality of Workflow is required, then an SMTP Server, SMTP Server port, and Authentication will be required to complete the setup of this functionality.

Laserfiche Workflow also requires the enabling of Messaging Queue which is a role in the Windows Server. This allows Workflow to queue request provided by the Laserfiche Server. The installation of Workflow can occur on the same machine as the Laserfiche Server.

### **SOW10026-3: Laserfiche Public Portal Installation**

Laserfiche Public Portal is a user-friendly public portal to Laserfiche. Laserfiche Public Portal publishes documents in a Laserfiche repository to an intranet or the Internet in read-only form. Public Portal can easily be customized: you can customize your site's Theme, Welcome Page, Navigation, Document Viewer, Search Results, and Search Options.

It is recommended that the Public Portal installation occur on a different machine from the Laserfiche Server. Since the application will be exposed to the public, it is strongly advised that the application be separated from the Laserfiche Server.

#### **SOW10026-4: Laserfiche Audit Trail Installation**

Laserfiche Advanced Edition meets the needs of organizations in most highly regulated industries. It includes the following functionality of tracking:

- Login and logout
- Creating, editing, printing or deleting documents
- Creating, editing, or deleting templates, fields and annotations
- Adding security tags
- Exporting documents, volumes or briefcases
- Sending documents to the Recycle Bin
- Granting or revoking login rights for Windows accounts
- Adding or removing users from Laserfiche groups
- Modifications to access rights
- Modifications to repository-wide

The installation consists of creating an Audit Trail database and a setup of the Audit Trail Reporting interface. Audit Trail is a web application and will require Windows IIS 7 enabled as a role on the server in which it is installed. Other roles such as ASP.NET and .NET Framework 3.5 may also require enabling.

#### **SOW10026-5: Laserfiche Workstation Installation**

Laserfiche Client is the Laserfiche UI in which users will be able to create, modify, and remove documents from the repository. The installation consist of the Laserfiche Client (OCR engine included), Laserfiche Snapshot, Email, and Laserfiche Scanning.

#### **SOW10026-6: Laserfiche Training**

Laserfiche has different levels of training. One or more training sessions may be required depending on the role of the users. The goal of the training is to empower the users to be comfortable with the Laserfiche suite of products. Here are summaries of the training to empower the users:

##### **Laserfiche**

Laserfiche training will focus on navigation, search, creation, and modification of content in the Laserfiche repository. Users will learn how to move around the Laserfiche client, be taught time-saving searches, and provided general best-practices.

##### **Workflow**

Laserfiche Workflow training is a beginner's class which will instruct workflow designers how to create basic workflows. The class will specifically focus on taxonomy, data collection, and workflow triggers. This class is intended for Laserfiche Administrators only. Laserfiche training is a prerequisite for this training and should not be taken until Laserfiche training is complete.

### Administrator

Laserfiche Administration focuses on the repository's back end (database), metadata, and security. The training includes the creation of the repository, volume architecture, metadata management, and user security.

### Public Portal

Public Portal training covers the Weblink Designer interface which allows administrators to create customized search forms to provide a better search experience to users who don't necessarily know how to use Laserfiche.

### **SOW10026-7: Web Portal Conversion**

The conversion of files from eRecords to Laserfiche is required. The conversion is the first step of transitioning to Laserfiche Public Portal. eRecords documents are to be migrated from source Windows and SQL Server locations to the Laserfiche repository. The customer will define the taxonomy of the eRecords documents in Laserfiche. The taxonomy will be limited to the metadata associated to the documents in eRecords. The conversion will assume that all documents in eRecords have a file type of PDF and will be treated as such during the import into Laserfiche.

## ASSUMPTIONS

The following assumptions were made in preparing the Statement of Work:

- Change requests made after deliverables will result in project delays and affect the entire timeline of project delivery.
- CPS will be provided administrative access to all related servers.
- SMTP Email Server is required to create notifications in Laserfiche Workflow. SMTP Email Server will be provided by customer. This will not be provided by CPS.

## RISK ASSESSMENT

The risk assessment attempts to identify, characterize, prioritize and document a mitigation approach relative to those risks which can be identified prior to the start of the project. The risk assessment will be continuously monitored and updated throughout the life of the project. Because mitigation approaches must be agreed upon by project leadership, it is necessary to allocate time into each meeting, dedicated to identifying new risks and discussing mitigation strategies. The Project manager will convey amendments and recommend contingencies as conditions may warrant.

### Initial Risk Assessment

Risk	Risk Level (L/M/H)	Strategy
Project Scope Creep	L	Scope initially defined in project plan, by both client and vendor to prevent undetected project scope creep. Communication becomes very important to prevent this risk from ever developing.

## PROJECT MANAGEMENT APPROACH

### Project Roles and Responsibilities

Role	Responsibility	Name
Project Sponsor	<ul style="list-style-type: none"><li>• Ultimate decision-maker</li><li>• Provide project oversight and guidance</li><li>• Review and approve project elements</li></ul>	
CPS Project Manager	<ul style="list-style-type: none"><li>• Provides overall project direction</li><li>• Documents all communications and project developments</li><li>• Handles project scope documentation</li><li>• Tracks staff's progress for project</li><li>• Handles problem resolution</li><li>• Assigns staff to project</li></ul>	
CPS Technician	<ul style="list-style-type: none"><li>• Installation</li><li>• Testing and Implementation</li><li>• Training</li><li>• Technical Support</li></ul>	
CPS Account Manager	<ul style="list-style-type: none"><li>• Handles all business regarding pricing and purchasing</li><li>• Contributor in project meetings</li></ul>	

### Issue Management

The information contained within the Project Plan will likely change as the project progresses. While change is both certain and required, it is important to note that any changes to the Project Plan will impact at least one of three critical success factors: Available Time, Available Resources (Financial and Personnel) , or Project Quality. The decision by which to make modifications to the Project Plan should be coordinated using the following process:

- As soon as a change which impacts project scope, schedule, staffing or spending is identified, the CPS Project Manager will document the issue.

- The CPS Project Manager will review the change and determine the associated impact to the project and will forward the issue, along with recommendation, to all interested parties for review and discussion.
- If required due to lack of consensus, the Project Sponsor shall review the issue(s) and render a final decision on the approval or denial of a change.
- Following an approval or denial, the CPS Project Manager will notify the original requestor of the action taken. There is no appeal process.

# APPROVALS

## Signoffs

Project Sponsor

\_\_\_\_\_  
Signature Date

Project Manager

\_\_\_\_\_  
Signature Date

Account Manager

\_\_\_\_\_  
Signature Date

## Pricing

## Laserfiche Software

Software Description	Quantity	Public Price
Laserfiche Avante Server (SQL Server), incl. Workflow	1	\$5,000.00
Full Named Users, incl. Email, Snapshot, WebAccess, Mobile, Scanning & OCR	4	\$2,400.00
Laserfiche Advanced Audit Trail, incl. Watermark	1	\$400.00
Laserfiche Public Portal – 10 concurrent users	1	\$15,000.00
<b>Software Total</b>		<b>\$22,800.00</b>

## Professional Services

Service Description	Quantity	Public Price
Laserfiche Introduction	2	\$400.00
Laserfiche Installation, incl. Server, 4 Users, Workflow, WebAccess & Audit Trail	5	\$1,000.00
Laserfiche Taxonomy & Indexing	2	\$400.00
Laserfiche set Up	2	\$400.00
Laserfiche Public Portal & Design	4	\$400.00
Laserfiche End User Training (2 groups)	4	\$400.00
Admin Training	3	\$600.00
Conversion	1	\$2,500.00
<b>Professional Services Total</b>		<b>\$6,100.00</b>

## Laserfiche Software Support (LSAP)

Support Description	Quantity	Price
Laserfiche Avante	1	\$1,000.00
Laserfiche Named Users	4	\$480.00
Laserfiche Advanced Audit Trail	1	\$80.00
Laserfiche Public Portal	1	\$3,000.00
<b>LSAP Total</b>		<b>\$4,560.00</b>

## Laserfiche Turnkey Solution

Item Description	Price
Laserfiche Software	\$22,800.00
Professional Services	\$6,100.00
Laserfiche LSAP	\$4,560.00
<b>Total</b>	<b>\$33,460.00</b>
Special Discount - 10%	\$3,346.00
<b>Total Turnkey Solution</b>	<b>\$30,114.00</b>



## EXHIBIT C

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

1. **COMPREHENSIVE GENERAL LIABILITY**  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**  
\$1,000,000 Combined Single Limit  
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.
3. **ERRORS AND OMISSIONS / TECHNOLOGY**  
\$3,000,000 Per Claim  
\$6,000,000 Annual Aggregate  
Covering all acts, errors, omissions, negligence, network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, and payable whether incurred by City of Lodi or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for, or on behalf of, City of Lodi.  
Such insurance shall be maintained in force at all times during the term of the agreement and provide an Extended Reporting Period (ERP) for a period of one year thereafter, for services completed during the term of the agreement.

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

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

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

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

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

## Insurance Requirements for Contractor (continued)

**NOTE:** (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (c) Waiver of Subrogation  
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (d) Limits of Coverage  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (e) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (f) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (g) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1<sup>st</sup>) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (i) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

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

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



RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT FOR AN ELECTRONIC CONTENT MANAGEMENT SYSTEM, SOFTWARE SUPPORT, AND IMPLEMENTATION SERVICES USING LASERFICHE SOFTWARE WITH COMPLETE PAPERLESS SOLUTIONS, OF ANAHEIM; AUTHORIZING THE CITY CLERK TO EXECUTE TWO ONE-YEAR EXTENSIONS; AND FURTHER APPROPRIATING FUNDS

WHEREAS the current in-house electronic content management system has been steadily failing over the past two years; and

WHEREAS, a Request for Information for a replacement electronic content management system was posted on the City website and approximately 38 vendors were directly notified of the posting, resulting in proposals from five firms; and

WHEREAS, following evaluation of the proposals, the top two vendors provided on-site demonstrations to City staff; and

WHEREAS, staff recommends that the City Council award a three-year Professional Services Agreement to Complete Paperless Solutions, with the option of two one-year extensions.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year Professional Services Agreement for an electronic content management system, software support, and implementation services using Laserfiche software with Complete Paperless Solutions, of Anaheim, California, in the amount of \$30,114 for implementation and \$4,560 for annual maintenance; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Clerk to execute up to two one-year extensions; and

BE IT FURTHER RESOLVED that funds in the amount of \$30,114 are hereby appropriated for this project.

Dated: June 1, 2016

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving Activity Guide Printing Agreement with Casey Printing, Inc. of King City for Fiscal Year 2016/17 (\$21,700.89), and Authorize Staff to Execute Two One-year Extensions

**MEETING DATE:** June 1, 2016

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

**RECOMMENDED ACTION:** Adopt resolution approving Activity Guide printing agreement with Casey Printing, Inc. of King City for Fiscal Year 2016/17 in the amount of \$21,700.89 and authorize staff to execute two one-year extensions.

**BACKGROUND INFORMATION:** The City of Lodi Activity Guide is the vehicle used to promote City-sponsored sports, recreation and arts activities. Approximately 22,000 guides are distributed three times per year, throughout Lodi and the surrounding areas. The proposed printing agreement with Casey Printing is for Fiscal Year 2016/17, with the option for renewal for two consecutive years. A local printing company was offered the opportunity to bid but chose not to do so. The following companies responded to the Request for Quote:

Casey Printing, Inc.	\$21,700.89
Folger Grapics	\$22,950.00
Tokay Press	\$24,969.00

Staff recommends approving the printing agreement with Casey Printing, Inc. The company has produced the past 17 issues, offering printing, binding, duplication, layout, delivery to four drop centers, and estimated tax at a competitive price and the highest quality. This agreement will cover three issues; September 2016, January 2017 and May 2017 for a total of 66,000 copies, with options for two successive years.

**FISCAL IMPACT:** Registrations for City-sponsored activities would be significantly lower without this marketing product.

**FUNDING AVAILABLE:** Appropriation to be included in 2016/17 PRCS budget (20073001.72301).

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

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

JH:tl

cc: City Attorney

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



# Terms & Conditions of Sale

This contract is entered into by and between Casey Printing, Inc., a California Corporation, hereafter referred to as CASEY, and "Customer" pursuant to the Terms and Conditions of Sale listed below.

Customer City of Lodi

### 1. Quotation

A quotation not accepted within 30 days is subject to increase or decrease based upon any increase or decrease in the cost of labor and materials at the time of acceptance.

### 2. Accuracy of Specifications

Quotations are based on the accuracy of the specifications provided. CASEY can quote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

### 3. Orders

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond CASEY'S control. Canceled orders require compensation for incurred costs and related obligations.

### 4. Experimental Work

Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until CASEY has been reimbursed in full for the amount of the charges billed.

### 5. Creative Work

Creative work, such as sketches, copy, dummies and all preparatory work created or furnished by CASEY, shall remain its exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation based upon current rates charged for our various services.

### 6. Condition of Copy

Upon receipt of original copy, manuscript or customer furnished artwork, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

### 7. Preparatory Materials

Artwork, type, plates, negatives, positives and other items when supplied by CASEY shall remain the property of CASEY.

Color Separations, Dies and other Printing Aids are regarded as having been sold to the customer prior to physical use because of separate listing and pricing.

### 8. Electronic Manuscripts/Images

It is the customer's responsibility to maintain a copy of the original file. CASEY is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by CASEY, no claims or promises are made about CASEY'S ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

### 9. Alterations

An alteration is work performed in addition to the original specifications. Such additional work shall be charged for at CASEY'S current rates for labor and materials.

### 10. Prepress Proofs

Proofs shall be submitted with original copy. Corrections are to be made on "master set", returned marked "O.K." or "O.K with corrections" and signed and dated by customer. CASEY shall not proceed with work until proofs are returned. If revised proofs are desired, request must be made when proofs are returned. CASEY regrets any errors that may occur undetected through production, but cannot be held responsible for errors if the work is printed per customer's O.K.; or if changes are communicated verbally. CASEY shall not be responsible for errors if the customer has refused to accept or return proofs, or has instructed CASEY to proceed without submission of proofs.

### 11. Press Proofs

Unless specifically provided in writing in CASEY'S quotation, no press proofs will be provided. An inspection sheet of any form or signature can be submitted for customer review and approval, at no charge, provided customer is available at CASEY'S facilities during the time of press makeready. Any changes, corrections or lost press time due to customer's change of mind or delay will be charged for at CASEY'S current rates for labor and materials.

### 12. Color Proofing

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

### 13. Overruns or Underruns

Overruns or underruns will not exceed 10 percent of the quantity ordered. CASEY will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

### 14. Customer's Property

CASEY shall charge the customer at current rates, for handling and storing customer's stock, printed matter or other materials held more than 30 days.

CASEY will maintain fire and extended coverage on all property belonging to the customer, while such property is in CASEY'S possession. CASEY'S liability for such property shall not exceed the amount recoverable from such insurance.

It is understood that the gratuitous storage of customers property is solely for the benefit of the customer.

### 15. Delivery

Unless otherwise specified, the price quoted is for single shipment, without storage, F.O.B. CASEY'S loading dock. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise, and shall be charged for at CASEY'S current rates. Charges related to delivery from customer to CASEY, or from customer's supplier to CASEY are not included in any quotations unless specified. Materials delivered from customers or their suppliers are verified with delivery tickets as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and CASEY cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work or segment, whichever occurs last.

### 16. Production Schedules

Production schedules, if and when established, will be adhered to by the customer and CASEY, provided that CASEY shall not incur any liability or penalties for delay due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and act of God or other causes beyond the control of CASEY. Any cost due to delay caused by customer shall be charged for at CASEY'S current rates. Delay caused by customer may result in the rescheduling of work to the available open production time frame.

### 17. Customer Furnished Materials

Camera copy, artwork, electronic/magnetic media, special dies, paper stock, color separations and other customer furnished materials shall be manufactured and delivered to CASEY'S specifications. Additional cost due to delays or impaired production caused by deficiencies in customer supplied materials shall be charged to the customer at CASEY'S current rates.

### 18. Taxes

All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse CASEY for any additional taxes paid.

### 19. Terms

Payment shall be cash one-half upon acceptance of quotation and one-half upon delivery of the printing job. Claims for defects, damages, shortages must be made by the customer in writing within 14 days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. CASEY'S sole liability shall be limited to the stated selling price of any defective goods, or replacement of defective goods at CASEY'S option. As security for payment of any sum due or to become due under terms of any Agreement, CASEY shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in CASEY'S possession including work in process and finished work, whether related to this job or not. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien.

Customer agrees to pay interest on all accounts 30 days past due at the rate of 1.5% per month. If legal action is brought to enforce the terms of this contract, Customer agrees to pay all court cost and reasonable attorney's fees. Customer agrees to pay a reasonable returned check fee of not less than \$25, in accordance with section 1719 of the Civil Code of the State of California.

### 20. Liability

#### 1. Disclaimer of Express Warranties

CASEY warrants that the goods are as described in this Contract, but no other express warranty is made with respect to the goods. If any sketches, copy, dummies, samples, and/or all preparatory work was shown to customer, such were used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to them.

#### 2. Disclaimer of Implied Warranties

CASEY'S sole warranty is that the services will conform to the description contained in this contract, will be free of defects of materials and workmanship and conform to CASEY'S standard quality. There are no warranties which extend beyond the description or the face hereof.

[U.C.C. Section 2316(2).]

relating to  
Barney  
CASEY

### 21. Indemnification

The customer shall save, indemnify, defend and hold harmless CASEY from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against CASEY on any and all grounds, regardless of responsibility for negligence and which might arise in connection with the agreed work, including but not limited to allegations or claims that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal or economic rights. The customer agrees to defend promptly and continue the defense of any such claim, demand, action or proceeding that may be brought against CASEY, at the customer's sole expense, provided that CASEY shall promptly notify the customer with respect thereto, and provided further that CASEY shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. CASEY reserves the right, in CASEY'S sole discretion, to refuse to print any matter which, in his judgement, he or she shall deem improper, libelous or scandalous.

4-7-16

### 22. Venue

The parties agree that this contract is entered into in ~~Monterey~~ San Joaquin County, California. If legal action is brought on behalf of either party to enforce its terms, proper venue shall be in the County of ~~Monterey~~ San Joaquin, California.

San Joaquin  
Barney  
CASEY 4-7-16

San Joaquin  
Barney  
CASEY 4-7-16

Signature

Date

Print or Type Name

CITY COUNCIL  
Mark Chandler, Mayor  
Bob Johnson, Mayor Pro Tempore  
Doug Kuehne  
JoAnne Mounce  
Alan Nakanishi



KONRADT BARTLAM  
City Manager

JEFF HOOD  
Director  
Parks, Recreation and  
Cultural Services

HUTCHINS ST. SQUARE COMMUNITY CENTER  
125 S. Hutchins Street, Lodi, CA 95240  
PH (209) 333-5511  
FAX (209) 367-5906

*Sent  
2/26/16*

## Request for Quote

Date: February 3, 2016

Vendor Tax ID No. 77-0292474

Vendor Contact Elissa Smith  
Name Casey Printing, Inc

Address 398 E. San Antonio Dr.  
King City, CA 93930

Phone/Fax Main: 831 385-3221  
Elissa: 707 747-1634

Email elissa@caseyprinting.com

City of Lodi Business License #

**Response Deadline:**  
March 1, 2016

**Return To**

City of Lodi  
Parks, Recreation & Cultural Services  
Attn: Veronica Carloni  
P.O. Box 3006  
Lodi, CA 95241  
(209) 333-5511  
fax (209)367-5906

**Questions**

Veronica Carloni, Program Coordinator  
(209) 333-5511  
vcarloni@lodi.gov

### Description

The City of Lodi produces the Parks, Recreation & Cultural Services Activity Guide three times a year (September, January and May). Each edition requires 22,000 printed copies. The City is soliciting bids for a one-year (three editions) contract term, with two one-year options (three editions each) at the City's discretion for a minimum of three and maximum of nine editions beginning July 1, 2016. Pricing should be valid for a one-year time period subject to renewal each following year. The City will select the vendor based on the best value to the City considering cost, references and quality of the sample provided. The selected vendor will be expected to sign the standard Professional Services Agreement (attached). **Responses are due March 1, 2016.**

### Directions:

1. Complete the Vendor Information above.
2. Complete the Quote Form on Page 2.
3. Answer the questions on Page 3.
4. Provide three (3) professional references for similar work.
5. Provide a sample of work that matches the City's specifications, or closely matches (indicate specifications of example provided).
6. Provide any additional comments.

Please complete the following worksheet. Additional backup may be provided or requested.

Description	QTY	Unit Price	Single Issue Cost	Extended Issues Price
City of Lodi Parks, Recreation & Cultural Services Activity Guide 22,000 copies per edition, 3 issues per contract year			5741.00	\$ 5741.00 each ISSUE
<b>Finished Size/Dimensions</b> Pages: 24 text pages + cover 8.25 inches x 10.75 inch page size				included
<b>Services</b> Layout and Graphic Design Services			980.00	980.00 per ISSUE
<b>Paper Stock</b> Cover stock: 70# Gloss Stock Text stock: 40# Norbrite 80b				included
<b>Ink</b> Cover: 4cp/4cp full bleeds Text: 2/2 (Black + 1 PMS color) Black plate change to remove mailing indicia from office copies				
<b>Finishing</b> Fold collate, saddle stitch, trim and carton pack (not to exceed 40 lbs) Special bundle request for Lodi Unified School District & Newspaper Request. Total qty 14,000. (see pick and pack list attachment)				
<b>Proofs</b> Initial proofs are provided in PDF format Final Hard copy color proof is required				
<b>Proof Corrections</b>				
<b>Mail</b> Ink jet of approx 4,000 qty mail list. Prepare USPS Bulk Mail paperwork				
<b>Postage</b> Postage Indicia Mark. Presort bulk mail. Approx 4,000 qty. Provide estimate of mailing costs per catalog. (new list is provided each time in excel.)			1069.00	1069.00 per issue
<b>Delivery/Shipping</b> Four drops estimated  Lodi Unified School District (10,000 qty est.) 1305 E. Vine Street, Lodi  Lodi New Sentinel (5,000 qty est.) 125 N. Church Street, Lodi  USPS (mail list - 4,000 qty est.)  Hutchins Street Square (Remaining office copies) 125 S. Hutchins Street, Lodi				450.00 per issue
<b>Additional Items:</b>				
Estimated Tax 3,000 office copies only Rate% 8			62.63	62.63

PER ISSUE

Grand Total	GRAPHIC DESIGN, PRINTING, DELIVERY + TAX				\$ 7233.63
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Please answer the following questions. ESTIMATED POSTAGE ADD \$ 1069.00

1. How long is the production time?

7-10 WORKING days after approval of final proof.

2. How much time is necessary for the layout and design services?

5-7 WORKING Days.

3. What is the anticipated price increase, if any, for years 2 and 3, and what is it based upon?

1-2% increase for each additional year, based on changes in material and

**References**

Reference #1  
Name  
Organization  
Address  
Phone  
What work was performed?

Please see attached for References.

Reference #2  
Name  
Organization  
Address  
Phone  
What work was performed?

Reference #3  
Name  
Organization  
Address  
Phone  
What work was performed?

**Additional Comments/Notes:**

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE AGREEMENT WITH CASEY PRINTING, INC., OF KING CITY, FOR THE PRODUCTION OF THE LODI COMMUNITY ACTIVITY GUIDE FOR FISCAL YEAR 2016/17 AND TWO ONE-YEAR EXTENSION OPTIONS FOR FISCAL YEARS 2017/18 AND 2018/19; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

=====

WHEREAS, the City of Lodi Activity Guide is a publication utilized to promote City-sponsored sports, recreation and arts activities; and

WHEREAS, approximately 22,000 guides are distributed three times per year throughout Lodi and the surrounding areas; and

WHEREAS, Request for Quotes (RFQ) for the City of Lodi Activity Guide were released on February 3, 2016, and three vendors submitted proposals for consideration and are listed as follows:

<b>Vendors</b>	<b>Quote Amount</b>
Casey Printing, Inc.	\$21,700.89
Folger Graphics	\$22,950.00
Tokay Press	\$24,969.00

WHEREAS, the low bidder, Casey Printing, Inc., has produced the past 17 issues of the Lodi Community Activity Guide, offering competitive pricing, quality printing, binding, duplication, layout, and delivery to drop centers; and

WHEREAS, the approval of this Agreement will cover the publication of three issues in Fiscal Year 2016/17, totaling 66,000 copies, and will provide the City with the opportunity to receive the same services at the same price, excluding any increase in higher material prices which would be negotiated by staff, in Fiscal Years 2017/18 and 2018/19; and

WHEREAS, staff recommends that the City Council approve the Agreement with Casey Printing, Inc., of King City, for the publication of the Lodi Community Activity Guide in a total amount not to exceed \$21,700.89 for Fiscal Years 2016/17, 2017/18, and 2018/19, and further authorizing staff to negotiate with Casey Printing, Inc., any rise in material costs for the two one-year extensions if in the best interests of the City to do so.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Agreement with Casey Printing, Inc., of King City, California, to produce the next three issues of the Lodi Community Activity Guide for Fiscal Year 2016/17 in an amount not to exceed \$7,233.63; and

BE IT FURTHER RESOLVED that staff is hereby authorized to execute two one-year extension options that include three editions each for Fiscal Years 2017/18 and 2018/19 in an amount not to exceed \$7,233.63 per year, with the exception of increased material prices which can be negotiated with staff if necessary and in the best interests of the City to do so; and

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

Dated: June 1, 2016

=====

I hereby certify that Resolution No. 2016-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016, by the following vote:

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

JENNIFER M. FERRAIOLO  
City Clerk

2016-\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Accept Grant Administered by the Department of Alcoholic Beverage Control (\$42,186)  
**MEETING DATE:** June 1, 2016  
**PREPARED BY:** Chief of Police

---

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to accept grant administered by the Department of Alcoholic Beverage Control in the amount of \$42,186.

**BACKGROUND INFORMATION:** The Department of Alcoholic Beverage Control (ABC) Grant Assistance Program solicited applications in March of 2016 for alcohol-related enforcements and educational programs. On May 16, the Lodi Police Department received an acceptance letter securing grant funds in the amount of \$42,186 in Fiscal Year 16/17.

The ABC Grant Assistance Program is designed to assist departments in educating licensees and the public about alcohol-related laws, reduce the amount of alcohol sold to individuals under age 21 by ABC licensees, and reduce crime and quality-of-life issues related to the sale and consumption of alcohol.

Last year, the Lodi Police Department received an award to carry out “shoulder tap” enforcements, “minor decoy” operations and other special event enforcements throughout the community. The department intends to use these grant funds for these operations in the upcoming fiscal year. The grant process requires the City Council to authorize the acceptance of funds and approve the proposed expenditures for the City of Lodi through this resolution.

**FISCAL IMPACT:** Revenue in the amount of \$42,186 (21900000.56401) for additional enforcement.

**FUNDING AVAILABLE:** Not applicable.

---

Tod Patterson  
Chief of Police

Prepared by Paula O'Keefe, Management Analyst

---

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

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO ACCEPT A  
GRANT FROM THE DEPARTMENT OF ALCOHOLIC  
BEVERAGE CONTROL

=====

WHEREAS, the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program solicited applications in March of 2016; and

WHEREAS, the ABC Grant Assistance Program is designed to assist Police departments in educating licensees and the public about alcohol-related laws, reduce the amount of alcohol sold to individuals under age 21 by ABC licensees, and reduce crime and quality of life issues related to the sale and consumption of alcohol; and

WHEREAS, the Lodi Police Department applied for a grant award to carry out enforcements throughout the community; and

WHEREAS, the Lodi Police Department received an acceptance letter on May 16, 2016, awarding the City of Lodi grant funding in the amount of \$42,186 for Fiscal Year 2016/17.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to accept the grant award and approve the expenditure of grant funds from the Department of Alcoholic Beverage Control in the amount of \$42,186 for the purposes outlined above; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute all grant documents necessary to accept and expend the grant on behalf of the City of Lodi.

Dated: June 1, 2016

=====

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving Encroachment Permit Application from Just Dawgs, LLC to Operate Hot Dog Cart in the Post-Office Plaza Located at the Southeast Corner of School Street and Oak Street

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution approving encroachment permit application from Just Dawgs, LLC to operate hot dog cart in the Post-Office Plaza located at the southeast corner of School Street and Oak Street.

**BACKGROUND INFORMATION:** Donald Woods, who operates a food cart business known as “Just Dawgs,” has requested an encroachment permit to operate a hot dog cart at the southeast corner if School and Oak Streets, known as the Post Office Plaza.

Lodi Municipal Code § 10.44.080.B prohibits the parking of lunch wagons, eating carts etc., on any portion of the public right-of-way without obtaining a written permit from the City Council. The permit is to designate the specific location and conditions under which such food cart shall be allowed. Mr. Woods has been approved by Lodi Code Enforcement for a peddler’s permit. Copies of the application (Exhibit A), pictures of the cart (Exhibit B), a site plan showing the requested placement (Exhibit C), Environmental Health Permit (Exhibit D), approved insurance (Exhibit E), as well as the above-mentioned code section (Exhibit F) are attached. This is the same location where a hot dog cart vendor operated for several years in the 1990’s, with Council consent.

In support of the current efforts of the City and local business community to promote downtown revitalization, staff recommends that the City Council approve the encroachment permit application to allow the placement of the hot dog cart on the public right-of-way at the requested location and authorize the City Manager to execute up to four annual extensions. The permit term is one year and may be revoked at any time by the City if the terms and conditions are violated.

The encroachment permit will include the standard terms and conditions as well as the specific conditions listed below:

- The specific location of the cart so that a minimum of 4 feet of unobstructed passage is provided for sidewalk pedestrian traffic
- The term of the permit
- The cart owner’s responsibility regarding litter
- Hours of operation
- City authority to revoke the permit

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

**FISCAL IMPACT:** It is expected that the hot dog cart will contribute to additional downtown commerce.

**FUNDING AVAILABLE:** Not applicable.

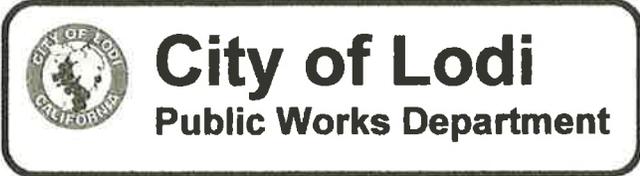
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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Denise Wiman, Senior Engineering Technician – Development Services  
CES/DW/tdb  
Attachments

cc: Donald Woods, Just Dawgs  
Lance Roberts, Utilities Manager  
Lodi Chamber of Commerce

**ENCROACHMENT PERMIT PROCESSING TIME IS A MINIMUM OF 5 BUSINESS DAYS**



**Downtown Encroachment Permit Application (Merchant/Sidewalk Use)**

- 1. Business Name: Just Dawgs
- 2. Business Address: 26190 W Sawles rd Acampd Ca. 95220
- 3. Phone: 262-501-8050 Business Phone: Same
- 3. Contact Person: Donald Woods Email: dwoods107@gmail.com
- 4. Describe Use of Public Sidewalk: M-F Sat 10-6pm  
(List structures: A-frame sign, table, chair, planter)

To sell Hotdogs from a pushcart, cart is all self contained  
stage @ Post office plaza - as per attached site plan  
4' x 3'

For sidewalk seating, provide sketch of area with dimensions to curb and building, and color photo/furniture catalog information. Provide dimensions if requesting use of A-frame sign.

5. Requesting to serve alcoholic beverages in the public right-of-way?  Yes  No

Serving alcoholic beverages is permitted as described in Lodi Municipal Code 9.04.010 and a copy of the Alcoholic Beverage Control license is required prior to permit issuance. Liquor liability insurance coverage is required prior to permit issuance.

The undersigned agrees to indemnify and save the City of Lodi free and harmless from any liability in accordance with the provisions of Lodi Municipal Code (LMC) Sec. 12.04.040. Permittee is specifically aware of LMC Sec. 12.04 thereof relating to encroachments. The undersigned agrees and understands that a permit can be denied or voided in accordance with City of Lodi rules and regulations subject to inspection and approval. Permit application fees are non-refundable. Certificate of insurance in permittee's name which names the "City of Lodi, it's elected and appointed Boards, Commissions, officers, Agents, Volunteers and Employees" as an Additional Insured is required for General Liability per occurrence and Automobile Liability Insurance in an amount determined by Risk Mgmt. Primary and Non-contributory as required.

DATE 4/8/16 SIGNED Donald Woods

<b>OFFICE USE ONLY</b>		FEE: _____ Minimum amount (Balance to be collected at permit issuance)	
PERMIT NO. _____	DATE/TIME RCVD _____	TOTAL FEE: _____	
ABC PERMIT NO. _____			
REVIEWED BY: _____	_____	_____	_____
COMMUNITY DEVELOPMENT DIRECTOR	DATE	PUBLIC WORKS DIRECTOR	DATE

Picture of cart

Site plan - showing Post office plaza & BBQ placement. *one*

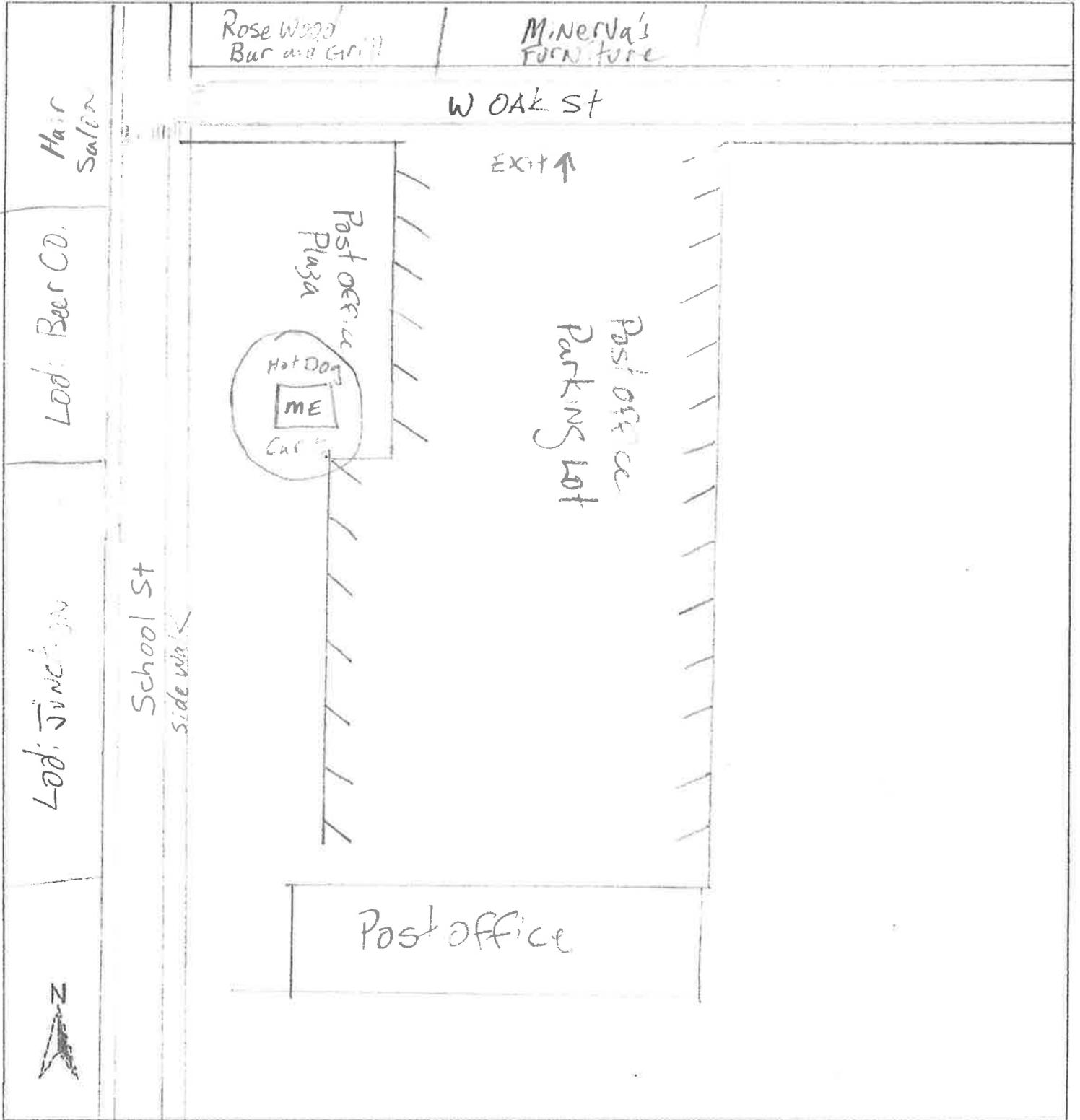


Cart is 4' x 30"



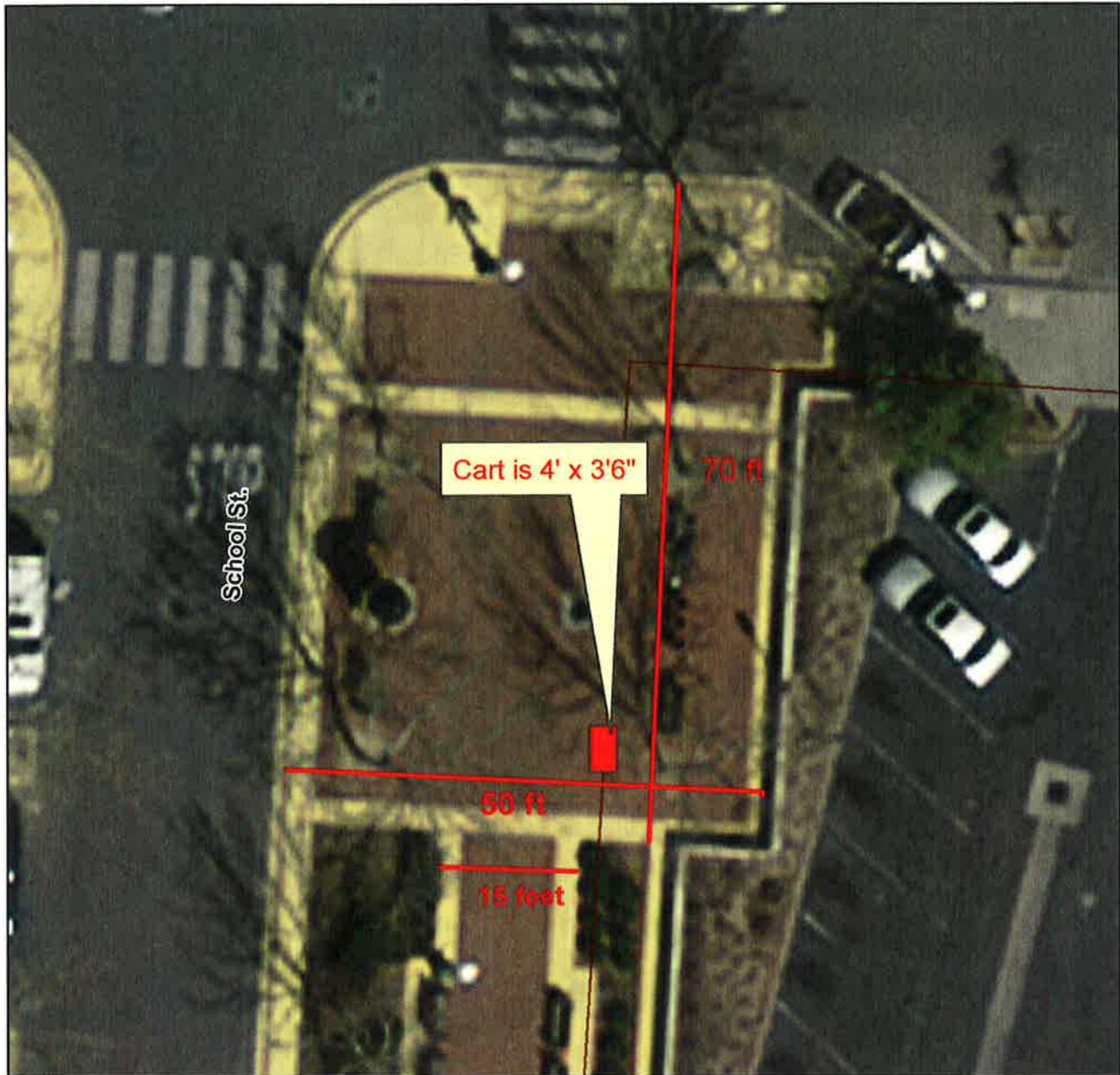
City of Lodi  
Police Department  
215 W Elm Street  
Lodi, California 95240

Application for Vendor  
Permit To Operate  
Site Plan  
PARA EL ESPANOL - VER EL OTRO LADO DE  
CADA HOJA



SITE PLAN:

VICINITY MAP  
120 SOUTH SCHOOL STREET  
POST OFFICE PLAZA



**PERMIT INCLUDES USE OF POST OFFICE PLAZA.  
AS PER HOURS AND CONDITIONS ON ENCROACHMENT PERMIT.  
PLACEMENT OF CART AS SHOWN SO THAT A MINIMUM OF  
4 FEET OF UNOBSTRUCTED PASSAGE ON THE SIDEWALK  
IS PROVIDED FOR PEDESTRIAN TRAFFIC.**

**CLEAN UP OF AREA TO BE MAINTAINED BY BUSINESS OWNER.**

**STORM WATER POLLUTION PREVENTION GUIDELINES TO BE MAINTAINED.**

## SAN JOAQUIN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

1868 E. Hazelton Ave. • Stockton, CA 95205-6232 • Phone (209) 468-3420

Linda Turkatte, R.E.H.S., Director

---

**ENVIRONMENTAL HEALTH****PERMIT TO OPERATE - 1633 - FOOD VEHICLE/CART (LTD FOOD PREP) # S163421****Permit ID # PT0025065 for Record ID # PR0540855****VEHICLE LIC # 4NX4403****Valid From 3/17/2016 To 12/31/2016**

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**PERMITS TO OPERATE are NOT TRANSFERABLE  
and may be SUSPENDED or REVOKED for cause.**

**PERMIT(s) Valid only for: WOODS, DONALD E JR  
DBA: JUST DAWGS LLC**

**THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES**

**Regulated Facility: JUST DAWGS LLC #4NX4403  
415 C ST  
GALT, CA 95632**

**Facility ID FA0023357  
Account ID AR0043017  
Issued 3/18/2016**

**Billing Address: ATTN : WOODS, DONALD E JR OR REBECCA P  
JUST DAWGS LLC #4NX4403  
26190 N SOWLES RD  
ACAMPO, CA 95220**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove	CONTACT NAME: FLIP Program Support PHONE (A/C, No, Ext): (888) 568-0548 E-MAIL ADDRESS: info@flipprogram.com FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Great American Alliance Insurance Co.	INSURER B: <i>A+, XIV</i>	
INSURER C:	INSURER D:			
INSURER E:	INSURER F:			

**INSURED**  
 Just Dawgs, LLC  
 26190 N Sowles Rd  
 Acampo  
 CA 95220  
 By: *[Signature]*

**APPROVED**  
**Risk Management**  
**MAY 02 2016**  
 84082  
 By: *[Signature]*

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PL3843165-F016530	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED    RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG20 26, ED. 04 13)  
 Insurance shall be Primary and Non-contributory per attached CG 20 01

<b>CERTIFICATE HOLDER</b> City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Volunteers, and Employees 221 W Pine St P.O. Box 3006 Lodi CA 95241	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Additional Insured Person(s) or Organization(s):**

Per individual Certificate of Coverage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured <sup>ADD'L INS</sup> the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

*PRIMARY*  
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

Copyright, ISO Properties, Inc., 2012

## 10.44.080 - Unlawful parking—Peddlers, vendors.

- A. Except as otherwise provided in this section, no person shall stand or park any vehicle, wagon or pushcart from which goods, wares, merchandise, fruits, vegetables or food stuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon or eating car or vehicle, on any portion of any street or public right-of-way within the city except that such vehicles, wagons or pushcarts may stand or park only at the request of a bona fide purchaser for a period of time not to exceed ten minutes at any one place. The provisions of this subsection shall not apply to persons delivering such chapters upon order of or by agreement with a customer from a store or other fixed place of business or distribution.
- B. No person shall park or stand on any street or public right-of-way any lunch wagon, eating cart, vehicle or pushcart from which any chapters of food are sold or offered for sale without first obtaining a written permit to do so from the council which shall designate the specific location in which such cart shall stand.
- C. No person shall park or stand any vehicle or wagon used or intended to be used in the transportation of property for hire on any street while awaiting patronage for such vehicle or wagon without first obtaining a written permit to do so from the council which shall designate the specific location where the vehicle may stand.
- D. Whenever any permit is granted under the provisions of this section and a particular location to park or stand is specified therein, no person shall park or stand any vehicle, wagon or pushcart on any location other than as designated in such permit. In the event that the holder of any such permit is convicted in any court of competent jurisdiction for violating the provisions of this section, such permit shall be forthwith revoked by the council upon the filing of the record of such conviction with the council and no permit shall thereafter be issued to such person until six months have elapsed from the date of such revocation. (Vehicle Code § 22455)

(Ord. 1402 § 1 (part), 1987)

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE ENCROACHMENT PERMIT APPLICATION FROM JUST DAWGS, LLC, TO OPERATE A HOT DOG CART IN THE POST OFFICE PLAZA LOCATED AT THE SOUTHEAST CORNER OF SCHOOL STREET AND OAK STREET; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE UP TO FOUR ANNUAL EXTENSIONS

WHEREAS, Lodi Municipal Code §10.44.080.B prohibits the parking of lunch wagons, eating carts, etc., on any portion of the public right-of-way without obtaining a written permit from the City Council; and

WHEREAS, the permit is to designate the specific location and conditions under which such food cart shall be allowed; and

WHEREAS, staff recommends that the City Council approve the encroachment permit application to allow the placement of the hot dog cart on the public right-of-way at the requested location and authorize the City Manager to execute up to four annual extensions; and

WHEREAS, the term of the permit is one year and may be revoked at any time by the City if the terms and conditions are violated.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the encroachment permit application from Just Dawgs, LLC, to allow the placement of a hot dog cart on the public right-of-way in the Post Office Plaza located at the southeast corner of School Street and Oak Street; and

BE IT FURTHER RESOLVED that the term of the permit is for one year and may be revoked at any time by the City if the terms and conditions are violated; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the encroachment permit and up to four annual extensions, if in the best interest of the City to do so.

Dated: June 1, 2016

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016 by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Amending Traffic Resolution No. 97-148, by Approving a Multi-Way Stop Control at Pleasant Avenue and Walnut Street; and No Parking Zones on Lodi Avenue between Lower Sacramento Road and the Westerly City Limits

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution amending Traffic Resolution No. 97-148, by approving a multi-way stop control at Pleasant Avenue and Walnut Street; and no parking zone on Lodi Avenue between Lower Sacramento Road and the westerly City limits.

**BACKGROUND INFORMATION:** Rose Gate Subdivision is located on the north side of Lodi Avenue between Lower Sacramento Road and the westerly City limits. The developer was required to construct public improvements along both sides of Lodi Avenue adjacent to the residential development. A no-parking zone was established along this segment of Lodi Avenue (Exhibit A) as a condition of approval. No-parking signs were installed as part of the Rose Gate Subdivision public improvements that were accepted at the November 18, 2015 Council meeting.

Saint Anne's Plaza project was developed and constructed to improve student safety. It closed the portion of Walnut Street between Church Street and Pleasant Street to vehicles and replaced the street between Saint Anne's Catholic School and Saint Anne's Catholic Church with a plaza area reserved for pedestrians only. Prior to the project construction, there was a one-way stop on Pleasant Avenue at Walnut Street. To accommodate the closure of Walnut Street, the traffic study recommended a multi-way stop at the Walnut Street and Pleasant Avenue intersection, as shown in Exhibit A. The multi-way stop signs were installed as part of the Saint Anne's Plaza public improvements accepted at the April 20, 2016 Council meeting.

Staff recommends Council adopt a resolution amending Traffic Resolution No. 97-148, by approving a multi-way stop control at Pleasant Avenue and Walnut Street; and no parking zones on Lodi Avenue between Lower Sacramento Road and the westerly City limits.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

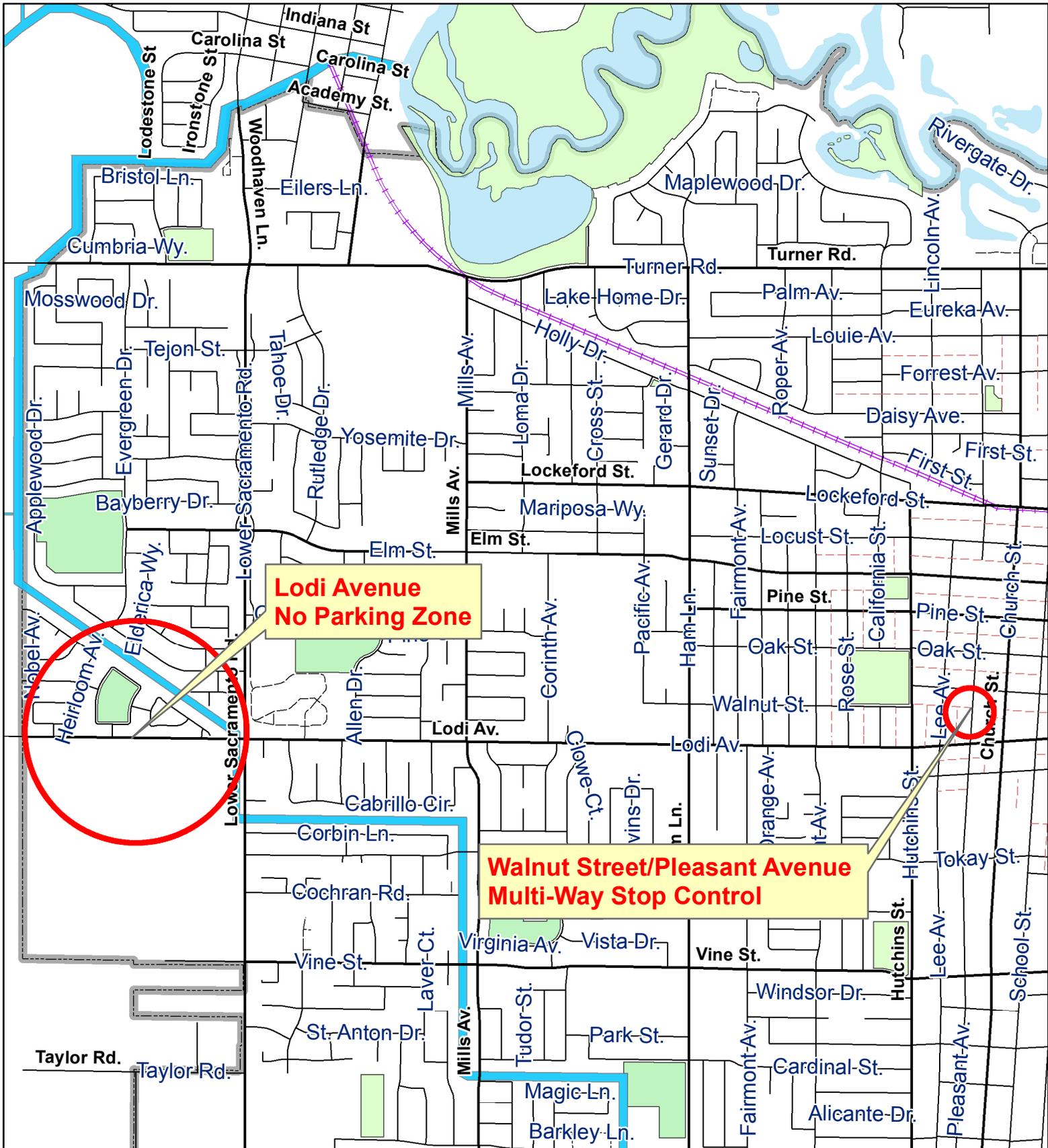
\_\_\_\_\_  
Charles E. Swimley, Jr.  
Public Works Director

Prepared by Dorothy Kam, Assistant Traffic Engineer  
CES/DK/tdb  
Attachment

cc: Interim City Engineer/Deputy Public Works Director  
Police Chief

Transportation Manager/Senior Traffic Engineer

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



**Lodi Avenue  
No Parking Zone**

**Walnut Street/Pleasant Avenue  
Multi-Way Stop Control**



# Lodi Ave - No Parking and Walnut St/Pleasant - Multi-Way Stop

## Location Map



RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING TRAFFIC RESOLUTION NO. 97-148 BY APPROVING A MULTI-WAY STOP CONTROL AT PLEASANT AVENUE AND WALNUT STREET AND NO-PARKING ZONES ON LODI AVENUE BETWEEN LOWER SACRAMENTO ROAD AND THE WESTERLY CITY LIMITS

WHEREAS, Saint Anne’s Plaza project was developed and constructed to improve student safety by closing the portion of Walnut Street between Church Street and Pleasant Avenue to vehicles and adjoining Saint Anne’s Catholic School and Saint Anne’s Catholic Church with a plaza area reserved for pedestrians only; and

WHEREAS, prior to the project construction, there was a one-way stop on Pleasant Avenue at Walnut Street; and

WHEREAS, to accommodate the closure of Walnut Street, the traffic study recommended a multi-way stop at the Walnut Street and Pleasant Avenue intersection; and

WHEREAS, the multi-way stop signs were installed as part of the Saint Anne’s Plaza public improvements accepted at the April 20, 2016 Council meeting; and

WHEREAS, Rose Gate Subdivision is located on the north side of Lodi Avenue between Lower Sacramento Road and the westerly City limits; and

WHEREAS, the developer was required to construct public improvements along both sides of Lodi Avenue adjacent to the residential development; and

WHEREAS, a no-parking zone was established along this segment of Lodi Avenue as a condition of approval; and

WHEREAS, no-parking signs were installed as part of the Rose Gate Subdivision public improvements that were accepted at the November 18, 2015 Council meeting; and

WHEREAS, staff recommends that the City Council amend Traffic Resolution No. 97-148 by approving a multi-way stop control at Pleasant Avenue and Walnut Street and no-parking zones on Lodi Avenue between Lower Sacramento Road and the westerly City limits.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Traffic Resolution No. 97-148 by approving a multi-way stop control at Pleasant Avenue and Walnut Street and no-parking zones on Lodi Avenue between Lower Sacramento Road and the westerly City limits.

Dated: June 1, 2016

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016, by the following vote:

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

JENNIFER M. FERRAILOLO  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Set Public Hearing for June 15, 2016, to Consider Adopting a Resolution Approving Amendment No. 3 of the 2015-16 Community Development Block Grant Annual Action Plan

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** Set a public hearing for June 15, 2016 to consider adopting resolution approving Amendment No. 3 of the 2015-16 Community Development Block Grant Annual Action Plan.

**BACKGROUND INFORMATION:** A public hearing is required as part of the federal requirements before any amendment to the Community Development Block Grant (CDBG) program are approved.

The Action Plan is the annual implementing document for the 2014-2018 Consolidated Plan and provides a detailed description of each activity proposed for the fiscal year, as well as the City's CDBG budget and goals for the fiscal year.

### Reallocation

The public hearing will allow for the amendment of the 2015-16 Annual Action Plan to accommodate the reallocation of CDBG funding from one project to another. We currently have \$69,943 of CDBG Program funding allocated to the Kofu Park ADA Improvement project. A bid of \$92,500 was received from AM Stephens on May 4, 2016.

A minimum of \$22,557 is needed to fund this project and we do have CDBG funding available from another City project, the Hutchins Street Square North Entrance ADA improvements, which has sufficient funds to be completed. Our program guidelines, however, require City Council action through a Public Hearing for any increase or decrease in the amount allocated to a project/activity by more than 25 percent, which in this case would be \$17,485.

A draft of Action Plan Amendment No. 3 is attached as Exhibit A and available for public review and comment for 30 days prior to the public hearing.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Stephen Schwabauer  
Community Development Director

SS/jw  
Attachment

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

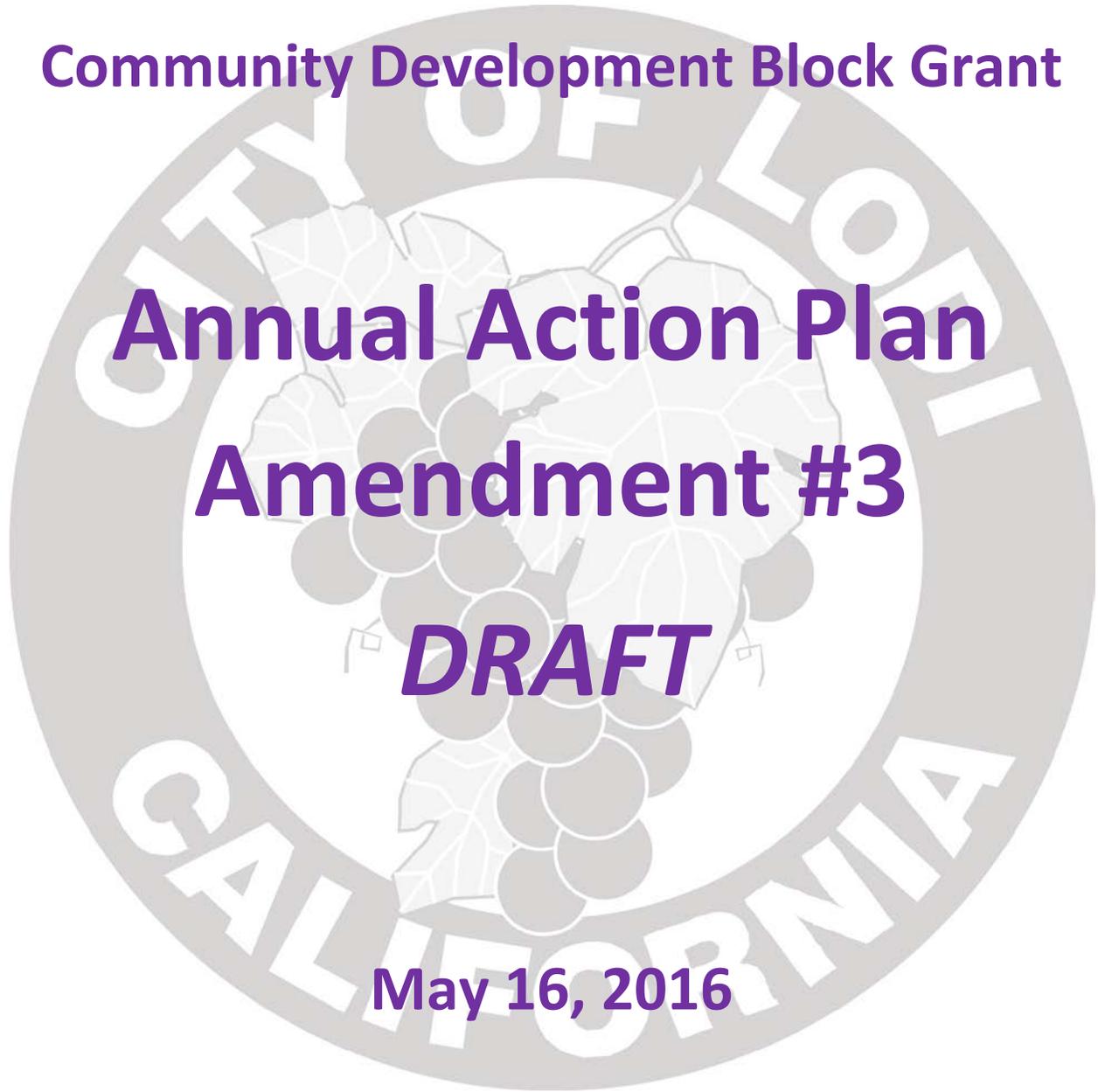
**2015-16**

**Community Development Block Grant**

**Annual Action Plan  
Amendment #3**

***DRAFT***

**May 16, 2016**



## I. INTRODUCTION

The 2015-16 Action Plan is a one-year plan to address housing and community development needs in the City of Lodi, with a particular focus on the needs of low-income households. This is the first year of the implementation of the five-year Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by the Neighborhood Services Division in the Community Development Department.

The 2015-16 Annual Action Plan was adopted on May 6, 2015, and approved by the US Department of Housing and Urban Development in July 2015.

The City currently has \$69,943 of CDBG Program funding allocated to the Kofu Park ADA Improvement project. A bid of \$92,500 was received from AM Stephens on May 4, 2016.

A minimum of \$22,557 is needed to fund this project and we do have CDBG funding available from another City project. Our program guidelines, however, require City Council action through a Public Hearing for any increase or decrease in the amount allocated to a project/activity by more than 25%, which in this case would be \$17,485. The total amount available for reallocation is \$120,943.

Questions regarding this Action Plan amendment should be directed to:

Joseph Wood  
CDBG Program Administrator  
City of Lodi  
221 W. Pine Street, PO Box 3006  
Lodi, CA 95241-1910  
209-333-6800 x2467

The Action Plan amendment is available for public review during a 30-day public comment period from May 16, 2016 to June 15, 2016. A public notice announcing its availability was published in the *Lodi News-Sentinel* on May 18, 2016. A public hearing on the Amendment will be held on June 15, 2016, at the Lodi City Council meeting.

## II. REALLOCATED FUNDS

The following project is being considered for reallocation to an existing project:

Project Number	Project/Public Service Name	Balance for Transfer
14.12	Hutchins Street Square – North Entrance ADA	\$25,000.00
		<b>\$25,000.00</b>

## III. ACTIVITY CHANGES

As mentioned previously, the City has identified one existing project to which it will commit the reallocated CDBG funding to. In order to commit funding to existing activities, or to create new activities, the City must amend the 2015-16 Annual Action Plan.

A description of the activity and proposed funding reallocation follows:

### ***PUBLIC IMPROVEMENTS***

#### **KOFU Park ADA Improvements**

City of Lodi Public Works Department

Removal of architectural barriers to the mobility or accessibility of elderly persons or of “severely disabled” adults.

National Objective: 570.208(a)(2)(ii)(A) Low-Moderate Income, Limited Clientele Activities -

Eligible Activity: 570.201(c) Public Facility Improvements

Priority Needs: Public Improvements (High)

Goals Addressed: Construct or Upgrade Public Facilities

Output: One public facility improvement completed.

Outcome Category: Improving public facilities benefitting low-income areas and targeted low-income populations.

Funding: \$40,000 – 2013-14 CDBG  
\$29,943 – 2015-16 CDBG  
\$25,000 – Reallocated CDBG  
\$94,943 – NEW TOTAL



## CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Set Public Hearing for June 15, 2016, to Consider: 1) Introducing Ordinance Repealing and Reenacting Lodi Municipal Code Chapter 17.34 – Signs in its Entirety; 2) Introducing Ordinance Repealing Lodi Municipal Code Chapter 9.19 - Political Sign Regulations in its Entirety; and 3) Introducing Ordinance Repealing and Reenacting Lodi Municipal Code Section 10.44.040 Parking for Certain Purposes Prohibited – Display of “For Sale” signs on Vehicles, Vessels or Trailers-Restrictions in its Entirety

**MEETING DATE:** June 1, 2016

**PREPARED BY:** City Attorney

**RECOMMENDED ACTION:** Set Public Hearing for June 15, 2016, to consider 1) Introducing Ordinance repealing and reenacting Lodi Municipal Code Chapter 17.34 – Signs in its entirety; 2) Introducing Ordinance repealing Lodi Municipal Code Chapter 9.19 - Political Sign Regulations in its entirety; and; 3) Introducing Ordinance repealing and reenacting Lodi Municipal Code Section 10.44.040 Parking for Certain Purposes Prohibited – Display of “For Sale” signs on Vehicles, Vessels or Trailers-Restrictions in its entirety.

**BACKGROUND INFORMATION:** In June 2015, the United States Supreme Court in the case of *Reed v. Town of Gilbert, Ariz.*, effectively held that all temporary signs, **including temporary election signs**, must be regulated uniformly and that content-based regulations violate the First Amendment right to free speech. As a result, municipalities throughout the country are in the process of analyzing and amending applicable sign ordinances to ensure compliance. Staff reviewed and analyzed the LMC and determined that the proposed amendments are necessary to comply with the Court’s ruling.

Currently, Chapter 17.34 of the Lodi Municipal Code (LMC) regulates signage under the site planning and general development standards of the development code adopted in February 2013. Chapter 9.19 of the LMC regulates political signs. LMC Section 10.44.040 regulates parking on public streets, right-of-ways, and property for the purpose of selling vehicles.

Staff recommends that the City regulate all temporary signs under Chapter 17.34 of the development code and repeal the specialized temporary sign regulations, including those set forth in Chapter 9.19 (political sign regulations). Therefore, staff drafted revisions to Chapter 17.34 to incorporate the performance standards contained in the existing political sign ordinance, Chapter 9.19, and ensure that the existing political sign rights, e.g., size and number of signs, are not lost.

It is important to note that as a result, the City is faced with a number of compromises in order to balance differences between the way commercial and political signs are currently regulated. The proposed ordinance will allow three additional temporary signs per parcel in residential,

APPROVED:

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

commercial, and industrial zoning districts and increase the allowable square footage of such signs from six square feet to 32 square feet in commercial and industrial zoning districts. In addition, the initial findings will be bolstered, City-related advertising signage will be permitted to conform to existing practice, and minor typographical errors and items of inconsistency within Section 17.34 have been corrected.

As discussed in further detail below, the recommended action would regulate all signage equally as a land use matter under the Zoning Code and eliminate the existing scheme of different standards for different activities in different sections of the LMC. It is important to note that no new restrictions would be imposed. Temporary signage entitlements would be increased and expanded to accommodate all potential activities under a standardized regulation, however all other existing Zoning Code sign regulations would remain unchanged. These proposed changes are driven by the need to ensure that the City's sign regulations are legally enforceable and comply with the United States Supreme Court's recent ruling.

On May 11, 2016 and May 25, 2016, the Planning Commission held public hearings to review the regulation of signage under the LMC, and accept public testimony. The Commission adopted a resolution recommending the City Council: 1) repeal and reenact Lodi Municipal Code Chapter 17.34 – Signs in its entirety; 2) repeal Lodi Municipal Code Chapter 9.19 - Political Sign Regulations in its entirety; and; 3) repeal and reenact Lodi Municipal Code Section 10.44.040 Parking for Certain Purposes Prohibited – Display of “For Sale” signs on Vehicles, Vessels or Trailers-Restrictions in its entirety.

Staff also requests that the City Council approve the proposed revisions to LMC Chapter 10.44 – Stopping, Standing and Parking, specifically Section 10.44.040 - Parking for Certain Purposes Prohibited – Display of “For Sale” signs on Vehicles, Vessels or Trailers-Restrictions. The existing LMC Section 10.44.040 makes it unlawful to display a “For Sale” sign on a vehicle, vessel or trailer parked upon any public street, right-of-way or public property, whereas the proposed revised ordinance eliminates the reference to signage and makes it unlawful to park a vehicle, vessel or trailer upon any public street, right-of-way or public property, with limited exceptions (see Section 10.44.040 (A)) for the purpose of sale. The “For Sale” sign prohibition is being removed to comply with court findings that such signs are First Amendment protected speech.

#### **ENVIRONMENTAL ASSESSMENTS:**

The project was found to be Categorically Exempt according to the California Environmental Quality Act, Article 19 §15321, Class 21 (a) (2). The project is classified as an “Enforcement action by regulatory agencies” because it is the “adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective.” No significant environmental impacts are anticipated and no mitigation measures are required.

**FISCAL IMPACT:** Not applicable.

**FUNDING:** Not applicable.

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John P. Fukasawa  
Deputy City Attorney



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Continue Public Hearing to June 15, 2016, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Continue public hearing to June 15, 2016, to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

**BACKGROUND INFORMATION:** On May 7, 2014, City Council approved a program of future wastewater and water rate increases using an Engineering News Record – 20 Cities Average (ENR) based indexing, capped at 3 percent maximum. A Proposition 218 procedure was conducted that validated these actions through 2019. The regular rate increases are needed to meet the costs of providing wastewater service to the community, provide sufficient revenue for bond repayment, and facility improvements as required by State regulations.

Staff has regularly updated the Wastewater Utility Financial Plan, and a copy of the current Financial Plan is attached as Exhibit A. The recommended rate adjustments in the Financial Plan are 2.5 percent beginning July 1, 2016. The rates for this next year, attached as Exhibit B, reflect an increase of 2.5 percent, which is lower than both the 3 percent capped maximum and the ENR of 2.7 percent. The recent refinancing of the City’s wastewater revenue bonds saved the wastewater utility approximately \$200,000 per year in annual debt service and this savings is reflected in the Financial Plan. The table below reflects the history and future cap on wastewater rate adjustments.

	Cap	ENR Index	Approved/ Recommended
July 2012	5.0%	2.9%	3.0%
July 2013	2.8%	2.8%	2.5%
July 2014	3.0%	2.6%	2.5%
July 2015	3.0%	2.8%	2.8%
July 2016	3.0%	2.7%	2.5%
July 2017	3.0%		
July 2018	3.0%		

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

**FISCAL IMPACT:** Increased revenues to the wastewater utility are required to keep up with cost of service increases and new mandated costs.

**FUNDING AVAILABLE:** Not applicable.

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Charles E. Swimley, Jr.  
Public Works Director

CES/RAY/tdb  
Attachments  
cc: Information Systems Manager

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

	<b>FY 15-16</b>	<b>FY 16-17</b>	<b>FY 17-18</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
	<b>2.8%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>WASTEWATER OPERATING FUND (530)</b>						
<b>Beginning Balance</b>	5,147,787	9,332,062	9,545,153	2,772,753	6,515,953	8,854,853
<b>Revenues</b>						
Wastewater Sales	15,006,000	15,411,000	15,827,000	16,175,000	16,530,000	16,893,000
Interest Earnings	56,000	98,000	100,000	33,000	70,000	94,000
Other Revenues	270,300	273,900	282,600	291,400	300,300	309,400
Transfer In for Debt Service (172)	25,000	367,111	22,000	22,000	22,000	22,000
Transfer In for Debt Service (173)	9,000	149,000	150,000	150,000	150,000	422,000
<b>Total Revenues</b>	<b>15,366,300</b>	<b>16,299,011</b>	<b>16,381,600</b>	<b>16,671,400</b>	<b>17,072,300</b>	<b>17,740,400</b>
<b>Expenditures</b>						
Operating Transfers Out (to GF)	-	-	-	-	-	-
Transfer Out to Gen'l Fund (Cost of Services)	1,068,000	1,068,000	1,068,000	1,068,000	1,068,000	1,068,000
Transfer Out to WW Capital Outlay (171)	-	4,850,000	11,250,000	750,000	2,250,000	250,000
Administration & Other	1,261,685	1,332,740	1,382,000	1,434,200	1,488,400	1,544,600
Plant Maintenance	4,116,440	4,675,340	4,864,000	5,060,000	5,264,000	5,476,000
Sanitary System Maintenance	542,540	629,650	653,000	677,000	703,000	729,000
Storm Drainage Maintenance	511,600	455,000	475,000	497,000	520,000	544,000
Industrial System Maintenance	15,760	12,190	13,000	13,000	13,000	13,000
2004 Wastewater COP Debt Service	98,000	98,000	98,000	98,000	98,000	98,000
2007 Wastewater COP Debt Service	1,607,000	544,000	553,000	423,000	421,000	458,000
2012 Wastewater Refinancing	1,961,000	1,947,000	1,949,000	1,949,000	1,951,000	1,946,000
2016 Refinancing	-	474,000	849,000	959,000	957,000	959,000
<b>Total Expenditures</b>	<b>11,182,025</b>	<b>16,085,920</b>	<b>23,154,000</b>	<b>12,928,200</b>	<b>14,733,400</b>	<b>13,085,600</b>
<b>Ending Balance</b>	<b>9,332,062</b>	<b>9,545,153</b>	<b>2,772,753</b>	<b>6,515,953</b>	<b>8,854,853</b>	<b>13,509,653</b>
Operating Reserve (25%)	2,305,000	2,204,000	2,277,000	2,318,000	2,394,000	2,483,000
Available Balance	7,027,062	7,341,153	495,753	4,197,953	6,460,853	11,026,653
Debt Service Coverage (min. = 1.20)	<b>2.18</b>	<b>3.01</b>	<b>3.05</b>	<b>3.21</b>	<b>3.36</b>	<b>3.35</b>
without COST	2.47	3.42	3.46	3.64	3.79	3.78
<b>WASTEWATER CAPITAL OUTLAY (531)</b>						
<b>Beginning Balance</b>	6,015,626	2,561,390	82,818	48,747	441,176	414,176
<b>Revenues</b>						
Transfer In (from 170)	-	4,850,000	11,250,000	750,000	2,250,000	250,000
Prop 84 Grant	562,500	2,250,000	1,762,500	-	-	-
Other Revenue	96,429	96,429	96,429	96,429	-	-
<b>Total Revenues</b>	<b>658,929</b>	<b>7,196,429</b>	<b>13,108,929</b>	<b>846,429</b>	<b>2,250,000</b>	<b>250,000</b>

	<b>FY 15-16</b>	<b>FY 16-17</b>	<b>FY 17-18</b>	<b>FY 18-19</b>	<b>FY 19-20</b>	<b>FY 20-21</b>
<b>Expenditures</b>						
MSC Security Improvements	-	25,000	-	-	-	-
Finance Security Cameras	-	30,000	-	-	-	-
Info Systems Data Center	214,165	-	-	-	-	-
Misc. System Relocations	-	35,000	36,000	38,000	39,000	41,000
Misc. Wastewater Taps	40,000	40,000	42,000	43,000	45,000	47,000
Collect. System Capac. Enhanc. Projects	-	20,000	104,000	22,000	225,000	-
Wastewater Main Replac./Lining Proj.	-	-	-	54,000	1,687,000	-
Henry Graves Park Pump Station	70,000	-	-	-	-	-
Storm Drain Improvements	-	380,000	-	-	-	-
Pumps	-	200,000	-	-	-	-
Storm Drain Trash Handling System	400,000	-	-	-	-	-
Shady Acres Pump	200,000	-	-	-	-	-
Vinewood Storm Water Pump Rehab	-	200,000	-	-	-	-
Lodi Lake Outfall Line	100,000	-	-	-	-	-
Realignment of Domestic & Industrial pipe	600,000	-	-	-	-	-
Domestic Trunk Assessment and Rehab	-	100,000	2,000,000	-	-	-
Vehicles /Equipment	760,000	195,000	156,000	162,000	169,000	175,000
Plant Maintenance	400,000	-	-	-	-	-
Structural Corrosion Repair	-	1,750,000	-	-	-	-
Cloth Filter Media Replacement	30,000	-	31,000	-	-	-
Electrical/Screen/SCADA Design	500,000	500,000	-	-	-	-
Electrical Upgrades/SCADA Construction	-	3,100,000	8,320,000	-	-	-
White Slough Recycled Water Storage	750,000	3,000,000	2,350,000	-	-	-
Admin/Ops Building Improvements	24,000	-	-	-	-	-
Fence Repairs/Upgrades	25,000	-	-	27,000	-	-
Miscellaneous Future Projects	-	100,000	104,000	108,000	112,000	117,000
Total Expenditures	4,113,165	9,675,000	13,143,000	454,000	2,277,000	380,000
<b>Ending Balance</b>	<b>2,561,390</b>	<b>82,818</b>	<b>48,747</b>	<b>441,176</b>	<b>414,176</b>	<b>284,176</b>

### WASTEWATER CAPITAL RESERVE (532)

<b>Beginning Balance</b>	2,511,962	2,511,962	2,169,851	2,169,851	2,169,851	2,169,851
<b>Revenues</b>						
Transfer In from 170	-	-	-	-	-	-
Interest Earnings	25,000	25,000	22,000	22,000	22,000	22,000
Total Revenues	25,000	25,000	22,000	22,000	22,000	22,000
<b>Expenditures</b>						
Transfer Out to 170 (for Debt Service)	25,000	367,111	22,000	22,000	22,000	22,000
Total Expenditures	25,000	367,111	22,000	22,000	22,000	22,000
<b>Ending Balance</b>	<b>2,511,962</b>	<b>2,169,851</b>	<b>2,169,851</b>	<b>2,169,851</b>	<b>2,169,851</b>	<b>2,169,851</b>
Restricted Debt Service Reserve	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851
Cash Deficit (amt. owed for past DS)	-	-	-	-	-	-

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
<b>IMF WASTEWATER FACILITIES (533)</b>						
<b>Beginning Balance</b>	8,857	148,857	149,857	149,857	149,857	421,857
<b>Revenues</b>						
Wastewater IMF	149,000	149,000	149,000	149,000	421,000	438,000
Interest Earnings	-	1,000	1,000	1,000	1,000	4,000
Total Revenues	149,000	150,000	150,000	150,000	422,000	442,000
<b>Expenditures</b>						
Transfer Out (to 170 for Debt Service)	9,000	149,000	150,000	150,000	150,000	422,000
Total Expenditures	9,000	149,000	150,000	150,000	150,000	422,000
<b>Ending Balance</b>	<b>148,857</b>	<b>149,857</b>	<b>149,857</b>	<b>149,857</b>	<b>421,857</b>	<b>441,857</b>
Owed to Fund 170 for Debt Service	4,092,000	4,285,000	4,482,000	4,603,000	4,723,000	4,593,000

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
<b>WW Rate Stabilization Fund (534)</b>						
<b>Beginning Balance</b>	500,000	500,000	500,000	500,000	500,000	500,000
Transfer In from 170	-	-	-	-	-	-
Total Revenues	-	-	-	-	-	-
<b>Expenditures</b>						
Transfer Out to 170	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-
<b>Ending Balance</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>

<b>Aggregate End-of-Year Balance</b>	<b>15,054,000</b>	<b>12,448,000</b>	<b>5,641,000</b>	<b>9,777,000</b>	<b>12,361,000</b>	<b>16,906,000</b>
Operating Reserve (25%)	2,305,000	2,204,000	2,277,000	2,318,000	2,394,000	2,483,000
Restricted DS Reserve	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851	2,169,851
Rate Stabilization Fund	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	10,079,149	7,574,149	694,149	4,789,149	7,297,149	11,753,149

<b>Financial Plan Assumptions</b>						
	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
<b>Financial Assumptions</b>						
General Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Labor Inflation	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
Material/Energy Inflation	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Construction Inflation	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Interest Earnings	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
<b>Cust. Growth (SSUs)</b>	50	50	50	50	50	50
Wastewater Mitigation Impact Fee					\$ 8,420	\$ 8,760
Residential 3/4"	\$ 1,720	\$ 1,720	\$ 1,720	\$ 1,720		
Non-Residential 3/4"	4,225	4,225	4,225	4,225		

## Exhibit B

### City of Lodi -- Wastewater Utility

#### Current and Proposed Wastewater Rates

	Current	July 2016
<b>Percent Increase</b>		2.5
<b>Flat Rates (\$/month)</b>		
1 Bedroom	\$ 27.22	\$ 27.90
2 Bedroom	\$ 36.29	\$ 37.20
3 Bedroom	\$ 45.36	\$ 46.49
4 Bedroom	\$ 54.43	\$ 55.79
5 Bedroom	\$ 63.51	\$ 65.09
6 Bedroom	\$ 72.58	\$ 74.39
7 Bedroom	\$ 81.65	\$ 83.69
<b>Mobile Homes</b>		
Any Size	\$ 27.22	\$ 27.90
<b>Schools</b>		
18 Students per SSU	\$ 35.30	\$ 36.18
<b>Usage-Based Rates (1)</b>		
Monthly Usage Charge (\$/CCF) (1)	\$ 2.82	\$ 2.89
3/4" Meter Charge per month	\$ 24.78	\$ 25.40
1" Meter Charge per month	\$ 39.92	\$ 40.92
1 1/2" Meter Charge per month	\$ 77.13	\$ 79.06
2" Meter Charge per month	\$ 121.30	\$ 124.33
3" Meter Charge per month	\$ 226.62	\$ 232.29
4" Meter Charge per month	\$ 376.12	\$ 385.52
6" Meter Charge per month	\$ 749.54	\$ 768.28
8" Meter Charge per month	\$ 1,197.81	\$ 1,227.76

**Notes:**

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



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

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

**ADVERTISING INSTRUCTIONS**

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

**PUBLISH DATE:** SATURDAY, MAY 7, 2016

**LEGAL AD**

**TEAR SHEETS WANTED:** One (1) please

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

**DATED:** THURSDAY, MAY 5, 2016

**ORDERED BY:** JENNIFER M. FERRAILOLO  
CITY CLERK

*Pamela M. Ferris*  
PAMELA M. FARRIS  
DEPUTY CITY CLERK

\_\_\_\_\_  
ELIZABETH BURGOS  
ADMINISTRATIVE CLERK

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## DECLARATION OF POSTING

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

On Thursday, May 5, 2016, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing for discussion of the Community Development Block Grant program (attached and marked as Exhibit A), was posted at the following locations:

Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum  
WorkNet Office

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

Executed on May 5, 2016, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO  
CITY CLERK**

A handwritten signature in blue ink that reads "Pamela M. Farris".

PAMELA M. FARRIS  
DEPUTY CITY CLERK

\_\_\_\_\_  
ELIZABETH BURGOS  
ADMINISTRATIVE CLERK



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: June 1, 2016

Time: 7:00 p.m.

For information regarding this notice please contact:

**Jennifer M. Ferraiolo**

City Clerk

Telephone: (209) 333-6702

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on **Wednesday, June 1, 2016**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

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

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

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

By Order of the Lodi City Council:

  
Jennifer M. Ferraiolo  
City Clerk

**Dated: May 4, 2016**

Approved as to form:

  
Janice M. Magdich  
City Attorney

## Exhibit A

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

	Current	July 2016
<b>Percent Increase</b>		2.5
<b>Flat Rates (\$/month)</b>		
1 Bedroom	\$ 27.22	\$ 27.90
2 Bedroom	\$ 36.29	\$ 37.20
3 Bedroom	\$ 45.36	\$ 46.49
4 Bedroom	\$ 54.43	\$ 55.79
5 Bedroom	\$ 63.51	\$ 65.10
6 Bedroom	\$ 72.58	\$ 74.39
7 Bedroom	\$ 81.65	\$ 83.69
<b>Mobile Homes</b>		
Any Size	\$ 27.22	\$ 27.90
<b>Schools</b>		
18 Students per SSU	\$ 35.30	\$ 36.18
<b>Usage-Based Rates (1)</b>		
Monthly Usage Charge (\$/CCF) (1)	\$ 2.82	\$ 2.89
3/4" Meter Charge per month	\$ 24.78	\$ 25.40
1" Meter Charge per month	\$ 39.92	\$ 40.92
1 1/2" Meter Charge per month	\$ 77.13	\$ 79.06
2" Meter Charge per month	\$ 121.30	\$ 124.33
3" Meter Charge per month	\$ 226.62	\$ 232.29
4" Meter Charge per month	\$ 376.12	\$ 385.52
6" Meter Charge per month	\$ 749.54	\$ 768.28
8" Meter Charge per month	\$ 1,197.81	\$ 1,227.76

**Notes:**

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



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Public Hearing to Consider Adopting Resolution Adopting 2015 Urban Water Management Plan Update

**MEETING DATE:** June 1, 2016

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Public Hearing to consider adopting resolution adopting 2015 Urban Water Management Plan Update.

**BACKGROUND INFORMATION:** On August 19, 2015, City Council approved an agreement with RMC Water and Environment, of Walnut Creek, to prepare the 2015 Urban Water Management Plan (UWMP) update. State law requires the UWMP be updated by all water suppliers every five years. The City Council adopted the current UWMP on August 3, 2011.

The UWMP documents the City's plan to ensure adequate water supplies will meet existing and future water demands under a range of water supply conditions, including water shortages. The 2015 UWMP also includes information on the City's progress towards the 20 percent by 2020 conservation requirement of the Water Conservation Bill of 2009 (SB X7-7).

A summary of the 2015 UWMP, including the City's progress towards achieving the 2020 conservation targets, will be presented by RMC Water and Environment at the public hearing. The due date for submitting the adopted 2015 UWMP update to the State Department of Water Resources is July 1, 2016. The draft 2015 UWMP was made available to the public on April 11, 2016.

**FISCAL IMPACT:** By maintaining an updated Urban Water Management Plan, in accordance with State requirements, the City of Lodi remains eligible for various grant funding sources.

**FUNDING AVAILABLE:** Not applicable.

---

Charles E. Swimley, Jr.  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
CES/KG/trb

cc: Lance Roberts, Utilities Manager

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

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
ADOPTING THE CITY'S 2015 URBAN WATER  
MANAGEMENT PLAN UPDATE

=====

WHEREAS, on August 19, 2015, the City Council approved an agreement with RMC Water and Environment, of Walnut Creek, to prepare the 2015 Urban Water Management Plan update; and

WHEREAS, State law requires the Urban Water Management Plan (UWMP) be updated by all water suppliers every five years; and

WHEREAS, the UWMP Guidebook for preparing the update was released by the State in March 2016, and the due date for submittal of the adopted 2015 UWMP update is July 1, 2016; and

WHEREAS, the Lodi City Council adopted the current UWMP on August 3, 2011, documenting the City's plans to ensure adequate water supplies to meet existing and future demands for water under a range of water supply conditions, including water shortages; and

WHEREAS, the 2015 UWMP also includes information on the City's progress towards the 20 percent by 2020 conservation requirement of the Water Conservation Bill of 2009 (SB XY-7); and

WHEREAS, a summary of the UWMP, including the City's progress towards achieving the 2020 conservation targets, was presented at the public hearing held June 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt the City of Lodi's 2015 Urban Water Management Plan Update on file in the Public Works Department.

Dated: June 1, 2016

=====

I hereby certify that Resolution No. 2016-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO  
City Clerk



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

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

**ADVERTISING INSTRUCTIONS**

**SUBJECT:** PUBLIC HEARING TO CONSIDER RESOLUTION ADOPTING 2015  
URBAN WATER MANAGEMENT PLAN (UWMP) UPDATE

**PUBLISH DATE:** SATURDAY, MAY 7, 2016

**LEGAL AD**

**TEAR SHEETS WANTED:** One (1) please

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

**DATED:** THURSDAY, MAY 5, 2016

**ORDERED BY:** JENNIFER M. FERRAILOLO  
CITY CLERK

*Pamela M. Farris*  
PAMELA M. FARRIS  
DEPUTY CITY CLERK

\_\_\_\_\_  
ELIZABETH BURGOS  
ADMINISTRATIVE CLERK

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## DECLARATION OF POSTING

### **PUBLIC HEARING TO CONSIDER RESOLUTION ADOPTING 2015 URBAN WATER MANAGEMENT PLAN (UWMP) UPDATE**

On Thursday, May 5, 2016, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing for discussion of the Community Development Block Grant program (attached and marked as Exhibit A), was posted at the following locations:

Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum  
WorkNet Office

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

Executed on May 5, 2016, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO**  
**CITY CLERK**

  
PAMELA M. FARRIS  
DEPUTY CITY CLERK

\_\_\_\_\_  
ELIZABETH BURGOS  
ADMINISTRATIVE CLERK



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: June 1, 2016

Time: 7:00 p.m.

For information regarding this notice please contact:

**Jennifer M. Ferraiolo,**  
City Clerk  
Telephone: (209) 333-6702

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on **Wednesday, June 1, 2016**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to receive comments and consider the following matter:

**a) Resolution adopting 2015 Urban Water Management Plan (UWMP) update.**

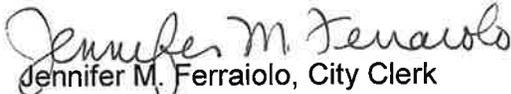
California state law requires each urban water supplier to prepare and adopt a UWMP plan every five years. The UWMP documents the City's plans to ensure adequate water supplies to meet existing and future demands for water under a range of water supply conditions, including water shortages. The 2015 UWMP also includes information on the City's progress towards the 20 percent by 2020 conservation requirement of the Water Conservation Bill of 2009 (SB X7-7). A summary of the UWMP, including the City's progress towards achieving the 2020 conservation targets, will be presented at the public hearing.

The Draft 2015 UWMP is available for public review and comment through May 25, 2016. The Draft 2015 UWMP is available at the City's website: [http://www.lodi.gov/public\\_works/water.html](http://www.lodi.gov/public_works/water.html). A hard copy is also available for review at the City Clerk's office, located at 221 West Pine Street, Lodi, CA.

The City welcomes your input on the draft plan. Please send written comments to Kathryn Garcia at [kgarcia@lodi.gov](mailto:kgarcia@lodi.gov) or Public Works Department, 2001 West Turner Road, Lodi, 95242 by May 16, 2016. Written statements may also be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

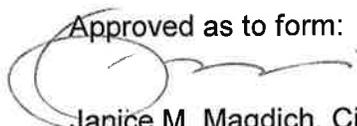
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

  
Jennifer M. Ferraiolo, City Clerk

Dated: May 4, 2016

Approved as to form:

  
Janice M. Magdich, City Attorney



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017 and Approving the Fiscal Year 2016/17 Appropriation Spending Limit

**MEETING DATE:** June 1, 2016

**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, 2016 and ending June 30, 2017 and approving the Fiscal Year 2016/17 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 2016/17 budget. Staff presented information to Council regarding this budget at the Shirtsleeve meetings on April 26, May 10, 24 and 31, 2016. Staff published a draft budget document on May 12, 2016.

The General Fund Budget for FY 2016/17 reflects a draw on reserves of \$1,564,090. This draw is part of a planned reduction in reserves related to a partial return of prior employee concessions. 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 \$8.8 million. This level of reserve will fully fund both the Catastrophic Reserve and the Economic Reserve at about \$3.75 million each, and fund additional costs associated with labor agreements through December 2017 in the amount of \$943,000. The General Fund also has a restricted reserve of about \$345,000 associated with the Digital Infrastructure and Video Competition Act (DIVCA). There are no uncommitted, undesignated reserves in the General Fund in this budget.

General Fund revenues are \$46,916,020, an increase of \$207,760 over the 2015/16 initially adopted budget. General Fund expenditures are \$48,480,110, an increase of \$689,660 over the prior year adjusted budget. The All-Funds expense/expenditure budget is \$193,050,540, a decrease of \$40 million from the previous year. The decrease is primarily related to reductions in capital projects, debt service and internal cost transfers.

All bargaining unit agreements expire on December 31, 2017. This budget incorporates all of the provisions of those agreements. Funding for the General Fund portion of these agreements is provided by reserves in excess of the reserve target established by the City Council.

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

The budget proposes 397 full time positions; a net increase of four over the prior year. The additions and deletions are shown in the table below:

Classification	Department	Number
Electric Distribution Operator	Electric	1
Electric Lineman/Linewoman	Electric	1
Metering Technician	Electric	1
Library Assistant	Library	(1)
Park Maintenance Worker I/II	PRCS	(1)
Police Records Clerk	Police	1
Public Works Inspector I/II	Public Works	1
Plant and Equipment Mechanic	Public Works	1
Net positions added		4

Total cost of the additional positions to the enterprise funds is about \$598,000. General Fund additional costs are a net increase of \$26,300. Savings associated with position deletions in the Library (\$74,320) and in PRCS (\$82,350) will remain in those funds. It should be noted that the positions being deleted are currently vacant.

Significant capital projects included in the budget are:

- Wastewater System Maintenance/Improvements (\$9.85 million)
  - Electrical upgrades, SCADA upgrades, coarse screen design and installation, recycled water storage facility, corrosion repairs, and storm drain system improvements
- Street Maintenance (\$1.4 million)
  - Sealing and striping, signal maintenance, sidewalk repairs and pavement maintenance
- Water System Improvements (\$1.2 million)
  - Continuing design and construction of the meter installation program, water well rehabilitation, and PCE/TCE projects
- Electrical System Maintenance (\$4.3 million)
  - Overhead and underground maintenance, streetlight grounding and fusing, LED decorative streetlight installation and transformer replacement

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 2016/17 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2016/17 Appropriation Limit is \$95,607,750, an increase of \$5,512,162 from the prior year. Details of the calculations are attached as Attachment 1 and Exhibits A through G.

**FISCAL IMPACT:** The 2016/17 budget provides an expenditure plan for all funds. The All-Funds budget is \$193,050,540, a decrease of about \$40.0 million from the prior year. As noted earlier, this decrease is primarily related to a reduction in budget capital projects, debt service and internal fund transfers. The General Fund budget reflects a draw on reserves of \$1,564,090, based upon revenues of \$46,916,020 and expenditures of \$48,480,110.

---

Jordan Ayers, Deputy City Manager

## APPROPRIATIONS SPENDING LIMIT

## 2016-17 APPROPRIATIONS SPENDING LIMIT

				AMOUNT
Last Year's Limit				90,095,588
Adjustment Factors				
1	Population %	1.0537		
2	Inflation %	1.0071		
Total Adjustment %				1.06118
Annual Adjustment				5,512,162
Adjustments				None
Total Adjustments				5,512,162
<b>2016-17 APPROPRIATIONS SPENDING LIMIT</b>				<b>95,607,750</b>

## 2016-17 APPROPRIATIONS SUBJECT TO LIMITATION

		AMOUNT
PROCEEDS OF TAXES		37,281,365
EXCLUSIONS		-
APPROPRIATIONS SUBJECT TO LIMITATION		37,281,365
CURRENT YEAR LIMIT		95,607,750
<b>OVER(UNDER) LIMIT</b>		<b>(58,326,385)</b>

**City of Lodi  
Appropriations Spending Limit  
Fiscal Year 2016-17**

		Amount	Source
<b>A.</b>	<b>Last Year's Limit</b>	90,095,588	
<b>B.</b>	<b>Adjustments Factors</b>		
	1 <b>Population %</b>	1.0537	(Exhibit B)
	2 <b>Inflation %</b>	1.0071	(State Finance)
	<b>Total Adjustment %</b>	1.06118	(B1*B2)
<b>C.</b>	<b>Annual Adjustment</b>	5,512,162	(B*A)
<b>D.</b>	<b>Other Adjustments</b>	None	
<b>E.</b>	<b>Total Adjustments</b>	5,512,162	(C+D)
<b>F.</b>	<b>This Year's Limit</b>	95,607,750	(A+E)

City of Lodi  
 Appropriations Spending Limit  
 Growth Factors/Calculations

EXHIBIT B

GROWTH FACTORS:		%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
12-13	3.77	0.77	1.05
13-14	5.12	0.57	0.95
14-15	-0.23	0.66	1.10
15-16	3.82	0.35	1.43
16-17	5.37	0.71	1.27

CALCULATIONS:			
Fiscal Year	Calculation		Appropriation Spending Limit
87-88	1.0347 x 1.0572 = 1.0939 1.0939 x \$22,654,787	=	\$24,782,072
88-89	1.0466 x 1.0496 = 1.0985 1.0985 x \$24,782,072	=	\$27,223,106
89-90	1.0519 x 1.0252 = 1.0784 1.0784 x \$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 1.0491x 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	1.0467x1.0168=1.0643 1.0643 x 38739012	=	\$41,229,332
97-98	1.0467x1.0070=1.0540 1.0540x 41,229,332	=	\$43,456,825
98-99	1.0415x1.01160=1.0536 1.0536x 43,456,825	=	\$45,785,303
99-00	1.0453x1.0194=1.0656 1.0656x45,785,303	=	\$48,787,849
00-01	1.0491x1.0129=1.0626 1.0626x48,787,849	=	\$51,843,597
01-02	1.0782x1.0190=1.0987 1.0986858	=	\$56,959,824
02-03	.9873x1.0214=1.00843 1.00842822		\$57,439,894
03-04	1.0231x1.0169=1.0404 1.04039039		\$59,759,913
04-05	1.0328x1.0075=1.040546 1.040546		\$62,182,939
05-06	1.0526x1.0096=1.06270496 1.06270496		\$66,082,118
06-07	1.0396x1.0030=1.0427188 1.0427188		\$68,905,066
07-08	1.0442x1.0090=1.0535978 1.0535978		\$72,598,226
08-09	1.0429x1.0068=1.0499917 1.0499917		\$76,227,535
09-10	1.0062x1.0042=1.01042604 1.01042604		\$77,022,286
10-11	.9746x1.0061= .98054506 0.98054506		\$75,523,822
11-12	1.0251x1.0061=1.03135311 1.03135311		\$77,891,729
12-13	1.0377x1.0077=1.04569029 1.04569029		\$81,450,625
13-14	1.0512*1.0057=1.05719184 1.05719184		\$86,108,936
14-15	0.9977x1.0066=1.00428482 1.00428482		\$86,477,897
15-16	1.0382x1.0035=1.04183370 1.04183370		\$90,095,588
16-17	1.0537x1.0071=1.06118127 1.06118127		\$95,607,750

16-17 Appropriations Subject to Limit:

\$37,281,365  
\$95,607,750

=

38.99%

APPROPRIATIONS SUBJECT TO LIMITATION

City of Lodi  
Fiscal Year 2016-17

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	37,281,365	(Exhibit F)
B. EXCLUSIONS	0	(Exhibit D)
C. APPROPRIATIONS SUBJECT TO LIMITATION	37,281,365	(A-B)
D. CURRENT YEAR LIMIT	95,607,750	(Exhibit A)
E. OVER(UNDER) LIMIT	(58,326,385)	(C-D)

$$\frac{37,281,365}{95,607,750} = 38.99\%$$

EXCLUDED APPROPRIATIONS

City of Lodi  
Fiscal Year 2016-17

CATEGORY		Amount
<b>COURT ORDERS</b>		
	<b>Subtotal</b>	<b>None</b>
<b>FEDERAL MANDATES</b>		
	<b>Subtotal</b>	<b>None</b>
<b>QUALIFIED CAPITAL OUTLAYS</b>		
	<b>Subtotal</b>	<b>None</b>
<b>QUALIFIED DEBT SERVICE</b>		
	<b>Subtotal</b>	<b>None</b>
<b>TOTAL EXCLUDABLE</b>		<b>None</b>

(Copy to Exhibit C & G)

**City of Lodi**  
**Schedule to Match User Fees to Costs**  
**Fiscal Year 2016-17**

**EXHIBIT E**

	User Fee Collections	Cost Associated With User Fees	Amount in Excess of User fees
<b>Public Safety Fees</b>	379,750	31,425,050	0
<b>Parks and Rec/Cultural Fees</b>	1,799,370	6,292,640	0
<b>Community Development Fees</b>	529,300	1,870,120	0
<b>PW Engineering Fees</b>	558,310	1,291,990	0
<b>Library Fees</b>	35,000	1,362,400	0
<b>Total</b>	<u>3,301,730</u>	<u>42,242,200</u>	<u>0</u>

## Calculation - Proceeds of Taxes

City of Lodi  
Fiscal Year 2016-17

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
<b>TAXES:</b>			
Property Taxes	9,496,810		9,496,810
Sales & Use Tax	11,526,070	367,730	11,893,800
Business License Tax	1,470,000		1,470,000
Franchise Tax	1,906,000		1,906,000
Transient Occupancy Tax	650,000		650,000
Real Property -Documentary Tax	160,000		160,000
In-Lieu Franchise Tax	7,131,330		7,131,330
<b>FROM STATE</b>			
Motor Vehicle In Lieu	4,896,230		4,896,230
State H-way Maintenance		11,400	11,400
Gas Tax		1,307,450	1,307,450
Cigarette tax			0
Transportation Development Act		3,650,000	3,650,000
TDA -Pedestrian/Bike Path		47,100	47,100
SB 300 Transportation Partnership		0	0
Measure K Funds		930,000	930,000
State Reimbursements-POST		35,000	35,000
Public Library grants		15,000	15,000
PERS Rebate		0	0
SB90 Reimbursements		50,000	50,000
Asset Seizure Funds/Auto Theft		0	0
Drug Suppression Grant		301,410	301,410
State special grants		361,980	361,980
Traffic Congestion Relief		0	0
State STIP reimbursement		0	0
<b>LOCALLY RAISED</b>			
Fines, Forfeitures, Penalties		1,457,500	1,457,500
Licenses and permits		1,298,480	1,298,480
Rent of City Property		1,988,000	1,988,000
Development Fees		1,607,160	1,607,160
<b>USER FEES</b>			
(from Exhibit E)	0	3,301,730	3,301,730
<b>OTHER MISCELLANEOUS</b>			
Sale of Property		402,000	402,000
Restitution-Damage to Property		0	0
Other revenue		928,620	928,620
<b>Interfund Transfers</b>			
		4,000,000	4,000,000
<b>SUB-TOTAL</b>			
(for Exhibit G)	37,236,440	22,060,560	59,297,000
<b>INTEREST EARNINGS</b>			
(from Exhibit G)	44,925	26,615	71,540
<b>TOTAL REVENUE</b>			
(use for Exhibit C)	37,281,365	22,087,175	59,368,540
<b>RESERVE WITHDRAWALS</b>			
(Including appropriated Fund Balance)			0
<b>TOTAL OF THESE FUNDS</b>			
			59,368,540
<b>OTHER FUNDS NOT INCLUDED</b>			
			134,883,340
<b>GRAND TOTAL BUDGET</b>			
			194,251,880

**Interest Earnings  
Produced by Taxes**

City of Lodi  
Fiscal Year 2016-17

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	37,236,440	^(Exhibit F)
B. MINUS EXCLUSIONS	0	(Exhibit D)
C. NET INVESTED TAXES	37,236,440	(A-B)
D. TOTAL NON-INTEREST BUDGET	59,297,000	^(Exhibit F)
E. TAX PROCEEDS AS PERCENT OF BUDGET	62.80%	(C/D)
F. INTEREST EARNINGS	71,540	
G. AMOUNT OF INTEREST EARNED FROM TAXES	44,925	(E*F)
H. AMOUNT OF INTEREST EARNED ON NON-TAXES	26,615	(F-G)
I. Take the result of steps #G & H Copy on to Exhibit F		

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING THE CITY OF LODI FINANCIAL PLAN AND BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, AND APPROVING THE 2016/17 APPROPRIATIONS SPENDING LIMIT

=====

WHEREAS, the City Manager submitted the 2016/17 Financial Plan and Budget to the City Council on May 12, 2016; and

WHEREAS, the 2016/17 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 April 26, May 10, May 24, May 31, and June 1, 2016, at the Carnegie Forum; and

WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2016/17; 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 2016/17 Financial Plan and Budget, as proposed by the City Manager, be approved as follows:

	<b>Budget</b>
<b>General Fund</b>	
Police	\$19,872,500
Fire	\$11,552,550
Public Works	\$2,177,750
City Clerk	\$686,170
City Manager	\$477,810
City Attorney	\$530,830
Internal Services	\$3,826,830
Economic Development	\$589,910
Non-Departmental	\$8,765,760
<b>Total General Fund</b>	<b>\$48,480,110</b>
<b>Other Funds</b>	
Electric Utility	\$73,705,900
Water Utility	\$11,632,580
Wastewater Utility	\$20,965,390
Transit	\$5,894,270
Streets	\$3,887,610
Community Development	\$2,192,120
Parks, Rec & Cultural Services	\$6,292,640
Library	\$1,362,400
Transportation Development Act	\$30,000
Community Dev Block Grant	\$1,128,620
Public Safety Special Revenue	\$464,790
Capital Outlay	\$984,740

Equip & Vehicle Replacement	\$584,000
Debt Service	\$1,756,780
Benefits	\$8,118,440
Self Insurance	\$3,620,720
Trust and Agency	\$62,500
Fleet Services	\$1,886,930
<b>Total Other Funds</b>	<b>\$144,570,430</b>
<b>Grand Total</b>	<b>\$193,050,540</b>

2. That the funds for the 2016/17 Financial Plan and Budget are appropriated as summarized in the document on file in the City Clerk's Office;
3. That position additions and deletions be approved as shown in the table below effective July 1, 2016:

Classification	Department	Number
Electric Distribution Operator	Electric	1
Electric Lineman/Linewoman	Electric	1
Metering Technician	Electric	1
Library Assistant	Library	(1)
Park Maintenance Worker I/II	PRCS	(1)
Police Records Clerk	Police	1
Public Works Inspector I/II	Public Works	1
Plant and Equipment Mechanic	Public Works	1
Net positions added		4

and;

4. That the Appropriations Spending Limit be increased by \$5,512,162 from the 2015/16 level of \$90,095,588 to the 2016/17 level of \$95,607,750 in accordance with the calculations on Attachment 1 and Exhibits A through G.

Dated: June 1, 2016

=====

I hereby certify that Resolution No. 2016-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 2016, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO  
City Clerk

2016-\_\_\_\_

## APPROPRIATIONS SPENDING LIMIT

## 2016-17 APPROPRIATIONS SPENDING LIMIT

				AMOUNT
Last Year's Limit				90,095,588
Adjustment Factors				
1	Population %	1.0537		
2	Inflation %	1.0071		
Total Adjustment %				1.06118
Annual Adjustment				5,512,162
Adjustments				None
Total Adjustments				5,512,162
<b>2016-17 APPROPRIATIONS SPENDING LIMIT</b>				<b>95,607,750</b>

## 2016-17 APPROPRIATIONS SUBJECT TO LIMITATION

		AMOUNT
PROCEEDS OF TAXES		37,281,365
EXCLUSIONS		-
APPROPRIATIONS SUBJECT TO LIMITATION		37,281,365
CURRENT YEAR LIMIT		95,607,750
<b>OVER(UNDER) LIMIT</b>		<b>(58,326,385)</b>

**City of Lodi  
Appropriations Spending Limit  
Fiscal Year 2016-17**

		Amount	Source
<b>A.</b>	<b>Last Year's Limit</b>	90,095,588	
<b>B.</b>	<b>Adjustments Factors</b>		
	1 <b>Population %</b>	1.0537	(Exhibit B)
	2 <b>Inflation %</b>	1.0071	(State Finance)
	<b>Total Adjustment %</b>	1.06118	(B1*B2)
<b>C.</b>	<b>Annual Adjustment</b>	5,512,162	(B*A)
<b>D.</b>	<b>Other Adjustments</b>	None	
<b>E.</b>	<b>Total Adjustments</b>	5,512,162	(C+D)
<b>F.</b>	<b>This Year's Limit</b>	95,607,750	(A+E)

City of Lodi  
 Appropriations Spending Limit  
 Growth Factors/Calculations

EXHIBIT B

GROWTH FACTORS:		%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
12-13	3.77	0.77	1.05
13-14	5.12	0.57	0.95
14-15	-0.23	0.66	1.10
15-16	3.82	0.35	1.43
16-17	5.37	0.71	1.27

CALCULATIONS:			
Fiscal Year	Calculation		Appropriation Spending Limit
87-88	1.0347 x 1.0572 = 1.0939 1.0939 x \$22,654,787	=	\$24,782,072
88-89	1.0466 x 1.0496 = 1.0985 1.0985 x \$24,782,072	=	\$27,223,106
89-90	1.0519 x 1.0252 = 1.0784 1.0784 x \$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 1.0491x 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	1.0467x1.0168=1.0643 1.0643 x 38739012	=	\$41,229,332
97-98	1.0467x1.0070=1.0540 1.0540x 41,229,332	=	\$43,456,825
98-99	1.0415x1.01160=1.0536 1.0536x 43,456,825	=	\$45,785,303
99-00	1.0453x1.0194=1.0656 1.0656x45,785,303	=	\$48,787,849
00-01	1.0491x1.0129=1.0626 1.0626x48,787,849	=	\$51,843,597
01-02	1.0782x1.0190=1.0987 1.0986858	=	\$56,959,824
02-03	.9873x1.0214=1.00843 1.00842822		\$57,439,894
03-04	1.0231x1.0169=1.0404 1.04039039		\$59,759,913
04-05	1.0328x1.0075=1.040546 1.040546		\$62,182,939
05-06	1.0526x1.0096=1.06270496 1.06270496		\$66,082,118
06-07	1.0396x1.0030=1.0427188 1.0427188		\$68,905,066
07-08	1.0442x1.0090=1.0535978 1.0535978		\$72,598,226
08-09	1.0429x1.0068=1.0499917 1.0499917		\$76,227,535
09-10	1.0062x1.0042=1.01042604 1.01042604		\$77,022,286
10-11	.9746x1.0061= .98054506 0.98054506		\$75,523,822
11-12	1.0251x1.0061=1.03135311 1.03135311		\$77,891,729
12-13	1.0377x1.0077=1.04569029 1.04569029		\$81,450,625
13-14	1.0512*1.0057=1.05719184 1.05719184		\$86,108,936
14-15	0.9977x1.0066=1.00428482 1.00428482		\$86,477,897
15-16	1.0382x1.0035=1.04183370 1.04183370		\$90,095,588
16-17	1.0537x1.0071=1.06118127 1.06118127		\$95,607,750

16-17 Appropriations Subject to Limit:

\$37,281,365  
\$95,607,750

=

38.99%

APPROPRIATIONS SUBJECT TO LIMITATION

City of Lodi  
Fiscal Year 2016-17

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	37,281,365	(Exhibit F)
B. EXCLUSIONS	0	(Exhibit D)
C. APPROPRIATIONS SUBJECT TO LIMITATION	37,281,365	(A-B)
D. CURRENT YEAR LIMIT	95,607,750	(Exhibit A)
E. OVER(UNDER) LIMIT	(58,326,385)	(C-D)

$$\frac{37,281,365}{95,607,750} = 38.99\%$$

EXCLUDED APPROPRIATIONS

City of Lodi  
Fiscal Year 2016-17

CATEGORY	Amount
<b>COURT ORDERS</b>	
<b>Subtotal</b>	<b>None</b>
<b>FEDERAL MANDATES</b>	
<b>Subtotal</b>	<b>None</b>
<b>QUALIFIED CAPITAL OUTLAYS</b>	
<b>Subtotal</b>	<b>None</b>
<b>QUALIFIED DEBT SERVICE</b>	
<b>Subtotal</b>	<b>None</b>
<b>TOTAL EXCLUDABLE</b>	<b>None</b>

(Copy to Exhibit C & G)

**City of Lodi**  
**Schedule to Match User Fees to Costs**  
**Fiscal Year 2016-17**

**EXHIBIT E**

	User Fee Collections	Cost Associated With User Fees	Amount in Excess of User fees
<b>Public Safety Fees</b>	379,750	31,425,050	0
<b>Parks and Rec/Cultural Fees</b>	1,799,370	6,292,640	0
<b>Community Development Fees</b>	529,300	1,870,120	0
<b>PW Engineering Fees</b>	558,310	1,291,990	0
<b>Library Fees</b>	35,000	1,362,400	0
<b>Total</b>	<u>3,301,730</u>	<u>42,242,200</u>	<u>0</u>

## Calculation - Proceeds of Taxes

City of Lodi  
Fiscal Year 2016-17

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
<b>TAXES:</b>			
Property Taxes	9,496,810		9,496,810
Sales & Use Tax	11,526,070	367,730	11,893,800
Business License Tax	1,470,000		1,470,000
Franchise Tax	1,906,000		1,906,000
Transient Occupancy Tax	650,000		650,000
Real Property -Documentary Tax	160,000		160,000
In-Lieu Franchise Tax	7,131,330		7,131,330
<b>FROM STATE</b>			
Motor Vehicle In Lieu	4,896,230		4,896,230
State H-way Maintenance		11,400	11,400
Gas Tax		1,307,450	1,307,450
Cigarette tax			0
Transportation Development Act		3,650,000	3,650,000
TDA -Pedestrian/Bike Path		47,100	47,100
SB 300 Transportation Partnership		0	0
Measure K Funds		930,000	930,000
State Reimbursements-POST		35,000	35,000
Public Library grants		15,000	15,000
PERS Rebate		0	0
SB90 Reimbursements		50,000	50,000
Asset Seizure Funds/Auto Theft		0	0
Drug Suppression Grant		301,410	301,410
State special grants		361,980	361,980
Traffic Congestion Relief		0	0
State STIP reimbursement		0	0
<b>LOCALLY RAISED</b>			
Fines, Forfeitures, Penalties		1,457,500	1,457,500
Licenses and permits		1,298,480	1,298,480
Rent of City Property		1,988,000	1,988,000
Development Fees		1,607,160	1,607,160
<b>USER FEES</b>			
(from Exhibit E)	0	3,301,730	3,301,730
<b>OTHER MISCELLANEOUS</b>			
Sale of Property		402,000	402,000
Restitution-Damage to Property		0	0
Other revenue		928,620	928,620
<b>Interfund Transfers</b>			
		4,000,000	4,000,000
<b>SUB-TOTAL</b>			
(for Exhibit G)	37,236,440	22,060,560	59,297,000
<b>INTEREST EARNINGS</b>			
(from Exhibit G)	44,925	26,615	71,540
<b>TOTAL REVENUE</b>			
(use for Exhibit C)	37,281,365	22,087,175	59,368,540
<b>RESERVE WITHDRAWALS</b>			
(Including appropriated Fund Balance)			0
<b>TOTAL OF THESE FUNDS</b>			
			59,368,540
<b>OTHER FUNDS NOT INCLUDED</b>			
			134,883,340
<b>GRAND TOTAL BUDGET</b>			
			194,251,880

Interest Earnings  
Produced by Taxes

City of Lodi  
Fiscal Year 2016-17

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	37,236,440	^(Exhibit F)
B. MINUS EXCLUSIONS	0	(Exhibit D)
C. NET INVESTED TAXES	37,236,440	(A-B)
D. TOTAL NON-INTEREST BUDGET	59,297,000	^(Exhibit F)
E. TAX PROCEEDS AS PERCENT OF BUDGET	62.80%	(C/D)
F. INTEREST EARNINGS	71,540	
G. AMOUNT OF INTEREST EARNED FROM TAXES	44,925	(E*F)
H. AMOUNT OF INTEREST EARNED ON NON-TAXES	26,615	(F-G)
I. Take the result of steps #G & H Copy on to Exhibit F		



# Fiscal Year 2016/17 Budget

City Council Meeting  
June 1, 2016

# [ Overview ]

---

- General Fund summary
- Significant issues
- Major capital projects

# [ All Funds ]

- Total revenue of \$203,577,710
- Total appropriation of \$193,050,540
- Increase in reserves of \$10,527,170
  - General Fund (\$1,564,090)
  - Enterprise funds (\$19,970)
  - Special Revenue \$11,137,470
  - Others \$973,760

# General Fund

## Statement of Estimated Changes in Fund Balance

For the Fiscal Year Ended June 30, 2017

With Audited Actuals for FY 2013-14 and FY 2014-15 and Comparative Budget FY 2015-16

General Fund	Audited	Audited		Estimated	
	2013-14	2014-15	2015-16	2015-16	2016-17
	Actuals	Actuals	Budget	Actuals	Budget
<b>Fund Balance</b>					
Beginning Fund Balance Unreserved	7,559,467	8,950,876	10,692,396	11,842,218	10,359,298
Revenues	43,428,188	46,181,151	46,708,260	46,307,530	46,916,020
Expenditures	<u>42,036,779</u>	<u>43,289,809</u>	<u>47,790,450</u>	<u>47,790,450</u>	<u>48,480,110</u>
Net Difference (Revenues Less Expenditures)	1,391,409	2,891,342	(1,082,190)	(1,482,920)	(1,564,090)
<b>Fund Balance</b>					
Ending Fund Balance Unreserved*	<u>8,950,876</u>	<u>11,842,218</u>	<u>9,610,206</u>	<u>10,359,298</u>	<u>8,795,208</u>

\*Composed of Catastrophic & Economic reserve (\$3,753,282 each); DIVCA reserve (\$345,294); designated for settled labor agreements (\$943,350)

# [ General Fund ]

- Drawing down reserves by \$1,564,090
  - Partial restoration of employee concessions
- Reserve Target met
- No uncommitted, undesignated reserves

# [ Labor ]

---

- 397 funded positions
  - 4 more than prior year
- All employee groups under contract through December 2017
  - Designated reserves fund labor agreements thru December 2017

# [ Positions ]

## ■ Recommended position changes

<b>Classification</b>	<b>Department</b>	<b>Number</b>
Electric Distribution Operator	Electric	1
Electric Lineman/Linewoman	Electric	1
Metering Technician	Electric	1
Library Assistant	Library	(1)
Park Maintenance Worker I/II	PRCS	(1)
Police Records Clerk	Police	1
Public Works Inspector I/II	Public Works	1
Plant and Equipment Mechanic	Public Works	1
Net positions added		4

# [ PERS Projections ]

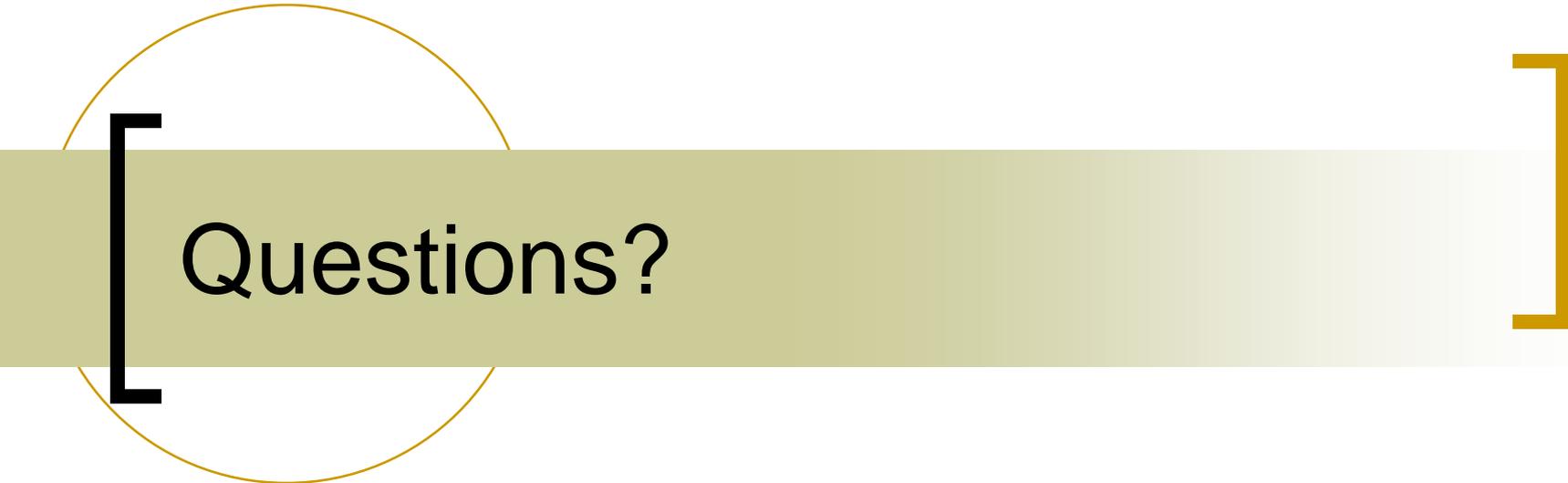
	2016/17	2017/18*	2018/19*	2019/20*	2020/21*	2021/22*
Miscellaneous	21.797%	23.7%	25.6%	27.4%	27.7%	28.3%
Safety	44.754%	47.7%	50.7%	53.7%	54.5%	55.2%
Estimated Cost	\$9.2M	\$10.2M	\$11.2M	\$12.3M	\$12.8M	\$13.4M
*Projected rates from PERS actuarial report						

# [ Major Capital Projects ]

- Wastewater System Maintenance (\$9.85M)
- Electric System Maintenance (\$4.3M)
- Road Maintenance/Resurfacing (\$1.4M)
- Water System Improvements (\$1.2M)

# [ Action Requested ]

- Adopt resolution approving the City of Lodi Financial Plan and Budget for FY 2016/17 and approving the FY 2016/17 Appropriation Spending Limit



Questions?



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Ordinance No. 1920 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.40 – Permit Approval or Disapproval – by Repealing and Re-Enacting Section 17.40.020 (B) Applicability Table 4-2 for Site Plan and Architectural Approval"

**MEETING DATE:** June 1, 2016

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1920.

**BACKGROUND INFORMATION:** Ordinance No. 1920 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.40 – Permit Approval or Disapproval – by Repealing and Re-Enacting Section 17.40.020 (B) Applicability Table 4-2 for Site Plan and Architectural Approval," was introduced at the regular City Council meeting of May 18, 2016.

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

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Jennifer M. Ferraiolo  
City Clerk

JMF/PMF  
Attachment

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

ORDINANCE NO. 1920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI  
 AMENDING LODI MUNICIPAL CODE CHAPTER 17.40 – PERMIT  
 APPROVAL OR DISAPPROVAL – BY REPEALING AND  
 REENACTING SECTION 17.40.020 (B) APPLICABILITY  
 TABLE 4-2 FOR SITE PLAN AND ARCHITECTURAL APPROVAL

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Section 17.40.020 (B) Applicability Table 4-2 “Site Plan and Architectural Approval” is hereby repealed and reenacted to read as follows:

**B. Applicability.** Table 4-2 identifies when Site Plan and Architectural Approval is required, and the responsible review authority.

<b>TABLE 4-2 Applicability of Site Plan and Architectural Approval</b>			
<b>Type of Project</b>	<b>Site Plan and Architectural Approval Requirement</b>		
	<b>Exempt</b>	<b>Director Review</b>	<b>SPARC Review</b>
Individual single-family homes and accessory structures, including additions and alterations, under individual applications in the R-1, R-1E, and R-2 zoning districts.	√		
Ground floor additions and alterations deemed visually or functionally insignificant by the Director.	√		
Multiple single-family detached homes and accessory structures in the R-1, R-1E, and R-2 zoning districts. (1)			√
Multi-family dwellings and accessory structures in the RMD and RHD zoning districts. (4)			√
Temporary structures that will be removed within one year. (2)			√
Additions and alterations in all zoning districts, except the R-1, R-1E, R-2, RMD, and RHD zones, that do not meet the specific criteria above. (2) (3)			√
Nonresidential development containing up to 10,000 square feet of total gross structure area. (3)			√
Nonresidential development containing 10,000 square feet or more of total gross structure area. (3)			√
All other land uses.			√

**Notes:**

- (1) Only where the same basic design will be used more than once in the same subdivision.
- (2) Landscaping plans may be required.
- (3) Site Plan and Architectural Approval shall be required for new structures and addition or reconstruction projects that are equal to 50 percent or greater of the floor area of the existing structures on the site and where the cumulative square footage of a development project exceeds 10,000 square feet, even though individual structures may be less than 10,000 square feet.
- (4) Site Plan and Architectural approval shall be required for new multi-family projects on vacant parcels and new construction, additions or reconstruction projects that are equal to 50 percent or greater of the floor area of the existing structures on a developed site.

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. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
MARK CHANDLER  
Mayor

Attest:

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1920 was introduced at a regular meeting of the City Council of the City of Lodi held May 18, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1920 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

\_\_\_\_\_  
JENNIFER M. FERRAIOLO  
City Clerk

Approved as to Form:  
Lodi City Attorney's Office

By: \_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Ordinance No. 1921 Entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 1.08 – General Penalty – by Repealing and Re-Enacting Section 1.08.010 (A), ‘General Penalty’”

**MEETING DATE:** June 1, 2016

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1921.

**BACKGROUND INFORMATION:** Ordinance No. 1921 entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 1.08 – General Penalty – by Repealing and Re-Enacting Section 1.08.010 (A), ‘General Penalty,’” was introduced at the regular City Council meeting of May 18, 2016.

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

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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

JMF/PMF  
Attachment

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

ORDINANCE NO. 1921

AN ORDINANCE OF THE LODI CITY COUNCIL  
AMENDING LODI MUNICIPAL CODE CHAPTER  
1.08 – GENERAL PENALTY – BY REPEALING  
AND REENACTING SECTION 1.08.010 (A),  
“GENERAL PENALTY”

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BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 1.08 – General Penalty – is hereby amended by repealing and reenacting Section 1.08.010 (A), “General Penalty,” and shall read as follows:

- A. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code or the ordinances of the city is guilty of a misdemeanor, unless the violation is made an infraction by ordinance, or at the discretion of the prosecuting attorney.

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. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
MARK CHANDLER  
Mayor

ATTEST:

\_\_\_\_\_  
JENNIFER M. FERRAILOLO  
City Clerk

State of California  
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1921 was introduced at a regular meeting of the City Council of the City of Lodi held May 18, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1921 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO  
City Clerk

Approved to Form:

JANICE D. MAGDICH  
City Attorney