



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: June 4, 2014

Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl-Olson

City Clerk

Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Appointment of Council Appointees: City Manager and City Attorney; Pursuant to Government Code §54957; and Conference with Mayor Phil Katzakian (Labor Negotiator) Regarding City Council Appointees – City Manager, City Attorney, and City Clerk; Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations – None

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

- C-1 Receive Register of Claims in the Amount of \$5,919,508.15 (FIN)
- C-2 Approve Minutes (CLK)
 - a) May 20 and 27, 2014 (Shirtsleeve Sessions)
 - b) May 21, 2014 (Regular Meeting)
- C-3 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)
- Res. C-5 Adopt Resolution Approving the Purchase of Hardware and Software from Dell for the Electric Utility's Geographic Information System and MilSoft Utility Solutions Software (\$25,000) (EU)
- Res. C-6 Adopt Resolution Awarding Contract for 2014 GrapeLine Bus Stop Improvements to A.M. Stephens Construction Company, Inc., of Lodi (\$277,083.90) (PW)
- Res. C-7 Adopt Resolution Awarding Contract for Kettleman Lane Bus Stop Improvements to A.M. Stephens Construction Company, Inc., of Lodi (\$45,874) (PW)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access (\$20,057) (PD)
- C-9 Authorize the City Attorney to Issue "Comfort Letter" to Ford Construction Company, Inc., in Connection with the Purchase of Property at 300 West Pine Street (CA)

- Res. C-10 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at 13 Locations During Fiscal Year 2014/15 (\$659,360) (PRCS)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Efficiency Services Group LLC, of Milwaukie, Oregon, for Public Benefit Program Administration (\$50,000) (EU)
- Res. C-12 Adopt Resolution Reviewing and Maintaining the Current Electric Utility Reserve Policy (EU)
- Res. C-13 Adopt Resolution Authorizing the City Manager to File Claim for 2013/14 Transportation Development Act Funds in the Amount of \$2,175,304 from Local Transportation Fund and \$171,375 from State Transit Assistance Fund (PW)
- C-14 Adopt the Following Resolutions Pertaining to the November 4, 2014, General Municipal Election: (CLK)
- Res. a) Resolution Calling and Giving Notice of the General Municipal Election to Be Held on Tuesday, November 4, 2014, for the Election of Certain Officers of the City;
- Res. b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election to Be Held on Tuesday, November 4, 2014;
- Res. c) Resolution Setting Forth the Council's Policy Regarding Impartial Analyses, Arguments, and Rebuttal Arguments for Any Measure(s) that May Qualify to Be Placed on the Ballot for the November 4, 2014, General Municipal Election; and
- Res. d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election to Be Held on Tuesday, November 4, 2014
- Res. C-15 Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments,
Res. Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and
Res. Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2014/15; and Set Public Hearing for July 16, 2014 (PW)
- C-16 Set Public Hearing for July 16, 2014, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Index for Wastewater Rates and Restructured Water Rates for Residential, Commercial, and Industrial Customers (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Communications – 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, 2014 and Ending June 30, 2015, and Approving the Fiscal Year 2014/15 Appropriation Spending Limit (CM)

- Res. I-2 Adopt Resolution Appointing Stephen Schwabauer as City Manager and Approving the Related Employment Agreement
- Res. I-3 Adopt Resolution Appointing Janice D. Magdich as City Attorney and Approving the Related Employment Agreement
- Res. I-4 Adopt Resolution Approving Addendum to Employment Agreement with City Clerk by Adding Standalone Legislative Job Duties, Reclassifying the Position as City Clerk/Legislative Affairs Officer, and Adjusting Salary

J. Ordinances – None

K. Adjournment

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

Randi Johl-Olson
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 Randi Johl-Olson 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 Randi Johl-Olson (209) 333-6702.

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



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims through May 15, 2014 in the Total Amount of \$5,919,508.15.

MEETING DATE: June 4, 2014

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$5,919,508.15.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$5,919,508.15 through 05/15/14. Also attached is Payroll in the amount of \$1,215,247.41.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Accounts Payable
Council Report

Page 1
Date - 05/20/14

As of Thursday	Fund	Name	Amount
05/15/14	00100	General Fund	1,040,837.66
	00120	Vehicle Replacement Fund	20,184.57
	00160	Electric Utility Fund	3,047,585.56
	00161	Utility Outlay Reserve Fund	29,879.21
	00164	Public Benefits Fund	49,659.56
	00166	Solar Surcharge Fund	21,894.40
	00168	Environmental Compliance	4,050.00
	00170	Waste Water Utility Fund	29,184.70
	00171	Waste Wtr Util-Capital Outlay	22,995.33
	00180	Water Utility Fund	43,889.08
	00181	Water Utility-Capital Outlay	341,644.19
	00210	Library Fund	5,218.91
	00236	LPD-OTS Grants	277.38
	00239	CalGRIP	206.10
	00260	Internal Service/Equip Maint	48,343.81
	00270	Employee Benefits	532,307.68
	00310	Worker's Comp Insurance	150,914.54
	00320	Street Fund	64,486.43
	00321	Gas Tax-2105,2106,2107	7,949.19
	00322	Gas Tax -2103	7,799.32
	00325	Measure K Funds	1,339.50
	00331	Federal - Streets	193,106.70
	00340	Comm Dev Special Rev Fund	1,327.58
	00347	Parks, Rec & Cultural Services	38,253.58
	00459	H U D	7,324.47
	01211	Capital Outlay/General Fund	3,786.48
	01214	Arts in Public Places-IMF	150.00
	01250	Dial-a-Ride/Transportation	162,347.04
	01251	Transit Capital	1,123.26
	01410	Expendable Trust	19,355.76
Sum			5,897,421.99
	00184	Water PCE-TCE-Settlements	252.00
	00190	Central Plume	21,834.16
Sum			22,086.16
Total Sum			5,919,508.15

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	05/11/14	00100	General Fund	696,612.06
		00160	Electric Utility Fund	147,937.75
		00161	Utility Outlay Reserve Fund	2,655.48
		00170	Waste Water Utility Fund	130,094.69
		00180	Water Utility Fund	10,710.83
		00210	Library Fund	23,631.31
		00260	Internal Service/Equip Maint	17,373.67
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	28,705.88
		00340	Comm Dev Special Rev Fund	24,564.82
		00347	Parks, Rec & Cultural Services	120,937.96
		01250	Dial-a-Ride/Transportation	9,067.07
Pay Period Total:				
Sum				1,215,247.41



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) May 20, 2014 (Shirtsleeve Session)
b) May 21, 2014 (Regular Meeting)
c) May 27, 2014 (Shirtsleeve Session)

MEETING DATE: June 4, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) May 20, 2014 (Shirtsleeve Session)
b) May 21, 2014 (Regular Meeting)
c) May 27, 2014 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl-Olson
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, Interim City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 20, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 20, 2014, commencing at 7:00 a.m.

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

Absent: Council Member Mounce

Also Present: Interim City Manager Schwabauer, Interim City Attorney Magdich, and City Clerk Johl-Olson

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2014/15 Budget (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the fiscal year 2014/15 budget. Specific topics of discussion included revenues and expenditures for each of the following special revenue funds: Library, Transit, Streets, Fleet, Community Development, and Parks, Recreation and Cultural Services.

In response to Mayor Pro Tempore Hansen, Mr. Ayers stated the Library is operating with ten positions.

In response to Council Member Johnson, Traffic Engineer Paula Fernandez explained that Measure K funding has declined because Transportation Development Act (TDA) funding has increased and therefore less Measure K funding is needed to backfill TDA funding.

In response to Council Member Johnson, Ms. Fernandez stated the proposed parking study, which is funded through grant monies, will review options for secure parking for transit vehicles near the station and will include a review of properties and appraisals for those properties.

In response to Council Member Nakanishi, Ms. Fernandez stated the City previously requested Measure K funds because TDA funds were in shortfall and now that TDA funding has increased there are less Measure K funds needed.

In response to Council Member Johnson, Ms. Fernandez stated the vehicle locator equipment is new equipment and funded through grant monies through Proposition 1B.

In response to Mayor Pro Tempore Hansen, Ms. Fernandez stated bus shelters and stops are improved annually and include roofing for bus shelter and announcements on buses will be automated.

In response to Mayor Katzakian, Mr. Ayers stated facility upgrades include projects such as the transit station restroom improvements.

In response to Mayor Pro Tempore Hansen, Deputy Public Works Director Charlie Swimley stated the Sacramento Street project is scheduled for completion in early July. A brief discussion ensued regarding access to businesses during the construction period and the efforts of the City and contractor to facilitate accessibility for the businesses.

In response to Council Member Johnson, Mr. Swimley stated work on the Church Street parking lot will begin in June.

In response to Mayor Pro Tempore Hansen, Mr. Swimley stated the signals for Lockeford and Stockton and Guild and Victor will be designed and installed in the 2015/16 fiscal year.

In response to Council Member Nakanishi, Mr. Ayers provided a brief overview of expenditures charged against specific operating units including fleet.

Council Member Johnson requested a copy of the traffic signal light improvement list when it is completed.

In response to Mayor Pro Tempore Hansen, Mr. Ayers confirmed that the Neighborhood Services Manager position exists in Community Development and therefore that fund is connected to the Community Development Block Grant funding for administration.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer provided an overview of the changes in law related to lighting and landscaping districts based on a general benefit and special benefit assessment.

In response to Mayor Pro Tempore Hansen, Parks, Recreation, and Cultural Services Director Jeff Hood stated he believes the after school program will continue into the future and anticipates the matter coming before the Council for approval in June.

In response to Council Member Nakanishi and Mayor Pro Tempore Hansen, Mr. Ayers and Mr. Schwabauer provided an overview of how the minimum wage increase approved by the State will affect positions in various departments in the City, including part-time positions in the Parks, Recreation and Cultural Services Department.

In response to Mayor Pro Tempore Katakian, Mr. Hood stated the grant documentation is being completed currently for the Lodi Lake ramp and parking lot project and permitting, design, and construction will follow soon thereafter. Mr. Hood stated that through education and outreach efforts from the Sheriff's office and Police Department, along with the Parks and Recreation Department, conflicts on the lake between motorized and non-motorized users will decrease. Mr. Hood stated related flyers regarding rules and hours will be handed out on Memorial Day weekend.

Council Member Johnson requested a list of City positions that are eligible for retirement now and into the near future.

In response to Mayor Pro Tempore Hansen, Library Services Director Dean Gualco confirmed that the Library is not a revenue generating department, other than nominal late and rental fee collection, and is wholly supported by the General Fund.

In response to Council Member Johnson, Police Chief Helms stated to his knowledge fees have not been charged for the rental of the community room at the Police Department. Mr. Johnson suggested policies regarding room usage and fees at City facilities be consistent.

Myrna Wetzel spoke in regard to her concerns about the potholes on Main and Pine Streets.

In response to Mayor Katakian, Mr. Swimley stated the potholes near the railroad tracks on Lockeford Street are being looked at by Union Pacific.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:45 a.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 21, 2014**

- 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
- C-4 Return to Open Session / Disclosure of Action - N/A
- A. Call to Order / Roll Call

The Regular City Council meeting of May 21, 2014, was called to order by Mayor Katzakian at 7:00 p.m.

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

Absent: Mayor Pro Tempore Hansen

Also Present: Interim City Manager Schwabauer, Interim City Attorney Magdich, and Assistant City Clerk Robison

NOTE: Council Member Mounce participated via teleconference.

B. Presentations

B-1 Presentation of Certificate of Recognition to the Heritage School Earth Keepers (CLK)

Mayor Katzakian presented Certificate of Recognition to Kathy Grant and the students of the Heritage School Earth Keepers for its efforts in keeping the school campus and neighboring streets clean of trash.

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

Council Member Johnson made a motion, second by Council Member Nakanishi, 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 Katzakian

Noes: None

Absent: Mayor Pro Tempore Hansen

C-1 Receive Register of Claims in the Amount of \$3,950,743.94 (FIN)

Claims were approved in the amount of \$3,950,743.94.

C-2 Approve Minutes (CLK)

The minutes of May 6, 2014 (Shirtsleeve Session), May 7, 2014 (Regular Meeting), and May 13,

2014 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Lake Park - Youth Area Pathway Improvements (PW)

Approved the plans and specifications and authorized advertisement for bids for Lodi Lake Park - Youth Area Pathway Improvements.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Transit Station Modification Project (PW)

Council Member Johnson made a motion, second by Council Member Nakanishi, to approve the plans and specifications and authorize advertisement for bids for Lodi Transit Station Modification Project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Mounce, Council Member Nakanishi, and Mayor Katzakian

Noes: Council Member Johnson

Absent: Mayor Pro Tempore Hansen

C-5 Adopt Resolution Authorizing the City Manager to Approve the Sole Source Purchase of a Computed Radiography (X-Ray) Reader for the Lodi Police Department and Appropriating Funds (\$20,478) (PD)

Adopted Resolution No. 2014-78 authorizing the City Manager to approve the sole source purchase of computed radiography (x-ray) reader for the Lodi Police Department and appropriating funds in the amount of \$20,478.

C-6 Accept Memorial Bench and Plaque Project in Memory of Jennifer Katzakian (PRCS)

Accepted the memorial bench and plaque project in memory of Jennifer Katzakian.

C-7 Accept Improvements Under Contract for Alley Improvement Project - Phase 4 (PW)

Accepted the improvements under contract for Alley Improvement Project - Phase 4.

C-8 Accept Improvements Under Contract for Lodi West Wall Replacement, 2560 Paradise Drive (PW)

Accepted the improvements under contract for Lodi West Wall Replacement, 2560 Paradise Drive.

C-9 Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000) (PRCS)

Adopted Resolution No. 2014-79 approving the master lease agreement with the Lodi Grape Festival and National Wine Show Association for use of various Festival ground facilities in the amount of \$21,000.

C-10 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2014/15 (PW)

Adopted Resolution No. 2014-80 ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2014/15.

C-11 Adopt Resolution Finding Existence of a Drought Emergency (PW)

This item was pulled from the Consent Calendar by Council Member Nakanishi.

In response to Council Member Nakanishi, Deputy Public Works Director Charlie Swimley explained that the purpose of this declaration is to acknowledge the statewide water emergency, which gives the Public Works Director the authority to increase water conservation measures if the condition worsens. A Stage 1 water shortage contingency means normal operations at this time.

Council Member Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-82 finding the existence of a drought emergency.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Pro Tempore Hansen

C-12 Receive Draft Allocation Methodology for the 2014-2023 Regional Housing Needs Allocation for San Joaquin County (CD)

Received the draft allocation methodology for the 2014-2023 Regional Housing Needs Allocation for San Joaquin County.

C-13 Authorize the Mayor, on Behalf of the City Council, to Send Letter of Opposition for AB 2188 - Solar Energy Permits (Muratsuchi) (CLK)

Authorized the Mayor, on behalf of the City Council, to send letter of opposition for AB 2188 - Solar Energy Permits (Muratsuchi).

C-14 Adopt Resolution Declaring Intention to Annex Territory to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax Therein and Setting Public Hearing for July 16, 2014 (PW)

Adopted Resolution No. 2014-81 declaring intention to annex territory to Community Facilities District No. 2007-1 (Public Services) and to levy a special tax therein and setting public hearing for July 16, 2014.

D. Comments by the Public on Non-Agenda Items

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Pastor Mark Price with St. Paul Lutheran Church requested Council endorse the implementation

of Laura's Law in San Joaquin County to further raise awareness of mental health issues and how it affects individuals, families, and friends, as well as the impact on police departments, hospitals, and care givers.

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

Council Member Nakanishi paid tribute to Ross Farrow who passed away recently and read the following statement from the Lodi News-Sentinel for the record: "In a business noted for its transience, Mr. Farrow was a stalwart, serving as a reporter for the Lodi News-Sentinel from October 1997 until last December. He died Friday night at a hospital in Sacramento due to complications of pneumonia."

Council Member Mounce thanked Mayor Katzakian, her fellow Council Members, and staff for their assistance in allowing her to participate in the Council meeting via telephone.

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

Interim City Manager Schwabauer wished his son, Jacob, a happy eleventh birthday.

Council Member Johnson wished Mayor Katzakian good luck with his son's wedding this weekend.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving the Planning Commission's Recommendation to Authorize 145 Low-Density Residential, 55 Medium-Density Residential, and 88 High-Density Residential Growth Management Allocations for Van Ruiten Ranch Subdivision (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 Katzakian called for the public hearing to consider adopting resolution approving the Planning Commission's recommendation to authorize 145 low-density residential, 55 medium-density residential, and 88 high-density residential Growth Management Allocations for Van Ruiten Ranch Subdivision.

Senior Planner Craig Hoffman provided a PowerPoint presentation regarding the Planning Commission's recommendation to authorize 145 low-density residential, 55 medium-density residential, and 88 high-density residential Growth Management Allocations for the Van Ruiten Ranch Subdivision. Specific topics of discussion included the request from Van Ruiten Ranch, subdivision map, Growth Management Allocation history, Growth Management Allocations for 2014, Growth Management Allocations for Van Ruiten Ranch, environmental review, and staff recommendation.

In response to Council Member Johnson, Mr. Hoffman stated the area on the north end of the complex consists of existing winery buildings that will eventually be demolished.

In reference to the letter from Kenneth and Carolyn Beck, Mr. Hoffman stated he met with them previously regarding their concerns about access to their property. At the time, they were unwilling to give up access on Lower Sacramento Road and take a temporary access. He stated he would follow up with them to discuss the issue further.

In response to Council Member Nakanishi, Mr. Hoffman explained the Growth Management Allocation figures in Tables B and C of the PowerPoint, stating that it takes into account the allocations made for the Rose Gate project, the 2% allocations for 2014, and the request of

Van Ruiten Ranch Subdivision, which leaves 5,055 allocations remaining for 2014. Mr. Hoffman added that staff is monitoring how allocations are being distributed and will continue to watch as the Rose Gate and Van Ruiten Ranch subdivisions progress. In further response, Mr. Hoffman and Mr. Schwabauer stated that, despite the 2% growth allocation restriction, Lodi is consistent with many communities in relation to growth; however, it is still much lower than cities such as Tracy, Stockton, and Elk Grove partially due to the fact that Lodi does not have an abundance of empty lots. The City is beginning to see an increase in residential building permits, and Mr. Hoffman stated staff plans to return to Council with a report on development trends and what it means for years 2015-2016.

Council Member Johnson added that Lodi has always been well controlled with growth and it will most likely never see expansion like some cities have, citing Lathrop's sizable River Islands project.

Council Member Mounce expressed her concern that the 2% growth restriction is compounded each year, with over 5,000 allocations at present time, and if there were a spike in development, Lodi could grow exponentially. Mr. Schwabauer stated that the City can expire allocations, which staff did about a year ago.

In response to Council Member Mounce, Mr. Hoffman assured Council he would work with Mr. and Mrs. Beck and the Van Ruiten Family to discuss the Beck's concerns regarding access and he felt confident that the issue could be resolved through the final draft and improvement plan process. Council Member Mounce requested that Council be kept apprised on the progress.

Mayor Katzakian opened the public hearing for public comment.

Dennis Bennett, project developer, expressed support for the project and recommended Council approval. He confirmed that the winery buildings, which sit on top of the property line, are set to be demolished at some point during the project and he has been in contact with the adjacent property owner.

In response to Council Member Nakanishi, Mr. Bennett stated the first phase is anticipated to be completed in fall of this year; however, it will be dependent upon the completion of the improvement plan, the bidding process, and issues relating to sewer and storm lines.

In response to Council Member Johnson, Mr. Schwabauer stated that as it stands now the ponding basin will only have a trail feature around it. Mr. Johnson stated he would be in favor of any opportunity to make the basin more user friendly.

Jeffrey Kirst expressed support for the project, stating this would be a step in the right direction toward a recovery in the building industry.

There being no further public comments, Mayor Katzakian closed the public hearing

Council Member Mounce stated she would support the project, but she expressed concerns about the unknown as to whether or not the City will receive property taxes on annexations and that Council has not taken action to date to lower impact fees for the purpose of encouraging development. Prior to any more subdivision applications, she would like to see these issues resolved.

Council Member Johnson made a motion, second by Mayor Katzakian, to adopt Resolution No. 2014-83 approving the Planning Commission's recommendation to authorize 145 low-density residential, 55 medium-density residential, and 88 high-density residential Growth Management Allocations for Van Ruiten Ranch Subdivision.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Pro Tempore Hansen

H. Communications

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

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

Lodi Improvement Committee

One Vacancy, term to expire March 1, 2014

One Vacancy, term to expire March 1, 2015

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Pro Tempore Hansen

H-2 Monthly Protocol Account Report (CLK)

Council Member Johnson made a motion, second by Mayor Katzakian, to approve the cumulative Monthly Protocol Account Report through April 30, 2014.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Mayor Pro Tempore Hansen

I. Regular Calendar

I-1 Authorize City Manager to Execute Addendum to Memorandum of Understanding Between Visit Lodi! Conference and Visitors Bureau and the City of Lodi (CM)

Interim City Manager Schwabauer provided a report regarding the proposed Memorandum of Understanding with Visit Lodi!, stating the terms and conditions are the same for a three-year period, it continues the 19% sharing of the Transient Occupancy Tax (TOT), and the only additional requirement is that Visit Lodi! make a good faith effort to implement a 1.5% increase in the Business Improvement District assessments.

Melissa Phillips Stroud, Visit Lodi! board member, encouraged Council to renew the contract with Visit Lodi! and listed the many benefits to the City this partnership promotes.

Beth Kim, owner of the Holiday Inn and Visit Lodi! chairperson, expressed support for the contract renewal, stating that Visit Lodi! acts as concierge on behalf of the City by encouraging visitors to

enjoy local restaurants and businesses and that hotels contribute 6% of revenue in TOT and in return they should receive City support to further invest in Lodi tourism.

Yogi Patel, owner of Motel 6, expressed support for renewing the contract with Visit Lodi! and stated this partnership helps local businesses as well as the City.

Nancy Beckman, CEO of Visit Lodi!, thanked Council for its support over the years and stated this partnership with the City has been a great benefit to local businesses, wineries, and attractions. Tourism is an economic driver for the community, and by renewing this contract, the City would continue to receive a return on its investment. She requested Council approve the contract renewal.

Council Member Mounce stated she could not support the contract renewal because of her concern that Visit Lodi! is depending too much on City contribution, especially with the financial challenges Lodi and many others are currently facing. When this was initially discussed, she had asked that, rather than increase the TOT, the contribution each year flatten and decrease by a small portion so that Visit Lodi! could diversify its revenue generation as many organizations across the state are doing by selling advertising and receiving membership dues. It is not prudent to rely on only one revenue source.

Council Member Nakanishi agreed that Visit Lodi! needs to wean itself off of the City contribution and stated that, although he originally wanted a shorter timeframe in which it did that, he would support the recommendation for a three-year period.

Council Member Nakanishi made a motion, second by Mayor Katzakian, to authorize the City Manager to execute an addendum to the Memorandum of Understanding between Visit Lodi! Conference and Visitors Bureau and the City of Lodi.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: Mayor Pro Tempore Hansen

I-2 Direct Staff Regarding Provision of Industrial Wastewater Treatment Service to Michael/David Winery, LLC (PW)

Interim City Manager Schwabauer provided a presentation regarding the request of Michael/David Winery regarding industrial wastewater treatment service. Previous agreements were made with Michael/David Winery, Van Ruiten Family Winery, and Jessie's Grove to truck industrial waste to the White Slough Water Pollution Control Facility (WSWPCF) with the condition that the wineries open downtown tasting rooms. Subsequently, Van Ruiten Winery installed a lateral to the City's industrial treatment line to WSWPCF because the line runs through its property. Michael/David Winery does not have that alignment and continues to truck its waste, which is becoming more cumbersome with its growth in business; therefore, the winery is requesting permission to construct a collection system similar to Van Ruiten's. The project would be located in the County right of way and requires County approval, however San Joaquin County does not allow private parties to install sewer systems in its roadways. The County indicated it would support the project if the City filed the application. Staff is looking for Council support of this concept, and if it does, staff will negotiate and return to Council with an agreement in which Michael/David funds the cost of construction with the City constructing the facilities. Further clarification with the County will be necessary on who would handle the Environmental Impact Report.

In response to Council Member Nakanishi, Mr. Schwabauer stated the downside of granting this request is the risk that others may make similar requests that the City may not want to grant. Providing wastewater treatment to Michael/David Winery supports the City's General Plan goal of maintaining and supporting agriculture and wineries surrounding Lodi. The alternative is for Michael/David to comply with the Regional Water Quality Control Board's requirements of monitoring nitrates, which would be very expensive.

In response to Council Member Johnson, Mr. Schwabauer stated that the original condition for a downtown tasting room would remain in place with the new agreement and Michael/David has plans to increase its tasting room options by obtaining a license that would allow beer sales, as well as other winemakers' products, in order to draw larger crowds. The County is concerned about opening its right of way to the public because it might encourage additional requests in the future.

David Phillips, representing Michael/David Winery, acknowledged previous City Manager Blair King for his vision and encouraged Council support for this concept.

Mr. Schwabauer reminded the public that the City provides this wastewater service to those outside the City limits and they pay 150% of the rate to receive this benefit from the City.

John Slaughterback expressed concern that this request is incomplete and ambiguous and stated the City should not be involved in someone else's transmission line as the City could be left responsible for substandard construction. He believed by opening this possibility to one winery many more will make similar requests.

Mr. Schwabauer stated that staff has made it clear to Michael/David that this project would require a bond, industrial waste (versus septic waste) costs the City much less to treat, the request is only conceptual at this time, and staff will return to Council with a draft agreement addressing all concerns assuming Council is amenable to opening up the treatment plant to the winery.

Council provided direction to pursue the concept and return with a draft agreement for Council consideration.

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:16 p.m., in memory of Jennifer Lorraine Katzakian, who passed away on April 14, 2014, and Ross Farrow, reporter with the Lodi News Sentinel, who passed away on May 16, 2014.

ATTEST:

Jennifer M. Robison
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 27, 2014**

The May 27, 2014, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl-Olson
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

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

MEETING DATE: June 4, 2014

PREPARED BY: Deputy City Manager

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

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

The total of all invested funds as of the quarter ending March 31, 2014 is \$84,736,522.65.
The average annualized return on all invested funds over the quarter has been 0.53%.

The total earnings on all invested funds for FY 2013-14 year-to-date are \$401,432.76.
The average annualized return on all invested funds for FY 2013-14 year-to-date is 0.62%.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Stephen Schwabauer, Interim City Manager



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

March 31, 2014 INVESTMENT STATEMENT

Local Agency Investment Funds *	42.6% of Portfolio	
Int. earnings for Qtr. ending 3-31-14	0.24%	
LODI	Local Agency Inv Fund (LODI)	36,094,547.60
	Subtotal LAIF	36,094,547.60
CalTRUST	46.4% of Portfolio	
Int. earnings for Qtr. ending 3-31-14	0.44%	
CalTRUST Short-Term Account	Investment Trust of California	8,059,618.71
Int. earnings for Qtr. ending 3-31-14	0.96%	
CalTRUST Medium-Term Account	Investment Trust of California	31,280,429.15
	Subtotal CalTRUST	39,340,047.86
Certificates of Deposit	0.6% of Portfolio	
matures 03/08/2015	Bank of Ag. & Comm. (cost) 0.25% int.	250,000.00
matures 06/18/2014	Central Valley Comm. Bank (cost)	250,000.00
	0.32% int.	
	Subtotal CD	500,000.00
Passbook/Checking Accounts	10.4% of Portfolio	
Farmers & Merchants	demand account - no interest earnings	1,733,817.94**
Farmers & Merchants - Money Mkt.	0.35% interest earnings	3,453,874.19
Farmers & Merchants - Payroll	demand account - no interest earnings	26,642.79
Farmers & Merchants - Central Plume	demand account - no interest earnings	5,875.90
Farmers & Merchants - CP Money Mkt.	0.35% interest earnings	3,581,716.37
	Subtotal P/C Accts	8,801,927.19
	TOTAL	\$84,736,522.65

Based on the approved budget and to the extent the budget is adhered to, liquidity is available, and the City will be able to meet its expenditure requirements for the next six months. This portfolio is in compliance with the City of Lodi Investment Policy.



 Susan Bjork
 Supervising Budget Analyst

5/27/14

 Date

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

** This amount is a compensating balance required to obtain an earnings credit rate.



CITY OF LODI COUNCIL COMMUNICATION

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

MEETING DATE: June 4, 2014

PREPARED BY: Deputy City Manager

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

BACKGROUND INFORMATION: During the first calendar quarter of 2014, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through K.

Exh.	Date	Contractor	Project	Award Amt.
A	1/02/14	Downtown Ford Sales	2014 Pick-up truck	\$19,062.75
B	1/03/14	San Diego Police Equipment Co.	Duty and Training Ammunition	\$10,970.47
C	1/08/14	National Meter & Automation Inc.	Meter Upgrades	\$16,247.52
D	1/23/14	Pace Supply Corp.	Fire Hydrant Inventory	\$13,176.00
E	2/14/14	Cartegraph	CARTflex1 Subscription	\$11,124.00
F	2/19/14	HD Supply Power Solutions LTD	Loadbreak Reducing Tap	\$10,995.75
G	3/04/14	All-Phase Electric Supply Co.	100 Watt Luminaires	\$10,476.00
H	3/11/14	Statewide Traffic Safety & Signs	LED Pedestrian Crossing Warning Signs	\$14,314.87
I	3/26/14	LN Curtis & Sons	Hurst Extrication Equipment	\$19,721.88
J	3/28/14	Drager Safety Inc.	Thermal Imager	\$10,911.19
K	3/28/14	Alamo Alarm Company, Inc.	Replace Video Monitoring Equipment	\$19,999.97

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2013-2014 Financial Plan.

FUNDING AVAILABLE: Funding as indicated on Exhibits.

Jordan Ayers, Deputy City Manager

Attachments

APPROVED: _____
Stephen Schwabauer, Interim City Manager

EXHIBIT A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 2014 Ford Pick-up
DEPARTMENT: Parks, Recreation and Cultural Services
CONTRACTOR Downtown Ford Sales
AWARD AMOUNT: \$19,062.75
DATE OF RECOMMENDATION: 1/2/2014

BIDS OR PROPOSALS RECEIVED:
Downtown Ford Sales \$19,062.75

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

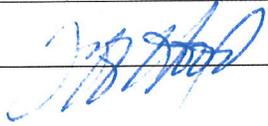
The department currently has a 1994 Plymouth Voyager van, assigned to the After School Program, that is budgeted for replacement. With the growing need to haul and transport materials, supplies and product a Pick-up truck is better suited to these tasks.

Staff is recommending that we exercise our option of using an existing state vehicle contract to purchase this new pick-up truck. Downtown Ford Sales is the states authorized dealer under State of California contract # 1 - 13 - 23 - 20A.

FUNDING: Vehicle Replacement fund

Prepared by: Steve Dutra

Title: Park Superintendent

Reviewed by: 

Purchase Order No

EXHIBIT B

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Duty and Training Ammunition
DEPARTMENT: Police Department
CONTRACTOR San Diego Police Equipment Co., Inc.
AWARD AMOUNT: \$10,970.47
DATE OF RECOMMENDATION: January 3, 2014

BIDS OR PROPOSALS RECEIVED:
San Diego Police Equipment Co., Inc. \$10,970.47

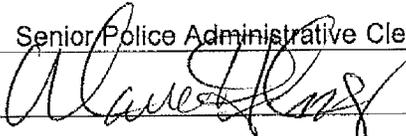
"NO BID" or NO RESPONSE RECEIVED:
NA - No other suppliers authorized to sell Ammo

BACKGROUND INFORMATION & BASIS FOR AWARD:
Federal Ammunition designated San Diego Police Equipment Co., Inc., as the sole provider of law enforcement .223 ammunition. A copy of the Federal distributor contact information for California is attached. Federal ammunition from any other source is not available in the quantities and pricing provided by the manufacturers distributor.

FUNDING: 101032.7306

Prepared by: Patsy Tucker

Title: Senior Police Administrative Clerk

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: METER UPGRADES
DEPARTMENT: PUBLIC WORKS DEPT.
CONTRACTOR NATIONAL METER & AUTOMATION INC.
AWARD AMOUNT: \$16,247.52
DATE OF RECOMMENDATION: 01/08/2014

BIDS OR PROPOSALS RECEIVED:
NATIONAL METER & AUTOMATION \$16,247.52

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
NATIONAL METER & AUTOMATION IS THE CITY OF LODI'S SOLE-SOURCE SUPPLIER FOR WATER METERS RANGING FROM 3/4" TO 2" IN DIAMETER.

FUNDING: 180.1496

Prepared by: Shawn Taverio

Title: SR STOREKEEPER

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Fire Hydrant Inventory
DEPARTMENT: PUBLIC WORKS DEPT.
CONTRACTOR Pace Supply Corp.
AWARD AMOUNT: \$13,176.00
DATE OF RECOMMENDATION: 1/23/14

BIDS OR PROPOSALS RECEIVED:

Pace Supply Corp.	\$13,176.00
Corix Water Products	\$13,410.04
Ferguson Waterworks	\$15,127.87

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Pace Supply Corp. Was the lowest bidder for the Fire Hydrants that went out to bid. These Fire Hydrants are for inventory.

FUNDING: 180.1496

Prepared by: SHAWN TAHERICQ
Title: SR. STORE KEEPER
Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: CARTflex1 Subscription
DEPARTMENT: Public Works
CONTRACTOR Cartegraph
AWARD AMOUNT: \$11,124.00
DATE OF RECOMMENDATION: 2/14/14

BIDS OR PROPOSALS RECEIVED:
Cartegraph \$11,124.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Purchase of two licenses for the City of Lodi for the existing asset management program.
Additional licensse are required to maintian the City's operational goals.

FUNDING: 180451.7369

Prepared by: Lance Roberts

Title: Utility Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Loadbreak Reducing Tap
DEPARTMENT: Electric Utility
CONTRACTOR HD Supply
AWARD AMOUNT: \$10,995.75
DATE OF RECOMMENDATION: 2/19/2014

BIDS OR PROPOSALS RECEIVED:
HD Supply \$10,995.75

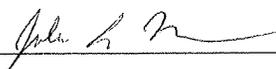
“NO BID” or NO RESPONSE RECEIVED:
General Pacific
One Source Supply
Wesco Dist.

BACKGROUND INFORMATION & BASIS FOR AWARD:
HD Supply in Portland, OR was the only responsible bidder for this Cooper product.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  4/10/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 100 Watt Luminaires
DEPARTMENT: Electric Utility
CONTRACTOR All-Phase Electric Supply Co.
AWARD AMOUNT: \$10,476.00
DATE OF RECOMMENDATION: 3/4/2014

BIDS OR PROPOSALS RECEIVED:

All-Phase Electric Supply Co.	\$10,476.00
HD Supply	\$12,609.00
Alameda Electrical Dist.	\$10,573.83
Platt	\$10,618.28

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These are luminaires used for street lighting.

FUNDING: 160.1496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by:  4/10/14

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: LED Pedestrian Crossing Warning Signs
DEPARTMENT: Public Works
CONTRACTOR Statewide Traffic Safety & Signs
AWARD AMOUNT: \$14,314.87
DATE OF RECOMMENDATION: 3/11/2014

BIDS OR PROPOSALS RECEIVED:

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Intersection of Elm Street and Pacific Avenue is adjacent to Lodi High School and the marked crosswalks at this intersection are heavily used during pick up and drop-off periods. Currently, there are total four fluorescent yellow-green pedestrian crossing signs at the crosswalk locations. To increase the drivers awareness at the crosswalks, staff recommends installing the LED pedestrian crossing warning signs active by push button.

Intersection of Elm Street and Loma Drive is Reese Elementary School and the marked crosswalk at this intersection is heavily used during pick up and drop-off periods. There are total two fluorescent yellow-green pedestrian crossing signs and LED in pavement lights at the crosswalk which were installed in August 2005. The existing LED markers are designed to be installed ½ inch above pavement grade. Heavy vehicular volume on Elm Street are two of the contributing factors for the existing LED markers popping out of the pavement. Since the system was installed, staff has replaced a total of 30 of the LED pavement markers on four different occasions when the markers had popped out or malfunctioned. These repairs have cost approximately \$10,000.

Staff has considered two options to address this issue. Option 1 includes replacing the existing “old style” LED marker with markers designed to be mounted flush with the pavement. This option (not available at the time of initial construction) will minimize the marker damage associated with vehicle volume and turning movements. This option will cost approximately

\$14,000.

A second option, which staff recommends, is to remove the existing in-pavement lighted crosswalk system and replace the existing crossing signs with new LED pedestrian crossing warning signs. Replacement of the existing LED crossing signs is necessary because they do not provide sufficient light to draw drivers' attention to the crosswalk. The equipment cost of the LED pedestrian crossing warning signs and push buttons is approximately \$5,209. The LED pedestrian crossing warning signs cost significantly less for installation and maintenance, compared to the in-pavement lighted crosswalk system. To increase the drivers awareness at the crosswalks, staff recommends installing the LED pedestrian crossing warning signs active by push button.

Traffic & Parking Control Co., Inc. (TAPCO) has both California Multiple Awards Schedule (CMAS) and General Service Administration (GSA) schedule contract. The CMAS contract is the California contract administered by the Department of General Service (DSG). The benefits of purchasing the equipments with Statewide Traffic Safety & Signs (TAPCO's local distributor) are eliminating formal bid process and receiving the GSA (federal) pricing for products.

FUNDING: Funding for the LED pedestrian crossing warning signs equipments will be from 325051.7706

Prepared by: Dorothy Kam

Title: Assistant Engineer

Reviewed by: _____

Purchase Order No.

EXHIBIT I

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 2007 American LaFrance, Hurst extrication equipment
DEPARTMENT: Fire
CONTRACTOR L N Curtis and Sons, Oakland Ca.
AWARD AMOUNT: \$19,721.88
DATE OF RECOMMENDATION: 3/26/2014

BIDS OR PROPOSALS RECEIVED:
L N Curtis and Sons, Oakland Ca. \$19,721.88

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
L N Curtis and Sons is a sole source vendor for Hurst "jaws of life". Sole source letter attached.

FUNDING: 1202011 671E

Prepared by: George W. Juelch

Title: Battalion Chief

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 2007 American LaFrance, Thermal Imager
DEPARTMENT: Fire
CONTRACTOR Drager Safety Inc
AWARD AMOUNT: \$10,911.19
DATE OF RECOMMENDATION: 3/28/2014

BIDS OR PROPOSALS RECEIVED:

Drager Safety	\$10,911.19
Mallory Safety	\$15,275.52
Cascade Fire	\$12,350.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Drager Safety Inc. is low bid.

FUNDING: 1202011.7851 *671/E*

Prepared by: George W Juelch

Title: Battalion Chief

Reviewed by: _____

Purchase Order No.

EXHIBIT K

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Replacement of Monitors, Cameras & DVR's
DEPARTMENT: Police Department
CONTRACTOR Alamo Alarm Co., Inc.
AWARD AMOUNT: \$19,999.97
DATE OF RECOMMENDATION: March 28, 2014

BIDS OR PROPOSALS RECEIVED:
Alamo Alarm Co. \$19,999.97
\$0.00
\$0.00
\$0.00

"NO BID" or NO RESPONSE RECEIVED:

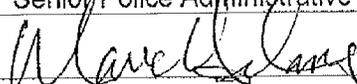
BACKGROUND INFORMATION & BASIS FOR AWARD:

The Officer Involved Shooting dated January 25, 2014 highlighted a critical equipment need for the Police Department. The interview room equipment is outdated, a portion was inoperative, and failed during a critical interview. Due to the high profile and liability of this case, the Police Department needs an immediate purchase of video monitoring equipment.

FUNDING: 1211795.1825.2300

Prepared by: Patsy Tucker

Title: Senior Police Administrative Clerk

Reviewed by: 



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Purchase of Hardware and Software from Dell for the Electric Utility's Geographic Information System and MilSoft Utility Solutions Software (\$25,000)

MEETING DATE: June 4, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving purchase of hardware and software from Dell for the Electric Utility's Geographic Information System and MilSoft Utility Solutions software in an amount not to exceed \$25,000.

BACKGROUND INFORMATION: Staff is continuing the multi-phase project with Environmental Systems Research Institute, Inc. (ESRI) for the Electric Utility's (EU) geographical information system (GIS). The existing network server is inadequate to support the hardware and software requirements of GIS. In addition, the MilSoft Utility Solutions software, currently run from a computer, needs to be moved to a server environment in order to fully integrate with GIS and provide adequate cyber security. However, the existing network server does not meet the system requirements of MilSoft.

Information Systems' (IS) staff recommends the purchase of Dell blade servers, which meet the criteria for ESRI and MilSoft applications. The servers are the kind and model that integrate into the City's virtual server environment. The hardware and operating system software is estimated at \$21,990, as reflected in Exhibit A.

The bidding process may be dispensed per Lodi Municipal Code 3.20.070 Section 3(b) which reads "Bidding shall be dispensed with only when the commodity can be obtained from only one vendor, due to need for branded replacement parts or supplies for equipment of like brand." The City's IS department has a Dell server environment, so only Dell servers are compatible.

Staff hereby recommends the City Council authorize the City Manager to purchase hardware and software from Dell to meet the EU's GIS and MilSoft server needs.

FISCAL IMPACT: Implementation of GIS and MilSoft analysis capability will provide cost savings through improved operational efficiency of the electrical system, increased safety, and create a more reliable electric system by mitigating electrical outages.

FUNDING AVAILABLE: Included in FY 2013/14 Budget Account No. 160612.7715

APPROVED: _____
Stephen Schwabauer, Interim City Manager

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar; Senior Power Engineer

EAK/JM/HS/lst

EXHIBIT A

(Cost estimate details)

No	Item	Qty	Price	Ext
1)	Blade Server	2	7032.50	\$14,065.00
2)	Taxes	1	1125.00	\$1,125.00
3)	Windows 2012 OS	2	3400.00	\$6,800.00
4)	SQL Server 2012 <i>*ISD already purchased</i>			\$0.00
				\$21,990.00

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PURCHASE OF HARDWARE AND
SOFTWARE FROM DELL FOR THE ELECTRIC
UTILITY'S GEOGRAPHIC INFORMATION SYSTEM AND
MILSOFT UTILITY SOLUTIONS SOFTWARE

=====

WHEREAS, staff is continuing the multi-phase project with Environmental Systems Research Institute, Inc. (ESRI) for the Electric Utility's (EU) geographical information system (GIS); and

WHEREAS, the existing network server is inadequate to support the hardware and software requirements of GIS; and

WHEREAS, in addition, the MilSoft Utility Solutions software, currently run from a computer, needs to be moved to a server environment in order to fully integrate with GIS and provide adequate cyber security; however, the existing network server does not meet the system requirements of MilSoft; and

WHEREAS, Information Systems' (IS) staff recommends the purchase of Dell blade servers, which meet the criteria for ESRI and MilSoft applications; and

WHEREAS, the servers are the kind and model that integrate into the City's virtual server environment; and

WHEREAS, the hardware and operating system software is estimated at \$21,990; and

WHEREAS, the bidding process may be dispensed per Lodi Municipal Code 3.20.070 Section 3(b) which reads "Bidding shall be dispensed with only when the commodity can be obtained from only one vendor, due to need for branded replacement parts or supplies for equipment of like brand," and the City's IS department has a Dell server environment, so only Dell servers are compatible; and

WHEREAS, implementation of GIS and MilSoft analysis capability will provide cost savings through improved operational efficiency of the electrical system, increased safety, and create a more reliable electric system by mitigating electrical outages; and

WHEREAS, funds are included in FY 2013/14 Budget Account No. 160612.7715; and

WHEREAS, staff hereby recommends the City Council authorize the City Manager to purchase hardware and software from Dell to meet the EU's GIS and MilSoft server needs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to purchase hardware and software from Dell for the EU's GIS and MilSoft Utility Solutions software in an amount not to exceed \$25,000.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

2014-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for 2014 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$277,083.90)

MEETING DATE: June 4, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2014 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$277,083.90.

BACKGROUND INFORMATION: This project consists of constructing improvements at 29 bus stop locations on the GrapeLine's fixed-route bus system. Six bus stops will only receive new concrete pads, 11 will receive benches, three will have relocated shelters, and nine will receive new shelters. Each new shelter will include a bench and a trash can.

New or replacement concrete will be added to a number of stops to accommodate the benches or shelters. City staff will work with property owners to obtain license agreements prior to the start of construction for bus stop improvements partially on private property. The improvements provide wider pedestrian travel paths and meet Americans with Disabilities Act (ADA) requirements. The proposed bus stop improvements are as follows:

1. Central Avenue north of Mission Street – east side of the street
2. Central Avenue south of Hilborn Street – east side of the street
3. Central Avenue north of Mission Street – west side of the street
4. Central Avenue south of Harold Street – west side of the street
5. Central Avenue south of Oak Street – west side of the street
6. Central Avenue south of Vine Street – west side of the street
7. Cherokee Lane north of Kettleman Lane – east side of the street
8. Cherokee Lane north of Walnut Street – east side of the street
9. Cherokee Lane south of Delores Street – east side of the street
10. Cherokee Lane north of Tokay Avenue – west side of the street
11. Cherokee Lane south of Almond Drive – west side of the street
12. Cherokee Lane south of Poplar Street – west side of the street
13. Ham Lane south of Century Boulevard – west side of the street
14. Hutchins Street north of Pine Street – east side of the street
15. Hutchins Street north of Century Boulevard – west side of the street
16. Pixley Parkway south of Auto Center Drive – west side of the street
17. Stockton Street north of Elm Street – west side of the street
18. Vine Street west of Hutchins Street – north side of the street
19. Lockeford Street east of Stockton Street – north side of the street
20. Calaveras Street south of Murray Street – east side of the street
21. Lockeford Street west of Church Street – north side of the street

APPROVED: _____
Stephen Schwabauer, Interim City Manager

- 22. Lower Sacramento Road south of Elm Street – west side of the street
- 23. Melby Drive north of Harney Lane – west side of the street
- 24. Oak Street west of Central Avenue – north side of the street
- 25. Oak Street west of Washington Street – north side of the street
- 26. Pine Street west of Central Avenue – south side of the street
- 27. Pine Street west of Cherokee Lane – south side of the street
- 28. Pine Street west of Stockton Street – north side of the street
- 29. Pine Street west of Stockton Street – south side of the street

These locations were selected based on the Short Range Transit Plan recommendations accepted by Council in September 2013 and the bus stop boarding/lighting surveys.

Plans and specifications for this project were approved on April 2, 2014. The City received the following six bids for this project on May 14, 2014. Two bids did not include receipt of addenda and were deemed non-responsive.

Bidder	Location	Bid
Engineer's Estimate		\$ 307,562.00
A. M. Stephens Construction Company, Inc.	Lodi	\$ 277,083.90
Diede Construction	Woodbridge	\$ 280,347.04
Hobbs Construction	Fresno	\$ 282,403.00
F. Loduca Company	Stockton	\$ 321,979.00*
Matt McCarty Construction	Lodi	\$ 279,651.99* **
Taylor Backhoe Service	Merced	\$ 308,665.01**

* Corrected Total
 ** Non-Responsive

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

FUNDING AVAILABLE: This project will be funded by Federal Transit Administration (FTA) / Transportation Development Act (TDA) (125180).

Jordan Ayers
 Deputy City Manager/Internal Services Director

F. Wally Sandelin
 Public Works Director

**2014 GRAPELINE BUS STOP IMPROVEMENTS
VARIOUS LOCATIONS**

CONTRACT

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 2006 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	
Bid Proposal	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Plans	
Addenda	

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

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

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

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

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

Perform the work necessary to improve 29 bus stop locations on the GrapeLine's fixed-route bus system. Six bus stops will only receive new concrete pads, 11 will receive benches, three will have relocated shelters, and nine will receive new shelters. Each new shelter will also include a bench, a trash can, and other incidental and related work. All work is as described in the specifications for the 2014 GrapeLine Bus Stop Improvements, Various Locations.

CONTRACT ITEMS

Item	Description	Unit	Qty	Unit Price	Total
1	Clearing and Grubbing	LS	1	\$30,000.00	\$30,000.00
2	Remove Sidewalk / Ramp / Dwy / AC Approach	SF	3,329	\$8.50	\$28,296.50
3	Remove Curb / Curb and Gutter	LF	237	\$5.00	\$1,185.00
4	Remove and/or Salvage Sign and Post	EA	5	\$100.00	\$500.00
5	Remove and Salvage Sign Only	EA	4	\$100.00	\$400.00
6	Relocation Sign and Post	EA	2	\$300.00	\$600.00
7	Remove & Salvage Bench	EA	5	\$300.00	\$1,500.00
8	Concrete Subgrade Compaction	SF	7,285	\$5.50	\$40,067.50
9	Install Concrete Pad / Sidewalk / Ramp / Res. Dwy	SF	6,427	\$7.50	\$48,202.50
10	Install Comm. Gutter and/or Driveway / Alley Approach	SF	858	\$9.80	\$8,408.40
11	Install Curb / Curb and Gutter	LF	193	\$39.00	\$7,527.00
12	Install Asphalt Concrete Transition	SF	308	\$9.00	\$2,772.00
13	Install Sign and Post	EA	3	\$500.00	\$1,500.00

Item	Description	Unit	Qty	Unit Price	Total
14	Furnish and Install Shelter, Bench, and Amenities	EA	9	\$8,600.00	\$77,400.00
15	Relocate Shelter, Bench, and Amenities	EA	3	\$1,300.00	\$3,900.00
16	Furnish and Install Bench	EA	5	\$985.00	\$4,925.00
17	Install (Salvaged) Bench	EA	5	\$300.00	\$1,500.00
18	Replace Ex DICB with SICB	EA	1	\$1,000.00	\$1,000.00
19	Furnish and Install Trash Can	EA	11	\$950.00	\$10,450.00
20	Reset SICB Frame and Cover	EA	1	\$250.00	\$250.00
21	Furnish and Install Truncated Domes (3'x4')	EA	4	\$575.00	\$2,300.00
22	Replace Screens	LS	1	\$1,000.00	\$1,000.00
23	Remove and Replace Street Section	SF	320	\$10.00	\$3,200.00
24	Relocate Tree	EA	1	\$200.00	\$200.00

TOTAL \$277,083.90

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 70 WORKING DAYS.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Stephen Schwabauer
City Manager

By: _____

Date: _____

Title

Attest:

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney



RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR THE 2014 GRAPELINE BUS STOP IMPROVEMENTS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 14, 2014, at 11:00 a.m., for the 2014 GrapeLine Bus Stop Improvements, described in the specifications therefore approved by the City Council on April 2, 2014; and

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

Bidder	Bid
A. M. Stephens Construction Company, Inc.	\$ 277,083.90
Diede Construction	\$ 280,347.04
Hobbs Construction	\$ 282,403.00
F. Loduca Company	\$ 321,979.00*
Matt McCarty Construction	\$ 279,651.99* **
Taylor Backhoe Service	\$ 308,665.01**

* Corrected Total
** Non-Responsive

WHEREAS, staff recommends awarding the contract for the 2014 GrapeLine Bus Stop Improvements to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$277,083.90.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2014 GrapeLine Bus Stop Improvements to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$277,083.90; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: June 4, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Kettleman Lane Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$45,874)

MEETING DATE: June 4, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Kettleman Lane Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$45,874.

BACKGROUND INFORMATION: This project consists of constructing improvements at four bus stop locations along Kettleman Lane (Highway 12) on the GrapeLine’s fixed-route bus system. One stop will receive new concrete and three will receive new shelters. Each new shelter will include a bench and a trash can.

City staff will work with property owners to obtain license agreements prior to the start of construction for bus stop improvements partially on private property. The improvements provide wider pedestrian travel paths and meet Americans with Disabilities Act (ADA) requirements. The proposed bus stop improvements are as follows:

1. Kettleman Lane west of Church Street – south side of the street
2. Kettleman Lane west of Crescent Avenue – north side of the street
3. Kettleman Lane east of Crescent Avenue – south side of the street
4. Kettleman Lane east of Stockton Street – north side of the street

These locations were selected based on the Short Range Transit Plan recommendations accepted by Council in September 2013 and the bus stop boarding/alighting surveys. The bus stop locations included in this plan are in Caltrans’ right-of-way and will require an encroachment permit prior to construction.

Plans and specifications for this project were approved on April 2, 2014. The City received the following six bids for this project on May 14, 2014. Two bids did not include receipt of addenda and were deemed non-responsive.

Bidder	Location	Bid
Engineer’s Estimate		\$ 53,845.00
A. M. Stephens Construction Company, Inc.	Lodi	\$ 45,874.00
Hobbs Construction	Fresno	\$ 53,960.00
Diede Construction	Woodbridge	\$ 61,465.05
F. Loduca Company	Stockton	\$ 74,340.00
Matt McCarty Construction	Lodi	\$ 48,463.68* **
Taylor Backhoe Service	Merced	\$ 46,170.40**

* Corrected Total
** Non-Responsive

APPROVED: _____
Stephen Schwabauer, Interim City Manager

Adopt Resolution Awarding Contract for Kettleman Lane Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$45,874)

June 4, 2014

Page 2

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

FUNDING AVAILABLE: This project will be funded by Federal Transit Administration (FTA) / Transportation Development Act (TDA) (125180).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
cc: Transportation Manager

**KETTLEMAN LANE BUS STOP IMPROVEMENTS
VARIOUS LOCATIONS**

CONTRACT

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 2006 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	
Bid Proposal	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Plans	
Addenda	

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

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

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

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

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

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

Perform the work necessary to construct improvements at four bus stop locations along Kettleman Lane (Highway 12) on the GrapeLine's fixed-route bus system. One stop will receive new concrete and three will receive new shelters. Each new shelter will include a bench, a trash can, and other incidental and related work. All work is as described in the specifications for the above project.

CONTRACT ITEMS

Item	Description	Unit	Qty	Unit Price	Total
1	Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00
2	Remove Sidewalk and/or Pavers	SF	385	\$4.00	\$1,540.00
3	Remove & Salvage Bench	EA	3	\$100.00	\$300.00
4	Concrete Subgrade Compaction	SF	480	\$6.00	\$2,880.00
5	Install Concrete Pad and/or Sidewalk	SF	480	\$9.80	\$4,704.00
6	Furnish and Install Shelter, Bench, and Amenities	EA	3	\$8,600.00	\$25,800.00
7	Install (Salvaged) Bench	EA	1	\$300.00	\$300.00
8	Furnish and Install Trash Can	EA	3	\$950.00	\$2,850.00

TOTAL \$45,874.00

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 70 WORKING DAYS.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Stephen Schwabauer
City Manager

By: _____

Date: _____

Title

Attest:

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney



RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR THE KETTLEMAN LANE BUS STOP IMPROVEMENTS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 14, 2014, at 11:00 a.m., for the Kettleman Lane Bus Stop Improvements, described in the specifications therefore approved by the City Council on April 2, 2014; and

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

Bidder	Bid
A. M. Stephens Construction Company, Inc.	\$ 45,874.00
Hobbs Construction	\$ 53,960.00
Diede Construction	\$ 61,465.05
F. Loduca Company	\$ 74,340.00
Matt McCarty Construction	\$ 48,463.68* **
Taylor Backhoe Service	\$ 46,170.40**

* Corrected Total
** Non-Responsive

WHEREAS, staff recommends awarding the contract for the Kettleman Lane Bus Stop Improvements to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$45,874.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Kettleman Lane Bus Stop Improvements to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$45,874; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: June 4, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access (\$20,057)

MEETING DATE: June 4, 2014

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System access (\$20,057).

BACKGROUND INFORMATION: This is a renewal of the yearly contractual agreement between the City of Lodi Police Department and the County of San Joaquin through its Information Systems Division to provide services which include, but are not limited to, Automated Message Switching System access and Criminal Justice Information System (CJIS) access for Fiscal Year 2014/2015.

The data processing service allows the Police Department to access County warrant information and other criminal justice information housed in the County of San Joaquin database. This information is critical to local law enforcement. Without access to the Automated Message Switching/CJIS Systems, the Police Department will be unable to conduct checks on individuals with local warrants, probation status of offenders, and inmate records such as custody status, trial status, adjudications, and sentencing.

FISCAL IMPACT: Estimated cost is \$20,057

FUNDING AVAILABLE: Fiscal Year 2014/2015 Budget (101033.7323)

Jordan Ayers
Deputy City Manager

Mark Helms
Chief of Police

MH/po

APPROVED: _____
Stephen D. Schwabauer, Interim City Manager

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2014, by and between the **COUNTY OF SAN JOAQUIN**, a political subdivision of the State of California, through its Information Systems Division, hereinafter referred to as "**COUNTY**" and **CITY OF LODI**, ~~an agency of the Federal Government~~, hereinafter referred to as "**AGENCY**". *a California Municipal Corporation,*

WHEREAS, COUNTY provides services and/or equipment listed in Attachment "A" hereinafter referred to as "**COMPUTER SERVICES**" to **AGENCY**; and

WHEREAS, COUNTY has certain computer equipment and is able to provide information services which **AGENCY** desires to use in its operations; and,

WHEREAS, COUNTY'S Information Systems Division services offered to **AGENCY** under this Agreement differs from that provided in previous years and it is necessary to set out the understanding of the parties as to the extent of services and liability for provision of access to the **COMPUTER SERVICES** for information.

IT IS HEREBY AGREED between the parties as follows:

1. COMPUTER SERVICES FOR ACCESS TO NON-REDUNDANT, NON-FAULT TOLERANT COMPUTER SYSTEMS

The COUNTY shall provide to AGENCY the COMPUTER SERVICES of COUNTY'S Information Systems Division. The parties expressly acknowledge that the Information Systems Division computer systems are non-fault tolerant, non-redundant systems which do not provide continuous access seven (7) days a week and twenty-four (24) hours a day. The computer systems may go down and be unable to provide COMPUTER SERVICES at any time of day or night for undeterminable periods of time and also must be scheduled to be taken down for maintenance and repairs from time to time. Therefore, COUNTY does not represent that the COMPUTER SERVICES provided under this Agreement will enable AGENCY to receive information from the computer systems within any specific time period. AGENCY has considered the express limitations set forth in this Agreement of the COMPUTER SERVICES, together with the needs of AGENCY, and has determined that AGENCY'S business operations require the use of the services set out in this Agreement.

2. COMPENSATION

- a. COUNTY will provide the COMPUTER SERVICES for the estimated annual amount of compensation as shown in Attachment "A". COUNTY shall bill AGENCY only for actual COMPUTER SERVICES provided, one month after COMPUTER SERVICES are provided. AGENCY shall provide full payment to COUNTY of the billed amount by the fifteenth day of the date of billing. In the event payment is not timely made, COUNTY may, at its option, terminate this Agreement in accordance with the provisions of Clause 5.
- b. In the event that the AGENCY'S estimated quantities, as indicated in Attachment "A", are exceeded for any reason, County may evaluate and, if necessary, increase the quantities indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this Agreement in

accordance with the provisions of Clause 5 in the event of an increase in the estimated annual amount of compensation.

- c. In the event that County's cost of COMPUTER SERVICES are increased due to any reason, County may increase the rate of compensation, as indicated in Attachment "A", which may also result in the estimated annual amount of compensation provided herein to be increased. County will notify AGENCY, in writing, no less than thirty (30) calendar days in advance of any intended increase of estimated annual amount of compensation. AGENCY shall be allowed the option to terminate this Agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the estimated annual amount of compensation.
- d. If AGENCY fails to timely compensate COUNTY as provided in this Agreement, AGENCY shall be held liable for the reasonable cost of collecting such compensation including attorney's fees and court costs incurred by COUNTY. In no event shall COUNTY be liable for reimbursing AGENCY for the costs to procure alternative services to those services provided under this Agreement regardless of whether AGENCY or COUNTY initiates termination of the Agreement.

3. OPTIONAL SERVICE AND EQUIPMENT

COMPUTER SERVICES under this Agreement are limited solely to the ongoing services, systems, and equipment listed in Attachment "A" which are in operation on the effective date of this Agreement. Services and/or equipment not covered in this Agreement may be provided to AGENCY at COUNTY'S option subject to the following conditions:

- a. AGENCY must submit a written request for the additional services and/or equipment which has been signed by the appropriate agency official, and
- b. Additional services, and/or equipment shall be provided at the current rates of compensation and shall be billed as additional items over and beyond the total estimated annual amount compensation designated in this Agreement.
- c. All rental equipment in the possession of AGENCY shall be returned to COUNTY in the same condition as it was delivered to AGENCY, less normal wear and tear. COUNTY shall be compensated by contractor for all loss or damage to said equipment which is not the result of a willful or negligent act by COUNTY and which does not constitute normal wear and tear.

Maintenance in connection with the equipment provided under this Agreement is included in the rate of compensation for equipment and will not be billed as an additional charge to AGENCY.

4. TERM

The term of this contract shall start July 1, 2014, and ending June 30, 2015.

5. TERMINATION

- a. This contract may be terminated by either party upon thirty (30) calendar days advance written notice to the other party. Notwithstanding such termination, AGENCY shall compensate COUNTY for the actual COMPUTER SERVICES provided through the date the termination of the Agreement is effective.

6. INDEMNIFICATION AND HOLD HARMLESS

The Parties acknowledge that Title 31, United States Code, Section 1341 and Title 41, United States Code, Section 11 prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the Government's liability is indefinite, indeterminate, or potentially unlimited. The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF or Agency) is a component of the United States Department of Justice, and as such, it is a self-insured entity supported by the United States Government. Under the Federal Tort Claims Act, Title 28 U.S.C. 1346 et seq., the United States Government accepts liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Government while acting within the scope of his or her office or employment.

7. LIMITATIONS OF LIABILITY

In no event shall COUNTY be responsible for any damage, compensatory, consequential, punitive, or special in the event that the AGENCY is unable to access and/or obtain information from COMPUTER SERVICES of COUNTY. This Agreement shall not be construed to be either a representation or a warranty to AGENCY that it will be able to access and obtain information from the COMPUTER SERVICES at any particular time or within any particular response time. COUNTY does not grant any warranty as to the validity, completeness or usefulness of any information received by AGENCY from the COMPUTER SERVICES. COUNTY shall not be responsible nor liable for the costs to AGENCY to procure alternative services to the services provided for under this Agreement or upon termination of this Agreement by either party.

In the event of errors in COMPUTER SERVICES due to the failure of COUNTY'S equipment, software, circumstances beyond the control of COUNTY, or the failure of COUNTY'S employee(s) to operate the equipment in accordance with COUNTY'S standard operating procedures, or COUNTY'S inability to provide COMPUTER SERVICES due to circumstances beyond its control, COUNTY'S liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be AGENCY exclusive remedy:

- a. The correction of errors of which COUNTY has received written notice and proof or the performance of the service, whichever is the situation; or
- b. Where such correction or performance of service is not practicable, AGENCY shall be entitled to an equitable credit, not to exceed the charges invoiced to AGENCY for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

COUNTY shall be liable for the loss, destruction or damage to AGENCY supplied materials only if such loss, destruction, or damages was due to the negligence of COUNTY and AGENCY'S sole remedy shall be COUNTY restoring the same, provided such restoration can be reasonably performed by COUNTY and provided that AGENCY provides COUNTY with all source data necessary for such restoration in similar form to that normally presented to COUNTY under this Agreement.

8. INDEPENDENT CONTRACTOR

The AGENCY, and the agents and employees of AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

9. ASSIGNMENT

Without the written consent of COUNTY, this agreement is not assignable by AGENCY either in whole or in part.

10. TIME OF THE ESSENCE

Time is the essence of this Agreement.

11. MODIFICATIONS

No alteration, variation, or modification of the terms of this contract shall be valid unless made in writing prior to the effective date and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. COMPLIANCE WITH LAWS

AGENCY shall comply with the California Fair Employment Practices Act (Labor Code Section 1410, et seq.) and any amendments thereto.

This Agreement may, at the option of COUNTY, be terminated or suspended in whole or in part in the event AGENCY fails to comply with the nondiscrimination clause of the contract. In the event of termination under this clause, COUNTY shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

13. CONFIDENTIALITY

AGENCY, its employees, officers, and agents shall protect and keep all information and materials obtained through the services of this agreement confidential and from unauthorized use and disclosure. This clause shall not apply to that information which is or becomes a public record subject to the disclosure requirements of the Public Records Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

CITY OF LODI, CA

Authorized Signature

Stephen Schwabauer, Interim City Manager
Print Name & Title

Date

Attest:

Randi Johl-Olson, City Clerk

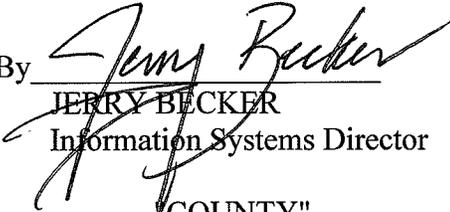
Dated: _____

Approved as to Form:

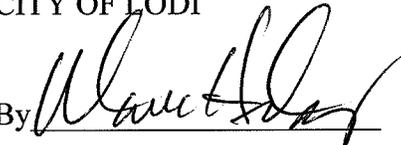
 Janice Magdich, Interim City Attorney 

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

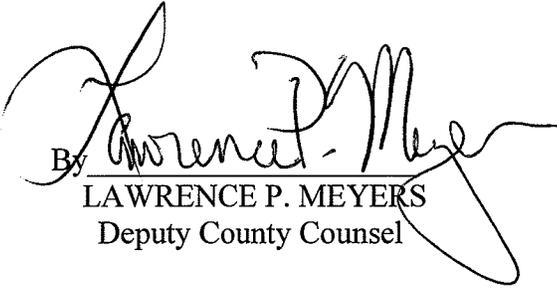
COUNTY OF SAN JOAQUIN, a
political subdivision of the State of
California

By 
JERRY BECKER
Information Systems Director
"COUNTY"

CITY OF LODI

By 
Title Police Chief
"AGENCY"

APPROVED AS TO FORM:

By 
LAWRENCE P. MEYERS
Deputy County Counsel

**Rate Schedule
Fiscal Year 2014-2015**

Computer Services

Automated Message Switching System Access
CJIS System Access

Service	Estimated Quantity	Type	Estimated Rate	Estimated Annual Cost	Estimated Total
* Special Processing Request	8	Hours	\$ 127.08	\$ 1,016.64	
Transactions	238,000	Each	\$ 0.08	\$ 19,040.00	
Total Estimated Annual Cost					\$ 20,056.64

* Special Processing Requests require written authorization specifying work to be performed.

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT FOR AUTOMATED MESSAGE SWITCHING
AND CRIMINAL JUSTICE INFORMATION SYSTEMS
ACCESS FOR FISCAL YEAR 2014-2015

=====

WHEREAS, San Joaquin County provides to the City of Lodi access to Automated Message Switching and Criminal Justice Information Systems (CJIS); and

WHEREAS, San Joaquin County has certain data processing equipment and is able to provide data processing services, which the City of Lodi desires to use in its operations; and

WHEREAS, without access to the Automated Message Switching/CJIS Systems, the Lodi Police Department would not be able to access County warrant information and other criminal justice information housed in the County database.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an Agreement for Automated Message Switching and Criminal Justice Information Systems Access with the County of San Joaquin Information System Division, of Stockton, California, in the amount of \$20,057.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Authorize City Attorney to Issue “Comfort Letter” to Ford Construction Company, Inc., in Connection with the Purchase of Property Located at 300 West Pine Street

MEETING DATE: June 4, 2014 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Authorize City Attorney to Issue “Comfort Letter” to Ford Construction Company, Inc., in connection with the purchase of property located at 300 West Pine Street.

BACKGROUND INFORMATION: The former City Finance Building, located at 300 West Pine Street, potentially overlies the PCE/TCE Central contamination plume. The site was not connected with the contamination, and the City has entered settlement agreements with all known responsible parties.

Russell G. & Kathryn A. Munson, owners of the site are in negotiations to sell the property to Ford Construction Company, Inc. The Buyers are concerned about the potential for the City to pursue recovery against them upon their purchase of the site. This concern could be allayed through the issuance of a “Comfort Letter” which would, with certain qualifications, indicate the City’s determination not to pursue the Buyers or their successors. Based upon my understanding that the Council does not desire to expand the litigation and the settlement with the owners of the site, I recommend the Council authorize me to issue a “Comfort Letter” in the form attached hereto.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Approved:

Janice D. Magdich
Interim City Attorney

APPROVED:

Stephen Schwabauer, Interim City Manager

CITY HALL
221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6701
(209) 333-6807 FAX

CITY OF LODI
CITY ATTORNEY'S OFFICE

JANICE D. MAGDICH
Interim City Attorney



June 5, 2014

Mr. Nick Jones, President
Ford Construction Company, Inc.
639 E. Lockeford Street
Lodi, California 95240

SUBJECT: 300 West Pine Street, Lodi, CA

Dear Mr. Jones:

Ford Construction Company, Inc., is in the process of purchasing property located at 300 West Pine Street in Lodi situated within or near the Lodi Central Plume Area (CPA). The CPA is a groundwater plume containing Tetrachloroethene (PCE). The City of Lodi has entered into settlements with all of the parties who are known to have contributed contamination to the CPA and has undertaken the obligation to clean up the contaminated soil and groundwater in the CPA.

This letter will confirm that the City Council authorized me at its meeting on June 4, 2014, to affirm that the City of Lodi will not pursue environmental claims against Ford Construction Company, Inc., or its successors or assigns under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or under any other environmental liability theory (such as nuisance) for the contamination in the CPA. This statement of intent does not apply to liabilities that could arise if Ford Construction Company, Inc., or its successors or assigns actually contribute at some future date to the contamination.

If you have any questions or concerns regarding this matter, please contact me.

Sincerely,

Janice D. Magdich
Interim City Attorney

cc: City Council
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at Thirteen Locations During Fiscal Year 2014/2015 (\$659,360)

MEETING DATE: June 4, 2014

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at Thirteen Locations During Fiscal Year 2014/2015 (\$659,360).

BACKGROUND INFORMATION: Lodi Unified School District is the recipient of a state After School Education and Safety (ASES) Program grant, which provides funds for after-School enrichment for K-8 students participating in Lodi Unified' s Bridge Program.

The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for students at participating sites. Lodi Unified has contacted with the City (sub-recipient) to provide these services for the past seven years, and has negotiated an agreement for the Parks, Recreation and Cultural Services Department to do so again in Fiscal Year 2014/15. The 13 sites are Beckman, Borchardt, Heritage, Lawrence, Needham, Nichols, Victor, Washington, Woodbridge and Live Oak elementary schools, Lodi and Millswood Middle schools, and Houston School (K-8). The Districts' other schools in Lodi do not qualify for grant funding.

The Department will receive between \$49,196 and \$54,141 per year per school site, with the amount determined by the specific school's hourly operation. Aside from a slight increase in revenue from FY 2013/14 because of additional school days and higher wages due to the minimum wage increase, the contract terms are unchanged from the previous year.

FISCAL IMPACT: The \$659,360 in revenue will cover the program's costs.

FUNDING AVAILABLE: Per agreement with Lodi Unified School District

Jordan Ayers, Deputy City Manager/Interim Services Director

Jeff Hood
Director Parks, Recreation and Cultural Services

JH:tl
Attachments

APPROVED: _____
Stephen Schwabauer, Interim City Manager

LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi, a Municipal Corporation, through its Parks and Recreation Department hereinafter called the Contractor. Independent Contractor shall provide the following services: for After School Staffing and Support Services to be provided to Beckman, Victor, Borchardt, Live Oak, Houston, Washington, Needham, Heritage, Woodbridge, Nichols, Millswood, Lawrence, and Lodi Middle Schools.

The services shall begin on July 21, 2014 and be completed by June 1, 2015.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days, upon prior receipt and approval of a work completion statement:

Not to exceed \$659,360.00 Six Hundred Fifty Nine Thousand, Three Hundred Sixty Dollars.

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

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

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

Independent Contractor:

X _____
Stephen Schwabauer, City Manager

District:

Authorized by _____
Tim Hem, Associate Superintendent/CBO

Date: _____

Date: _____

Address: 221 W Pine St., Lodi, CA 95240

Date of Board Approval: _____

Phone: (209) 333-6742

APPROVE AS TO FORM:

ATTEST:

JANICE D. MAGDICH, CITY ATTORNEY 

RANDI JOHL-OLSON, CITY CLERK

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT BETWEEN LODI UNIFIED SCHOOL
DISTRICT AND THE CITY OF LODI TO PROVIDE THE
BRIDGE PROGRAM AT THIRTEEN LOCATIONS
DURING FISCAL YEAR 2014-15

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract in the amount of \$659,360 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge Program at thirteen locations during Fiscal Year 2014/15.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Efficiency Services Group, LLC of Milwaukie, Oregon for Public Benefit Program Administration (\$50,000)

MEETING DATE: June 4, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute professional services agreement with Efficiency Services Group, LLC (ESG) for Public Benefit Program Administration in an amount not to exceed \$50,000.

BACKGROUND INFORMATION: With the recent departure of the City's Business Development Manager, the day-to-day management of the Electric Utility's (EU) Public Benefits (PB) Program has fallen to existing EU staff with other priorities and work assignments. Until such time as the City is able to recruit and hire a Business Development Manager to assist with these efforts, staff are recommending to contract out the management of its PB Program to ESG for a period of six months in an amount not to exceed \$50,000.

ESG has been providing complete turnkey public benefit program administration services to publicly owned utilities (POUs) for over ten years and currently functions in this capacity for 23 POUs in California and the Northwest, including other Northern California Power Agency (NCPA) members.

As part of the proposed turnkey services, ESG will maintain a hotline available during normal business hours to address customer inquiries regarding the EU's energy efficiency programs as well as maintain a California office in Rocklin. Any efforts requiring ESG's presence in Lodi will be handled during periodic monthly site visits. ESG will manage and track all of EU's energy efficiency and rebate programs and help satisfy all State energy efficiency reporting requirements. ESG will participate, on behalf of Lodi, on the NCPA PB Committee, as well as ensure EU staff is kept apprised of legislative efforts regarding public benefits funding.

As part of these efforts, the EU will be able to eliminate an existing annual contract for assistance with its SB 1037 reporting, thereby saving approximately \$5,000.

FISCAL IMPACT: Not to exceed \$50,000 with \$5,000 in savings realized as a result of eliminating an existing service contract.

FUNDING AVAILABLE: Included in the FY2014/15 Budget Account No. 164605.7323.

APPROVED: _____
Stephen Schwabauer, Interim City Manager

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager

EAK/MP/lst

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Efficiency Services Group, LLC (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 Public Benefit Program Administration (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 July 1, 2014 and terminates upon the completion of the Scope of Services or on December 31, 2014, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees 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: Melissa Price, Rates & Resources Manager

To CONTRACTOR: Efficiency Services Group, LLC
 4120 SE International Way, Suite A211
 Milwaukie, OR 97222
 Attn: Mark Gosvener, CEO

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:

RANDI JOHL-OLSON
City Clerk

STEPHEN SCHWABAUER
Interim City Manager

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

EFFICIENCY SERVICES GROUP, LLC

By: _____


By: _____
Name: Mark Gosvener
Title: Chief Operating Officer

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

Funding Source: 164604.7323
(Business Unit & Account No.)

Doc ID:

CA:Rev.03.2014

EXHIBIT A

SCOPE OF WORK

Program / Cost-Effectiveness Review (One-Time-Only)

The PB program savings/requirements/protocols for POUs are currently undergoing some major changes. For example, a new Technical Resource Manual (TRM) is being released that updates the reportable energy savings and documentation requirements for measures that are offered and reported to the CEC beginning with FY2015. Impacts of the new Title 24 Codes & Standards are also creating a need for potential modifications to POUs existing programs. Because of this, POUs across the state are reviewing their current programs and making necessary changes to ensure they remain in compliance.

ESG will provide the following services:

- Review of LEU's current residential, commercial and industrial EE programs
 - Become familiar with current program offers, forms, reporting templates, operational procedures, equipment specifications/requirements, customer/contractor communications, databases, etc.
 - Review and update measure savings based on the TRM and evaluate measures for cost-effectiveness
 - Recommend modifications to improve process efficiencies, ensure program compliance, and achieve cost savings
- Review of third party contractor agreements to gain understanding of third party contractor obligations and deliverables to LEU
- Introduction meetings with Lodi staff, key local contractors and third party program providers to establish working relationships and open lines of communication

Program Administration

Office

- Maintain program hotline to address customer/contractor inquiries regarding Lodi's EE and Renewable programs; the hotline will be staffed 8:00 am – 5:00 pm, Monday through Friday
- Manage residential and commercial EE rebate programs, including review of all customer/contractor rebate applications and project documentation to ensure compliance with LEU program specifications and requirements
- Manage residential and commercial Solar PV Program; including review of all customer/contractor rebate applications and project documentation to

- ensure compliance with LEU and SB1 program specifications and requirements
- Enter all customer rebates and project details into database
- Provide Lodi with monthly activity reports which include:
 - Program Summary (current month, YTD, PTD),
 - Measure Summary (current month),
 - Customer/Measure Detail (current month)
 - Customer Rebates (current month)
- Maintain all customer/contractor applications and required project documentation for EM&V and other compliance requirements

Field

- Provide all aspects of field support (audits/inspections) required to assure LEUs EE programs are in compliance with requirements
- Conduct on-site performance inspections of all solar PV systems
- Provide basic technical guidance and assistance to customers and contractors participating in LEU's programs
- Maintain all field records and required project documentation
- Conduct on-site energy evaluation assistance (if needed) for LEU's larger customers to help determine feasibility/eligibility for participation in LEU's rebate programs

Requests for field visits will be scheduled in a way that provides timely response to customer/contractor requests, while maximizing the use of the field technician's time. ESG will plan to make a field technician available to LEU customers every one to two weeks.

Field support will be performed by knowledgeable, experienced field technicians. For the services performed under this Agreement, it is assumed that Energy Engineer credentials are not required for field technicians. Energy engineering services can be provided through ESG; however, those services do not fall under the scope of this Agreement.

Third Party Contractor Oversight

ESG will provide oversight of LEU's third party program contractors, including:

- Review of contractor's deliverables/responsibilities
- Review of contractor's project documentation/reports submitted to LEU to ensure that work is complete, accurate and compliant with program requirements
- Coordinate with contractors and LEU's PB manager to resolve any questions or issues that arise

Coordination with LEU

ESG's Program Manager will meet monthly with LEU's PB Manager to report on program activity and address any questions or issues, as well as discuss future program developments.

Budget and Goal Tracking

ESG will track and report PB expenditures to LEU in order to assure that sector budgets are not exceeded, as well as track and report energy savings acquired and progress towards LEU's AB2021 goals.

NCPA Representation

ESG has been regularly attending NCPA Public Benefit Sub-Committee meetings on behalf of our NCPA client utilities for over ten years. ESG staff, NCPA staff and other NCPA members are well known to each other. ESG will represent Lodi at the monthly NCPA Public Benefit Sub-Committee meetings, as well as respond to inquiries from NCPA regarding Lodi's EE and Renewable programs.

Data Management

ESG maintains a database that is used to process rebates as well as report EE and Renewable program activity for all of our client utilities. LEU can opt to use ESG's database at no additional charge. ESG's database functions very well in capturing, managing and reporting program activity in order to respond to CEC and utility budgeting/reporting needs.

Legislative Requirements

ESG stays current on existing and proposed legislation regarding PB funding, energy efficiency, and renewable programs in order to assure that our utility clients remain in compliance with requirements. ESG also stays current on the CEC's reporting requirements, as well as any changes to reporting tools. ESG will provide LEU with all data and draft narratives required to meet legislative/CEC reporting requirements for EE and Renewable programs.

ESG Office Locations

ESG will establish an office in Rocklin, CA to assure we have the ability to respond to customer/contractor needs in a timely manner. Our Rocklin office will maintain experienced field staff and office support staff. Rocklin is located approximately

one hour from Lodi. In addition, some services under this Agreement will be performed by staff located in ESG's main office which is located in Milwaukie, OR.

ESG Sub-Contractors

ESG plans to partner with Optimized Energy and Facilities Consulting, Inc. (OEFC) to deliver the services in this Agreement. OEFC is located at 5734 Lonetree Blvd, Rocklin, CA 95765. OEFC is an energy engineering firm, and currently assists LEU with their annual E3/SB1037 energy efficiency data input and reporting. This service will now be provided under this existing service contract.

ESG has a strong working relationship with OEFC, and has partnered with them to provide energy efficiency services to several California POUs for over ten years. ESG plans to lease office space from OEFC at their Rocklin, CA headquarters. OEFC will provide administrative support staff and technical field staff to perform services under this Agreement. In addition, ESG's office space at OEFC will provide a local mailing address for Lodi customers/contractors to submit paperwork.

Under this Agreement, OEFC will be a subcontractor to ESG.

Implementation Timeline

ESG anticipates that we have the capability to assume the responsibilities described in this Agreement within 30 days of signing an agreement with LEU.

EXHIBIT B

COMPENSATION

Pricing

Program/Cost-Effectiveness Review (One-Time-Only) - ESG will bill a one-time-only fee of \$3,000 for the services listed under this section of Exhibit A.

Turnkey Program Administration (Ongoing) - ESG will bill an ongoing fee of \$6,500 per month for the services listed in this section of Exhibit A. This includes up to three days per month of field support; additional field support will be billed at \$60 per hour.

Expenses – ESG will bill for reimbursable travel expenses (including mileage at the current Federal rate), not to exceed \$500 per month.

Energy Engineering Services - In the event that ESG or LEU deems it necessary to use technical specialists (other than ESG staff or OEFC non-engineering staff) for large commercial or industrial customers, the fees will be in addition to the standard fees listed above. ESG will obtain LEU's approval prior to work beginning and the associated fees will be billed separately from the standard fees on ESG's monthly invoice.

Billing and Payment Terms

ESG will invoice LEU for the program/cost-effectiveness review upon completion of the (one-time-only) services.

ESG will submit monthly invoices to LEU for the (ongoing) turnkey program administration services and reimbursable travel expenses incurred during the invoice period.

Fees for specialized technical services will be billed separately and submitted upon completion of the services.

ESG's payment terms are Net 30 days. In the event that LEU discovers an invoice discrepancy, we ask to be notified within 5 days of receipt of the invoice. ESG will then correct any discrepancies and submit a revised invoice within 5 days of receiving notification from LEU.



EXHIBIT C

Insurance Requirements for Consultant The 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 Each Occurrence
\$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
\$1,000,000 Each Occurrence
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 of this form, or an equivalent form providing equivalent liability coverage.
3. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**
\$1,000,000 Each Occurrence

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 Consultant; whichever is greater.

Consultant 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 equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.
- (b) **Primary and Non-Contributory Insurance Endorsement**
Additional insurance coverage under the Consultant'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.

Insurance Requirements for Consultant (continued)

- (c) **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 Consultant 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.
- (d) **Completed Operations Endorsement**
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (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, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.
- (h) **Failure to Comply**
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant 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 Consultant 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. Consultant shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Consultant 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, Consultant 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 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, the Consultant 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. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT WITH EFFICIENCY SERVICES GROUP, LLC FOR
PUBLIC BENEFIT PROGRAM ADMINISTRATION

=====

WHEREAS, with the recent departure of the City's Business Development Manager, the day-to-day management of the Electric Utility's (EU) Public Benefits (PB) Program has fallen to existing EU staff with other priorities and work assignments; and

WHEREAS, until such time as the City is able to recruit and hire a Business Development Manager to assist with these efforts, staff recommends that the City contract out the management of its PB Program to Efficiency Services Group, LLC (ESG) for a period of six months in an amount not to exceed \$50,000; and

WHEREAS, ESG has been providing complete turnkey public benefit program administration services to publicly owned utilities (POUs) for over ten years and currently functions in this capacity for 23 POUs in California and the Northwest, including other Northern California Power Agency (NCPA) members; and

WHEREAS, as part of these efforts, the EU will be able to eliminate an existing annual contract for assistance with its SB 1037 reporting, thereby saving approximately \$5,000; and

WHEREAS, funding for the proposed services is included in the Fiscal Year 2014/15 PB Program budget.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to Execute a Professional Services Agreement with Efficiency Services Group, LLC for Public Benefit Program Administration in an amount not to exceed \$50,000.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Reviewing and Maintaining the Current Electric Utility Reserve Policy

MEETING DATE: June 4, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution reviewing and maintaining the current Electric Utility Reserve Policy.

BACKGROUND INFORMATION: In March 2011, the City Council approved Resolution 2011-39 approving a financial reserve policy as follows:

Fund Designation	Basis	For FY 2011
Operating Reserve	90 days cash on hand	\$18,900,000
Capital Reserve	Largest distribution system contingency	\$500,000
NCPA – General Operating Reserve	As identified by NCPA plus allowance for unanticipated studies	\$9,300,000
Total Target		\$28,700,000

This policy provides for an updated assessment of the targets identified above every three years with a report to Council. Since 2011, the formula for establishing the Electric Utility (EU) reserve policy has remained unchanged. The actual dollar amounts have been reviewed and updated each year by the Risk Oversight Committee (ROC) in accordance with annual budget amounts.

On May 19, 2014, the ROC recommended that the formula for calculating the reserve targets be maintained until such time as the financial model and cost of service analysis is completed for the EU and that the dollars associated with the reserve policy be updated as follows:

Fund Designation	Basis	For FY 2015
Operating Reserve	90 days cash on hand	\$17,080,000
Capital Reserve	Largest distribution system contingency	\$1,000,000
NCPA – General Operating Reserve	As identified by NCPA plus allowance for unanticipated studies	\$5,600,000
Total Target		\$23,680,000

Changes to the proposed dollars associated with the reserve policy include:

Operating Reserve: This amount represents the dollars required to provide 90 days of operating cash and is dependent upon changes in operating expenditure budgets from year to year.

APPROVED: _____
Stephen Schwabauer, Interim City Manager

Capital Reserve: This amount represents the approximate cost to procure, deliver and install a substation transformer in the event of catastrophic failure and has been updated based on current cost information provided to the EU.

NCPA – General Operating Reserve (GOR): This amount represents NCPA's recommended reserve target level in addition to EU's estimate of unanticipated studies/activities. NCPA's recommendations are based on a number of factors, including market power volatility, replacement power cost differential between average and dry year generation and insurance deductibles/loss.

As of March 31, 2014, the EU had total cash reserves of \$21.4 million.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager

EAK/MP/lst

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
 REVIEWING AND MAINTAINING THE CURRENT
 ELECTRIC UTILITY RESERVE POLICY

=====

WHEREAS, in March 2011, the City Council approved Resolution 2011-39 approving a financial reserve policy as follows; and

Fund Designation	Basis	For FY 2011
Operating Reserve	90 days cash on hand	\$18,900,000
Capital Reserve	Largest distribution system contingency	\$500,000
NCPA – General Operating Reserve	As identified by NCPA plus allowance for unanticipated studies	\$9,300,000
Total Target		\$28,700,000

WHEREAS, this policy provides for an updated assessment of the targets identified above every three years with a report to Council; and

WHEREAS, since 2011, the formula for establishing the Electric Utility (EU) reserve policy has remained unchanged with the actual dollar amounts reviewed and updated each year by the Risk Oversight Committee (ROC) in accordance with annual budget amounts; and

WHEREAS, on May 19, 2014, the ROC recommended that the formula for calculating the reserve targets be maintained until such time as the financial model and cost of service analysis is completed for the EU and that the dollars associated with the reserve policy be updated.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the review and maintenance of the current Electric Utility Reserve Policy as follows:

Fund Designation	Basis	For FY 2015
Operating Reserve	90 days cash on hand	\$17,080,000
Capital Reserve	Largest distribution system contingency	\$1,000,000
NCPA – General Operating Reserve	As identified by NCPA plus allowance for unanticipated studies	\$5,600,000
Total Target		\$23,680,000

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

2014-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to File Claim for 2013/14 Transportation Development Act (TDA) Funds in the Amount of \$2,175,304 from Local Transportation Fund (LTF) and \$171,375 from State Transit Assistance (STA) Fund

MEETING DATE: June 4, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to file claim for 2013/14 Transportation Development Act (TDA) funds in the amount of \$2,175,304 from Local Transportation Fund (LTF) and \$171,375 from State Transit Assistance (STA) Fund.

BACKGROUND INFORMATION: Each year, the City of Lodi receives an apportionment of TDA funds to support Lodi’s transit operations and pedestrian/bicycle costs. These are State transportation funds that are primarily for non-vehicular (transit) transportation but can be used on roads if transit needs are being met. The funding is channeled through the San Joaquin Council of Governments (SJCOG), our regional transportation planning agency. The claim for Fiscal Year 2013/14 is \$2,175,304 from LTF and \$171,375 from STA, as follows:

	LTF	STA	Total
Transit Operations	\$1,043,980		1,043,980
Transit Capital Projects	1,032,054	168,315	1,200,369
Pedestrian/Bicycle Projects	39,439		39,439
SJCOG Planning and Administration	<u>59,831</u>	<u>3,060</u>	<u>62,891</u>
Total	\$2,175,304	\$171,375	\$2,346,679

As shown above, the LTF and STA funds will be utilized for transit operations, transit capital projects (transit station improvements, bus stop shelter improvements, transit buses, etc.), pedestrian and bicycle projects (sidewalk repairs), and SJCOG planning and administration. The LTF funds include reclaimed carryover amounts from FY 12/13 in the amount of \$430,808 for transit operations. The SJCOG board is scheduled to consider approving the TDA claim on June 26, 2014, following City Council’s approval. The City Manager may make minor adjustments when filing the final claim, based upon SJCOG review and comments.

The City’s transit operations (GrapeLine, Dial-A-Ride, and VineLine) are fully funded with TDA, Federal Transit Administration funds, Measure K renewal program funds, fare revenues and other competitive funding sources. Transit is not dependent on any General Fund money. We intend to continue to use TDA funds for transit, pedestrian, and bicycle-related projects and maintenance as much as possible.

FISCAL IMPACT: This action will allow the City to claim and receive TDA funding for FY 2013/14, which will pay for on-going operations and capital needs.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
FWS/PJF/pmf
cc: Financial Services Manager
SJCOG staff, Lynnetta Castle-Martinez and Anthony Zepeda

APPROVED: _____
Stephen Schwabauer, Interim City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO FILE THE
2013-14 CLAIM FOR TRANSPORTATION
DEVELOPMENT ACT FUNDS ON BEHALF OF THE
CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City's 2013-14 Transportation Development Act claim in the following amounts:

\$2,175,304	Local Transportation Funds
\$ 171,375	State Transit Assistance

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the claim on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to make minor adjustments when filing the final claim, based on San Joaquin County Council of Governments review and comments.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt the Following Resolutions Pertaining to the November 4, 2014, General Municipal Election:

(a) Resolution Calling And Giving Notice of the General Municipal Election to be Held on Tuesday, November 4, 2014, for the Election of Certain Officers of the City;

(b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election to be Held on Tuesday, November 4, 2014;

(c) Resolution Setting Forth the Council's Policy Regarding Impartial Analyses, Arguments, and Rebuttal Arguments For Any Measure(s) That May Qualify to be Placed on the Ballot for the November 4, 2014, General Municipal Election; and

(d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election to be Held on Tuesday, November 4, 2014

MEETING DATE: June 4, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt the resolutions pertaining to the November 4, 2014, General Municipal Election with respect to calling and noticing the election, consolidating the election with the County, setting forth the policy for any measures, and adopting regulations for candidates' statements, as required by the California Elections Code.

BACKGROUND INFORMATION: The 2014 General Municipal Election for three City Council seats will be held on Tuesday, November 4, 2014. The current terms of Council Member Nakanishi, Mayor Pro Tempore Hansen and Mayor Katzakian are expiring.

It is necessary for the City Council to adopt a resolution calling and giving notice of the holding of a General Municipal Election in the City of Lodi on November 4, 2014. On October 19, 1988, the City Council adopted Ordinance No. 1438 consolidating municipal elections with statewide general elections. The ordinance was approved by the San Joaquin County Board of Supervisors on February 7, 1989.

It is also necessary for the City to enter into an agreement with San Joaquin County to provide certain services for the conduct of the November 4, 2014, General Municipal Election. The City will reimburse the County for these services when the work is completed and upon presentation of a properly audited invoice to the City.

APPROVED: _____
Stephen Schwabauer, Interim City Manager

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

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

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: The anticipated cost of the November 2014 General Municipal Election is approximately \$85,000 and is being budgeted for the 2014/15 fiscal year.

Respectfully submitted,

Randi Johl-Olson
City Clerk

City of Lodi calendar, July-December 2014



Friday closure



Holiday

July 2014

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

August 2014

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

September 2014

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

October 2014

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

November 2014

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

December 2014

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

City offices will be closed every other Friday

Hours: Monday through Thursday, 7:30 a.m. to 5:30 p.m.; Friday 8 a.m. to 5 p.m.

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 4, 2014, for the election of municipal officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the requirements of the laws of the State of California relating to General Law Cities within said State, there is called and ordered to be held in the City of Lodi, California, on Tuesday, November 4, 2014, a General Municipal Election for the purpose of electing the qualified three (3) members of the City Council of said City for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk of the City of Lodi is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: June 4, 2014

I hereby certify that Resolution No. 2014 - _____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

Randi Johl-Olson
City Clerk

2014 - _____

RESOLUTION NO. 2014 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 4, 2014

WHEREAS, a General Municipal Election is to be held in the City of Lodi, California, on November 4, 2014; and

WHEREAS, in the course of conduct of the election, it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Lodi.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the provisions of §10002 of the Elections Code of the State of California, this City Council requests the San Joaquin County Board of Supervisors to permit the County Registrar of Voters' office to prepare and furnish to the City of Lodi all materials, equipment, and services as agreed upon by the County Registrar of Voters and the City Clerk for the conduct of the November 4, 2014, General Municipal Election.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved invoice.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and the County Registrar of Voters' offices a certified copy of this resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: June 4, 2014

I hereby certify that Resolution No. 2014 - ____ was passed and adopted by the Lodi City Council in a regular meeting held June 4, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

Randi Johl-Olson
City Clerk

2014 - ____

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA,
SETTING FORTH THE COUNCIL'S POLICY REGARDING IMPARTIAL
ANALYSES, ARGUMENTS, AND REBUTTAL ARGUMENTS FOR ANY
MEASURE(S) THAT MAY QUALIFY TO BE PLACED ON THE BALLOT
FOR THE NOVEMBER 4, 2014, GENERAL MUNICIPAL ELECTION

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby set forth the following as it pertains to any measure(s) that may qualify to be placed on the ballot for the November 4, 2014, General Municipal Election:

SECTION 1. The City Council of the City of Lodi does hereby direct the City Clerk to transmit a copy of any measure(s) that would qualify to be voted upon at the November 4, 2014, General Municipal Election to the City Attorney to prepare an impartial analysis of the measure(s), showing the effect of the measure(s) on the existing law and the operation of the measure(s).

SECTION 2. The City Council of the City of Lodi does hereby determine that written argument for or against any city measure may be submitted pursuant to the Elections Code of the State of California. No argument shall exceed 300 words in length.

SECTION 3. The City Council of the City of Lodi does hereby determine that rebuttal arguments may be submitted pursuant to the Elections Code of the State of California. Rebuttal arguments shall not exceed 250 words in length.

Dated: June 4, 2014

I hereby certify that Resolution No. 2014 - _____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

Randi Johl-Olson
City Clerk

2014 - _____

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA,
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE
PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS
AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Lodi on November 4, 2014, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, the City Clerk shall have all candidates statements translated into Spanish.
- B. Pursuant to State law, the candidate's statement must be translated and printed (in the voters pamphlet) in any language at the candidates request.
- C. The City Clerk shall:
 1. Translations:
 - (a) have all candidates statements translated into the language specified in (a) above.
 - (b) have translated those statements into the languages as requested by the candidate in (b) above.
 2. Printing:
 - (a) print any translations of candidates who so request printing in the voters pamphlet.

SECTION 3. PAYMENT.

- A. Translations:
 1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (a) and/or (b) above pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (a) and/or (b) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the voters' pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language in the voters' pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voters' pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

SECTION 6. That this resolution shall apply only to the election to be held on November 4, 2014, and shall then be repealed.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: June 4, 2014

I hereby certify that Resolution No. 2014 - ____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

Randi Johl-Olson
City Clerk

2014 - ____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2014/15; Set Public Hearing for July 16, 2014

MEETING DATE: June 4, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt the following resolutions and set a public hearing for July 16, 2014:

1. Initiating proceedings for the levy and collection of assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2014/15
2. Approving the Annual Report for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2014/15
3. Declaring intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2014/15

BACKGROUND INFORMATION: Over the past 11 years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). Recently, the City contracted with the firm NBS Government Finance Group (NBS) to review the District and assessments to establish compliance with Proposition 218 and rulings from recent court cases that have challenged and invalidated assessments. The results of NBS review are presented below.

1. Park maintenance should be removed from the assessments because there is no specific park being maintained from the collection of assessment within each zone, and the funds collected for park maintenances within each zone are actually used to pay for all park maintenance throughout the City. This results in an approximate \$54,000 funding reduction to the Parks Division and the dissolution of Zones 7, 10 and 12, whose sole maintenance activity was parks maintenance.
2. Funding for street sweeping should not be assessed because the level of street sweeping within the noted zones is the same as the level of street sweeping service provided to all other areas within the City (that are not being assessed for street sweeping).
3. Maintenance of common-access driveways in Zone 6 (The Villas) should not be assessed because the level of street sweeping service provided is the same as the level of street sweeping service provided to all other areas within the City (that are not being assessed for street sweeping). Based upon the existing maintenance contract costs, this results in a funding reduction of approximately \$1,150 that will be made up using Street Maintenance funds.

APPROVED: _____
Stephen Schwabauer, Interim City Manager

4. Traffic signal maintenance in Zones 13 and 15 should not be assessed because the benefits conferred by the activity are almost completely general in nature as the analysis confirms that about 90% of the traffic that passes through the intersections is not generated by the parcels within the zones.
5. Discontinue the practice of designating zones of cost and convert to the concept of zones of benefit. To assess parcels different amounts, as has been our practice based upon the landscape maintenance contracts, establishes a unique cost per zone. This should be changed to a cost allocation structure that assigns equal benefit to every parcel in the District and, therefore, an equal assessment. In the past, parcels in different zones were assessed a different amount for the same benefit.
6. Separate general benefit (City as a whole) from special benefit (individual parcels within the District) and quantify the difference. The analysis demonstrates that 1.89% general benefit is provided by the maintenance activities performed under the District contracts for masonry wall, landscaping, and street parkway trees maintenance and replacement. Based upon the existing maintenance contract costs, this results in a funding reduction of \$793 from the District that will be made up using Street Maintenance funds.

The Fiscal Year 2014/15 budget is provided in Attachment A. A comparison of last year's assessment and the recommended Fiscal Year 2014/15 assessment is provided in Attachment B. The Engineers Report is provided in Attachment C.

The action requested of the City Council is to initiate proceedings for the levy and collection of assessments for Fiscal Year 2014/15, approve the Annual Report, to declare its intention to levy the assessments and to set a public hearing for July 16, 2014, to receive public comments. After the public hearing, City Council will be asked to confirm the Final Report and order the levy and collection of the assessments.

FISCAL IMPACT: Funding for preparation of the Report is included in the assessments.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Attachments
cc: NBS

ATTACHMENT A
Fiscal Year 2014/15 Budget

Description	Amount
Annual Maintenance:	
1. Landscape	
Maintenance	\$12,327.00
Contingency	1,232.70
Reserve	0.00
<i>Total Landscape</i>	<i>\$13,559.70</i>
2. Street Parkway Trees	
Maintenance	\$12,660.00
Contingency	1,266.00
<i>Total Street Parkway Trees</i>	<i>\$13,926.00</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$2,700.00
Contingency	270.00
Reserve	5,000.00
<i>Total Masonry Walls</i>	<i>\$7,970.00</i>
Total Annual Maintenance:	\$35,455.70
General Benefit Contribution ¹:	(\$670.11)
Masonry Wall Improvements Funded through Reserve:	\$23,000.00
Total Annual Maintenance:	\$57,785.59
Incidentals:	
A. Consultant Fees	\$12,160.55
B. City Administrative Fees	5,000.00
C. Publication	1,500.00
D. County Collection Fees	338.39
Total Incidentals:	\$18,998.94
Total Annual Maintenance & Incidentals:	\$76,784.53
Surplus from Previous Fiscal Year:	(\$19,621.55)
Contribution from Reserve:	(\$23,000.00)
BALANCE TO ASSESSMENT:	\$34,162.98

¹ Information about the General Benefit component can be located in Section 5 of this report.

ATTACHMENT B
Comparison of Assessment Rates/DUE

Zone	FY 2013/14 Assessment Rate/DUE	FY 2014/15 Recommended Assessment Rate/DUE
1	\$226.08	\$55.08
2	\$206.16	\$55.08
3	\$185.68	\$18.36
4	\$171.20	\$18.36
5	\$193.50	\$55.08
6	\$310.34	\$55.08
7	\$128.70	\$0
8	\$250.58	\$55.08
9	\$189.42	\$18.36
10	\$135.18	\$0
11	\$183.20	\$18.36
12	\$205.78	\$0
13	\$61.44	\$18.36
14	\$56.76	\$36.72
15	\$35.03	\$18.36
16	\$47.50	\$18.36



City of Lodi

Consolidated Landscape Maintenance District No. 2003-1

Fiscal Year 2014/15 Engineer's Report

June 2014

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

**CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**

**221 W. Pine Street
Lodi, California 95240
Phone - (209) 333-6800
Fax - (209) 333-6710**

CITY COUNCIL

Phil Katzakian, Mayor
Larry D. Hansen, Mayor Pro Tempore
Bob Johnson, Council Member
Joanne Mounce, Council Member
Alan Nakanishi, Council Member

CITY STAFF

Stephen Schwabauer, City Manager
Jordan Ayers, Deputy City Manager
Randi Johl-Olson, City Clerk
Janice D Magdich, City Attorney
Wally Sandelin, Public Works Director

NBS

Greg Davidson, Client Services Director
Nick Dayhoff, Consultant

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1. ENGINEER'S LETTER

WHEREAS, on June 4, 2014, the *City Council* (the "Council") of the *City of Lodi* (the "City"), pursuant to the *Landscaping and Lighting Act of 1972* (the "Act"), adopted a resolution initiating proceedings for the levy and collection of assessments for the *Lodi Consolidated Landscape Maintenance District No. 2003-1* (the "District"), Fiscal Year 2014/15;

WHEREAS, said resolution ordered NBS Government Finance Group, DBA NBS, to prepare and file a report, in accordance with §22567 of the Act, concerning the assessment of the estimated costs of operating, maintaining and servicing the improvements within the District for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

NOW THEREFORE, the following assessments are made to finance the operation, maintenance, and servicing of the improvements within the District:

DESCRIPTION	AMOUNT
Zone 1 - Total Assessment	\$4,075.92
Dwelling Unit Equivalents	74.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 2 - Total Assessment	\$7,325.64
Dwelling Unit Equivalents	133.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 3 - Total Assessment	\$716.04
Dwelling Unit Equivalents	39.000
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 4 - Total Assessment	\$624.24
Dwelling Unit Equivalents	34.000
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 5 - Total Assessment	\$12,282.84
Dwelling Unit Equivalents	223.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 6 - Total Assessment	\$4,406.40
Dwelling Unit Equivalents	80.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 8 - Total Assessment	\$936.36
Dwelling Unit Equivalents	17.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 9 - Total Assessment	\$201.96
Dwelling Unit Equivalents	11.000
Assessment per Dwelling Unit Equivalent	\$18.36

(Continued on next page)

DESCRIPTION	AMOUNT
Zone 11 - Total Assessment	\$440.64
Dwelling Unit Equivalents	8.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 13 - Total Assessment	\$1,709.34
Dwelling Unit Equivalents	93.104
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 14 - Total Assessment	\$624.24
Dwelling Unit Equivalents	17.000
Assessment per Dwelling Unit Equivalent	\$36.72
Zone 15 - Total Assessment	\$665.88
Dwelling Unit Equivalents	36.268
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 16 - Total Assessment	\$153.48
Dwelling Unit Equivalents	8.360
Assessment per Dwelling Unit Equivalent	\$18.36

I, the undersigned, respectfully submit this report and, to the best of my knowledge, information and belief, the assessments and assessment diagrams herein have been computed and prepared in accordance with the order of the Council.

F. Wally Sandelin, P.E., Engineer of Work

Date

Seal

2. OVERVIEW

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2014/15. Such assessments account for all estimated direct & incidental expenses, deficits/surpluses, revenues, and reserves associated with the operation, servicing and maintenance of the improvements.

The word “parcel,” for the purposes of this report, refers to an individual property that has been assigned an Assessor’s Parcel Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessor’s Parcel Numbers and specific Tax Codes to identify the parcels assessed on the County Tax Roll within special benefit districts.

2.1 District Formation and Annexation History

The District is currently comprised of 13 distinct zones within the City. New zones may be annexed into the District if approved via property owner balloting proceedings.

ZONES 1 AND 2

A report was prepared in 2003 for Zones 1 and 2. Property owner balloting proceedings were conducted, effective for the Fiscal Year 2004/05 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 3 THROUGH 6

In 2004, separate reports were prepared for Zones 3 through 6. Property owner balloting proceedings were conducted within Zones 3 and 4 for the Fiscal Year 2004/05 assessment and within Zones 5 through 7 for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 8, 9, AND 11

A separate report was prepared in 2005 for Zones 8, 9, and 11. Property owner balloting proceedings were conducted for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONE 13

A separate engineer’s report was prepared in 2007 for Zone 13. Property owner balloting proceedings were conducted for the Fiscal Year 2007/08 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 14 THROUGH 16

A separate engineer’s report was prepared in 2008 for Zones 14 through 16. Property owner balloting proceedings were conducted for the Fiscal Year 2008/09 assessment. Property owner approval was attained; the City will begin levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

2.2 Effect of Proposition 218

On November 5, 1996, California voters approved Proposition 218 (Government Code commencing with Section 53739) by a margin of 56.5% to 43.5%. The provisions of the Proposition, now a part of the California Constitution, add substantive and procedural requirements to assessments, which affect the City's landscape maintenance assessments.

The Act, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act are referred to collectively as the "Assessment Law".

3. PLANS AND SPECIFICATIONS

The facilities operated, serviced and maintained within each Zone are generally described as follows:

ZONE 1 – ALMONDWOOD ESTATES

1. A masonry wall and 13.5' wide landscaping area along the east side of Stockton Street from the project's north boundary to Almond Drive, including the angled corner section at Elgin Avenue, approximately 1,220 linear feet.
2. A masonry wall and 13.5' wide landscaping area along the north side of Almond Drive from the project's east boundary westerly to Stockton Street, including the angled corner sections at Blackbird Place and Stockton Street, approximately 340 linear feet.
3. Street parkway trees located within the public street within the Zone 1 boundary.

ZONE 2 – CENTURY MEADOWS ONE, UNITS 2 & 3

1. A masonry wall and 13.5' wide landscaping area along the north side of Harney Lane from the project's east boundary to the west boundary, including the 2 angled corner sections at Poppy Drive, approximately 1,200 linear feet.
2. Street parkway trees located within the public street within the Zone 2 boundary.

ZONE 3 – MILLSBRIDGE II

1. Street parkway trees located within the public street within the Zone 3 boundary.

ZONE 4 – ALMOND NORTH

1. Street parkway trees located within the public street within the Zone 4 boundary.

ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES

Legacy Estates I

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 10-24 of Legacy Estates I, approximately 950 linear feet.
2. Street parkway trees located within the public street within the Zone 5 boundary.

Legacy Estates II

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west side of Mills Avenue from the project's southern boundary on Mills Avenue to the intersection of Wyndham Way, approximately 590 linear feet.
2. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 69-77 of Legacy Estates II, approximately 525 linear feet.
3. Street parkway trees located within the public street within the Zone 5 boundary.

Kirst Estates

1. Street parkway trees located within the public street within the Zone 5 boundary.

ZONE 6 – THE VILLAS

1. A masonry wall and 8.5' wide landscaping area along the east side of Panzani Way from the project's south boundary to the intersection of Porta Rosa Drive, approximately 120 linear feet.
2. A masonry wall and 27.5 to 43.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane from Panzani Way to the frontage road, approximately 425 linear feet.
3. A masonry wall and 15.0 to 44.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west of the frontage road and the east side of San Martino Way from Harney Lane to the project's north boundary, approximately 700 linear feet.
4. Parcel B, between lots 1 and 50, a variable width landscaping strip, approximately 250 linear feet.
5. Street parkway trees located within the public street within the Zone 6 boundary.

ZONE 8 – VINTAGE OAKS

1. A masonry wall and 13.5' wide landscaping strip, including a 4-foot wide sidewalk, extending north and south of the future Vintage Oaks Court along the east side of S. Lower Sacramento Road for a total distance of approximately 252 linear feet.
2. A 9.5' wide landscaping strip in the east half of the Lower Sacramento Road median, west of the Zone 8 boundary.
3. Street parkway trees located within the public street (Vintage Oaks Court) within the Zone 8 boundary.

ZONE 9 – INTERLAKE SQUARE

1. Street parkway trees located within the public rights-of-way of School Street and Park Street within the Zone 9 boundary.

ZONE 11 – TATE PROPERTY

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane, immediately east of Legacy Way, approximately 140 linear feet.
2. Street parkway trees located within the public street (Legacy Way) within the Zone 11 boundary.

ZONE 13 – GUILD AVENUE INDUSTRIAL

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 13 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

ZONE 14 – LUCA PLACE

1. A 6.5-foot irrigated landscape strip in the east half of the Westgate Drive median, west of the Zone 14 boundary.
2. Street parkway trees located within the public street (Westgate Drive), within the Zone 14 boundary.

ZONE 15 – GUILD AVENUE INDUSTRIAL

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 15 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL

1. A variable width (15 to 18 feet) irrigated, landscaped strip in the segmented median in W. Kettleman Lane (Highway 12) extending west from Ham Lane to Westgate Drive and having a total landscaped area of 36,505 square feet.
2. A variable width (12 to 20 feet) irrigated landscape strip in the segmented median in Lower Sacramento Road extending south from the north boundary of parcel APN 027-410-06 (2429 W. Kettleman Lane) to the south boundary of APN 058-030-13 (1551 S. Lower Sacramento Road) and having a total landscaped area of 13,490 square feet.

4. BENEFITS

The special benefits conferred from the installation and maintenance of the improvements need to be identified. The improvements shown in Section 3 are, hereby, reasonably determined to confer certain special benefits to parcels within each applicable Zone, and such special benefits are described below.

4.1 *Masonry Wall Maintenance*

The overall appeal of an area is enhanced when neighborhood masonry wall improvements are in place and kept in satisfactory condition. Conversely, appeal decreases when such walls are deteriorating, damaged, unsafe or defaced by graffiti.

Improved Aesthetics: Neighborhood masonry walls, when coupled with landscaping improvements, improve the livability, appearance and desirability for properties within each applicable Zone. Such walls also create a sense of community within the applicable Zones. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community.

4.2 *Landscape Maintenance*

The overall appeal of an area is enhanced when landscaping improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when landscaping is overgrown, unsafe or destroyed by the elements or vandalism.

Improved Aesthetics: Street landscaping improvements improve the livability, commercial activity, appearance and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community.

4.3 *Street Parkway Trees Maintenance*

The overall appeal of an area is enhanced when street parkway trees improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when street parkway trees are overgrown, unsafe or destroyed by the elements or vandalism.

Improved Aesthetics: Much like street landscaping improvements, maintenance of street parkway trees improves the livability, appearance and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Urban Forestry Network, trees add beauty to their surroundings by adding color to an area, softening harsh lines of buildings, screening unsightly views

and contributing to the character of their environment. Trees have also proven to contribute to a community's economy and way of life. Trees planted along and around buildings provide a distraction for the eye, softening the background. Trees also contribute eye-catching colors to their surroundings, from the different shades of green found in the leaves, the colors found in flowering trees and sometimes even the bark of the tree.

5. QUANTIFICATION OF GENERAL BENEFIT

5.1 Introduction

Pursuant to Article XIID, all parcels that receive a special benefit conferred upon them as a result of the improvements shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the improvements. *Division 12 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972*, permits the establishment of assessment districts by local agencies for the purpose of providing certain public improvements necessary or convenient for providing certain public services.

Section 22573 of the Act requires that assessments must be levied according to benefit received rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit. Furthermore, it's required that the City separate the general benefits from special benefits, because only special benefits may be assessed to property owners.

5.2 Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 3 of this Report, will only be provided within the boundaries of each Zone. There will be no improvements or maintenance services provided by the District outside of the boundaries of each Zone.

The improvements provide aesthetic benefits to the properties within the various Zones of the District. However, it's recognized that the maintenance of the improvements also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular traffic and pedestrians passing through the various Zones will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify these general benefits.

5.3 Masonry Wall Maintenance

One method for determining the general aesthetic benefit conferred by the maintenance of the various neighborhood masonry walls is to compare the estimated time spent by occupants in vehicles and pedestrians traversing the improvements (general) to the estimated time spent by the population of the various Zones in close proximity to the improvements (special). Estimated time for these purposes will be referred to as “population-hours”, i.e., number of accumulated hours per day attributed to people in and around the area of the improvements. For purposes of this calculation, we will assign 24 hours to the estimated number of persons residing within each Zone.

According to the U.S. Census Bureau (2014), the average household size in the City is 2.82 persons. The following shows the number of residential units, the estimated persons, and the total population-hours of each Zone benefitting from masonry wall maintenance:

Zone	Number of Residential Units	Estimated Number of Persons ¹	Population-Hours (Special) ²
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,150.56
11	8	23	541.44
TOTAL	535	1,510	36,208.80

1 Number shown is rounded to the nearest whole number.

2 Estimated Number of Persons multiplied by 24 (hours).

We now need to estimate the population-hours generated by occupants in vehicles passing by the masonry wall improvements throughout the District. Any vehicle using the City's streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the improvements and services, and will not be included in the calculation of general benefit. We will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

According to data from the U.S. Department of Transportation (2011), the weighted average number of occupants per vehicle is 1.674. The following table shows the average number of occupants for each mode of vehicular transportation, the percentage of each mode of vehicular transportation, and the overall weighted average occupancy per vehicle:

Mode	Occupants	Percentage of All Vehicles	Weighted Occupancy
Car	1.59	50.6%	0.804
Van	2.35	7.9%	0.187
Sport Utility	1.92	17.9%	0.344
Pickup	1.49	19.9%	0.296
Other Truck	1.12	0.4%	0.004
Motorcycle	1.18	3.3%	0.039
Weighted Average Vehicle Occupancy			1.674

Using the weighted average vehicle occupancy number determined above, we can estimate the number of vehicle occupants passing by the improvements each day. We then multiply the time it takes to traverse the improvements at the given speed limit by the number of estimated vehicle occupants to derive population-hours for vehicular traffic.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ¹	Estimated Vehicle Occupants ²	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)							337.97

1 Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7th Edition), so that they are not included in the general benefit calculation.

2 Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various masonry wall improvements who may walk past those improvements on a daily basis.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration (FHWA, 2011) analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 21,252 (in millions) or 11.70% of those person trips were made by using walking as their mode of transportation (FHWA, 2011).

In order to determine the estimated total number of persons who are within close proximity to the masonry wall improvements, and would utilize walking as their mode of transportation, we applied the 11.70% of person trips reported from the NHTS Pacific Division study, to the estimated number of persons residing within one-half mile of each Zone boundary.

In order to obtain a better picture of the overall level of general benefit provided by the masonry wall improvements, the pedestrian traffic that utilizes walking as the mode of transportation that may walk by the various improvements, but live outside of the various Zones, must be considered. The 2009 NHTS further details the purposes of the 21,252 (in millions) reported walking trips. Based on the property types within the District, people walking along the improvements would most likely do so for the following reasons: walking to school, day care or religious activity, social or recreational activities, and to shop or run errands.

The following details the number of walking trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of each Zone would use the sidewalks along the Zone boundary where the improvements are located:

Trip Purpose	Number of Walking Trips (in millions)
School/Daycare/Religious Activity	872
Shopping/Errands	5,820
Social/Recreational	2,268
Don't know/Other	139
Total	9,099

Of the total number of walking trips reported, 9,099 (in millions), or 42.81%, are for purposes that persons outside of each Zone would utilize the sidewalks along the Zone boundary where the improvements are located. We then need to estimate the accumulated amount of time it would take for these pedestrians to traverse the various improvements walking at a conservative average speed of 2 MPH.

The following table summarizes the calculation of population-hours for pedestrians passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Estimated Residential Units Outside Zone¹	Estimated Population Outside Zone²	Estimated Number of Pedestrians³	Estimated Number of Peds. Passing⁴	Length of Imp. (mi)	Time Passing Imp. (hr)⁵	Population-Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
TOTAL POPULATION-HOURS (PEDESTRIAN)							145.88

1 Within one-half mile of Zone.

2 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.

3 An estimated 11.70% of population use walking as primary mode of transportation. Number shown is rounded to the nearest whole number.

4 An estimated 42.81% of pedestrians may walk by improvements for purposes described above. Number shown is rounded to the nearest whole number.

5 Estimated using an average walking speed of 2 MPH.

Summing the total special and general population-hours gives us a total of 36,692.65; therefore, the general benefit to vehicle occupants and pedestrians passing by the masonry wall improvements throughout the District is estimated to be 1.32% $[(337.97 + 145.88) / 36,692.65]$.

Masonry Wall General Benefit	1.32%
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5.4 Landscape Maintenance

In order to estimate the general aesthetic benefit conferred by the maintenance of the various landscaping improvements throughout the District, we will use the same methodology used to determine the general benefits conferred by the maintenance of the masonry wall improvements. The landscaping improvements for Zones 1, 2, 5, 6, 8, and 11 are all along the masonry walls within those Zones, so the population-hours data calculated for the masonry wall improvements will be the same for the landscape maintenance. However, there are four additional Zones for which the landscape maintenance must be considered: Zones 13, 14, 15, and 16.

The following shows the number of residential units, the estimated persons, and the total population-hours for each Zone benefitting from the landscape improvements:

Zone	Number of Residential Units	Estimated Number of Persons ¹	Population-Hours (Special) ²
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,151.56
11	8	23	541.44
14	17	48	1,150.56
TOTAL	552	1,558	37,360.36

1 2.82 persons per household. Number shown is rounded to the nearest whole number.

2 Estimated Number of Persons multiplied by 24 (hours)

There are also three non-residential Zones that benefit from the landscaping improvements and need to be considered. Due to the commercial nature of these properties, the calculation of population-hours will differ from that of the residential parcels. For these parcels, we will estimate population-hours factoring how long it takes for each vehicle trip generated by the properties within these Zones to traverse the improvements located within each Zone. The following table shows the calculation of population-hours for the non-residential Zones:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ²	Estimated Vehicle Occupants ³	Population-Hours (Special)
13 & 15 ¹	Victor Rd.	45 MPH	0.414	0.0092	1,377	2,306	21.21
16	Kettleman Ln.	35 MPH	0.376	0.0107	559	937	10.05
	L. Sac. Rd.	50 MPH	0.117	0.0023	381	638	1.50
TOTAL POPULATION-HOURS (SPECIAL)							32.76

1 The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposed of this calculation.

2 Estimated average daily vehicle trips, based upon data compiled in the ITE Trip Generation Manual (7th Edition).

3 1.674 persons per vehicle. Number shown is rounded to the nearest whole number.

From this, we have determined that the total population-hours relating to special benefit are 37,393.12:

Category	Population-Hours (Special)
Residential	37,360.36
Non-Residential	32.72
TOTAL	37,393.08

We now need to estimate the population-hours generated by occupants in vehicles passing by the landscape improvements throughout the District. Any vehicle using the City's streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the "general public" benefitting from the improvements and services, and will not be included in the calculation of general benefit. Just like in the previous subsection, we will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the landscape improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ³	Estimated Vehicle Occupants ⁴	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
13 & 15 ¹	Victor Rd.	45 MPH	0.414	0.0092	9,423	15,774	145.06
14 ²	Westgate Dr.	25 MPH	0.157	0.0063	172	289	1.81
16	Kettleman Ln.	35 MPH	0.376	0.0107	28,291	47,361	508.21
	L. Sac. Rd.	50 MPH	0.117	0.0023	19,274	32,266	75.73
TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)							1,068.78

- 1 The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.
- 2 Average Daily Trips along Westgate Dr. were estimated, using data compiled in the ITE Trip Generation Manual (7th Edition), since data from the City was not available.
- 3 Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7th Edition), so that they are not included in the general benefit calculation.
- 4 Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various landscape improvements who may walk past those improvements on a daily basis.

Zone	Estimated Residential Units Outside Zone ²	Estimated Population Outside Zone ³	Estimated Number of Pedestrians ⁴	Estimated Number of Peds. Passing ⁵	Length of Imp. (mi)	Time Passing Imp. (hr) ⁶	Population-Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
13 & 15 ¹	329	928	109	46	0.414	0.2070	9.62
14	207	584	68	29	0.157	0.0785	2.30
16	2,152	6,069	710	304	0.493	0.2465	74.93
TOTAL POPULATION-HOURS (PEDESTRIAN)							232.73

- 1 The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.
- 2 Within one-half mile of Zone.
- 3 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.
- 4 An estimated 11.70% of population use walking as primary mode of transportation, as noted in Section 5.3. Number shown is rounded to the nearest whole number.
- 5 An estimated 42.81% of pedestrians may walk by improvements for purposes described in Section 5.3. Number shown is rounded to the nearest whole number.
- 6 Estimated using an average walking speed of 2 MPH.

Summing the special and general population-hours gives us a total of 38,694.59; therefore, the general benefit to vehicle occupants and pedestrians passing by the landscape improvements throughout the District is estimated to be 3.36% $[(1,068.78 + 232.73) / 38,694.59]$.

Landscaping General Benefit	3.36%
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5.5 Street Parkway Trees Maintenance

All of the street parkway tree improvements within the various Zones are along what are considered local streets, i.e. streets other than major arterial or collector streets within the City. In other words, these streets are intended to serve only the individual residential neighborhoods in which they are located, and not to be pass-through streets. In addition, according to the City's General Plan (2010), local streets accommodate low volumes of local traffic and provide access to individual parcels. Local streets typically have two travel lanes and allow parking on both sides of the street. Through traffic is permitted on local streets, but high speeds are discouraged.

From a visual inspection of the layout of the various Zones, one must conclude that the purpose of the local streets is exclusively intended for the benefit of the parcels on such streets. There is no local street that provides a direct or efficient means of traveling from one place to another such that one could reasonably expect a driver to purposefully choose the District's local streets as the best route for travel unless necessary because the route either began or ended with a parcel in the District. A route beginning or ending with a parcel within the District does not include the "general public" for purposes of determining general benefit.

However, one can imagine a minimal degree of pass-through traffic even on something such as a cul-de-sac. As expressed by the Appellate Court in *Beutz v. County of Riverside* (2010), "... courts of this state have long recognized that virtually all public improvement projects provide general benefits."

Given the location to the schools, parks, and shopping in the City, there are bound to be drivers that make use of the local streets for no other reason but to turn around or go back from where they came, especially if they are dropping their children off at one of the schools. Additionally, given the nature of the street trees, one could imagine a small degree of "residential tourism" wherein drivers are in fact simply "passing through" to enjoy the beautiful views of the homes, the natural surroundings or visiting friends. A conservative estimate of 0.50% for each scenario would result in the general benefit portion of the improved aesthetic benefits resulting from the maintenance of the street parkway trees on local streets to be 1.00% and the special benefit is estimated to be 99.00%.

Street Parkway Trees General Benefit	1.00%
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5.6 Collective General Benefit

Since the District is comprised of improved aesthetic benefits resulting from a blend of improvements (masonry walls, landscaping, and street parkway trees), the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. Therefore, the arithmetic mean of the general benefit percentages has been used to quantify the overall level of general benefit for the District. This general benefit result is provided in the table below:

Masonry Walls General Benefit	1.32%
Landscaping General Benefit	3.36%
Street Parkway Trees General Benefit	1.00%

District General Benefit	1.89%
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The general benefit, which is the percentage of the total annual maintenance costs that must be funded through sources other than assessments, is 1.89%. The special benefit, which is the percentage of the total annual maintenance costs that may be funded by assessments, is 98.11%.

6. ASSESSMENT METHODOLOGY

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec 22574).

The Method of Assessment uses the following components to assign special benefit to each parcel:

- **Benefit Points:** Assignment of points for aesthetic special benefits.
- **Benefit Factor:** Multiplier. This is the number of DUE assigned per parcel.
- **Benefit Units:** Sum of a parcel's benefit points multiplied by the parcel's benefit factor. The total amount is the special benefit units assigned to a parcel.

The total costs of maintenance and operation, less the amount of general benefits identified, will be assessed to the parcels within the District based on the benefit units assigned to each parcel.

6.1 Benefit Points

The following table shows the Aesthetic Benefit Points to be assigned per DUE for each Zone, based upon the benefits conferred by the maintenance of various Landscape, Masonry Wall, and Street Tree improvements within the District (one point for each of the improvement types):

	Landscape Aesthetic Benefit Points		Masonry Wall Aesthetic Benefit Points		Street Parkway Trees Aesthetic Benefit Points		Aesthetic Benefit Points per DUE
Zone 1	1	+	1	+	1	=	3
Zone 2	1	+	1	+	1	=	3
Zone 3	0	+	0	+	1	=	1
Zone 4	0	+	0	+	1	=	1
Zone 5	1	+	1	+	1	=	3
Zone 6	1	+	1	+	1	=	3
Zone 8	1	+	1	+	1	=	3
Zone 9	0	+	0	+	1	=	1
Zone 11	1	+	1	+	1	=	3
Zone 13	1	+	0	+	0	=	1
Zone 14	1	+	0	+	1	=	2
Zone 15	1	+	0	+	0	=	1
Zone 16	1	+	0	+	0	=	1

6.2 Benefit Factor

The basis of determining a parcel's benefit factor is a weighting formula commonly known as a Dwelling Unit Equivalent (DUE). The developed single-family residential parcel is used as the base-unit for the calculation of the benefit factor and is defined as 1.00 DUE. All other property types are assigned a DUE that reflects their proportional special benefit as compared to the single-family residential parcel.

The following table illustrates how DUEs are assigned to various types of property throughout the District:

PROPERTY TYPE	BENEFIT FACTOR
Single Family Residential	1.000 per Property
Multi-Family Residential (Duplex)	2.000 per Property
Multi-Family Residential (3 or more units)	5.000 per Acre
Commercial or Office	
For the First 7.5 Acres	5.000 per Acre
For the Next 7.5 Acres	2.500 per Acre
For All Acreage Over 15.0 Acres	1.250 per Acre
Industrial	4.000 per Acre

6.3 Benefit Units

The following table shows the resulting total Aesthetic Benefit Units within each Zone:

	Aesthetic Benefit Points per DUE		Benefit Factor (DUE)	=	Total Aesthetic Benefit Units
Zone 1	3	x	74.000	=	222.000
Zone 2	3	x	133.000	=	399.000
Zone 3	1	x	39.000	=	39.000
Zone 4	1	x	34.000	=	34.000
Zone 5	3	x	223.000	=	669.000
Zone 6	3	x	80.000	=	240.000
Zone 8	3	x	17.000	=	51.000
Zone 9	1	x	11.000	=	11.000
Zone 11	3	x	8.000	=	24.000
Zone 13	1	x	93.104	=	93.104
Zone 14	2	x	17.000	=	34.000
Zone 15	1	x	36.268	=	36.268
Zone 16	1	x	8.3600	=	8.360
TOTAL DISTRICT-WIDE AESTHETIC BENEFIT UNITS					1,860.732

6.4 Assessment Rate per Benefit Unit

The assessment rate for per Benefit Unit is then calculated as follows:

Total Assessable Annual Costs ¹	/	Total District Wide Aesthetic Benefit Units	=	Assessment Rate per Aesthetic Benefit Unit
--	---	---	---	--

¹ Assessable Annual Costs are maintenance costs minus the amount determined to relate to general benefit that are not assessable.

Since the assessment rate has traditionally been presented as an Assessment Rate per DUE, it is important to convert these Assessment Rates per Benefit Unit into the simpler Assessment Rate per DUE, for comparative purposes. For any parcel within the District, that calculation is as follows:

Assessment Rate per Aesthetic Benefit Unit	x	Benefit Points Assigned to Parcel	=	Assessment Rate per DUE
--	---	-----------------------------------	---	-------------------------

Assessment Rates per DUE for each Zone—based on the revised FY 2013/14 budget for the District—can be found in Section 7 of this report.

6.5 Adjustments to Maximum Assessments

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Article XIID of the Constitution of the State of California defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. At each Zone’s formation, balloting of property owners was required, pursuant to Proposition 218. The property owner ballots included an assessment to be approved, as well as the approval of an assessment range formula. Property owners within the District approved the proposed assessment and the assessment range formula.

The assessment range formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the maximum assessment (or adjusted maximum assessment), then the proposed annual assessment is not considered an increased assessment. The maximum assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in the second fiscal year, and each fiscal year thereafter, the maximum assessment will be recalculated annually.

2. The new adjusted maximum assessment for the year represents the prior year's maximum assessment adjusted by the greater of:
 - (a) 5%, or
 - (b) The annual increase in the CPI.

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2014/15, the increase in CPI is the percentage difference between the CPI of December 2013 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2014/15 CPI increase is 2.58%). This percentage difference shall then establish the allowed increase based on CPI. The index used shall be all urban consumers for the San Francisco-Oakland-San Jose area. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the Council for determining fluctuations in the cost of living.

If CPI is less than 5%, then the allowable adjustment to the maximum assessment is 5%. If CPI is greater than 5%, then the allowable adjustment to the maximum assessment is based on CPI. The maximum assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per DUE) less than or equal to this maximum assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

The following table illustrates how the assessment range formula shall be applied:

Example	CPI % Increase	5.00% Increase	Max % Increase Without Re-Balloting	Prior Year Max Rate Per DUE	Increase Per DUE	New Max Rate Per DUE
1	5.25%	5.00%	5.25%	\$403.00	\$21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	\$20.15	\$423.15

For example, if the percentage change in CPI is greater than 5%, as in Example 1, then the percentage adjustment to the maximum assessment will be by CPI. If the percentage change in CPI is less than 5%, as in Example 2, then the percentage adjustment to the maximum assessment will be 5%.

As previously illustrated, the maximum assessment will be recalculated and adjusted annually. However, the Council may reduce or freeze the maximum assessment at any time by amending the annual engineer's report.

Although the maximum assessment will normally increase each year, the actual assessments may remain virtually unchanged. The maximum assessment adjustment is designed to establish a reasonable limit on assessments. The maximum assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted maximum assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted maximum assessment then the assessment is considered an increased assessment. In order to impose an increased assessment, the Council must comply with the provisions of Proposition 218 (Article XIII D Section 4c of the California Constitution). Proposition 218 requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new maximum assessment is established. If the proposed assessment is not approved, the Council may not levy an assessment greater than the adjusted maximum assessment previously established.

7. ESTIMATE OF COSTS

7.1 Budget for Fiscal Year 2014/15

NBS has reviewed the budget and discussed with City staff the improvements and maintenance services provided by the assessment revenue. The costs for Fiscal Year 2014/15 are summarized in the following table:

Description	Amount
Annual Maintenance:	
1. Landscape	
Maintenance	\$12,327.00
Contingency	1,232.70
Reserve	0.00
<i>Total Landscape</i>	<i>\$13,559.70</i>
2. Street Parkway Trees	
Maintenance	\$12,660.00
Contingency	1,266.00
<i>Total Street Parkway Trees</i>	<i>\$13,926.00</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$2,700.00
Contingency	270.00
Reserve	5,000.00
<i>Total Masonry Walls</i>	<i>\$7,970.00</i>
Total Annual Maintenance:	\$35,455.70
General Benefit Contribution ¹:	(\$670.11)
Masonry Wall Improvements Funded through Reserve:	\$23,000.00
Total Annual Maintenance:	\$57,785.59
Incidentals:	
A. Consultant Fees	\$12,160.55
B. City Administrative Fees	5,000.00
C. Publication	1,500.00
D. County Collection Fees	338.39
Total Incidentals:	\$18,998.94
Total Annual Maintenance & Incidentals:	\$76,784.53
Surplus from Previous Fiscal Year:	(\$19,621.55)
Contribution from Reserve:	(\$23,000.00)
BALANCE TO ASSESSMENT:	\$34,162.98

¹ Information about the General Benefit component can be located in Section 5 of this report.

7.2 Assessment Rates per DUE

Based upon the FY 2014/15 Budget from the previous subsection, and the Method of Assessment for the District, the following table shows the revised FY 2014/15 Maximum Assessment Rate per DUE for each Zone, the FY 2014/15 Actual Assessment Rate per DUE for each Zone, the number of DUE within each Zone, and the Total Annual Assessment for each Zone:

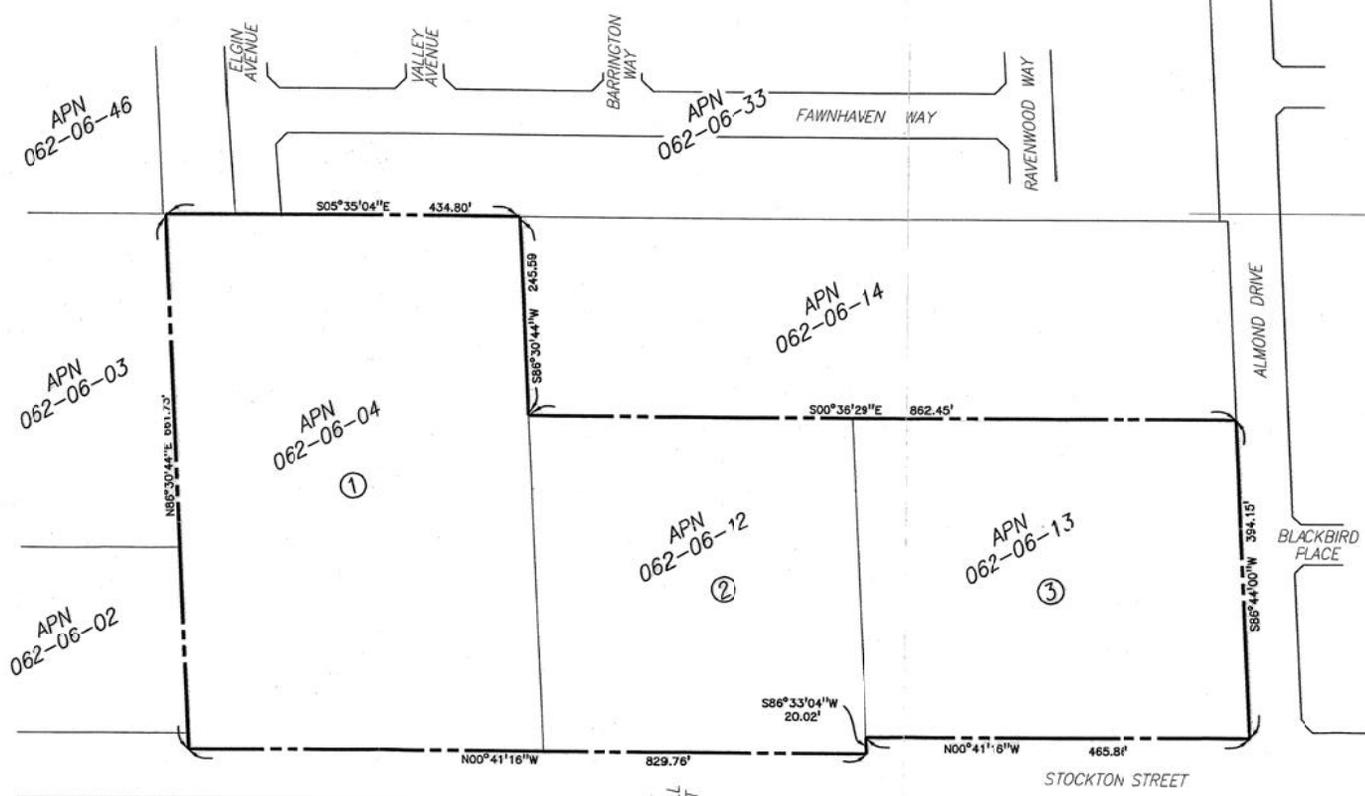
	FY 2014/15 Maximum Assessment/DUE	FY 2014/15 Actual Assessment Rate/DUE	DUE	Total FY 2014/15 Annual Assessment
Zone 1	\$475.945	\$55.08	74.000	\$4,075.92
Zone 2	344.579	55.08	133.000	7,325.64
Zone 3	362.283	18.36	39.000	716.04
Zone 4	413.356	18.36	34.000	624.24
Zone 5	203.760	55.08	223.000	12,282.84
Zone 6	618.980	55.08	80.000	4,406.40
Zone 8	436.988	55.08	17.000	936.36
Zone 9	114.301	18.36	11.000	201.96
Zone 11	138.327	55.08	8.000	440.64
Zone 13	122.555	18.36	93.104	1,709.39
Zone 14	256.384	36.72	17.000	624.24
Zone 15	122.361	18.36	36.268	665.88
Zone 16	49.877	18.36	8.360	153.49
ROUNDING ADJUSTMENT				(0.06)
TOTAL ANNUAL ASSESSMENT				\$34,162.98

8. ASSESSMENT DIAGRAMS

Assessment Diagrams have been submitted to the City Clerk in the format required under the provisions of the Act and are made part of this report.

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. OCT 16 2003
BARY W. FREEMAN Assessor-Recorder-Co. Clerk
By *Christina Monero* Deputy

SCALE 1" = 100'



ASSESSMENT DIAGRAM, ZONE 1
ALMONDWOOD ESTATES
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING THE NORTH EAST PORTION OF SECTION 13
T.3 N., R. 5 E., M. D. B. & M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 26th
DAY OF August 2003.

Sam J. Blunt
CITY CLERK OF THE CITY OF LODI



RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16th
DAY OF August 2003.

Christina Monero
SUPERINTENDENT OF STREETS
OF THE CITY OF LODI

FILED THIS 16th DAY OF October 2003 AT THE HOUR
OF 10:00 O'CLOCK A.M. IN BOOK 5 PAGE 1 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Monero
ASSESSOR-RECORDER-COUNTY CLERK
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
ON THE 15th DAY OF September 2003. THE ASSESSMENT DIAGRAM AND THE
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
OF STREETS OF THE CITY OF LODI ON THE 16th DAY OF August 2003.
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

Sam J. Blunt
CITY CLERK OF THE CITY OF LODI



LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	060	4, 12, 13

NOTES:

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 13.46 ACRES.

DOC # 2003-239328
10/15/2003 10:28A Fee:7.00
Page 1 of 1



THOMPSON-HYSELL ENGINEERS
A DIVISION OF THE KEITH COMPANY, INC.
1018 12TH STREET, SACRAMENTO, CA 95834 (209) 521-8988

NOTES:

- 1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
- 2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
- 3. THIS ASSESSMENT DISTRICT CONTAINS 31.64 ACRES.

LEGEND:

- ① ASSESSMENT DISTRICT BOUNDARY LINE
- ② ASSESSMENT DISTRICT PARCEL NUMBER

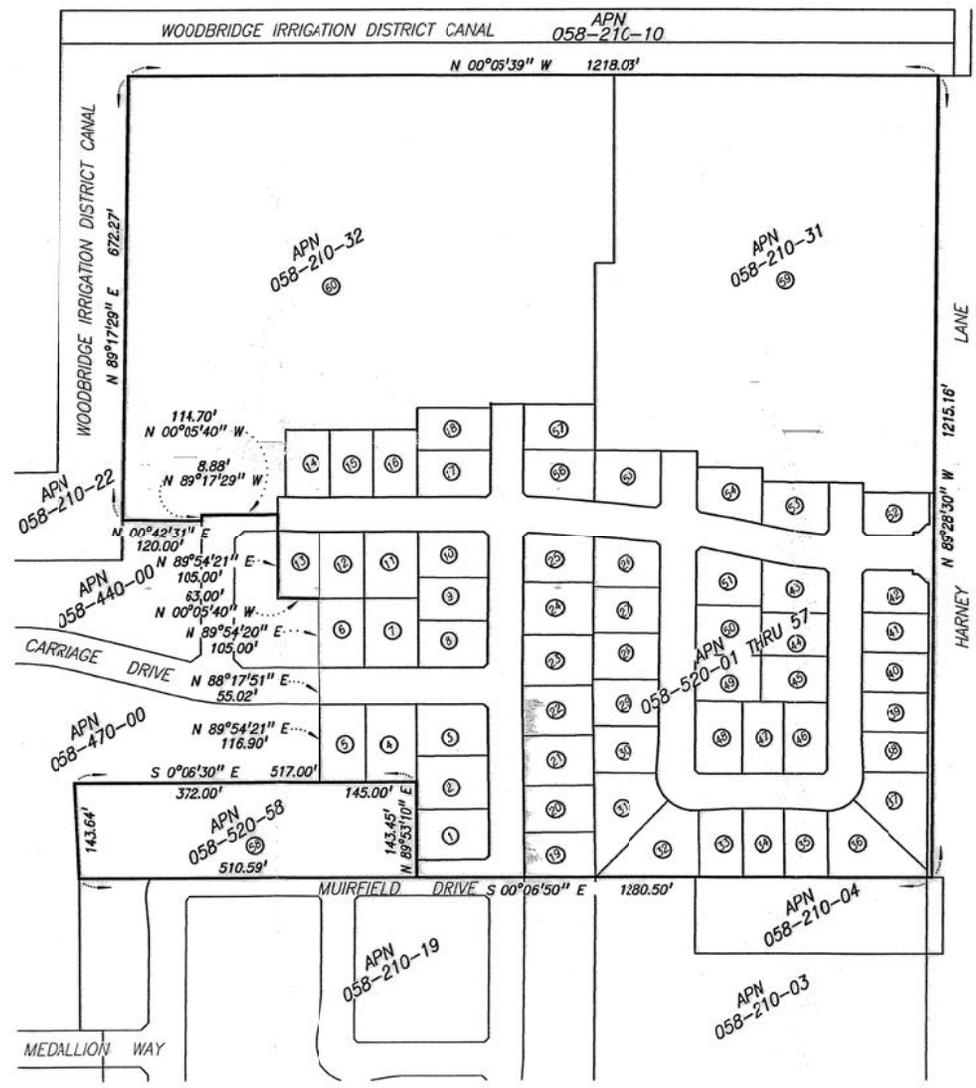
ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
058	210	31, 32
058	520	1-58

When embossed, and printed in purple ink, this is certified to a true copy of records of San Joaquin County.
 GARY W. FREEMAN Assessor-Recorder-County Clerk
 By *Christina Moreno* Deputy
 JAN 22 2004
 N.T.S.

**ASSESSMENT DIAGRAM
 CENTURY MEADOWS ONE, ZONE 2
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st
 DAY OF January 2004.

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 21st
 DAY OF January 2004.

Richard C. Viter
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

FILED THIS 22 DAY OF January 2004 AT THE HOUR
 OF 3:00 O'CLOCK P.M. IN BOOK 2 PAGE 12 OF
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Moreno
 ASSESSOR-RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA



AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
 ON THE 21 DAY OF January 2004. THE ASSESSMENT DIAGRAM AND THE
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
 OF STREETS OF THE CITY ON THE 21 DAY OF January 2004.
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

DOC # 2004-013613
 01/22/2004 03:20P Fee:7.00
 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 GARY W. FREEMAN
 Assessor-Recorder-County Clerk
 Paid by SIGNER ON DOCUMENT

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

**THOMPSON-HYSELL
 ENGINEERS**
 A DIVISION OF THE KISTEN COMPANIES, INC.
 1018 12TH STREET, MODESTO, CA 95354 (209) 521-8588

CITY CLERK
CITY OF LODI

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. DEC - 3 2003
GARY W. FREEMAN Assessor-Recorder-Co. Clerk
By Christina Moreno Deputy

SCALE 1" = 100'

PROPOSED AMENDED BOUNDARIES
(CENTURY MEADOWS ONE, ZONE 2 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
NOVEMBER, 2004

DOC # 2003-281218

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Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by Submit on document



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 3 DAY
OF December 2004.

Susan V. Blodgett
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 9 DAY OF December 2004 AT THE HOUR
OF 11 O'CLOCK A.M. IN BOOK 9 PAGE 9
OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Moreno
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

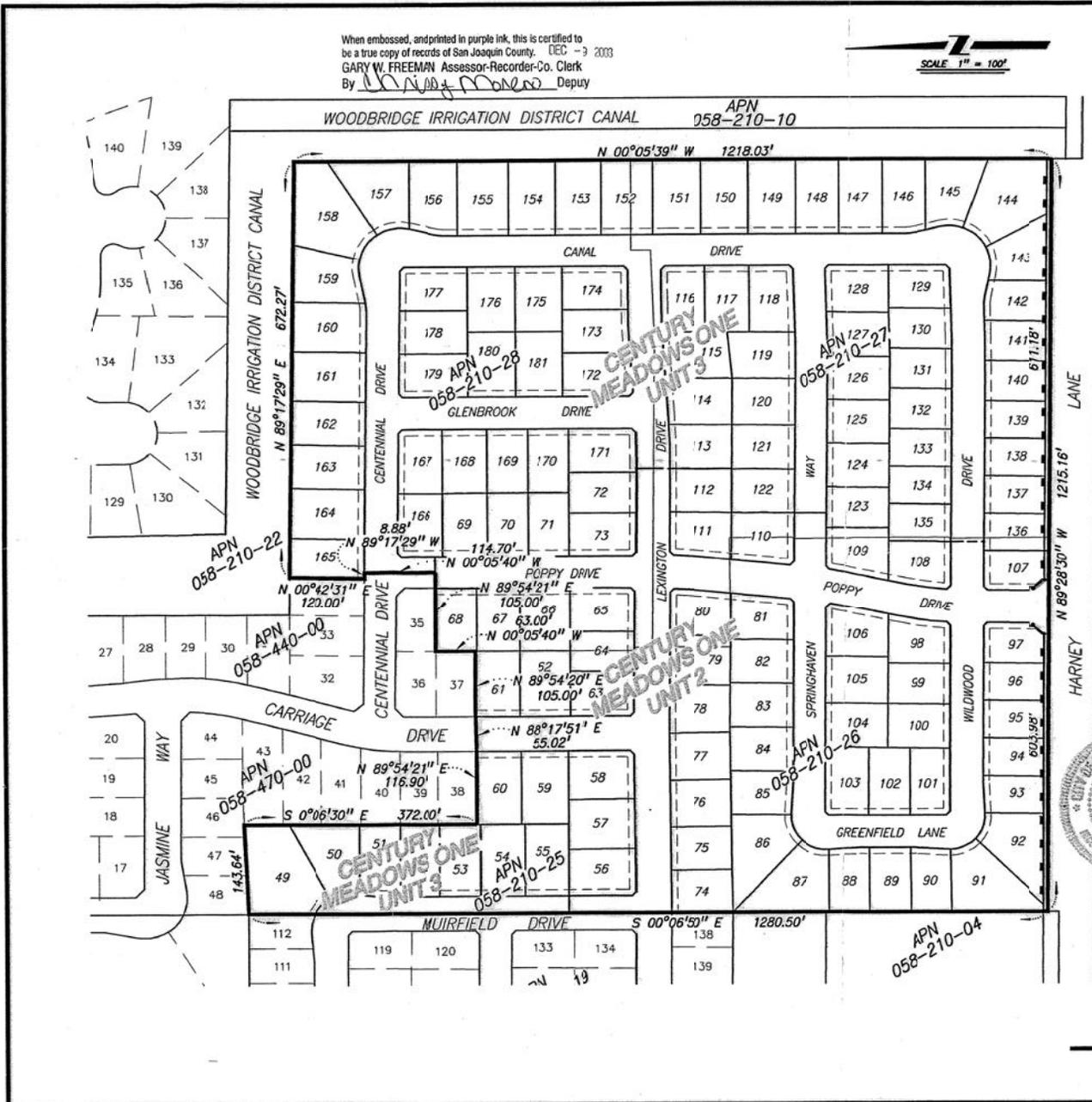
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO.
2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED
BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING
THEREOF, HELD ON THE 3 DAY OF December, 2004, BY
ITS RESOLUTION NO. 2003-227.

Susan V. Blodgett
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

LEGEND:

OVERALL DISTRICT BOUNDARY LINE



PROPOSED AMENDED BOUNDARIES
(MILLSBRIDGE II, ZONE 3 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 11, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS

1016 12th STREET MODESTO, CALIFORNIA
MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17th DAY
OF 19 2004.

Susan J. Blahut
CITY CLERK OF THE CITY OF LODI



RECORDED THIS 19 DAY OF March 2004 AT THE HOUR
OF 2:00 O'CLOCK P.M. IN BOOK PAGE 10 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Moreno
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

Susan J. Blahut
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

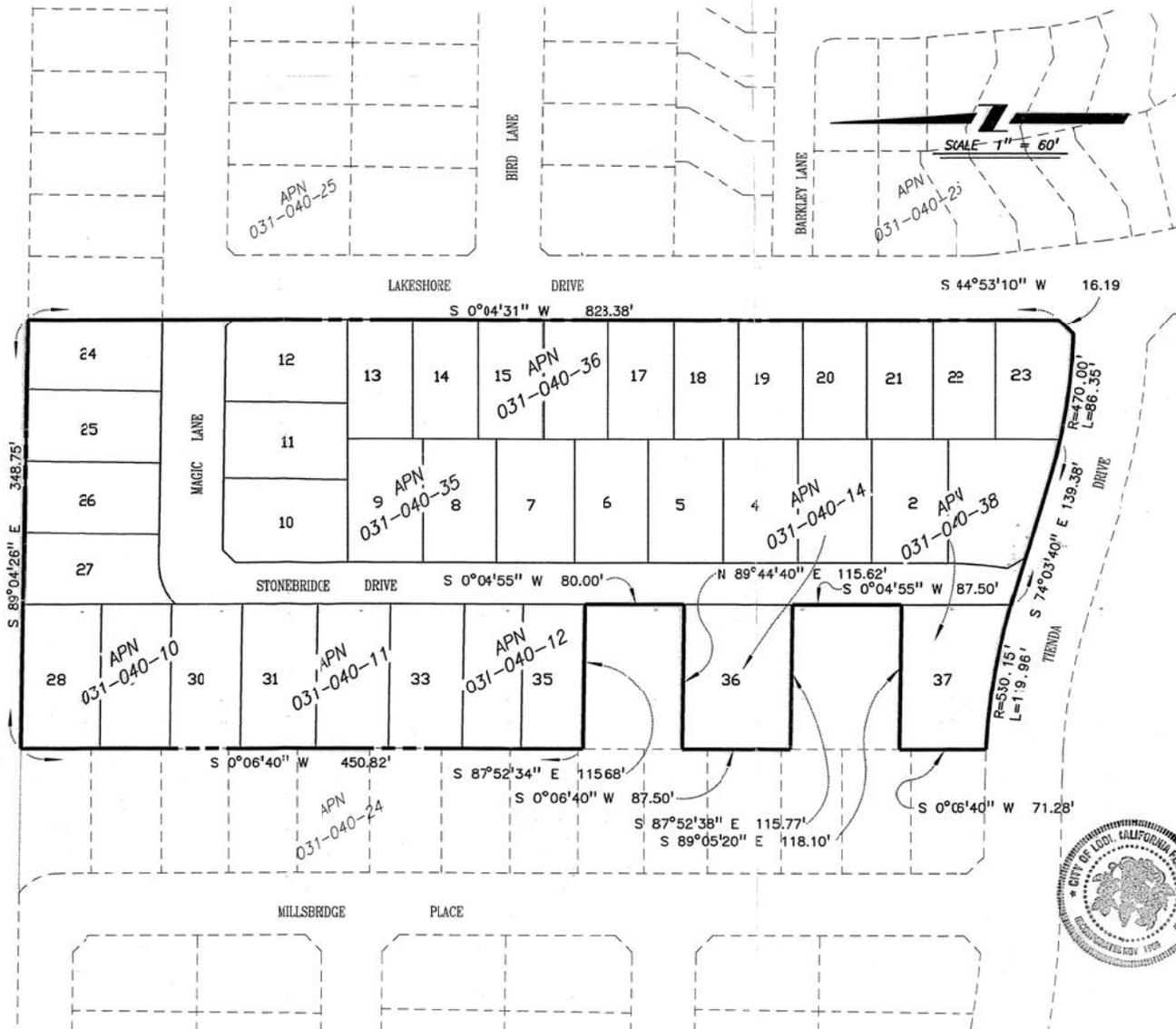
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03/19/2004 02:28P Fee: 00
Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Filed by SHAWN ON DOCUMENT



LEGEND:

OVERALL DISTRICT BOUNDARY LINE

WOODBRIDGE IRRIGATION DISTRICT CANAL



When embossed, and printed in purple ink, this is certified to
be a true copy of records of San Joaquin County.

PROPOSED AMENDED BOUNDARIES
 (ALMOND NORTH, ZONE 4 ANNEXATION)
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS

1016 12th STREET MODESTO, CALIFORNIA
 MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17th DAY
 OF MARCH 2004.

Shawn B. Blight
 CITY CLERK OF THE CITY OF LODI



RECORDED THIS 19 DAY OF March 2004 AT THE HOUR
 OF 2:20 O'CLOCK P.M. IN BOOK 5 PAGE 100 OF
 MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christine Moreno
 COUNTY RECORDER
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
 DAY OF March 17, 2004, BY ITS RESOLUTION NO. 2004-49
Shawn B. Blight
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
 CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
 CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
 AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
 AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
 SAN JOAQUIN, STATE OF CALIFORNIA.

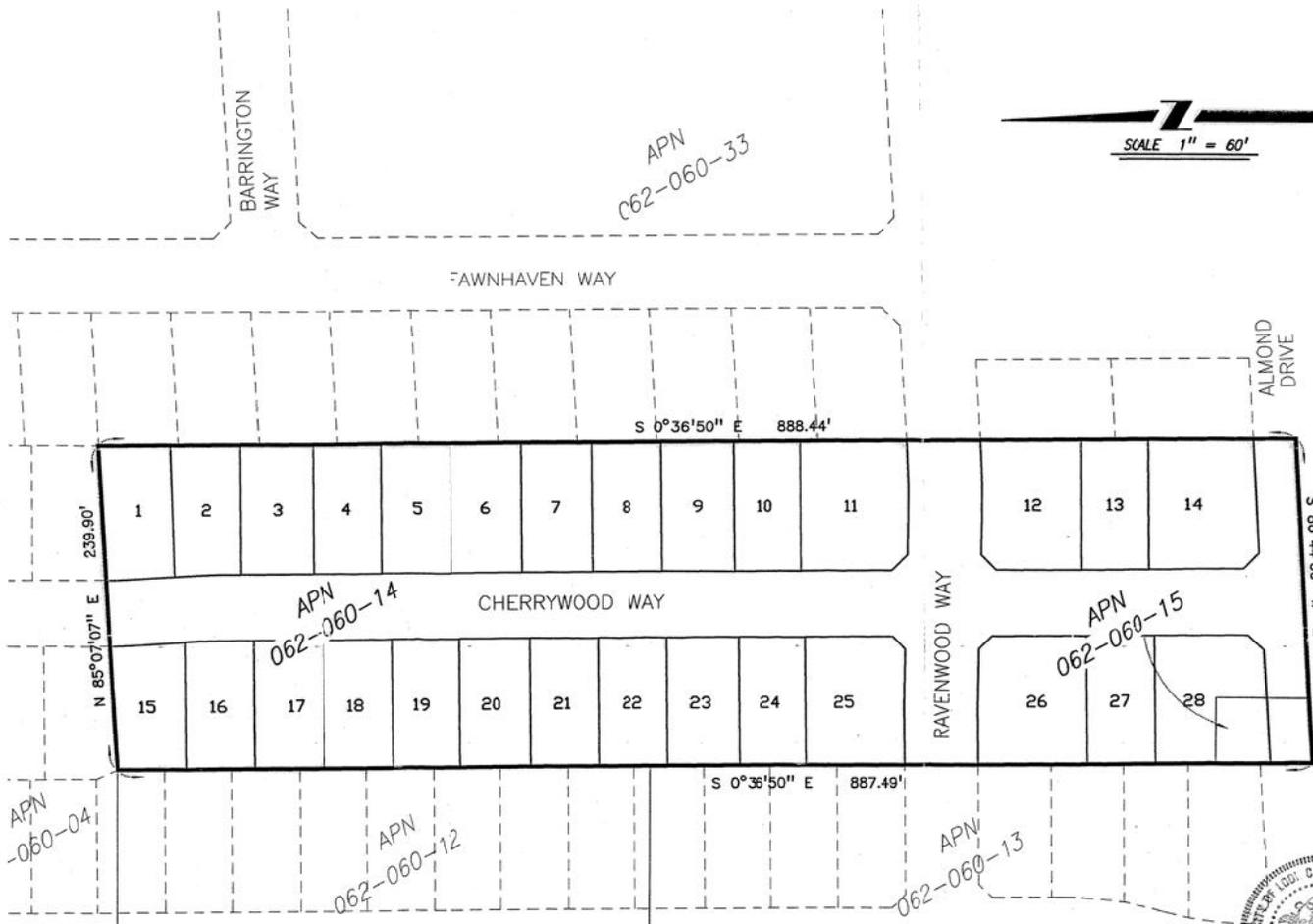
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 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 GARY W. FREEMAN
 Assessor-Recorder-County Clerk
 Paid by SHOW ON DOCUMENT



LEGEND:

OVERALL DISTRICT BOUNDARY LINE



APN
 060-041

APN
 062-060-14

APN
 062-060-12

APN
 062-060-15

APN
 062-060-13



I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

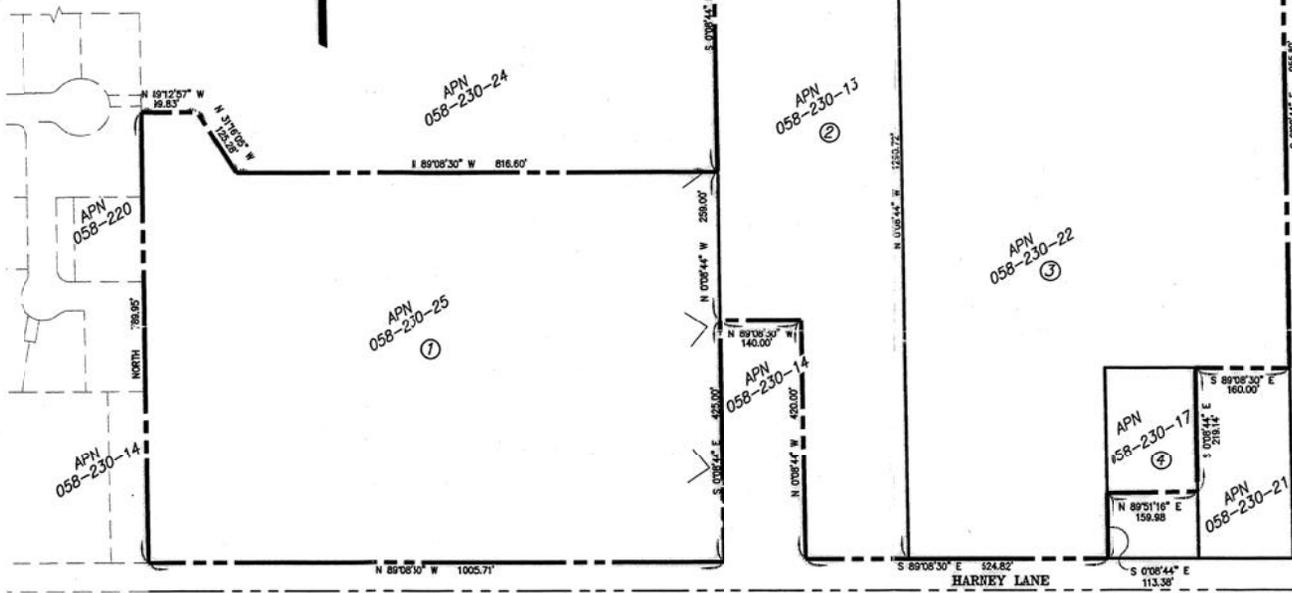
Gary Freeman

GARY FREEMAN
Assessor-Recorder-Co Clerk
San Joaquin County, CA



SEP - 3 2004

NOT TO SCALE



ASSESSMENT DIAGRAM, ZONE 5
LEGACY ESTATES I & II, AND KIRST ESTATES
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 15
T.3 N., R. 6 E., M. D. B. & M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 3rd
DAY OF September 2004.

Susan J. Bluchet
CITY CLERK OF THE CITY OF LODI



RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2nd
DAY OF September 2004.

Richard Cray
SUPERINTENDENT OF STREETS
OF THE CITY OF LODI

FILED THIS 3rd DAY OF SEPTEMBER 2004 AT THE HOUR
OF 2:30 O'CLOCK P.M. IN BOOK 5, PAGE 37 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman
ASSESSOR-RECORDER-COUNTY CLERK
OF SAN JOAQUIN COUNTY, CALIFORNIA
Jeanette Davis

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA ON THE PIECES AND PARCELS
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
ON THE 1st DAY OF SEPTEMBER 2004. THE ASSESSMENT DIAGRAM AND THE
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
OF STREETS OF THE CITY ON THE 2nd DAY OF SEPTEMBER 2004.
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

Susan J. Bluchet
CITY CLERK OF THE CITY OF LODI



SHEET 1 OF 1



DOC #: 2004-200733

09/03/2004 02:38P Fee:7.00
Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by INDIVIDUAL ON DOCUMENT



NOTES:

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 42.10 ACRES.

LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

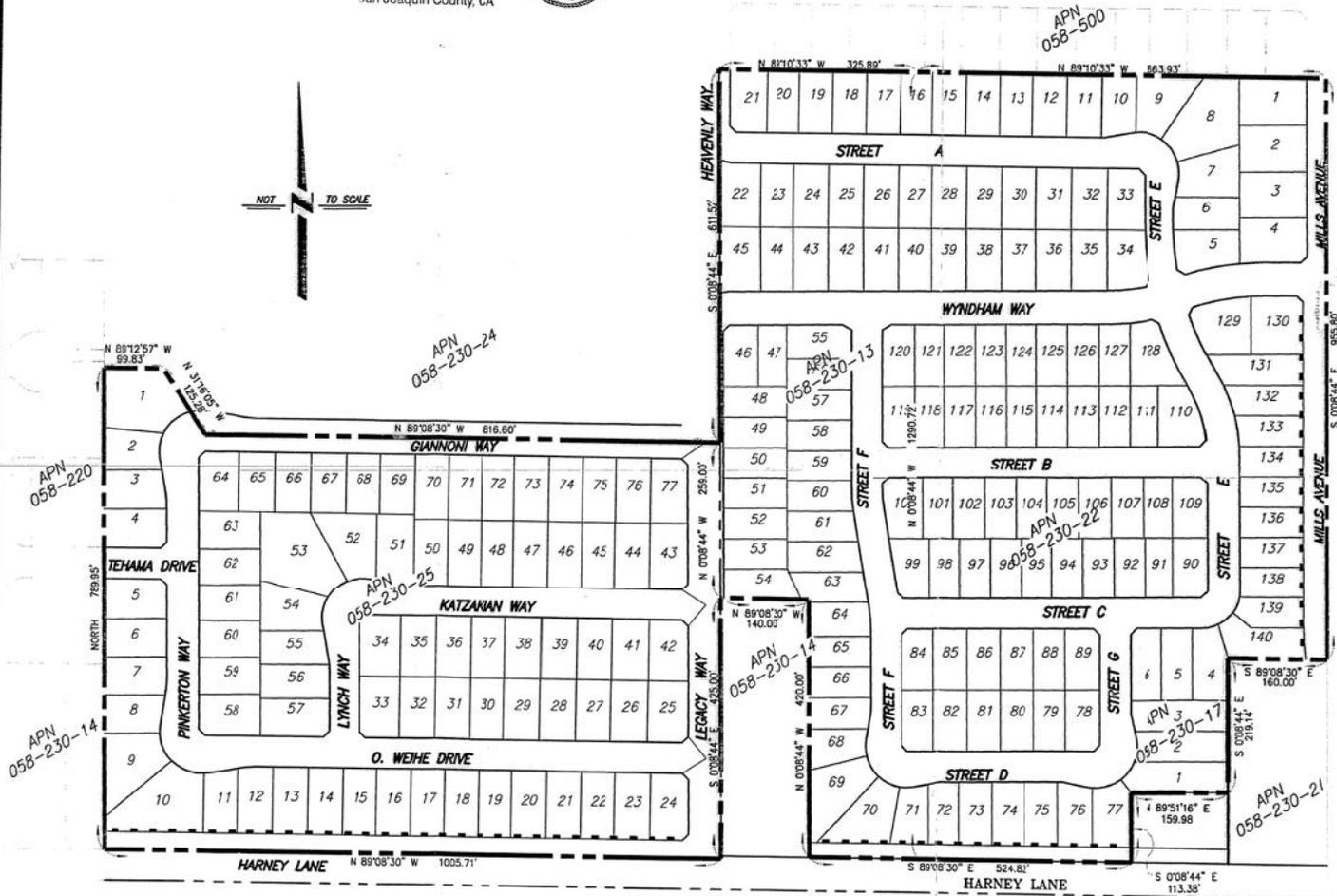
BOOK	PAGE	PARCELS
058	230	13, 17 (PORTION), 22, 25

02/20/2005 09:50:00 AM (Page 1 of 1) 10/10/2004 10:50:00 AM 10/10/2004

I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

Gary W. Freeman
JUL 14 2004

GARY FREEMAN
Assessor-Recorder-Ct Clerk
San Joaquin County, CA



**PROPOSED AMENDED BOUNDARIES
(LEGACY ESTATES I&II AND KIRST ESTATES,
ZONE 5 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY,
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 15, T.3N., R.6E., N.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
JUNE, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY OF JULY 2004.

Sharon J. Black
CITY CLERK OF THE CITY OF LODI



RECORDED THIS 14 DAY OF JUN 2004 AT THE HOUR OF 10:00 A.M. IN BOOK 5 PAGE 216 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STAT. OF CALIFORNIA.

Gary W. Freeman by Cheryl Monero
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

Sharon J. Black
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

DOC # 2004-155561
07/14/2004 12:01P Fee:7.08
Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-Ct Clerk
Paid by INDIVIDUAL OR DOCUMENT



LEGEND:

----- OVERALL DISTRICT BOUNDARY LINE

ASSESSMENT DIAGRAM, ZONE 6
 THE VILLAS
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 13
 T.3 N., R. 6 E., M. D. B. & M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 1st
 DAY OF September 2004.

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2nd
 DAY OF September 2004.

Richard P. ...
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

I hereby certify that this is a true copy of
 the record consisting of 1 pages if the
 seal of this office is impressed in purple ink.

Gary W. Fregman
 GARY FREGMAN
 Assessor-Recorder-City Clerk
 San Joaquin County, CA



FILED THIS 3rd DAY OF September 2004 AT THE HOUR
 OF 2:30 O'CLOCK P.M. IN BOOK 5, PAGE 29 OF
 MAP OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

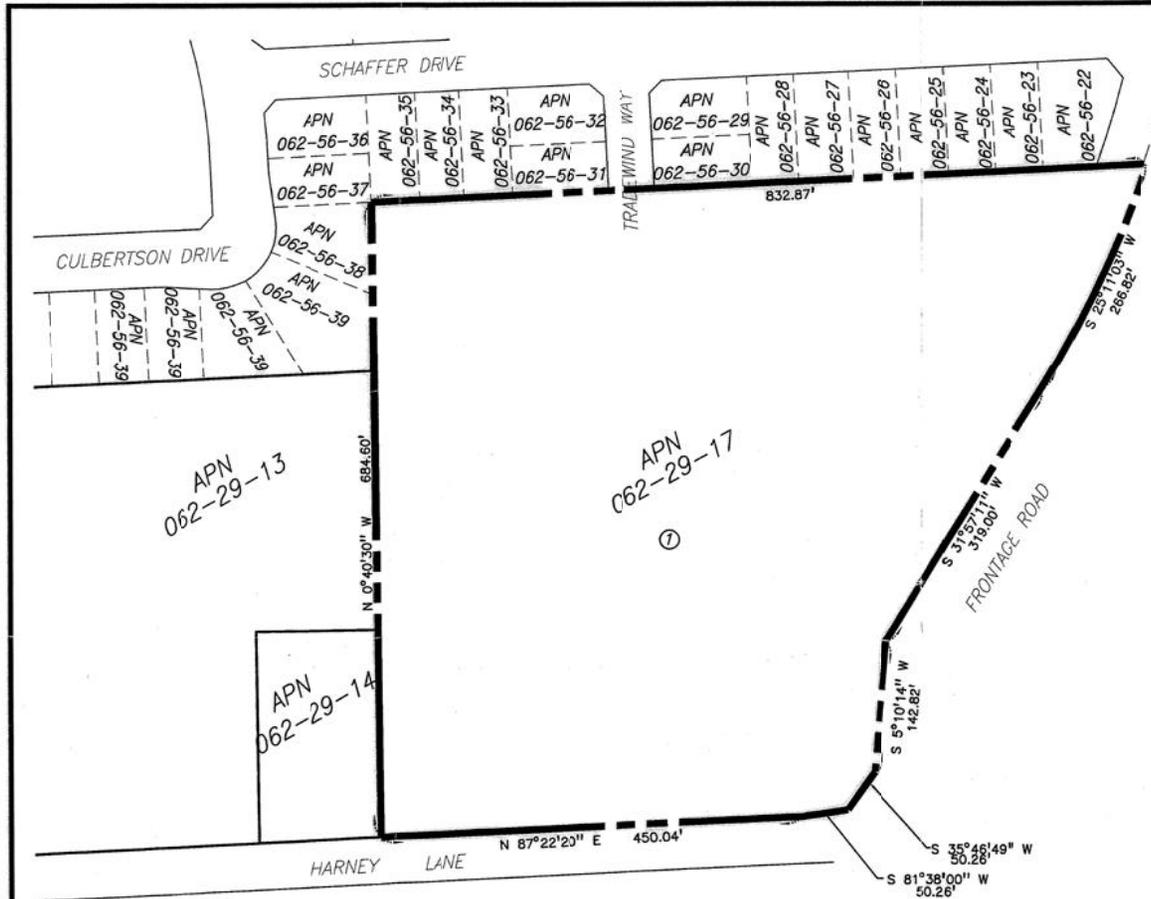
Gary W. Fregman by Jemette Davis
 ASSESSOR-RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
 ON THE 1 DAY OF September 2004. THE ASSESSMENT DIAGRAM AND THE
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
 OF STREETS OF THE CITY ON THE 2nd DAY OF September 2004.
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

SHEET 1 OF 1

**THOMPSON-HYSELL
 ENGINEERS**
 A DIVISION OF THE BORTH COMPANY, INC.
 1010 12TH STREET, MCKEEVILLE, CA 95354 (209) 521-8989



NOT TO SCALE

SEP - 3 2004

DOC # 2004-203731
 09/03/2004 02:30P Fee: 7.00
 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 Gary W. Fregman
 Assessor-Recorder-City Clerk
 Paid by INDIVIDUAL ON DOCUMENT



LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	290	17

NOTES:

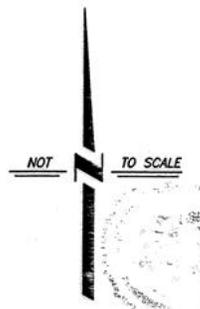
1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 1029 ACRES.



PROPOSED AMENDED BOUNDARIES
 (THE VILLAS, ZONE 6 ANNEXATION)
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHEAST
 QUARTER OF SECTION 13, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
 1016 12th STREET MODESTO, CALIFORNIA
 JUNE, 2004



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 7 DAY
 OF July, 2004.

PROJECT SUMMARY
 THE VILLAS 80 Acre±

Sum J. Belt
 CITY CLERK OF THE CITY OF LODI



RECORDED THIS 14 DAY OF JUN, 2004 AT THE HOUR
 OF 12:00 O'CLOCK P. M. IN BOOK 8-13 PAGE 21 OF
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman
 COUNTY RECORDER
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
 DAY OF July, 2004, BY ITS RESOLUTION NO. 2004-136
Sum J. Belt
 CITY CLERK OF THE CITY OF LODI

DOC # 2004-155562
 07/14/2004 12:01P Fee:7.00
 Page 1 of 1
 Recorder in Official Records
 County of San Joaquin
 Gary W. Freeman
 Assessor-Recorder-County Clerk
 Paid by INDIVIDUAL ON DOCUMENT



LEGEND:
 - - - - - OVERALL DISTRICT BOUNDARY LINE

APN
 058-13

I hereby certify that this is a true copy of
 the record consisting of 1 pages if the
 seal of this office is impressed in purple ink.

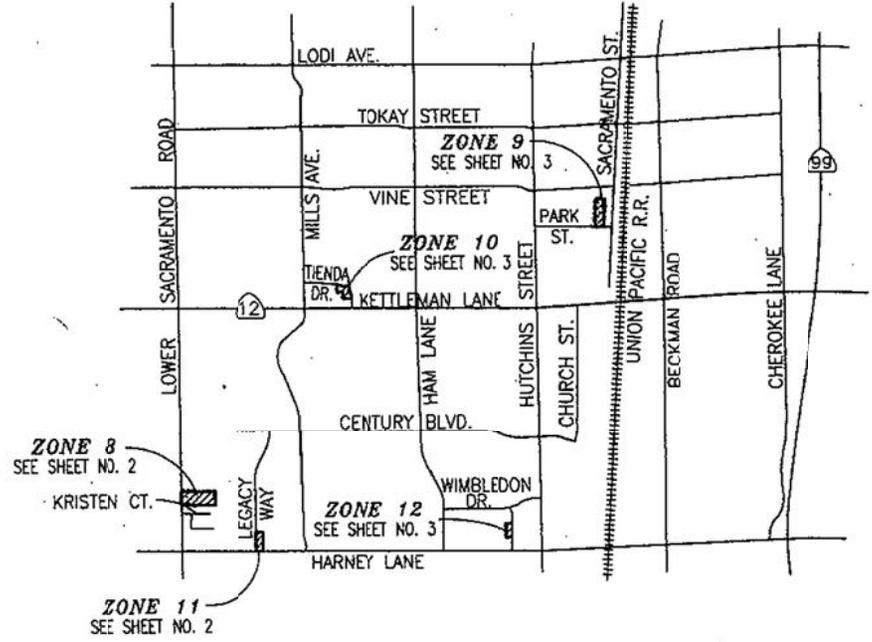
Gary W. Freeman
 JUL 14 2004

GARY FREEMAN
 Assessor-Recorder-Co Clerk
 San Joaquin County CA



507

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12
CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15
 DAY OF November, 2005

Susan J. Blecht
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA



I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF OCTOBER, 2005, BY ITS RESOLUTION NO. 2005-216

Susan J. Blecht
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

THIS AMENDED ASSESSMENT DIAGRAM WAS ORIGINALLY RECORDED ON OCTOBER 6th 2005, IN BOOK 5, PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FILED THIS 29 DAY OF May, 2005 AT THE HOUR OF 10:50 O'CLOCK A.M. IN BOOK 5 AT PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

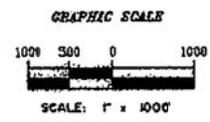
Mona W. Sherman by Patricia Connors
 DEPUTY
 COUNTY RECORDER
 COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

DOC # 2005-297277
 11/29/2005 10:58 AM Fee:NC
 Page 1 of 2
 Recorded in Official Records
 County of San Joaquin
 Cary U. Frieson
 Recorder-Recorder-County Clerk
 Paid by 2005-297277

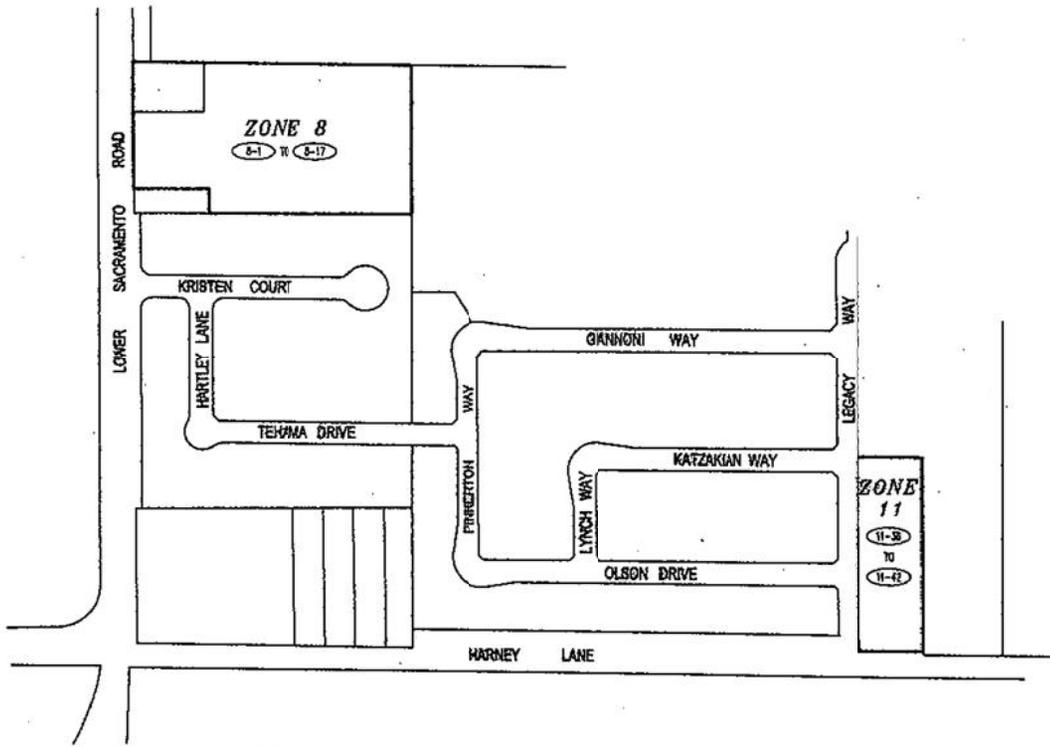


NBS

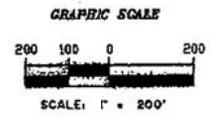
32605 Highway 79 South, Suite 100
 Tereseo, CA 92592
 Local Government Solutions

5-78A

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12
CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



ASSESSMENT ID		
Zone	Assessment Number	APN
8	8-1	POR OF 058-230-03
8	8-2	POR OF 058-230-03
8	8-3	POR OF 058-230-03
8	8-4	POR OF 058-230-03
8	8-5	POR OF 058-230-03
8	8-6	POR OF 058-230-03
8	8-7	POR OF 058-230-03
8	8-8	POR OF 058-230-03
8	8-9	POR OF 058-230-03
8	8-10	POR OF 058-230-03
8	8-11	POR OF 058-230-03
8	8-12	POR OF 058-230-03
8	8-13	POR OF 058-230-03
8	8-14	POR OF 058-230-03
8	8-15	POR OF 058-230-03
8	8-16	POR OF 058-230-03
8	8-17	POR OF 058-230-03
11	11-35	POR OF 058-230-14
11	11-37	POR OF 058-230-14
11	11-38	POR OF 058-230-14
11	11-39	POR OF 058-230-14
11	11-40	POR OF 058-230-14
11	11-41	POR OF 058-230-14
11	11-42	POR OF 058-230-14



N | B | S

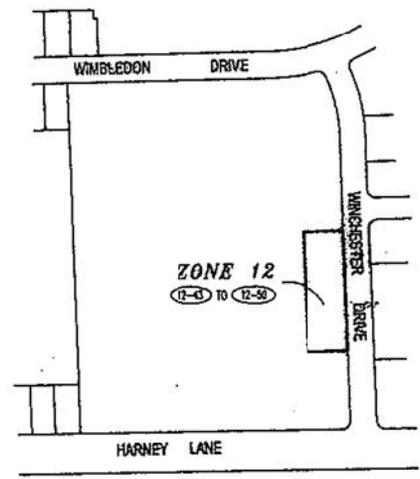
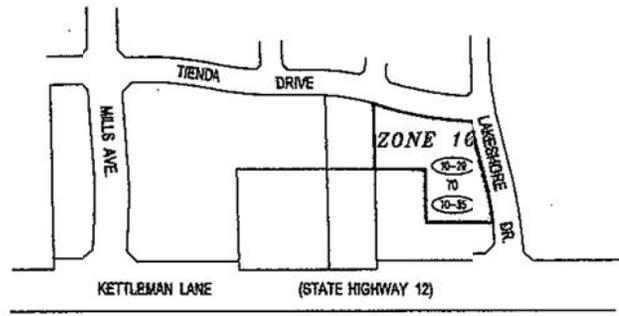
32605 Highway 79 South, Suite 100
 Yreka, CA 92592

Local Government Solutions

- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - ASSESSMENT NUMBER

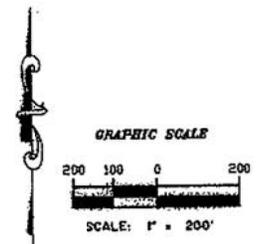
5-78A

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12
CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



ASSESSMENT ID

Zone	Assessment Number	APN
9	9-18	FOR. 06 043-250-07
9	9-19	FOR. 06 043-250-07
9	9-20	FOR. 06 043-250-07
9	9-21	FOR. 06 044-250-07
9	9-22	FOR. 06 044-250-07
9	9-23	FOR. 06 044-250-07
9	9-24	FOR. 06 044-250-07
9	9-25	FOR. 06 044-250-07
9	9-26	FOR. 06 044-250-07
9	9-27	FOR. 06 044-250-07
9	9-28	FOR. 06 044-250-07
10	10-21	FOR. 06 043-250-07
10	10-22	FOR. 06 043-250-07
10	10-23	FOR. 06 043-250-07
10	10-24	FOR. 06 043-250-07
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10	10-27	FOR. 06 043-250-07
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10	10-99	FOR. 06 043-250-07
10	10-100	FOR. 06 043-250-07



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - ASSESSMENT NUMBER

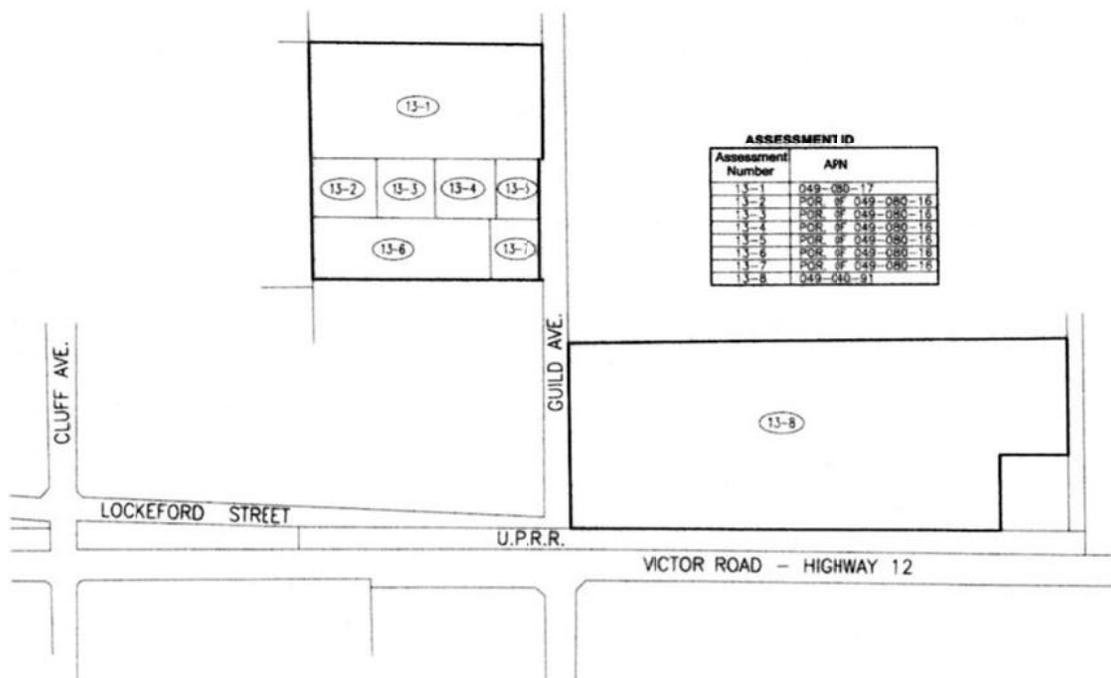
NBS
 32805 Highway 79 South, Suite 100
 Temecula, CA 92592
 Local Government Solutions

5-161

SHEET 1 OF 1

ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONE 13 - GUILD AVENUE INDUSTRIAL

CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



Assessment Number	APN
13-1	049-080-17
13-2	POR. OF 049-080-18
13-3	POR. OF 049-080-18
13-4	POR. OF 049-080-18
13-5	POR. OF 049-080-18
13-6	POR. OF 049-080-18
13-7	POR. OF 049-080-18
13-8	049-040-81

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st DAY OF February, 2007

Christina Lopez
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 14th DAY OF April, 2007, BY ITS RESOLUTION NO. 8007-03

Christina Lopez
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

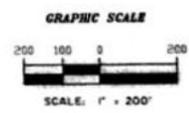
FILED THIS 2 DAY OF MAY, 2007, AT THE HOUR OF 1:41 O'CLOCK P.M. IN BOOK 5 AT PAGE 161 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Lopez
DEPUTY
COUNTY RECORDER
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

Doc # 2007-08438
1/2/07 1:41 PM
Page 1 of 1 Fee \$7.00
Gary W. Freeman
San Joaquin County Recorder
Filed By SHOW ON DOCUMENT

- LEGEND
- ANNEXATION BOUNDARY
 - PARCEL LINES
 - 13-6 ASSESSMENT NUMBER



NBS

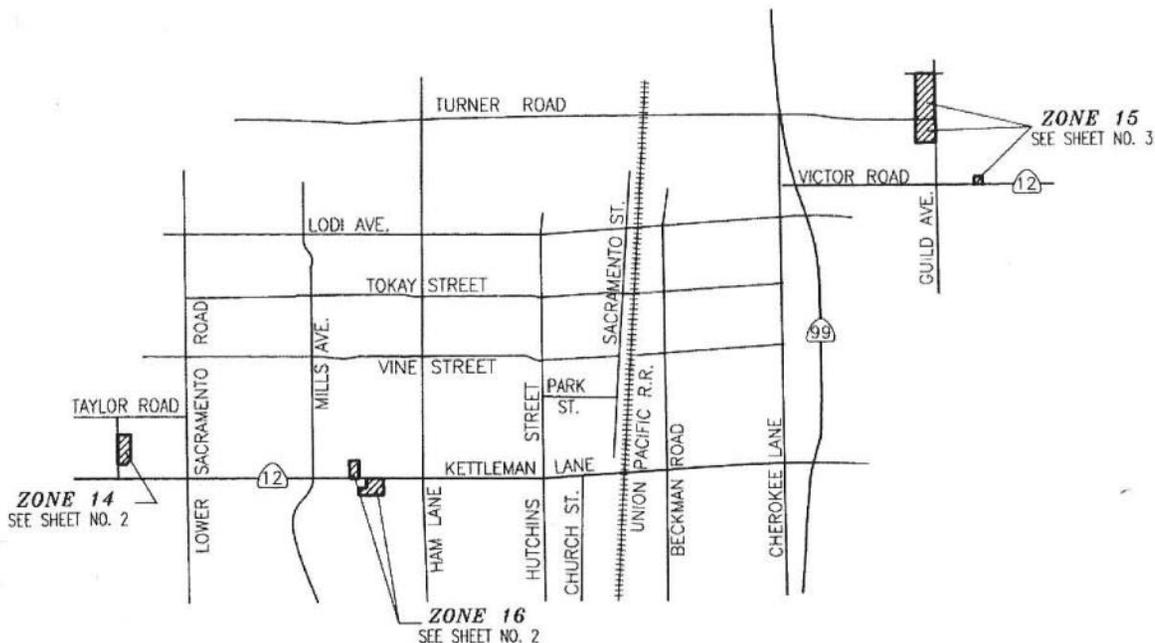
32605 Highway 79 South, Suite 100
Temecula, CA 92592

Local Government Solutions

5-161

ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 14, 15 & 16

CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21ST
DAY OF May, 2008.

[Signature]
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 21ST DAY OF May, 2008, BY ITS RESOLUTION NO. 4008-23.

[Signature]
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 13th DAY OF JUNE, 2008, AT THE HOUR OF 9:37 O'CLOCK A.M., IN BOOK 5 AT PAGE 105 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

[Signature]
DEPUTY
COUNTY RECORDER
COUNTY OF SAN JOAQUIN
Jennette A. Davis

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

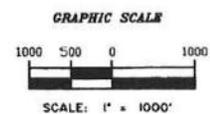
— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

NBS

32605 Temecula Parkway, Suite 100
Temecula, CA 92592

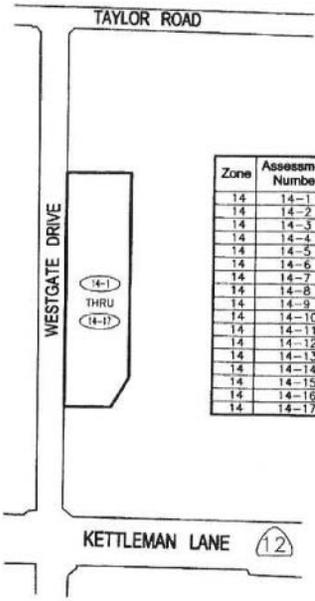
Local Government Solutions

Doc #: 2008-997666
Fri Jun 13 09:37:49 PDT 2008 9:37 AM
Page: 1 of 2 Fee: \$14.00
Gery W. Fremont
San Joaquin County Recorder
Paid By: SHOWN ON DOCUMENT



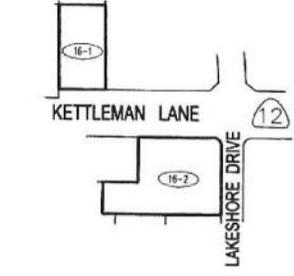
ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 14, 15 & 16

CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



Zone	Assessment Number	APN
14	14-1	027-420-09
14	14-2	027-420-09
14	14-3	027-420-09
14	14-4	027-420-09
14	14-5	027-420-09
14	14-6	027-420-09
14	14-7	027-420-09
14	14-8	027-420-09
14	14-9	027-420-09
14	14-10	027-420-09
14	14-11	027-420-09
14	14-12	027-420-09
14	14-13	027-420-09
14	14-14	027-420-09
14	14-15	027-420-09
14	14-16	027-420-09
14	14-17	027-420-09

ZONE 14
LUCA PLACE

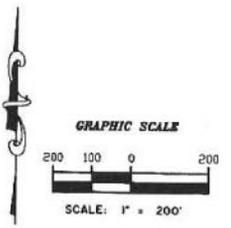


ASSESSMENT ID

Zone	Assessment Number	APN
16	16-1	031-330-10
16	16-2	058-160-85

ZONE 16
WEST KETTLEMAN LANE COMMERCIAL

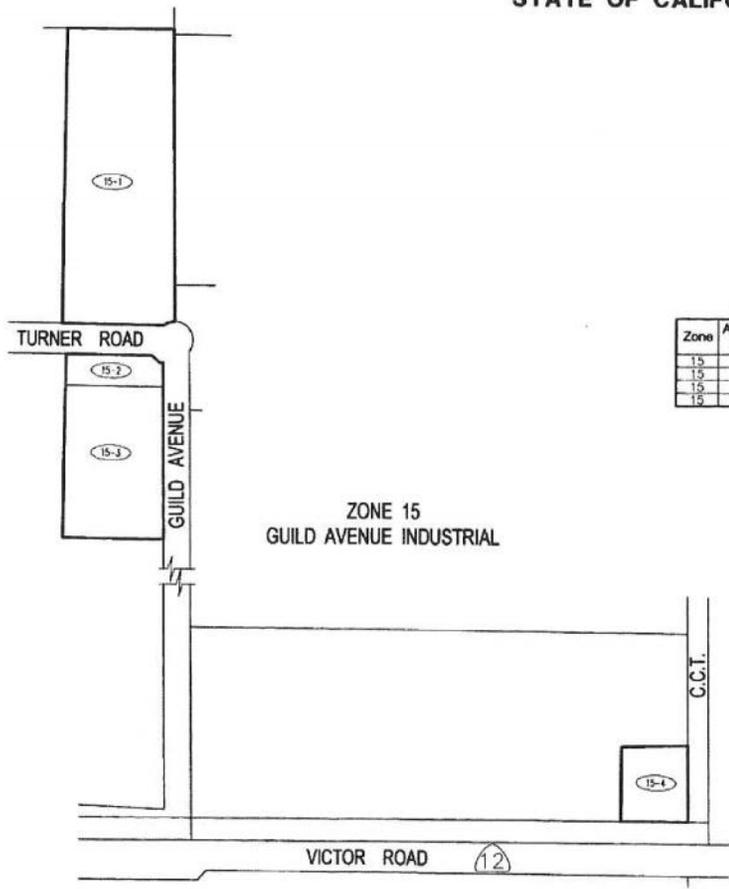
NBS
 32605 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Local Government Solutions



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - ASSESSMENT NUMBER

5-193B

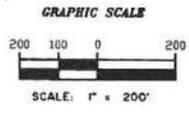
ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 14, 15 & 16
 CITY OF LODI
 COUNTY OF SAN JOAQUIN
 STATE OF CALIFORNIA



ASSESSMENT ID

Zone	Assessment Number	APN
15	15-1	049-330-04
15	15-2	049-330-10
15	15-3	049-330-11
15	15-4	049-340-38

ZONE 15
 GUILD AVENUE INDUSTRIAL



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - (15-1) ASSESSMENT NUMBER

N | B | S

32805 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Local Government Solutions

5-192A

9. FISCAL YEAR 2014/15 ASSESSMENT ROLL

The assessment roll for each zone is shown on the following pages. The description of each lot or parcel as part of the records of the County Assessor of the County of San Joaquin are, by reference, made part of this Report.

CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
Assessment Roll
Fiscal Year 2014/15

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
1	062-620-25	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-26	Single Family Residential	0.119	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-27	Single Family Residential	0.134	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-28	Single Family Residential	0.135	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-29	Single Family Residential	0.119	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-30	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-31	Single Family Residential	0.192	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-32	Single Family Residential	0.213	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-33	Single Family Residential	0.119	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-34	Single Family Residential	0.135	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-01	Single Family Residential	0.186	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-02	Single Family Residential	0.196	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-03	Single Family Residential	0.188	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-04	Single Family Residential	0.201	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-05	Single Family Residential	0.187	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-06	Single Family Residential	0.168	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-07	Single Family Residential	0.192	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-08	Single Family Residential	0.168	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-09	Single Family Residential	0.155	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-10	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-11	Single Family Residential	0.191	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-12	Single Family Residential	0.162	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-13	Single Family Residential	0.155	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-14	Single Family Residential	0.164	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-15	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-16	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-17	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-18	Single Family Residential	0.163	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-19	Single Family Residential	0.156	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-20	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-21	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-22	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-23	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-24	Single Family Residential	0.183	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-25	Single Family Residential	0.171	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-26	Single Family Residential	0.166	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-27	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-28	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-29	Single Family Residential	0.159	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-30	Single Family Residential	0.155	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-31	Single Family Residential	0.241	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-32	Single Family Residential	0.250	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-33	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-34	Single Family Residential	0.154	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-35	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-36	Single Family Residential	0.258	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-37	Single Family Residential	0.232	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-38	Single Family Residential	0.137	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-39	Single Family Residential	0.139	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-40	Single Family Residential	0.139	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-41	Single Family Residential	0.139	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-42	Single Family Residential	0.144	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-43	Single Family Residential	0.165	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-44	Single Family Residential	0.149	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-45	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-46	Single Family Residential	0.159	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-47	Single Family Residential	0.161	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-48	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-49	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-50	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-51	Single Family Residential	0.182	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-52	Single Family Residential	0.144	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-53	Single Family Residential	0.167	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-54	Single Family Residential	0.173	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08

CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
Assessment Roll
Fiscal Year 2014/15

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
6	062-650-47	Single Family Residential	0.110	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-01	Single Family Residential	0.171	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-02	Single Family Residential	0.187	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-03	Single Family Residential	0.205	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-04	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-05	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-06	Single Family Residential	0.202	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-07	Single Family Residential	0.186	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-08	Single Family Residential	0.211	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-09	Single Family Residential	0.234	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-10	Single Family Residential	0.240	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-11	Single Family Residential	0.241	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-12	Single Family Residential	0.258	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-13	Single Family Residential	0.282	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-14	Single Family Residential	0.193	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-15	Single Family Residential	0.183	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-16	Single Family Residential	0.163	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-17	Single Family Residential	0.164	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
9	045-340-01	Single Family Residential	0.142	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-02	Single Family Residential	0.130	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-03	Single Family Residential	0.129	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-04	Single Family Residential	0.127	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-05	Single Family Residential	0.126	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-06	Single Family Residential	0.125	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-07	Single Family Residential	0.123	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-08	Single Family Residential	0.122	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-09	Single Family Residential	0.120	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-10	Single Family Residential	0.104	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-11	Single Family Residential	0.093	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
11	058-570-67	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-68	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-69	Multi-Family Residential (Duplex)	0.304	3	2.00	6.000	18.36	55.08	110.16	0.00	110.16
11	058-570-70	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-71	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-72	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-73	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
13	049-340-12	Industrial	4.690	1	18.76	18.760	18.36	18.36	344.43	(0.01)	344.42
13	049-340-15	Industrial	0.610	1	2.44	2.440	18.36	18.36	44.80	0.00	44.80
13	049-340-16	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-17	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-18	Industrial	0.460	1	1.84	1.840	18.36	18.36	33.78	0.00	33.78
13	049-340-19	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-20	Industrial	1.919	1	7.68	7.676	18.36	18.36	140.93	(0.01)	140.92
13	049-340-36	Industrial	13.890	1	55.56	55.560	18.36	18.36	1,020.08	0.00	1,020.08
14	027-420-09	Single Family Residential	2.180	2	17.00	34.000	18.36	36.72	624.24	0.00	624.24
15	049-330-10	Industrial	0.555	1	2.22	2.220	18.36	18.36	40.76	0.00	40.76
15	049-330-11	Industrial	2.500	1	10.00	10.000	18.36	18.36	183.60	0.00	183.60
15	049-330-23	Industrial	5.180	1	20.72	20.720	18.36	18.36	380.42	0.00	380.42
15	049-340-38	Industrial	0.832	1	3.33	3.328	18.36	18.36	61.10	0.00	61.10
16	031-330-10	Commercial or Office	0.580	1	2.90	2.900	18.36	18.36	53.24	0.00	53.24
16	058-160-86	Commercial or Office	1.092	1	5.46	5.460	18.36	18.36	100.25	(0.01)	100.24
TOTALS:					773.732	1,860.732			\$34,163.04	(\$0.06)	\$34,162.98

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL INITIATING
PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS FOR THE LODI CONSOLIDATED
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 FOR FISCAL YEAR 2014/15

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commending with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Annual Report: The City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2014 and ending June 30, 2015.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE ANNUAL REPORT FOR THE LODI
CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1 FOR FISCAL
YEAR 2014/15

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commending with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act; and

WHEREAS, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Approval of Report: The City Council hereby approves the Annual Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS FOR THE LODI CONSOLIDATED
LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT NO. 2003-1 FOR FISCAL YEAR 2014/15

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Intention: The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the improvements for the fiscal year commencing July 1, 2014 and ending June 30, 2015. The City Council finds that the public's best interest requires such action.
2. Improvements: The improvements include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with §22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The Public Hearing will be held on **Wednesday, July 16, 2014, at 7:00 p.m.** or as soon thereafter as is feasible in the City Council Chambers located at 305 West Pine Street, Lodi, CA, 95240. The City Council further

orders the City Clerk to publish notice of this resolution in accordance with §22626 of the Act.

6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in §54954.6 of the Government Code).

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for July 16, 2014, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates and Restructured Water Rates for Residential, Commercial and Industrial Customers

MEETING DATE: June 4, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for July 16, 2014, to consider adopting resolution setting pre-approved Engineering News Record Adjustment Index for wastewater rates and restructure water rates for residential, commercial and industrial customers.

BACKGROUND INFORMATION: City Council, on May 7, 2014, approved a program of future wastewater and water rate increases, capped at 3 percent maximum. City Council also approved a restructuring of the usage-based water rates. Prior to that, the City Council, on December 18, 2013, approved a 2.5 percent increase in water rates that became effective January 1, 2014. A Proposition 218 procedure was conducted that validated these actions.

Staff has regularly updated the Wastewater Utility Financial Plan and a copy of the current Financial Plan is attached as Exhibit A. The recommended rate adjustments in the Financial Plan are 2.5 percent beginning July 1, 2014. The rates for this next year, attached as Exhibit B, reflect an increase of 2.5 percent, which is lower than the ENR-based index of 2.6.

City Council is requested to implement the first year of a three-year transition to re-structure the usage-based water rates. By design, the restructured rate schedule is revenue neutral, meaning the same revenue will be collect from the current usage-based water rates as the restructured rates. A summary of the restructured water rates changes is provided below.

1. The monthly base charge, comprised of fixed customer costs and system capacity costs, are allocated as follows. Fixed customer costs (such as meter reading, billing, and customer service) are allocated equally to each customer. Fixed capacity costs (such as debt service, capital expenditures, and system maintenance) are allocated based upon the relative capacity of the meter size. The biggest change here is in the larger meter sizes that were paying disproportionately less based upon the meter size.
2. The commodity charge (cents per cubic foot used) for single-family uses will slightly reduce over time (mostly in the second and third rate tiers) while for non-residential and multi-family uses, it will increase over time. As currently, the non-residential and multi-family will remain on a single tier rate, but the charge will reflect the weighted average rate across the three single-family tiers.

A copy of the current and proposed usage-based water rates is provided in Exhibit C. A copy of the Water Utility Financial Plan is provided in Exhibit D.

FISCAL IMPACT: Increased revenues to the wastewater utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Attachments
cc: Information Systems Manager

APPROVED: _____
Stephen Schwabauer, Interim City Manager

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

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
	2.5%	2.5%	3%	3%	3%	3%
WASTEWATER OPERATING FUND (170)						
Beginning Balance	3,240,603	3,811,123	2,239,962	4,374,962	5,277,062	4,876,262
Revenues						
Wastewater Sales	14,118,000	14,499,000	14,890,000	15,292,000	15,705,000	16,129,000
Interest Earnings	37,000	43,000	96,000	171,000	202,000	188,000
Other Revenues	234,400	241,200	248,000	255,900	263,800	271,800
Transfer In for Debt Service (172)	31,000	31,000	110,000	110,000	110,000	110,000
Transfer In for Debt Service (173)	16,000	149,000	150,000	154,000	154,000	154,000
Total Revenues	14,436,400	14,963,200	15,494,000	15,982,900	16,434,800	16,852,800
Expenditures						
Operating Transfers Out (to GF)	-	-	-	-	-	-
Transfer Out to Gen'l Fund (Cost of Services)	1,068,000	1,068,000	1,068,000	1,068,000	1,068,000	1,451,478
Transfer Out to WW Capital Outlay (171)	-	5,900,000	2,500,000	4,000,000	5,500,000	500,000
Administration & Other	1,124,330	1,160,173	1,204,000	1,248,800	1,294,600	1,342,400
Plant Maintenance	3,948,650	3,989,577	4,146,000	4,308,000	4,476,000	4,652,000
Sanitary System Maintenance	611,260	406,782	422,000	438,000	454,000	471,000
Storm Drainage Maintenance	415,710	313,813	327,000	340,000	354,000	368,000
Industrial System Maintenance	23,930	25,016	26,000	27,000	28,000	29,000
2003 Wastewater COP Debt Service	3,050,000	-	-	-	-	-
2004 Wastewater COP Debt Service	98,000	98,000	98,000	98,000	98,000	98,000
2007 Wastewater COP Debt Service	1,604,000	1,603,000	1,607,000	1,606,000	1,614,000	1,617,000
2012 Wastewater Refinancing	1,922,000	1,970,000	1,961,000	1,947,000	1,949,000	1,949,000
Total Expenditures	13,865,880	16,534,361	13,359,000	15,080,800	16,835,600	12,477,878
Ending Balance	3,811,123	2,239,962	4,374,962	5,277,062	4,876,262	9,251,184
Operating Reserve (25%)	2,986,000	2,166,000	2,225,000	2,283,000	2,347,000	2,507,000
Available Balance	825,123	73,962	2,149,962	2,994,062	2,529,262	6,744,184
Debt Service Coverage (min. = 1.20)	1.11	2.18	2.27	2.34	2.39	2.33
without COST	2.33	2.47	2.56	2.64	2.68	2.73
WASTEWATER CAPITAL OUTLAY (171)						
Beginning Balance	9,242,732	7,767,857	52,285	1,113,714	252,143	424,571
Revenues						
Transfer In (from 170)	-	5,900,000	2,500,000	4,000,000	5,500,000	500,000
Other Revenue	96,429	96,429	96,429	96,429	96,429	96,429
Total Revenues	96,429	5,996,429	2,596,429	4,096,429	5,596,429	596,429

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Expenditures						
Financial System Replacement	250,000	250,000	-	-	-	-
Elm to Pine Alley Sewer/Laurel Storm Project	33,000	-	-	-	-	-
Misc. System Relocations	35,000	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	-	-	208,000	22,000	225,000	23,000
Wastewater Main Replac./Lining Proj.	100,000	2,000,000	104,000	2,163,000	-	-
City Hall Annex	-	625,000	-	-	-	-
Storm Drain Trash Handling System	-	700,000	-	-	-	-
Sacramento Street	56,304	-	-	-	-	-
Lodi Lake Pump Station	-	-	-	100,000	1,000,000	-
Lodi Lake Outfall Line	-	-	100,000	-	-	-
Realignment of Domestic & Industrial pipe	-	1,100,000	-	-	-	-
Domestic Trunk Assessment and Rehab	-	-	-	200,000	2,000,000	-
MSC/Kofu Parking Lot	75,000	-	-	-	-	-
Vehicles /Equipment	75,000	545,000	104,000	162,000	169,000	175,000
White Slough Compliance Studies & Rpts	-	-	-	-	-	-
Plant Maint. & Land Applic. Area Improv.	-	270,000	-	-	-	-
Influent Screening Replacement	-	2,000,000	-	-	-	-
UV Disinfection Upgrade	-	300,000	-	-	-	-
Aeration Diffuser Replacement	-	-	-	500,000	-	-
Cloth Filter Media Replacement	30,000	-	31,000	-	34,000	-
Digested Sludge Line to Presses	30,000	-	-	-	-	-
Electrical Upgrades	-	600,000	-	-	-	-
Admin/Ops Building Improvements	-	750,000	-	-	-	-
Rotary Press Maintenance Crane & air compressor	30,000	-	-	-	-	-
Pond Gates	35,000	-	-	-	-	-
Shop Rollup Door	8,000	-	-	-	-	-
Emergency Generator Maintenance	20,000	-	-	-	-	-
Road to Outfall Repair	10,000	-	-	-	-	-
Secondary Scum Trough Drives	12,000	-	-	-	-	-
Misc Paving	10,000	1,000,000	-	-	-	-
SCADA Upgrades/PLC Replacement	-	130,000	-	-	-	-
Primary Chain & Flights	80,000	45,000	-	-	-	-
Effluent Irrigation Improvements	-	-	780,000	1,622,000	-	-
Dewatering screwpress	-	1,200,000	-	-	-	-
Irrigation Conveyance & Pumping Construction	-	-	-	-	1,800,000	-
Micro Turbine	-	1,200,000	-	-	-	-
Fence Repairs/Upgrades	-	-	26,000	-	-	29,000
Anaerobic Digester Painting	90,000	-	-	-	-	-
WSWPCF Building/Restroom Expansion	300,000	-	-	-	-	-
Plant Security Enhancements	130,000	-	-	-	-	-
Miscellaneous Future Projects	100,000	100,000	104,000	108,000	112,000	117,000
Total Expenditures	1,571,304	13,712,000	1,535,000	4,958,000	5,424,000	432,000
Ending Balance	7,767,857	52,285	1,113,714	252,143	424,571	589,000

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

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

IMF WASTEWATER FACILITIES (173)

Beginning Balance	15,775	148,775	149,775	153,775	153,775	153,775
Revenues						
Wastewater IMF	149,000	149,000	149,000	149,000	149,000	149,000
Interest Earnings	-	1,000	5,000	5,000	5,000	5,000
Total Revenues	149,000	150,000	154,000	154,000	154,000	154,000
Expenditures						
Transfer Out (to 170 for Debt Service)	16,000	149,000	150,000	154,000	154,000	154,000
Total Expenditures	16,000	149,000	150,000	154,000	154,000	154,000
Ending Balance	148,775	149,775	153,775	153,775	153,775	153,775
Owed to Fund 170 for Debt Service	2,199,000	3,010,000	3,823,000	4,631,000	5,444,000	6,259,000

WW Rate Stabilization Fund (174)

Beginning Balance	500,000	500,000	500,000	500,000	500,000	500,000
Transfer In from 170	-	-	-	-	-	-
Total Revenues	-	-	-	-	-	-
Expenditures						
Transfer Out to 170	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-
Ending Balance	500,000	500,000	500,000	500,000	500,000	500,000

FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
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Aggregate End-of-Year Balance	15,363,000	6,078,000	9,278,000	9,319,000	9,090,000	13,629,000
Operating Reserve (25%)	2,986,000	2,166,000	2,225,000	2,283,000	2,347,000	2,507,000
Restricted DS Reserve	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536
2007 COP Proceeds	756,003	756,003	756,003	756,003	756,003	756,003
Rate Stabilization Fund	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	8,741,461	276,461	3,417,461	3,400,461	3,107,461	7,486,461

City of Lodi -- Wastewater Utility Financial Plan Assumptions						
	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Financial Assumptions						
General Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Labor Inflation	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
Material/Energy Inflation	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Construction Inflation	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Interest Earnings	1.0%	1.0%	3.5%	3.5%	3.5%	3.5%
Cust. Growth (SSUs)	50	50	50	50	50	50
Wastewater Mitigation Impact Fee						
Residential 3/4"	\$ 1,720	\$ 1,720	\$ 1,720	\$ 1,720	\$ 1,720	\$ 1,720
Non-Residential 3/4"	4,225	4,225	4,225	4,225	4,225	4,225

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

	Current	July 2014
Residential		
Percent Increase		2.5
Flat Rates (\$/month)		
1 Bedroom	\$ 25.83	\$ 26.48
2 Bedroom	\$ 34.44	\$ 35.30
3 Bedroom	\$ 43.05	\$ 44.13
4 Bedroom	\$ 51.66	\$ 52.95
5 Bedroom	\$ 60.27	\$ 61.78
6 Bedroom	\$ 68.88	\$ 70.60
7 Bedroom	\$ 77.49	\$ 79.43
Usage-Based Rates		
Service Charge (\$/month for 3/4" water meter)	\$ 23.52	\$ 24.11
Usage Charge (\$/CCF) (1)	\$ 2.68	\$ 2.75
Non-Residential (\$/month)		
Moderate Strength (per SSU)	\$ 34.44	\$ 35.30
High Strength		
Flow (per MG, annual basis)	\$ 3,487.41	\$ 3,574.60
BOD (per 1,000 lbs, annual basis)	\$ 575.51	\$ 589.90
SS (per 1,000 lbs, annual basis)	\$ 359.85	\$ 368.85
Grease Interceptor & Septic Holding Tank		
Waste within City Limits (per 1,000 gal.)	\$ 304.72	\$ 312.34
Septic (only) Holding Tank Waste		
Outside City Limits (per 1,000 gal.)	\$ 646.89	\$ 663.06
Disposal to Storm Drain System (per MG)	\$ 320.09	\$ 328.09

Notes:

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

Exhibit C
City of Lodi
Current and Proposed Usage-Based Water Rates

	Current (Jan. 2014)	Proposed (July 2014)	Future Rate Ceiling				
			Proposed (Jan. 2015)	Proposed (Jan. 2016)	Proposed (Jan. 2017)	Proposed (Jan. 2018)	Proposed (Jan. 2019)
Rate Increase -->		(2)	3.0% (3)	3.0% (3)	3.0%	3.0%	3.0%
USAGE-BASED RATES							
Monthly Service Charge							
Single Family							
Up to 3/4" meter	\$ 24.37	\$ 23.26	\$ 22.80	\$ 21.65	\$ 22.30	\$ 22.97	\$ 23.66
1" meter	\$ 39.57	\$ 37.38	\$ 36.26	\$ 34.01	\$ 35.03	\$ 36.08	\$ 37.16
1 1/2" meter	\$ 77.31	\$ 72.45	\$ 69.63	\$ 64.62	\$ 66.56	\$ 68.56	\$ 70.62
2" meter	\$ 122.78	\$ 114.71	\$ 109.84	\$ 101.52	\$ 104.57	\$ 107.71	\$ 110.94
Multi-Family and Non-Residential (1)							
Up to 3/4" meter	\$ 24.37	\$ 23.26	\$ 22.80	\$ 21.65	\$ 22.30	\$ 22.97	\$ 23.66
1" meter	\$ 39.57	\$ 37.38	\$ 36.26	\$ 34.01	\$ 35.03	\$ 36.08	\$ 37.16
1 1/2" meter	\$ 61.75	\$ 62.08	\$ 64.28	\$ 64.62	\$ 66.56	\$ 68.56	\$ 70.62
2" meter	\$ 77.15	\$ 84.29	\$ 94.17	\$ 101.52	\$ 104.57	\$ 107.71	\$ 110.94
3" meter	\$ 108.01	\$ 132.74	\$ 162.18	\$ 187.65	\$ 193.28	\$ 199.08	\$ 205.05
4" meter	\$ 138.90	\$ 193.14	\$ 254.80	\$ 310.67	\$ 319.99	\$ 329.59	\$ 339.48
6" meter	\$ 200.57	\$ 333.69	\$ 480.82	\$ 617.94	\$ 636.48	\$ 655.57	\$ 675.24
8" meter	\$ 262.31	\$ 494.23	\$ 747.94	\$ 986.82	\$ 1,016.42	\$ 1,046.91	\$ 1,078.32
10" meter	\$ 324.00	\$ 674.61	\$ 1,056.08	\$ 1,417.30	\$ 1,459.82	\$ 1,503.61	\$ 1,548.72
Usage Rates (\$/CCF)							
Single Family							
Tier 1 (0-10 CCF)	\$ 0.94	\$ 0.94	\$ 0.97	\$ 0.96	\$ 0.99	\$ 1.02	\$ 1.05
Tier 2 (11-50 CCF)	\$ 1.41	\$ 1.35	\$ 1.33	\$ 1.27	\$ 1.31	\$ 1.35	\$ 1.39
Tier 3 (>50 CCF)	\$ 1.87	\$ 1.76	\$ 1.70	\$ 1.59	\$ 1.64	\$ 1.69	\$ 1.74
Multi-Family and Non-Residential (1)							
All water usage	\$ 0.94	\$ 1.00	\$ 1.09	\$ 1.14	\$ 1.17	\$ 1.21	\$ 1.25

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (2) This rate schedule is revenue neutral relative to the proposed newly indexed July 2014 water rates, but includes the beginning of the proposed 3-year phased changes to the rate structure.
- (3) These rate schedules reflect the second and third year of the 3-year rate structure phasing, as well as the maximum potential rate adjustment due to ENR indexing.

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

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
	2.5%	2.5%	2.5%	3.0%	3.0%	3.0%
	Jan. 2014	Jan. 2015	Jan. 2016	Jan. 2017	Jan. 2018	Jan. 2019
WATER OPERATING FUND (180)						
Beginning Balance	7,038,455	6,734,640	7,795,229	6,711,668	3,287,607	2,910,996
Revenues						
Water Sales	12,716,000	13,059,000	13,412,000	13,807,000	14,286,000	14,744,000
Interest Earnings	136,000	144,000	144,000	99,000	61,000	129,000
Other Revenues	791,070	2,580,400	269,000	272,000	275,000	278,000
Transfer From/(To) RSF (18x)	(500,000)	-	-	-	-	-
Transfer from Fund 182 for Debt Service	-	109,000	109,000	109,000	109,000	109,000
Total Revenues	13,143,070	15,892,400	13,934,000	14,287,000	14,731,000	15,260,000
Expenditures						
Transfer Out to General Fund (Cost of Services)	780,000	780,000	780,000	780,000	780,000	780,000
Transfer Out to Capital Fund 181 for projects To Capital Fund 181 (Depreciation)	4,500,000	6,000,000	6,000,000	8,500,000	5,700,000	1,000,000
Personnel Services	2,093,000	2,028,000	2,098,000	2,170,000	2,244,000	2,320,000
Utilities	755,000	664,000	693,000	723,000	754,000	787,000
Supplies, Mat'ls., Services & Other Debt Service	2,963,000	3,052,000	3,140,000	3,230,000	3,324,000	3,419,000
Net 2010 Rev. Bond Payments	2,355,886	2,307,811	2,306,561	2,308,061	2,305,611	2,307,111
Total Expenditures	13,446,886	14,831,811	15,017,561	17,711,061	15,107,611	10,613,111
Ending Balance	6,734,640	7,795,229	6,711,668	3,287,607	2,910,996	7,557,885
Operating Reserve (25%)	1,648,000	1,631,000	1,678,000	1,726,000	1,776,000	1,827,000
Available Balance	5,086,640	6,164,229	5,033,668	1,561,607	1,134,996	5,730,885
Debt Service Coverage (min. 1.25)	3.25	4.08	3.14	3.20	3.31	3.45
WATER CAPITAL OUTLAY (181)						
Beginning Balance	3,809,103	3,268,379	1,493,379	185,379	308,379	291,379
Revenues						
Operating Transfers In	4,549,755	6,000,000	6,000,000	8,500,000	5,700,000	1,000,000
Interest Earnings	70,000	47,000	17,000	5,000	6,000	8,000
Retrofit Meter Install. Charge	926,000	-	-	-	-	-
Debt Proceeds	-	-	-	-	-	-
Total Revenues	5,545,755	6,047,000	6,017,000	8,505,000	5,706,000	1,008,000
Expenditures						
Water Meter/Main Install. Project	4,780,000	5,487,000	6,177,000	7,264,000	2,848,000	-
Water Taps	75,000	75,000	77,000	79,000	82,000	84,000
Miscellaneous Water Mains	50,000	-	51,000	53,000	54,000	56,000
Commercial Meter Replacements	5,000	5,000	5,000	5,000	5,000	6,000
Financial System Replacement	250,000	250,000	-	-	-	-
City Hall Annex	-	625,000	-	-	-	-
GAC & Meter Repl (DBCP)	324,000	300,000	300,000	300,000	300,000	300,000
UWMP Update	-	-	51,000	-	-	-

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Fire Station 2 Water Main	25,000	-	-	-	-	-
Meter Fixed Network	-	-	-	-	-	-
MSC/Kofu Parking Lot	75,000	-	-	-	-	-
Debenedetti Enclosure	30,000	-	-	-	-	-
Sacramento Street	127,479	-	-	-	-	-
Southwest Gateway Water Tank	-	-	-	200,000	2,000,000	-
Surface Water Treatment Plant PS Generator	-	-	300,000	-	-	-
Well 1	-	-	166,000	-	-	-
Well 2 -Replace Motor	-	-	103,000	-	-	-
Well 6R -Pump Rehab/Repl	116,000	-	-	-	-	-
Well 5 -Pump Rehab & Electrical Upgrade	-	145,000	-	-	-	-
Well 8 -Pump Rehab, Electrical Upgrade & Chlorination	-	245,000	-	-	-	-
Well 10 - Pump Rehab	-	120,000	-	-	-	-
Well 11	-	-	-	175,000	-	-
Well 12 -Pump Rehab/Repl	-	-	-	264,000	-	-
Well 13 -Pump Rehab & Electrical Upgrade	-	135,000	-	-	-	-
Well 14 -Pump Rehab/Repl	-	-	-	-	181,000	-
Well 15 -Pump Rehab/Repl	-	-	-	-	190,000	-
Well 16 -Pump Rehab/Electrical Upgrade	-	-	-	-	-	224,000
Well 17 -Pump Rehab/Electrical Upgrade	-	-	-	-	-	207,000
Well 18 -Pump Rehab/Electrical Upgrade	-	40,000	-	-	-	-
Well 19 -Pump Replacement	4,000	-	-	-	-	-
Well 20 -Pump Rehab/Electrical Upgrade	-	145,000	-	-	-	-
Well 24 - Pump Rehab & Electrical Upgrade	135,000	-	-	-	-	-
Well Site Improvements	-	100,000	-	-	-	-
Vehicles/Equipment	90,000	150,000	95,000	42,000	63,000	45,000
Total Expenditures	6,086,479	7,822,000	7,325,000	8,382,000	5,723,000	922,000
Ending Balance	3,268,379	1,493,379	185,379	308,379	291,379	377,379
IMF WATER FACILITIES (182)						
Beginning Balance	(6,846)	52,399	53,399	54,399	55,399	56,399
Revenues						
Water Impact Mitigation Fees	109,000	109,000	109,000	109,000	109,000	109,000
Interest Earnings	-	1,000	1,000	1,000	1,000	1,000
Total Revenues	109,000	110,000	110,000	110,000	110,000	110,000
Expenditures						
Transfer to Fund 181 for Well 27	49,755	-	-	-	-	-
Transfer to Operations Fund 180 for Debt Service	-	109,000	109,000	109,000	109,000	109,000
Total Expenditures	49,755	109,000	109,000	109,000	109,000	109,000
Ending Balance	52,399	53,399	54,399	55,399	56,399	57,399
Owed Fund 180 for Debt Service	5,345,000	6,775,000	8,204,000	9,634,000	11,062,000	12,491,000

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
WATER RATE STABILIZATION (18x)						
Beginning Balance	-	500,000	500,000	500,000	500,000	500,000
Revenues						
Transfer In from 180	500,000	-	-	-	-	-
Total Revenues	500,000	-	-	-	-	-
Expenditures						
Transfer Out to 180	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-
Ending Balance	500,000	500,000	500,000	500,000	500,000	500,000

Aggregate End-of-Year Balance *	12,411,000	11,698,000	9,307,000	6,007,000	5,615,000	10,349,000
Operating Reserve (25%)	1,648,000	1,631,000	1,678,000	1,726,000	1,776,000	1,827,000
Restricted DS Reserve	2,356,000	2,356,000	2,356,000	2,356,000	2,356,000	2,356,000
2010 COP Proceeds	-	-	-	-	-	-
Rate Stabilization Fund	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	7,907,000	7,211,000	4,773,000	1,425,000	983,000	5,666,000

**City of Lodi -- Water Utility
Financial Plan Assumptions**

Financial Assumptions											
General Inflation		3.0%		3.0%		3.0%		3.0%		3.0%	
Labor Inflation		3.4%		3.4%		3.4%		3.4%		3.4%	
Material/Energy Inflation		4.5%		4.5%		4.5%		4.5%		4.5%	
Construction Inflation		2.5%		2.5%		3.0%		3.0%		3.0%	
Interest Earnings		2.0%		2.0%		2.0%		2.0%		2.5%	
Customer Account Assumptions											
No. of DUs/Accounts		23,506		23,556		23,606		23,656		23,706	
No. of 3/4" Eq. Mtrs.		25,554		25,604		25,654		25,704		25,804	
No. of New Connections		50		50		50		50		50	
Customer Growth Rate		0.20%		0.20%		0.19%		0.19%		0.19%	
Water Mitigation Impact Fee											
	Residential	\$	1,263	\$	1,263	\$	1,263	\$	1,263	\$	1,263
	Non-Residential		3,103		3,103		3,103		3,103		3,103

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015 and Approving the Fiscal Year 2014/15 Appropriation Spending Limit

MEETING DATE: June 4, 2014

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, 2014 and ending June 30, 2015 and approving the Fiscal Year 2014/15 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 2014/15 budget. Staff presented information to Council regarding this budget at Shirtsleeve meetings on May 6, 13 and 20 and on June 3, 2014. Staff published a draft budget document on May 15, 2014.

The General Fund Budget for FY 2014/15 is balanced without the use of reserves. Council approved a General Fund Reserve Policy in June 2010 that sets aside 8 percent of General Fund revenues for a Catastrophic Reserve and 8 percent of General Fund revenues for an Economic Reserve. Total General Fund reserves are projected to be \$7.52 million. This level of reserve will fully fund both the Catastrophic Reserve and the Economic Reserve at about \$3.487 million each and leave about \$545,000 in uncommitted reserves. Of this amount, approximately \$300,000 is designated for capital expenditures under the Digital Infrastructure and Video Competition Act (DIVCA), leaving about \$245,000 in uncommitted, undesignated reserves.

The General Fund budget is \$43,591,060, an increase of \$1,392,240 over the 2013/14 initially adopted budget. The All-Funds budget is \$179,553,990, an increase of \$1.8 million, or about 1 percent over the previous year. The increase is related to increased salary and benefit costs, service and supply costs, and capital project costs offset by reductions in debt service costs resulting from the early payoff of water utility debt.

Most bargaining unit agreements expire during the budget year. The budget has been built on the basis of the existing labor agreements. Any changes to agreements will generate mid-year adjustments to the budget.

The budget proposes 382 full-time positions; an increase of four over the prior year. The additions are a Heavy Equipment Mechanic, a Watershed Program Coordinator, a Parks Supervisor and an Electrical Engineer. Additionally, a Management Analyst position that was shared between the Police and Fire

APPROVED: _____
Stephen Schwabauer, Interim City Manager

departments is now dedicated to the Police Department. The Fire department will staff this function with part-time staff.

Significant capital projects included in the budget are:

- White Slough Water Pollution Control Facility Improvements (\$6.8 million)
 - Road paving, building improvements, influent screening and UV system upgrades, micro-turbine design and installation
- Street Resurfacing and Enhancement (\$0.9 million)
 - Turner Road overlay design
- Water System Improvements (\$2.5 million)
 - Continuing design and construction of the meter installation program, water well rehabilitation, and three PCE/TCE projects
- Electrical System Maintenance (\$2.4 million)
 - Overhead and underground maintenance and streetlight grounding and fusing
- Financial Systems Replacement (\$0.75 million)
 - Replace existing financial and utility billing systems
- Boat Launch Upgrades (\$0.7 million)
 - Boat launch facilities at Lodi Lake

Two significant capital projects are not included in this budget; the construction of Fire Station 2 and the remodel of the City Hall Annex. Both of these projects are out to bid. Staff will bring both projects forward as budget adjustments at the time of award of construction contracts.

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 2014/15 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2014/15 Appropriation Limit is \$86,477,897, an increase of \$368,961 from the prior year. Details of the calculations are attached as Attachment 1 and Exhibits A through G.

FISCAL IMPACT: The 2014/15 budget provides an expenditure plan for all funds. The All-Funds budget is \$179,553,990, an increase of \$1.8 million, or about 1 percent over the previous year. As noted earlier, this increase is related to cost increases in a number of categories offset by a reduction in debt service costs. The General Fund Budget is \$43,591,060, an increase of \$1,392,240 over the prior year's budget.

Jordan Ayers, Deputy City Manager

Attachments

APPROPRIATIONS SPENDING LIMIT

2014-15 APPROPRIATIONS SPENDING LIMIT

				AMOUNT
Last Year's Limit				86,108,936
Adjustment Factors				
1	Population %	1.0066		
2	Inflation %	0.9977		
Total Adjustment %				1.00428
Annual Adjustment				368,961
Adjustments				None
Total Adjustments				368,961
2014-15 APPROPRIATIONS SPENDING LIMIT				86,477,897

2014-15 APPROPRIATIONS SUBJECT TO LIMITATION

		AMOUNT
PROCEEDS OF TAXES		34,129,895
EXCLUSIONS		-
APPROPRIATIONS SUBJECT TO LIMITATION		34,129,895
CURRENT YEAR LIMIT		86,477,897
OVER(UNDER) LIMIT		(52,348,001)

City of Lodi
 Appropriations Spending Limit
 Fiscal Year 2014-15

		Amount	Source
A.	Last Year's Limit	86,108,936	
B.	Adjustments Factors		
	1 Population %	1.0066	(Exhibit B)
	2 Inflation %	0.9977	(State Finance)
	Total Adjustment %	1.00428	(B1*B2)
C.	Annual Adjustment	368,961	(B*A)
D.	Other Adjustments	None	
E.	Total Adjustments	368,961	(C+D)
F.	This Year's Limit	86,477,897	(A+E)

City of Lodi
 Appropriations Spending Limit
 Growth Factors/Calculations

EXHIBIT B

GROWTH FACTORS:			
Fiscal Year	Per Capita Income	%Increase City Population	%Increase 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

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	1.0466x1.0496=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

14-15 Appropriations Subject to Limit:

\$34,129,895	=	39.47%
\$86,477,897		

APPROPRIATIONS SUBJECT TO LIMITATION

City of Lodi
Fiscal Year 2014-15

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	34,129,895	(Exhibit F)
B. EXCLUSIONS	0	(Exhibit D)
C. APPROPRIATIONS SUBJECT TO LIMITATION	34,129,895	(A-B)
D. CURRENT YEAR LIMIT	86,477,897	(Exhibit A)
E. OVER(UNDER) LIMIT	(52,348,001)	(C-D)

$$\frac{34,129,895}{86,477,897} = 39.47\%$$

EXCLUDED APPROPRIATIONS

City of Lodi
Fiscal Year 2014-15

CATEGORY		Amount
COURT ORDERS		
	Subtotal	None
FEDERAL MANDATES		
	Subtotal	None
QUALIFIED CAPITAL OUTLAYS		
	Subtotal	None
QUALIFIED DEBT SERVICE		
	Subtotal	None
TOTAL EXCLUDABLE		None

(Copy to Exhibit C & G)

City of Lodi
 Schedule to Match User Fees to Costs
 Fiscal Year 2014-15

EXHIBIT E

	User Fee Collections	Cost Associated With User Fees	Amount in Excess of User fees
Public Safety Fees	368,650	27,372,990	0
Parks and Rec/Cultural Fees	1,860,360	5,800,190	0
Community Development Fees	359,000	1,238,440	0
PW Engineering Fees	516,610	999,940	0
Library Fees	40,000	1,389,950	0
Total	<u>3,144,620</u>	<u>36,801,510</u>	<u>0</u>

Calculation - Proceeds of Taxes

City of Lodi
Fiscal Year 2014-15

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
TAXES:			
Property Taxes	8,502,480		8,502,480
Sales & Use Tax	10,190,000	330,000	10,520,000
Business License Tax	1,510,000		1,510,000
Franchise Tax	1,776,720		1,776,720
Transient Occupancy Tax	550,000		550,000
Real Property -Documentary Tax	130,000		130,000
In-Lieu Franchise Tax	7,033,360		7,033,360
FROM STATE			
Motor Vehicle In Lieu	4,410,350		4,410,350
State H-way Maintenance		11,400	11,400
Gas Tax		1,594,640	1,594,640
Cigarette tax			0
Transportation Development Act		1,300,000	1,300,000
TDA -Pedestrian/Bike Path		39,400	39,400
SB 300 Transportation Partnership		0	0
Measure K Funds		875,000	875,000
State Reimbursements-POST		40,000	40,000
Public Library grants		10,000	10,000
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		1,356,460	1,356,460
Traffic Congestion Relief		0	0
State STIP reimbursement		0	0
LOCALLY RAISED			
Fines, Forfeitures, Penalties		1,437,400	1,437,400
Licenses and permits		708,840	708,840
Rent of City Property		1,962,500	1,962,500
Development Fees		425,280	425,280
USER FEES			
(from Exhibit E)	0	3,144,620	3,144,620
OTHER MISCELLANEOUS			
Sale of Property		3,000	3,000
Restitution-Damage to Property		500	500
Other revenue		815,910	815,910
Interfund Transfers			
		4,000,000	4,000,000
SUB-TOTAL			
(for Exhibit G)	34,102,910	18,406,360	52,509,270
INTEREST EARNINGS			
(from Exhibit G)	26,985	14,565	41,550
TOTAL REVENUE			
(use for Exhibit C)	34,129,895	18,420,925	52,550,820
RESERVE WITHDRAWALS			
(Including appropriated Fund Balance)			0
TOTAL OF THESE FUNDS			
			52,550,820
OTHER FUNDS NOT INCLUDED			
			116,483,640
GRAND TOTAL BUDGET			
			169,034,460

Interest Earnings
Produced by Taxes

City of Lodi
Fiscal Year 2014-15

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	34,102,910	^(Exhibit F)
B. MINUS EXCLUSIONS	0	(Exhibit D)
C. NET INVESTED TAXES	34,102,910	(A-B)
D. TOTAL NON-INTEREST BUDGET	52,509,270	^(Exhibit F)
E. TAX PROCEEDS AS PERCENT OF BUDGET	64.95%	(C/D)
F. INTEREST EARNINGS	41,550	
G. AMOUNT OF INTEREST EARNED FROM TAXES	26,985	(E*F)
H. AMOUNT OF INTEREST EARNED ON NON-TAXES	14,565	(F-G)
I. Take the result of steps #G & H Copy on to Exhibit F		

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING THE CITY OF LODI FINANCIAL PLAN AND
BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1,
2014 AND ENDING JUNE 30, 2015, AND APPROVING
THE 2014/15 APPROPRIATIONS SPENDING LIMIT

=====

WHEREAS, the City Manager submitted the 2014/15 balanced Financial Plan and Budget to the City Council on May 15, 2014; and

WHEREAS, the 2014/15 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions, and policies; and

WHEREAS, the City Council conducted public budget meetings on May 6, May 20, June 3, and June 4, 2014, at the Carnegie Forum and on May 13, 2014 at the Lodi Library; and

WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2014/15; 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 2014/15 Financial Plan and Budget, as proposed by the City Manager, be approved as follows:

	Budget
General Fund	
Police	\$17,405,020
Fire	\$9,967,970
Public Works	\$1,940,520
City Clerk	\$626,320
City Manager	\$414,420
City Attorney	\$490,810
Internal Services	\$3,367,710
Economic Development	\$488,280
Non-Departmental	\$8,890,010
Total General Fund	\$43,591,060
Other Funds	
Electric Utility	\$70,762,800
Water Utility	\$12,185,130
Wastewater Utility	\$19,723,250
Transit	\$4,162,210
Streets	\$3,951,680

Community Development	\$1,238,440
Parks, Rec & Cultural Services	\$5,800,190
Library	\$1,389,950
Transportation Development Act	\$39,400
Community Dev Block Grant	\$852,300
Public Safety Special Revenue	\$458,620
Capital Outlay	\$1,607,700
Equip & Vehicle Replacement	\$358,000
Debt Service	\$847,850
Benefits	\$8,364,940
Self Insurance	\$2,263,610
Trust and Agency	\$136,740
Fleet Services	\$1,820,120
Total Other Funds	\$135,962,930
Total	\$179,553,990

2. That the funds for the 2014/15 Financial Plan and Budget are appropriated as summarized in the document on file in the City Clerk's Office; and
3. That the Appropriations Spending Limit be increased by \$368,961 from the 2013/14 level of \$86,108,936 to the 2014/15 level of \$86,477,897.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following votes:

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

RANDI JOHL-OLSON
City Clerk

2014-____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Appointing Stephen Schwabauer as City Manager and Approving the Related Employment Agreement

MEETING DATE: June 4, 2014

PREPARED BY: Mayor

RECOMMENDED ACTION: Adopt Resolution Appointing Stephen Schwabauer as City Manager and Approving the Related Employment Agreement.

BACKGROUND INFORMATION: A draft employment agreement with Stephen Schwabauer for Council consideration is attached.

FUNDING: No cost in excess of current budget.

FISCAL IMPACT: Funding as provided in current budget.

Phil Katzakian
Mayor

Attachments: Resolution and Employment Agreement.

APPROVED: _____
Phil Katzakian, Mayor



Sacramento

2150 River Plaza Drive #275
Sacramento, CA 95833
Toll Free: 800-858-0442
Phone: 916-923-1860
Fax: 916-923-1877
www.afscme57.org

City of Lodi
City Council
P.O. Box 3006
Lodi, CA 95241

May 19, 2014

sent via email

Re: Approval of Appointment of Lodi City Manager, Stephen Schwabauer

Dear City Council Members,

I am writing on behalf of the Lodi City employee members of the American Federation of State, County, and Municipal Employees, AFSCME. The AFSCME members support the appointment of Stephen Schwabauer to the City Manager position.

Over the years, the AFSCME members have enjoyed a productive working relationship with Mr. Schwabauer in his position as the Lodi City Attorney. Though he has always been steadfast and unwavering in his assignment to protect the interest of the City of Lodi, his open minded approach to problem solving has allowed us to work cooperatively and collaboratively with the City when addressing issues of concern. We don't always see eye-to-eye on every issue. However his open, honest style of communication, tempered with his respect for the consideration of the Union's position has allowed us to reach mutual agreements that meet the needs of both the City and the Union members in many instances.

The American Federation of State, County and Municipal Employees are confident Mr. Schwabauer will be a great asset to the City of Lodi as the City Manager. We ask that you support the resolution to appoint Stephen Schwabauer permanently to the position of Lodi City Manager.

Sincerely,

Nancy Vinson, Business Agent
AFSCME District Council 57
AFL-CIO

Cc: AFSCME Lodi Chapter Executive Board
Stephen Schwabauer, Interim City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPOINTING STEPHEN SCHWABAUER TO THE
POSITION OF CITY MANAGER AND APPROVING
EMPLOYMENT AGREEMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appoint Stephen Schwabauer to the position of City Manager for the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the City Manager Employment Agreement attached hereto marked as Exhibit A.

Dated: June 4, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following votes:

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

RANDI JOHL-OLSON
City Clerk

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of June 4, 2014, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Stephen Schwabauer, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for him to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

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

1. GENERAL:

City agrees to employ Employee as the City Manager of City starting June 4, 2014, and Employee agrees to perform the functions and duties the City Council shall from time to time assign to him.

2. DUTIES & AUTHORITY:

Employee has the duty to:

- (a) Perform the functions and duties of a City Manager as specified in the California Government Code, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes;
- (b) Perform all legally permissible and proper duties and functions as the City Council shall assign. Such duties may be modified from time to time upon such terms as are mutually agreeable to City and Employee;
- (c) Employee shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies;
- (d) Attend City Council meetings as needed by the City Council; and
- (e) Review all documents prior to agendizing for any special and/or regular meetings of the City Council. Employee may make recommendations to the Mayor concerning the endorsement of or opposition to any proposed agenda items. If, in the opinion of Employee and the Mayor, an item is inappropriate for consideration or is inadequately prepared, it shall not be agendized but returned

immediately to the person who submitted it with the reason for rejection. This paragraph shall not limit the right of any City Council member to agendaize any item, provided City Council rules and procedures are complied with.

3. EXCLUSIVE EMPLOYMENT:

- (a) Employee has the duty and herein commits to devote his full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Manager.
- (b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement except as approved in writing by the City Council. The foregoing shall not be construed to prevent Employee from performing volunteer community service, provided Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform his duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

- (a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.
- (b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of his position. Employee does not have set hours of work as he is expected to be available at all times. It is recognized that Employee must devote a great deal of his time outside “normal office hours” to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to his work schedule.

5. CITY COMMITMENTS:

- (a) City shall provide Employee with an office, support staff, office equipment, supplies and all other facilities and services adequate for the performance of his duties.
- (b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge

appropriate and lawful business expenses up to the amount provided for in the City budget.

- (c) City shall pay such professional dues, subscriptions and memberships in such organizations necessary for Employee to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and benefit to the City. Such memberships shall include, but not be limited to, ICMA, and the California City Management Foundation.
- (d) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including but not limited to Annual Conferences of the League of California Cities and other national, regional, state, and local conferences, and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.

6. MUTUAL COMMITMENTS:

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to their needs and to grow in the performance of his job, he needs to know how the City Council Members think he is performing. To assure Employee gets this feedback, the City Council commits to:

- (a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist them in conducting this evaluation.
- (b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.
- (c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) Base Salary – Employee shall be paid an annual salary of \$179,025.00 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads.
- (b) City agrees that Employee shall at all times be the highest paid City employee. Pay for purposes of this paragraph shall be measured as the sum of salary, health benefits and retirement benefits (deferred compensation and PERS) but shall not include any other benefits or overtime compensation. Salaries approved by the City Manager through authority derived from the City Council will not trigger this salary differential provision (i.e., only salaries originated, directly reviewed and approved by the City Council will trigger this provision).
- (c) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.
- (d) Future annual adjustments to Employee's salary shall be set by City Council action. City may not reduce salary or benefits provided by this Agreement unless:
 - (i) it does so on a Citywide (all employees) basis, and then in no greater percentage than the average reduction of all City employees, or
 - (ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall also be reimbursed by City for reasonable out of pocket expenses incurred in the course and scope of his employment in accordance with City reimbursement policies.

10. BASIC BENEFITS:

- (a) Holidays - Employee shall receive 36 floating hours of paid leave and nine and one half (9 ½) paid fixed holidays per year credited in the same manner as all other City employees.
- (b) Vacation Leave – Employee's vacation shall be calculated as if he were in his fifteenth year of continuous city service (i.e. Employee will receive 160.16 hours)

of paid vacation leave per year) increasing from there as provided in the Executive Management Statement of Benefits, as it may be amended from time to time by the City Council. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his rate of pay as of his date of termination.

- (c) Sick Leave - Employee shall be granted 12 days of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.
- (d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated administrative leave to his credit at his rate of pay as of his date of termination.
- (e) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

11. INSURANCE:

- (a) Medical Insurance: Employee shall receive family dental insurance, long term disability, chiropractic insurance and any other similar benefit which may be made available to Employee by the City as outlined in the City of Lodi Executive Management Statement of Benefits, as it may be amended from time to time by the City Council. The Statement of Benefits or Council Resolution describes these benefits and any applicable deductibles.

Employee shall also receive medical insurance for employee and dependents through Cal-PERS-Medical Plans. City shall pay 100% of the premium for employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in the City of Lodi's geographic area (excluding PORAC) as of January 1, 2014.

If employee selects a higher cost medical plan, employee will pay the difference as a payroll deduction. If employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to

the City.

Employee will pay 100% of the change in medical costs beginning January 1, 2015. The baseline will be the January 1, 2014 lowest costs PERS HMO for the employee's family category (Family, \$1,709.06; Employee+1, \$1,314.66; Single, \$657.33).

- (b) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to a percentage equal to the highest amount provided to any bargaining group.
- (c) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits, as it may be amended from time to time by the City Council.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall contribute Employee's contribution of seven (7) percent of salary to the membership contract with PERS for each pay period.

13. SEPARATION:

- (a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of his position with the City, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. In the event Employee voluntarily resigns his position with City, he shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and all earned, accrued, and unused leave (vacation, sick, administrative, and holiday) in the manner as all other City employees.
- (b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Manager, an important element of the employment Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

14. TERMINATION AND SEVERANCE:

In the event Employee is terminated by the City Council, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary and to continue

to pay Employee's health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this Paragraph 14. In the event employee is convicted of a crime involving abuse of his office or position, as described in Paragraph 19, Employee shall reimburse City for any severance pay paid to Employee under this Paragraph 14.

15. EMPLOYMENT TERM:

- (a) Employee is an "at will" employee and shall serve at the pleasure of the City Council.
- (b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.
- (c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position as City Manager, subject only to the provisions set forth in Paragraph 13 of this Agreement.

16. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by the party to be charged.

17. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

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18. INDEMNIFICATION:

In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of his duties on the City's behalf for the period of his employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Manager. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of his duties, the City may provide defense counsel for Employee in such suit and indemnify him from any judgment rendered against him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

19. ABUSE OF OFFICE:

Any severance payments or cash settlement paid in relation to the termination of this Agreement, pursuant to Paragraph 14, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "abuse of office or position' means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

20. ATTORNEY'S FEES:

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or

proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith. In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this Agreement or be a separate obligation as appropriate.

21. SEVERABILITY:

If any provision, or any portion of any provision of this contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

22. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

23. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Lodi, California.

24. NOTICES:

All written notices required pursuant to this agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Stephen Schwabauer, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 W. Pine Street, Lodi, CA 95240.

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25. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By: _____
Phil Katakian
Mayor

Stephen Schwabauer
City Manager

Attest:

Approved as to Form:

Randi Johl-Olson
City Clerk

Janice D. Magdich
Interim City Attorney 



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Appointing Janice D. Magdich as City Attorney and Approving the Related Employment Agreement

MEETING DATE: June 4, 2014

PREPARED BY: Mayor

RECOMMENDED ACTION: Adopt Resolution Appointing Janice D. Magdich as City Attorney and Approving the Related Employment Agreement.

BACKGROUND INFORMATION: A draft employment agreement with Janice D. Magdich for Council consideration is attached.

FUNDING: No cost in excess of current budget.

FISCAL IMPACT: Funding as provided in current budget.

Phil Katzakian
Mayor

Attachments: Resolution and Employment Agreement.

APPROVED: _____
Phil Katzakian, Mayor



Sacramento

2150 River Plaza Drive #275
Sacramento, CA 95833
Toll Free: 800-858-0442
Phone: 916-923-1860
Fax: 916-923-1877
www.afscme57.org

City of Lodi
City Council
P.O. Box 3006
Lodi, CA 95241

May 19, 2014

sent via email

Re: Approval of Appointment of Lodi City Attorney, Janice Magdich

Dear City Council Members,

I am writing on behalf of the Lodi City employee members of the American Federation of State, County, and Municipal Employees, AFSCME. The AFSCME members support the appointment of Janice Magdich to the Lodi City Attorney position

Through the years, AFSCME has worked with Ms. Magdich in her role as the Deputy City Attorney for the City of Lodi. She demonstrates an extensive knowledge of the laws pertaining to City governance overall. In addition she also remains current on the trends affecting Cities in the State of California, the various issues being addressed by the League of Cities, and the effect of various Federal decisions that may impact the City of Lodi. She is proactive in her formulation of opinions and positions on behalf of the City of Lodi, always keeping in mind both the protection of the City and the betterment of the Community. She has been a great asset to the city in her role as the Deputy City Attorney and will surely be a great asset in her new role as the City Attorney for the City of Lodi.

The American Federation of State, County and Municipal employees asks that you support the resolution to appoint Ms. Magdich as the new City Attorney for the City of Lodi.

Sincerely,

Nancy Vinson, Business Agent
AFSCME, District Council 57
AFL-CIO

Cc: AFSCME Lodi Chapter Executive Board
Janice Magdich, Interim City Attorney

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPOINTING JANICE D. MAGDICH TO THE POSITION OF
CITY ATTORNEY AND APPROVING EMPLOYMENT
AGREEMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appoint Janice D. Magdich to the position of City Attorney for the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the City Attorney Employment Agreement attached hereto marked as Exhibit A.

Dated: June 4, 2014

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I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following votes:

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

RANDI JOHL-OLSON
City Clerk

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of June 4, 2014 by and between the City of Lodi, a municipal corporation, hereinafter called "City," and Janice D. Magdich, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

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

1. GENERAL:

City agrees to employ Employee as the City Attorney of City starting June 4, 2014, and Employee accepts such employment and agrees to perform the functions and duties of City Attorney for the City as she may be assigned.

2. DUTIES & AUTHORITY:

Employee has the duty to:

- (a) Perform the functions and duties of City Attorney as specified in applicable statutes including, but not limited to, the California Government Code, Rules of Professional Conduct for Attorneys, and City Ordinances, Resolutions, Rules, and Regulations, as well as all other applicable federal, state, and local laws;
- (b) Provide legal advice, counsel, and representation of the City as requested by appropriate City officials and/or the City Council;
- (c) Perform all legally permissible and proper duties as may be assigned and as may be modified from time to time; and
- (d) Employee, in coordination with the City Manager, shall recommend policies, rules, and regulations to implement City Council policies and shall enforce policies established by the City Council. To accomplish this, Employee shall
 - (1) Attend City Council meetings as needed or required by the City Council.
 - (2) Review all documents agendized for any regular and/or special meetings of the City Council. Employee shall provide legal advice and counsel, and make recommendations in connections with such advice and counsel, to the City Manager and City Council concerning items on the City Council's agenda.

3. EXCLUSIVE EMPLOYMENT:

- (a) Employee has the duty and herein commits to devote her full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Attorney as specified in Lodi Municipal Code section 2.14.010, as well as other duties assigned by the City Council which reasonably relate to the position of City Attorney.
- (b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement, except City acknowledges that Employee may engage in other professional activities (including teaching and writing), so long as these activities do not interfere or conflict with Employee's duties as City Attorney. The foregoing shall not be construed to prevent Employee from performing volunteer community service, participating in community service organizations, Employee's membership on non-profit boards, or managing personal and real property investments, provided Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to perform fully her duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

- (a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.
- (b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of her position. Employee does not have set hours of work as she is expected to be available at all times. It is recognized that Employee must devote a great deal of her time outside “normal office hours” to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

5. CITY COMMITMENTS:

- (a) City shall provide Employee with an office, support staff, office equipment, supplies, and all other facilities and services adequate for the performance of her duties.
- (b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.
- (c) City shall pay for Employee's California State Bar dues, including membership in the Public Law Section, San Joaquin County Bar Association dues, legal subscriptions, and Minimum Continuing Legal Education (MCLE) expenses.

- (d) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including, but not limited to, annual conferences of the League of California Cities, including the annual conference of the League's City Attorney's Division, and other national, regional, state, and local conferences, and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.

6. MUTUAL COMMITMENTS:

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to its needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

- (a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist them in conducting this evaluation.
- (b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.
- (c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of this Agreement:

- (a) Base Salary – Employee shall be paid an annual salary of \$140,000 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads. In recognition of the ongoing contributions of Employee, and in the interest of retaining Employee's future services, Employee's salary, as set forth herein, shall be effective as of February 5, 2014.
- (b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.
- (c) Future annual adjustments to Employee's salary shall be set by City Council action. City may not reduce salary or benefits provided by this Agreement unless:

- (i) it does so on a Citywide (all employees) basis, and then in no greater percentage than the average reduction of all City employees, or
- (ii) it does so after providing Employee with a written performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall also be reimbursed by City for reasonable out-of-pocket expenses incurred in the course and scope of her employment in accordance with City reimbursement policies.

10. BASIC BENEFITS:

- (a) Holidays – Employee shall receive 36 floating hours of paid leave and nine and one half (9½) paid fixed holidays per year credited in the same manner as all other City employees.
- (b) Vacation Leave – In recognition of the ongoing contributions of Employee, and in the interest of retaining Employee's future services, Employee's vacation leave shall be calculated as if she were in her fifteenth year of continuous service to the City (i.e. Employee will receive 160.16 hours of paid vacation leave per year), increasing from there as provided in the Executive Management Statement of Benefits, as it may be amended from time to time by the City Council. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.
- (c) Sick Leave – Employee shall be granted twelve (12) days of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.
- (d) Administrative Leave – Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.
- (e) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies, and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be

amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

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- (a) Medical Insurance: Employee shall receive family dental insurance, long-term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the City of Lodi Executive Management Statement of Benefits, as it may be amended from time to time by the City Council. The Statement of Benefits or Council Resolution describes these benefits and any applicable deductibles.

Employee shall also receive medical insurance for employee and dependents through Cal-PERS-Medical Plans. City shall pay 100% of the premium for Employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in the City of Lodi's geographic area (excluding PORAC) as of January 1, 2014.

If Employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction. If Employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

Employee will pay 100% of the change in medical costs beginning January 1, 2015. The baseline will be the January 1, 2014 lowest costs PERS HMO for the Employee's family category (Family, \$1,709.06; Employee+1, \$1,314.66; Single, \$657.33).

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City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall contribute Employee's contribution of seven percent (7%) to the membership contract with PERS for each pay period.

13. SEPARATION:

- (a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of her position with the City, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. In the event Employee voluntarily resigns her position with City, she shall give City at least forty-five (45) days' advance written notice and shall be entitled to all earned salary and all earned, accrued, and unused leave

(vacation, sick, administrative, and holiday) in the same manner as all other City employees.

- (b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Attorney, an important element of the employment Agreement pertains to termination. It is in both the City’s interest and that of Employee that separation of Employee be done in a businesslike manner.

14. TERMINATION AND SEVERANCE:

In the event Employee is terminated by the City Council, City agrees to pay to Employee a lump sum cash payment equal to six (6) months’ salary and to continue to pay Employee’s health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee’s date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. Notwithstanding the above, if Employee is terminated due to retirement, or for cause, which shall include, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this section. In the event Employee is convicted of a crime involving abuse of her office or position, Employee shall reimburse City for any severance pay paid to Employee under this paragraph, as further provided in paragraph 19. In the event Employee is terminated for reasons other than for cause, City shall reasonably endeavor, but shall not be required, to provide Employee a minimum of fourteen (14) days’ written notice in advance of termination.

15. EMPLOYMENT TERM:

- (a) Employee is an “at will” Employee and shall serve at the pleasure of the City Council.
- (b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.
- (c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of Employee to resign at any time from her position as City Attorney, subject only to the provisions set forth in Paragraph 13 of this Agreement.

16. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by the party to be charged.

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17. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to her City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

18. INDEMNIFICATION:

In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825, et seq.) and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of her duties on the City's behalf for the period of her employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Attorney. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of her duties, the City may provide defense counsel for Employee in such suit and indemnify her from any judgment rendered against her; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Attorney, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

19. ABUSE OF OFFICE

Any severance payments or cash settlement paid in relation to the termination of this Agreement, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "abuse of office or position" means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against

public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.”

20. ATTORNEY’S FEES:

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of this Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney’s fees and costs, incurred in connection therewith. In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney’s fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this Agreement or be a separate obligation as appropriate.

21. SEVERABILITY:

If any provision, or any portion of any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

22. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

23. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that the venue for resolving any dispute regarding this Agreement shall be in San Joaquin County, California.

24. NOTICES:

All written notices required pursuant to this Agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Janice D. Magdich, City Attorney, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240.

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25. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By: _____
Phil Katzakian
Mayor

Janice D. Magdich
City Attorney

Approved as to Form:

KRONICK, MOSKOVITZ, TIEDEMANN
& GIRARD
A Professional Corporation

Attest:

Randi Johl-Olson
City Clerk

By: 
Jonathan P. Hobbs
Attorney to the City of Lodi



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Addendum to Employment Agreement with City Clerk, by Adding Standalone Legislative Job Duties, Reclassifying the Position as City Clerk/Legislative Affairs Officer and Adjusting Salary

MEETING DATE: June 4, 2014

PREPARED BY: Mayor

RECOMMENDED ACTION: Adopt Resolution approving addendum to employment agreement with City Clerk, by adding standalone legislative job duties, reclassifying the position as City Clerk/Legislative Affairs Officer and adjusting salary.

BACKGROUND INFORMATION: At its Closed Session on April 2, 2014 Council reviewed the City Clerk and City Attorney positions after dismissing Council Appointees. Following the conclusion of the meeting, the Council gave the Interim City Manager direction to agendize an item to permit the Council to reclassify the City Clerk position to City Clerk/Legislative Affairs Officer and adjust the salary for the reclassified position retroactive to February 5, 2014. The standalone legislative job duties are set forth in the attached job description. The City Attorney's office drafted the attached addendum to the City Clerk's employment agreement reclassifying the position and reflecting a salary increase to \$116,384.00.

FUNDING: 2013-14 \$7,440 to General Fund; 2014-15 \$18,596 to General Fund

FISCAL IMPACT: 2013-14, savings from vacant part time position; 2014-15 to be determined during budget review.

Phil Katzakian
Mayor

APPROVED: _____
Phil Katzakian, Mayor

Randi Johl

From: JoAnne Mounce - External
Sent: Thursday, May 08, 2014 10:58 AM
To: Randi Johl
Subject: Re: City Clerk Salary Increase

Randi,
Please see below.
Thanks,
JoAnne

From: Brad Doell <bdoell@lodi.gov>
To: Alan Nakanishi <anakanishi@lodi.gov>; Bob Johnson <bjohnson@lodi.gov>; JoAnne Mounce <jmounce@lodi.gov>; Larry Hansen <lhansen@lodi.gov>; Phil Katzakian <pkatzakian@lodi.gov>
Cc: Brad Doell <bdoell@lodi.gov>; Justin Porter <jporter@lodi.gov>; Oscar Picazo <opicazo@lodi.gov>; Tim Ortegel <tortegel@lodi.gov>; William Broderick <bbroderick@lodi.gov>
Sent: Tuesday, May 6, 2014 12:02 PM
Subject: City Clerk Salary Increase

All,

I am writing you in hope that each of you will reconsider the proposed salary increase for the City Clerk. During our recent bargaining, city staff was adamant that Council wanted the employees to "climb out of the hole (concessions) together and fairly". Giving an employee a 14.8% raise is inconsistent with that message. The change in job description hardly justifies the sizable increase given the fact so many employees have taken on additional responsibilities with little to no increase in salary.

May I remind each of you that Engine Co.#1 is still experiencing "Brown Outs" due to a lack of funding. The proposed increase is enough money to staff that Engine Company for approximately twenty days. It is our opinion the money is best spent elsewhere; as many departments are in need of funding for equipment and programs.

Thank you for your consideration.

Respectfully,

Brad Doell,
President Lodi Professional Firefighters L1225

Randi Johl

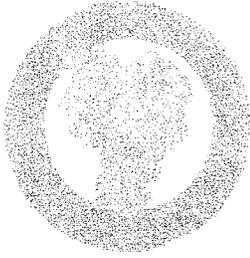
From: JoAnne Mounce - External
Sent: Thursday, May 08, 2014 10:59 AM
To: Randi Johl
Subject: Fw: May 7, 2014 City Council Meeting
Attachments: LCMMA CC 5-7-14 Ltr.pdf

----- Forwarded Message -----

From: Gary Wiman <gwiman@lodi.gov>
To: Phil Katzakian <pkatzakian@lodi.gov>; Alan Nakanishi <anakanishi@lodi.gov>; JoAnne Mounce <jmounce@lodi.gov>; Bob Johnson <bjohnson@lodi.gov>; Larry Hansen <lhansen@lodi.gov>
Cc: Adele Post <apost@lodi.gov>; Steve Schwabauer <sschwabauer@lodi.gov>; Julia Tyack <jtyack@lodi.gov>
Sent: Tuesday, May 6, 2014 2:51 PM
Subject: May 7, 2014 City Council Meeting

Please see the attached letter from the Lodi City Mid Managers Association.

Thank you,
Gary Wiman
President, LCMMA



LODI CITY MID – MANAGERS ASSOCIATION

L.C.M.M.A.
1331 S. Ham Lane
Lodi, CA 95242-3995

PRESIDENT
Gary Wiman

VICE PRESIDENT
Vacant

SECRETARY
Julia Tyack

TREASURER
Kathryn Garcia

SERGEANT AT ARMS
Grant Plath

Negotiation Team
Members
Tyson Mordhorst
Kevin Bell
Vacant

City Council Members:

In reviewing the City Council Agenda for the May 7, 2014 meeting we have noted that the City Clerk position is being reclassified. The Lodi City Mid Managers Association (LCMMA) is always happy to see City employees fairly compensated for the work they perform for the residents of City of Lodi. In light of this action, we would hope that the same prompt process and fair application is afforded our members as well as other City employees determined to be working out of class or substantially under compensated.

In the past five (5) years City Management has drastically reduced the work force and eliminated positions. Work previously performed by eliminated positions was distributed to many in the LCMMA unit. We have been actively seeking reclassification of some of our members with Human Resources and are preparing to bring more.

City employee's brought the "Team Spirit" to assist the City of Lodi through what was one of the worst budgetary crises in history. We hope that now that we are through the worst of it the City will take the appropriate action and review all classifications as requested. New duties and responsibilities assigned should be acknowledged and compensation adjusted accordingly.

Thank you,

Gary Wiman
LCMMA President



Sacramento

2150 River Plaza Drive #275
Sacramento, CA 95833
Toll Free: 800-858-0442
Phone: 916-923-1860
Fax: 916-923-1877
www.afscme57.org

City of Lodi
City Council
P.O. Box 3006
Lodi, CA 95241

May 19, 2014

Re: Reclassification of City Clerk

sent via email and US Mail

Dear Lodi City Council Members,

I am writing on behalf of the Lodi City employee members of the American Federation of State, County and Municipal Employees. We request that you reconsider the Addendum to the Employment Agreement for the City Clerk position, which adds standalone legislative job duties, reclassifies the position to City Clerk/ Legislative Affairs Officer, and adjusts the salary.

Though AFSCME supports the upward movement of our fellow City employees, in this instance we question the way in which this reclassification is being handled, and the value the city has placed on the additional legislative duties. We do not disagree that the city should be apprised of current legislation affecting the governance of the city, and should be able to engage proactively in the legislative process when warranted. We do not disagree that having a person assigned to track legislative and policy changes would benefit the City of Lodi. And we do not disagree that these duties could be reasonably added to an existing City of Lodi job classification.

The Union disagrees with the monetary value the city has assigned to these new duties by way of a 14.8% salary increase, to a salary of \$116,384.00 annually. In reviewing the salary norm's for this type of work in the Sacramento region, we find that the annual salaries range from \$41,000 to \$88,000 annually. Salaries over \$100,000 annually are assigned to classifications at a Director level or those associated with the Executive Branch of government and seem to be based in Washington, DC or similar areas. These high ranking positions generally carry with them "top secret" clearances and a much larger responsibility and level of influence. They tend

American Federation of State, County and Municipal Employees, AFL-CIO



to be related to positions that drive National policy changes and things of that nature. You can access this job information yourselves with a simple internet search of both Legislative position salaries in the Sacramento region, or a broader search of Legislative Positions in the salary range of \$100,000 to \$120,000.

In addition to the objection that a higher salary is warranted or rightfully assigned to the body of work delineated in the proposed classification change, the Union objects to the unnecessary use of city funds for this purpose. We do not see the 14.8% salary improvement for a body of work that typically does not drive a wage over \$90,000 annually as being a prudent use of city funds.

Like other employee organizations representing city workers, AFSCME members contributed monetarily during the City of Lodi's time of fiscal crisis. Employee concessions for the AFSCME group have logged in at 16% of wages. If the City's economic status has changed so as to allow an overinflated and unnecessary salary increase for one employee, the Union will certainly expect in-kind treatment for the positions we have identified to be the subject of reclassification reviews.

The members of AFSCME do not oppose the addition of new duties to the City Clerk position to include those of a legislative nature. The Union completely opposes any salary increase for the assignment of these duties based on the aforementioned salary comparisons and the City of Lodi's fiscal status as described to the AFSCME bargaining units.

Sincerely,



Nancy Vinson, Business Agent
AFSCME, District Council 57
AFL-CIO

Cc: Sherry Moroz, President
Donnie Sanford, Executive Vice-President
Linda Tremble, Vice-President
Kari Chadwick, Secretary
Sandra Smith, Treasurer
Steven Schwabauer, Interim City Manager
Janice Magdich, Interim City Attorney

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING RECLASSIFICATION AND SALARY
ADJUSTMENT FOR CITY CLERK

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the reclassification of the City Clerk to the position of City Clerk/Legislative Affairs Officer, the attached Addendum to the City Clerk Employment Agreement, and a salary adjustment to \$116,384, which represents an increase of approximately 14.8%; and

BE IT FURTHER RESOLVED that the reclassification and salary adjustment be retroactive to February 5, 2014.

Dated: June 4, 2014

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I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2014, by the following vote:

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

JENNIFER M. ROBISON
Deputy City Clerk

**ADDENDUM TO THE CITY CLERK
EMPLOYMENT AGREEMENT**

June 4, 2014

The City of Lodi employs Randi Johl-Olson as its City Clerk under an employment agreement dated March 21, 2012 ("Employment Agreement"). This Addendum is entered into for the purpose of reclassifying the City Clerk to the position of City Clerk/Legislative Affairs Officer, by adding a standalone description of the duties for the legislative affairs officer (attached hereto as Exhibit A and made a part hereto), and adjusting the salary for the new position.

For the above reasons the parties agree that the Employment Agreement shall be amended as follows:

- 1) Retroactive to February 5, 2014, the City Clerk is appointed to the position of City Clerk/Legislative Affairs Officer.
- 2) Retroactive to February 5, 2014, the salary for the position of City Clerk/Legislative Affairs Officer is \$116,384 per annum, payable in installments at the same time as other employees of the City are paid and subject to customary withholdings.
- 3) Payment of the retroactive salary increase shall be made in the second pay period following the approval of this Addendum by the Lodi City Council.
- 4) With the exception of the reclassification, standalone description of duties (Exhibit A), and salary adjustment referenced hereinabove, all other terms and conditions of the Employment Agreement dated March 21, 2012, a true and correct copy of which is attached hereto as Exhibit B and made a part hereof, remain unchanged.

This Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI, a municipal corporation

EMPLOYEE

PHIL KATZAKIAN, Mayor

RANDI JOHL-OLSON

ATTEST:

JENNIFER M. ROBISON
Assistant City Clerk

APPROVED AS TO FORM:

JANICE D. MAGDICH
Interim City Attorney



**LEGISLATIVE AFFAIRS OFFICER
Stand-Alone Description for Duties Assigned to the City Clerk**

Under direction of the City Council, develops and implements a program to monitor and evaluate proposed local, State and Federal legislative, regulatory and policy issues affecting City operations or the business, residential or cultural climate of the City. Participates in the development and implementation of City legislative goals, policies and priorities.

Tracks new legislative trends and innovations in the field of public administration, changes in Federal, State and local laws, rules and regulations; analyzes the impact on the strategic plan for municipal governance.

Maintains effective and continuous communications with Congressional, State legislative and municipal association offices, professional and community groups and committees; represents and advocates on behalf of the City to a variety of committees, commissions, meetings, hearings, and other functions.

Participates in meetings with executives, industry groups, government officials and nonprofit organizations regarding proposed or newly implemented legislative, regulatory and policy changes. Ensures the public is kept informed of current City programs, services, policies, projects and events through the development and production of public information programs.

Provides staff support and advises commissions, committees, task forces and other groups regarding proposed or newly implemented legislative, regulatory or policy changes. Reviews, analyzes and prepares a variety of detailed reports, conducts independent studies, special projects and presentations.

Performs related duties as assigned.

EMPLOYMENT AGREEMENT

City Clerk

THIS AGREEMENT entered into on March 21, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and RANDI JOHL, an individual (hereinafter referred to as "Employee"). This Agreement terminates and supersedes the November 22, 2010 Employment Agreement and all Addendums to the City Clerk Employment Agreement.

WHEREAS, City desires to continue to employ the services of Employee as City Clerk; and

WHEREAS, Employee desires to continue to serve as City Clerk for the City; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as City Clerk; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as City Clerk is her sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Employment: City agrees to employ Employee as City Clerk, in accordance with the following provisions:

(a) Employee shall perform the functions and duties of a City Clerk as specified in the California Government Code, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes. Employee shall be responsible for managing and directing the operations of the City Clerk's Office in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.

(d) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(e) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her

employment as City Clerk, and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Council.

(f) Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of her position. Employee does not have set hours of work as she is expected to be available at all times. It is recognized that Employee must devote a great deal of her time outside "normal office hours" to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

(g) City shall provide Employee with an office, support staff, office equipment, supplies and all other facilities and services adequate for the performance of her duties.

(h) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.

2. Maintenance of Professional Expertise: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to city management administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

3. Term:

(a) Employee is an "at will" employee and shall serve at the pleasure of the City Council.

(b) Except as provided in Section 5, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as City Clerk, subject only to the provisions set forth in Section 4 and Section 10.

4. Separation:

(a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of her position with the City, Employee shall not be entitled to severance pay otherwise provided in Section 5 of this Agreement. In the event Employee voluntarily resigns her position with City, she shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and in-lieu vacation leave.

(b) Termination and Removal - The City Council may remove Employee at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120-days following any change in membership of the City Council, except upon four-fifths (4/5) vote of the City

Council. Given the at-will nature of the position of City Clerk, an important element of this Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

5. **Severance Pay:** In the event Employee is terminated by the City Council and Employee remains willing and able to perform the functions and duties of City Clerk, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary and to continue to pay Employee's health insurance benefits upon the same terms set forth in paragraph 9(a) of this Agreement for six (6) months from Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or a breach of this agreement, City shall have no obligation to pay any severance or insurance provided in this section. . In the event employee is convicted of a crime involving abuse of his/her office or position, Employee shall reimburse City for any severance pay paid to Employee under this paragraph.

6. **Employment as City Clerk is Sole Employment with City:** Employee further represents and acknowledges that her employment as City Clerk is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service.

7. **Salary:** City agrees to pay Employee \$101,384.00 in salary per annum for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

8. **Basic Benefits:**

(a) **Holidays -** Employee shall receive thirteen and one half (13 ½) paid holidays per year credited in the same manner as all other City employees.

(b) **Vacation Leave -** Employee shall be granted paid vacation leave at 4.62 hours per pay period (equivalent to five full years of service) with future leave to be accrued according to the Executive Management Statement of Benefits (i.e. the employees sixth year of service equal to the twelfth year, and the ninth year of service equal to the fifteenth year and so on. . Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.

(c) **Sick Leave -** Employee shall be granted 12-days of sick leave per year which will accrue at a rate of 3.70 hours per pay period.

(d) **Administrative Leave -** Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.

(e) **Other terms and conditions –** Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended

also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement. Currently those benefits include a PERS two percent (2%) at fifty-five retirement plan.

9. Insurance:

(a) Medical Insurance: Employee shall receive family dental insurance, long-term disability, chiropractic insurance and any other similar benefit which may be made available to Employee by the City as outlined in the City of Lodi Executive Management Statement of Benefits, as amended from time to time by Council Resolution. The Statement of Benefits or Council Resolution describes these benefits and any applicable deductibles.

Employee shall also receive medical insurance for employee and dependents through CalPERS-Medical Plans. City shall pay 100% of the premium for employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in the City of Lodi's geographic area (excluding PORAC) as of January 1, 2012.

The City will waive the current employee medical premium contribution (currently \$80 and \$104 for employee+1 and family coverage, respectively).

If employee selects a higher cost medical plan, employee will pay the difference as a payroll deduction. If employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

Employee will pay 100% of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest costs PERS HMO for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44).

(b) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to 3% percent of the employee's base salary starting June 25, 2012.

(c) Life Insurance: Employee shall receive Life Insurance equivalent to City Department Heads.

10. Relocation Expenses: City agrees to pay Employee up to \$6,000 for the cost of moving Employee's household goods to Lodi. Employee will obtain three bids for the moving expenses and submit the lowest bid to the City for reimbursement. In the event Employee voluntarily terminates her employment with the City within twenty-four (24) months of this Agreement, she shall reimburse the City for any expenses actually paid by the City under this paragraph.

11. Retirement: City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall pay Employee's contribution of seven (7) percent to the membership contract with PERS for each pay period.

12. Performance Evaluation: Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to their needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

(a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. At the request of the City Council or Employee the City may use an outside facilitator to assist them in conducting this evaluation.

(b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.

(c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

13. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Council.

14. Authority to Work in the United States: Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

15. Cell Phone/Vehicle: Employee will be provided with a cell phone for employment related use at the City's expense on terms consistent with other Executive Managers. Employee will also be provided with access to the Administration Pool Car for work related use on an as available basis.

16. Notice: All notices required herein shall be sent first class mail to the parties as follows:

To City: City of Lodi
P. O. Box 3006
Lodi, CA 95241-1910

To Employee: Randi Johl
10238 Jennifer Lane
Stockton, California 95209

Notice shall be deemed effectively served upon deposit in the United States mail.

17. Entire Agreement: This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended

by written instrument signed by Employee and specifically approved by the City Council in open session.

18. Severability: If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

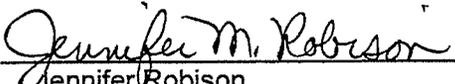
CITY OF LODI, a municipal corporation

EMPLOYEE

By: 
JoAnne Mounce
Mayor

By: 
Randi Johl

ATTEST:

By: 
Jennifer Robison
Assistant City Clerk

APPROVED AS TO FORM:


Janice D. Magdich
Deputy City Attorney