



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: June 5, 2013

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

For information regarding this Agenda please contact:

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

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Prospective Option to Lease City Property (20± Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12745 North Thornton Road, Lodi, CA); the Negotiating Parties are PG&E and the City of Lodi; Price and Terms of the Lease are Under Negotiation; Government Code §54956.8
- b) Prospective Lease of City Property Located at 125 South Hutchins Street, Lodi, CA, for Senior Center; the Negotiating Parties are LOEL Foundation and the City of Lodi; Price and Terms of the Lease are under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Presentation of Certificate of Recognition to University of California San Joaquin Master Gardeners for Maintaining the Downtown Flower Pots (CLK)

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

C-1 Receive Register of Claims in the Amount of \$6,513,625.60 (FIN)

C-2 Approve Minutes (CLK)

- a) May 14, 21, and 28, 2013 (Shirtsleeve Sessions)
- b) May 15, 2013 (Regular Meeting)
- c) May 21, 2013 (Special Meeting)

Res. C-3 Adopt Resolution Rejecting All Bids and Authorizing Re-Advertisement for Bids for the Purchase of Wood Utility Poles (EUD)

Res. C-4 Adopt Resolution Approving Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, Oregon (\$201,469.68) (EUD)

- Res. C-5 Adopt Resolution Rejecting Non-Responsive Bid, Awarding Contract for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to Dominguez Landscape Services, Inc., of Sacramento (\$190,639.40 Annually), and Authorizing Public Works Director to Execute Extensions (Pending Budget Approval) (PW)
- Res. C-6 Adopt Resolution Awarding Contract for Alley Improvement Project – Phase 4 to A. M. Stephens Construction Company, Inc., of Lodi (\$151,356.75) (Pending Budget Approval) (PW)
- Res. C-7 Adopt Resolution Awarding Two-Year Contract for Janitorial Services for City Facilities to ABM Services, Inc., of Modesto (\$255,903.16), and Authorizing the City Manager to Execute Contract Changes and Extensions (Pending Budget Approval) (PW)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation and Air Conditioning Maintenance Services on City Facilities (\$75,000) and Authorizing Public Works Director to Execute Extension (PW)
- C-9 Authorize City Attorney to Issue “Comfort Letter” to and Authorize City Manager to Execute License Agreement with RH Mullen Company, L.P., for Installation of Monitoring Wells at 1431 South Stockton Street (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to File Claim for 2012/13 Transportation Development Act Funds in the Amount of \$1,683,712 from Local Transportation Fund and \$224,737 from State Transit Assistance Fund (PW)
- C-11 Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System (PRCS)
- C-12 Receive Report Regarding Final Costs for the November 6, 2012, General Municipal Election (CLK)
- C-13 Receive Report Regarding Communications Pertaining to Assembly Bills 5, 325, 537, 574, and 1229 and Senate Bills 33 and 64 (CLK)
- Res. C-14 Adopt Resolution of Intent to Vacate Right-of-Way Easement Located at 2223 West Kettleman Lane and Set Public Hearing for July 17, 2013 (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

- Res. G-1 Public Hearing to Consider Adopting Resolution Vacating Pedestrian Access Between Holly Drive and Daisy Avenue, East of Ham Lane (PW)

H. Communications

- H-1 Re-Post for Vacancies and Expiring Terms on the Greater Lodi Area Youth Commission (CLK)

I. Regular Calendar

Res. I-1 Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2013 and Ending June 30, 2014, and Approving the Fiscal Year 2013/14 Appropriation Spending Limit (CM)

Ord. I-2 Introduce Ordinance Amending Lodi Municipal Code Title 13 – Public Services – Chapter (Introduce) 13.16, “Solid Waste,” by Repealing and Reenacting Section 13.16.050 (A) Relating to Placement of Garbage Containers for Collection Purposes (CA)

J. Ordinances

Ord. J-1 Adopt Ordinance No. 1877 Entitled, “An Uncodified Ordinance of the City Council of the (Adopt) City of Lodi Revising the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Application Schedule Set Forth in Resolution No. 2006-141 Through December 31, 2019” (CLK)

K. Adjournment

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

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Certificate of Recognition to University of California San Joaquin Master Gardeners for Maintaining the Downtown Flower Pots

MEETING DATE: June 5, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Nakanishi to present Certificate of Recognition to University of California San Joaquin Master Gardeners for maintaining the downtown flower pots.

BACKGROUND INFORMATION: Members of the University of California San Joaquin Master Gardeners volunteered their knowledge, expertise, and labor to help improve the appearance and vigor of downtown Lodi through the flower planter renewal project. In recognition of its efforts, Mayor Nakanishi will present a Certificate of Recognition to representatives of the Master Gardeners.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims through May 16, 2013 in the Total Amount of \$6,513,625.60.

MEETING DATE: June 5, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,513,625.60.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,513,625.60 through 05/16/13. Also attached is Payroll in the amount of \$1,252,598.03.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page 1
Date - 05/21/13

As of Thursday	Fund	Name	Amount
05/16/13	00100	General Fund	1,772,609.10
	00120	Vehicle Replacement Fund	9,570.18
	00123	Info Systems Replacement Fund	322.18
	00160	Electric Utility Fund	2,888,303.28
	00161	Utility Outlay Reserve Fund	17,894.98
	00164	Public Benefits Fund	20,970.00
	00166	Solar Surcharge Fund	79,669.10
	00170	Waste Water Utility Fund	112,150.07
	00171	Waste Wtr Util-Capital Outlay	1,241.70
	00175	IMF Storm Facilities	60,573.41
	00180	Water Utility Fund	55,708.02
	00181	Water Utility-Capital Outlay	403,365.50
	00210	Library Fund	13,838.56
	00234	Local Law Enforce Block Grant	365.08
	00235	LPD-Public Safety Prog AB 1913	124.85
	00236	LPD-OTS Grants	588.06
	00239	CalGRIP	2,641.42
	00260	Internal Service/Equip Maint	55,487.77
	00270	Employee Benefits	510,870.52
	00300	General Liabilities	16,012.17
	00310	Worker's Comp Insurance	19,564.68
	00321	Gas Tax-2105,2106,2107	1,764.68
	00322	Gas Tax -2103	6,256.13
	00325	Measure K Funds	341.47
	00330	RTIF County/COG	417.38
	00331	Federal - Streets	30,336.06
	00332	IMF(Regional) Streets	9,685.37
	00338	IMF-Regional Transportation	1,252.12
	00340	Comm Dev Special Rev Fund	4,345.01
	00347	Parks, Rec & Cultural Services	77,697.61
	00459	H U D	13,148.92
	00550	SJC Facilities Fees-Future Dev	371.00
	01211	Capital Outlay/General Fund	102,708.95
	01212	Parks & Rec Capital	3,028.67-
	01250	Dial-a-Ride/Transportation	139,628.23
	01410	Expendable Trust	85,063.01
Sum			6,511,857.90
	00184	Water PCE-TCE-Settlements	252.00
	00185	PCE/TCE Rate Abatement Fund	1,515.70
Sum			1,767.70
Total Sum			6,513,625.60

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	05/12/13	00100	General Fund	773,284.46
		00160	Electric Utility Fund	130,851.34
		00161	Utility Outlay Reserve Fund	10,004.90
		00170	Waste Water Utility Fund	104,636.37
		00180	Water Utility Fund	13,341.80
		00210	Library Fund	22,765.46
		00235	LPD-Public Safety Prog AB 1913	1,223.24
		00239	CalGRIP	1,123.72
		00260	Internal Service/Equip Maint	15,419.84
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	27,526.93
		00340	Comm Dev Special Rev Fund	23,610.04
		00347	Parks, Rec & Cultural Services	118,312.16
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
Sum				1,252,598.03



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) May 14, 2013 (Shirtsleeve Session)
b) May 15, 2013 (Regular Meeting)
c) May 21, 2013 (Shirtsleeve Session)
d) May 21, 2013 (Special Meeting)
e) May 28, 2013 (Shirtsleeve Session)

MEETING DATE: June 5, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) May 14, 2013 (Shirtsleeve Session)
b) May 15, 2013 (Regular Meeting)
c) May 21, 2013 (Shirtsleeve Session)
d) May 21, 2013 (Special Meeting)
e) May 28, 2013 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 14, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 14, 2013, commencing at 7:00 a.m.

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

Absent: Council Member Johnson

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

B. Topic(s)

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

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the Fiscal Year 2013/14 Budget. Specific topics of discussion included the utility fund overview with revenues, expenses, capital projects, and fund balances and reserves for the electric utility, water utility and wastewater utility.

In response to Council Member Hansen, Electric Utility Director Elizabeth Kirkley stated the power supply costs have increased due to CallSO and the increase is projected for the entire year.

In response to Mayor Pro Tempore Katzakian, City Manager Bartlam stated CalPERS costs, including smoothing, are allocated to the individual departments based upon the employee.

In response to Mayor Nakanishi, Mr. Bartlam stated the cost of service citywide has decreased approximately \$1.4 million primarily due to the decrease in the number of employees over the last few years.

In response to Council Member Hansen, Ms. Kirkley stated there is a need to maintain a 90-day cash flow balance in the Public Benefit Fund and funding is still being put together for the \$2 million citywide lighting energy efficiency project.

In response to Council Member Hansen, Mr. Ayers stated he is also frustrated with the decrease in interest the City will receive from the federal government for the Build America Bonds despite a fixed rate.

In response to Mayor Nakanishi, Mr. Bartlam and Mr. Ayers confirmed that 25% is the water reserve amount based on City policy and cities vary greatly with respect to their specific reserve amounts.

In response to Council Member Mounce, Mr. Ayers stated 2017 is the first call opportunity for debt service bonds for the wastewater utility. Mr. Ayers stated he will provide the account code for tracking the Parks and Recreation loan to Council Member Mounce.

In response to Council Member Hansen, Mr. Ayers and Mr. Bartlam reviewed the debt service investment and payment procedure. Deputy Public Works Director Larry Parlin stated the five-year permit is expected to be adopted by the regional board at its September meeting.

A brief discussion ensued between Council Member Mounce, Council Member Hansen, and Mr. Ayers regarding the reserve amounts in the utilities being drawn down based on future infrastructure needs and project completion.

B-2 Third Quarter Fiscal Year 2012/13 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

Deputy Public Works Director Larry Parlin and Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the third quarterly utility update. Specific topics of discussion for electric utility included cash flow summary, operating results, cash balances, power supply costs, power sales, Energy Cost Adjustment (ECA) revenue, billing statistics, bad debt write off, Northern California Power Agency reserve, open position, and departmental activities. Specific topics of discussion for water/wastewater utility included cash flow summary, operating results, cash balances, bad debt write-off, and departmental activities.

In response to Mayor Nakanishi, Mr. Parlin stated the bad debt write off has decreased due to the shortened time period for billing and payment for service.

In response to Council Member Mounce, Mr. Parlin stated some complaints were received regarding the taste of water from the plant and the primary reasoning is that, while the actual water from the plant tastes good, the distribution system in the City in some of the older homes that are 40 years or older still have galvanized piping that has never been flushed, which helps tremendously.

In response to Mayor Pro Tempore Katzakian, Mr. Parlin stated there is a savings in power from not running the wells although the same amount of water is being pumped through the plant.

In response to Council Member Mounce, Mr. Bartlam stated the ECA will not start to go down because the 90-days cash on hand is a minimum target, the City currently has 108 days which is well below the overall reserve policy, the ECA is tied directly to power costs and not the reserve, and PG&E is being mandated by CalISO to do a project on the east side for which the City will have to complete a system upgrade for approximately \$30 million.

In response to Mayor Pro Tempore Katzakian, City Attorney Schwabauer stated having a reserve is considered the cost of doing business and is included in Proposition 218 considerations as the assessed costs must be directly related to cost of providing the service.

In response to Mayor Nakanishi, Mr. Schwabauer stated there is no set number for reserve amount although it must be reasonable based on pending projects and other related factors. Mr. Bartlam stated that, if the City did not have an ECA, rate increases would need to be considered several times a year based on cash flow.

In response to Council Member Hansen, Ms. Kirkley stated the line to the west will increase capacity, voltage, and reliability for the City and result in a \$2.5 million savings annually, which will also help offset the debt service for the City's portion of the system upgrade. Ms. Kirkley also briefly explained the history of the project to date.

In response to Council Member Mounce, Ms. Kirkley stated that the City is obligated to undergo the California Public Utility Commission audit, but it is not required to comply with the results of the audit.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated the City does not directly pay for the audit.

In response to Mayor Nakanishi, Ms. Kirkley stated developer impact fees for the utility are based on new business activities anticipated to take place in the budget year. Mr. Bartlam stated from a physical development perspective there is more construction and generally the City is doing better than it was during the current time last year.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:15 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 15, 2013**

- 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 15, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

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

Absent: Council Member Johnson

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

B. Presentations

B-1 Water Awareness Month / Delta Appreciation Week Proclamation (CLK)

Mayor Nakanishi presented proclamation to Public Works' Watershed Coordinator Kathy Grant and Stockton City Council Member Kathy Miller proclaiming the month of May 2013 as "Water Awareness Month" and the week of May 19 - 25, 2013, as "Delta Appreciation Week" in the City of Lodi.

B-2 National Public Works Week Proclamation (PW)

Mayor Nakanishi presented proclamation to Chris Boyer, Assistant Engineer, proclaiming the week of May 19 - 25, 2013, as "National Public Works Week" in Lodi.

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

Following comments by Teen Lead participants, Daniel Anaforian and Josh Baumbach, Mayor Nakanishi presented Certificates of Recognition to the following graduates of the Teen Lead Program: Adam Andrews, Alexa Abdallah, Lauren Youngsma, Anthony Sorbera, Amanda Campbell, Anahi Cervantes, Mireya Esparza, Tracy Spencer, Kayla Gee, Kayla Bender, Kayla Ochoa, Daniel Anaforian, Josh Baumbach, Andrew Moton, Blake Shimke, Claire Rehmke, Jessica Lombana, Kelly Ducato, Matthew Schindler, Mckenzie Miller, and Vanessa Contreras.

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

Fire Chief Larry Rooney presented the Firefighter of the Year 2012 plaque to Fire Engineer Mike Alegre.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

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

Claims were approved in the amount of \$2,574,363.73.

C-2 Approve Minutes (CLK)

The minutes of April 30, 2013 (Shirtsleeve Session), May 1, 2013 (Regular Meeting), May 7, 2013 (Shirtsleeve Session), and May 7, 2013 (Special Joint Meeting w/Lodi Arts Commission) were approved as written.

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

Approved the plans and specifications and authorized advertisement for bids for fiscal year 2013/14 annual tree trimming contract for power line clearing.

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

This item was pulled by a member of the public - John Slaughterback.

John Slaughterback spoke in regard to his concern about performing the work with in-house staff versus contracting out for a cost savings.

In response to Council Member Mounce and Mayor Nakanishi, City Manager Bartlam stated the work to be performed is specialized and the City does not currently have qualified full-time staff to do the suggested work. Council Member Mounce suggested a cost analysis for staffing be provided when the item comes back for Council consideration.

Council Member Mounce made a motion, second by Council Member Hansen, to approve the specifications and authorize advertisement for bids for 2013-2015 Standby Generator Maintenance and Repair Contract.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

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

Adopted Resolution No. 2013-86 authorizing the non-competitive purchase of Musco sports lighting components and installation to Musco Lighting, of Oskaloosa, Iowa, for the Kofu Park sports lighting upgrade and appropriating funds in the amount of \$33,577.04.

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

Adopted Resolution No. 2013-87 authorizing sole source procurement of electric vehicle charging stations from ClipperCreek, Inc., of Auburn, and appropriating Public Benefit Program funds in an amount not to exceed \$10,000.

C-7 Adopt Resolution Authorizing the City Manager to Extend the Term of the Contract with Matthew Foskett Consulting, LLC for Electric Utility Rates and Resources Services (EUD)

Adopted Resolution No. 2013-88 authorizing the City Manager to extend the term of the contract with Matthew Foskett Consulting, LLC for Electric Utility rates and resources services.

C-8 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with VetSource Mobility, of Clarksville, Tennessee, for Purchase and Installation of 15 Mobile Data Computers (\$83,670) (PD)

Adopted Resolution No. 2013-89 authorizing the City Manager to execute Professional Services Agreement with VetSource Mobility, of Clarksville, Tennessee, for purchase and installation of 15 mobile data computers.

C-9 Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System (PRCS)

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

C-10 Adopt Resolution Approving Partial Funding of Other Post-Employment Benefits Liability and Appropriating Funds (\$698,000) (CM)

This item was pulled by a member of the public - John Slaughterback.

John Slaughterback spoke in regard to his concerns about the rising cost of retirement benefits for public employees.

In response to Council Member Mounce, City Manager Bartlam confirmed that the conversion benefit resulting in the unfunded liability is no longer being offered by the City for retirees.

A brief discussion ensued between Council Member Mounce, Mayor Pro Tempore Katzakian, and Mr. Bartlam regarding the ability to use the funding to offset the liability, other uses for the funding and the options associated with fully funding the liability, partially funding the liability as recommended, or keeping the status quo with pay as you go.

In response to Council Member Hansen, Mr. Bartlam stated the auditors and rating agencies are cognizant of the City's liability for post-employment benefits, the auditors did make a comment regarding the same, and partially funding the liability illustrates the City's willingness to fund the liability.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated the overall figure of the unfunded liability is approximately \$3 million, rating agencies will look favorably on a partial funding of that amount, and the funding would be held separately from the General Fund reserve.

In response to Mayor Nakanishi, Mr. Bartlam stated the money will be held locally, not through a trust, and will be accessible in the need of an emergency as found by the City Council.

In response to Council Member Hansen, Mr. Bartlam stated in the ideal world the goal would be to have one year's worth of payments for the liability for security purposes.

Council Member Hansen made a motion, second by Council Member Mounce, to adopt a resolution approving partial funding of Other Post-Employment Benefits liability and appropriating funds in the amount of \$698,000.

VOTE:

The above motion failed by the following vote:

Ayes: Council Member Hansen, and Council Member Mounce

Noes: Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Johnson

C-11 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2013/14 (PW)

Adopted Resolution No. 2013-90 ratifying the San Joaquin Council of Governments' Annual Financial Plan for fiscal year 2013/14.

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.

None.

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

Mayor Pro Tempore Katzakian inquired as to the status of the Grape Bowl and Lodi Shopping Center projects. Parks, Recreation and Cultural Services Director Jeff Hood stated the Grape Bowl project is approximately one month away from completion. Mr. Bartlam stated the Lodi Shopping Center easements for utilities are almost complete, three buildings are under construction at Reynolds Ranch currently, and the Phase III application has been submitted.

Council Member Hansen commended UCCE Master Gardeners for its work and suggested public recognition at a future City Council meeting.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the pre-approved wastewater rates. Specific topics of discussion included background, rate adjustments, major planned expenditures, fund highlights, and comparative rates.

In response to Mayor Pro Tempore Katzakian, Mr. Sandelin stated he does not anticipate any major capital expenditures resulting from the permit that the City hopes to receive in June, which will be good for five years from the date of approval.

In response to Council Member Hansen, Mr. Sandelin stated the primary exposure for project expenditure in the future remains the proximity and sensitivity of the Delta.

In response to Mayor Nakanishi, Mr. Sandelin confirmed the 2.5% percentage increase for all homes regardless of the number of bedrooms.

Mayor Nakanishi opened the public hearing to receive public comment.

John Slaughterback spoke in regard to his concerns about developer impact fees and new development paying its fair share for new infrastructure.

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

In response to Council Member Mounce, Mr. Bartlam stated the developer impact fee ordinance can come back to the City Council at any time upon request.

In response to Council Member Hansen, Mr. Sandelin stated that the impact of not approving the recommended action is deferment of the infrastructure replacement program should the funds run low.

In response to Mayor Pro Tempore Katzakian, City Attorney Schwabauer stated development impact fees for existing facilities cannot be charged for system redundancy. Mr. Sandelin provided a brief overview of the amount of new development, its impacts on the system, and the \$40 million expenditure for the plant expansion.

Council Member Mounce stated she would like to postpone the item to review options to mitigate the rate increase.

Council Member Hansen made a motion, second by Mayor Pro Tempore Katzakian, to adopt Resolution No. 2013-91 setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: Council Member Johnson

G-2 Public Hearing to Consider Introducing Ordinance Revising the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Required Schedule (CM)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider introducing ordinance revising the Growth Management ordinance by expiring unused allocations and suspending the required schedule.

City Manager Rad Bartlam provided a brief overview of the proposed revisions to the Growth Management ordinance as set forth in the staff report.

Mayor Nakanishi opened the public hearing to receive public comment.

John Beckman, representing the Building Industry Association, spoke in favor of the proposed staff recommendation.

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

Council Member Hansen made a motion, second by Council Member Mounce, to introduce Ordinance No. 1877 revising the Growth Management ordinance by expiring unused allocations and suspending the required schedule.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

H. Communications

H-1 Appointment to the Lodi Arts Commission (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to make the following appointment:

Lodi Arts Commission

Tiffani Fink, term to expire July 1, 2016

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

H-2 Monthly Protocol Account Report (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to accept the cumulative Monthly Protocol Account Report through April 30, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

I. Regular Calendar - None

J. Ordinances

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

Council Member Hansen made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1876 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Adding Section 13.20.330, 'Schedule IE - Industrial Equipment Pilot Charging Service Rate,'" which was introduced at a regular meeting of the Lodi City Council held May 1, 2013.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:30 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 21, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 21, 2013, commencing at 7:05 a.m.

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

B. Topic(s)

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

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding Fiscal Year 2013/14 budget. Specific topics of discussion included an overview of the General Fund departments including Police, Fire, Public Works, Administration, Internal Services, non-departmental, and capital outlay. Budget variances for significant increases and decreases in each department were also discussed.

In response to Mayor Nakanishi, City Manager Bartlam stated employee time whether full-time or part-time is directly allocated to the department utilizing that employee for that specific time period.

In response to Council Member Hansen, Police Chief Mark Helms stated a part-time professional standards officer, based off of a Tracy concept, will assist with internal affairs investigations to ensure consistency and revisions to the outdated Policy and Procedure Manual.

In response to Council Member Hansen, Mr. Ayers confirmed that there are 71 sworn police officer positions, of which 4 are grant funded positions, and 2 additional sworn officer positions are not funded. Police Chief Mark Helms stated it is his belief that there are 72 sworn positions now in light of the mid-year budget adjustment and the grant requires that a minimum of 71 positions remain funded and there is a matching one-year requirement for funding after the expiration of the grant for the officer positions.

In response to Council Member Hansen, Mr. Ayers confirmed that there is a \$55,000 increase in the Police Department training budget for the upcoming year.

In response to Council Member Hansen, Mr. Ayers stated he believes that the dispatcher/jailer and records position unfunded last year and the animal services position unfunded two years ago.

In response to Council Member Mounce, Chief Helms stated that, while some services such as check fraud were cut back, the department has successfully maintained other services despite budget cuts. Chief Helms stated that, while technology has helped with efficiencies, there is a cost associated with product purchase and implementation.

In response to Council Member Hansen, Chief Helms confirmed that the Patrol Division remains the first priority and is fully staffed although gaps remain for injury and other absence coverage. He stated watch commanders have flexibility to set staffing minimums based on the need for

specified time periods.

In response to Mayor Nakanishi, Mr. Bartlam stated increases in staffing must be based on an ongoing revenue funding stream and not a one-time source such as the property tax refund from the County.

In response to Council Member Hansen, Fire Chief Larry Rooney stated the firefighters are expected to be out of the existing structure at Fire Station No. 2 and into the temporary units on site by June 1.

In response to Council Member Hansen and Council Member Mounce, Mr. Ayers confirmed that the senior programmer analyst position is going to ISD and cross-training is occurring.

In response to Council Member Hansen, Chief Helms stated that, while the transition away from a police officer handling IT work in the department was bumpy, it appears to be working fine with some challenges remaining on computer inventory, software licensing, and the CAD system. Mr. Ayers confirmed ISD has assigned a full-time staff member to the Police Department.

In response to Mayor Nakanishi, Mr. Bartlam stated that all City departments are using Microsoft and are covered by ISD of Internal Services.

In response to Council Member Hansen, Mr. Bartlam stated Electric Utility shows a decrease due to the position loss associated with Rob Lechner while Administration shows the corresponding increase in Economic Development. Mr. Ayers confirmed the management analyst position previously held by Jeff Hood was also eliminated.

In response to Council Member Hansen, Mr. Ayers confirmed the elimination of a purchasing technician position and the addition of a customer services representative position to assist with the telephone lines and front counter.

In response to Council Member Hansen, Mr. Ayers stated the current JDE system should be completely replaced and phased out within a two-year period.

In response to Council Member Mounce, Mr. Swimley stated the mold at Fire Station No. 4 is being addressed through treatment and removal.

In response to Council Member Hansen, Mr. Bartlam confirmed that the City Hall Annex project is moving forward with respect to demolition and remodeling of the first phase with expected completion by the end of the year.

In response to Mayor Nakanishi, Mr. Bartlam stated the budget will be presented for adoption by the City Council at the June 5, 2013, meeting and adjustments for labor negotiations if needed may be made thereafter.

In response to Myrna Wetzels, Public Works Director Wally Sandelin confirmed that the security cameras at the parking garage were installed and will begin monitoring through a contract security company in approximately one month.

Council Member Mounce asked the City Attorney to look into rescinding the silly string ordinance at the request of a student who shared his concerns about the outdated ordinance with her at a recent event.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 21, 2013**

A. Call to Order / Roll Call

The Special City Council meeting of May 21, 2013, was called to order by Mayor Nakanishi at 7:00 a.m.

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

B. Regular Calendar

B-1 Adopt Resolution Awarding Contract for Hutchins Street Square Pool Refinishing Project to Advanced Pool Coatings, of Roseville (\$45,350) (PW)

In response to Council Member Hansen, Deputy Public Works Director Charlie Swimley stated a meeting is pending with the contractor on the chlorination upgrade portion of the project, which does not affect the pool opening with the current system in mid-July if not sooner based on contractor availability and project cost.

Council Member Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2013-92 awarding contract for Hutchins Street Square Pool Refinishing Project to Advanced Pool Coatings, of Roseville, in the amount of \$45,350.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson, and Mayor Pro Tempore Katzakian

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:05 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 28, 2013**

The May 28, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Rejecting All Bids and Authorizing Re-advertisement for Bids for the Purchase of Wood Utility Poles (\$20,000)

MEETING DATE: June 5, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution rejecting all bids and authorizing re-advertisement for bids for the purchase of wood utility poles \$20,000.

BACKGROUND INFORMATION: Wood utility poles are maintained in the Electric Utility distribution system for use in repairs, routine maintenance and new construction.

On May 16, 2013, the following two bids were publicly opened:

Bridgewell Resources	\$30,132
McFarland Cascade	\$34,387

Upon closer investigation of the onsite inventory of 55' Poles and the forecasted usage, staff has realized that 35' and 45' Class 1 poles will work in most overhead repair and routine maintenance applications. The current inventory of 55' poles has been deemed sufficient at this time and staff is recommending not purchasing additional inventory of this size pole. A new bid will be issued upon Council approval for 35' and 45' Class 1 poles.

In order to maintain EUD's wood pole inventory, staff recommends advertisement for bids as follows:

Wood Poles:	10 each	35-foot Class 1
	20 each	45-foot Class 1

The specifications are on file at the Electric Utility Department, 1331 South Ham Lane. The planned bid opening date is Thursday, June 20, 2013.

FISCAL IMPACT: Procurement cost is \$20,000.

FUNDING: Included in FY2012/13 Account Number 160.1496.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY
COUNCIL REJECTING ALL BIDS AND
AUTHORIZING RE-ADVERTISEMENT FOR
BIDS FOR THE PURCHASE OF WOOD
UTILITY POLES

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, two sealed bids were received and publicly opened on May 16, 2013, at 11:00 a.m. for the purchase of wood utility poles, described in the specifications therefore approved by the City Council on May 1, 2013; and

WHEREAS, wood utility poles are maintained in the Electric Utility distribution system for use in repairs, routine maintenance and new construction; and

WHEREAS, the bids were evaluated and the summary below reflects the lowest responsible bid:

Bridgewell Resources	\$30,132
McFarland Cascade	\$34,387

WHEREAS, onsite inventory of 55' Poles and the forecasted usage, staff realized that 35' and 45' Class 1 Poles will work in most overhead repair and routine maintenance applications. Current inventory of 55' poles has been deemed sufficient at this time and staff is recommending not purchasing additional inventory of the size pole.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject all bids and authorizes re-advertisement for bids for wood utility poles for the Electric Utility Department.

Dated: June 5, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, Oregon (\$201,469.68)

MEETING DATE: June 5, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of padmount transformers from HEES Enterprises, Inc., of Astoria, Oregon in the amount of \$201,469.68.

BACKGROUND INFORMATION: On May 1, 2013 the City Council authorized the advertisement of bids to procure padmount transformers to maintain inventory for replacement of damaged/old transformers in the distribution system.

On May 16, 2013, bids were opened with five suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of estimated power loss during the projected life of the transformer) were evaluated as shown on the attached summary of Exhibit A. HEES Enterprises, Inc. of Astoria, Oregon submitted responsive bids with the lowest life-cycle cost as shown below:

7 each	37.5 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$11,203.92
10 each	50 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$18,338.40
15 each	75 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$34,117.20
6 each	100 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$15,655.68
1 each	167 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$ 3,341.52
4 each	500 kVA, 3-Phase	277/480 V	HEES Enterprises, Inc.	\$40,716.00
4 each	1500 kVA, 3-Phase	277/480 V	HEES Enterprises, Inc.	\$78,096.96

FISCAL IMPACT: Procurement cost is \$201,469.68. Life-cycle cost is \$353,132.18.

FUNDING: Included in FY2012/13 Account No. 160.1496

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician
EAK/TD/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE PURCHASE OF PADMOUNT
TRANSFORMERS FROM HEES ENTERPRISES,
INC. OF ASTORIA, OREGON

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 16, 2013, at 11:00 a.m., for the purchase of padmount transformers, described in the specifications therefore approved by the City Council on May 1, 2013; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated as shown on Exhibit A attached; and

WHEREAS, the bids meeting the City's specifications with the lowest estimated life-cycle costs are shown below:

7 each	37.5 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$11,203.92
10 each	50 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$18,338.40
15 each	75 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$34,117.20
6 each	100 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$15,655.68
1 each	167 kVA, 1-Phase	120/240 V	HEES Enterprises, Inc.	\$ 3,341.52
4 each	500 kVA, 3-Phase	277/480 V	HEES Enterprises, Inc.	\$40,716.00
4 each	1500 kVA, 3-Phase	277/480 V	HEES Enterprises, Inc.	\$78,096.96

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of padmount transformers, as shown above, in the amount of \$201,469.68.

Dated: June 5, 2013

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

RANDI JOHL
City Clerk

PAD MOUNTED TRANSFORMER OFFER EVALUATION - May 20, 2013

EXHIBIT A

Transformer Offer Evaluation													Bid Offered				May 16, 2013															
Polemount													Primary Winding:				12,000 Volt Line-to-Line															
													Tax (factor):				1.08															
													No Load Loss \$/watt:				3.75															
													Load Loss \$/watt:				1.25															
Bid Item 1: 37.5 kVA 120/240 Volt, Single Phase													Number of units:				7															
Vendor													Unit		Extended		Price		No Load		Load		Cost of		Life Cycle		Delivery		Height		Weight	
													Price \$		Price \$		w/tax \$		Loss (watts)		Loss (watts)		Losses \$		Cost \$		(weeks)		(inches)		(pounds)	
Silicon	Howard Industries	\$1,480.00	\$10,360.00	\$11,188.80	97	376	\$2,546.25	\$3,290.00	\$5,836.25	\$17,025.05	6-8 wks	32																				
Silicon	CG Power Systems USA	No Quote																														
Silicon	HEES Enterprises	\$1,482.00	\$10,374.00	\$11,203.92	88	342	\$2,310.00	\$2,992.50	\$5,302.50	\$16,506.42	8-10 wks	28																				
Silicon	HD Supply Power Solutions	\$1,504.00	\$10,528.00	\$11,370.24	80	451	\$2,100.00	\$3,946.25	\$6,046.25	\$17,416.49	8 wks	26																				
Silicon	Pacific Utilites Supply	\$1,951.00	\$13,657.00	\$14,749.56	79	387	\$2,073.75	\$3,386.25	\$5,460.00	\$20,209.56	6-8 wks	TBP																				
Amorphous	Howard Industries	\$1,730.00	\$12,110.00	\$13,078.80	35	452	\$918.75	\$3,955.00	\$4,873.75	\$17,952.55	8-10 wks	32																				
Bid Item 2: 50 kVA, 120/240 Volt, Single Phase													Number of units:				10															
Vendor													Unit		Extended		Price		No Load		Load		Cost of		Life Cycle		Delivery		Height		Weight	
													Price \$		Price \$		w/tax \$		Loss (watts)		Loss (watts)		Losses \$		Cost \$		(weeks)		(inches)		(pounds)	
Silicon	Howard Industries	1,661.00	16,610.00	17,938.80	115	448	\$4,312.50	\$5,600.00	\$9,912.50	\$27,851.30	6-8 wks	32.0																				
Silicon	CG Power Systems USA	No Quote																														
Silicon	HEES Enterprises	1,698.00	16,980.00	18,338.40	115	374	\$4,312.50	\$4,675.00	\$8,987.50	\$27,325.90	8-10 wks	28.0																				
Silicon	HD Supply Power Solutions	1,615.00	16,150.00	17,442.00	97	562	\$3,637.50	\$7,025.00	\$10,662.50	\$28,104.50	8 wks	26.0																				
Silicon	Pacific Utilites Supply	2,098.00	20,980.00	22,658.40	107	410	\$4,012.50	\$5,125.00	\$9,137.50	\$31,795.90	6-8 wks	TBP																				
Amorphous	Howard Industries	1,976.00	19,760.00	21,340.80	47	468	\$1,762.50	\$5,850.00	\$7,612.50	\$28,953.30	8-10 wks	32																				
Bid Item 3: 75 kVA, 120/240 Volt, Single Phase													Number of units:				15															
Vendor													Unit		Extended		Price		No Load		Load		Cost of		Life Cycle		Delivery		Height		Weight	
													Price \$		Price \$		w/tax \$		Loss (watts)		Loss (watts)		Losses \$		Cost \$		(weeks)		(inches)		(pounds)	
Silicon	Howard Industries	\$2,037.00	\$30,555.00	\$32,999.40	149	662	\$8,381.25	\$12,412.50	\$20,793.75	\$53,793.15	6-8 wks	32.0																				
Silicon	CG Power Systems USA	No Quote																														
Silicon	HEES Enterprises	\$2,106.00	\$31,590.00	\$34,117.20	145	584	\$8,156.25	\$10,950.00	\$19,106.25	\$53,223.45	8-10 wks	28.0																				
Silicon	HD Supply Power Solutions	\$2,035.00	\$30,525.00	\$32,967.00	130	756	\$7,312.50	\$14,175.00	\$21,487.50	\$54,454.50	8 wks	29.0																				
Silicon	Pacific Utilites Supply	\$2,377.00	\$36,655.00	\$38,507.40	123	612	\$6,918.75	\$11,475.00	\$18,393.75	\$56,901.15	6-8 wks	TBP																				
Amorphous	Howard Industries	\$2,405.00	\$36,075.00	\$38,961.00	61	691	\$3,431.25	\$12,956.25	\$16,387.50	\$55,348.50	8-10 wks	32																				
Bid Item 4: 100 kVA, 120/240 Volt, Single Phase													Number of units:				6															
Vendor													Unit		Extended		Price		No Load		Load		Cost of		Life Cycle		Delivery		Height		Weight	
													Price \$		Price \$		w/tax \$		Loss (watts)		Loss (watts)		Losses \$		Cost \$		(weeks)		(inches)		(pounds)	
Silicon	Howard Industries	\$2,486.00	\$14,916.00	\$16,109.28	195	801	\$4,387.50	\$6,007.50	\$10,395.00	\$26,504.28	6-8 wks	32.0																				
Silicon	CG Power Systems USA	No Quote																														
Silicon	HEES Enterprises	\$2,416.00	\$14,496.00	\$15,655.68	179	724	\$4,027.50	\$5,430.00	\$9,457.50	\$25,113.18	8-10 wks	28.0																				
Silicon	HD Supply Power Solutions	\$2,490.00	\$14,940.00	\$16,135.20	189	814	\$4,252.50	\$6,105.00	\$10,357.50	\$26,492.70	8 wks	29.0																				
Silicon	Pacific Utilites Supply	\$2,574.00	\$15,444.00	\$16,679.52	147	924	\$3,307.50	\$6,930.00	\$10,237.50	\$26,917.02	6-8 wks	TBP																				
Amorphous	Howard Industries	\$2,419.00	\$14,514.00	\$15,675.12	70	837	\$1,575.00	\$6,277.50	\$7,852.50	\$23,527.62	8-10 wks	28																				
Bid Item 5: 167 kVA, 120/240 Volt, Single Phase													Number of units:				1															
Vendor													Unit		Extended		Price		No Load		Load		Cost of		Life Cycle		Delivery		Height		Weight	
													Price \$		Price \$		w/tax \$		Loss (watts)		Loss (watts)		Losses \$		Cost \$		(weeks)		(inches)		(pounds)	
Silicon	Howard Industries	\$4,075.00	\$4,075.00	\$4,401.00	281	1240	\$1,053.75	\$1,550.00	\$2,603.75	\$7,004.75	6-8 wks	32.0																				
Silicon	CG Power Systems USA	No Quote																														
Silicon	HEES Enterprises	\$3,094.00	\$3,094.00	\$3,341.52	257	1312	\$963.75	\$1,640.00	\$2,603.75	\$5,945.27	8-10 wks	32.0																				
Silicon	HD Supply Power Solutions	\$3,584.00	\$3,584.00	\$3,870.72	251	1454	\$941.25	\$1,817.50	\$2,758.75	\$6,629.47	8 wks	40.0																				
Silicon	Pacific Utilites Supply	\$3,308.00	\$3,308.00	\$3,572.64	244	1354	\$915.00	\$1,692.50	\$2,607.50	\$6,180.14	6-8 wks	TBP																				
Amorphous	Howard Industries	\$4,540.00	\$4,540.00	\$4,903.20	108	1388	\$405.00	\$1,735.00	\$2,140.00	\$7,043.20	8-10 wks	32																				
Bid Item 6: 500 kVA, 277/480 Volt, Three Phase													Number of units:				4															
Vendor													Unit		Extended		Price		No Load		Load		Cost of		Life Cycle		Delivery		Height		Weight	
													Price \$		Price \$		w/tax \$		Loss (watts)		Loss (watts)		Losses \$		Cost \$		(weeks)		(inches)		(pounds)	
Silicon	Howard Industries	\$10,999.00	\$43,996.00	\$47,515.68	849	3501	\$12,735.00	\$17,505.00	\$30,240.00	\$77,755.68	6-8 wks	67.0																				
Silicon	CG Power Systems USA	\$10,048.00	\$40,192.00	\$43,407.36	805	3939	\$12,075.00	\$19,695.00	\$31,770.00	\$75,177.36	8-10 wks	62.0																				
Silicon	HEES Enterprises	\$9,425.00	\$37,700.00	\$40,716.00	793	3186	\$11,895.00	\$15,930.00	\$27,825.00	\$68,541.00	8-10 wks	49.0																				
Silicon	HD Supply Power Solutions	\$13,059.00	\$52,236.00	\$56,414.88	783	3601	\$11,745.00	\$18,005.00	\$29,750.00	\$86,164.88	16 wks	59.0																				
Silicon	Pacific Utilites Supply	\$14,047.00	\$56,188.00	\$60,683.04	691	2856	\$10,365.00	\$14,280.00	\$24,645.00	\$85,328.04	6-8 wks	TBP																				
Amorphous	Howard Industries	\$12,965.00	\$51,860.00	\$56,008.80	338	3504	\$5,070.00	\$17,520.00	\$22,590.00	\$78,598.80	8-10 wks	65																				
Bid Item 7: 1500 kVA, 277/480 Volt, Three Phase													Number of units:				4															
Vendor													Unit		Extended		Price		No Load		Load		Cost of		Life Cycle		Delivery		Height		Weight	
													Price \$		Price \$		w/tax \$		Loss (watts)		Loss (watts)		Losses \$		Cost \$		(weeks)		(inches)		(pounds)	
Silicon	Howard Industries	\$20,710.00	\$82,840.00	\$89,467.20	1935	8762	\$29,025.00	\$43,810.00	\$72,835.00	\$162,302.20	8-10 wks	71.0																				
Silicon	CG Power Systems USA	\$19,941.00	\$79,764.00	\$86,145.12	1655	10769	\$24,825.00	\$53,845.00	\$78,670.00	\$164,815.12	8-10 wks	78.0																				
Silicon	HEES Enterprises	\$18,078.00	\$72,312.00	\$78,096.96	1883	10027	\$28,245.00	\$50,135.00	\$78,380.00	\$156,476.96	8-10 wks	63.0																				
Silicon	HD Supply Power Solutions	\$33,283.00	\$133,132.00	\$143,782.56	1486	10710	\$22,290.00	\$53,550.00	\$75,840.00	\$219,622.56	16 wks	73.0																				
Silicon	Pacific Utilites Supply	\$22,708.00	\$90,832.00	\$98,098.56	1457	9026	\$21,855.00	\$45,130.00	\$66,985.00	\$165,083.56	8-10 wks	TBP																				
Amorphous	Howard Industries	\$23,858.00	\$95,432.00	\$103,066.56	736	9771	\$11,040.00	\$48,855.00	\$59,895.00	\$162,961.56	0-12 wks	75																				
Summary																																
HEES Enterprises, Inc. (ERMCO Transformers)													201,469.68				353,132.18															
													201,469.68				353,132.18															
BSU Account No.106.1496																																
Prepared by: Jules L. Marchesseault Manager, Engineering & Operations																																



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Rejecting Non-Responsive Bid, Awarding Contract for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to Dominguez Landscape Services, Inc., of Sacramento (\$190,639.40 Annually), and Authorizing Public Works Director to Execute Extensions (Pending Budget Approval)

MEETING DATE: June 5, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting non-responsive bid, awarding contract for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to Dominguez Landscape Services, Inc., of Sacramento, in the amount of \$190,639.40 annually, and authorizing Public Works Director to execute extensions (pending budget approval).

BACKGROUND INFORMATION: This project provides continued maintenance of landscaped areas in the public right-of-way, City buildings, City parking lots, Multimodal Station, White Slough Water Pollution Control Facility, Water Treatment Facility and Assessment District zones 1, 2, 5, 6, 8, 11, 13, 14, 15 and 16. There are approximately 255 sites totaling 55 acres in area. This contract combines the previous Miscellaneous Areas contract with the Lodi Consolidated Landscape Assessment District No. 2003-1 contract. The contract allows for separate accounting of the different areas in order to accurately track and allocate costs. The contract maintains the current level of maintenance and service frequencies.

The specifications for this project were approved April 17, 2013. The City received three bids for the project on May 15, 2013. One of the bids was deemed “non-responsive” for failure to acknowledge the receipt of Addendum No. 1 as required by Section 2.400 of the project specifications and Addendum No. 1.

Upon reviewing the bid results, a significant variance in unit costs was identified for the Assessment District Street Tree Pruning bid items (items 16 – 25). The recommended contract awarding excludes bid items 16 through 25. Street tree pruning will be provided through a separate contract or by City crews. The exclusion of these bid items from the contract does not alter the order that the contractor’s bids are ranked.

Bidder	Location	Selected Bid Item Totals (Less Bid Items 16-25)
TruGreen Landcare *	Rancho Cordova	\$168,692.00 *
Dominguez Landscape Services, Inc.	Sacramento	\$190,639.40
Marina Landscape Inc.	Anaheim	\$230,864.00

*Non-Responsive

The contract contains an option to extend if mutually agreeable to the City and contractor. Staff recommends authorizing the Public Works Director to execute extensions to the contract when it is in the best interest of the City to do so.

APPROVED: _____
Konradt Bartlam, Interim City Manager

Adopt Resolution Rejecting Non-Responsive Bid, Awarding Contract for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District 2003-1 to Dominguez Landscape Services, Inc., of Sacramento (\$190,639.40 Annually) and Authorizing Public Works Director to Execute Extensions (Pending Budget Approval)

June 5, 2013

Page 2

FISCAL IMPACT: This annual contract maintains the existing landscape sites at the frequency described above. This contract results in a net increase of approximately \$13,000 from the previously split contracts, with the City's portion increasing by approximately \$23,400 and the Assessment District portion decreasing by \$10,400.

FUNDING AVAILABLE: Funding for this project comes from a combination of the 2013/14 Operating Budget (Public Safety, Facilities, Streets, Electric Utility, Water, Wastewater, Library, and Transit) and the applicable Assessment Districts as follows:

Public Safety - Fire Administration	102011.7335
General Government - PW Facility Services	103511.7335
Streets - PW Tree Maintenance	3215036.7335
Electric Utility - Substation Maintenance	160652.7335
Wastewater - Plant Maintenance	170403.7335
Wastewater - Sanitation System Maintenance	170404.7335
Water - Production	180453.7335
Library - Library Administration	210801.7335
Transit - Lodi Station / Parking Structure	125052.7335
Assessment Districts (AD)	Various AD Accounts

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Engineer
FWS/SN/pmf
cc: Deputy Public Works Director – Utilities
Associate Civil Engineer Nathan

**2013/2014 LANDSCAPE MAINTENANCE
OF MISCELLANEOUS AREAS AND
LODI CONSOLIDATED LANDSCAPE
ASSESSMENT DISTRICT 2003-1**

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 DOMINGUEZ LANDSCAPE SERVICES, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

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

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

Perform the work necessary to maintain approximately 255 landscaped areas throughout the City of Lodi. The areas are separated into five Groups (A through E) that consist of City Facilities and the Consolidated Landscape Maintenance Assessment District zones. The areas equate to approximately 2.38 million square feet.

See Section 6-07 "Description of Bid Items" and the Exhibits for additional information.

CONTRACT ITEMS

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Months	Total Contract Price (Quantity x Unit Price x Months)
1	Group A - Landscape Maintenance	SF	458,076	\$ 2,931.69 / Month	12	\$ 35,180.28
2	Group B - Landscape Maintenance	SF	1,023,900	\$ 6,552.96 / Month	12	\$ 78,635.52
3	Group C - Landscape Maintenance	SF	562,510	\$ 3,600.06 / Month	12	\$ 43,200.72
4	Group D - Weed Control and Debris Cleanup (Sidewalks)	SF	133,400	\$ 853.76 / Month	12	\$ 10,245.12
5	Group E, Zone 1 - Landscape Maintenance	SF	21,060	\$ 134.78 / Month	12	\$ 1,617.36
6	Group E, Zone 2 - Landscape Maintenance	SF	16,200	\$ 103.68 / Month	12	\$ 1,244.16
7	Group E, Zone 5 - Landscape Maintenance	SF	33,503	\$ 214.41 / Month	12	\$ 2,572.92
8	Group E, Zone 6a - Landscape Maintenance	SF	51,101	\$ 327.04 / Month	12	\$ 3,924.48
9	Group E, Zone 8 - Landscape Maintenance	SF	5,796	\$ 37.09 / Month	12	\$ 445.08
10	Group E, Zone 11 - Landscape Maintenance	SF	1,890	\$ 12.09 / Month	12	\$ 145.08
11	Group E, Zone 13 - Landscape Maintenance	SF	10,800	\$ 69.12 / Month	12	\$ 829.44
12	Group E, Zone 14 - Landscape Maintenance	SF	3,380	\$ 21.63 / Month	12	\$ 259.56
13	Group E, Zone 15 - Landscape Maintenance	SF	10,800	\$ 69.12 / Month	12	\$ 829.44
14	Group E, Zone 16 - Landscape Maintenance	SF	6,000	\$ 38.40 / Month	12	\$ 460.80

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Months	Total Contract Price (Quantity x Unit Price x Months)
15	Group E, Zone 6b - Weed Control and Debris Cleanup (Private Driveways)	SF	28,800	\$ 184.32 / Month	12	\$ 2,211.84
16	Group B SW Treatment Plant - Landscape Maintenance Nov 2013 - June 2014	SF	53,530	\$ 479.70 / Month	8	\$ 3,837.60
17	Planting Allowance (only with City authorization)	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
TOTAL						\$190,639.40

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 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 length of the contract will be twelve (12) months, starting July 1, 2013 and ending June 30, 2014. The contract may be extended if agreed upon by the Contractor and the City.

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

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

CONTRACTOR:

CITY OF LODI

By: _____

Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING
NON-RESPONSIVE BID, AWARDING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE CONTRACT FOR 2013/14
LANDSCAPE MAINTENANCE OF MISCELLANEOUS AREAS AND
LODI CONSOLIDATED LANDSCAPE ASSESSMENT DISTRICT
NO. 2003-1, AND FURTHER AUTHORIZING THE PUBLIC WORKS
DIRECTOR TO EXECUTE EXTENSIONS

=====

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 15, 2013, at 11:00 a.m., for the 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1, described in the specifications therefore approved by the City Council on April 17, 2013; and

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

Bidder	Selected Bid Item Totals (Less Bid Items 16-25)
TruGreen Landcare *	\$168,692.00 *
Dominguez Landscape Services, Inc.	\$190,639.40
Marina Landscape Inc.	\$230,864.00
*Non-Responsive	

WHEREAS, the bid received from TruGreen Landcare was deemed “non-responsive” for failure to acknowledge the receipt of Addendum No. 1 as required by Section 2.400 of the project specifications and Addendum No. 1; and

WHEREAS, upon review of the bid results, a significant variance in unit costs was identified for the Assessment District Street Tree Pruning bid items (items 16 – 25), therefore, the recommended contract awarding excludes those bid items; and

WHEREAS, staff recommends awarding the contract for the 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to the lowest responsive bidder, Dominguez Landscape Services, Inc., of Sacramento, California, in the amount of \$190,639.40 annually.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to the lowest responsive bidder, Dominguez Landscape Services, Inc., of Sacramento, California, in the amount of \$190,639.40 annually; and

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

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute extensions to the contract.

Dated: June 5, 2013

=====
I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Alley Improvement Project – Phase 4 to A. M. Stephens Construction Company, Inc., of Lodi (\$151,356.75) (Pending Budget Approval)

MEETING DATE: June 5, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Alley Improvement Project – Phase 4 to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$151,356.75 (pending budget approval).

BACKGROUND INFORMATION: This project consists of reconstructing the alleys north of Lodi Avenue and west of Church Street; and north of Elm Street from Central Avenue to Garfield Street, as shown on Exhibit A. The work includes installing approximately 500 tons of asphalt concrete, 2,000 square feet of concrete alley gutter, 1,700 square feet of alley approach concrete, and other incidental and related work.

These alleys were selected based on field review of the City’s alleys. They appear to have the most severe drainage and/or pothole problems from the site survey. The City will be using Community Development Block Grant (CDBG) funds to reconstruct the alleys with new asphalt concrete pavement and pervious concrete alley gutter. The pervious alley concrete gutter was used in previous alley reconstruction projects and has proven to enhance the alley storm water drainage.

Plans and specifications for this project were approved on March 20, 2013. The City received the following eight bids for this project on May 1, 2013.

Bidder	Location	Bid
Engineer’s Estimate		\$ 186,105.50
A. M. Stephens Construction	Lodi	\$ 151,356.75
Breneman, Inc.	Walnut Creek	\$ 194,684.00
All Phase Construction	Roseville	\$ 198,929.00
Biondi Paving & Engineering	Sacramento	\$ 202,360.80
George Reed	Modesto	\$ 238,421.00
FBD Vanguard Construction	Livermore	\$ 247,982.40
Martin Brothers Construction	Sacramento	\$ 256,250.00
Robert Burns Construction	Stockton	\$ 267,575.80

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

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Alley Improvement Project – Phase 4 to A. M. Stephens
Construction Company, Inc., of Lodi (\$151,356.75) (Pending Budget Approval)
June 5, 2013
Page 2

FUNDING AVAILABLE: This project will be funded by 2012 Community Development Block Grant
(CDGB) funds made available through San Joaquin County.

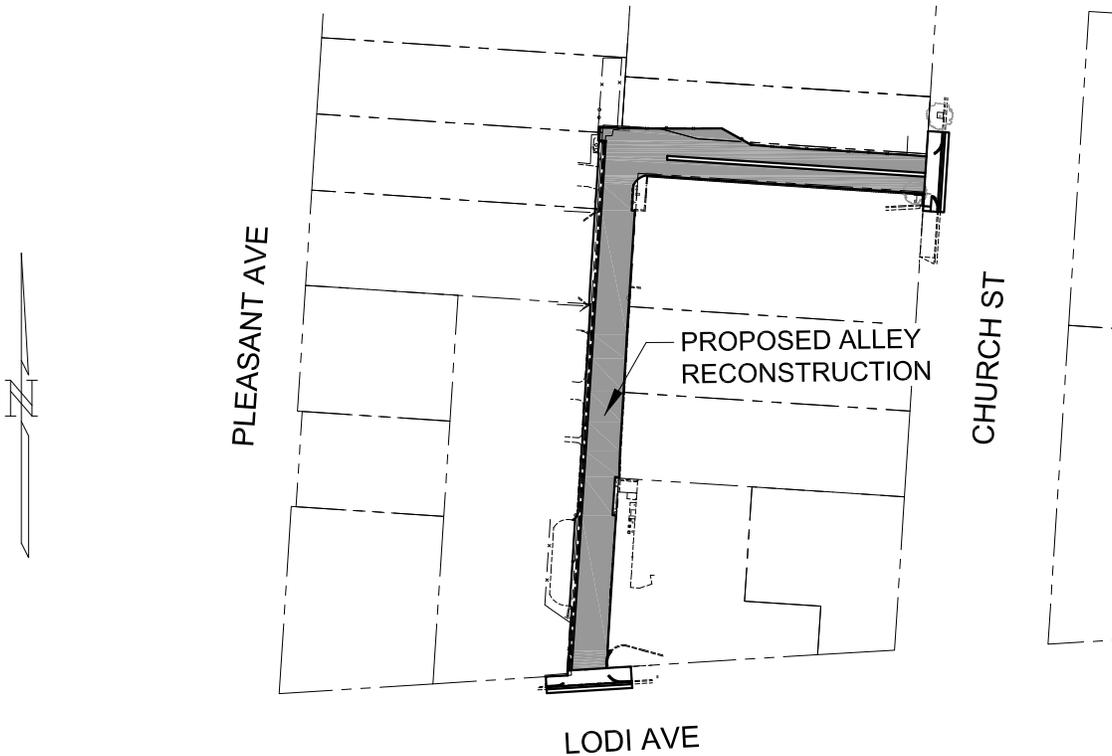
Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

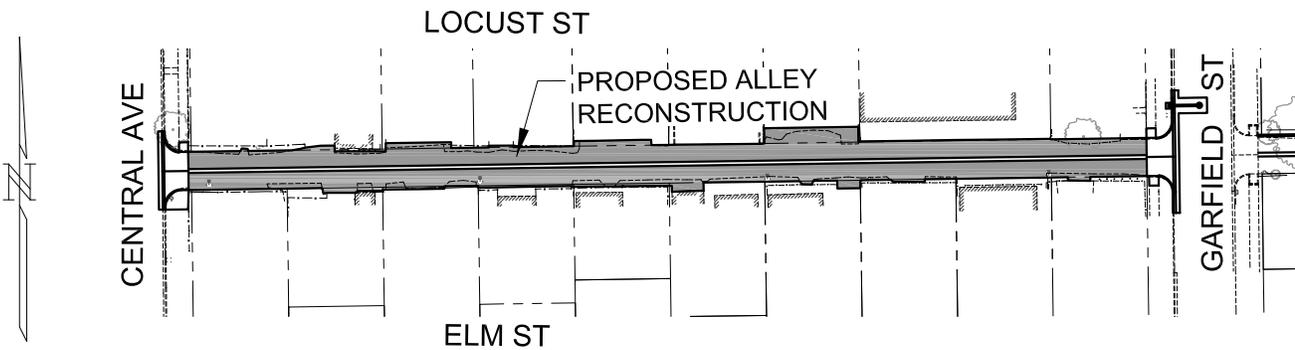
Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment
cc: Neighborhood Services Manager
Associate Civil Engineer Nathan
Deputy Public Works Director – Utilities
City Engineer/Deputy Public Works Director

EXHIBIT A

ALLEY IMPROVEMENT PROJECT - PHASE 4



ALLEY NORTH OF LODI AVE. & WEST OF CHURCH ST.
NOT TO SCALE



ALLEY NORTH OF ELM ST., CENTRAL TO GARFIELD
NOT TO SCALE



**ALLEY IMPROVEMENT PROJECT – PHASE 4
Alley North of Lodi Avenue & West of Church Street
Alley North of Elm Street, Central Avenue to Garfield Street**

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 , herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

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

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

Perform the work necessary to reconstruct the alleys north of Lodi Avenue and west of Church Street, and north of Elm Street from Central Avenue to Garfield Street, with approximately 500 tons of asphalt concrete, 2,000 square feet of concrete alley gutter, 1,700 square feet of alley approach concrete, and other incidental and related work, all as shown on the plans and specifications for "Alley Improvement Project – Phase 4". Additional contract item descriptions are listed in Section 6-07 "Description of Bid Items" and Addendum No. 1.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
2.	Clearing and Grubbing	LS	1	\$ 14,000.00	\$ 14,000.00
3.	Compact Original Grade	SF	19,491	\$ 0.65	\$ 12,669.15
4.	Concrete Subgrade Compaction	SF	1,784	\$ 2.35	\$ 4,192.40
5.	Roadway Excavation	CY	360	\$ 10.00	\$ 3,600.00
6.	Asphalt Concrete	TON	506	\$ 107.50	\$ 54,395.00
7.	Pervious Concrete Alley Gutter	SF	1,759	\$ 18.00	\$ 31,662.00
8.	Concrete Alley Gutter	SF	271	\$ 7.90	\$ 2,140.90
9.	Concrete Alley Approach	SF	1,691	\$ 7.50	\$ 12,682.50
10.	Concrete Curb and Gutter	LF	42	\$ 38.40	\$ 1,612.80

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Concrete Curb	LF	21	\$ 24.00	\$ 504.00
12.	Concrete Flush Curb	LF	30	\$ 21.50	\$ 645.00
13.	Storm Drain Manhole	EA	1	\$ 4,750.00	\$ 4,750.00
14.	Side Inlet Catch Basin	EA	1	\$ 2,050.00	\$ 2,050.00
15.	12-Inch Storm Drain	LF	14	\$ 132.00	\$ 1,848.00
16.	6' High Wood Fence	LF	36	\$ 30.00	\$ 1,080.00
17.	Church Street Driveway Curb and Gutter Modifications	LS	1	\$ 1,525.00	\$ 1,525.00
TOTAL					\$ 151,356.75

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 **56 CALENDAR DAYS**.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR ALLEY IMPROVEMENT PROJECT – PHASE 4

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 1, 2013, at 11:00 a.m., for the Alley Improvement Project – Phase 4, described in the plans and specifications therefore approved by the City Council on March 20, 2013; 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	\$ 151,356.75
Breneman, Inc.	\$ 194,684.00
All Phase Construction	\$ 198,929.00
Biondi Paving & Engineering	\$ 202,360.80
George Reed	\$ 238,421.00
FBD Vanguard Construction	\$ 247,982.40
Martin Brothers Construction	\$ 256,250.00
Robert Burns Construction	\$ 267,575.80

WHEREAS, staff recommends awarding the contract for the Alley Improvement Project – Phase 4 to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$151,356.75.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Alley Improvement Project – Phase 4 to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$151,356.75; and

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

Dated: June 5, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Two-Year Contract for Janitorial Services for City Facilities to ABM Services, Inc., of Modesto (\$255,903.16) and Authorizing City Manager to Execute Contract Changes and Extensions (Pending Budget Approval)

MEETING DATE: June 5, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding two-year contract for janitorial services for City facilities to ABM Services, Inc., of Modesto, in the amount of \$255,903.16, and authorizing City Manager to execute contract changes and extensions (pending budget approval).

BACKGROUND INFORMATION: This project consists of the janitorial specifications and contract requirements to service City facilities. Changing expectations in the quality and frequency of janitorial service indicate the need to update specifications and contract management, which requires appropriate re-bidding of the janitorial services contract. The Public Works Facilities Services Division oversees the janitorial contract for the City.

The contract provides for complete janitorial services for City facilities on both a scheduled and an on-demand basis. The contract also includes the provision of paper products and other supplies to keep facilities sanitary. A notable change made to the specification and contract is the awarding of a single contract that has, in the past, been awarded to multiple bidders. Initial term of the contract will be for two years commencing on July 1, 2013, with an option to renew for an additional two years.

Plans and specifications for this project were approved on March 6, 2013. On April 17, 2013, the City received the following eight bids:

Bidder	Location	Bid
Engineer's Estimate		\$ 350,000.00
ABM Services, Inc.	Modesto	\$ 255,903.16
EMMS, Inc.	Sacramento	\$ 305,086.18
Korean Professional Building	Lodi	\$ 313,306.00
Imperial Maintenance	Stockton	\$ 347,230.00
Janitorial, Inc.	Fresno	\$ 358,000.00
APS	Sacramento	\$ 396,356.00
Tee Janitorial & Maintenance	Sacramento	\$ 469,387.64
UBS	Richmond	Nonresponsive

The contract shall be for the initial term of two years, with the City Manager given authority to negotiate options to extend, to contract for additional services and/or add or delete portions of the contract that are

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Awarding Two-Year Contract for Janitorial Services for City Facilities to ABM Services, Inc., of Modesto (\$255,903.16) and Authorizing City Manager to Execute Contract Changes and Extensions (Pending Budget Approval)

June 5, 2013

Page 2

in the best interest of the City, and to accommodate additions or reductions of space or to change cleaning frequencies and/or duties. The contractor will invoice the City monthly for actual work performed, along with the actual cost for paper products used.

FISCAL IMPACT: The bids for janitorial services came in lower than anticipated (estimated at \$175,000 per year including paper products), resulting in a net budget savings of approximately 27 percent.

FUNDING AVAILABLE: Funds for janitorial services are included in FY 2013/14 Operating Accounts for Public Works Facilities Services (103511), Hutchins Street Square (347115), Library Administration (210801), Recreation (347211), Parks (347311), Water (180451), Wastewater (170401), White Slough Treatment Plant (170403), Surface Water Treatment Plant (180461), Transit (125055), and Electric Utility (160601).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

FWS/RAY/pmf

cc: Interim Library Services Director
Parks, Recreation and Cultural Services Director
Electric Utility Director
Transportation Manager
Facilities Supervisor

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and ABM SERVICES, 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
- Information to Bidders
- General Provisions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Janitorial Maintenance Checklist for City of Lodi Facilities

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, 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 maintain in a good workmanlike and substantial manner and to the satisfaction of the City the proposed maintenance of City facilities.

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 and all responsibility for compliance with all Labor Code requirements

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:

The work consists of complete janitorial services for City of Lodi facilities on both a scheduled and on-demand basis. Contract will include furnishing all labor, materials, and cleaning products (except those materials listed to be furnished by the City of Lodi), provide paper products and other products necessary to keep facilities supplied and sanitary and other incidental and related work for City of Lodi facilities, all as shown on the specification for the "2013 Janitorial Services City of Lodi Facilities."

	Standard Service LS/Month (LSM)
A. <u>Lodi Police Department</u> 215 West Elm Street	
Jail, Public Lobby, 6 days/week	LSM \$797.03
Operations, Staffing areas, 5 days/week	LSM \$2,400.53
B. <u>Lodi Court #1</u> 217 West Elm Street	
Service 1 day/month	LSM \$95.81
C. <u>Library</u> 201 West Locust Street	
Service 3 days/week	LSM \$1,118.45
D. <u>City Hall</u> 221 West Pine Street	
Service 3 days/week	LSM \$593.32
E. <u>Finance Department</u> 310 West Elm Street	
Service 3 days/week	LSM \$260.89
F. <u>Carnegie Forum</u> 305 West Pine Street	
Service 3 days/week	LSM \$454.60
G. <u>City Hall Annex</u> 230 West Elm Street	
Service 3 days/week	LSM \$119.26
H. <u>Fire Administration</u> 25 East Pine Street	
Service 3 days/week	LSM \$116.86

	Standard Service LS/Month (LSM)
I. <u>Parks and Recreation</u> 111 & 125 North Stockton Street	
Service 3 days/week	LSM \$370.64
J. <u>Municipal Service Center</u> 1331 South Ham Lane	
Service 5 days/week	LSM \$792.94
K. <u>Transit Fleet Shop</u> 1331 South Ham Lane	
Service 3 days/week	LSM \$218.74
L. <u>White Slough Water Pollution Control Facility</u> 12751 North Thornton Road	
Service 3 days/week	LSM \$302.39
M. <u>Hutchins Street Square</u> 125 South Hutchins Street	
1. Main Lobby Restrooms, Thomas Theater Restrooms, Kirst Hall Kitchen and Restrooms	
Service 5 days/week	LSM \$318.66
2. Senior Center	
Service 5 days/week	LSM \$319.23
3. Administration Offices, Arts Commission Office and Classroom	
Service 5 days/week	LSM \$316.14
N. <u>Lodi Station Parking Structure</u> 50 North Sacramento Street	
Service 3 days/week	LSM \$68.75
O. <u>Surface Water Treatment Plant</u> 2001 West Turner Road	
Service 3 days/week	LSM \$407.66
TOTAL LUMP SUM MONTHLY (TLSM)	TLSM \$9,071.90
TOTAL ANNUAL LUMP SUM (ALS) (TLSM) x 12)	ALS \$108,862.80

ANNUAL SUPPLIES

Item:	Estimated Quantity (For Bidding Purposes)	Unit	Unit Price	Total Cost (quantity x unit price)
Boxed Soap 800 ml	4	Case	\$48.68	\$194.72
Seat covers	14	Case	\$40.70	\$565.80
Toilet tissue	129	Case	\$46.83	\$6,041.07
Paper towels	279	Case	\$24.71	\$6,894.09
Liner 24x32	15	Case	\$22.87	\$343.05
Liner 33x39	9	Case	\$18.77	\$168.93
Liner 36x58	89	Case	\$20.11	\$1,789.79
Antibacterial soap	19	Gallon	\$17.94	\$340.86
Urinal screen w/deodorant block	14	Case	\$11.80	\$165.20
Single sheet toilet tissue	8	Case	\$43.10	\$344.80
Rolled paper towels	23	Case	\$41.43	\$952.89
One shot soap	42	Bottle	\$3.40	\$142.80
Touchless towels	13	Case	\$57.34	\$745.42
Liner 24x23	24	Case	\$16.64	\$399.36
TOTAL ANNUAL SUPPLIES (TAS)				TAS \$19,088.78
TOTAL BID PRICE (ALS + TAS)	\$127,951.58			

For All Locations (Not Included in Total Bid Price):

P. Square Foot Cleaning Cost

1. Restrooms

Service 5 days/week	\$0.4794/SF
Service 3 days/week	\$0.2881/SF

2. Offices

Service 5 days/week	\$0.0959/SF
Service 3 days/week	\$0.0576/SF

3. Elevator

Service 5 days/week	\$0.3858/SF
Service 3 days/week	\$0.2328/SF

Q. Special Request Cleaning (Non-emergency)

Rate per Person per Hour	\$13.92
--------------------------	---------

R. Carpet Cleaning

Cost per minimum 1,000 square feet	\$0.09
------------------------------------	--------

S. 24/7 Emergency Call-Out Response (1-Hour Response, Applies to All Facilities)

Minimum Call Out Charge	\$150.00
-------------------------	----------

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 10 calendar days after the City Manager has executed the contract.

PERIOD OF CONTRACT – When signing this contract, the Contractor agrees that the period for this contract is July 1, 2013 through June 30, 2015, and the contractor agrees to submit monthly billing no later than the 10th of each month. However, the City of Lodi may terminate this contract, or the services at any facility referenced in Article IV of this contract, on thirty days written notice to the Contractor.

OPTION TO RENEW – By mutual agreement, the City and the Contractor may enter into an agreement to extend this contract.

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

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

CONTRACTOR:

CITY OF LODI

By: _____

Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer

City Attorney 

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE TWO-
YEAR CONTRACT, CONTRACT CHANGES AND EXTENSIONS
FOR JANITORIAL SERVICES FOR CITY FACILITIES

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 17, 2013, at 11:00 a.m., for Janitorial Services for City Facilities, described in the specifications therefore approved by the City Council on March 6, 2013; and

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

Bidder	Bid
ABM Services, Inc.	\$ 255,903.16
EMMS, Inc.	\$ 305,086.18
Korean Professional Building	\$ 313,306.00
Imperial Maintenance	\$ 347,230.00
Janitorial, Inc.	\$ 358,000.00
APS	\$ 396,356.00
Tee Janitorial & Maintenance	\$ 469,387.64
UBS	Nonresponsive

WHEREAS, staff recommends awarding the two-year contract for Janitorial Services for City Facilities to the low bidder, ABM Services, Inc., of Modesto, California, in the amount of \$255,903.16; and

WHEREAS, staff recommends authorizing the City Manager to negotiate options to extend, to contract for additional services and/or add or delete portions of the contract that are in the best interest of the City, and to accommodate additions or reductions of space or to change cleaning frequencies and/or duties.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the two-year contract for Janitorial Services for City Facilities to the low bidder, ABM Services, Inc., of Modesto, California, in the amount of \$255,903.16; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract, contract changes and extensions.

Dated: June 5, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation and Air Conditioning Maintenance Services on City Facilities (\$75,000) and Authorizing Public Works Director to Execute Extension

MEETING DATE: June 5, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide heating, ventilation and air conditioning maintenance services on City facilities, in the amount of \$75,000, and authorizing Public Works Director to execute extension.

BACKGROUND INFORMATION: In May 2013, staff requested written quotes from three local heating, ventilation and air conditioning (HVAC) service companies (ICR Refrigeration, Lodi Services Heat and Cooling, and ALL Air) for Citywide HVAC on-call maintenance and repair services on City facilities. ICR Refrigeration was the only company to submit a quote.

The City operates 55 HVAC systems on its facilities with a wide range of age and system complexity. Predicting HVAC maintenance and repair needs can be very difficult as the systems are aging and performance is dependent on summer and wintertime temperatures. During Fiscal Year 2012/13, City HVAC systems experienced an unusually high number of system failures requiring the City to spend nearly \$90,000 on HVAC repairs and maintenance activities. Staff does not expect expenditures this fiscal year to be as extensive due to the major repairs performed last year.

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with ICR Refrigeration, of Lodi, for Citywide HVAC on-call maintenance and repair services on City facilities. Staff also recommends that the Public Works Director be authorized to execute one optional one-year extension of the agreement.

FISCAL IMPACT: Ongoing Citywide HVAC system maintenance and repairs are necessary to maintain a comfortable working environment in City facilities and to avoid more costly system failures.

FUNDING AVAILABLE: Funding for this activity is budgeted in the FY 2013/14 Facilities Services Operating Account (103511): \$75,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director/City Engineer
FWS/CES/pmf

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Citywide HVAC Maintenance Services on City Facilities (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, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

The Public Works Director may exercise an option to extend this Agreement one (1) additional year, provided, City gives Contractor no less than 30-days written notice of

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

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

ICR REFRIGERATION

By: _____



By: _____

Name:
Title:

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

Funding Source: 103511
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\ICR_CitywideHVACMaintenance

CA:rev.01.2012

SCOPE OF SERVICE

Provide on-call maintenance and repair services for one year (with optional one-year extension) for the 55 City-operated HVAC systems at various locations.

BID FORM



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: City of Lodi
Date: May 14, 2013
Subject: Citywide HVAC Maintenance Services on City Facilities

Please fully complete the information below:

Company Name: ICR Refrigeration Inc. Date: 05/15/13
Address: 1021 Black Diamond Wy, Lodi, CA 95240

Contractor's License No.: 678 547

Labor Rate: \$95 /hr

Overtime Rate: \$142.50 /hr

Parts and materials plus 20 % markup

Truck charge: none

Call out minimum: 2 hrs after 5PM / before 8AM (hours)

Other: 1x fee for add'l City of Lodi (be specific)

insurance requirements - \$1,440 to billed upon

Items required upon award of contract:

- 1. Insurance requirements per the attached Exhibit B.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.

contract approval
(Add'l Auto/workers comp/
liab coverage for City)

Customer's Signature: Jeff Mustina

Title:



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

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

 \$1,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
 \$1,000,000 Bodily Injury - Ea. Person
 \$1,000,000 Bodily Injury - Ea. Occurrence

 \$1,000,000 Property Damage - Ea. Occurrence</p> |
|--|--|

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

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

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

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

 (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
 Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
 For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause
 The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
 This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

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

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE PROFESSIONAL
SERVICES AGREEMENT WITH ICR REFRIGERATION, INC.,
FOR CITYWIDE HEATING, VENTILATION AND AIR
CONDITIONING MAINTENANCE SERVICES ON CITY
FACILITIES AND FURTHER AUTHORIZING THE PUBLIC
WORKS DIRECTOR TO EXECUTE EXTENSION

=====

WHEREAS, the City operates 55 HVAC systems on its facilities with a wide range of age and system complexity; and

WHEREAS, in May 2013, staff requested written quotes from three local heating, ventilation and air conditioning (HVAC) service companies (ICR Refrigeration, Lodi Services Heat and Cooling, and ALL Air) for Citywide HVAC on-call maintenance and repair services on City facilities. ICR Refrigeration was the only company to submit a quote; and

WHEREAS, staff recommends City Council authorize the City Manager to execute a Professional Services Agreement with ICR Refrigeration, of Lodi, for Citywide HVAC on-call maintenance and repair services on City facilities. Staff also recommends that the Public Works Director be authorized to execute one optional one-year extension of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a one-year Professional Services Agreement for Citywide Heating, Ventilation and Air Conditioning Maintenance Services on City Facilities with ICR Refrigeration, Inc., of Lodi, in an amount not to exceed \$75,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Public Works Director to execute one optional one-year extension to the Professional Services Agreement.

Dated: June 5, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Authorize City Attorney to Issue “Comfort Letter” to and Authorize City Manager to Execute License Agreement with RH Mullen Company, L.P., for Installation of Monitoring Wells at 1431 South Stockton Street

MEETING DATE: June 5, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Authorize City Attorney to Issue “Comfort Letter” to and authorize City Manager to execute License Agreement with RH Mullen Company, L.P., for installation of monitoring wells at 1431 South Stockton Street.

BACKGROUND INFORMATION: The *Groundwater Monitoring Plan for the Western and Southern Plume Areas*, prepared February 2011 by Treadwell and Rollo, established a groundwater monitoring and reporting plan for the Western and Southern Plume areas. Using the City’s groundwater model prepared by Treadwell and Rollo, combined with the results of previous investigations, locations and depths were identified for additional monitoring facilities.

One of the monitoring wells is located on private property located at 1431 South Stockton Street owned by the RH Mullen Company, L.P. Staff is requesting the City Council authorize the requested actions to complete the process for acquiring access to the site.

The “Comfort Letter” has been requested by the property owner and is provided as Attachment A. Similar letters have been issued in the past to property owners located in the Lodi Central Plume Area.

The license agreement provides the City and its contractor(s) access to the site for an undefined period of time for the construction, monitoring activities and de-commissioning of the monitoring wells. The license agreement is provided as Attachment B.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments

APPROVED: _____
Konradt Bartlam, 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



D. STEPHEN SCHWABAUER
City Attorney
JANICE D. MAGDICH
Deputy City Attorney

June 15, 2013

Kay Bice
RH Mullen Company, L.P.
dba Lodi Stor-All
1431 S. Stockton Street
Lodi, CA 95240

SUBJECT: 1431 South Stockton Street, Lodi, CA

Dear Mr. Bice:

RH Mullen Company, L.P. ("Mullen") owns property located at 1431 South Stockton Street in Lodi situated within the Lodi Southern Plume Area ("SPA"). The SPA is a groundwater plume containing Tetrachloroethene (PCE). Mullen and its predecessors in interest are not known to have contributed to the contamination of the SPA and the City of Lodi has entered into settlements with all of the parties who are known to have contributed contamination to the SPA and has undertaken the obligation to clean up the contaminated soil and groundwater in the SPA.

This letter will confirm that the City Council authorized me at its meeting on June 5, 2013 to affirm that the City of Lodi will not pursue environmental claims against the RH Mullen Company, LP dba Lodi Stor-All or their successors or assigns under CERCLA, or under any other environmental liability theory (such as nuisance) for the contamination in the SPA. This statement of intent does not apply to liabilities that could arise if Mullen 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,

D. Stephen Schwabauer
City Attorney

cc: City Council
City Clerk

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
))
Public Works)
City of Lodi, City Hall)
221 W. Pine Street)
Lodi, CA 95241)
Attn: Engineering Division)

APN: 062-510-02 (Space Above for Recorder's Use Only)
Address: 1431 S. Stockton Street

**LICENSE AGREEMENT FOR INSTALLATION OF MONITORING WELLS AND
RELATED AMENITIES ON PRIVATE PROPERTY**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into and effective as of June __, 2013 by and between the **CITY OF LODI**, a municipal corporation, ("CITY") and **R H Mullen Company LP doing business as Lodi Stor-All**, ("OWNER") each being referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, OWNER owns certain real property located at 1431 S. Stockton Street, Lodi, San Joaquin County, California, more specifically known as Assessor's Parcel Number 062-510-02 (the "Property"); and

WHEREAS, CITY and it's contractors are installing the monitoring well; and

WHEREAS, it is in the CITY's interest as a part of the groundwater remediation process on the OWNER's property; and,

WHEREAS, in order for CITY to accomplish this work, it will be necessary to access the Property and to install, construct , replace, operate and maintain the Facilities and Equipment as described in Exhibit A attached hereto and made a part hereof, on a portion of the Property; and

WHEREAS, CITY seeks authorization from OWNER to gain access to the Property and OWNER is willing to cooperate with CITY in order to facilitate the groundwater remediation process; and

WHEREAS, OWNER desires to grant CITY a right of access to the Property for the purpose installing, constructing, replacing, operating and maintaining the Facilities and Equipment on that portion of the Property identified in Exhibit A attached hereto and made a part hereof; and

WHEREAS, OWNER desires to grant CITY a non-revocable exclusive license, to install and maintain the monitoring wells, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals, the Parties agree as follows:

1. Term of Agreement. This Agreement shall be and remain in effect from the date of this Agreement, as set forth above, until the Central Valley Regional Water Quality Control Board permits the CITY to remove the monitoring wells, unless otherwise terminated as provided in this Agreement.

1.1 Purpose. The purpose of this Agreement placement of a monitoring wells and for the unrestricted ingress and egress to the Property for the purpose of installing, maintaining and monitoring the monitoring well. During construction and closure of the monitoring wells the ingress and egress will be permitted from 7:00am until 7:00pm Monday through Friday. Following construction and during the sampling period the ingress and egress will be permitted from 9:00am until 4:00pm Monday through Friday and 9:00am until 12:00pm Saturdays.

2. License. OWNER hereby grants to City on its behalf and on behalf of City's elected officials, officers, employees, contractors, subcontractors, authorized agents, successors and assigns, a non-revocable license to gain access to the Property for the purpose of installing, constructing and maintaining the monitoring well until such time the monitoring well is removed by CITY. CITY shall replace all landscaping, fencing and any other damaged improvements both immediately after the installation and after the ultimate removal to the satisfaction of OWNER. The Parties acknowledge that this Agreement will be recorded with the Office of the San Joaquin County Recorder.

3. Covenants.

4.1 General. CITY agrees to install, inspect, maintain or remove the monitoring well in accordance with this Agreement, at CITY's sole expense.

4.2 License Fees. CITY shall pay \$100 per month for easement to OWNER for the installation and maintenance of the monitoring wells.

4.3 Installation and Maintenance. CITY shall install the monitoring wells within the monitoring wells location and thereafter maintain the monitoring wells at all times while this Agreement is in effect. CITY shall maintain the monitoring well in accordance with generally prevailing standards of maintenance, and pay all costs incurred in doing so.

4. Termination. CITY may terminate this Agreement at any time upon 30-calendar days written notice to OWNER. Upon such termination, CITY shall remove the monitoring wells and restore the monitoring wells location to its former condition at CITY's sole cost and expense. Written notice to OWNER shall be made pursuant to Paragraph 9 herein.

5. Material Breach. In the event any party breaches any material provision of this Agreement, the other party at its option may, in addition to the other legal remedies available to it, terminate this Agreement and the License granted hereunder. Termination because of breach shall be upon a minimum of ten (10) calendar days

notice, with the notice specifying the date of termination. Written notice shall be made pursuant to Paragraph 9 herein.

6. Indemnity. CITY agrees to indemnify, defend, and hold harmless OWNER, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CITY or anyone acting on its behalf in the performance of, or in any way arising from, the terms and provisions of this Agreement, except for any such claims, damage or liabilities caused by OWNER's negligence or willful misconduct or that of OWNER's officers, agents or employees.

7. Insurance. CITY shall, at its sole expense, maintain in force and effect comprehensive public liability coverage naming OWNER as an additional insured and insuring against claims for bodily injury, death or property damage occurring on or in connection with the monitoring well.

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 in three (3) calendar 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
Lodi, CA 95240
Attention: Engineering Division

To OWNER: Mr. Kay Bice
Lodi Stor-All
1431 S. Stockton Street
Lodi, CA 95240

Copy To: D. Stephen Schwabauer
City Attorney, City of Lodi
221 West Pine Street
Lodi, CA 95240

Any Party may, at any time, change the address to which notice shall be given by giving written notice thereof to the other party as provided hereinabove.

9. Miscellaneous Provisions.

9.1 Assignment. Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of the Parties, which shall not be unreasonably withheld.

9.2 Attorney's Fees. In the event any dispute between the Parties arises under or regarding this Agreement, the prevailing party in any litigation of the

dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by a judge of the San Joaquin County Superior Court.

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

9.4 Disclaimer. It is understood and agreed that OWNER shall in no event be construed or held to be a partner, associate or joint venturer with CITY in the installation, construction, replacement, operation or maintenance of the well.

9.5 Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the Parties to the Agreement and their administrators, representatives, successors and assigns.

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

9.7 Further Assurances. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

9.8 Governing Law and Venue. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

9.9 Integration and Modification. This Agreement represents the entire agreement between the Parties; supersedes all prior negotiations, representations, or agreements, whether written or oral, between the Parties; and may be amended only by written instrument signed by each of the Parties hereto.

9.10 Terms of Agreement 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.

In Witness Whereof, the Parties hereto being in agreement with the terms of this writing, have executed this Agreement as follows:

OWNER

Dated: _____

CITY OF LODI, a municipal corporation

Konradt Bartlam
City Manager

Attest:

RANDI JOHL, City Clerk

Approved as form:

D. STEPHEN SCHWABAUER
City Attorney 

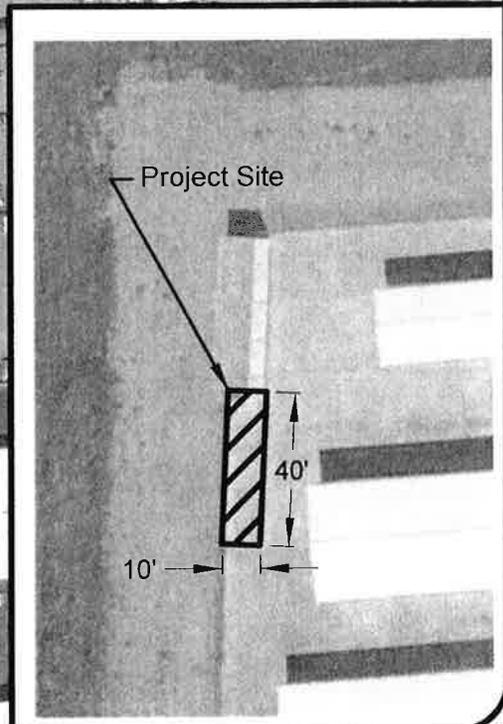
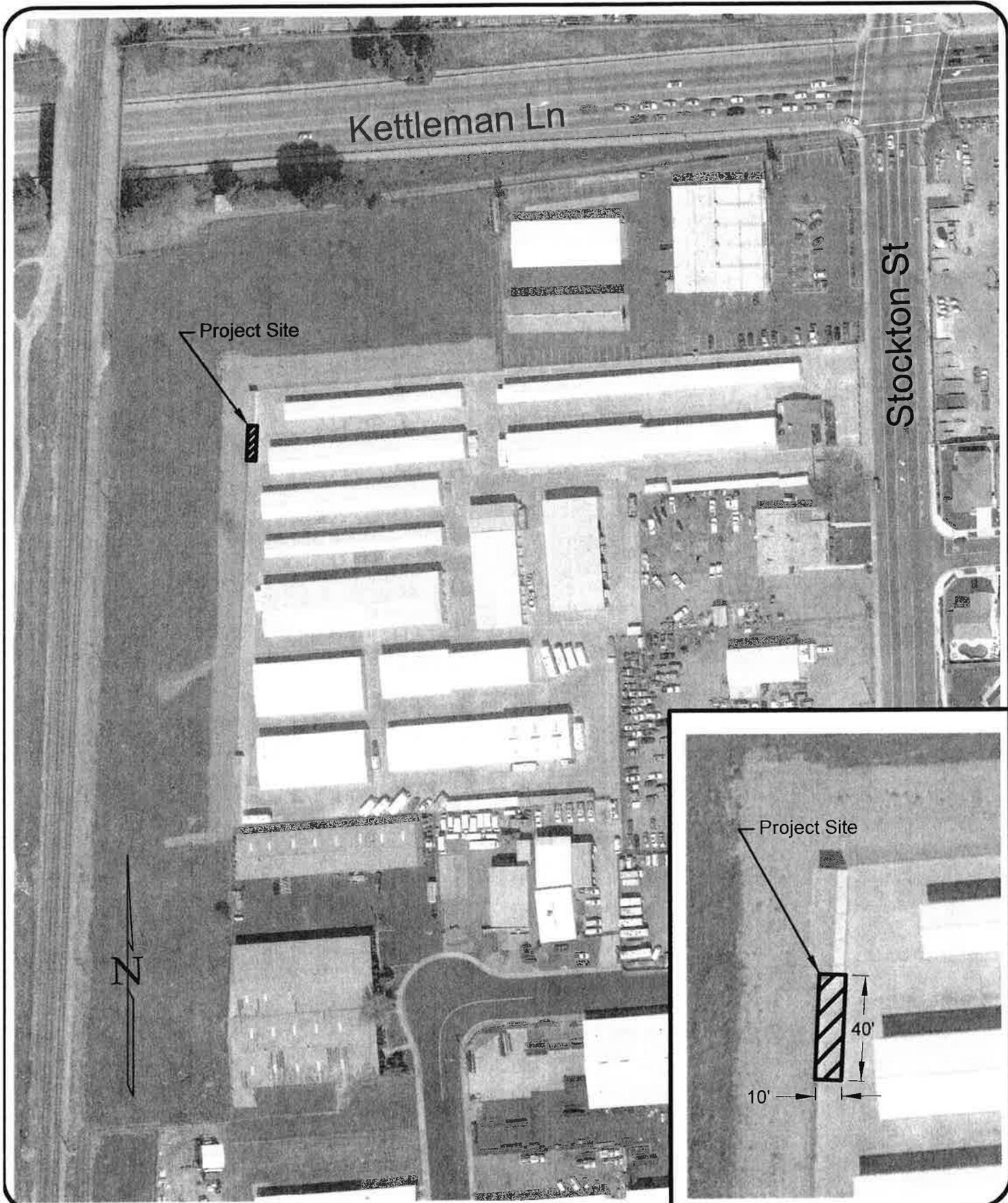
Attachment: Exhibit A – Site Location



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Lodi Stor-All
1431 S Stockton St
Exhibit A





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to File Claim for 2012/13 Transportation Development Act (TDA) Funds in the Amount of \$1,683,712 from Local Transportation Fund (LTF) and \$224,737 from State Transit Assistance (STA) Fund

MEETING DATE: June 5, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to file claim for 2012/13 Transportation Development Act (TDA) funds in the amount of \$1,683,712 from Local Transportation Fund (LTF) and \$224,737 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 2012/13 is \$1,683,712 from LTF and \$224,737 from STA, as follows:

	LTF	STA	Total
Transit Operations	1,439,432		1,439,432
Transit Capital Projects		221,081	221,081
Pedestrian/Bicycle Projects	55,492		55,492
Streets/Roads (reclaimed carryover)	131,797		131,797
SJCOG Planning and Administration	<u>56,991</u>	<u>3,656</u>	<u>60,647</u>
Total	\$1,683,712	\$224,737	\$1,908,449

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, safety and security improvements, etc.), pedestrian and bicycle projects (sidewalk repairs), streets/roads project (signal design work and signal construction) and SJCOG planning and administration. Both the LTF and STA funds include reclaimed carryover amounts from FY 11/12 or prior years as follows: LTF - \$569,432 for transit purposes, \$16,313 for pedestrian/bicycle, and \$131,797 for streets/roads; and STA - \$137,734 for transit capital. SJCOG plans to approve the TDA claim on June 27, 2013, 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 2012/13, 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: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO FILE THE
2012-13 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 2012-13 Transportation Development Act claim in the following amounts:

\$1,683,712	Local Transportation Funds
\$ 224,737	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 5, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

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

MEETING DATE: June 5, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

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

BACKGROUND INFORMATION: On April 3, 2013, the City Council made a finding that a public works emergency existed at the south pool at the Blakely Park pool complex, due to a massive leak (8,000 gallons per day) suspected in the circulation system. The council authorized the City Manager to execute a contract with Paragon Pools in an amount not to exceed \$20,000 and begin repair work as soon as possible. On May 1, 2013, the City Council declared the emergency continues to exist, as repairs had not been completed, and the City Council made the same declaration on May 15, 2013.

Repairs were completed last week at a cost of \$17,500. Three leaks below-ground leaks were detected, including one that had created a significant void beneath the concrete pool deck. In addition, one of the circulation pipes had collapsed. A large portion of the circulation system was being replaced because of this damage. The 50-year-old-plus metal circulation system was replaced, and the pool deck removed for the work was replaced by new concrete tied into the existing deck with rebar.

FISCAL IMPACT: \$17,500 from the FY 2012/13 PRCS operating budget.

FUNDING AVAILABLE: PRCS 347215.7335 (General Activities & Events)

Jeff Hood
Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Report Regarding Final Costs for the November 6, 2012, General Municipal Election

MEETING DATE: June 5, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding final costs for the November 6, 2012, General Municipal Election.

BACKGROUND INFORMATION: On June 6, 2012, the City Council approved entering into a contract with the County of San Joaquin for the County Registrar of Voters to provide certain services for the November 6, 2012, General Municipal Election.

Preliminary estimates from the Registrar's Office projected the election costs at approximately \$70,000. The actual cost totaled \$54,423.90, as detailed on the attached invoice marked Exhibit A. The cost for candidates' statements of qualifications was billed directly to the candidates.

FISCAL IMPACT: \$65,000 was budgeted for the November 6, 2012, General Municipal Election, which resulted in a savings to the City of approximately \$10,576.

FUNDING AVAILABLE: \$54,423.90 – Election Account (100102.7323)

Jordan Ayers, Deputy City Manager/Internal Services Manager

Randi Johl
City Clerk

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



AUSTIN G. ERDMAN
REGISTRAR OF VOTERS
(209) 468-3194
aerdman@sjgov.org

**COUNTY OF SAN JOAQUIN
REGISTRAR OF VOTERS OFFICE**

44 NORTH SAN JOAQUIN ST., SUITE 350
P.O. BOX 810
STOCKTON CA 95201



PHONE (209) 468-2885
FAX (209) 468-2889
www.sjcrov.org

May 6, 2013

Randi Johl
City Clerk
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Re: Invoice No. 3491

Dear Ms. Johl:

The cost for conducting the City of Lodi Election for two Council Members, consolidated with the General Election held on November 6, 2012, is **\$54,423.90**.

The attached invoice gives you the breakdown of costs.

If you have any questions regarding this billing, please call Management Analyst, Raul Ochoa, at (209) 953-1073.

Sincerely,

AUSTIN G. ERDMAN
Registrar of Voters

RECEIVED
MAY 09 2013
CITY CLERK

ITEMIZED COST

INVOICE NO. 3491

AGENCY/DISTRICT: CITY OF LODI

TITLE OF ELECTION: CITY COUNCIL MEMBERS

DATE OF ELECTION: NOVEMBER 6, 2012 REGISTERED VOTERS: 28,346

BALLOT TYPES: 11-12

COST PER REGISTERED VOTER: \$1.92

<u>ITEM</u>	<u>AMOUNT</u>
SAMPLE BALLOT BOOKLETS	\$ 362.39
OFFICIAL PAPER BALLOTS	\$ 1,479.83
OTHER CHARGES	\$ 3,210.60
POLLING PLACE RENTAL	\$ 624.11
POSTAGE	\$ 2,255.74
PUBLICATIONS	\$ 178.86
TRANSPORTATION	\$ 482.68
COMPUTER RUN TIME	\$ 76.79
ELECTION OFFICERS/FIELD INSPECTORS PAYROLL	\$ 9,453.50
ELECTION NIGHT WORKERS PAYROLL	\$ 312.93
OFFICE SALARIES (PERMANENT EMPLOYEES)	\$ 3,053.57
OFFICE SALARIES (TEMP EMPLOYEES)	\$ 8,003.00
EMPLOYMENT AGENCY/CONTRACT EMPLOYEES	\$ 823.13
FRINGE BENEFITS (FY 2012-13) 91.95%	\$ 2,807.76
UTILITY & EQUIPMENT (FY 2012-13) 46.08%	\$ 5,094.87

ITEMIZED COST – Page 2

DUPLICATING SERVICES	\$ 203.98
SECURITY SERVICES (SHERIFF'S OFFICE)	\$ 118.14
PRECINCT SUPPLIES	\$ 337.61
MILEAGE (MOTOR POOL)	\$ 302.57
COST ELECTRONIC VOTING SYSTEM	\$ 4,780.97
ABSENTEE COSTS	\$ 9,078.87
CANDIDATE'S STMT OF QUALIFICATIONS	\$ 1,382.00
TOTAL AMOUNT:	\$ 54,423.90



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Report Regarding Communications Pertaining to Assembly Bills 5, 325, 537, 574, 1229 and Senate Bills 33 and 64

MEETING DATE: June 5, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding communications pertaining to Assembly Bills 5, 325, 537, 574, 1229 and Senate Bills 33 and 64.

BACKGROUND INFORMATION: The City received a request for communications from the League of California Cities (League) regarding its "hot bills" and the need to send letters of support and opposition to various legislators immediately. A few bills were previously addressed by Council.

The letters (attached) were signed by the Mayor on May 7, 2013 and sent out shortly thereafter. A copy of the initial request is also attached. This report is provided for informational purposes only pursuant to policy.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager

Randi Johl

From: Randi Johl
Sent: Wednesday, May 22, 2013 11:04 AM
To: Randi Johl
Subject: FW: League Letters

Attachments: Support & oppose letters.docx; Sample oppose letter.doc; AB 325 Sample Letter.doc; Sample letter of support.docx; Sample opposition letter.docx; Sampleletter of support.docx; AB 981-Sample support ltr.docx; AB 1059 Sample Opposition -Local Gov-FINAL.DOCX; AB 1229 Sample support letter-FINAL.doc; Sample letter of support.doc; Sample letter of support.docx; Sample Oppose Letter.doc



Support & oppose letters.docx ...



Sample oppose letter.doc (30 K...



AB 325 Sample Letter.doc (31 K...



Sample letter of support.docx ...



Sample opposition letter.docx ...



Sampleletter of support.docx (...



AB 981-Sample support ltr.docx...



AB 1059 Sample Opposition -Loc...



AB 1229 Sample support letter-...



Sample letter of support.doc (...



Sample letter of support.docx ...



Sample Oppose Letter.doc (27 K...

-----Original Message-----

From: Stephen R. Qualls [mailto:squalls@cacities.org]
Sent: Tuesday, April 30, 2013 10:36 AM
Subject: URGENT: LETTERS NEEDED

Now is the time of year that the bills in Sacramento that are onerous or advantageous to local government are making their way through their various committees. It is also the best time to kill or support them before they can proceed any further.

Attached you will find a list of bills that have been identified as "Hot Bills" by our legislative staff.

I have also included links to the bills as well as sample letters for you to use.

We need to send letters and or make calls to try and influence the outcome of these bills.

As we learned last week at our Legislative Action Day, your letters do make a difference and any additional information on why the bill will harm or help your community is also appreciated by your legislator.

I know that this is a large number of bills I apologize for attaching so many files but I would hope that it's easier to receive just one "URGENT" email with all of the letters.

As usual, if you could cc me on any correspondence I would appreciate it.

Thank you for your help,

Stephen Qualls
Central Valley Regional Public Affairs Manager
League of California Cities

209-614-0118
Fax 209-883-0653
squalls@cacities.org<mailto:squalls@cacities.org>

To expand and protect local control for cities through education and advocacy in order to enhance the quality of life for all Californians.

<<http://www.cacities.org/AC>>

PLEASE DO NOT distribute political campaign advocacy information from public (city hall) computers, on city time, or using public resources, even if it's from your personal email account. If in doubt, check with your city attorney.

DisclaimerPlease Note: Please take the following precautions if this email is about a CITIPAC event. Though it is not illegal for you to receive this notice via a city e-mail address, you should not respond to it or forward it using public resources. You may however forward this message to your non-public e-mail account for distribution on non-public time. If you have questions about the event or need additional information, please contact Mike Egan at (916) 658-8271 or egan@cacities.org

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 7, 2013

The Honorable Tom Ammiano
California State Assembly
State Capitol Building, Room 3146
Sacramento, California 95814
Via Facsimile: (916) 319-2117

SUBJECT: AB 5 (Ammiano). Homelessness.
NOTICE OF OPPOSITION

Dear Assembly Member Ammiano:

The City of Lodi has taken a position of oppose on AB 5, which would create the Homeless Person's Bill of Rights and Fairness Act.

While we appreciate the concept of this bill, homelessness is a complicated societal issue that cannot be adequately addressed with a broad program. California would be better served by targeting the root causes of homelessness and providing the resources to allow cities and counties to address the issue at the local level.

For these reasons, the City of Lodi has an oppose position on AB 5.

Sincerely,



Alan Nakanishi
Mayor

C: Kevin Baker, Deputy Chief Counsel, Assembly Judiciary Committee (916-319-2188)
 Paul Dress, Consultant, Assembly Republican Caucus (916-319-3902)
 Kirstin Kolpitzke, League of California Cities
 Stephen Qualls, League of California Cities

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 7, 2013

The Honorable Norma Torres
Chair, Housing and Community Development Committee
California State Assembly
State Capitol Building, Room 2179
Sacramento, California 95814
Via Facsimile: (916) 319-2152

SUBJECT: AB 325 (Alejo). Land Use and Planning: Cause of Actions: Time Limitations. NOTICE OF OPPOSITION

Dear Assembly Member Torres:

The City of Lodi has taken a position of oppose on AB 325, which would expand the statute of limitations to file suit against a city's housing element to over four years.

Government Code Section 65009 states that legal action against a city or county "has a chilling effect on the confidence with which property owners and local governments can proceed with projects." In addition, "The purpose of this section is to provide certainty for property owners and local governments regarding decisions made pursuant to this division." Expanding the statute of limitations goes against the very purpose of this section with which this bill seeks to amend.

AB 325 is an attempt to expand the current statute of limitations without regard to whether a city's housing element follows the letter of the law or a jurisdiction fails to adopt a housing element entirely. Our city has worked hard to meet the state's statutory housing requirements. The possibility of a lawsuit looming over our head for over four years would have a devastating effect on development and our local economy.

For these reasons, the City of Lodi has an oppose position on AB 325.

Sincerely,



Alan Nakanishi
Mayor

C: Anya Lawler, Consultant, Assembly Housing and Community Development Committee (916-319-3182)
William Weber, Consultant, Assembly Republican Caucus (916-319-3902)
Kirstin Kolpitcke, League of California Cities
Stephen Qualls, League of California Cities

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 7, 2013

The Honorable Rob Bonta
Member, California State Assembly
State Capitol Building, Room 6025
Sacramento, California 95814
Via Facsimile: (916) 319-2118

SUBJECT: AB 537 (Bonta) Meyers-Millias-Brown Act. Impasse Procedures. NOTICE OF OPPOSITION

Dear Assembly Member Bonta:

The City of Lodi is opposed to your AB 537, which would authorize the representatives of a public agency or an employee organization to request mediation if an impasse is reached. Current law requires the public agency and employee organization to agree to mediation in the event of an impasse. Under this bill, no agreement is required, and mediation would be mandatory if either party requests it.

While it may be advisable to attempt mediation after impasse, we question the wisdom of mandating mediation on a party that has not agreed to it. Not only is requiring parties to participate in involuntary mediation unlikely to be successful, it will delay the labor negotiations process and make it more difficult for us to prepare and plan our budget.

We are also concerned that the sheer number of mediation requests may result in further delays as we may have to wait for a mediator to be appointed. Finally, we are not clear how we would proceed if we cannot agree on a mediator. For these reasons, the City of Lodi opposes AB 537.

Sincerely,



Alan Nakanishi
Mayor

C: Natasha Karl, League of California Cities
 Stephen Qualls, League of California Cities
 Meg Desmond, League of California Cities

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 7, 2013

The Honorable Richard Pan
Member, California State Assembly
State Capitol Building, Room 6005
Sacramento, California 95814
Via Facsimile: (916) 319-2109

**SUBJECT: AB 574 (Lowenthal). Greenhouse Gas Reduction Fund:
Sustainable Communities Strategies
NOTICE OF SUPPORT**

Dear Assembly Member Pan:

The City of Lodi is pleased to support AB 574, which would create the Sustainable Communities Infrastructure Program and allocate funding from the transportation-related Cap and Trade revenues to integrate transportation and public infrastructure investments to reduce greenhouse gas (GHG) emissions.

As the closest level of government to citizens, our city plays a key role in taking action to meet state climate and energy goals promoting public awareness. We can work together with partners on projects to integrate investments in new mobility, new and improved infrastructure, and new jobs, all while creating healthy communities and a better quality of life.

However, due to the recent economic downturn our city budget for such projects is limited. AB 574 will support the implementation of SB 375 and other GHG-reducing plans that require rebuilding aging infrastructure within urban infill and rural areas targeted for more intense development. Transportation investments can yield cost-effective GHG reductions, especially when combined with thoughtful land use strategies.

For these reasons, the City of Lodi supports AB 574.

Sincerely,



Alan Nakanishi
Mayor

C: Assembly Member Bonnie Lowenthal (916-319-2170)
Jennifer Whiting, League of California Cities
Stephen Qualls, League of California Cities

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 7, 2013

The Honorable Toni G. Atkins
Member, California State Assembly
State Capitol Building, Room 319
Sacramento, California 95814
Via Facsimile: (916) 319-2178

SUBJECT: AB 1229 (Atkins). Land Use: Zoning Regulations.
NOTICE OF SUPPORT

Dear Assembly Member Atkins:

The City of Lodi is pleased to support your AB 1229, which would restore cities' zoning authority for inclusionary housing.

In the appellate court decision, *Palmer/Sixth Street Properties L.P. v. City of Los Angeles*, 175 Cal. App. 4th 1396 (2009), the courts took a very broad interpretation of the Costa-Hawkins Act and its application on inclusionary housing ordinances, opining that inclusionary housing ordinances with regards to rental housing conflicted with and were preempted by the Costa-Hawkins Act. Costa-Hawkins was intended to restrict systems of rent control, not preclude rent restrictions on inclusionary housing.

Inclusionary housing programs are an important tool in the production of affordable new homes for working families. As a result, California's affordable housing stock continues to be severely diminished.

For these reasons, the City of Lodi supports AB 1229.

Sincerely,



Alan Nakanishi
Mayor

C: Anya Lawler, Consultant, Assembly Housing and Community Development
Committee (916-319-3182)
William Weber, Consultant, Assembly Republican Caucus (916-319-3902)
Kirstin Kolpitcke, League of California Cities
Stephen Qualls, League of California Cities

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 7, 2013

The Honorable Senator Lois Wolk
State Capitol, Room 5114
Sacramento, California 95814
Via Facsimile: (916) 323-2304

SUBJECT: SB 33 (Wolk) Infrastructure Financing Districts.
NOTICE OF SUPPORT

Dear Senator Wolk:

The City of Lodi is pleased to support your Infrastructure Financing District (IFD) bill SB 33, as introduced Dec. 3, 2012. Cities throughout the state are facing dire infrastructure challenges such as deteriorated streets and roads and outdated sewer and water systems and SB 33 is a sensible and practical solution.

While IFD law has been on the books for years, its restrictive and confusing requirements have made the tool virtually useless. The improvements SB 33 will make to IFD law will provide cities an opportunity to begin to address critical infrastructure issues. The City of Lodi will be able to address our own local infrastructure needs such as deteriorated water and sewer systems and buckled sidewalks.

For these reasons, the City of Lodi supports SB 33.

Thank you for your ongoing leadership on this critical issue.

Sincerely,



Alan Nakanishi
Mayor

C: Stephen Qualls, League of California Cities

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 7, 2013

The Honorable Ellen Corbett
Member, California State Senate
State Capitol Building, Room 313
Sacramento, California 95814
Via Facsimile: (916) 327-2433

SUBJECT: SB 64 (Corbett) – Proposition 39 Implementation
NOTICE OF SUPPORT

Dear Senator Corbett,

The City of Lodi is pleased to support your SB 64, which would require the California Energy Commission (CEC) to develop and administer programs to provide financial assistance to school districts, cities and counties to install energy efficiency and clean energy technology projects for their facilities.

Proposition 39 calls for its funding to be prioritized to "maximize job creation, energy savings, geographical and economic equity." It provides significant and much-needed public investment.

SB 64 requires the CEC to use existing resources, programs, and expertise to develop and administer energy efficiency programs. Agencies that apply for funds must submit a feasibility study showing cost and energy saving estimates for each project. We believe SB 64 would provide for implementation of Proposition 39 in a way that honors voter intent and maximizes the opportunity to invest broadly in the most cost-effective projects from all public agencies.

For these reasons, the City of Lodi supports SB 64.

Sincerely,



Alan Nakanishi
Mayor

C: Jason Rhine, League of California Cities
Stephen Qualls, League of California Cities



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution of Intent to Vacate Right-of-Way Easement Located at 2223 West Kettleman Lane and Set Public Hearing for July 17, 2013

MEETING DATE: June 5, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution of intent to vacate right-of-way easement located at 2223 West Kettleman Lane and set public hearing for July 17, 2013.

BACKGROUND INFORMATION: Pastor Scott Hubbard, on behalf of Lodi First Nazarene Church, has requested the City abandon an existing access easement on their property located at 2223 West Kettleman Lane, as shown in Exhibit A. The 25-foot wide easement was dedicated to the City in 1971 to reserve a north/south roadway alignment from Kettleman Lane. As development along Tienda Drive progressed, the easement is no longer needed. Abandonment of this easement will not impact current or future traffic circulation.

Staff has determined there are no existing or planned public facilities within the easement, and there is no goal or policy in the General Plan that addresses a need for an easement in this location. Staff concurs with the applicant's request for abandonment.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

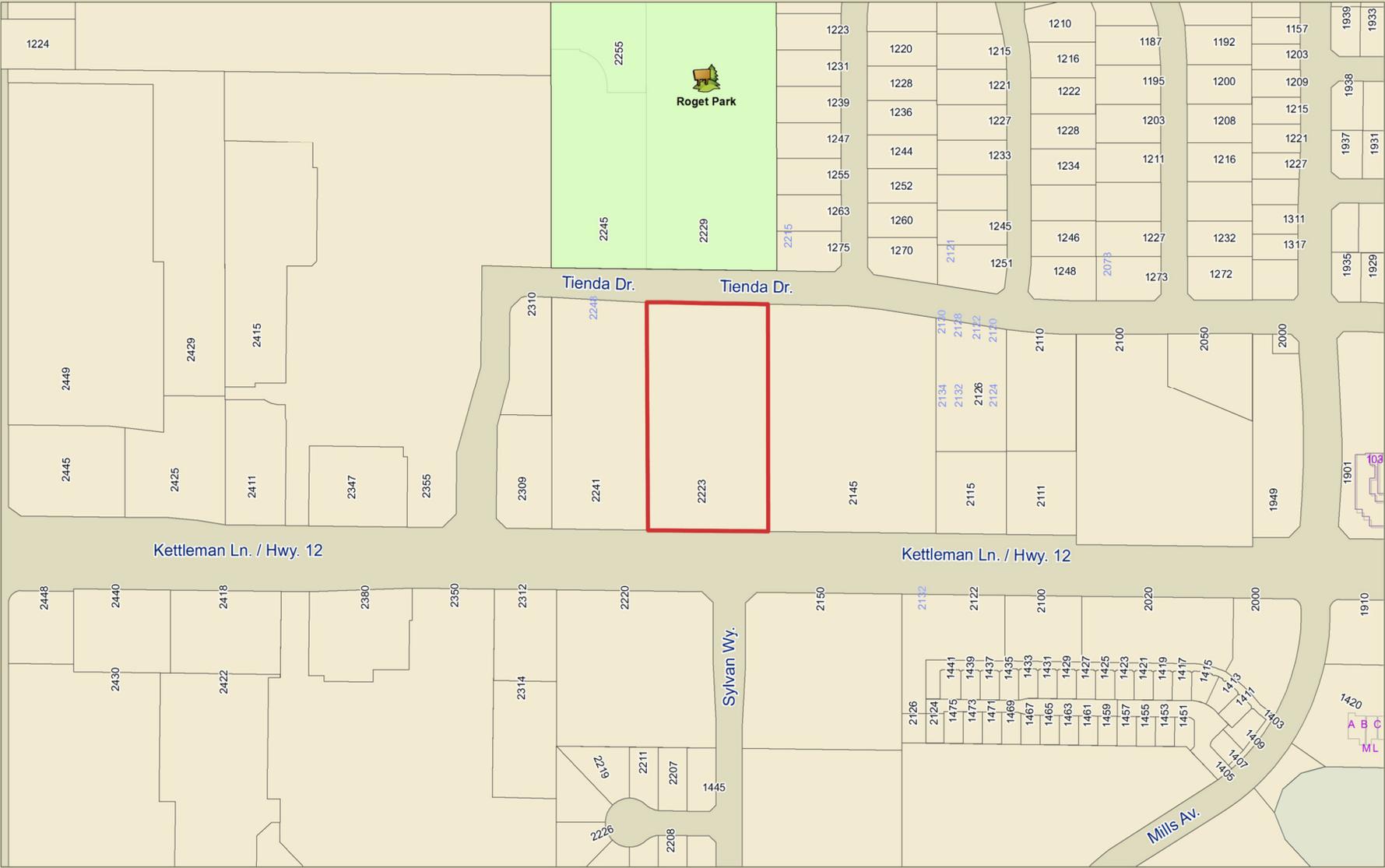
Prepared by Chris Boyer, Assistant Engineer
FWS/CRB/pmf
Attachment

cc: Charlie Swimley, City Engineer / Deputy Public Works Director
Development Services Department

APPROVED: _____
Konradt Bartlam, City Manager



Vicinity Map



Legend

Project Area

Map Scale

1:2,400



Notes



NAD_1983_StatePlane_California_III_FIPS_0403_Feet
© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO VACATE THE RIGHT-OF-WAY EASEMENT LOCATED AT 2223 WEST KETTLEMAN LANE AND TO SET A PUBLIC HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED ABANDONMENT CAN BE HEARD

=====

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

It is the intention of the City Council of the City of Lodi, acting in accordance with the provisions of Section 8300 et seq. of the Streets and Highways Code of the State of California, to vacate the right-of-way easement located at 2223 West Kettleman Lane, as shown on Exhibit A attached hereto and thereby made a part hereof.

Reference is hereby made to a map or plan on file in the office of the City Clerk of the City of Lodi for the particulars as to the proposed vacation.

BE IT FURTHER RESOLVED that this City Council does hereby fix Wednesday, July 17, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where all persons interested in or objecting to this proposed vacation may appear before this City Council and be heard; and

BE IT FURTHER RESOLVED that the Public Works Director shall cause to be posted notices of vacation conspicuously along the line of the portion of street hereinabove described and proposed to be vacated in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

BE IT FURTHER RESOLVED that copies of this resolution shall be published for at least two successive weeks prior to July 17, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: June 5, 2013

=====

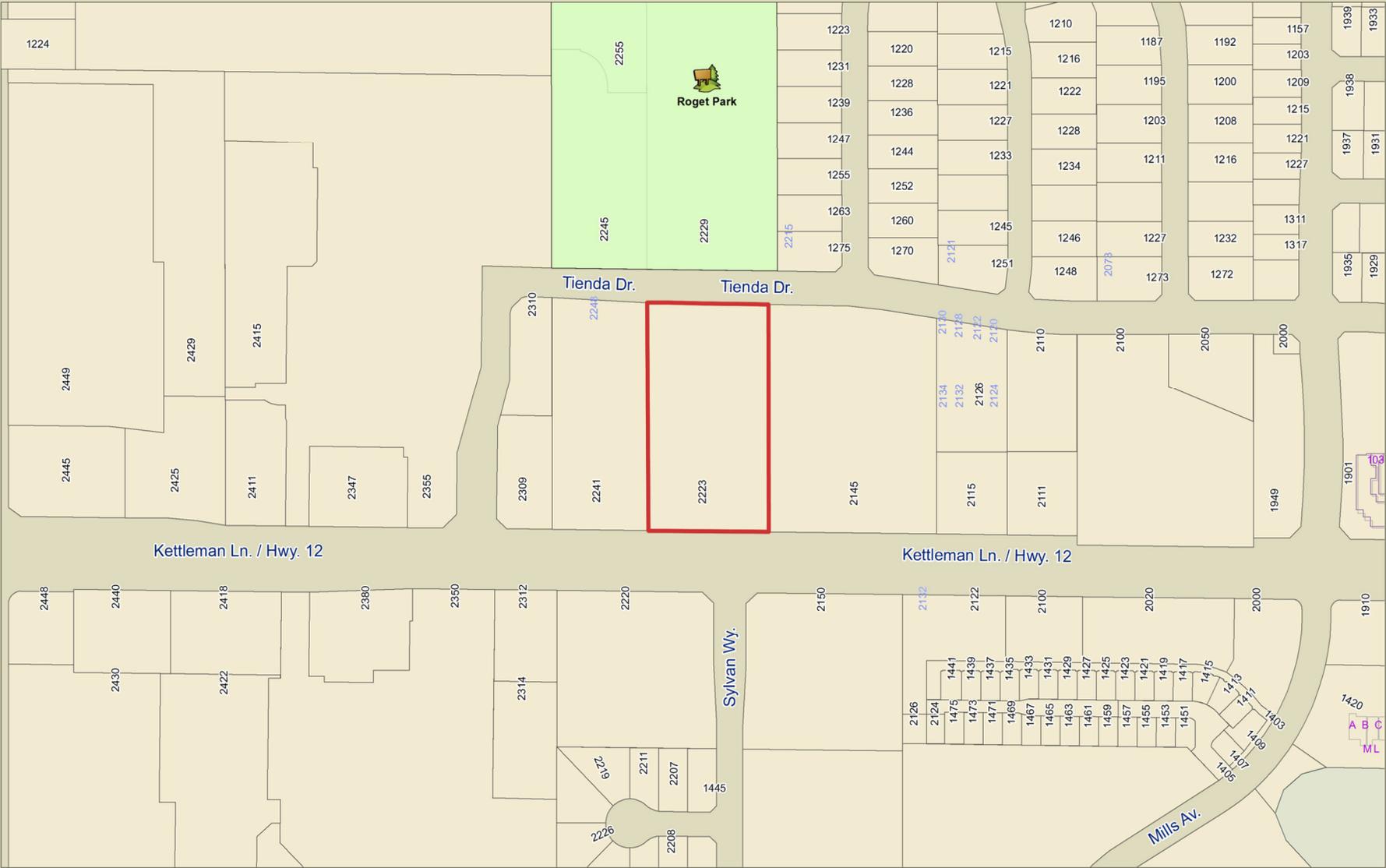
I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

RANDI JOHL
City Clerk



Vicinity Map



Legend

Project Area

Map Scale

1:2,400

Notes



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: Public Hearing to Consider Adopting Resolution Vacating Pedestrian Access Between Holly Drive and Daisy Avenue, East of Ham Lane

MEETING DATE: June 5, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution vacating pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane.

BACKGROUND INFORMATION: The proposed vacation is requested by Mr. Tom Ushing, who resides at 700 Daisy Avenue. The proposed vacation is a 10-foot wide pedestrian access surrounded by four residential properties located at 700 Daisy Avenue, 648 Daisy Avenue, 915 Holly Drive and 909 Holly Drive, as shown on Exhibits A and B.

The pedestrian access was dedicated to the City in 1955 as part of the Bel Air Estates Subdivision and was intended for use by George Washington Elementary School students living north of Holly Drive as a pathway to get to school. Recently, Lodi Unified School District modified the school boundaries so that students residing north of Holly Drive are now within the Lakewood School boundary, as shown on Exhibit C. Public Works staff contacted Lodi Unified School District and received support for the proposed vacation, as reflected in the attached email (Exhibit D).

The request is primarily driven by property owners tired of dealing with increased transient use, graffiti, fights and even motorcycle use. However, the pedestrian access allows access to cross the Union Pacific Railroad tracks without any safety measures for pedestrians. Staff believes the crossing should also be eliminated for public safety.

On July 9, 2012, staff notified the four adjacent property owners in writing of the terms and conditions of the proposed vacation. The property owners will be required to remove the existing fencing, possibly the pavement and replace the fencing at the owners' expense. Three property owners responded with letters stating they would like to participate in the acquisition from the City. The home owners at 700 and 648 Daisy Avenue have both accepted and will receive half (five feet) of the City property. Of the two Holly Drive home owners, only the one at 915 Holly Drive wanted to participate and will therefore receive the entire City property (10 feet) located between 915 and 909 Holly Drive.

No public or private utilities are located within the 10-foot wide pedestrian access. All public and private utility companies have been contacted in writing and have approved the vacation of the pedestrian access.

As Council recalls, street abandonments normally go to the Planning Commission for a determination of whether the abandonment is consistent with the City's General Plan. However, the pathway easement before the Council tonight is considered a limited "Public Service Easement" (Streets and Highways Code Section 8306). Public Service Easements are subject to summary abandonment procedures and need not be referred to the Planning Commission (Streets and Highways Code Section 8333). Because

APPROVED: _____
Konradt Bartlam, City Manager

this abandonment is based on public safety considerations, and because Planning Commission review is not required, staff elected not to take the additional time to pursue Planning Commission consideration.

The property within the proposed vacation is owned in fee by the City and will not automatically revert to the adjacent property owners upon vacation. The owners wish to acquire the vacated right-of-way to remedy the public safety issue referenced above. The cost to the property owners for the improvements to remove the existing fencing and concrete and install new fencing is close enough to the value of the property being vacated, particularly since the property would have little value on the open market. Staff feels that the owners' request is reasonable and is similar to past practice whereby street improvements have been exchanged for right-of-way dedications.

Staff recommends City Council authorize the City Manager to execute an agreement with the property owner for the exchange of the surplus right-of-way for the removal of the existing fencing and concrete and installation of new fencing, in conformance with City standards and to the approval of the Public Works Department.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Associate Engineer

FWS/CRB/pmf

Attachments

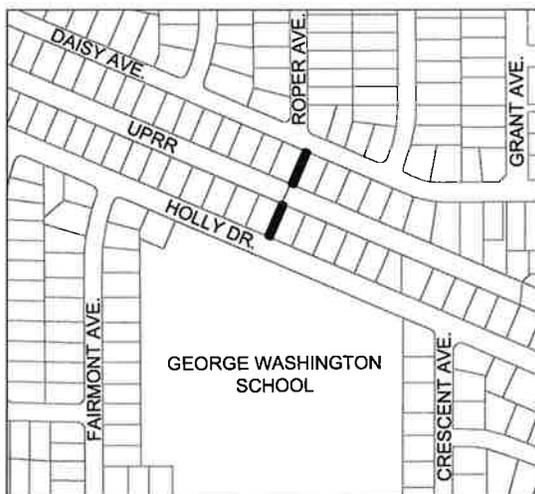
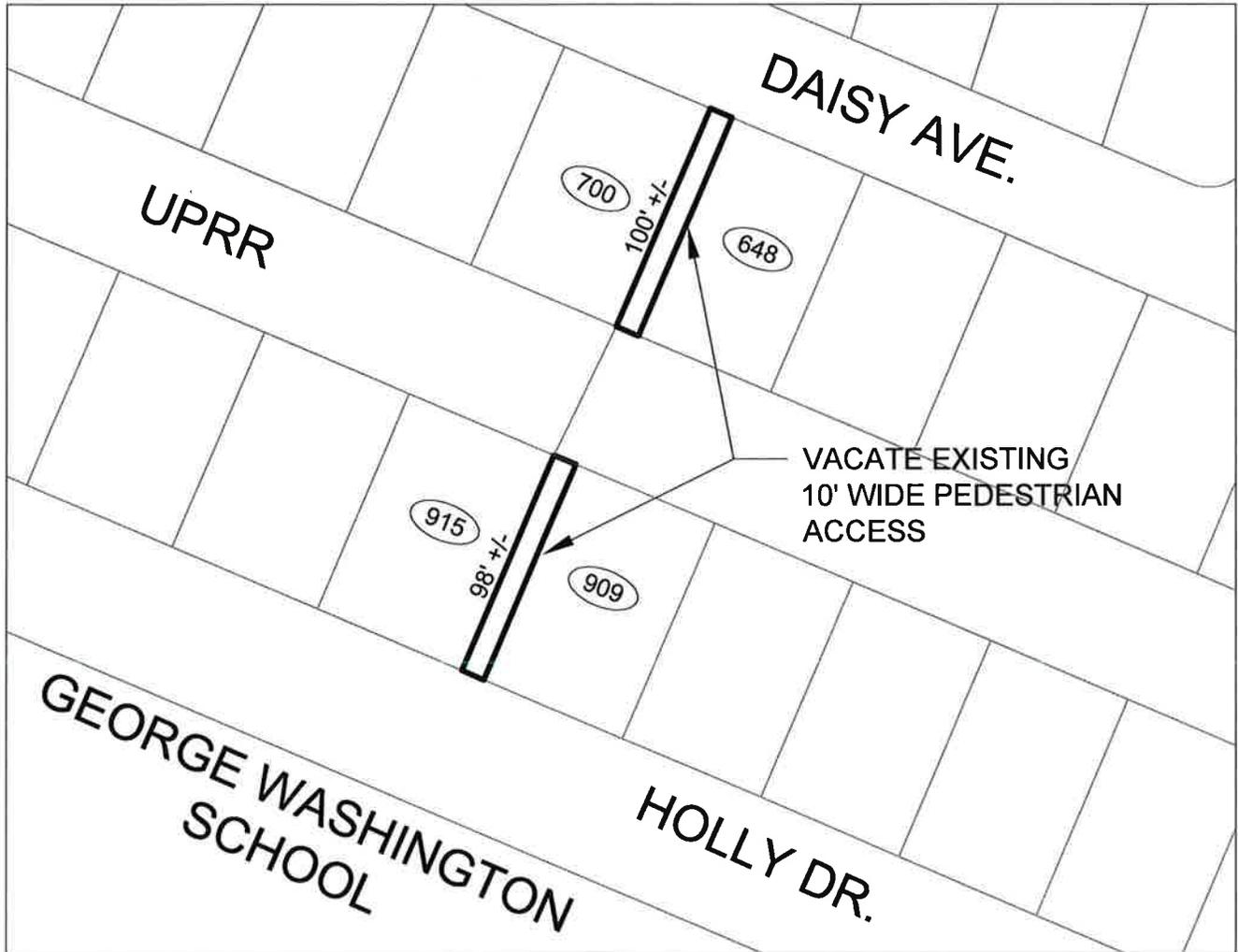
cc: Charlie Swimley, City Engineer/Deputy Public Works Director
Denise Wiman, Senior Engineering Technician



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A DAISY AVE AND HOLLY DR VACATE PEDESTRIAN ACCESS



VICINITY MAP



N.T.S.

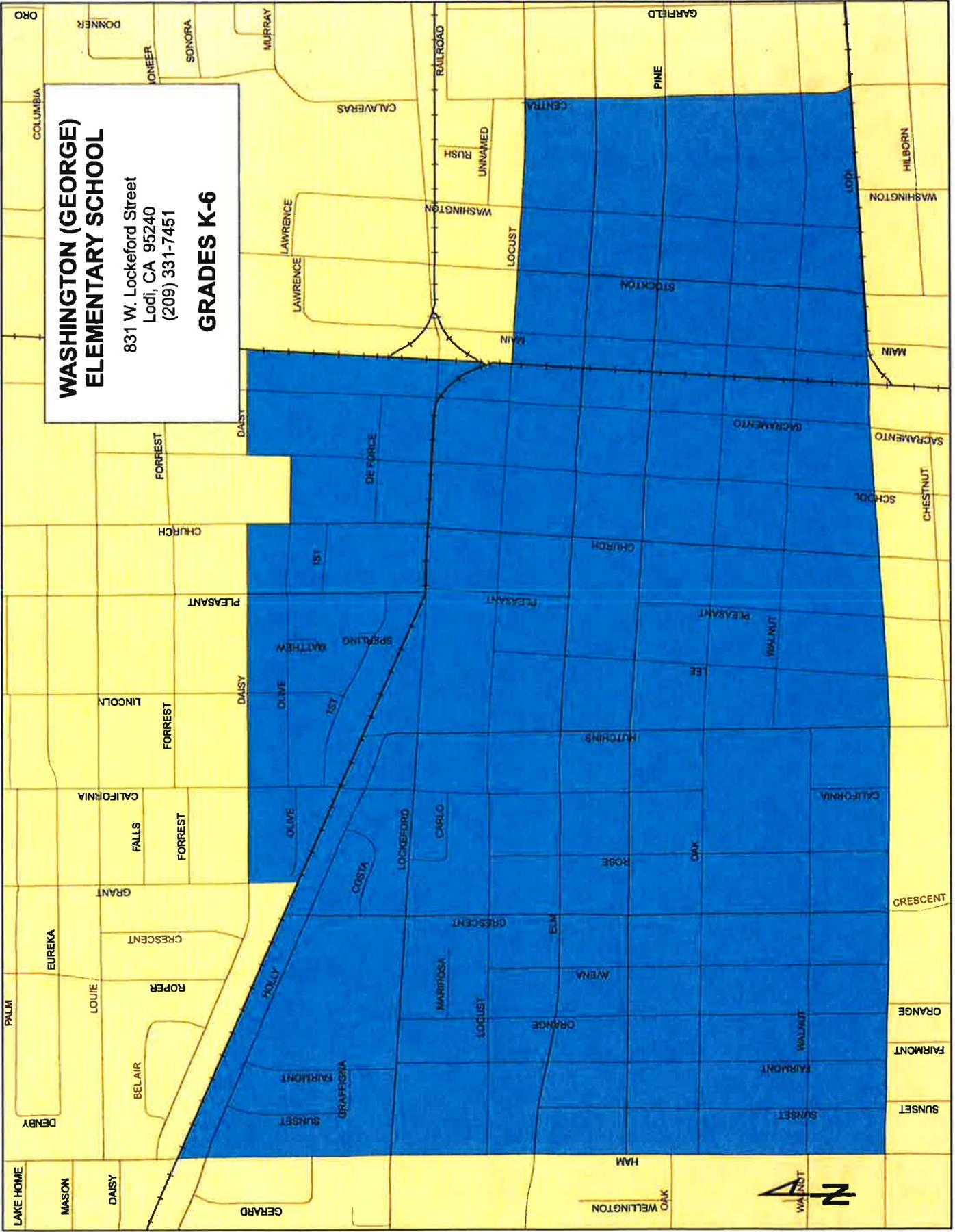


PROPOSED "WALKWAY" EASEMENT ABANDONMENT

Legend

 "Walkway" alley to be abandoned





Chris Boyer

From: Vickie Brum (Facility Planning) [vbrum@lodi.usd.net]
Sent: Monday, December 12, 2011 09:01 AM
To: Chris Boyer
Subject: Walkway Easement Abandonment

Follow Up Flag: Follow up
Flag Status: Flagged

Chris,
The District supports the City of Lodi quest to abandon the walkway easement off Daisy Avenue.
Let me know what you need the District to do to make this happen.
Sincerely,

*Vickie Brum
Planning Analyst II
Facilities and Planning
PHONE: 209.331.7223
FAX: 209.331.7229
EMAIL: vbrum@lodi.usd.net*

WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

AGREEMENT FOR THE ACQUISITION OF VACATED RIGHT-OF-WAY

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and CAROLINE L. LONG, Trustee of The Caroline L. Long Trust, hereinafter referred to as "Owner".

RECITALS:

City is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, depicted in Exhibit A attached hereto and incorporated herein by this reference and described as follows:

See Exhibit A

WHEREAS, the City has adopted Resolution of Vacation (Resolution No. _____ attached as Exhibit B) to vacate a 10-foot pedestrian access grant deed lying adjacent to Owner's parcel at 915 Holly Drive (APN 037-110-05); and

WHEREAS, the existing Public Service Easement is no longer used by the Lodi Unified School District; and

WHEREAS, the existing Public Service Easement contains no public or private utilities; and

WHEREAS, Owner wishes to acquire the vacated 10-foot pedestrian access to stop pedestrian access between Daisy Avenue and Holly Drive;

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. Owner agrees to remove and replace, at Owner's expense, the existing 10-foot pedestrian access with a fence along the new property line. The fence fronting the Union Pacific Railroad property shall be installed within 90 days of the execution of said agreement. Owner further agrees to remove the existing public improvements at its expense.
2. City agrees to present owner with a grant deed for the vacated pedestrian access in exchange for the above specified improvements.
3. Owner agrees to save, defend, indemnify and hold harmless the City, its officers, agents and employees, from liability of any nature whatsoever arising from Owner's use or occupation of the pedestrian access right-of-way.
4. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.

5. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
6. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.
7. This agreement shall be recorded in the office of the San Joaquin County Recorder, P. O. Box 1968, Stockton, California, 95201-1968.

IN WITNESS WHEREOF, Owner and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

CAROLINE L. LONG

_____ Date

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Konradt Bartlam, City Manager

_____ Date

ATTEST:

_____ Randi Johl, City Clerk

_____ Date

APPROVED AS TO FORM:

_____ D. Stephen Schwabauer, City Attorney

DEED: 10' strip in vic. of Bel Air No. 2,
Lt. 19 and Holly Dr.

FROM: Max D. Stone, Bel Air Estates

DATED: February 4, 1958

RECORDED: February 13, 1958, Book 2042
page 214, Instr. No. 5680

ENCLOSURES:

1. Deed
2. Letter of Agreement

037-11

CITY OF LODI
CITY HALL, 221 W. PINE ST.
LODI, CALIFORNIA 95240

FEB 13 1958

THIS INDENTURE, made this 4th day of February, 1958, BETWEEN BEL AIR ESTATES, INC.

the part.Y. of the first part and the CITY OF LODI, a municipal corporation of the State of California, the party of the second part:

WITNESSETH, that the said party.. of the first part for value received, do hereby GRANT unto the said party of the second part and to its successors in governmental functions forever, all the certain lot....., piece....., or parcel..... of land situate, lying and being in the

County of San Joaquin, State of California, and bounded and particularly described as follows:

A strip of land Ten (10) feet in width being more particularly described as follows:

Beginning at the Southeast corner of Lot 19, Bel Air Estates Unit 2, as filed for record December 28, 1955 in Vol. 14, page 79, Book of Maps and Plats, San Joaquin County Records; thence North 67°18' West along the South line of said Lot 19 and the North line of the Southern Pacific Railroad Company right of way 20.19 feet; thence South 22°42' West 60 feet to a point on the South line of the Southern Pacific Railroad Company right of way and the true point of beginning; thence South 22°42' West 95 feet to a point on the North line of Holly Drive; thence North 67°18' West along the North line of Holly Drive and parallel to the South line of the Southern Pacific Railroad Company right of way 10 feet; thence North 22°42' East 95 feet to a point on the South line of the Southern Pacific Railroad Company right of way; thence South 67°18' East along the South line of the Southern Pacific Railroad Company right of way 10 feet to the true point of beginning.

Description approved:

JW Chapman Asst City Engr

Dated: Feb. 4, 1958

BEL AIR ESTATES, INC.

By: Max D. Stone PRES.

STATE OF CALIFORNIA, COUNTY OF San Joaquin

SS.

5680

ON THIS 4th day of February, 1958, before me, Delpha Mooberry

a Notary Public in and for said County and State, personally appeared Max D. Stone, known to me to be the President, and Secretary of the

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS, my hand and official seal.

Delpha Mooberry Notary Public in and for said County and State.

WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

AGREEMENT FOR THE ACQUISITION OF VACATED RIGHT-OF-WAY

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and AUDRIE E. FUGATE, Trustee of the AUDRIE E. FUGATE REVOCABLE LIVING TRUST, hereinafter referred to as "Owner".

RECITALS:

City is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, depicted in Exhibit A attached hereto and incorporated herein by this reference and described as follows:

See Exhibit A

WHEREAS, the City has adopted Resolution of Vacation (Resolution No. _____ attached as Exhibit B) to vacate a 5-foot pedestrian access grant deed lying adjacent to Owner's parcel at 648 Daisy Avenue (APN 039-190-19); and

WHEREAS, the existing Public Service Easement is no longer used by the Lodi Unified School District; and

WHEREAS, the existing Public Service Easement contains no public or private utilities; and

WHEREAS, Owner wishes to acquire the vacated 5-foot pedestrian access to stop pedestrian access between Daisy Avenue and Holly Drive;

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. Owner agrees to remove and replace, at Owner's expense, the existing 5-foot pedestrian access with a fence along the new property line. The fence fronting the Union Pacific Railroad property shall be installed within 90 days of the execution of said agreement. Owner further agrees to remove the existing public improvements at its expense.
2. City agrees to present owner with a grant deed for the vacated pedestrian access in exchange for the above specified improvements.
3. Owner agrees to save, defend, indemnify and hold harmless the City, its officers, agents and employees, from liability of any nature whatsoever arising from Owner's use or occupation of the pedestrian access right-of-way.
4. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.

5. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
6. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.
7. This agreement shall be recorded in the office of the San Joaquin County Recorder, P. O. Box 1968, Stockton, California, 95201-1968.

IN WITNESS WHEREOF, Owner and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

AUDRIE E. FUGATE

_____ Date

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Konradt Bartlam, City Manager

_____ Date

ATTEST:

_____ Randi Johl, City Clerk

_____ Date

APPROVED AS TO FORM:

_____ D. Stephen Schwabauer, City Attorney

039-18

File No.

DEED

COMPARED

97.1
549

TO
CITY OF LODI
(A Municipal Corporation)

Dated 19.....

RECORDED AT THE REQUEST OF

CITY OF LODI

FEB 13 1958, A. D., 19~~58~~

at min. past o'clock

A. M., in Vol. OFFICIAL RECORDS

of BOOK 2042 PAGE 218

SAN JOAQUIN

County Records.

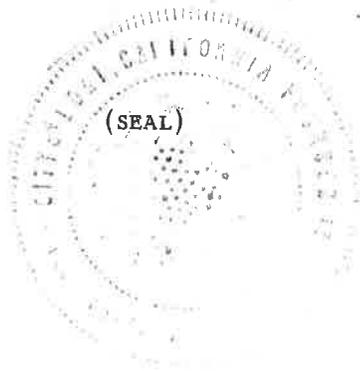
Martha H. Oehler
Recorder

By F. Faszer
Deputy-Recorder

This is to certify that the interest in real property conveyed by the Deed or Grant dated January 30, 1958 from John Faszer and Emma Faszer

to the City of Lodi, a political corporation, is hereby accepted by the undersigned pursuant to order of the City Council adopted on September 18, 1957, a certified copy of which Resolution was recorded on September 20, 1957, in Volume 2002, Page 283, Official Records of San Joaquin County, and the Grantee consents to recordation thereof by its duly authorized agent.

DATED: February 6, 1958



Beatrice G. Gould

THIS INDENTURE, made this 30th day of January, 1958.
BETWEEN JOHN FASZER and EMMA FASZER

the part... of the first part and the CITY OF LODI, a municipal corporation of the State of California, the party of the second part:

WITNESSETH, that the said part... of the first part for value received, do hereby GRANT unto the said party of the second part and to its successors in governmental functions forever, all the certain lot....., piece....., or parcel..... of land situate, lying and being in the

County of San Joaquin, State of California, and bounded and particularly described as follows:

A strip of land Five (5) feet in width being more particularly described as follows:

Beginning at the Southeast corner of Lot 19, Bel Air Estates Unit 2, as filed for record December 28, 1955, in Vol. 14, page 79, Book of Maps and Plats, San Joaquin County Records; thence North 67°18' West along the South line of said Lot 19 and the North line of the Southern Pacific Railroad Company right of way 20.19 feet to the true point of beginning; thence North 22°42' East 100 feet to a point on the South line of Daisey Avenue in Alshire Park as filed for record June 28, 1955, in Vol. 14, page 60, Book of Maps and Plats, San Joaquin County Records; thence Northwesterly along the South line of said Daisey Avenue 5 feet; thence South 22°42' West 100 feet to a point on the South line of said Lot 19, and the North line of the Southern Pacific Railroad Company right of way; thence South 67°18' East 5 feet to the true point of beginning.

Description approved:

J. Chapman
City Engineer

Dated: Jan. 30, 1958

John Fasz
Emma Fasz

STATE OF CALIFORNIA, }
County of San Joaquin. } ss.

On FEBRUARY 3, 1958

before me, HAROLD F. BRODERICK, a Notary Public in and for said County and State, personally appeared JOHN FASZER AND EMMA FASZER

known to me to be the person^s whose name ^s..... subscribed to the within instrument and acknowledged that they..... executed the same.

(Seal) *Harold F. Broderick*
Notary Public

My Commission expires: JULY 30, 1961

When recorded, please mail this instrument to City Clerk, City Hall, Lodi, California.

RECORDING DATA

WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

AGREEMENT FOR THE ACQUISITION OF VACATED RIGHT-OF-WAY

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and THOMAS J. USHING AND LYNDA USHING, husband and wife, as Joint Tenants, hereinafter referred to as "Owner".

RECITALS:

City is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, depicted in Exhibit A attached hereto and incorporated herein by this reference and described as follows:

See Exhibit A

WHEREAS, the City has adopted Resolution of Vacation (Resolution No. _____ attached as Exhibit B) to vacate a 5-foot pedestrian access grant deed lying adjacent to Owner's parcel at 700 Daisy Avenue (APN 039-183-19); and

WHEREAS, the existing Public Service Easement is no longer used by the Lodi Unified School District; and

WHEREAS, the existing Public Service Easement contains no public or private utilities; and

WHEREAS, Owner wishes to acquire the vacated 5-foot pedestrian access to stop pedestrian access between Daisy Avenue and Holly Drive;

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. Owner agrees to remove and replace, at Owner's expense, the existing 5-foot pedestrian access with a fence along the new property line. The fence fronting the Union Pacific Railroad property shall be installed within 90 days of the execution of said agreement. Owner further agrees to remove the existing public improvements at its expense.
2. City agrees to present owner with a grant deed for the vacated pedestrian access in exchange for the above specified improvements.
3. Owner agrees to save, defend, indemnify and hold harmless the City, its officers, agents and employees, from liability of any nature whatsoever arising from Owner's use or occupation of the pedestrian access right-of-way.
4. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.

5. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
6. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.
7. This agreement shall be recorded in the office of the San Joaquin County Recorder, P. O. Box 1968, Stockton, California, 95201-1968.

IN WITNESS WHEREOF, Owner and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

THOMAS J. USING

Date

LYNDA USHING

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Konradt Bartlam, City Manager

Date

ATTEST:

Randi Johl, City Clerk

Date

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney

THIS INDENTURE, made this 4th day of February, 1958
BETWEEN LODI CONSTRUCTION COMPANY, INC.

the part.Y. of the first part and the CITY OF LODI, a municipal corporation of the State of California, the party of the second part:

WITNESSETH, that the said part.Y. of the first part for value received, do hereby GRANT unto the said party of the second part and to its successors in governmental functions forever, all the certain lot....., piece....., or parcel..... of land situate, lying and being in the

County of San Joaquin, State of California, and bounded and particularly described as follows:

A strip of land Five (5) feet in width being more particularly described as follows:

Beginning at the Southeast corner of Lot 19, Bel Air Estates Unit 2, as filed for record December 28, 1955 in Vol. 14, page 79, Book of Maps and Plats, San Joaquin County Records; thence North 67°18' West along the South line of said Lot 19 and the North line of the Southern Pacific Railroad Company right of way 25.19 feet to the true point of beginning; thence North 22°42' East 100 feet to a point on the South line of Daisey Avenue in Alshire Park, as filed for record June 28, 1955 in Vol. 14, page 60, Book of Maps and Plats, San Joaquin County Records; thence Northwesterly along the South line of said Daisey Avenue 5 feet; thence South 22°42' West 100 feet to a point on the South line of said Lot 19, and the North line of the Southern Pacific Railroad right of way; thence South 67°18' East 5 feet to the true point of beginning.

Description approved:

JW Chapman Asst City Eng

Dated: Feb. 4, 1958

LODI CONSTRUCTION COMPANY, INC.
By: *Max D. Stone*
President



STATE OF CALIFORNIA, }
County of San Joaquin. } ss.
On
before me,, a Notary
Public in and for said County and State, personally
COUNTY OF San Joaquin]

When recorded, please mail this instrument to
City Clerk, City Hall, Lodi, California.

RECORDING DATA

ON THIS 4th day of February, 1958, before me,
Delpha Mooberry

a Notary Public in and for said County and State, personally appeared
Max D. Stone, known to me to be the
.....President, and....., known to me to be the
.....Secretary of the.....

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS, my hand and official seal.

Delpha Mooberry
Notary Public in and for said County and State.

When Recorded, Please Return to:
Lodi City Clerk
P.O. Box 3006
Lodi, CA 95241-1910

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SUMMARILY VACATING AND ABANDONING
PEDESTRIAN ACCESS BETWEEN HOLLY DRIVE
AND DAISY AVENUE, EAST OF HAM LANE

=====

WHEREAS, a pedestrian access was dedicated to the City in 1955 as part of the Bel Air Estates Subdivision and was intended for use by George Washington Elementary School students living north of Holly Drive as a pathway to get to school. Recently, Lodi Unified School District modified the school boundaries so that students residing north of Holly Drive are now within the Lakewood School boundary; and

WHEREAS, the vacation is a 10-foot wide pedestrian access surrounded by four residential properties located at 700 Daisy Avenue, 648 Daisy Avenue, 915 Holly Drive and 909 Holly Drive, as shown on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the vacation request by Mr. Tom Ushing, who resides at 700 Daisy Avenue, is primarily driven by property owners tired of dealing with increased transient use, graffiti, fights and motorcycle use and staff believes the crossing should be eliminated to protect public safety; and

WHEREAS, on July 9, 2012, staff notified the four adjacent property owners in writing of the terms and conditions of the proposed vacation. The home owners at 700 and 648 Daisy Avenue have both accepted and will receive half (five feet) of the City property. Only the owner at 915 Holly Drive wanted to participate and will therefore receive the entire City property (10 feet) located between 915 and 909 Holly Drive; and

WHEREAS, no public or private utilities are located within the 10-foot wide pedestrian access. All public and private utility companies and Lodi Unified School District have been contacted in writing and have approved the vacation of the pedestrian access without further comment or conditions; and

WHEREAS, the pathway easement is considered a limited "Public Service Easement" (Streets and Highways Code Section 8306) and is subject to summary abandonment procedures and need not be referred to the Planning Commission (Streets and Highways Code Section 8333); and

WHEREAS, the City owns the property in fee and a mere abandonment will not transfer title to the adjacent property owners; and

WHEREAS, the City has a past practice of trading right of way improvements for minimally valued adjacent right of way.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council finds and declares as follows:

1. The above recitals are true and correct.
2. The pathway easement is considered a limited "Public Service Easement" (Streets and Highways Code Section 8306) and is subject to summary abandonment procedures and need not be referred to the Planning Commission (Streets and Highways Code Section 8333).
3. The 10-foot wide pedestrian access surrounded by four residential properties located at 700 Daisy Avenue, 648 Daisy Avenue, 915 Holly Drive and 909 Holly Drive, as shown on Exhibit A attached hereto and incorporated herein, is summarily vacated as of the date of recordation of this Resolution and from and after that date no longer constitutes a public service easement.
4. The property owners at 700 and 648 Daisy Avenue and 915 Holly Drive will be required to remove the existing fencing, possibly the pavement and replace the fencing at the owners' expense.
5. The City Clerk is hereby authorized and instructed to record this Resolution pursuant to Streets and Highways Code Section 8336 without referral to the Planning Commission.
6. The City Manager is hereby authorized to execute the agreement with the property owners to exchange right of way for demolition of public improvements.

Dated: June 5, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

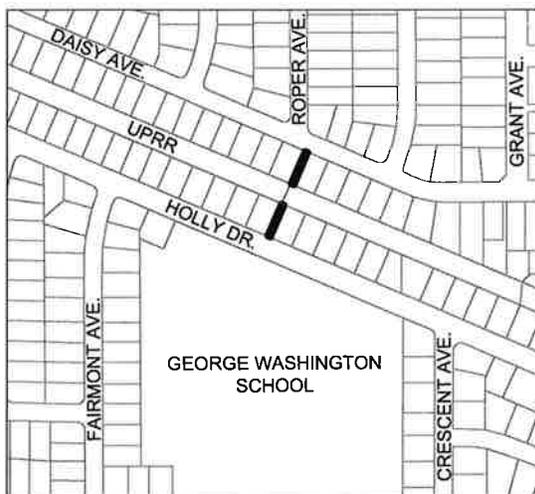
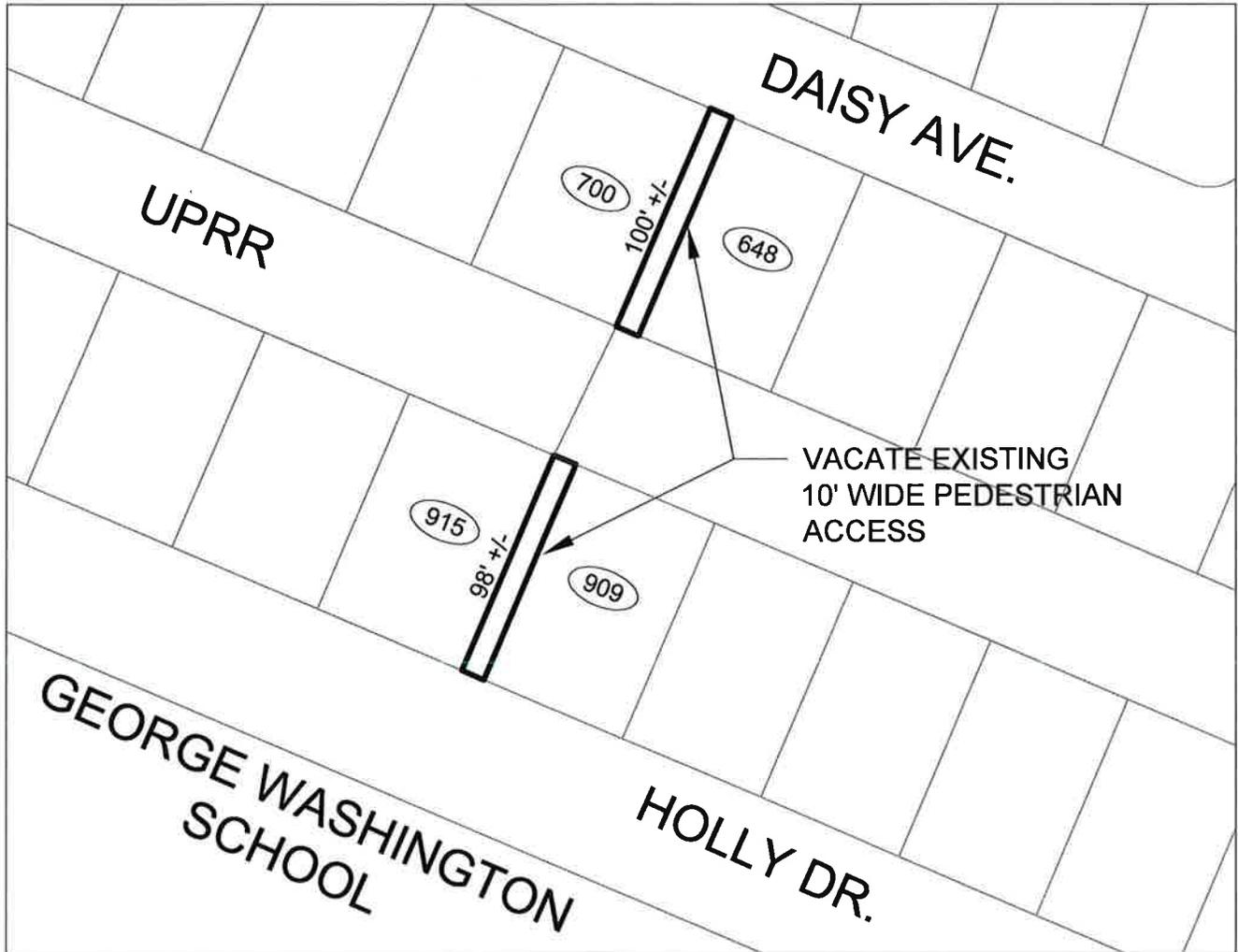
RANDI JOHL
City Clerk



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A DAISY AVE AND HOLLY DR VACATE PEDESTRIAN ACCESS



VICINITY MAP



N.T.S.



MEMORANDUM
Office of the Lodi City Clerk

TO: Public Works Director

FROM: Randi Johl
City Clerk *RJ*

DATE: May 2, 2013

SUBJECT: RESOLUTION OF INTENTION TO VACATE THE PEDESTRIAN
ACCESS BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF
HAM LANE

Please be advised that the City Council, at its meeting of May 1, 2013, adopted the attached resolution declaring its intention to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, and set the matter for public hearing on June 5, 2013.

Pursuant to law, the Public Works Department is required to post at least three copies of the subject resolution and map in the area to be abandoned at least 15 days prior to the Public Hearing. Upon completion of the posting, please forward a copy of the Affidavit of Posting to me for our records.

Please contact me should you have any questions.

RJ/jmr

Attachment



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

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

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION OF INTENTION
TO VACATE THE PEDESTRIAN ACCESS BETWEEN HOLLY
DRIVE AND DAISY AVENUE, EAST OF HAM LANE**

**PUBLISH DATE: SATURDAY, MAY 4, 2013
SATURDAY, MAY 11, 2013**

LEGAL AD

TEAR SHEETS WANTED: One (1) please

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

DATED: THURSDAY, MAY 2, 2013

**ORDERED BY: RANDI JOHL
CITY CLERK**


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

**MARIA DITMORE
ADMINISTRATIVE CLERK**

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

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

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2013-81

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO VACATE THE PEDESTRIAN ACCESS BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF HAM LANE, AND TO SET A PUBLIC HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED ABANDONMENT CAN BE HEARD

=====

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

It is the intention of the City Council of the City of Lodi, acting in accordance with the provisions of Section 8300 et seq. of the Streets and Highways Code of the State of California, to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, as shown on Exhibit A, which is on file in the City Clerk's Office.

Reference is hereby made to a map or plan on file in the office of the City Clerk of the City of Lodi for the particulars as to the proposed vacation.

BE IT FURTHER RESOLVED that this City Council does hereby fix Wednesday, **June 5, 2013, at the hour of 7:00 p.m.**, in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where all persons interested in or objecting to this proposed vacation may appear before this City Council and be heard; and

BE IT FURTHER RESOLVED that the Public Works Director shall cause to be posted notices of vacation conspicuously along the line of the portion of street hereinabove described and proposed to be vacated in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

BE IT FURTHER RESOLVED that copies of this resolution shall be published for at least two successive weeks prior to June 5, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-81 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

RANDI JOHL
City Clerk



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER RESOLUTION OF INTENTION TO VACATE THE PEDESTRIAN ACCESS BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF HAM LANE

On Thursday, May 2, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider Resolution of Intention to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane (attached and marked as Exhibit A) was posted at the following locations:

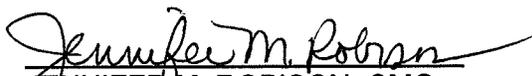
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

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

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

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

NOTICE OF PUBLIC HEARING

EXHIBIT A

RESOLUTION NO. 2013-81

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO VACATE THE PEDESTRIAN ACCESS BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF HAM LANE, AND TO SET A PUBLIC HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED ABANDONMENT CAN BE HEARD

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

It is the intention of the City Council of the City of Lodi, acting in accordance with the provisions of Section 8300 et seq. of the Streets and Highways Code of the State of California, to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, as shown on Exhibit A attached hereto and thereby made a part hereof.

Reference is hereby made to a map or plan on file in the office of the City Clerk of the City of Lodi for the particulars as to the proposed vacation.

BE IT FURTHER RESOLVED that this City Council does hereby fix Wednesday, **June 5, 2013, at the hour of 7:00 p.m.**, in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where all persons interested in or objecting to this proposed vacation may appear before this City Council and be heard; and

BE IT FURTHER RESOLVED that the Public Works Director shall cause to be posted notices of vacation conspicuously along the line of the portion of street hereinabove described and proposed to be vacated in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

BE IT FURTHER RESOLVED that copies of this resolution shall be published for at least two successive weeks prior to June 5, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-81 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

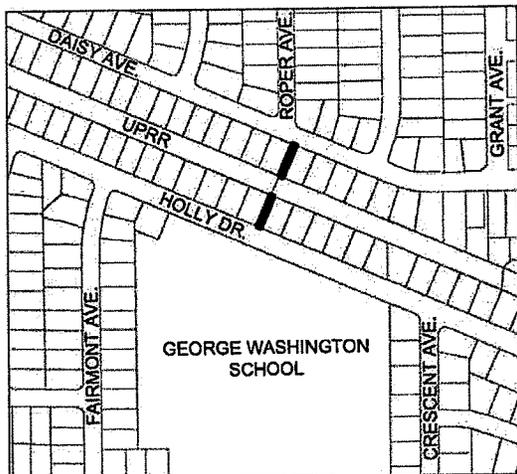
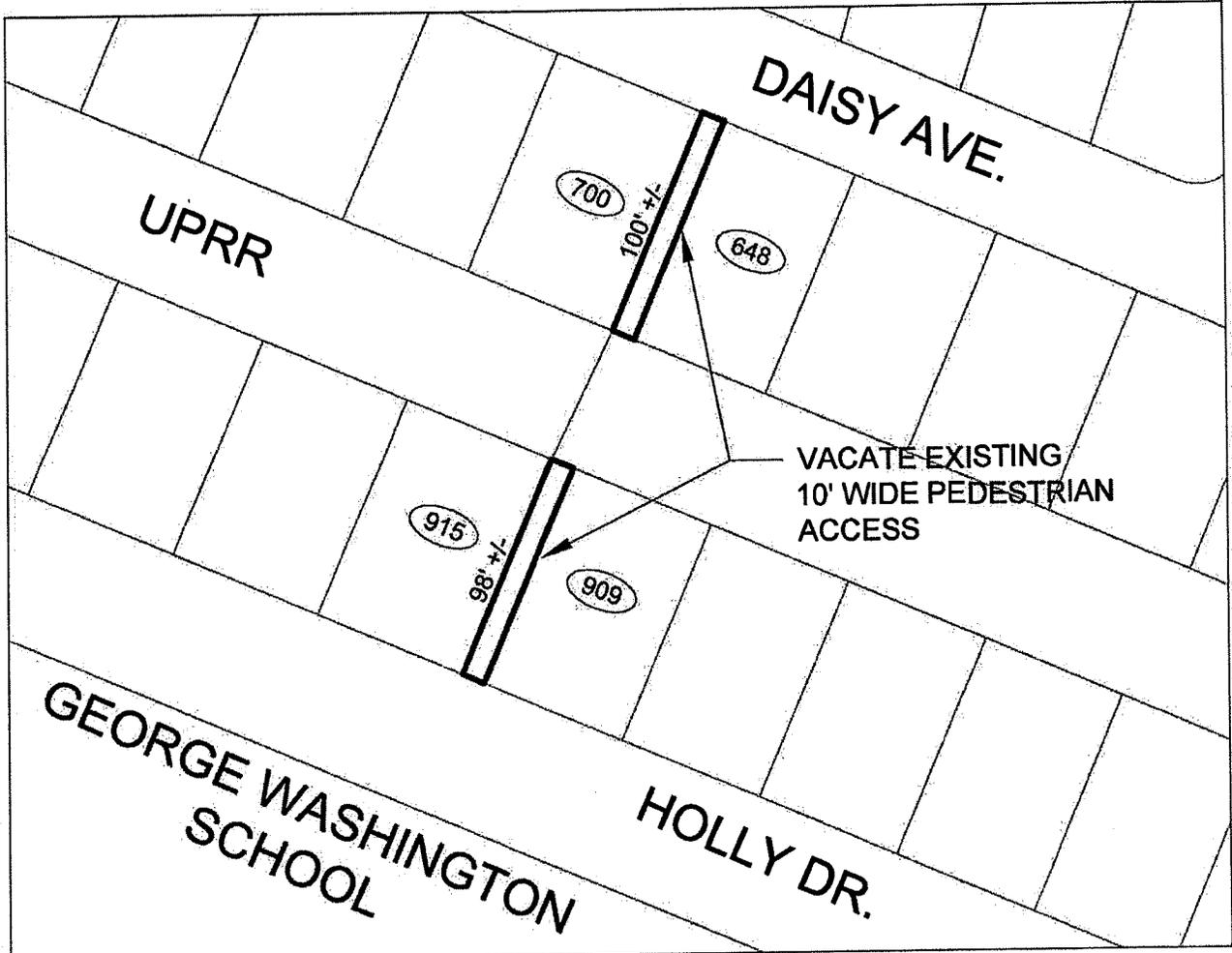

RANDI JOHL
City Clerk



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A DAISY AVE AND HOLLY DR VACATE PEDESTRIAN ACCESS



VICINITY MAP



N.T.S.



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER RESOLUTION OF INTENTION TO VACATE THE PEDESTRIAN ACCESS BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF HAM LANE

On Thursday, May 2, 2013, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing Notice of Public Hearing to consider Resolution of Intention to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

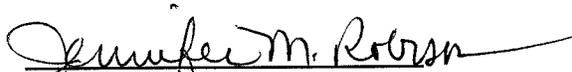
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

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

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

ORDERED BY:

**RANDI JOHL
CITY CLERK, CITY OF LODI**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

EXHIBIT A

May 2, 2013

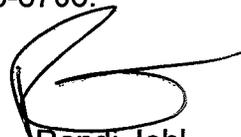
TO: Interested Parties

VACATION: INTENTION TO VACATE THE PEDESTRIAN ACCESS BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF HAM LANE

This is to inform you that the City Council, at its regular meeting on May 1, 2013, adopted a Resolution of Intention to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, and set a public hearing for June 5, 2013.

Enclosed for your information is a copy of the resolution along with a map of the area to be abandoned.

Should you have questions regarding the abandonment, please contact the Public Works Department at (209) 333-6706.



Randi Johl
City Clerk

RJ/jmr

Enclosure

cc: Public Works Director

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2013-81

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO VACATE THE PEDESTRIAN ACCESS BETWEEN HOLLY DRIVE AND DAISY AVENUE, EAST OF HAM LANE, AND TO SET A PUBLIC HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED ABANDONMENT CAN BE HEARD

=====

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

It is the intention of the City Council of the City of Lodi, acting in accordance with the provisions of Section 8300 et seq. of the Streets and Highways Code of the State of California, to vacate the pedestrian access between Holly Drive and Daisy Avenue, east of Ham Lane, as shown on Exhibit A attached hereto and thereby made a part hereof.

Reference is hereby made to a map or plan on file in the office of the City Clerk of the City of Lodi for the particulars as to the proposed vacation.

BE IT FURTHER RESOLVED that this City Council does hereby fix Wednesday, June 5, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where all persons interested in or objecting to this proposed vacation may appear before this City Council and be heard; and

BE IT FURTHER RESOLVED that the Public Works Director shall cause to be posted notices of vacation conspicuously along the line of the portion of street hereinabove described and proposed to be vacated in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

BE IT FURTHER RESOLVED that copies of this resolution shall be published for at least two successive weeks prior to June 5, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-81 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

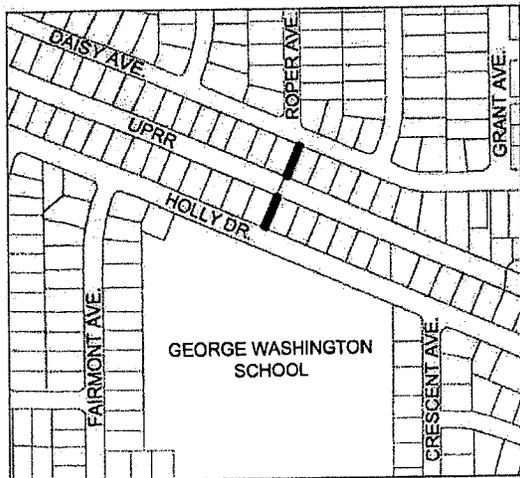
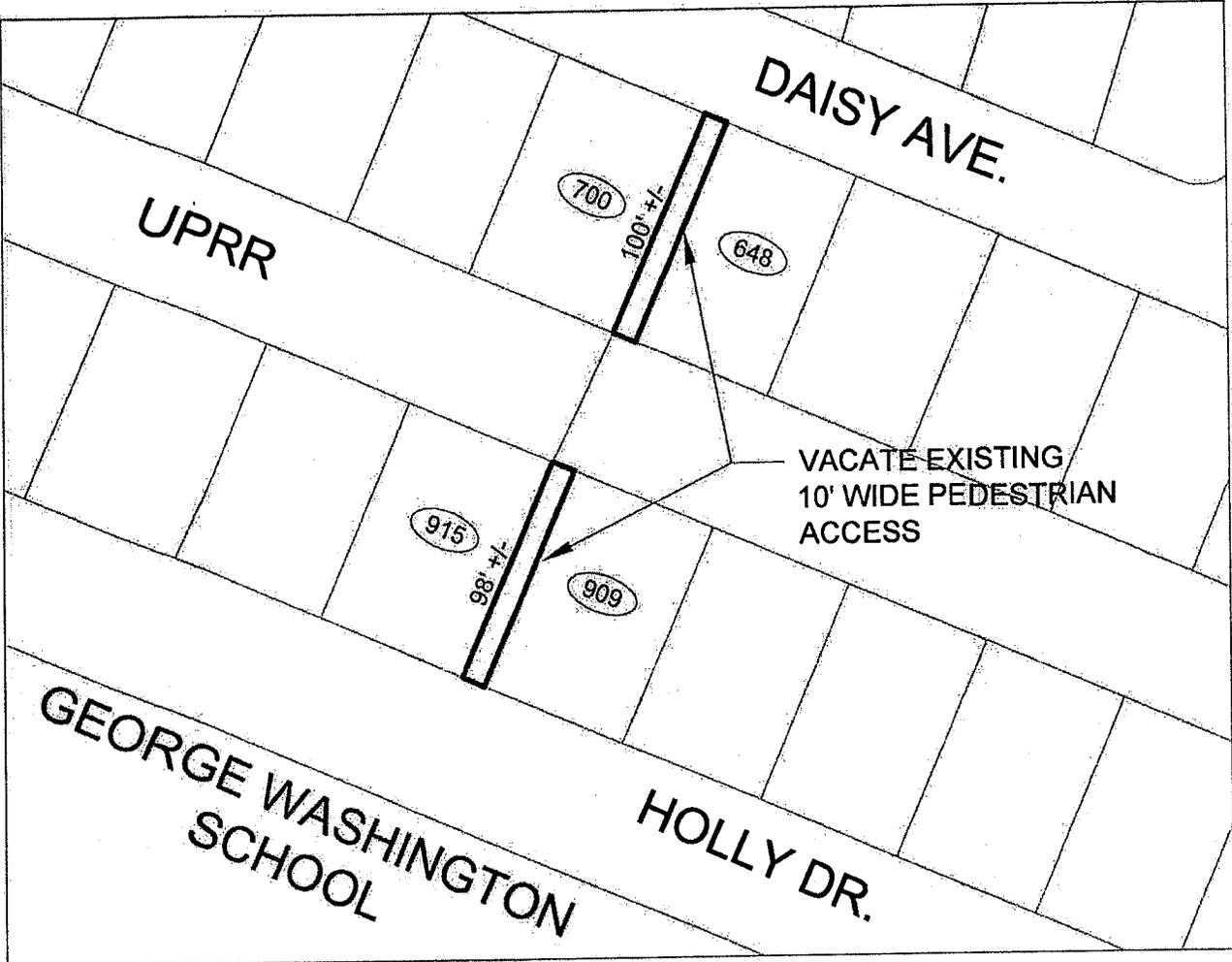

RANDI JOHL
City Clerk



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A DAISY AVE AND HOLLY DR VACATE PEDESTRIAN ACCESS



VICINITY MAP



N.T.S.

**VACATION / ABANDONMENT
MAILING LIST**

RESOLUTION OF INTENTION (Setting Public Hearing)

Certified copy w/cover letter to:

PG&E
12 W. Pine Street
Lodi, CA 95240

AT&T
6505 Tam O Shanter Drive
Stockton, CA 95210

AT&T California
Attn: Engineering/Public Works Dept.
2300 E. Eight Mile Road
Stockton, CA 95210

Central Valley Waste Services
P.O. Box 241001
Lodi, CA 95241-9501

Chief Deputy County Surveyor
Attn: Joe Bussalacci
1810 E. Hazelton Avenue
Stockton, CA 95205

Certified copies to:

Denise Wiman, Public Works

Chris Boyer, Public Works

Community Development Department

Police Department

Fire Department

RESOLUTION OF VACATION (After Public Hearing)

Certified copy w/cover letter:

PG&E
AT&T
Pacific Bell
Central Valley Waste Services
Chief Deputy County Surveyor
Denise Wiman, Public Works
Wes Fujitani, Public Works
Community Development Department
Police Department
Fire Department

APN	OWNER_NAME	CARE_OF	OWNER_STREET	CITY STATE ZIP	SITUS_ADDRESS
37110035	LODI UNIFIED SCHOOL DISTRICT		1305 E VINE ST	LODI CA 95240	825 W LOCKEFORD ST
3711001	WEBBER, DAVID L & DIANE E		1015 HOLLY DR	LODI CA 95240	1015 HOLLY DR
3711002	MORTENSON, MABEL A		1009 HOLLY DR	LODI CA 95240	1009 HOLLY DR
3711003	MORTENSON, LANCE C		506 PLUM CT	LODI CA 95242	1001 HOLLY DR
3711004	WOEHL, DARWIN & LAVONE L TR		921 HOLLY DR	LODI CA 95240	921 HOLLY DR
3711005	LONG, CAROL L TR		928 CHISHOLM TRAIL	GALT CA 95632	915 HOLLY DR
3711006	SHAH, SYED ZAHIR & TASNIM ZAH		1953 VICTORIA DR	LODI CA 95242	909 HOLLY DR
3711007	ISHFAQ, MUHAMMAD M & HASEENA		901 HOLLY DR	LODI CA 95240	901 HOLLY DR
3711008	LANE, KENNETH & PAT		833 HOLLY DR	LODI CA 95242	833 HOLLY DR
3711009	KORPHAGE, JOHN F & DONNA L TR		1301 EDGEWOOD DR	LODI CA 95240	827 HOLLY DR
3711010	MIRELES, TOMAS JR		821 HOLLY DR	LODI CA 95240	821 HOLLY DR
3901004	UNION PACIFIC RAILROAD COMPANY	BARBARA HI 1416 DODGE ST ROOM 830		OMAHA NE 68179	
3918121	JOACHIM, LLOYD J TR		701 ROPER AVE	LODI CA 95240	701 ROPER AV
3918122	FEDORCHAK, BRIAN J & HEIDI W		661 ROPER AVE	LODI CA 95240	661 ROPER AV
3918123	GRUBER, DANIEL M & D		649 ROPER AV	LODI CA 95240	649 ROPER AV
3918124	HENDRICKS, EDITH I		715 DAISY AVE	LODI CA 95240	715 DAISY AV
3918125	MINNEMA, NANCY P		23192 N DUSTIN RD	ACAMPO CA 95220	735 DAISY AV
3918126	PINNELL, BETTY ANN TR		806 BEL AIR CT	LODI CA 95240	806 BEL AIR CT
3918315	PASCUCCI, MICHELLE E		740 DAISY AVE	LODI CA 95240	740 DAISY AV
3918316	RACKLEY, JANICE TR		715 BRANDYWINE DR	LODI CA 95240	730 DAISY AV
3918317	ALBERS, BRUCE		720 DAISY AVE	LODI CA 95240	720 DAISY AV
3918318	THEILEN, KENNETH & JANET		710 W DAISEY AVE	LODI CA 95240	710 DAISY AV
3918319	USHING, THOMAS & LYNDA		700 DAISY AV	LODI CA 95240	700 DAISY AV
3919001	BINDEL, BRUCE A		653 DAISY AVE	LODI CA 95240	653 DAISY AV
3919002	CARROLL, JAMES W		PO BOX 2398	LODI CA 95241	647 DAISY AV
3919003	CIARAMITARO, BRIAN T		631 N CRESCENT AVE	LODI CA 95240	631 N CRESCENT AV
3919004	DERENIWSKI, KIMBERLEE TR		641 DAISY AVE	LODI CA 95240	641 DAISY AV
3919005	ONEILL, SUSAN BRIDGET		635 DAISY AVE	LODI CA 95240	635 DAISY AV
3919007	DOUGHERTY, TIMOTHY J & VICKI A		620 N CRESCENT AVE	LODI CA 95240	620 N CRESCENT AV
3919008	ELWOOD, TAMARA TR		7777 SOUTHWORTH	VALLEY SPRINGS CA 95252	625 DAISY AV
3919015	GARRISON, STEVEN D		624 DAISY AVE	LODI CA 95240	624 DAISY AV
3919016	IMAI, MARY M TR		630 DAISY AVE	LODI CA 95240	630 DAISY AV
3919017	FASZER, ANNETTE K TR		636 DAISY AVE	LODI CA 95240	636 DAISY AV

3919018	HORST, NADINE V TR	642 DAISY AVE	LODI CA 95240	642	DAISY	AV
3919019	FUGATE, AUDRIE E TR	648 DAISY AVE	LODI CA 95240	648	DAISY	AV
3921017	HOHENTHANER, RICHARD D	661 N CRESCENT AVE	LODI CA 95240	661	N CRESCENT	AV
3921018	BRUMLEY, WALTER E JR & NANCY L	651 N CRESCENT AVE	LODI CA 95240	651	N CRESCENT	AV
3921019	BRESSLER, RUTH T	RUTH T HAU 594 ORANGEWOOD DR	FREMONT CA 94536	641	N CRESCENT	AV
3921020	REINHARDT, BARBARA J	640 ROPER AVE	LODI CA 95240	640	ROPER	AV
3921021	BELLETTI, DIXIE LF EST	650 ROPER AVE	LODI CA 95240	650	ROPER	AV
3921022	CHRISTENSEN, JAN ELIN	660 ROPER AVE	LODI CA 95240	660	ROPER	AV
3921023	FOCACCI, KATHLEEN J	700 ROPER AVE	LODI CA 95240	700	ROPER	AV



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Re-Post for Vacancies and Expiring Terms on the Greater Lodi Area Youth Commission

MEETING DATE: June 5, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to re-post for vacancies and expiring terms on the Greater Lodi Area Youth Commission.

BACKGROUND INFORMATION: At its April 3, 2013, meeting, the City Council directed the City Clerk to post for vacancies and expiring terms on the Greater Lodi Area Youth Commission. Due to the fact that too few applications were received, it is recommended that the following vacancies be re-posted for another 30-day period.

Greater Lodi Area Youth Commission

Adult Advisors:

Allison McGregor Term to expire May 31, 2013

Student Appointees:

Kristen Schlader Term to expire May 31, 2013

Emma Brink Term to expire May 31, 2013

Michael Kinane Term to expire May 31, 2013

Lauren Youngsma Term to expire May 31, 2013

Jessinia Ahrens Term to expire May 31, 2014

Manjot Sidhu Term to expire May 31, 2014

Anthony Sorbera Term to expire May 31, 2014

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, Interim City Manager



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, 2013 and Ending June 30, 2014 and Approving the Fiscal Year 2013/14 Appropriation Spending Limit

MEETING DATE: June 5, 2013

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, 2013 and ending June 30, 2014 and approving the Fiscal Year 2013/14 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 2013/14 budget. Council has previously received information on this budget at Shirtsleeve meetings on April 30, May 7, 14 and 21. A draft budget document was released on May 16.

The General Fund Budget for FY 2013/14 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 \$7.742 million. This level of reserve will fully fund both the Catastrophic Reserve and the Economic Reserve at about \$3.376 million each and leave just under \$1 million in uncommitted reserves.

The General Fund budget is \$42,198,820, an increase of \$288,880 over the 2012/13 initially adopted budget. The All-Funds budget is \$177,781,720, an increase of \$1.6 million, or about 1 percent over the previous year. The increase is related to capital projects.

All bargaining group agreements expire during the budget year. We look to continue the key terms of the contracts negotiated over the past year. Further, we look to bring consistent terms to the one labor agreement that did not expire in the last 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.

Total funded positions are four lower than prior year. Three positions are the result of retirements and the fourth is a net decrease from operational changes in a number of departments.

APPROVED: _____
Konradt Bartlam, City Manager

Significant capital projects included in the budget are:

- Fire Station 2 (\$1.1 million)
 - Design and partial construction costs for the replacement for Fire Station 2
- Street Resurfacing and Enhancement (\$2.2 million)
 - Resurface portion of Ham Lane and enhance Sacramento Street
- Water Meter Installation (\$0.7 million)
 - Continuing design and construction of the meter installation program
- Transit Equipment (\$1.85 million)
 - Purchase 12 replacement buses
- Financial Systems Replacement (\$1.0 million)
 - Replace existing financial and utility billing systems

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 2013/14 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2013/14 Appropriation Limit is \$86,108,936, an increase of \$4,658,311 from the prior year. Details of the calculations are attached as Attachment 1 and Exhibits A through G.

FISCAL IMPACT: The 2013/14 budget provides an expenditure plan for all funds. The All-Funds budget is \$177,781,720, an increase of \$1.6 million, or about 1 percent over the previous year. The bulk of this increase is related to capital projects. The General Fund Budget is \$42,198,820, an increase of \$288,880 over the prior year's budget.

Jordan Ayers, Deputy City Manager

Attachments

APPROPRIATIONS SPENDING LIMIT

2013-14 APPROPRIATIONS SPENDING LIMIT
--

				AMOUNT
Last Year's Limit				81,450,625
Adjustment Factors				
1	Population %	1.0057		
2	Inflation %	1.0512		
Total Adjustment %				1.05719
Annual Adjustment				4,658,311
Adjustments				None
Total Adjustments				4,658,311
2013-14 APPROPRIATIONS SPENDING LIMIT				86,108,936

2013-14 APPROPRIATIONS SUBJECT TO LIMITATION

		AMOUNT
PROCEEDS OF TAXES		32,857,542
EXCLUSIONS		-
APPROPRIATIONS SUBJECT TO LIMITATION		32,857,542
CURRENT YEAR LIMIT		86,108,936
OVER(UNDER) LIMIT		(53,251,393)

City of Lodi
 Appropriations Spending Limit
 Fiscal Year 2013-14

		Amount	Source
A. Last Year's Limit		81,450,625	
B. Adjustments Factors			
1	Population %	1.0057	(Exhibit B)
2	Inflation %	1.0512	(State Finance)
Total Adjustment %		1.05719	(B1*B2)
C. Annual Adjustment		4,658,311	(B*A)
D. Other Adjustments		None	
E. Total Adjustments		4,658,311	(C+D)
F. This Year's Limit		86,108,936	(A+E)

City of Lodi
 Appropriations Spending Limit
 Growth Factors/Calculations

EXHIBIT B

GROWTH FACTORS:		% Increase	
Fiscal Year	Per Capita Income	City Population	County Population
87-88	3.47	5.72	3.33
88-89	4.66	4.96	3.32
89-90	5.19	2.52	2.20
90-91	4.21	2.26	2.23
91-92	4.14	1.19	2.64
92-93	-0.64	0.97	2.41
93-94	2.72	0.73	2.13
94-95	0.71	0.51	1.57
95-96	4.72	1.31	1.59
96-97	4.67	1.68	1.85
97-98	4.67	0.70	1.21
98-99	4.15	1.16	1.47
99-00	4.53	1.94	1.44
00-01	4.91	1.29	1.78
01-02	7.82	1.90	2.71
02-03	-1.27	2.14	3.07
03-04	2.31	1.69	2.86
04-05	3.28	0.75	2.54
05-06	5.26	0.96	2.65
06-07	3.96	0.30	2.00
07-08	4.42	0.90	1.73
08-09	4.29	0.68	1.59
09-10	0.62	0.42	1.07
10-11	-2.54	0.61	0.97
11-12	2.51	0.61	0.97
12-13	3.77	0.77	1.05
13-14	5.12	0.57	0.95

CALCULATIONS:

Fiscal Year	Calculation	Appropriation Spending Limit
87-88	$1.0347 \times 1.0572 = 1.0939$ $1.0939 \times \$22,654,787$	= \$24,782,072
88-89	$1.0466 \times 1.0496 = 1.0985$ $1.0985 \times \$24,782,072$	= \$27,223,106
89-90	$1.0519 \times 1.0252 = 1.0784$ $1.0784 \times \$27,223,106$	= \$29,357,398
90-91	$1.0421 \times 1.0226 = 1.0657$	

	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

13-14 Appropriations Subject to Limit:

<u>\$32,857,542</u>	=	38.16%
\$86,108,936		

APPROPRIATIONS SUBJECT TO LIMITATION

City of Lodi
Fiscal Year 2013-14

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	32,857,542	(Exhibit F)
B. EXCLUSIONS	0	(Exhibit D)
C. APPROPRIATIONS SUBJECT TO LIMITATION	32,857,542	(A-B)
D. CURRENT YEAR LIMIT	86,108,936	(Exhibit A)
E. OVER(UNDER) LIMIT	(53,251,393)	(C-D)

$$\frac{32,857,542}{86,108,936} = 38.16\%$$

EXCLUDED APPROPRIATIONS

City of Lodi
Fiscal Year 2013-14

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 2013-14

EXHIBIT E

	User Fee Collections	Cost Associated With User Fees	Amount in Excess of User fees
Public Safety Fees	348,150	26,426,860	0
Parks and Rec/Cultural Fees	1,648,420	5,654,090	0
Community Development Fees	370,220	1,173,170	0
PW Engineering Fees	514,270	974,040	0
Library Fees	40,000	1,383,090	0
Total	<u>2,921,060</u>	<u>35,611,250</u>	<u>0</u>

Calculation - Proceeds of Taxes

City of Lodi
Fiscal Year 2013-14

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
TAXES:			
Property Taxes	8,156,500		8,156,500
Sales & Use Tax	9,657,000	308,500	9,965,500
Business License Tax	1,452,000		1,452,000
Franchise Tax	1,746,800		1,746,800
Transient Occupancy Tax	510,000		510,000
Real Property -Documentary Tax	104,130		104,130
In-Lieu Franchise Tax	6,976,670		6,976,670
FROM STATE			
Motor Vehicle In Lieu	4,226,000		4,226,000
State H-way Maintenance		11,400	11,400
Gas Tax		1,407,500	1,407,500
Cigarette tax			0
Transportation Development Act		1,876,300	1,876,300
TDA -Pedestrian/Bike Path		39,400	39,400
SB 300 Transportation Partnership		0	0
Measure K Funds		825,000	825,000
State Reimbursements-POST		50,000	50,000
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		788,500	788,500
Traffic Congestion Relief		0	0
State STIP reimbursement		0	0
LOCALLY RAISED			
Fines, Forfeitures, Penalties		1,213,370	1,213,370
Licenses and permits		671,100	671,100
Rent of City Property		1,838,330	1,838,330
Development Fees		482,420	482,420
USER FEES			
(from Exhibit E)	0	2,921,060	2,921,060
OTHER MISCELLANEOUS			
Sale of Property		3,500	3,500
Restitution-Damage to Property		500	500
Other revenue		940,010	940,010
Interfund Transfers			
		4,000,000	4,000,000
SUB-TOTAL			
(for Exhibit G)	32,829,100	17,738,300	50,567,400
INTEREST EARNINGS			
(from Exhibit G)	28,442	15,368	43,810
TOTAL REVENUE			
(use for Exhibit C)	32,857,542	17,753,668	50,611,210
RESERVE WITHDRAWALS			
(Including appropriated Fund Balance)			0
TOTAL OF THESE FUNDS			
			50,611,210
OTHER FUNDS NOT INCLUDED			
			119,322,780
GRAND TOTAL BUDGET			
			169,933,990

**Interest Earnings
Produced by Taxes**

City of Lodi
Fiscal Year 2013-14

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	32,829,100	^(Exhibit F)
B. MINUS EXCLUSIONS	0	(Exhibit D)
C. NET INVESTED TAXES	32,829,100	(A-B)
D. TOTAL NON-INTEREST BUDGET	50,567,400	^(Exhibit F)
E. TAX PROCEEDS AS PERCENT OF BUDGET	64.92%	(C/D)
F. INTEREST EARNINGS	43,810	
G. AMOUNT OF INTEREST EARNED FROM TAXES	28,442	(E*F)
H. AMOUNT OF INTEREST EARNED ON NON-TAXES	15,368	(F-G)
I. Take the result of steps #G & H Copy on to Exhibit F		

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING THE CITY OF LODI FINANCIAL PLAN AND
BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1,
2013 AND ENDING JUNE 30, 2014, AND APPROVING
THE 2013/14 APPROPRIATIONS SPENDING LIMIT

=====

WHEREAS, the City Manager submitted the 2013/14 balanced Financial Plan and Budget to the City Council on May 16, 2013; and

WHEREAS, the 2013/14 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions, and policies; and

WHEREAS, the City Council conducted public budget meetings on April 30, May 7, May 14, May 21, and June 5, 2013, at the Carnegie Forum; and

WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2013/14; 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 2013/14 Financial Plan and Budget, as proposed by the City Manager, be approved as follows:

	Budget
General Fund	
Police	\$16,789,830
Fire	\$9,637,030
Public Works	\$1,894,290
City Clerk	\$513,060
City Manager	\$403,100
City Attorney	\$472,200
Internal Services	\$3,237,480
Economic Development	\$481,880
Non-Departmental	\$8,769,950
Total General Fund	\$42,198,820
Other Funds	
Electric Utility	\$70,941,010
Water Utility	\$11,051,080
Wastewater Utility	\$15,525,370
Transit	\$5,651,650
Streets	\$6,357,920
Community Development	\$1,173,170

Parks, Rec & Cultural Services	\$5,654,090
Library	\$1,383,090
Transportation Development Act	\$39,000
Community Dev Block Grant	\$723,850
Public Safety Special Revenue	\$565,600
Capital Outlay	\$3,032,700
Equip & Vehicle Replacement	\$333,500
Debt Service	\$847,680
Benefits	\$8,017,450
Self Insurance	\$2,310,470
Trust and Agency	\$236,520
Fleet Services	\$1,738,750
Total Other Funds	\$135,582,900
Total	\$177,781,720

2. That the funds for the 2013/14 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 \$4,658,311 from the 2012/13 level of \$81,450,625 to the 2013/14 level of \$86,108,936.

Dated: June 5, 2013

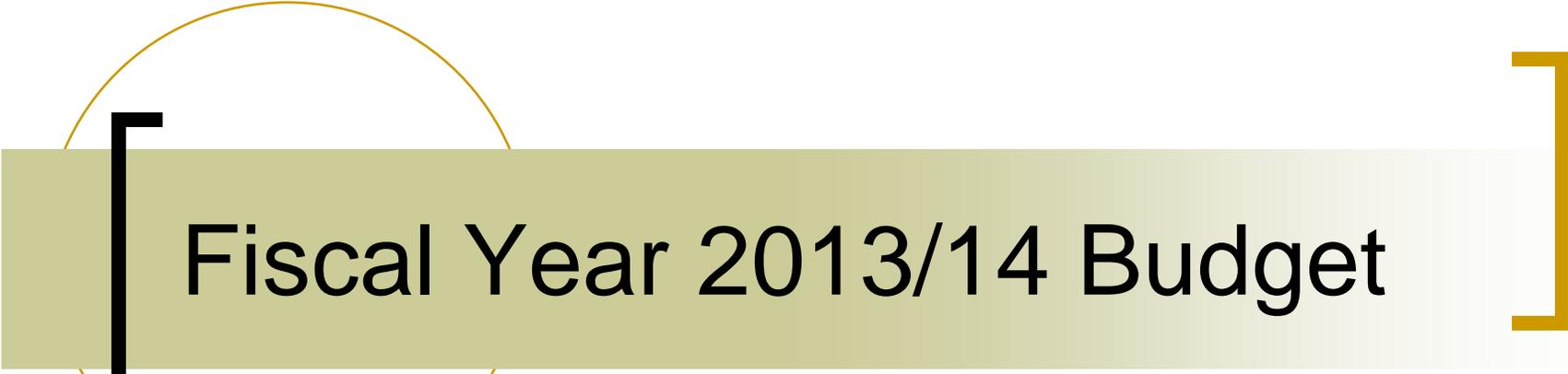
=====

I hereby certify that Resolution No. 2013-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following votes:

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

RANDI JOHL
City Clerk

2013-____



Fiscal Year 2013/14 Budget

City Council Meeting
June 5, 2013

[Overview]

- General Fund balanced
- Significant issues
- Major capital projects

[All Funds]

- Total appropriation of \$177,781,720
- Total revenue of \$179,909,160
- Increase in reserves of \$2.1M
 - Enterprise funds (\$3.9M)
 - Special Revenue (-\$1.4M)
 - Others (-\$0.4M)

[General Fund]

- Balanced without using reserves
- Total revenues and appropriations of \$42,198,820

General Fund Overview

	Audited 2010-11 Actuals	Audited 2011-12 Actuals	2012-13 Budget	Estimated 2012-13 Actuals	2013-14 Budget
General Fund					
<u>Fund Balance</u>					
Beginning Fund Balance Unreserved	3,896,576	5,597,678	3,968,897	6,164,685	7,742,415
Revenues	41,889,230	40,520,257	42,071,274	42,968,590	42,198,820
Expenditures	<u>40,188,128</u>	<u>39,953,250</u>	<u>42,071,274</u>	<u>41,390,860</u>	<u>42,198,820</u>
Net Difference (Revenues Less Expenditures)	1,701,102	567,007	-	1,577,730	-
<u>Fund Balance</u>					
Ending Fund Balance Unreserved	<u>5,597,678</u>	<u>6,164,685</u>	<u>3,968,897</u>	<u>7,742,415</u>	<u>7,742,415</u>

[Labor]

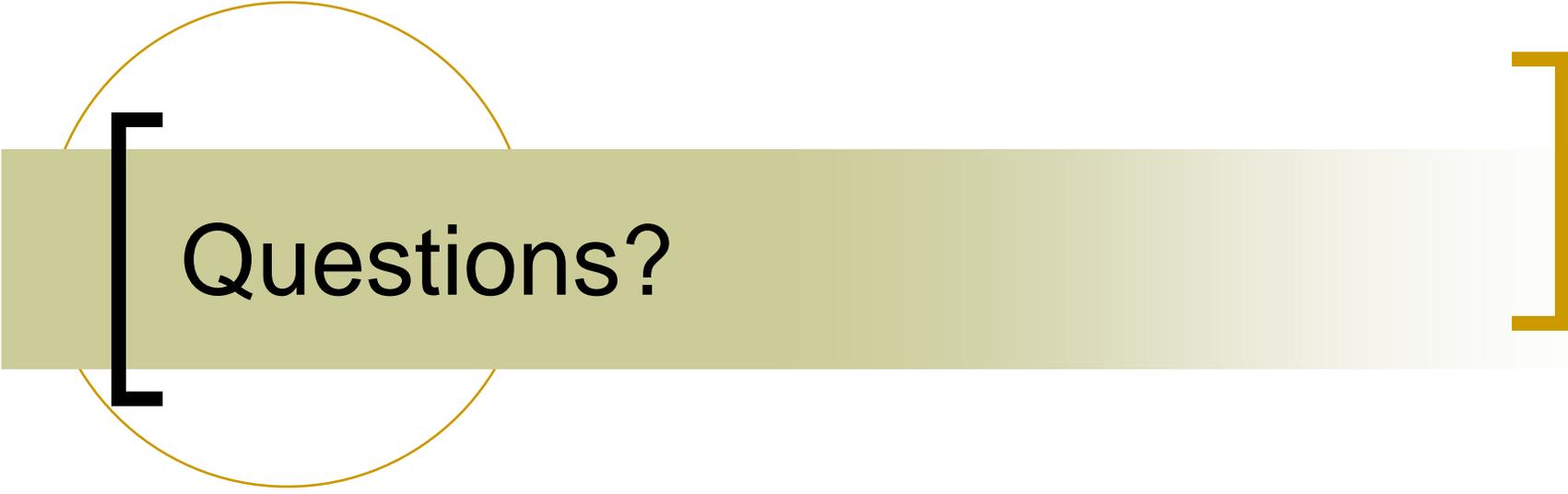
- 377 funded positions
 - 4 less than prior year
- All labor agreements expire in 2013/14

[Major Capital Projects]

- Fire Station 2 (\$1.1M)
- Financial Systems Replacement (\$1.0M)
- Transit System (\$2.5M)
- Electric System Maintenance (\$2.0M)
- Road Maintenance/Resurfacing (\$4.0M)
- Water System Improvements (\$1.2M)
- Wastewater Collection/Treatment System Maintenance (\$0.99M)

[Action Requested]

- Adopt resolution approving the City of Lodi Financial Plan and Budget for FY 2013/14 and approving the FY 2013/14 Appropriation Spending Limit



Questions?



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Title 13 – Public Services, Chapter 13.16 “Solid Waste”, by Repealing and Reenacting Section 13.16.050 (A) Relating to Placement of Garbage Containers for Collection Purposes

MEETING DATE: June 5, 2013

PREPARED BY: D. Stephen Schwabauer, City Attorney

RECOMMENDED ACTION: That the City Council introduce Ordinance amending Lodi Municipal Code Title 13 – Public Services, Chapter 13.16 “Solid Waste”, by repealing and reenacting Section 13.16.050(A) relating to placement of garbage containers for collection purposes.

BACKGROUND INFORMATION: This change to Title 13 is a clean up Ordinance required in connection with the Garbage Container Placement Ordinance to 1) require residential customers who utilize refuse carts to place the containers in the gutter immediately adjacent to the curb for pick up; and 2) to include a reference to the new Development Code Chapter 17.14 “General Property Development and Use Standards,” specifically Section 17.14.090 “Solid Waste Collection and Storage Areas” (attached) which deals directly with issues related to garbage container placement.

FUNDING: Not applicable.

FISCAL IMPACT: N/A

D. Stephen Schwabauer, City Attorney

Attachment

cc: Wally Sandelin, Public Works Director

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE CHAPTER
13.16 – SOLID WASTE – BY REPEALING AND
REENACTING SECTION 13.16.050(A) –
PLACEMENT OF CONTAINERS IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.16.050(A), "Placement of Containers," is hereby repealed and reenacted in its entirety to read as follows:

A. Residential. Residential customers utilizing refuse carts shall place containers **in the gutter immediately adjacent to** at the curb or other areas as approved by the public works director. All containers must be placed in a location readily accessible to the contractor, free of obstacles. **The placement shall also not impede pedestrian (including wheelchair) sidewalk access.** Containers shall be maintained in accordance with Lodi Municipal Code Title 17 - Zoning – Chapter 17.57, "General Regulations and Exceptions," Section 17.57.180, "Refuse Container Storage and Collection Areas." Development Code – Chapter 17.14 "General Property Development and Use Standards" Section 17.14.090 "Solid Waste Collection and Storage Areas." Failure to meet any of these conditions shall constitute cause for the contractor's refusal to perform collection services. The contractor shall, after collection, return containers/carts to the location from which they were collected.

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

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

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this ___ day of _____, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held June 5, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1877 Entitled, "An Uncodified Ordinance of the City Council of the City of Lodi Revising the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Application Schedule Set Forth in Resolution No. 2006-141 Through December 31, 2019"

MEETING DATE: June 5, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1877.

BACKGROUND INFORMATION: Ordinance No. 1877 entitled, "An Uncodified Ordinance of the City Council of the City of Lodi Revising the Growth Management Ordinance by Expiring Unused Allocations and Suspending the Application Schedule Set Forth in Resolution No. 2006-141 Through December 31, 2019," was introduced at the regular City Council meeting of May 15, 2013.

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

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1877

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

=====

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

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

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

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

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

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

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

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

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

SECTION 1.

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

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

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

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

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

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

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

Approved this 5th day of June, 2013

ALAN NAKANISHI
Mayor

Attest:

RANDI JOHL
City Clerk

=====
State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that this uncodified Ordinance No. 1877 was introduced at a regular meeting of the City Council of the City of Lodi held May 15, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held June 5, 2013, by the following vote:

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

I further certify that Ordinance No. 1877 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

Approved as to Form:

RANDI JOHL
City Clerk

D. STEPHEN SCHWABAUER
City Attorney