



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: July 6, 2011

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

For information regarding this Agenda please contact:

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

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- b) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Terry Martin Against the City of Lodi Based on Retirement Benefits – Conversion of Sick Leave
- c) Actual Litigation: Government Code §54956.9(a); One Case; *Mary C. Kaehler v. City of Lodi et al.*, San Joaquin County Superior Court, Case No. 39-2011-00263683-CU-WM-STK

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations – None

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

C-1 Receive Register of Claims in the Amount of \$7,020,616.99 (FIN)

C-2 Approve Minutes (CLK)

- a) June 14, 2011 (Shirtsleeve Session)
- b) June 14, 2011 (Special Meeting)
- c) June 15, 2011 (Regular Meeting)
- d) June 21, 2011 (Shirtsleeve Session)
- e) June 28, 2011 (Shirtsleeve Session)

C-3 Approve Request for Proposals and Authorize Advertisement for Facility Improvements at the Lodi Transit Station (PW)

Res. C-4 Adopt Resolution Awarding the Annual Purchase Order for Materials and Services Needed to Maintain the Trojan Ultra Violet Disinfection System at White Slough Water Pollution Control Facility to DC Frost Associates, Inc., of Walnut Creek, CA (\$263,740) (PW)

- Res. C-5 Adopt Resolution Authorizing the City Manager to Negotiate and Execute Purchase Order for Two 32 Foot Transit Vehicles from El Dorado Bus Sales, of Hayward, CA (\$940,500), and Appropriating Additional Funds (\$291,400) (PW)
- Res. C-6 Adopt Resolution Approving the Purchase of Encoder Receiver Transmitter Equipped Itron Solid-State Meters from General Pacific, of Portland, OR (\$572,000) (EUD)
- Res. C-7 Adopt Resolution Approving the Northern California Power Agency Renewable Energy Certificates Transfer Agreement and Authorizing Execution by the City Manager with Administration by the Electric Utility Director (EUD)
- Res. C-8 Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to D.G. Granade, Inc., of Shingle Springs (\$435,456), and Authorizing the City Manager to Execute Change Orders within the Project Appropriation (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Contract for 2011 Asphalt Rubber Cape Seal Project with Intermountain Slurry Seal Inc., of Watsonville, CA (\$641,679) (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Contracts for Fiscal Year 2011/12 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686), Transit Facility Cleaning (\$38,456), and Hutchins Street Square Landscape Maintenance (\$27,625) (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Contract for Replacement Standby Generators at Peterson Park and Northeast Lift Stations to Day's Generator Service, of Brentwood, CA, and Appropriating Funds (\$73,580) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Adecco Employment Services for Temporary Clerical and Information Technology Support (PW)
- Res. C-13 Adopt Resolution Ratifying Employment Agreement Entered into Between the City of Lodi and Chief of Police Mark A. Helms (CM)
- Res. C-14 Adopt Resolution Accepting Grant from General Mills Foundation in Support of the Lodi Public Library's Homework Help Program and Appropriate Funds to the Library Fund (\$8,000) (LIB)
- C-15 Accept Improvements Under Contract for Municipal Service Center Compressed Natural Gas Compressor No. 1 Rebuild Project (PW)
- C-16 Set Public Hearing for July 20, 2011, to Consider Report for Sidewalk Repairs and to Confirm the Report as Submitted by the Public Works Department (PW)
- C-17 Set Public Hearing for August 3, 2011, to Consider Resolution Adopting 2010 Urban Water Management Plan Update (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.

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

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

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

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

G. Public Hearings – None

H. Communications

H-1 Appointments to the Library Board of Trustees, Lodi Arts Commission, and Planning Commission (CLK)

I. Regular Calendar

Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Chapter 16.40, "Reimbursement for
(Introduce) Construction," by Repealing and Re-Enacting Section 16.40.050, "Reimbursement Agreements," in its Entirety (PW)

J. Ordinances – None

K. Adjournment

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

Randi Johl
City Clerk



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through June 16, 2011 in the Total Amount of \$7,020,616.99

MEETING DATE: July 6, 2011

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$7,020,616.99.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$7,020,616.99 through 6/16/11. Also attached is Payroll in the amount of \$1,173,433.54.

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 - 06/21/11

As of Thursday	Fund	Name	Amount
06/16/11	00100	General Fund	1,693,300.16
	00160	Electric Utility Fund	2,690,650.18
	00161	Utility Outlay Reserve Fund	89,411.71
	00164	Public Benefits Fund	111,778.52
	00166	Solar Surcharge Fund	12,624.75
	00170	Waste Water Utility Fund	124,795.02
	00172	Waste Water Capital Reserve	29,377.71
	00180	Water Utility Fund	937,452.45
	00181	Water Utility-Capital Outlay	187,925.27
	00210	Library Fund	14,051.84
	00234	Local Law Enforce Block Grant	1,412.22
	00235	LPD-Public Safety Prog AB 1913	60.71
	00260	Internal Service/Equip Maint	63,062.85
	00270	Employee Benefits	490,770.83
	00300	General Liabilities	6,628.03
	00310	Worker's Comp Insurance	36,086.70
	00320	Street Fund	7,966.08
	00321	Gas Tax-2105,2106,2107	6,868.57
	00325	Measure K Funds	2,990.73
	00326	IMF Storm Facilities	201,910.59
	00338	IMF-Regional Transportation	20,943.51
	00340	Comm Dev Special Rev Fund	5,521.96
	00345	Community Center	21,086.94
	00346	Recreation Fund	5,927.90
	00459	H U D	23,893.32
	01211	Capital Outlay/General Fund	3,952.04
	01214	Arts in Public Places-IMF	306.75
	01217	IMF Parks & Rec Facilities	9,826.95
	01250	Dial-a-Ride/Transportation	152,130.03
	01251	Transit Capital	1,206.90
	01410	Expendable Trust	9,072.04
Sum			6,962,993.26
	00184	Water PCE-TCE-Settlements	84.00
	00190	Central Plume	57,539.73
Sum			57,623.73
Total Sum			7,020,616.99

Council Report for Payroll

Page - 1
Date - 06/21/11

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	05/29/11	00100	General Fund	710,913.65
		00160	Electric Utility Fund	161,931.74
		00161	Utility Outlay Reserve Fund	4,238.04
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	106,292.93
		00180	Water Utility Fund	777.60
		00210	Library Fund	28,189.30
		00235	LPD-Public Safety Prog AB 1913	1,735.00
		00260	Internal Service/Equip Maint	19,618.33
		00321	Gas Tax-2105,2106,2107	31,645.20
		00340	Comm Dev Special Rev Fund	21,571.20
		00345	Community Center	22,674.89
		00346	Recreation Fund	53,961.00
		01250	Dial-a-Ride/Transportation	6,479.26
Pay Period Total:				
Sum				1,173,433.54



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) June 14, 2011 (Shirtsleeve Session)
b) June 14, 2011 (Special Meeting)
c) June 15, 2011 (Regular Meeting)
d) June 21, 2011 (Shirtsleeve Session)
e) June 28, 2011 (Shirtsleeve Session)

MEETING DATE: July 6, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) June 14, 2011 (Shirtsleeve Session)
b) June 14, 2011 (Special Meeting)
c) June 15, 2011 (Regular Meeting)
d) June 21, 2011 (Shirtsleeve Session)
e) June 28, 2011 (Shirtsleeve Session)

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

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, JUNE 14, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, June 14, 2011, commencing at 7:05 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Presentation from John Johns, Financial Consultant for the Lodi Professional Firefighters Association Regarding Revenue Creation Ideas (CM)

City Manager Bartlam and Firefighter Brad Doell briefly introduced the subject matter of the presentation by John Johns, financial consultant for the Lodi Professional Firefighters Association, regarding revenue creation ideas.

John Johns provided a presentation regarding revenue creation ideas as outlined in the Council Communication. Specific topics of discussion included Mr. Johns' professional background, analysis and findings regarding the 2011/12 fiscal year budget, realizing a prior year budgetary surplus, participation in the CalPers pension pre-payment program, business license canvassing and enforcement, recapturing wastewater enterprise contributed capital, and budgeted versus actual funds and reserves.

In response to Mayor Pro Tempore Mounce, Mr. Johns stated the typical reserve amount for cities in normal economic times is 12% to 24%, or about \$5 million for Lodi. He stated in abnormal times he has seen reserve amounts from zero to 15%.

In response to Council Member Hansen, Deputy City Manager Jordan Ayers stated the prior year budgetary surplus reference refers to a budgetary variance, which may or may not be cash in the pocket. Mr. Ayers stated the actual fund balance is cash in the pocket and the variance is the difference between what was budgeted and what was actually generated as revenue or spent as expenditures.

In response to Council Member Hansen, Mr. Bartlam and Mr. Ayers stated the CalPers pre-payment program gives entities an opportunity to pre-pay the employer's share in exchange for a discount, the number is calculated based on payroll numbers from two years prior, and depending upon the variance an entity will have either pre-paid an additional amount or owe more. Mr. Ayers stated that the program may not be viable because the number of employees in the City has declined over the last two years.

In response to Council Member Nakanishi, Mr. Bartlam stated lower rates may or may not be beneficial as the 2014-2015 rate of return for CalPers remains unknown and in the case of a shortage the City will need to make up the difference.

In response to Council Member Nakanishi, Mr. Bartlam stated the City does pay in advance in lump sum in some cases such as debt service.

In response to Council Member Nakanishi, Mr. Bartlam stated there is a balance between the reserve amount for utilities and the general fund, cash flow, operations, and the policy decisions associated with the same.

In response to Mayor Johnson, Mr. Johns stated the amount of the employer's share is known, the amount of the program discount is known, and the utilities would recover the amount borrowed for the pre-payment over a 12-month period, during which the General Fund would make monthly payments to the utility funds.

In response to Council Member Hansen, Mr. Johns stated Santa Clara County and a few other cities in the State are taking advantage of the pre-payment program and benefiting at the expense of others not participating in the program.

In response to Council Member Nakanishi, Mr. Johns stated that, while he has not researched the option, the City may have the ability to go outside and borrow for the pre-payment, although it would not incur additional cost if it borrowed internally instead from utilities.

In response to Mayor Johnson, Mr. Johns stated he is not aware of anything unusual in the case of Los Angeles and San Francisco airports or the Stockton Redevelopment Agency participating in the capital contribution program.

In response to Council Member Hansen, Mr. Johns stated he did not factor into his analysis for the capital contribution program current capital projects including the new treatment facility, pipe replacement project, or water meter installations.

In response to Council Member Hansen, Mr. Ayers provided a brief overview of the business license enforcement efforts through a program with the Franchise Tax Board. Mr. Ayers stated the amount of revenue generation from the program is unknown at the current time.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated staff will bring back to Council an update on the proposed suggestions after the numbers have been reviewed in more detail.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:05 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 14, 2011**

A. Call to Order / Roll Call

The Special meeting of June 14, 2011, was called to order by Mayor Johnson at 7:00 a.m.

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

Absent: None

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

B. Regular Calendar

B-1 Consider Indemnification Agreement Regarding Taco Truck Cook-Off (PRCS)

City Manager Bartlam briefly introduced the subject of the proposed indemnification agreement.

Parks, Recreation, and Cultural Services Director Jim Rodems, Community Center Manager Deanie Bridewell, and City Attorney Schwabauer provided a brief overview of the proposed indemnification agreement for the taco truck cook-off event as outlined in the Council Communication. Specific topics of discussion included the time and date of the event, insurance, the terms of the agreement, and the liabilities associated with the same.

In response to Mayor Johnson, Mr. Schwabauer stated there does not appear to be a lot of risk associated with the event and he is comfortable with executing the indemnification agreement, which can be processed in a quick manner prior to the event. In response to Council Member Hansen, Mr. Schwabauer stated this event is off-site at the Smart and Final parking lot, which is the main reason for additional insurance and indemnity agreement.

In response to Council Member Nakanishi, Mr. Schwabauer stated an example of an on-site event at Lodi Lake is Zinfest. Mr. Nakanishi requested a list of annual City-sponsored events.

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, to approve the indemnification agreement regarding the taco truck cook-off.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C. Adjournment - There being no further business, the meeting was adjourned at 7:05 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JUNE 15, 2011**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of June 15, 2011, was called to order by Mayor Johnson at 6:00 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Lodi Police Officers Association and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- b) Pursuant to Government Code §54956.9(c); One Potential Case; Conference with Legal Counsel - Initiation of Litigation: City of Lodi v. Lodi Police Officers' Association Regarding 2007-2011 Memorandum of Understanding; and Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Lodi Police Officers' Association Against City of Lodi Based on Concession Agreements

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:30 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of June 15, 2011, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

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

B. Presentations

B-1 Recreation and Parks Month Proclamation (PRCS)

Mayor Johnson presented a proclamation to Jim Rodems, Parks, Recreation, and Cultural

Services Director, proclaiming the month of July 2011 as "Recreation and Parks Month" in the City of Lodi.

B-2 2011 National Dump the Pump Day Proclamation (PW)

Mayor Johnson presented a proclamation to Paula Fernandez, Transportation & Sr. Traffic Manager, and Brenda Kuykendall, General Manager with MV Transportation, proclaiming June 16, 2011, as "2011 National Dump the Pump Day" in the City of Lodi.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$2,317,350.25 (FIN)

Claims were approved in the amount of \$2,317,350.25.

C-2 Approve Minutes (CLK)

The minutes of May 31, 2011 (Shirtsleeve Session), June 1, 2011 (Regular Meeting), and June 7, 2011 (Shirtsleeve Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for Elevator Services for City of Lodi Facilities (PW)

Approved the specifications and authorized advertisement for bids for elevator services for City of Lodi facilities.

C-4 Approve Specifications and Authorize Advertisement for Bids for 500 Tons of Asphalt Materials for Fiscal Year 2011/12 (PW)

Approved the specifications and authorized advertisement for bids for 500 tons of asphalt materials for fiscal year 2011/12.

C-5 Adopt Resolution Approving Purchase of Transit Fare Collection Equipment from GFI GenFare, of Elk Grove Village, IL (\$81,264), and Appropriating Funds (\$4,800) (PW)

This item was pulled from the agenda in its entirety for consideration at a future City Council meeting.

C-6 Adopt Resolution Authorizing the City Manager to Execute Contract and to Negotiate and Execute Contract Extensions for Tree Trimming for Fiscal Year 2011/12 with West Coast Arborists, Inc., of Anaheim (\$27,525) (PW)

Adopted Resolution No. 2011-89 authorizing the City Manager to execute contract and to

negotiate and execute contract extensions for tree trimming for fiscal year 2011/12 with West Coast Arborists, Inc., of Anaheim, in the amount of \$27,525.

C-7 Adopt Resolution Authorizing the City Manager to Execute Contract for Curb, Gutter, and Sidewalk Replacement for Fiscal Year 2011/12 with Jeff Case Construction Company, of Galt (\$86,675) (PW)

Adopted Resolution No. 2011-90 authorizing the City Manager to execute contract for curb, gutter, and sidewalk replacement for fiscal year 2011/12 with Jeff Case Construction Company, of Galt, in the amount of \$86,675.

C-8 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 3 with RMC Water and Environment, of Walnut Creek, for Water Meter Planning, Design, and Program Management for Nonresidential and Multi-Family Parcels (\$596,936) and Appropriating Funds (\$650,000) (PW)

City Manager Bartlam briefly introduced the subject matter of Task Order No. 3 with RMC related to water meter installations.

Public Works Director Wally Sandelin provided a brief PowerPoint presentation regarding Task Order No. 3 with RMC for water meter planning, design, and program management. Specific topics of discussion included background with Assembly Bill 2572, contract history, scope of services, justification, and installation program.

In response to Council Member Hansen, Mr. Sandelin stated currently 30% to 40% of the commercial and industrial businesses are already metered but they may not be reading accurately and a more thorough discovery review will need to be completed to ensure correct billing.

In response to Mayor Johnson, Mr. Sandelin stated the discovery stage and data review should be completed before the end of the calendar year.

In response to Mayor Johnson, Mr. Sandelin stated there are five mobile home parks in the City.

In response to Council Member Hansen, Mr. Sandelin stated that, because the City of Lodi is the last city in the County to install water meters, staff has researched what neighboring communities have done and what their experience has been with water meter installations.

In response to Council Member Hansen, Mr. Sandelin stated mobile home parks are currently on a single meter, in other cities a master meter is set up and the property owner bills the tenants accordingly, and other communities have addressed mobile homes in a similar manner.

Mayor Pro Tempore Mounce requested comparisons from other cities as to how they have handled metering for mobile homes and apartments.

In response to Mayor Johnson, Mr. Sandelin stated public outreach efforts include a regular speakers program for service clubs, realtor groups, and separate meetings for each of the four groups listed in the presentation.

In response to Mayor Johnson, Mr. Sandelin stated he will notify the City Council when the stakeholder meetings are held.

Council Member Hansen made a motion, second by Mayor Pro Tempore Mounce, to adopt Resolution No. 2011-91 authorizing the City Manager to execute Task Order No. 3 with RMC

Water and Environment, of Walnut Creek, for water meter planning, design, and program management for nonresidential and multi-family parcels in the amount of \$596,936 and appropriating funds in the amount of \$650,000.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Nakanishi

Absent: None

C-9 Adopt Resolution Authorizing the City Manager to Execute Contract Change Order with Knife River Construction, Inc., of Stockton, for Additional Work Related to the Water Meter Program Phase 1 Project (\$226,885) and Appropriating Funds (\$230,000) (PW)

Adopted Resolution No. 2011-92 authorizing the City Manager to execute contract change order with Knife River Construction, Inc., of Stockton, for additional work related to the Water Meter Program Phase 1 Project in the amount of \$226,885 and appropriating funds in the amount of \$230,000.

C-10 Accept Improvements Under Contract for Municipal Service Center Compressed Natural Gas Upgrade of Compressor No. 1 Control Panel (PW)

Accepted improvements under contract for Municipal Service Center Compressed Natural Gas Upgrade of Compressor No. 1 Control Panel.

C-11 Adopt Resolution Authorizing the City Manager to Execute Federal Safe Routes to School Grant Application (PW)

Adopted Resolution No. 2011-93 authorizing the City Manager to execute Federal Safe Routes to School Grant Application.

C-12 Adopt Resolution Authorizing the Expenditure of Art in Public Places (AiPP) Funds for the Design and Printing of an AiPP Brochure and Appropriating Funds (\$793.78) (PRCS)

Adopted Resolution No. 2011-94 authorizing the expenditure of Art in Public Places (AiPP) funds for the design and printing of an AiPP brochure and appropriating funds in the amount of \$793.78.

C-13 Approve Budget Year 2011/12 Concession Agreement with Lodi Police Dispatchers Association (CA)

Adopted Resolution No. 2011-95 approving budget year 2011/12 concession agreement with Lodi Police Dispatchers Association.

C-14 Approve Addendum to Lodi Police Mid-Management Organization's Memorandum of Understanding, Extending the Term Three Months from October 2011 to December 31, 2011 (CA)

Approved addendum to Lodi Police Mid-Management Organization's Memorandum of Understanding, extending the term three months from October 2011 to December 31, 2011.

C-15 Receive Report Regarding League of California Cities Communications Pertaining to Assembly Bills 455 (Campos) and 1087 (Brownley) (CLK)

Received report regarding League of California Cities communications pertaining to Assembly Bills 455 (Campos) and 1087 (Brownley).

C-16 Set Public Hearing for July 20, 2011, to Consider Resolution Approving Harney Lane Specific Plan Report and Certifying Harney Lane Specific Plan Negative Declaration as Adequate Environmental Documentation for Harney Lane Specific Plan (PW)

Set public hearing for July 20, 2011, to consider resolution approving Harney Lane Specific Plan Report and certifying Harney Lane Specific Plan Negative Declaration as adequate environmental documentation for Harney Lane Specific Plan.

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

None.

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

Council Member Nakanishi spoke in regard to the City's anti-gang efforts including prevention and enforcement.

Mayor Pro Tempore Mounce provided a status report regarding the passage of redevelopment related bills by the Legislature and the likelihood of a lawsuit by the League of California Cities.

Council Member Hansen commended those involved with the success of the Flag Day Celebration and encouraged all citizens to enjoy the Lodi Community Band at upcoming events.

Mayor Johnson commended the anonymous donor who contributed \$40,000 to the Lodi Boys and Girls Club, spoke in regard to the upcoming Taco Truck Cook-Off event, and provided a status report regarding the draft maps drawn by the California Redistricting Commission.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2011/12, and Ordering the Levy and Collection of Assessments (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider resolution adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2011/12, and ordering the levy and collection of assessments.

City Manager Bartlam provided a brief introduction into the subject matter of the proposed public hearing regarding the Landscape and Maintenance Assessment District No. 2003-1.

Junior Engineer Chris Boyer provided a brief presentation regarding the proposed adoption of the report and levy and collection of assessments as set forth in the staff report.

In response to Council Member Nakanishi, Mr. Bartlam stated there are no maintenance districts near Turner Road and Ham Lane as they are primarily concentrated in newer developments.

Mayor Pro Tempore Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2011-96 adopting the Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2011/12, and ordering the levy and collection of assessments.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications

H-1 Appointments to the Greater Lodi Area Youth Commission ~ Student Appointees and Lodi Arts Commission and Re-Post for Remaining Vacancies on Both Commissions (CLK)

Mayor Pro Tempore Mounce made a motion, second by Mayor Johnson, to make the following appointments and direct the City Clerk to re-post for remaining vacancies on both commissions:

APPOINTMENTS:

Greater Lodi Area Youth Commission

Student Appointees:

Tyler Bartlam, term to expire May 31, 2012

Dipa Patel, term to expire May 31, 2013

Kristen Schlader, term to expire May 31, 2013

Lodi Arts Commission

Lina Preszler, term to expire July 1, 2014

POSTING:

Greater Lodi Area Youth Commission

Student Appointees:

Vacancy Term to expire May 31, 2013

Vacancy Term to expire May 31, 2013

Lodi Arts Commission

Vacancy Term to expire July 1, 2012

Vacancy Term to expire July 1, 2013

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H-2 Monthly Protocol Account Report (CLK)

Mayor Pro Tempore Mounce made a motion, second by Mayor Johnson, to accept the cumulative Monthly Protocol Account Report through May 31, 2011.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Adopt Resolution Approving the Program Guidelines for the Revised First Time Home Buyer Program (CD)

City Manager Bartlam provided a brief introduction into the subject matter of the revised first time home buyer program.

Neighborhood Community Services Manager Joseph Wood provided a PowerPoint presentation regarding the revised first time home buyer program. Specific topics of discussion included an overview of the program since 2009, original program guidelines, difficult housing conditions, suggested revision by the State Department of Housing and Community Development, existing qualifying ratios, key elements of rehabilitation guidelines, and proposed adoption of revisions.

In response to Mayor Pro Tempore Mounce, Mr. Wood stated the inspection completed after the work is performed ensures that the funding was utilized for the appropriate repairs.

In response to Council Member Hansen, Mr. Wood stated the program is advertised through the local real estate community, lending agencies including banks and mortgage companies, the Farmer's Market, and newspapers.

In response to Council Member Hansen, Mr. Wood stated the clientele generally qualifies for a lower mortgage but many of the existing properties are short sales or foreclosures and banks are not moving quickly on those.

In response to Council Member Nakanishi, Mr. Wood stated program information is available on the website and the Community Development counter. Mr. Wood stated he is the primary contact and the final decision is made by the loan review panel. He stated the 2009 funds are good for a three-year period and must be at least 50% spent before the City can reapply.

A brief discussion ensued between Mayor Johnson and Mr. Wood regarding the timing associated with making the program work in light of the number of short sales and foreclosures on the market and the slow turn around by the lending agencies with the process.

Jeanette Goonen spoke in support of the program, stating it will help residents.

Mayor Pro Tempore Mounce made a motion, second by Council Member Katzakian, to adopt

Resolution No. 2011-97 approving the Program Guidelines for the Revised First Time Home Buyer Program.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-2 Consider Budget Year 2011/12 Concession Proposal from Lodi Police Officers Association (CA)

City Attorney Schwabauer provided a brief presentation regarding the proposed concession proposals from the Lodi Police Officers Association as set forth in the Council Communication and blue sheets on the item. Mr. Schwabauer stated staff is recommending accepting the revised proposal as indicated, which also resolves the pending claim.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2011-98 approving the budget year 2011/12 concession proposal from the Lodi Police Officers Association, authorizing the City Manager to execute the settlement concession agreements, and authorizing staff to administratively revise the 2011/12 Financial Plan and Budget adopted June 1, 2011, to implement the concession agreement and adopted Resolution No. 2011-99 approving employer paid member contributions all as recommended in the blue sheets.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:20 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 21, 2011**

The June 21, 2011, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 28, 2011**

The June 28, 2011, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposals and Authorize Advertisement for Facility Improvements at the Lodi Transit Station

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve request for proposals (RFP) and authorize advertisement for facility improvements at the Lodi Transit Station.

BACKGROUND INFORMATION: At its May 6, 2009 meeting, City Council accepted the Short Range Transit Plan which included the facility improvements at the Lodi Transit Station. Since then, staff has prepared technical specifications and construction drawings for the project, which will be funded by the Federal Transit Administration and Transportation Development Act programs. This next phase of the project is to request proposals for facility improvements at the Lodi Transit Station.

The project includes replacing the gutters, the damaged roof structure, and composition roofing at the four passenger shelters; rerouting and connecting eight existing downspouts to new gutters at the four passenger shelters; pressure washing and painting the four passenger shelters, north annex, south annex, and main Transit Station; removing and replacing concrete expansion caulk joints at the platform surrounding all the buildings and shelters, and replacing the louvered covers at the south annex.

The RFP documents provide the basic plan and specifications for the contractor to construct the improvements at the Lodi Transit Station. The selected contractor will obtain the building permit. Staff will request Council approval of the construction contract at a later date. The RFP is on file in the Public Works Department.

FISCAL IMPACT: None at this point, but approximately \$132,000 at contract award if approved by City Council.

FUNDING AVAILABLE: Funding is from the Federal Transit Administration and Transportation Development Act (125179).

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Sr. Traffic Engineer

FWS/PJF/pmf

cc: Gary Wiman, Construction Manager

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding the Annual Purchase Order for Materials and Services Needed to Maintain the Trojan Ultra Violet Disinfection System at White Slough Water Pollution Control Facility to DC Frost Associates, Inc., of Walnut Creek, CA (\$263,740)
MEETING DATE: July 6, 2011
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding the annual purchase order for materials and services needed to maintain the Trojan Ultra Violet (UV) disinfection system at White Slough Water Pollution Control Facility to DC Frost Associates, Inc., of Walnut Creek, in the amount of \$263,740.

BACKGROUND INFORMATION: The Trojan UV System at White Slough Water Pollution Control Facility went online in January 2005. The UV system requires regular maintenance to keep it properly operating. D.C. Frost Associates is the local representative for Trojan Technologies, the sole source for the UV equipment.

The attached list of materials and services provided in Exhibit A presents an estimate of parts needed for annual maintenance. Also included in the list is the cost to provide quarterly service from a Trojan certified technician. The materials and services are essential to maintain optimal operation of the UV system, which helps prevent equipment malfunctions, reducing the risk of regulatory fines.

The annual UV maintenance cost for FY 2011/2012 is increased by \$33,421 due to increases in equipment costs and an increase in the number of replacement quartz sleeves that are showing signs of wear since commissioning. The quartz sleeve replacement is necessary for the system to meet regulatory requirements.

FISCAL IMPACT: This contract reduces the risk of failures to the UV system and the levy of regulatory fines by the State Water Resources Control Board.

FUNDING AVAILABLE: Funding for this contract will come from the 2011/2012 White Slough Operating Budget.

Budgeted Fund: White Slough Operating Fund (170403)

Project Estimate: \$263,740

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Del Kerlin, Wastewater Treatment Superintendent

FWS/CS/ki

cc: D. Stephen Schwabauer, City Attorney
Charles E. Swimley, Jr., Deputy Public Works Director-Utilities
Del Kerlin, Wastewater Treatment Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

Aftermarket Parts Price List

Minimum Order \$50.00

Trojan UV3Plus

F.O.B. Factory, Prepay & Add Freight

Tax is not included

1) Lamps, Sleeves & Ballasts Prices marked with * are in effect through January 31, 2012.				
Part #	Description	Quantity	Unit Price	Extended Price
302509	Lamp GA64T6 Amalgam, C-Series	1200	147.00*	176,400.00
316136	Sleeve, Quartz	500	58.80*	29,400.00
915378	Ballast	10	382.30*	3823.00

2a) Module Parts				
Part #	Description	Quantity	Unit Price	Extended Price
912356-001	Board, MCB 220-277V	2	85.00	170.00
912362	IC Transceiver Chip RS485 75176	10	16.00	160.00
328024-003	Wire Harness, MOD SEC 60"	4	13.00	52.00
2b) Module Common Parts				
Part #	Description	Quantity	Unit Price	Extended Price
316144	O-Ring, Sleeve Seal	1200	0.30	360.00

3) UV Intensity Sensor Replacement Parts				
Part #	Description	Quantity	Unit Price	Extended Price
015239	Sensor Sleeve, Quartz (6')	5	104.00	520.00

4) Power Distribution Center				
Part #	Description	Quantity	Unit Price	Extended Price
316074	Receptacle Assembly	2	220.00	440.00
912706	Board, Relay 220-277V (OES 2382)	10	168.00	1680.00

5) Hydraulic System Center				
Part #	Description	Quantity	Unit Price	Extended Price
907384	Hydraulic Filter Element	3	29.00	87.00
931012-120	Board, HCB 120V (OES 2401B)	1	2122.00	2122.00
326085	Water Glycol, Hydraulic (5 gal.)	22	191.00	4202.00
326411	Hydraulic Cylinder	2	833.00	1666.00

Aftermarket Parts Price List

Minimum Order \$50.00

EXHIBIT A**Trojan UV3Plus**

F.O.B. Factory, Prepay & Add Freight

Tax is not included

6) Level Sensor				
Part #	Description	Quantity	Unit Price	Extended Price
912179	Board, Low Level Relay 120VAC	1	219.00	219.00
903381	Level Sensor Electrode (2' SS)	1	32.00	32.00
903957-002	Electrode, Level Sensor w/Sheath 2"	1	56.00	56.00

7) Wiper System				
Prices marked with * are in effect through January 31, 2012.				
Part #	Description	Quantity	Unit Price	Extended Price
005066	Grease, Food Grade	6	17.00	102.00
010301	Vent Screw	5	0.30	1.50
327021	Seal Kit	50	12.93*	646.50
327030	Tubing, Viton, 1/4", part #327030	36"	0.90	32.40
327066	Fitting, Inter-Wiper 90° Elbow	22	1.25	27.50
327027	Fitting, Interwiper (PVC)	50	0.90	45.00
331005	Rust Inhibitor, Safeguard M-1	2	52.00	104.00
901507	Acti-Clean Gel, 4x1 gallon	5	140.00	700.00

8) Preventive Maintenance				
Part #	Description	Quantity	Unit Price	Extended Price
Preventive Maint.	Quarterly Service (1 day per quarter)	1 yr	\$14,880.00	\$14,880.00

Total (without tax or freight)				\$237,927.90
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*Parts with pricing in effect through January 31, 2012 are subject to CPI adjustments per agreement.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING ANNUAL PURCHASE ORDER FOR MATERIALS AND SERVICES NEEDED TO MAINTAIN ULTRA VIOLET DISINFECTION SYSTEM AT WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

WHEREAS, ultraviolet (UV) system at the White Slough Water Pollution Control Facility went online in January 2005 and requires regular maintenance to keep it operating properly; and

WHEREAS, D.C. Frost Associates, Inc. is the local representative for Trojan Technologies, the sole source for the UV equipment; and

WHEREAS, staff recommends approving a purchase order with D.C. Frost Associates, Inc., of Walnut Creek, California, for materials and services needed for annual maintenance, including quarterly service from a certified technician, to maintain optimal operation and to ensure against fines imposed by the State Water Resources Control Board for equipment malfunction; and

WHEREAS, the estimated cost of the purchase order, based on past usage, is \$263,740, including tax and freight.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase order of materials and services needed to maintain the UV disinfection system at the White Slough Water Pollution Control Facility to D.C. Frost Associates, Inc., of Walnut Creek, California, in the estimated amount of \$263,740.

Dated: July 6, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Negotiate and Execute Purchase Order for Two 32-Foot Transit Vehicles from El Dorado Bus Sales, of Hayward, CA, (\$940,500) and Appropriating Funds (\$291,400)

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to negotiate and execute purchase order for two 32-foot transit vehicles from El Dorado Bus Sales, of Hayward, CA, for \$940,500 and appropriating funds in the amount of \$291,400.

BACKGROUND INFORMATION: The City of Lodi currently operates and maintains 26 transit vehicles for the GrapeLine, Dial-A-Ride and VineLine transit systems. The City received Proposition 1B funds from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) to purchase compressed natural gas (CNG) transit vehicles in 2008 and 2011. The two vehicles proposed are replacement buses for two of the 40-foot buses, set to retire in 2012. Staff recommends purchasing the two El Dorado National CNG Easy Rider II (32-foot) transit vehicles utilizing the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/ CalACT) Contract RFP#09-02 in the approximate amount of \$940,500. Total project costs are estimated to be \$968,300, including delivery and contingencies. Appropriation of \$676,900 is included in the FY 2011/12 budget and an additional appropriation of \$291,400 is requested for a total of \$968,300.

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Purchasing the buses utilizing the City of Porterville contract saves the City of Lodi money and time.

FISCAL IMPACT: Failure to purchase transit vehicles would result in returning funds and the delayed purchase of new vehicles resulting in higher maintenance costs.

FUNDING AVAILABLE:

<u>Budgeted FY 2011/12</u>	
Proposition 1B (PTMISEA) (1252)	\$676,900
<u>Additional Appropriation:</u>	
Proposition 1B (PTMISEA)	<u>\$291,400</u>
	<u>\$968,300</u>

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer

cc: Fleet and Facilities Manager
Fleet Services Supervisor
MV General Manager Brenda Kuykendall
Transportation Manager

APPROVED: _____
Konradt Bartlam, City Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 06/27/2011
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1252		5501	Prop 1B	\$ 291,400.00
B. USE OF FINANCING	1252	125283	7851	CNG Buses	\$ 291,400.00

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

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

Purchase of two 32 foot transit vehicles from El Dorado Bus Sales.

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

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

Department Head Signature: Wally Sande

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2011-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO NEGOTIATE AND
PURCHASE TWO 32 FOOT TRANSIT VEHICLES
FROM EL DORADO BUS SALES AND
APPROPRIATING ADDITIONAL FUNDS

=====

WHEREAS, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchases of supplies, services, or equipment when it is in the best interest of the City to do so; and

WHEREAS, the City of Lodi currently operates and maintains 26 transit vehicles for our transit system; and

WHEREAS, the City received Proposition 1B Funds from Public Transportation Modernization, Improvement, and Service Enhancement Account to purchase CNG transit vehicles in 2008 and 2011; and

WHEREAS, staff recommends purchasing the two El Dorado National CNG easy Rider II (32 foot) transit vehicles utilizing the Morongo Basin Transit Authority Lead Agency for the California Association for Coordinated Transportation (MBTA/CalAct) Contract RFP#09-02 in the approximate amount of \$940,500; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to negotiate and purchase two 32-foot transit vehicles from El Dorado Bus Sales, of Hayward, California for the amount of \$968,000 which covers the purchase of the two transit vehicles, contingencies, and any other incidentals; and

BE IT FURTHER RESOLVED that Proposition 1B (PTMISEA) (1252) funds are budgeted in the amount of \$676,900 for fiscal year 2011/12 and an additional appropriation of Proposition 1B funds (PTMISEA) is requested in the amount of \$291,400 for a total of \$968,300.

Dated: July 6, 2011

=====

I hereby certify that Resolution No. 2011-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Purchase of Encoder Receiver Transmitter Equipped Itron Solid-State Meters from General Pacific of Portland, Oregon (\$572,000)

MEETING DATE: July 6, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of encoder receiver transmitter equipped Itron solid-state meters from General Pacific of Portland, Oregon (\$572,000).

BACKGROUND INFORMATION: In Resolution No. 2005-64, dated April 6, 2005, the City Council approved the standardization of solid-state electric meters from one manufacturer, Itron of Spokane, Washington. General Pacific of Portland, Oregon is the exclusive supplier of these meters.

The Electric Utility Department has completed installation of automated meter reading Itron solid-state electric meters equipped with encoder receiver transmitters at approximately 22,800 residences and small businesses since 2006, and in the second quarter of 2011 began work on the commercial polyphase deployment . Approving this recommendation will allow the utility to purchase and install the polyphase meters required to automate the commercial and industrial sectors of our customer base during Fiscal Year 2011/12.

FISCAL IMPACT: Procurement cost is \$572,000.

FUNDING: Included in Fiscal Year 2011/12 Budget Account No. 161000.1842.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Ken Berg, Metering Electrician

EK/KB/lst

APPROVED: _____
Konradt Bartlam, City Manager

EUD Part Number	Description	Quantity	Unit Pricing	Tax	Sub Total
144.4108	Centron 9s	248	\$445.00	\$38.94	\$120,016.50
144.4110	Centron 16s	932	\$445.00	\$38.94	\$451,029.75
Total Purchase	Polyphase Meters	1180			\$571,046.25

Order Schedule Dates	EUD P/N	Quantity	Unit Pricing	Tax	Sub Totals	PO Amounts
July 7, 2011	144.4108	62	\$445.00	\$38.94	\$30,004.13	
	144.4110	233	\$445.00	\$38.94	\$112,757.44	\$142,761.56
October 1, 2011	144.4108	62	\$445.00	\$38.94	\$30,004.13	
	144.4110	233	\$445.00	\$38.94	\$112,757.44	\$142,761.56
December 1, 2011	144.4108	62	\$445.00	\$38.94	\$30,004.13	
	144.4110	233	\$445.00	\$38.94	\$112,757.44	\$142,761.56
February 1, 2012	144.4108	62	\$445.00	\$38.94	\$30,004.13	
		233	\$445.00	\$38.94	\$112,757.44	\$142,761.56
Totals	Polyphase Meters	1180			\$571,046.25	\$571,046.25



Knowledge to Shape Your Future

June 16, 2011

Randy Lipelt
City of Lodi
1331 S Ham Lane
Lodi CA 95242-3995

To whom it may concern:

Please be advised that General Pacific, Inc. is the exclusive distributor of Itron ChoiceConnect™ electricity meters and metering products to the City of Lodi, CA.

Please do not hesitate to contact me if you would like to discuss this in more detail.

Sincerely,

Rob Rickard
Area Manager
(509) 990-9216
rob.rickard@itron.com

cc: Mike Crumbaker – General Pacific

QUOTATION

General Pacific, Inc.
P.O. Box. 70
Fairview, OR 97024
USA
503-907-2900

Order Number	
1028800	
Order Date	Page
6/17/2011 08:01:45	1 of 1

Quote Expires On 7/17/2011

Bill To:

Lodi, City of
Accts Payable
PO Box 3006
Lodi, CA 95241-1910

Ship To:



Lodi, City of
MSC Warehouse
1331 Ham Lane
Lodi, CA 95242-3995

1-209-333-6790

Attn: Ms. Michelle Munoz

Requested By: Mr. Ken Berg

Customer ID: 100855

<i>PO Number</i>	<i>Ship Route</i>	<i>Taker</i>
FN100 Metering Quote 2011		LPODREZOV

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
248.0000	0.0000	248.0000	EA		ITR 6490511-LODI ML1, HP, CP1SDR3, HP with Ert Radio FM9S, KWH, KW, R300CD3 Lexan cover Badged and Numbered	EA	445.0000	110,360.00
Ordered As: ITR 6490511								
932.0000	0.0000	932.0000	EA		ITR 6490510-LODI FM16S, ML1, Centron, HP with ERT radio KWH, KW R300CD3 . Badged and seq. numbered.	EA	445.0000	414,740.00

Total Lines: 2

SUB-TOTAL: 525,100.00
TAX: 45,946.25
AMOUNT DUE: 571,046.25

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE PURCHASE OF ENCODER
RECEIVER TRANSMITTER EQUIPPED ITRON SOLID-
STATE METERS FROM GENERAL PACIFIC OF
PORTLAND, OREGON

=====

WHEREAS, the City Council adopted Resolution No. 2005-64 on April 6, 2005, standardizing the use of solid-state meters from one manufacturer, Itron of Spokane, Washington; General Pacific of Portland, Oregon is the exclusive supplier of these meters; and

WHEREAS, the Electric Utility Department has completed installation of automated meter reading Itron solid-state electric meters equipped with encoder receiver transmitters at approximately 22,800 residences and small businesses since 2006, and in the second quarter of 2011 began work on the commercial polyphase deployment; and

WHEREAS, approving this recommendation will allow the utility to purchase and install the polyphase meters required to automate the commercial and industrial sectors of our customer base during Fiscal Year 2011/12.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of encoder receiver transmitter equipped Itron solid-state meters from General Pacific of Portland, Oregon in an amount not to exceed \$572,000.

Dated: July 6, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011 by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the NCPA Renewable Energy Certificates Transfer Agreement and Authorizing Execution by the City Manager with Administration by the Electric Utility Director

MEETING DATE: July 6, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the NCPA Renewable Energy Certificates Transfer Agreement and authorizing execution by the City Manager with administration by the Electric Utility Director.

BACKGROUND INFORMATION: The City of Lodi is a Project Participant in several NCPA generation facilities. Lodi has full and unfettered rights and title to its Project Entitlement Percentage of the Capacity and Energy attributable to NCPA project generation, as specified in the respective NCPA Project Agreements. Such project Capacity and Energy may include renewable and environmental attributes, including Renewable Energy Certificates (RECs). RECs are a certification, by an independent third party, that Lodi owns energy that meets the State's renewable energy standard. Lodi is also eligible to receive RECs made available to the customers of the Western Area Power Administration's Sierra Nevada Region ("Western") attributable to Western Base Resource hydroelectric generation.

NCPA has established an account with the Western Renewable Energy Generation Information System (WREGIS), and has been, and will continue to be, issued RECs by WREGIS sourced from NCPA's Registered Generating Units. Such RECs are initially issued to and are held by NCPA in its WREGIS account. In addition to RECs attributable to NCPA project generation, NCPA may, on behalf of Lodi, be transferred RECs from Western attributable to Lodi's share of Western Base Resource hydroelectric generation, consistent with Lodi's assignment of its Western Base Resource percentage to NCPA.

Lodi will utilize RECs to satisfy the State's renewable energy standard. In addition, excess RECs may have certain monetary value. As a result, Lodi has requested that NCPA transfer to Lodi its share of RECs held in NCPA's WREGIS account. Other NCPA Members have made similar requests. In order to clearly specify the terms and conditions under which NCPA will transfer RECs to Lodi, NCPA has developed the Renewable Energy Certificates Transfer Agreement. In order for Lodi to receive RECs transferred from NCPA, Lodi has established an account with WREGIS and needs to execute the Renewable Energy Certificates Transfer Agreement with NCPA.

In accordance with the Renewable Energy Certificates Transfer Agreement, Lodi will request NCPA to transfer Lodi's share of RECs attributable to NCPA project generation and Western Base Resource hydroelectric generation held by NCPA in its WREGIS account to Lodi's WREGIS account. Lodi has already established its own WREGIS account to accommodate the "Interim Agreement for Northern California Power Agency Geothermal Projects Numbers 2 and 3 Transfers of Renewable Energy

APPROVED: _____
Konradt Bartlam, City Manager

Certificates (RECs)" approved in Resolution No. 2010-217. The Renewable Energy Certificates Transfer Agreement solely provides for the transfer of RECs and does not include services from NCPA to sell or market RECs on behalf of Lodi. Once Lodi has executed the Renewable Energy Certificates Transfer Agreement with NCPA, Lodi will request a transfer of RECs by submitting a written request to NCPA using the Renewable Energy Certificates Transfer Request form included as part of the agreement.

Once the RECs are received by Lodi, Lodi can retire these RECs to satisfy its portion of the State's renewable energy standard. Also if Lodi has RECs which are in excess of those needs, Lodi may sell those excess RECs.

FISCAL IMPACT: By executing the Renewable Energy Certificates Transfer Agreement, Lodi agrees to pay NCPA for Lodi's share of all costs NCPA incurs for providing the services described in the Renewable Energy Certificates Transfer Agreement. Such costs include REC transfer fees, direct costs associated with the management and transfer of RECs, NCPA management costs set forth in NCPA's then current Annual Budget, and any other reimbursable expenses incurred in performing the services provided pursuant to the Renewable Energy Certificates Transfer Agreement. Based on the number of RECs likely to be transferred from NCPA to Lodi, it is currently estimated that Lodi's cost for receiving a transfer of RECs from NCPA pursuant to the Renewable Energy Certificates Transfer Agreement will be minor.

FUNDING AVAILABLE: Included in Fiscal Year 2011/12 Budget Account No. 160642.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Matt Foskett, Manager, Rates and Resources

EAK/MF/lst



**RENEWABLE ENERGY CERTIFICATES TRANSFER AGREEMENT
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
CITY OF LODI**

This RENEWABLE ENERGY CERTIFICATES TRANSFER AGREEMENT ("Agreement") is made by and between the NORTHERN CALIFORNIA POWER AGENCY ("NCPA"), a joint public powers agency with offices located at 651 Commerce Drive, Roseville, California and City of Lodi, with offices located at 1331 South Ham Lane ("Contracting Member") (together sometimes referred to herein individually as "Party" and collectively as "Parties") as of _____, 2011 (the "Effective Date") in Roseville, California.

Section 1. RECITALS

This Agreement is entered into based on the following facts, among others:

1.1 NCPA is a public agency created by a joint powers agreement established under California law for the purpose of assisting its members in the efficient use of their common powers.

1.2 Contracting Member is engaged in, among other things, transmitting and distributing electric power in its corporate limits. Contracting Member is also a member of NCPA or a Project Participant. Contracting Member desires that NCPA provide Contracting Member with the Services described in this Agreement.

1.3 Article III, section 3 of the "Amended and Restated Northern California Power Agency Joint Powers Agreement" (as amended and effective January 1, 2008) (hereinafter "JPA") entitled "Powers and Functions" provides that none of the debts, liabilities or obligations of NCPA shall be the debts, liabilities or obligations of any of the members of NCPA unless assumed in a particular case by resolution of the governing body of the member to be charged." Notwithstanding the foregoing, Article V, section 1 of the JPA entitled "General Provisions" provides that "[t]he governing Commission of NCPA is authorized to procure public liability and other insurance as it deems advisable to protect NCPA and each of the parties hereto, charging the cost thereof to the operating costs of NCPA."

1.4 Contracting Member desires to secure NCPA's Services under this Agreement in a manner that balances its interests and the interests of other NCPA members with the ongoing financial viability and professional responsibilities of NCPA. Accordingly, Contracting Member desires to secure NCPA's Services under this Agreement by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at Contracting Member's sole expense, thereby ensuring that NCPA will substantially limit its risk for the provision of such Services which, in turn, allocates risks back to the Contracting Member in the event NCPA is not adequately insured.

1.5 Contracting Member and NCPA agree that the terms and conditions of this Agreement are made solely for the purpose of transferring Renewable Energy Certificates ("RECs") from NCPA to Contracting Member. The terms and conditions of this Agreement are specific to this Agreement and have no precedential value as to any NCPA Project Agreement.

1.6 Contracting Member has a Project Entitlement Percentage of the Capacity and Energy from a NCPA Project ("Project") as specified in the respective NCPA Project Agreement. Project Capacity and Energy includes, but is not limited to, all renewable and environmental attributes associated with the production of electricity from a renewable energy resource, including RECs. All NCPA Projects that are Registered Generating Units, and for which NCPA is issued and receives RECs are listed in Exhibit B of this Agreement. Contracting Member's allocated share of RECs attributable to Project generation is calculated pursuant to Section 4.2.

1.7 Contracting Member may be eligible to receive CVP RECs made available to a customer of the Western Area Power Administration's Sierra Nevada Region ("Western"). If NCPA, on behalf of Contracting Member, receives a transfer of CVP RECs from Western, Contracting Member may request its allocated share of CVP RECs be transferred in accordance with this Agreement, and Contracting Member agrees to be solely responsible for compliance with all applicable rules and obligations associated with CVP RECs as may be established by Western (e.g. CVP RECs may be nontransferable and may not be available for resale by Contracting Member). Contracting Member's allocated share of CVP RECs is calculated pursuant to Section 4.3.

1.8 NCPA has entered into an Account Holder Registration Agreement ("Terms of Use") with WREGIS and Services provided under this Agreement shall be performed in a manner that does not violate any of the rules or obligations contained in the Terms of Use.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth, NCPA and Contracting Member agree as follows:

Section 2. DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings as applicable, whether in the singular or plural:

2.1 "All Resources Bill" shall mean the single, combined monthly bill from NCPA to a NCPA Member or Project Participant, with respect to all NCPA programs and projects.

2.2 "Annual Budget" shall mean the budget for the ensuing Fiscal Year adopted by the Commission, as may be amended from time to time.

2.3 "Base Resource" shall mean Base Resource as that term is defined in Contract 04-SNR-00782 made between NCPA and Western.

2.4 "Capacity" shall mean the maximum load carrying ability of an electric generating unit or combination of units in kilowatts.

2.5 "Central Valley Project" shall mean the multipurpose Federal water and Power project extending from the Cascade Range in northern California to the plains along the Kern River, south of the City of Bakersfield, California.

2.6 "Commission" shall mean the NCPA Commission.

2.7 "CPUC" shall mean the California Public Utility Commission.

2.8 "CVP REC" shall mean RECs that may be associated with the megawatt-hours from Central Valley Project hydropower generation.

2.9 "Energy" shall mean the electrical energy produced, flowing or supplied by generation, transmission or distribution facilities, being the integral with respect to time of the instantaneous power, measured in units of watt-hours or standard multiples thereof, e.g., 1,000 Wh=1kWh, 1,000 kWh=1MWh, etc.

2.10 "Fiscal Year" shall mean the NCPA fiscal year; currently the twelve month period beginning July 1 and ending on the next following June 30.

2.11 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region and consistently adhered to by the electric utility industry.

2.12 "NCPA Members" shall mean the signatories to the JPA or those agencies which have executed an Associate Member Agreement with NCPA.

2.13 "NCPA Project" or "Project" shall mean generating resources and/or contractual rights to electric energy designated by the NCPA Commission as an NCPA Project.

2.14 "Project Agreement" shall mean any second phase, third phase or operating agreement relating to a specific NCPA Project.

2.15 "Project Participant" shall mean a NCPA Member or third party which enters into an agreement with NCPA relating to the second phase, third phase or operation of a NCPA Project.

2.16 "Project Participation Percentage" shall mean the percentage of participation of Contracting Member in an NCPA Project as specifically set forth in a Project Agreement.

2.17 "QRE" shall mean Qualified Reporting Entity as that term is defined by WREGIS.

2.18 "Registered Generating Unit" shall mean a generating unit that has registered its facility with the WREGIS Director.

2.19 "Renewable Energy Certificate" or "REC" shall mean WREGIS Certificate as that term is defined by WREGIS.

2.20 "Stranded Costs" shall mean all costs incurred by NCPA in providing Services to Contracting Member under this Agreement that could not reasonably be avoided by NCPA from the date it receives a written Notice of Termination. Such costs may include, but not be limited to, salary and employment costs, rent, utilities, or contracts incurred to provide Services under this Agreement.

2.21 "Uncontrollable Force" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control of the Party claiming Uncontrollable Force which could not be avoided through the exercise of Good Utility Practice.

2.22 "Unit Energy Allocation Process" or "UEA" shall mean the process used by NCPA to allocate NCPA Project metered generation to Project Participants approved by the NCPA Commission, as modified from time to time.

2.23 "WREGIS" shall mean the Western Renewable Energy Generation Information System.

Section 3. SERVICES TO BE PROVIDED; AUTHORIZED REPRESENTATIVES; STANDARD OF PERFORMANCE

3.1 This Agreement is entered into by the Parties in order for NCPA to transfer RECs to Contracting Member as described in Exhibit A hereto ("Services").

3.2 NCPA agrees that Contracting Member has full and unfettered rights and title to its Project Entitlement Percentage share of Project Capacity and Energy and its allocated share of any RECs corresponding to NCPA Project generation as determined by WREGIS, and such right and title are transferable and available for resale by Contracting Member according to the terms and conditions of WREGIS. NCPA further agrees that, unless agreed to by Contracting Member in a separate contract, NCPA will not sell to third parties RECs arising from Contracting Member's share of Project Capacity and Energy.

3.3 Contracting Member agrees not to transfer, assign, sell or exchange any Project RECs, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the bonds supporting NCPA Projects in being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1954, as amended, by reason of classification of such bond as an "industrial development bond" within the meaning of Section 103(b) of said Code. Should Contracting Member seek to transfer, assign, sell or exchange any Project RECs for a term greater than three (3) years, then Contracting Member will provide NCPA with sufficient notice of such intent to allow NCPA to secure an opinion of its bond counsel regarding potential tax effects of such a transfer, and the costs incurred by NCPA to secure bond counsel's opinion shall be charged to and paid by Contracting Member.

3.4 NCPA makes no representations as to whether any Project RECs and CVP RECs transferred to Contracting Member under this Agreement are marketable or qualify for or meet any renewable portfolio standards, renewable energy standards, or any other renewable type standard. NCPA is making the Project RECs and CVP RECs available to Contracting Member AS IS. It is the Contracting Member's responsibility to verify whether the Project RECs and CVP RECs transferred by NCPA will qualify for California, Federal, or other renewable requirements.

3.5 If any REC transferred by NCPA to Contracting Member is later determined by WREGIS, CPUC, or any other regulatory or enforcement agency having jurisdiction to be invalid or inaccurate for any reason, including, but not limited to, revised meter data, QRE errors or WREGIS errors, Contracting Member agrees to remedy the problem at Contracting Member's expense. If the same issue also involves other Contracting Members the affected Contracting Members shall be jointly responsible for remedying the problem at their expense.

If the invalidity or inaccuracy was created by an error by NCPA, then NCPA agrees to remedy the problem; provided that Contracting Member nonetheless agrees to pay all costs and losses caused by any error committed by NCPA unless the problem also involves other Contracting Members, in which case, all costs and losses will be allocated pro rata to all impacted Contracting Members based on the RECs in question.

3.6 The following are the Authorized Representatives of the parties for contract administration purposes under this Agreement:

David Dockham
Assistant General Manager, Power Management
651 Commerce Drive
Roseville, CA 95678
Phone: 916-781-4256
Fax: 916-781-4252
Dave.Dockham@ncpa.com

Elizabeth Kirkley
Electric Utility Director
1331 South Ham Lane
Lodi, CA 95242
Phone: 209-333-6828
Fax: 209-333-6839
ekirkley@lodielectric.com

No Authorized Representative is authorized to amend any provision of this Agreement except in accordance with Section 13.16.

3.7 Standard of Performance. NCPA will perform and or oversee, as applicable, the Services using that level of skill and attention reasonably required to complete the Services in a competent and timely manner.

3.8 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement.

3.9 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 3.7, above and to satisfy NCPA's obligations hereunder.

Section 4. ALLOCATION OF RENEWABLE ENERGY CERTIFICATES

4.1 Establishing a WREGIS Account. Prior to submitting a request for NCPA to transfer RECs from NCPA's WREGIS account to Contracting Member, Contracting Member shall establish its own account with WREGIS and provide NCPA with documentation of its WREGIS account.

4.2 Allocation of NCPA Project RECs. RECs attributable to NCPA Project generation shall be allocated to Contracting Member in proportion to its allocated share of metered generation from a NCPA Project. Contracting Member's allocated share of metered generation from a NCPA Project is calculated in accordance with the UEA process. Contracting Member's allocated share of RECs attributable to a NCPA Project for which the metered generation from said Project cannot be allocated in accordance with the UEA process, will be equal to Contracting Member's Project Participation Percentage share of all RECs issued for the NCPA Project (e.g. NCPA hydro solar project).

4.3 Allocation of CVP RECs. Contracting Member's allocated share of CVP RECs held in NCPA's WREGIS account, if any, is equal to the total quantity of CVP RECs transferred to NCPA from Western on behalf of Contracting Member, whose share of total CVP RECs attributable to Central Valley Project hydroelectric generation is allocated by Western to Contracting Member based on its Base Resource percentage.

4.4 Partial REC Accounting. WREGIS will produce and issue RECs based on generation output. Pursuant to the Terms of Use one (1) REC will be created for each whole megawatt-hour of renewable energy that is produced. If the total amount of metered generation output from a NCPA Project is less than one (1) megawatt-hour for a specific vintage period a REC will not be created and issued by WREGIS until the total accumulation of metered generation output from a NCPA Project is equal to or greater than one (1) megawatt-hour.

4.4.1 If the total metered generation output from a NCPA Project is less than one (1) megawatt-hour for a specific vintage period, NCPA will track the total metered generation output from a NCPA Project in NCPA's WREGIS account until the total accumulation of metered generation output from a NCPA Project is equal to or greater than one (1) megawatt-hour. Once the total accumulation of metered generation output from a NCPA Project is equal to or greater than one (1) megawatt-hour, WREGIS will produce and issue a REC, and such REC will be allocated to Contracting Member in accordance with Section 4.2.

4.4.2 In accordance with the Terms of Use, NCPA may only transfer a whole number, or positive integer, of RECs from NCPA's WREGIS account to Contracting Member's WREGIS account. If resulting from the allocation of NCPA Project RECs as specified in Section 4.2, or the allocation of CVP RECs as specified in Section 4.3, Contracting Member is allocated a quantity of

Project RECs and/or CVP RECs for a specific vintage period, and from a specific source, that includes a fractional quantity of RECs (e.g. 1.5 RECs), the fractional quantity of RECs allocated to Contracting Member will be held in NCPA's WREGIS account on behalf of Contracting Member until Contracting Member is allocated additional fractional quantities of RECs provided from the same source so that the summation of such fractional quantities is equal to a whole number of RECs. Once a whole number of Contracting Member's RECs has accumulated in NCPA's WREGIS account, such quantity of RECs will be made available for transfer from NCPA to Contracting Member.

Section 5. TERM AND TERMINATION

5.1 Authorization to Perform Services. NCPA is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until its receipt of a written resolution and/or other appropriate/applicable authorization from Contracting Member's governing body confirming Contracting Member's authority to enter into this Agreement and confirming that the Contracting Member has allocated funds for and approved contract payments to NCPA under this Agreement.

5.2 Term. The term of this Agreement shall begin on the Effective Date and shall end when terminated by either Party upon two (2) years written notice or upon such date prior to two (2) years as mutually agreed upon by all Parties ("Notice of Termination"). Contracting Member shall pay NCPA for all fees and costs required under this Agreement through the effective date of its Notice of Termination plus all Stranded Costs. Upon payment of the above amounts, neither Party shall have any further obligations under this Agreement except as otherwise set forth in Section 6.7 regarding the survival of defense and indemnity obligations.

Section 6. INDEMNITY AND INSURANCE

6.1 Limitation of NCPA's Liability.

6.1.1 Except as provided in this section 6.1, NCPA shall not at any time be liable for any injury or damage occurring to Contracting Member or any other person or property from any cause whatsoever arising out of this Agreement.

6.1.2 The provisions of section 6.1.1 shall not apply where the injury or damage occurring to Contracting Member is caused by the negligence or willful misconduct of NCPA or of any employee, agent or contractor of NCPA, and provided that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the insurance policies described in this Section 6.

6.1.3 Contracting Member Liable for NCPA's Deductibles and or Self-Insured Retentions. Notwithstanding Section 6.1.2 above, the Contracting Member agrees to reimburse NCPA, in a timely manner, for all deductibles and/or self-insured retentions payable for any claim, liability or damage arising out of this Agreement.

6.2 Indemnification of NCPA. Except as specified in Section 6.1.2 above, Contracting Member shall, at its sole cost and expense, indemnify and hold harmless NCPA and all associated, affiliated, allied, member and subsidiary entities of NCPA, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees arising out of this Agreement.

6.3 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Contracting Member shall, upon reasonable prior written notice from any of the Indemnitees, at Contracting Member's sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnitee and the Contracting Member, unless mutual selection of counsel is expressly prohibited by an applicable insurance policy; provided however, that neither Indemnitee nor Contracting Member shall admit liability in any such matter or on behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of any claim for which Indemnitees are indemnified hereunder without prior express written consent. The Contracting Member's duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend.

6.4 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 6.

6.5 Insurance. During the term of the Agreement and prior to beginning any work under this Agreement, NCPA shall maintain, or cause to be maintained, in full force and effect, and at its sole cost and expense, the types and limits of liability insurance as are annually approved by the Commission. The types and limits of liability insurance that are applicable to this Agreement are evidenced in policy summaries, which are attached hereto as Exhibit D. NCPA warrants and represents that the types of liability insurance and coverage limits shown in Exhibit D are in full force and effect and shall remain so during the term of this Agreement unless NCPA gives prior written notification (of not less than 30 days) of modification, cancellation or rescission of such coverage.

6.6 Contracting Member's Acknowledgment of Option to Secure Additional Insurance. The Contracting Member acknowledges that there are limitations on NCPA's liability to the Contracting Member under this Section 6 and that the Contracting Member may need to purchase additional insurance of its own to cover the additional risks and the potential additional liabilities it is assuming under this Agreement. Contracting Member agrees that it will cause, with respect to any additional insurance it obtains or which is otherwise available to Contracting Member, its insurers to issue an endorsement providing a waiver of subrogation rights as to Indemnitees.

6.7 Survival of Obligations. The defense and indemnity obligations of Section 6 shall survive the termination of this Agreement.

Section 7. COMPENSATION, CHARGES & REIMBURSEMENTS

7.1 Contracting Member hereby agrees to pay NCPA for its allocated share of all costs NCPA incurs for providing Services to Contracting Member. Such costs include REC transfer fees, direct costs associated with the management and transfer of RECs, NCPA management costs set forth in NCPA's then current Annual Budget, and any other reimbursable expenses incurred in performing the Services. All costs NCPA incurs for providing Services to Contracting Member will be allocated as set forth in Exhibit C and NCPA's then current Annual Budget. The Annual Budget will be updated and approved by the NCPA Commission, as it deems necessary, but not less than each year in connection with NCPA's Annual Budget process. Such approved updates will reflect NCPA's then current estimated annual cost for performing such continuing Services. Contracting Member shall pay NCPA for Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified herein shall be the only payments from Contracting Member to NCPA for Services rendered pursuant to this Agreement. NCPA shall submit all invoices to Contracting Member in the manner specified herein.

NCPA and Contracting Member acknowledge and agree that compensation paid by Contracting Member to NCPA under this Agreement is based upon NCPA's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of NCPA, if any. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which NCPA and its employees, agents, and subcontractors may be eligible. Contracting Member therefore has no responsibility for such contributions beyond compensation required under this Agreement.

7.2 Reimbursements. Contracting Member agrees to reimburse NCPA for NCPA's reasonable costs (including attorney's fees) to respond to any investigation by WREGIS, CPUC, or any other regulatory or enforcement agency having jurisdiction as to the validity of any transferred Project REC and CVP REC under this Agreement by NCPA to Contracting Member. If more than the Contracting Member's Project REC and CVP REC transfers are being investigated, NCPA agrees that all such costs shall be proportionately allocated among the applicable Contracting Members based upon the total number of Project RECs and CVP RECs under investigation.

Contracting Member further agrees to reimburse NCPA for NCPA's reasonable costs (including attorney's fees) of responding to any claim brought by a non-regulatory/non-enforcement third party concerning the RECs transferred under this Agreement from NCPA to Contracting Member. NCPA agrees that Contracting Member may independently appear in such proceeding and cooperate in the defense of any such claim if the Contracting Member so elects.

Section 8. BILLING AND PAYMENT

8.1 Invoices. NCPA shall submit invoices in the form of the All Resources Bill, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall be accompanied with adequate and proper supporting information and documentation for the Services performed, if and as applicable. For example:

- Volume of Project RECs and CVP RECs transferred to Contracting Member

8.2 Monthly Payment. Contracting Member shall make payments, based on invoices received, for Services satisfactorily performed, and for authorized reimbursable costs incurred as specified herein.

Payments shall be remitted directly to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Receivable

Except for an "Uncontrollable Force" as described in Section 10 hereof, any amount due and payable but not paid by Contracting Member on the invoice due date set forth on the invoice shall bear interest at the per annum prime rate (or reference rate) of the Bank of America NT & SA, then in effect, plus two percent per annum computed on a daily basis until paid. NCPA will mail all invoices within 24 hours of the invoice date thereon.

The postmark date on the envelope containing payment by check shall be used to determine timeliness of payment, except that payments received later than seven (7) days after the due date shall be declared late without regard to postmark date. An invoice coming due on a Friday, holiday, or weekend shall be due on the next following nationally recognized working day.

8.3 Billing Dispute. If all or any portion of a bill is disputed by Contracting Member, the entire amount of the bill shall be paid when due, and NCPA's Authorized Representative shall be concurrently provided written notice of the disputed amount and the basis for the dispute. NCPA shall reimburse any amount determined to have been incorrectly billed, within ten (10) days after such determination.

8.4 Total Payment. Contracting Member shall pay for the Services to be rendered by NCPA pursuant to this Agreement. Contracting Member shall not pay any additional sum for any expense or cost whatsoever incurred by NCPA in rendering Services pursuant to this Agreement other than the payments provided for herein unless the Agreement has been modified by a properly executed amendment in accordance with Section 13.16 this Agreement.

8.5 Payment of Taxes. NCPA is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

8.6 Payment upon Termination. In the event that Contracting Member or NCPA terminates this Agreement pursuant to Section 5, Contracting Member shall compensate NCPA for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. NCPA shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 9. STATUS OF NCPA; FACILITIES AND EQUIPMENT

9.1 Independent Contractor. At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of Contracting Member. Contracting Member shall have the right to control NCPA only insofar as the results of NCPA's Services rendered pursuant to this Agreement. Contracting Member shall not have the right to control the means by which NCPA accomplishes Services rendered pursuant to this Agreement.

Section 10. UNCONTROLLABLE FORCES

10.1 Obligations of the Parties, other than those to pay money when due, shall be excused for so long as and to the extent that failure to perform such obligations is due to an Uncontrollable Force; provided, however, that if either Party is unable to perform due to an Uncontrollable Force, such Party shall exercise due diligence to remove such inability with reasonable dispatch. Nothing contained in this Agreement shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, contract, or any other service agreement or authorization necessary for the performance of this Agreement which contains terms and conditions which a Party determines in its good faith judgment are unduly burdensome or otherwise unacceptable.

10.2 Each Party shall notify the other promptly, by telephone to the other Party's operating personnel and Authorized Representative identified in Section 3.6, upon becoming aware of any Uncontrollable Force which may adversely affect the performance under this Agreement. A Party shall additionally provide written notice in accordance with Section 13.8 to the other Party within 24 hours after providing notice by telephone. Each Party shall notify the other promptly, when an Uncontrollable Force has been remedied or no longer exists.

Section 11. LEGAL REQUIREMENTS

11.1 Governing Law. The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine.

11.2 Compliance with Applicable Laws. NCPA and any subcontractors shall comply with all laws applicable to the performance of the Services hereunder.

11.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, NCPA and any subcontractors shall comply with all applicable rules and regulations to which Contracting Member is bound by the terms of such fiscal assistance program.

11.4 Licenses and Permits. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

11.5 Nondiscrimination and Equal Opportunity. NCPA shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by NCPA under this Agreement. NCPA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of NCPA thereby.

NCPA shall include the provisions of this Subsection in any subcontract approved by Contracting Member's Contract Administrator or this Agreement.

Section 12. KEEPING AND STATUS OF RECORDS.

12.1 NCPA's Books and Records. NCPA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Contracting Member under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to NCPA pursuant to this Agreement.

12.2 Inspection and Audit of Records. Any records or documents that Section 12.1 of this Agreement requires NCPA to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Contracting Member. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Contracting Member or as part of any audit of the Contracting Member, for a period of three (3) years after final payment under the Agreement.

12.3 Confidential Information and Disclosure. During the term of this Agreement, either party ("Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party ("Receiving Party"). All such Information made available in a tangible medium of expression (such as, without limitation, on paper or by means of magnetic tapes, magnetic disks or other computer media) shall be marked in a prominent location to indicate that it is the confidential, proprietary and trade secret information of Disclosing Party at the time of disclosure to Receiving Party. Receiving Party shall hold Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Receiving Party shall not attempt to reverse engineer or in any manner create any product or information which is similar in appearance to or based on the Information provided by Disclosing Party. Receiving Party shall not disclose Disclosing Party's Information to any person other than Receiving Party's employees, agents, contractors and subcontractors who have a need to know in connection with this Agreement.

Receiving Party's confidentiality obligations hereunder shall not apply to any portion of Disclosing Party's Information which:

- (a) Has become a matter of public knowledge other than through an act or omission of Receiving Party;
- (b) Has been made known to Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (c) Was in the possession of Receiving Party prior to the disclosure of such Information by Disclosing Party and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
- (d) Receiving Party is required by law to disclose; or
- (e) Has been independently developed by Receiving Party from information not defined as "Information" in this Agreement, as evidenced by Receiving Party's written records.

Receiving Party shall return or destroy Disclosing Party's Information (including all copies thereof) to Disclosing Party promptly upon the earliest of any termination of this Agreement or the Disclosing Party's written request. Notwithstanding the foregoing, Receiving Party may retain one copy of such Information solely for archival purposes, subject to the confidentiality provisions of this Agreement. The parties understand that each party is a public entity and is subject to the laws that may compel either to disclose information about the other's business.

Section 13. MISCELLANEOUS PROVISIONS

13.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

13.3 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of the Agreement can be enforced without failure of material consideration to any Party, then the remaining provisions shall continue in full force and effect. To that end, this Agreement is declared to be severable. Provided, however, that in the event any provision is declared to be invalid, void or unenforceable, either Party may terminate this Agreement upon ten (10) days written notice given within five (5) days of receipt of notice of final entry of judgment.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 Use of Recycled Products. NCPA shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

13.7 Conflict of Interest. NCPA shall not employ any Contracting Member official or employee in the work performed pursuant to this Agreement. No officer or employee of Contracting Member shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.8 Notices. Unless this Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made shall become effective when delivered in person, or sent by registered or certified first class mail, to the persons specified below:

David Dockham
Assistant General Manager, Power Management
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael Dean
General Counsel
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Elizabeth Kirkley
Electric Utility Director
1331 South Ham Lane
Lodi, CA 95242

With a copy to:

D. Stephen Schwabauer
City Attorney
PO Box 3006
Lodi, CA 95241-1910

Whenever it is required, permitted, or desired in this Agreement that written notice or demand be given by any Party to any other Party, such notice or demand may be either personally served or sent by United States Mail, or facsimile. Notice shall be deemed to have been given when personally served, when deposited in the United States Mail, certified or registered with postage prepaid and properly addressed, or when transmitted by facsimile provided however, notices delivered by facsimile shall only be effective if delivered during regular business hours on a day that is considered a regular business day for NCPA by the involved Parties.

13.9 Integration; Incorporation. This Agreement, including all the Exhibits attached

hereto, represents the entire and integrated agreement between Contracting Member and NCPA relating to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.

Exhibit A – Scope of Services

Exhibit B – NCPA Registered Generating Units

Exhibit C – Allocation of Costs and Fees

Exhibit D – NCPA Summaries of Liability Insurance

Exhibit E – Renewable Energy Certificates Transfer Request

13.10 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Contracting Member and NCPA agree to resolve the dispute in accordance with the following:

13.10.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute;

13.10.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

13.10.3 If the issue remains unresolved after ONE HUNDRED AND TWENTY (120) days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue whatever other remedies may be available to it.

13.10.4 This informal resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et seq.*

13.11 Other Agreements. This Agreement is not intended to modify or change any other agreement between any of the Parties, individually or collectively.

13.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.13 Obligations Several. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

13.14 Effect of Section Headings. Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretation of text.

13.15 Authority of Signatories. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

13.16 Amendments.

13.16.1 Deemed Approved Amendments. It is understood and agreed by the Parties that any NCPA Commission approved update to the then current NCPA Annual Budget rates and charges related to Services to be performed under this Agreement is deemed an approved amendment to this Agreement not requiring the consent of Contracting Member. Likewise, the addition of a Registered Generating Unit in Exhibit B hereto, or revisions to the form of Exhibit E by NCPA hereto are deemed an approved amendment to this Agreement not requiring the consent of the Contracting Member. A copy of any revised Exhibit B and Exhibit E will be provided to Contracting Member within thirty (30) days of such revision. Any such amendments to Exhibit B or Exhibit E shall not affect any completed REC transfers.

13.16.2 WREGIS Amendments. As of the execution date of this Agreement all Project RECs and CVP RECs that have been issued or transferred to NCPA are held in NCPA's WREGIS account, and the WREGIS Terms of Use are used as the standard for issuance, storage and transfer of RECs. If at some point after the execution date of this Agreement an alternative third party certifying entity is created and replaces WREGIS, or is used in addition to WREGIS for matters relating to RECs, or if the WREGIS Terms of Use are changed by WREGIS in a manner affecting this Agreement, NCPA and Contracting Member agree to amend this Agreement, as necessary, to reflect such change, and will make such amendments in good faith.

13.16.3 Authorized Representatives and Addresses for Notice. Either Party may, by providing written notice to the other party, modify either the identity or address for its Authorized Representative as identified in section 3.6, or may amend its address for notice as provided in Section 13.8.

13.16.4 Amendments in General. Except as otherwise provided in Section 13.16, the Parties may amend this Agreement only by a writing signed by all the Parties following each Party's receipt of written resolution/authorization from their governing bodies, which resolutions/authorizations shall be condition precedents to any amendments of this Agreement and shall be attached as Exhibits to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

Northern California Power Agency

CITY OF LODI

JAMES H. POPE, General Manager

KONRADT BARTLAM, City Manager

Attest:

Attest:

Assistant Secretary of the Commission

Randi Johl, City Clerk

Approved as to Form:

Approved as to Form:

General Counsel

D. Stephen Schwabauer, City Attorney

EXHIBIT A
SCOPE OF SERVICES

NCPA shall perform the following Services on behalf of Contracting Member pursuant to the Agreement between the Parties:

1. Contracting Member may direct NCPA to electronically transfer into Contracting Member's WREGIS account its allocated share, in whole megawatts-hours, of the RECs attributable to NCPA Project generation and CVP RECs as specified in Section 4 by completing and submitting to NCPA the Renewable Energy Certificates Transfer Request attached to this Agreement as Exhibit E. Such Renewable Energy Certificates Transfer Request must be executed and submitted by Contracting Member's Authorized Representative.

2. Such transfer shall be completed by the transfer of RECs as electronically recorded in NCPA's WREGIS account to the WREGIS account of the Contracting Member and will be considered final upon acknowledgement and acceptance of the transfer by Contracting Member in accordance with the WREGIS Terms of Use. Should any regulatory or other entity require additional or alternative means to evidence the transfer of the Project RECs or CVP RECs to the Contracting Member, NCPA will cooperate to meet that entity's reasonable requirements.

EXHIBIT B
NCPA REGISTERED GENERATING UNITS

The Following is a list of all NCPA Projects that are recognized by WREGIS as Registered Generating Units:

- Geothermal 1_Unit 1 – Geothermal 1
- Geothermal 1_Unit 2 – Geothermal 1
- Geothermal 2_Unit 3 – Geothermal 2
- Geothermal 2_Unit 4 – Geothermal 2
- COLVIL_7_PL1X1 – Collierville Powerhouse
- COLVIL_7_PL1X2 – Collierville Powerhouse
- Spicer_1_Units – Spicer Meadow Project
- Hydro_Solar – Hydro_Solar1

EXHIBIT C
ALLOCATION OF COSTS AND FEES

Costs and expenses resulting from Services provided under this Agreement will be allocated to Contracting Member as follows:

REC Transfer Fees

All volumetric costs and fees associated with Contracting Member's request for the transfer of Project RECs and CVP RECs will be charged directly to Contracting Member.

NCPA Management Costs

All costs associated with NCPA's management of this Agreement and/or costs associated with the management of Services provided under this Agreement (e.g. staff time and resources), if any, will be allocated to Contracting Member as set forth in NCPA's then current Annual Budget.

CVP REC Costs

All costs specifically and distinctly attributed to CVP RECs, except volumetric costs associated with the transfer of CVP RECs as described in Exhibit C, will be allocated to Contracting Member based on Contracting Member's allocated share, if any, of the total quantity of CVP RECs transferred to NCPA from Western.

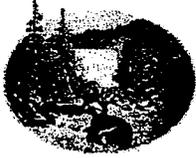
Other Costs and Fees

All costs and fees incurred by NCPA while performing Services under this Agreement for which a cost allocation method is not defined herein will be allocated to Contracting Member based on the principle of cost causation.

EXHIBIT D
NCPA SUMMARIES OF LIABILITY INSURANCE

See the attached Summaries of the following insurance coverage:

1. Workers' Compensation & Employer's Liability
2. Automobile Liability & Physical Damage
3. Excess Liability
4. Professional Liability



the northern california power agency

Workers Compensation and Employer's Liability Insurance Summary

INSURED Northern California Power Agency

COVERS California Statutory Workers' Compensation & Employer's Liability

TERM July 15, 2010-2011

INSURER Insurance Company of the State of Pennsylvania (AIG member company)

POLICY NUMBER WC 9876461

**ESTIMATED
ANNUAL
PREMIUM**

\$190,449 (includes \$14,227 for TRIA)
\$ 8,958 California Taxes, Assessments Surcharges

\$199,407

Earned premium determined at audit at conclusion of policy term using actual July 1, 2010-2011 payroll and California rates on file at July 1, 2010.

California taxes, assessments, surcharges subject to audited premium.

LIMITS

Statutory for Workers' Compensation

Employer's Liability:

\$1,000,000 Bodily Injury by Accident-Each Accident
\$1,000,000 Bodily Injury by Disease-Policy Limit
\$1,000,000 Bodily Injury by Disease-Each Employee



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Automobile Liability & Physical Damage Insurance Summary

INSURED Northern California Power Agency
Northern California Municipal Power Corporation No. 2 and
Northern California Municipal Power Corporation No. 3

COVERS Automobile Liability & Physical Damage

TERM December 1, 2010 to December 1, 2011
At 12:01 Standard Time

INSURER The Hartford Fire Insurance Company

POLICY NUMBER 57UEN TL0013

**LIMITS OR
AMOUNTS**

Liability per accident	\$1,000,000	
Uninsured Motorists	\$1,000,000	
Underinsured Motorists	Included in Uninsured Motorists	
Auto Medical Payments	\$ 5,000	
Physical Damage – Comprehensive	Not Covered	Owned Autos
Physical Damage – Collision	Not Covered	Owned Autos
Physical Damage – Comprehensive	\$ 25,000	Hired Autos
Physical Damage – Collision	\$ 25,000	Hired Autos
Towing and Labor	Not Covered	
Rental Reimbursement	Not Covered	

Defense Cost: Paid in addition to the limits

Coverage Trigger: Accident

Liability Deductible: Each Accident Nil

Physical Damage Deductibles: Physical Damage – Comprehensive \$1,000
Physical Damage – Collision \$1,000



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**Automobile Liability & Physical Damage
Insurance Summary**

NET PREMIUM \$31,217 Estimated Annual Premium, (net of commission), based on 73 units as of November 2010.

ENDORSEMENTS

INCLUDE

Terms and Conditions as Per Coverage Form: CA 0001 1001
Primary Hired Auto Insurance
Additional Insured- Nationwide
Auction Systems
Mexico – Excess (10 days only)
Pollution Liability for private passenger autos
Broad Form endorsement
War Exclusion
Nuclear Energy Exclusion



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Excess Liability Insurance Summary

INSURED Northern California Power Agency
Northern California Municipal Power Corporation No. 2 and
Northern California Municipal Power Corporation No. 3

COVERS Excess Liability
Claims-First-Made Form

TERM December 1, 2010 to December 1, 2011
At 12:01 Standard Time

Retroactive Date: December 1, 1986 at 12:01am Standard Time at the address of
the named insured Claims-First-Made Policy; Community Service Retroactive
Date: December 1, 1998; Pending and Prior Date for EPLI: December 1, 1994

INSURER Associated Electric & Gas Insurance Services, Ltd. (AEGIS), Form 8100(3/2007)
(Non Admitted Insurer)

POLICY NUMBER X0352A1A10

LIMITS OR AMOUNT

- A. Limit of liability each occurrence: \$35,000,000
- B. Joint Venture Limit of Liability each occurrence:
Per limit of Liability section percentage of insured interest in JV within total
policy limits (not > \$35,000,000)
- C. Combined Products/Completed Operations Liability
Aggregate Limit of Liability: \$35,000,000
- D. Failure to Supply Liability Aggregate Limit of Liability: \$35,000,000
- E. Pollution Liability Aggregate Limit of Liability: \$35,000,000
- F. Incidental Medical Malpractice Injury Limit of Liability each occurrence:
\$35,000,000

Underlying Limits (Self Insured Retention)

- A. \$ 200,000 Any one occurrence – General Liability
- \$ 500,000 Any one occurrence – Pollution Liability
- \$1,000,000 Any one occurrence – Automobile Liability
- \$ 200,000 Any one occurrence – Emergency Assistance Agreement



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Excess Liability Insurance Summary

\$ 200,000 Any one occurrence – Employers Liability

LIMITS (CONT'D)

\$200,000 Any one occurrence – General Liability

(As respects New Spicer Recreation Area)

\$200,000 Each claimant/\$1,000,000 any one occurrence

Employment Practices Liability Insurance

\$200,000 Any one occurrence – Community Service Activity –

Retroactive Date: 12/1/98

B. As listed in the Underlying Limits Schedule

C. \$200,000 Each occurrence:

1. not covered by underlying insurance; and

2. not subject to a self insured retention listed in the Underlying Limits Schedule

D. In the event of any CLAIM(s) arising from any single occurrence which involves two or more Underlying Limits, the Underlying Limits shall apply in Combination

PREMIUM

\$243,964 (excluding surplus lines taxes & fees)

Flat, non-adjustable

ENDORSEMENTS INCLUDE

Named Insured Endorsement (#1)

Nuclear Energy Liability Exclusion (Broad Form) (#2)

Employment Practices Liability Endorsement (#3)

Aggregate Limit of Liability \$35,000,000

Self Insured Retention each claimant \$200,000

Self Insured Retention each occurrence \$1,000,000

Retroactive Date: December 1, 1994

Includes sudden and accidental pollution coverage for losses with a continuous duration of less than twenty four (24) hours and results from a malfunction of NCPA's equipment. Losses must become known to



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Excess Liability Insurance Summary

ENDORSEMENTS (CONT'D)

NCPA within 7 days from the incident and reported in writing within 60 days after the incident
Defense costs are included within and are not in addition to the limits of liability
Emergency Assistance Agreement Endorsement (#4)
Community Service Activity Endorsement (#5)
\$200,000 Self Insured Retention
Retroactive Date: December 1, 1998
Insured Endorsement (#6)

MAJOR EXCLUSIONS (including, but not limited to):

- Care, custody and control
- Workers Compensation
- Nuclear Liability
- War
- Loss of use of tangible property which has not been physically damaged or destroyed resulting from:
 - Failure to meet level of performance, quality, fitness or durability warranted or represented
 - Withdrawal, inspection, repair, replacement or loss of use of NCPA's product or work completed for NCPA
- Employee Benefits Liability
- Fines or penalties imposed by final adjudication of a court of competent jurisdiction.
- Failure to supply is excluded unless such failure is caused by an occurrence and the combined capacity of NCPA's installed production facilities and contractual agreements is equal to or greater than one hundred and ten percent (110%) of the electrical demand or one hundred percent (100%) of the gas demand (whichever is applicable) immediately preceding such failure on NCPA's electric or gas system



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**Excess Liability
Insurance Summary**

**MAJOR
EXCLUSIONS
(CONT'D)**

- Cost of Debris removal from any navigable body of water
- International bodily or personal injury
- Liability arising out of Uninsured/Underinsured motorists law
- Terrorism



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**Professional Liability
Insurance Summary**

INSURED	Northern California Power Agency
COVERS	Professional Liability Insurance Claims-First-Made Form
TERM	March 27, 2010 to March 27, 2011 At 12:01 Standard Time Retroactive Date: December 1, 2002 (Designated Activities) May 24, 2005 (Accountant's Liability) Claims-First-Made Policy
INSURER	Associated Electric & Gas Insurance Services, Ltd. (AEGIS) (Non Admitted Insurer)
POLICY NUMBER	E0352A1A10
LIMITS OR AMOUNT	\$10,000,000
DEDUCTIBLE	\$500,000
PREMIUM	\$58,000

EXHIBIT E
RENEWABLE ENERGY CERTIFICATES TRANSFER REQUEST

This document constitutes a "Renewable Energy Certificates Transfer Request", as described in the RENEWABLE ENERGY CERTIFICATES TRANSFER AGREEMENT ("Agreement"), dated as of _____. This Renewable Energy Certificates Transfer Request shall supplement and form part of the Agreement and shall be subject to the terms and conditions specified therein.

The undersigned Contracting Member and Project Participant hereby requests NCPA to electronically transfer into Contracting Member's WREGIS account Renewable Energy Certificates sourced from NCPA Project Capacity and Energy.

Registered Generating Units & CVP RECs

Select the Registered Generating Unit, or combination of units, and/or CVP RECs from which Contracting Member requests the transfer of Renewable Energy Certificates:

Registered Generating Units

- Geothermal 1_Unit 1 – Geothermal 1; Fuel Type – Geothermal Energy
- Geothermal 1_Unit 2 – Geothermal 1; Fuel Type – Geothermal Energy
- Geothermal 2_Unit 3 – Geothermal 2; Fuel Type – Geothermal Energy
- Geothermal 2_Unit 4 – Geothermal 2; Fuel Type – Geothermal Energy
- COLVIL_7_PL1X1 – Collierville Powerhouse; Fuel Type – Hydroelectric Water
- COLVIL_7_PL1X2 – Collierville Powerhouse; Fuel Type – Hydroelectric Water
- Spicer_1_Units – Spicer Meadow Project; Fuel Type – Hydroelectric Water
- Hydro_Solar – Hydro_Solar1; Fuel Type – Solar

CVP RECs

- CVP RECs

Renewable Energy Certificate Transfer Account & Vintage Information

Provide the following information:

- (a) Registered Account Holder: _____
- (b) Active SubAccount: _____
- (c) Begin Vintage: _____
- (d) End Vintage: _____

- a. Enter "Continuous" as End Vintage if Contracting Member chooses to have Renewable Energy Certificates transferred as available on a forward basis
- b. If Contracting Member has previously requested a "Continuous" transfer of RECs as specified above, but chooses to stop the automatic transfer of RECs for future vintage periods, Contracting Member must provide a Renewable Energy Certificate Transfer Request with a stated End Vintage date for which Contracting Member chooses to halt the automatic transfer of RECs on a forward basis

Renewable Energy Certificate Transfer Quantity

Select one of the following to specify the quantity of Renewable Energy Certificates requested:

- Total Contracting Member's Allocated Share of NCPA Project RECs (Section 4); As Applicable
- Total Contracting Member's Allocated Share of CVP RECs (Section 4); As Applicable
- Fixed Amount (MWh)

If Fixed Amount selected above list requested amount for each Registered Generating Unit below:

- Geothermal 1_Unit 1 – Geothermal 1: _____ MWh
- Geothermal 1_Unit 2 – Geothermal 1: _____ MWh
- Geothermal 2_Unit 3 – Geothermal 2: _____ MWh
- Geothermal 2_Unit 4 – Geothermal 2: _____ MWh
- COLVIL_7_PL1X1 – Collierville Powerhouse: _____ MWh
- COLVIL_7_PL1X2 – Collierville Powerhouse: _____ MWh
- Spicer_1_Units – Spicer Meadow Project: _____ MWh
- Hydro_Solar – Hydro_Solar1: _____ MWh
- CVP RECs: _____ MWh

Those persons executing this Renewable Energy Certificates Transfer Request on behalf of Contracting Member hereby warrant that they are the "Authorized Representative" of Contracting Member as provided in the Agreement and are authorized to do so.

Member

City of Lodi

Authorized Representative

Elizabeth Kirkley

Date

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE NCPA RENEWABLE ENERGY CERTIFICATES
TRANSFER AGREEMENT AND AUTHORIZING EXECUTION
BY THE CITY MANAGER WITH ADMINISTRATION BY THE
ELECTRIC UTILITY DIRECTOR

=====

WHEREAS, Lodi is a member of Northern California Power Agency (“NCPA”), and has full and unfettered rights and title to its Project Entitlement Percentage of the Capacity and Energy attributable to NCPA project generation, as specified in the respective NCPA Project Agreements; and

WHEREAS, such project Capacity and Energy includes, but is not limited to, all renewable and environmental attributes associated with the production of electricity from a renewable energy resource, including Renewable Energy Certificates (“RECs”); and

WHEREAS, Lodi is also eligible to receive RECs made available to the customers of the Western Area Power Administration’s Sierra Nevada Region (“Western”) attributable to Western Base Resource hydroelectric generation; and

WHEREAS, NCPA has established an account with the Western Renewable Energy Generation Information System (“WREGIS”), and has been, and will continue to be, issued RECs by WREGIS sourced from NCPA’s Registered Generating Units; and

WHEREAS, such RECs are initially issued to and are held by NCPA in its WREGIS account; and

WHEREAS, NCPA may, on behalf of Lodi, be transferred RECs from Western attributable to Lodi’s share of Western Base Resource hydroelectric generation, consistent with Lodi’s assignment of its Western Base Resource percentage to NCPA; and

WHEREAS, Lodi may utilize RECs to satisfy its compliance with renewable energy standards, and RECs may have certain monetary value; therefore it is in the interest of Lodi to request NCPA to transfer Lodi’s share of RECs attributable to its Project Entitlement Percentage of NCPA project generation and Western Base Resource hydroelectric generation held by NCPA to Lodi; and

WHEREAS, in order for NCPA to transfer to Lodi its share of RECs held in NCPA’s WREGIS account, Lodi is required to 1) execute the Renewable Energy Certificates Transfer Agreement with NCPA and 2) establish an account with WREGIS; and

WHEREAS, the Renewable Energy Certificates Transfer Agreement solely provides for the transfer of RECs and does not include services from NCPA to sell or market RECs on behalf of Lodi; and

WHEREAS, by executing the Renewable Energy Certificates Transfer Agreement, City agrees not to transfer, assign, sell or exchange any RECs sourced from

NCPA project generation, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the bonds supporting NCPA project generation in being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1954, as amended; and

WHEREAS, the Renewable Energy Certificates Transfer Agreement is structured so that Lodi accepts a limited insurance based recourse against NCPA, and includes the option that Lodi may procure additional insurance at its sole expense; and

WHEREAS, the fiscal impact to Lodi for executing the Renewable Energy Certificates Transfer Agreement includes costs resulting from REC transfer fees, direct costs associated with the management and transfer of RECs, NCPA management costs set forth in NCPA's then current Annual Budget, and any other reimbursable expenses incurred by NCPA in performing services on behalf of Lodi pursuant to the Renewable Energy Certificates Transfer Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the NCPA Renewable Energy Certificates Transfer Agreement, and further authorize execution by the City Manager with Administration by the Electric Utility Director.

Dated: July 6, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to D. G. Granade, Inc., of Shingle Springs (\$435,456) and Authorizing City Manager to Execute Change Orders within the Project Appropriation

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding design and construction contract for Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to D. G. Granade, Inc., of Shingle Springs in the amount of \$435,456 and authorizing City Manager to execute change orders within the project appropriation.

BACKGROUND INFORMATION: At its April 20, 2011 meeting, Council authorized the advertisement of the Request for Proposal (RFP) for the design and construction of the above project. The City-issued RFP included “bridging documents” which essentially consisted of 30 percent complete plans and specifications. A qualification package was required of all bidders, and a pre-proposal site meeting was held.

The City received four proposals, with D. G. Granade, Inc., being the lowest. This project consists of the design and construction of approximately 5,300 square feet of roof space for mounting 240 photovoltaic solar panels to provide 56.4 Kilowatt Standard Test Conditions (KWSTC) of electrical power. The structure will also serve as a protective cover for the material storage bunkers adjacent to the Transit Vehicle Maintenance Facility. Electricity generated by the new facility will help offset electrical costs at the Transit Vehicle Maintenance Facility.

D. G. Granade, Inc. will be responsible to complete the design and construct the facility in accordance with the City’s bridging documents, which establish minimum and desired design criteria for the facility. D. G. Granade’s design team will work closely with City staff to develop the construction documents. Complete construction documents will be submitted to the Building Division for permit issuance.

Construction will begin following issuance of the building permit. The project schedule allows 60 days for design completion and permit application submittal. The construction period is limited to 120 days starting when the building permit is issued. The total project budget of \$650,000 includes project-related expenses and contingencies.

On May 26, 2011, the following four proposals were received:

Firm	Guaranteed Maximum Price
Engineer’s Estimate	\$1,000,000.00
D. G. Granade, Inc.	\$435,456.00
Diede Construction, Inc.	\$498,920.00
United Building Contractor’s, Inc.	\$650,912.00
Stronghold Engineering, Inc.	\$997,124.00

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to D G Granade Inc., of Shingle Springs; Authorizing City Manager to Execute Change Orders within the Project Appropriation; and Appropriating Funds (\$650,000)

July 6, 2011

Page 2

FISCAL IMPACT: Electricity generated from this project will be used to offset utility costs at the Transit Vehicle Maintenance Facility. Failure to award the contract could result in the loss of the funding.

FUNDING AVAILABLE: Funding is from the American Recovery and Reinvestment Act (1251).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

FWS/GW/pjt

Attachment

cc: Paula J. Fernandez, Transportation Manager
Gary Wiman, Construction Project Manager

**MUNICIPAL SERVICE CENTER TRANSIT VEHICLE
MAINTENANCE FACILITY SOLAR POWER PROJECT**

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 D.G. GRANADE, INC., of Shingle Springs, California, herein referred to as the "Contractor."

W I T N E S S E T H :

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 filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

- PART A: Request for Design/Build Proposal
- PART B: Bid Proposal Pricing Forms
- PART C: Special Conditions
- PART D: Federal Requirements
- Specifications/Bridging Documents
- ARRA Reporting Forms
- Electric Utility Department Standard Plan 942-0240
- Soils Report: Krazan & Associates dated August 6, 2007
- Federal Minimum Wage Rates
- Drawings:
 - Site Plan
 - Footing Layout
 - Elevations
- Addenda

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, 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:

TOTAL CONTRACT AMOUNT

Guaranteed Maximum Price

\$ 435,456.00

Perform the work necessary to install and mount 240 photovoltaic solar panels on approximately 5,300 square feet of roof space. Panels will provide 56.4 Kilowatt Standard Test conditions (KWSTC) of electrical power. The structure will also serve as a protective cover for the material storage bunkers adjacent to the Transit Vehicle Maintenance Facility, all as shown in the request for proposals for "Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project".

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Design	LS	1	\$ 26,017.00	\$ 26,017.00
2.	Bonds and Insurance	LS	1	\$ 12,667.00	\$ 12,667.00
3.	Overhead	LS	1	\$ 21,401.00	\$ 21,401.00
4.	Construction Mobilization	LS	1	\$ 5,907.00	\$ 5,907.00
5.	Construction Supervision	LS	1	\$ 4,768.00	\$ 4,768.00
6.	Health and Safety	LS	1	\$ 3,100.00	\$ 3,100.00
7.	Concrete and Rebar	LS	1	\$ 38,260.00	\$ 38,260.00
8.	Misc Metals	LS	1	\$ 4,500.00	\$ 4,500.00
9.	Finishes	LS	1	\$ 17,005.00	\$ 17,005.00
10.	Metal Building System	LS	1	\$ 71,588.00	\$ 71,588.00
11.	Electrical	LS	1	\$ 42,230.00	\$ 42,230.00
12.	Solar Power Generation System	LS	1	\$ 168,920.00	\$ 168,920.00
13.	All other items needed to complete contract	LS	1	\$ 7,750.00	\$ 7,750.00
14.	Profit	LS	1	\$ 11,343.00	\$ 11,343.00

TOTAL \$435,456.00

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 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 documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

1. Complete design and submission of plans to the City of Lodi Building Department within 60 calendar days after the Notice to Proceed;
2. City Public Works Review Time: 15 calendar days.
3. Complete construction 120 Calendar days after the date of the City of Lodi Building Permit issuance.

Total Project (Excluding Building Department review time): 195 calendar days

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIMES OF COMPLETION FOR THIS CONTRACT ARE REASONABLE, THAT FAILURE TO MEET THE MILESTONES COMPLETION SHALL RESULT IN THE ASSESSMENT OF LIQUIDATED DAMAGES CHARGES TO THE CONTRACTOR, AND THAT THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES OF **\$1,000.00 PER DAY FOR EACH DAY THE WORK IS NOT TOTALLY COMPLETED** BEYOND THE TIMES SPECIFIED IN THE PRECEDING PARAGRAPH. 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 

City of Lodi
 Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project
 Schedule of Values

Item	Description	Qty	Unit	Unit Price	Total	Reference
1	Design	1	LS	26,017.00	26,017.00	
2	Bonds and Insurance	1	LS	12,667.00	12,667.00	
3	Overhead	1	LS	21,401.00	21,401.00	
4	Construction Mobilization	1	LS	5,907.00	5,907.00	
5	Construction Supervision	1	LS	4,768.00	4,768.00	
6	Health And Safety	1	LS	3,100.00	3,100.00	
7	Concrete and Rebar	1	LS	38,260.00	38,260.00	Division 3
8	Misc Metals	1	LS	4,500.00	4,500.00	Division 5
9	Finishes	1	LS	17,005.00	17,005.00	Division 9
10	Metal Building System	1	LS	71,588.00	71,588.00	Division 13
11	Electrical	1	LS	42,230.00	42,230.00	Division 26
12	Solar Power Generation System	1	LS	168,920.00	168,920.00	Division 28
13	All other items needed to complete contract re	1	LS	7,750.00	7,750.00	
14	Profit	1	LS	11,343.00	11,343.00	
	Total Guaranteed Maximum Price			435,456.00	435,456.00	Total of above items 1 - 14. This amount should be the same amount entered on RFP Part B as the Guaranteed Maximum Price.


 Signature Douglas G. Granade

05/26/11
 Date

D G Granade Inc.
 Firm

City of Lodi
Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project
Bid Tabulation May 26, 2011

Bidder:		D.G. Granade		Diiede Construction, Inc.		United Building		Stronghold Engineering, Inc.	
Location		Shingle Springs, CA		Woodbridge, CA		Contractors, Inc.		Riverside, CA	
Item	Description	Qty	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Design	1	LS	\$26,017.00	\$8,000.00	\$45,500.00	\$60,000.00		
2	Bonds and Insurance	1	LS	\$12,667.00	\$11,217.00	\$18,710.00	\$19,000.00		
3	Overhead	1	LS	\$21,401.00	\$31,035.00	\$22,500.00	\$60,000.00		
4	Construction Mobilization	1	LS	\$5,907.00	\$1,830.00	\$9,500.00	\$25,000.00		
5	Construction Supervision	1	LS	\$4,768.00	\$11,475.00	\$27,000.00	\$24,000.00		
6	Health And Safety	1	LS	\$3,100.00	\$250.00	\$2,750.00	\$5,124.00		
7	Concrete and Rebar	1	LS	\$38,260.00	\$30,501.00	\$73,255.00	\$120,000.00		
8	Misc Metals	1	LS	\$4,500.00	\$2,080.00	\$6,320.00	\$5,000.00		
9	Finishes	1	LS	\$17,005.00	\$6,600.00	\$11,220.00	\$12,000.00		
10	Metal Building System	1	LS	\$71,588.00	\$111,609.00	\$110,563.00	\$220,000.00		
11	Electrical	1	LS	\$42,230.00	\$14,200.00	\$18,250.00	\$95,000.00		
12	Solar Power Generation System	1	LS	\$168,920.00	\$252,995.00	\$265,300.00	\$310,000.00		
13	All other items needed to complete contract rec	1	LS	\$7,750.00	\$3,827.00	\$3,200.00	\$5,000.00		
14	Profit	1	LS	\$11,343.00	\$13,301.00	\$36,844.00	\$37,000.00		
Total Guaranteed Maximum Price				\$435,456.00	\$498,920.00	\$650,912.00	\$997,124.00		

Listed Subcontractors:					
Solar		Synapse	Cal Valley Solar	Sun Works	
Electric		Synapse	B & H Electric		
Painting		Sunset Painting	Kelso's Painting		
Metal Building Systems				Quality Erectors & Const	Bullock Construction
Design					Sparling ILA Zammit
Metal Building Manufacturer		Star Building Systems	Butler Manufacturing	Garco Building Systems	Stronghold Engineering

Note: Bid Packages are being reviewed for compliance with RFP requirements.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE CONTRACT FOR THE
MUNICIPAL SERVICE CENTER TRANSIT VEHICLE
MAINTENANCE FACILITY SOLAR POWER PROJECT

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed requests for proposals (RFP) were received and publicly opened on May 26, 2011, at 2:00 p.m., for the Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project described in the RFP therefore approved by the City Council on April 20, 2011; and

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

Bidder	Bid
Engineer's Estimate	\$ 1,000,000.00
D.G. Granade.	\$ 435,456.00
Diede Construction, Inc.	\$ 498,920.00
United Building Contractors, Inc.	\$ 650,912.00
Stronghold Engineering, Inc.	\$ 997,124.00

WHEREAS, staff recommends awarding the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to the low bidder, D.G. Granade, Inc., of Shingle Springs, California, in the amount of \$ 435,456.00.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project with the low bidder, D.G. Granade, Inc., of Shingle Springs, California, in the amount of \$ 435,456.00, and further authorizes City Manager to execute change orders within the project appropriation.

Dated: July 6, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for 2011 Asphalt Rubber Cape Seal Project with Intermountain Slurry Seal Inc., of Watsonville, CA, (\$641,679)

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for 2011 Asphalt Rubber Cape Seal project with Intermountain Slurry Seal Inc., of Watsonville, CA, in the amount of \$641,679.

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

Specifications for this project were approved on June 1, 2011. The City received the following two bids for this project on June 22, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$831,772.00
Intermountain Slurry Seal Inc.	Watsonville	\$641,679.00
International Surfacing Systems	West Sacramento	\$670,769.00

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

FUNDING AVAILABLE:	Proposition 1B Fund	\$792,500
	Electric Capital Fund (161)	<u>\$ 7,500</u>
	Total:	\$800,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf

cc: Deputy Public Works Director – Utilities
Electric Utility Director
Senior Civil Engineer, Chang
Intermountain Slurry Seal, Inc.

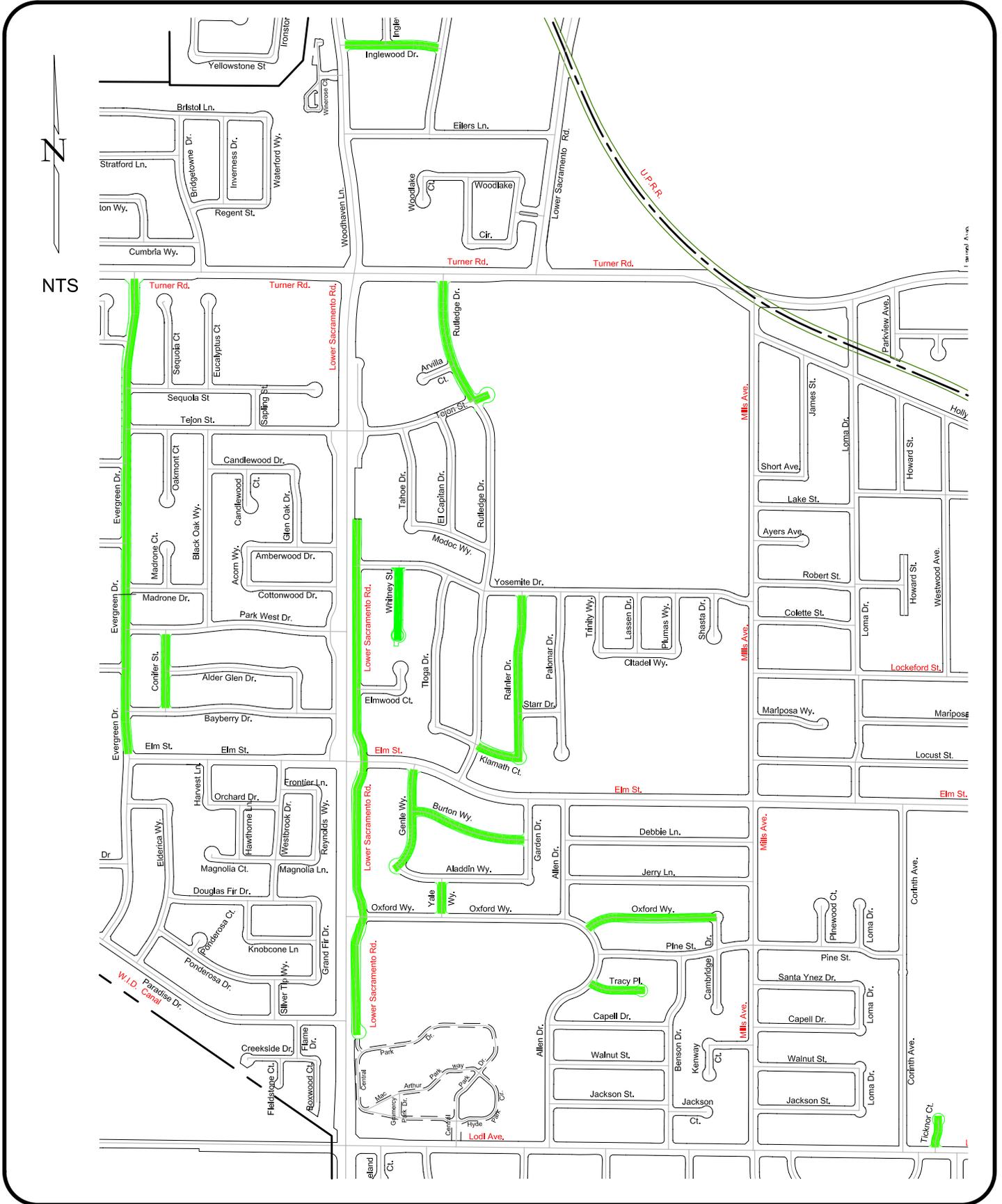
APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

CAPE SEAL AREA 2 TURNER - LODI EVERGREEN - MILLS





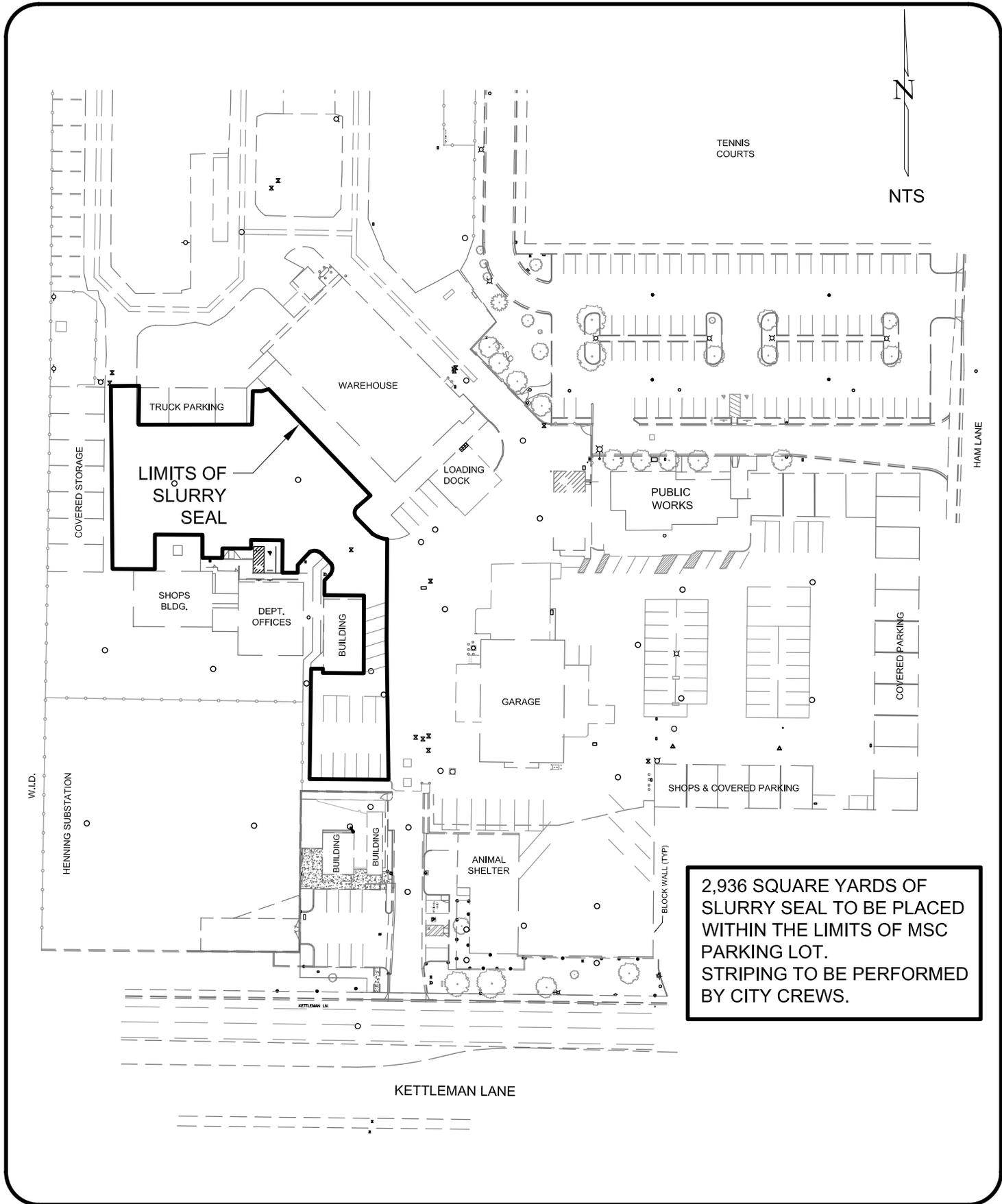
CITY OF LODI

PUBLIC WORKS DEPARTMENT

MUNICIPAL SERVICE CENTER

1331 S. HAM LN.

PARKING LOT SLURRY SEAL



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

**2011 ASPHALT RUBBER CAPE
SEAL VARIOUS STREETS**

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 INTERMOUNTAIN SLURRY SEAL, INC. of Watsonville, California, herein referred to as the "Contractor."

W I T N E S S E T H :

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 rehabilitate and resurface approximately 111,000 square yards of various City streets with a layer of an asphalt rubberized chip seal followed by a layer of slurry seal on top and other incidental and related work, all shown on the plans and specifications for "2011 Asphalt Rubber Cape Seal Various Streets".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 34,000.00	\$ 34,000.00
2.	Construction Notification	LS	1	\$ 3,570.00	\$ 3,570.00
3.	Pavement Repair	SF	1,100	\$ 11.48	\$ 12,628.00
4.	Pavement Crack Seal	LB	2,000	\$ 5.50	\$ 11,000.00
5.	Pavement Grinding	LF	500	\$ 10.80	\$ 5,400.00
6.	Rubberized Chip Seal	SY	111,000	\$ 3.55	\$ 394,050.00
7.	Slurry Seal Streets	SY	111,000	\$ 1.35	\$ 149,850.00
8.	Slurry Seal MSC Parking Lot	SY	2,936	\$ 2.00	\$ 5,872.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
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9.	Thermoplastic Striping and Legends	LS	1	\$ 24,286.00	\$ 24,286.00
10.	Pavement Markers	LS	1	\$ 1,023.00	\$ 1,023.00
				TOTAL	\$ 641,679.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the Contract and to diligently prosecute to completion within 30 WORKING DAYS.

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

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

CONTRACTOR:

CITY OF LODI

By: _____
City Manager

By: _____

Date: _____

Title

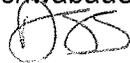
Attest:

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR THE 2011 ASPHALT RUBBER CAPE
SEAL PROJECT

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 June 22, 2011, at 11:00 a.m., for the 2011 Asphalt Rubber Cape Seal Project described in the plans and specifications therefore approved by the City Council on June 1, 2011; and

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

Bidder	Bid
Engineer's Estimate	\$ 831,772.00
Intermountain Slurry Seal, Inc.	\$ 641,679.00
International Surfacing Systems	\$ 670,769.00

WHEREAS, staff recommends awarding the contract for the 2011 Asphalt Rubber Cape Seal Project to the low bidder, Intermountain Slurry Seal, Inc., of Watsonville, California, in the amount of \$ 641,679.00.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the 2011 Asphalt Rubber Cape Seal Project with the low bidder, Intermountain Slurry Seal, Inc., of Watsonville, California, in the amount of \$ 641,679.00.

Dated: July 6, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2011/12 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686), Transit Facility Cleaning (\$38,456) and Hutchins Street Square Landscape Maintenance (\$27,625)

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contracts for Fiscal Year 2011/12 with United Cerebral Palsy (UCP) of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning in the amount of \$46,686, transit facility cleaning in the amount of \$38,456 and Hutchins Street Square landscape maintenance in the amount of \$27,625.

BACKGROUND INFORMATION: UCP has been working for the Public Works Department since 2000 at several City facilities. Staff is proposing to contract with UCP for downtown cleaning, transit facility cleaning and Hutchins Street Square landscape maintenance. In the downtown area, emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal; the transit facility cleaning addresses the grounds surrounding Lodi Station, the Lodi Parking Structure, and sheltered bus stops; and work at Hutchins Street Square includes weekly landscape maintenance such as mowing, edging and shrub trimming.

The UCP program provides meaningful work for the disabled. Each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew at a contract rate of \$46.50 per hour. UCP is the only known nonprofit organization that pays the disabled the State minimum wage. Other organizations are known to pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage compensation. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends waiving the method of receiving competitive bids since it is advantageous for the City to receive this service at a very competitive price.

FISCAL IMPACT: Maintaining a clean downtown core, transit facility and Hutchins Street Square enhances the appearance of Lodi, resulting in increased visitation and sales tax generation.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2011/12 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686), Transit Facility Cleaning (\$38,456) and Hutchins Street Square Landscape Maintenance (\$27,625)

July 6, 2011

Page 2

FUNDING AVAILABLE: Funds for these contracts are provided in the following 2011/12 operating budgets.

Downtown Cleaning:	\$46,686 – Street Fund (3215037)
Transit Facility Cleaning:	\$38,456 – Transit Fund (125052)
Hutchins Street Square Landscape Maintenance:	\$27,625 – HSS Fund (347115)

Jordan Ayers
Deputy City Manager/Internal Services Director

James M. Rodems
Parks, Recreation & Cultural Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charles Swimley, Deputy Public Works Director-Utilities

FWS/CS/pmf

cc: Charlie Swimley, Deputy Public Works Director – Utilities
Downtown Lodi Business Partnership

Contract for "Downtown Lodi Cleaning Crew"

This contract agreement is made and entered into this 1st day of July 2011 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Downtown Lodi Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2011 and terminates upon the completion of the Contractor's Scope of Services or on July 1, 2012, whichever occurs first, will provide services associated with the "Downtown Lodi Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Downtown Lodi Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Downtown Lodi Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Downtown Lodi Cleaning" project's duties as outlined by the City of Lodi include:

- Work hours, Monday – Friday, 7:00 a.m. – 11:00 a.m., except holidays
- Empty trash containers Monday & Friday
- Clean all Downtown furniture weekly, dust benches, bollards, light standards
- Blow and collect leaves
- Remove litter, broken glass, cleanup spills
- Remove fallen leaves weekly
- Wash sidewalk areas around trash containers monthly
- Report hazards immediately – broken tree limbs, loose pavers, bent signs etc...

The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required

- work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The Contractor will perform "Downtown Lodi Cleaning" as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated Downtown areas receive adequate cleaning for the month. For convenience and safety UCP agrees to begin cleaning Downtown at 7:00 a.m. – 11:00 a.m., Monday through Friday.
 3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present.
 4. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site. The Contractor shall carry full Worker's Compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Workmen's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. A certificate showing the issuance of such a policy shall be on file with the City Clerk at all times during the term of this agreement.
 5. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered.
 6. Detailed tracking documents and the invoice will be submitted to the Customer on a monthly basis.
 7. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not be negatively affected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
 8. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
 9. Public Liability and Property Damage Insurance The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect 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:

a. COMPREHENSIVE GENERAL LIABILITY:

\$1,000,000 Bodily Injury - Each Occurrence/Aggregate;
 \$1,000,000 Property Damage - Each Occurrence/Aggregate; or;
 \$3,000,000 Combined Single Limits.

b. COMPREHENSIVE AUTOMOBILE LIABILITY;

\$1,000,000 Bodily Injury – Each Person;
 \$1,000,000 Bodily Injury – Each Occurrence;
 \$1,000,000 Property Damage – Each Occurrence; or
 \$1,000,000 Combined Single Limits.

c. ENDORSEMENTS

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

- 1) 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 insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City.
- 2) Primary Insurance Endorsement Such insurance as is afforded by the endorsement for the Additional Insured 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.
- 3) 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.
- 4) 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241-1910.

The Contractor shall have Contractor's insurance agent sign and return to the City one copy of the City-furnished form of Additional Insured Endorsement and form of Certificate of Insurance.

The Customer's Responsibilities

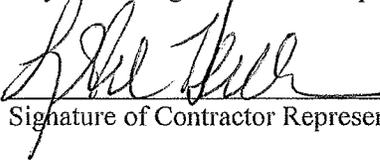
1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Downtown Lodi Cleaning".
2. The Customer will provide all Contractor crewmembers with "Downtown Lodi Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

Downtown Lodi Cleaning Cost Projection

FY11-12	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	80	92	84	84	80	80	80	80	88	84	88	84	1,004
Cleaning Cost Per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Cleaning Cost Per Month	\$3,720	\$4,278	\$3,906	\$3,906	\$3,720	\$3,720	\$3,720	\$3,720	\$4,092	\$3,906	\$4,092	\$3,906	\$46,686.00

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:



 Signature of Contractor Representative

5-20-2011

 Date

CITY OF LODI, a municipal corporation

 Konradt Bartlam
 City Manager

 Date

Attest:

 Randi Johl
 City Clerk

 Date

Approved As To Form

 D. Stephen Schwabauer
 City Attorney 

 Date

Contract for "Transit Facility Cleaning"

This contract agreement is made and entered into this 1st day of July, 2011 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Transit Facility Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2011 and terminates upon the completion of the Contractor's Scope of Services or on July 1, 2012, whichever occurs first, will provide services associated with the "Transit Facility Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Transit Facility Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Transit Facility Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Transit Facility Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Transit Facility Cleaning" projects duties as outlined by the City of Lodi. Specific responsibilities for all parking lots include removal of litter, debris, leaves, and weeds as needed. At the Lodi Station Parking structure, specific responsibilities include those itemized above as well as washing down spilled or leaked fluids and emptying trash containers.

Scope of Services/Contractor's Responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at cost to the Customer.
2. The Contractor will perform "Transit Facility Cleaning" for City owned facilities such as the Lodi Train Station, the Lodi Station Parking Structure and Grapeline bus shelters as designated by City of Lodi designee. The cleaning schedule will be a rotating schedule to ensure all designated areas receive adequate cleaning for the month. For convenience and safety UCP agrees to arrive at the lots no earlier than 4:30 p.m. (Weekends, if necessary, will be excluded from the 4:30 p.m. start time.) The Contractor will now also collect garbage from bus stops as needed. This duty has been added to the contract. The Contractor will be responsible for the bus stops mentioned in Exhibit A.

Exhibit A

Location	Description	Trash Can
Target	Private parking lot	
Lowe's	Lower Sac N/Vinter Sq-SunWest Market Place (west side)	
Lower Sacramento N/Elm	Lower Sacramento N/ Elm (east side)	
Lower Sacramento by Mirage Apts	Turner Rd E/Lower Sac-Woodhaven (south side)	Trash
Salisbury's (Turner and Woodhaven)	Turner Rd E/Lower Sac-Woodhaven (north side)	
Lodi Lake on Turner Rd near the main gate	Turner E/Loma (north side)	
Lockeford St at Calaveras St	Lockeford St N/ Calaveras St (west side)	
Hale Park	Stockton S/Locust (east side)	
Loel Center	Oak St W/ Washington (south side)	Trash
Smart and Final	Stockton St N/ Lodi Ave (east side)	
Central Ave at Tokay St	Central S/ Harold (west side)	
Central Ave at Boys and Girls Club	Central N/Cypress (east side)	
Kofu Park	Ham S/Cardinal (west side)	Trash
Municipal Service Center	Ham N/ Kettleman (west side)	
Lower Sac at Tejon	Lower Sac N/ Tejon (east side)	
Stockton St at Lodi P& R	Stockton S/Locust (west side)	
Stockton at Pine	Stockton S/ Pine St (west side)	
Central at Cypress	Central N/ Cypress (west side)	Trash
Cherokee at Rancho San Miguel	east side	Trash
Kettleman at Hollywood Video	Kettleman E/Lower Sac (south side)	Trash
Lodi Adult School	Cherokee S/ Pine (west side)	
Hutchins at Century	Hutchins N/ Century (east side)	Trash
Additional Locations with Trash Cans (no shelters)		
Location	Description	Trash Can
Church at Locust	Church N/Locust (east side)	Trash
Kettleman at Ham	Kettleman W/Ham (north side)	Trash

3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s) / supervisor(s) will remain onsite, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Transit Facility Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the "Customer's Responsibilities", all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.

Compensation/Customer's Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Transit Facility Cleaning". This cost will not exceed \$40,000 per year regardless of hours worked. This shall be considered full compensation for all the Contractor's expenses incurred in the performance of the contract.
2. The Customer will provide all Contractor crewmembers with "Transit Facility Cleaning" supplies and equipment specific to "Special Services" as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

Insurance Requirements

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

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

Transit Facility Cleaning Cost Projection

FY 11-12	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Hrs. Serviced	65	74.75	68.25	68.25	65	65	65	65	71.5	68.75	77	73.5	827
Parking Lot Cost per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Parking Lot Cost per Month	\$3,022.5	\$3,475.87	\$3,173.62	\$3,173.62	\$3,022.5	\$3,022.5	\$3,022.5	\$3,022.5	\$3,324.75	\$3,196.87	\$3,580.5	\$3,417.75	\$38,455.50

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in the agreement and its attachments:



 Signature of Contractor Representative

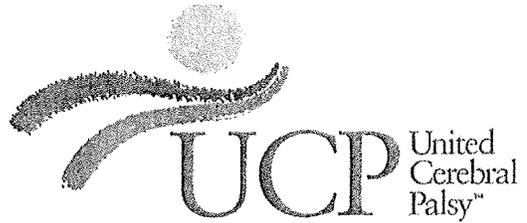
5-20-2011

 Date

 Signature of Customer Representative

 Date





of San Joaquin, Calaveras & Amador Counties

Life without limits for people with disabilities™

333 W. Benjamin Holt Drive

Stockton, CA 95207

TEL 209.956.0290

FAX 209.956.0294

www.ucpsj.org

April 28, 2011

Billy Gonzalez
Building & Event Supervisor
125 South Hutchins Street
Lodi, Ca 95240

Billy,

I have enclosed the 2011-2012 fiscal year contract. The total hours and dollar amount is the same as last year's. Take a look at it and let me know if there's anything you would like to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Armando Ayala", with a long, sweeping underline.

Armando Ayala
Program Manager
Supported Employment
United Cerebral Palsy
Tel: (209) 751-3020
Fax: (209) 956-0294
aayala@ucpsj.org

- Mission Since 1954 -

To enhance the quality of life for persons with disabilities and to enable them to become more productive, independent, and integrated into the community.

"A United Way Agency"

**Landscape Maintenance Contract
City of Lodi
Hutchins Street Square**

This contract agreement is made and entered into, this 1st day of July, 2011 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and The City of Lodi, Hutchins Street Square, (hereafter referred to as the Customer).

This contract defines the responsibilities associated with the provision of "Landscape Maintenance" services by the Contractor for the Customer. The Contractor, beginning July 1, 2011, will provide services associated with the "Landscape Maintenance" project.

The services for "Landscape Maintenance" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract the City of Lodi's specific needs for "Landscape Maintenance" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one, (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The contractor will perform the work associated with "Landscape Maintenance" at the City's Hutchins Street Square location.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Crew Instructor(s) will remain on-site, in the immediate work area while crewmembers are present.
4. The Contractor and not the Customer will pay all crewmember and supervisor/job coach wages; all personnel costs and liabilities (e.g., Worker's Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Landscape Maintenance" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, the Contractor will be liable to repair or replace the Customer's property.

7. All crewmembers will comply with the health and safety regulations established by OSHA, the State of California, and the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.
9. The Contractor will provide the following service once a week;
 - a. Mowing all grass areas designated by Hutchins Street Square.
 - b. Edge around grass areas designated by Hutchins Street Square.
 - c. Weed whack all areas including utility boxes, sprinklers heads etc.
 - d. Blow and clean up all areas worked by contractor.
 - e. Weed and trim all shrubs, trees and plant life in flowerbeds.

The Customer's responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services rendered, associated with the "Landscape Maintenance". The method of reimbursement shall reflect a rate of \$45.25 per hour multiplied by the total number of hours worked for that month.
2. The Customer will provide all Contractor crewmembers, with "Landscape Maintenance" supplies and equipment specific to the daily "Landscape Maintenance" duties as well as 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer within reason will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract when necessary, to improve services. Other consultations will be conducted on an as needed basis.
4. To the greatest extent permitted by the public records act and other applicable law, the Customer will maintain confidentiality of all personal and medical records and transactions specific to the Contractor's employees.

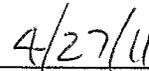
Landscape Maintenance Cost Projection

FY 11-12	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	71.5	71.5	49.5	49.5	38.5	22	27.5	22	49.5	71.5	66	71.5	610.5
Cost Per Hr.	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	
Cost Per Month	\$3,235.38	\$3,235.38	\$2,239.88	\$2,239.88	\$1,742.13	\$995.50	\$1,244.38	\$995.50	\$2,239.88	\$3,235.88	\$2,986.50	\$3,235.38	\$27,625.13

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and The City of Lodi, Hutchin's Street Square agree to all the stipulations in this agreement and its attachments:



Signature of Contractor Representative



Date

Signature of Customer Representative



Date

2011-2012 Landscaping Schedule

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

 Days Worked

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACTS FOR FISCAL YEAR 2011/12
FOR DOWNTOWN CLEANING, TRANSIT FACILITY
CLEANING AND HUTCHINS STREET SQUARE
LANDSCAPE MAINTENANCE

=====

WHEREAS, United Cerebral Palsy (UCP) has been working for the Public Works Department since 2000 at several City facilities; and

WHEREAS, the Downtown emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal. The Transit Facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops. The Hutchins Street Square service includes weekly landscape maintenance such as mowing, edging and shrub trimming.

WHEREAS, the UCP program provides meaningful work for the disabled, that includes transportation and direct supervision for the crew at a contract rate of \$46.50 per hour. UCP is the only known non-profit organization that pays the disabled the State minimum wage. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the contracts for Fiscal Year 2011/12 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown cleaning in the amount of \$46,686; Transit Facility cleaning in the amount of \$38,456 and Hutchins Street Square Landscape Maintenance in the amount of \$27,625.

Dated: July 6, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Replacement Standby Generators at Peterson Park and Northeast Lift Stations to Day's Generator Service, of Brentwood, CA and Appropriating Funds (\$73,580)

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for replacement standby generators at Peterson Park and Northeast Lift Stations to Day's Generator Service, of Brentwood, CA, and appropriating funds in the amount of \$73,580.

BACKGROUND INFORMATION: The standby generators located at Peterson Park and Northeast Lift Stations are among the oldest standby generators in the wastewater system at 27 years and 31 years of age respectively. The generator sets are unreliable and more difficult to repair because replacement parts are no longer available. Replacement of these two standby generators is in accordance with the City's Sanitary Sewer Management Plan (SSMP) operation and maintenance requirement.

Bids for this project were opened on May 31, 2011. Five bid packets were distributed and only one bid proposal was received, by Day's Generator Service of Brentwood.

FISCAL IMPACT: Replacing the existing standby generators will reduce repair costs, decrease staff time spent on repairs and lessen the City's exposure to regulatory penalties resulting from Sanitary Sewer Overflows.

FUNDING AVAILABLE: Wastewater Capital Fund (171)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lance Roberts, Water/Wastewater Superintendent

FWS\CES\LR

cc: Charlie Swimley, Deputy Public Works Director-Utilities

APPROVED: _____
Konradt Bartlam, City Manager

**STANDBY ELECTRIC GENERATOR SYSTEMS
(Northeast and Peterson Park Sanitary Sewer Lift Stations)**

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 DAY'S GENERATOR SERVICE, 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, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
Bid Proposal	State of California,
Contract	Business and Transportation Agency,
General Provisions	Department of Transportation
Special Provisions	
Exhibits	

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 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:

BID SUMMARY

	Northeast	Peterson Park	Total
Standby Electric Generator System (Note: Peterson Park - include automatic transfer switch)	\$ <u>31,700.00</u>	\$ <u>28,350.00</u> <i>(including automatic transfer switch)</i>	\$ <u>60,050.00</u>
8.75% Sales Tax	\$ <u>2,310.00</u>	\$ <u>2,130.63</u>	\$ <u>4,440.63</u>
Cost of Removal of Existing Unit	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>	\$ <u>2,400.00</u>
Trade-in Credit for Existing Unit (Northeast – 35 KW and Peterson Park – 25 KW)	(\$ <u>-0-</u>)	(\$ <u>-0-</u>)	(\$ <u>-0-</u>)
Total Bid	\$ <u>35,210.00</u> <i>(corrected total)</i>	\$ <u>31,680.63</u> <i>(corrected total)</i>	\$ <u>66,890.63</u>

Estimated delivery date September 5, 2011

State period of full warranty
(calendar days) 730 days from Caterpillar

Northeast Sanitary Sewer Lift Station: 55KW, 3-Phase, 240/120V, 60Hz, Natural gas fueled is being upsized from a 35 KW to a 55 KW. If there is a need to upsize the wiring, the Contractor will complete this task.

Peterson Park Sanitary Sewer Lift Station: 25KW, 3-Phase, 177/480V, 60Hz, Natural gas fueled. One 80 Amp, 3 pole, 480V, 60Hz, open transition automatic transfer switch in a Nema 3R enclosure.

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 90 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 5-507 OF THE GENERAL PROVISIONS AND SECTION 6 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

Randi Johl
City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney 

**STANDBY ELECTRIC GENERATOR SYSTEMS
(Northeast and Peterson Park Sanitary Sewer Lift Stations)**

**SECTION 3
BID PROPOSAL**

CITY OF LODI, CALIFORNIA

May, 2011

TO: The Lodi City Council
Lodi City Hall Annex
310 West Elm Street
P.O. Box 3006
Lodi, CA 95241-1910

The undersigned, as bidder, declares to have carefully examined the Notice Inviting Bids, Information to Bidders, Bid Proposal, Contract, General Provisions, and Special Provisions filed for **furnishing, delivering, and installing** this equipment, and agrees to be fully informed regarding all of the conditions affecting the equipment to be furnished for the completion of the order, and that the information was secured by personal investigation and research and not from any estimate of a City engineer; and that no claim will be made against the City by reason of estimates, test or representations of any officer or agent of the City; and proposes and agrees if the proposal be accepted, to furnish the City of Lodi the necessary equipment specified in the bid, in the manner and time therein set forth. **The bid shall also include cost to remove the existing systems and/or accept as trade-in.** It has been noted the City of Lodi reserves the right to accept all or part of this bid, to reject any or all bids, or to accept other than the lowest bid.

The items listed below are to be in accordance with the City of Lodi specifications attached hereto. It will be understood that the bidder's proposal is based on strict conformance to the specifications in all respects. If any permits are required, the Contractor shall be responsible for obtaining.

If awarded the bid, the undersigned agrees to furnish, deliver, and install the equipment described in the specifications and to take in full payment therefor the following unit and total prices, to-wit:

The undersigned declares that the specifications have been carefully examined for Standby Electric Generator Systems and submits this schedule of prices for its bid. The undersigned further agrees to be responsible for the work of its subcontractors.

BID SUMMARY

	Northeast	Peterson Park	Total
Standby Electric Generator System (Note: Peterson Park - include automatic transfer switch)	\$ <u>31,700.00</u>	\$ <u>28,350.00</u> (including automatic transfer switch)	\$ <u>60,050</u>
8.75% Sales Tax	\$ <u>2,710.63</u>	\$ <u>2,130.63</u>	\$ <u>4,440.63</u>
Cost of Removal of Existing Unit	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>	\$ <u>2,400.00</u>
Trade-in Credit for Existing Unit (Northeast - 35 KW and Peterson Park - 25 KW)	(\$ <u>0</u>)	(\$ <u>0</u>)	(\$ <u>0</u>)
Total Bid	\$ <u>38,010.00</u>	\$ <u>39,680.63</u>	\$ <u>66,890.63</u>

Estimated delivery date Sept 5th 2011

State period of full warranty (calendar days) 730 days from Caterpillar

Northeast Sanitary Sewer Lift Station: 55KW, 3-Phase, 240/120V, 60Hz, Natural gas fueled is being upsized from a 35 KW to a 55 KW. If there is a need to upsize the wiring, the Contractor will complete this task.

Peterson Park Sanitary Sewer Lift Station: 25KW, 3-Phase, 177/480V, 60Hz, Natural gas fueled. One 80 Amp, 3 pole, 480V, 60Hz, open transition automatic transfer switch in a Nema 3R enclosure.

It is understood and agreed that if this Proposal is accepted the price quoted above is inclusive of sales tax, or similar tax now imposed by Federal, State, or other governmental agency upon the equipment specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no persons or firms other than herein mentioned have any interest in this proposal, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as the office to which such notice of acceptance may be mailed or delivered:

NAME OF COMPANY	<u>Day's Generator Service Inc,</u>
BY (PRINT NAME)	<u>Randy L. Day</u>
DATE	<u>5-27-11</u>
ADDRESS	<u>P.O. Box 1868</u>
CITY, STATE, ZIP	<u>Brentwood Ca. 94513</u>
PHONE NUMBER	<u>(925) 813-4062</u>
FAX NUMBER	<u>(888) 311-6951</u>
AUTHORIZED SIGNATURE	<u>Randy L. Day</u>
TITLE	<u>President</u>
EMAIL ADDRESS	<u>Randy@DaysGS.com</u>

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 06/29/2011
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	171		3205	Fund Balance	\$ 73,580.00
B. USE OF FINANCING	171	171485	1825.1800	Standby Generator Replacement	\$ 73,580.00

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

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

Contract with Day's Generator Service for the replacement of standby generators at Peterson Park and Northeast Lift Stations.

If Council has authorized the appropriation adjustment, complete the following:
 Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: Shirley Sandoz

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR REPLACEMENT OF STANDBY
GENERATORS AT PETERSON PARK AND NORTHEAST
LIFT STATIONS

=====

WHEREAS, the standby generators located at Peterson Park and Northeast Lift Stations are among the oldest standby generators in the wastewater system at 27 years and 31 years of age respectively, and;

WHEREAS, these generator sets are becoming unreliable and more difficult to repair because replacements parts are no longer available, and;

WHEREAS, replacement of these two standby generators is in accordance with the City's Sanitary Sewer Management Plan (SSMP) operation and maintenance requirement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for replacement standby generators at Peterson Park and Northeast Lift Stations with the low bidder, Day's Generator Service, of Brentwood, California, in the amount of \$73,580.

Dated: July 6, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following votes:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Professional Services Agreement with Adecco Employment Services for Temporary Clerical and Information Technology Support

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a professional services agreement with Adecco Employment Services for temporary clerical and information technology (IT) support.

BACKGROUND INFORMATION: The Public Works Department has utilized various employment agencies the past 15 years to fill a part-time Administrative Clerk position at the White Slough Water Pollution Control Facility (WSWPCF). Most recently, Adecco Employment Services has provided the part-time employee. The need to hire a part-time employee for another department makes it necessary to formalize the relationship between the City and Adecco Employment Services with a professional services agreement.

This agreement covers two positions – the Administrative Clerk at WSWPCF and a new part-time technical support employee for the Internal Services Department Information Systems Division (ISD). The agreement is for two years with an option for up to two two-year extensions, and the resolution delegates authority to the City Manager to amend the contract to allow for additional temporary positions if needed. The contract for the two positions is for an amount not to exceed \$120,000 for the two-year period.

The Administrative Clerk is responsible for various duties such as answering phones, billings, handling correspondence and assisting with regulatory reporting requirements. The schedule for this position is set at 25 hours a week. ISD begins providing full-time technical support to the Police Department in early July. The contract position will be responsible for providing desktop support such as troubleshooting computer problems, installing software and completing other related tasks as assigned by ISD staff. The schedule will average approximately 27 hours per week.

FISCAL IMPACT: This agreement provides the staffing flexibility needed by the Wastewater and Information Systems divisions at the lowest cost.

FUNDING AVAILABLE: This need was anticipated in the FY 2011/12 budget. Wastewater operating account (170403), Information Systems Division operating account (100411)

Jordan Ayers
Deputy City Manager

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

cc: Charles Swimley, Deputy Public Works Director
Steve Mann, Information Systems Division Manager

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Adecco Employment Services (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Temporary Clerical and Information Technical (IT) Support (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibits A and C. 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 and C, in an amount not to exceed \$120,000.

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 & C) 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 Terms

The term of this Agreement commences on July 1, 2011 and terminates on June 30, 2013. By mutual agreement, the CITY and CONTRACTOR may enter into an agreement to extend for up to two (2) two-year extensions of this agreement.

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 Exhibits A and C 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 weekly 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.

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Adecco Employment Services
 1036 West Robinhood Drive, #108
 Stockton CA 95207
 Attn: Jennifer L. Dutro

Section 4.09 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not

an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit A 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.

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

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
CITY MANAGER

APPROVED AS TO FORM

ADECCO EMPLOYMENT SERVICES

By _____
STEPHEN SCWABAUER
CITY ATTORNEY 

By: _____
Its: _____

Attachments:

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



better work, better life

EXHIBIT A

To: Mr. Konradt Bartlam, City Manager
City of Lodi
1331 S. Ham Lane
Lodi, CA 95242

TERMS & CONDITIONS

Staffing Services. Adecco will recruit, interview, select and hire assigned employees ("Associates") who, in Adecco's judgment, possess the qualifications you request. Adecco will pay Associates weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

Rates and Charges. Adecco's standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments and National Criminal Record File check for each Associate at time of first assignment. Further screens may be performed at additional cost. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Associates' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Associate. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Associates; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date.

Customer Responsibilities. You are responsible for the supervision and safety of Associates while on your premises including compliance with federal and state laws, including OSHA. You agree to bear the risks of allowing Associates to handle cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless Adecco from these risks. Associates are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco's name to financial statements or tax returns. You agree not to permit Associates to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change an Associate's assigned duties without Adecco's prior approval. You agree to provide Associates with meal and/or rest breaks required by law. Time must be approved no later than 2pm Tuesday following the Sunday work week end; if not, hours submitted will be deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours. You shall notify Adecco if any positions filled under this Agreement are subject to prevailing wage laws.

Hiring of Associates. You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when you obtain the services of our Associate either by 1) directly hiring the Associate onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Associate was on assignment to you by Adecco anytime within the preceding 90 days. If you choose to convert an Associate, the fee structure on the following page applies.

Miscellaneous. Except as otherwise provided herein, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. WEB TIME SERVICES ARE PROVIDED "AS IS", AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client's sole remedy, and Adecco's aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

MOST REQUESTED SKILL CLASSIFICATIONS

EXHIBIT A

Adecco's rates are based on fair and competitive pay rates to attract and retain quality employees and may vary according to client's requirements. These rates are based on Adecco's standard services and reflect a cash/cash equivalent discount of 3%. Adecco reserves the right to increase these rates due to increased or new government-mandated costs (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, contribution, benefit, or fee). Payment terms due upon receipt.

SKILL CLASSIFICATIONS	Bill Rate Range
CLERICAL	
Receptionist/Phone Clerk - Welcomes staff, vendors, customers and other visitors to the office. Common activities: handling incoming calls, performing general clerical duties.	\$16.78 - \$19.90
General Office Assistant/Clerk - Supports staff with various tasks. Common activities: Photocopying, faxing, filing, sorting and distributing materials and memos.	\$15.71 - \$19.64
Mail Clerk[1] - Distributes and collects incoming mail and processes outgoing mail. Common activities: organizing and sorting, affixing and recording postage on registered mail and packages.	\$19.06 - \$22.52
File Clerk - Files, batches and/or collates material according to standard systems. Common activities: organizing and filing materials, maintaining logs, photocopying materials.	\$28.17 - \$33.85
Records Clerk - Maintains records. Common activities: labeling, indexing, posting, coding, sorting, filing and purging.	\$18.84 - \$23.13
Front Desk Coordinator - Manages the company's lobby area. Common activities: greeting and directing visitors including staff, vendors, customers and job candidates. Ensuring completion of paperwork, sign-in and security procedures.	\$16.78 - \$19.90
Switchboard Operator - Handles a high volume of phone calls through a switchboard or computerized program. Common activities: managing incoming/outgoing calls, announcing calls, taking and conveying messages, and providing contact information.	\$15.44 - \$18.70
Receptionist/Word Processor - Answers light to moderately busy phones. Performs entry-level word processing and some higher degree clerical duties. Common activities: typing memos, forms and routine correspondence.	\$24.91 - \$30.06
ADMINISTRATIVE	
Administrative Assistant I (0-2 years experience) - Supports staff through scheduling, organizing and initiating or completing spreadsheet and presentation projects. Common activities: word processing, fielding telephone calls, filing and organizing workflow, documents and materials.	\$24.49 - \$29.16
Administrative Assistant II - Possesses all the skills of an Administrative Assistant I. In addition has over 2 years experience.	\$27.56 - \$32.68
Executive Assistant - Performs top-level duties for executive management. Common activities: arranging meetings, coordinating travel, setting up telephone or videoconferences, screening and fielding calls, preparing reports and presentations.	\$28.17 - \$33.85
Office Manager - Ensures office productivity. Common activities: managing office personnel and activities, developing office policies, and directing procedures and general office activities such as filing correspondence and mail distribution.	\$32.97 - \$41.27
BANKING	
Mortgage Processor - Creates new mortgage files and approval summaries. Common activities: entering information on log sheets, reviewing and preparing documentation, notifying underwriters of irregularities.	\$16.30 - \$19.21
Loan Processor I - Verifies and complies information to process loans. Performs verification of credit history and employment information. Common activities: preparing and reviewing loan documents entering and researching information utilizing multiple computerized systems.	\$29.03 - \$34.56
Senior Loan Processor - Possesses all the skills of Loan Processor. In addition has over 6 months experience.	\$31.99 - \$40.01
ACCOUNTING	
Accountant (General, Cost 1-3 yrs exp) - Prepares financial statements and various accounting reports. Common activities: auditing contracts, ordering, vouchering, implementing general accounting systems.	\$24.88 - \$29.60
Accounts Payable Clerk - Reviews and prepares work for entry to accounts payable system. Common activities: payment processing, recording entries with codes for general ledger reclassification, researching problems, 10 key by touch or sight.	\$19.34 - \$23.48
Accounting Clerk - Performs light clerical duties within an accounting function. Common activities: matching payments, checking purchase orders, performing other routine calculations with specific instructions, 10 key by touch or sight.	\$20.73 - \$24.61
Accounting Data Entry Clerk - Performs standard mathematical computations. Posts results or verifies computations made by others. Common activities: 10 key by touch or sight, understanding of one or more electronic calculating systems and/or machines.	\$17.78 - \$21.02
CONTACT CENTER	
Contact Center Representative (Inbound) - Provides customer assistance over the phone, email or internet chat. Common activities: answering questions, problem resolution, following-up and escalating calls.	\$17.31 - \$22.42
Help Desk Representative (Inbound) - Helps customers who are having basic operational problems and system malfunctions. Common activities: answering questions, problem resolution, staying informed of all changes in operating systems, following-up and escalating calls.	\$29.03 - \$34.56
Contact Center Lead - Manages contact center representatives. Common activities: scheduling, problem resolution, call volume monitoring and management, coaching representatives, handling escalated calls.	\$28.96 - \$36.60
Contact Center Sales Representative (Outbound) - Telephone sales of products and services. Common activities: lead generation, setting appointments, closing sales, or conducting surveys.	\$18.11 - \$23.03
CUSTOMER SERVICE & SALES	
Demonstrator - Presents detailed description of products to an audience. Common activities: memorizing short scripts, presenting to individuals and groups.	\$25.59 - \$32.00
Sales Representative - Interacts with potential customers either in person or over the phone. Common activities: following-up on leads, generating leads, and closing sales.	\$31.99 - \$40.01
Customer Service Representative - Utilizes established guidelines to provides customers with pricing, delivery, and product information either in person or over the phone. Common activities: Receiving and answering customer questions, handling complaints, maintaining records and preparing required reports	\$20.24 - \$24.93
[1] If lifting is required, workers' compensation classification may vary and will impact bill rate.	

CONVERSION / TRANSFER FEE

You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when, by direct hire or by assignment, arrangement, or contract from a source other than Adecco, you obtain the services of a person who, anytime within the preceding 90 days, was on assignment to you from Adecco. The general conversion cost is 30% of the person's annualized pay in his or her new employment. However, if the conversion is by your direct hire of the person, the following discounted cost applies instead:

preceding the conversion	Cost of conversion: percentages are of the person's annualized pay in his or her new employment
1 - 160	30%
161 - 480	25%
481 - 960	20%
961 - 1440	15%
1441+	\$1,500

ASSOCIATE GUARANTEE

If for any reason you are dissatisfied with an Associate's qualifications and notify Adecco within the first 8 hours of the assignment, you will not be charged for the hours worked by the Associate and Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with an Associate's qualifications, performance or conduct.

BACKGROUND CHECK

Adecco provides discount pricing for background screenings through Lexis Nexis. Client will pay for the cost of all background checks plus an administrative fee equal to 12.0%. Costs are determined by type of background check required.

ADDITIONAL TERMS

Your bill rate will be \$15.71, based on the \$10.50 pay rate. All Clerical/Adminstrative positions: 49.6% mark-up.

Signature of Client's Authorized Representative

Print Name

Date

Signature of Adecco's Authorized Representative

Print Name

Date



5-413 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></p> <p>\$1,000,000 Ea. Occurrence</p>
<p>\$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></p> <p>\$1,000,000 Bodily Injury - Ea. Person</p> <p>\$1,000,000 Bodily Injury - Ea. Occurrence</p>
<p>\$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.).

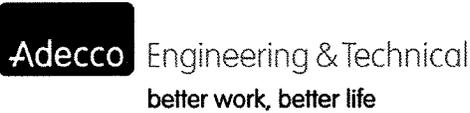
A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

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

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

5-414 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

NOTE: Certificate Holder Address: **City of Lodi**
221 West Pine Street
Lodi CA 95240



PRICING AGREEMENT
City of Lodi

Confidentiality

Personal data submitted by Adecco Engineering & Technical regarding its associate employees and candidates is highly confidential and for the Client's personnel use only.

Client Name (Report to): City of Lodi

Address: 221 W. Pine Street

City: Lodi State: CA Zip: 95240

Contractor Name: Thomas Newhall

Expected Start Date: July 11, 2011

Supervisor: Steve Mann

Assignment Location: 221 W. Pine Street

Hourly Billing Rate: \$23.20 Overtime Billing Rate: \$34.80

Invoice Mailing Address: 221 W. Pine Street

City: Lodi State: CA Zip: 95240

Attention To: Jordan Ayers

Additional Terms and Conditions:

Conversion/Transfer Fee
1-200 hours=20% of Annual Salary
201-400 hours=15% of Annual Salary
401-600 hours=12% of Annual Salary
601-800 hours=10% of Annual Salary
801-1000 hours=5% of Annual Salary
1001-1200 hours=3% of Annual Salary

The undersigned acknowledges receipt and acceptance of Adecco Engineering & Technical's Terms and Conditions.

Client Name

Client Address

Signature of Client's Authorized Representative

Title

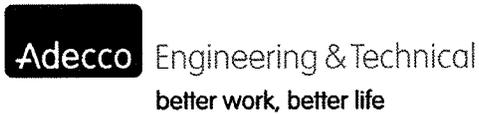
EXHIBIT C - Part 1

Printed Name

Date

Email Address

Phone Number



TERMS & CONDITIONS

Staffing Services. Adecco will recruit, interview, select and hire assigned employees (“Consultants”) who, in Adecco’s judgment, possess the qualifications you request. Adecco will pay Consultants weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer’s share of state and federal taxes, workers’ compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

Guarantee. If for any reason you are dissatisfied with a Consultant’s qualifications and notify Adecco within the first 8 hours of the assignment, you will not be charged for the hours worked by the Consultant and Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with a Consultant’s qualifications, performance or conduct.

Rates and Charges. Adecco’s standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments and National Criminal Record File check for each Consultant at time of first assignment. Non-standard processes will result in an additional 5% added to the bill rate. Further screens may be performed at additional cost. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days’ written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Consultants’ pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Consultant. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Consultants; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date. You shall notify Adecco if any positions filled under this Agreement are subject to prevailing wage laws.

Per Diem. For Consultants who are paid per diem, the Bill Rate shall include the Per Diem payment. Per Diem payments shall not be deemed expenses for the purposes of allowable/pre-approves expenses. Adecco uses the IRS-approved federal per diem rate .

Customer Responsibilities. You are responsible for the supervision and safety of Consultants while on your premises including compliance with federal and state laws, including OSHA. You are responsible for the work and work product of the Associates. You agree to bear the risks of Consultants handling cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless Adecco from these risks. Consultants are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco’s name to financial statements or tax returns. You shall not permit Consultants to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change a Consultant’s assigned duties without Adecco’s prior approval. You agree to provide Consultants with meal and/or rest breaks required by law. Time must be approved no later than 2 pm Tuesday following the Sunday work week end; if not, hours submitted will be deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours.

Hiring of Consultants. You agree to compensate us for “converting” a current or recent Consultant. A conversion occurs when you obtain the services of our Consultant either by 1) directly hiring the Consultant onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Consultant was on assignment to you by Adecco anytime within the preceding 90 days. If you choose to convert a Consultant, the fee structure on the following page applies.

Miscellaneous. Except for rate increases, all changes to this Agreement must be in writing and signed by both parties. Each party’s liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party’s business or activity. WEB TIME SERVICES ARE PROVIDED “AS IS”, AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client’s sole remedy, and Adecco’s aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties’ rights and obligations regarding the services and work performed before the termination.

Client City of Lodi

Adecco USA, Inc.

Name: Jordan Ayers

Name: Marcos D. Codina

Signature: _____

Signature: _____

Date: _____

Date: _____

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT FOR
ADECCO EMPLOYMENT SERVICES

=====

WHEREAS, the Public Works Division requires the services for temporary clerical support at the White Slough Water Pollution Control Facility, and the Information Systems Division requires the services for a temporary Information Technology Position; and

WHEREAS, Adecco Employment Services currently provides temporary clerical support for the City of Lodi; and

WHEREAS, staff recommends executing a Professional Services Agreement with Adecco Employment Services, for temporary clerical support for White Slough Water Pollution Control Facility, and a temporary Information Technology position in an amount not to exceed \$120,000 for a two year period; and

WHEREAS, staff further recommends authorizing the City Manager to amend the contract to allow for additional temporary positions if needed.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Adecco Employment Services of Stockton, California, to provide temporary clerical support for White Slough Water Pollution Control Facility, and a temporary Information Technology position, in an amount not to exceed \$120,000 for a two year period; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to amend the contract to allow for additional temporary positions if needed.

Dated: July 6, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Ratifying Employment Agreement Entered Into Between the City of Lodi and Mark A. Helms

MEETING DATE: July 6, 2011

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt Resolution ratifying Employment Agreement entered into between the City of Lodi and Mark A. Helms.

BACKGROUND INFORMATION: Lodi Municipal Code Section 2.12.060 vests with the City Manager the power to select subordinate staff. In April 2010, Mr. David Main retired from the City as Police Chief. Since that time the Police Department has not had a permanent chief.

Recruitment of a permanent chief began after the retirement of interim Chief Gary Benincasa in February. Following the screening of 44 candidates and interviews with seven, additional interviews were conducted to determine the best person to fill the vacancy. Mark A. Helms, a Captain with the Stockton Police Department, was selected. He began his law enforcement career in 1984 with the San Joaquin County Sheriff's Office.

The City Manager wishes to provide certain terms and conditions related to employment that extend beyond the Manager's authority and therefore require ratification by the City Council. The proposed agreement is an "at-will" agreement and contains a base salary of \$165,000 annually, six-month severance payment for termination other than cause, and benefits similar to what other executive management and regular City employees enjoy with the exception that Mr. Helms will pay his full 9-percent employee's share for retirement contribution. A copy of the agreement is attached.

FISCAL IMPACT: The position is within budget.

Konradt Bartlam, City Manager

Attachment:

APPROVED: _____
Konradt Bartlam, City Manager

EMPLOYMENT AGREEMENT

Executive Management Exempt Service

Police Chief

THIS AGREEMENT entered into on July 6, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and Mark A. Helms, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Police Chief and City desires to employ the services of Employee as Police Chief; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as Police Chief; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as Police Chief is his sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Employment: City agrees to employ Employee as Police Chief, in accordance with the following provisions:

(a) Employee shall serve as Police Chief, and shall be responsible for managing and directing the operations of the Police Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as Police Chief, and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Manager.

2. Start Date: Employee shall begin work on or before August 1, 2011.

3. Maintenance of Professional Expertise: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to city police administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. Resignation or Termination:

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of Police Chief, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such severance pay, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City in a form acceptable to the City Attorney. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. **Employment as Department Head is Sole Employment with City:** Employee further represents and acknowledges that his employment as Police Chief is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. **Salary:**

a. City agrees to pay Employee \$13,750.00 in salary per month for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay nine percent (employee's share) of his salary towards the California Public Employees Retirement system benefit. Currently, the City has instituted and Employee agrees to accept the following three reductions:

- i) Employee agrees to forego all deferred compensation matches he would otherwise be entitled to.
- ii) Employer will contribute the full cost (minus the Employee's Share) of the lowest cost PERS HMO Medical Plan available to employees (excluding Porac) toward Employee's selected PERS health care provider between the pay periods in which January 1, 2012 through June 30, 2012 fall. The lowest cost medical plan will be the lowest cost plan for San Joaquin County residents as of January 2012 for Employee's coverage category of: a) employee, b) employee plus one, or c) family. If Employee selects a higher cost plan, Employee will pay the difference (and the Employee's Share) as a payroll deduction. The Employee's Share shall be \$0.00 for the employee only coverage category, \$80.00 per month for employee plus one and \$104.00 per month for family.
- iii) Employee agrees to forego the ability to cash out 20 of the 40 hours of the Administrative Leave that would otherwise be cashable pursuant to Article IX of the Executive Management Statement of Benefits.

b. At any time, a minimum of a ten percent (10%) salary differential shall exist between the Police Chief and the department's next highest paid executive or mid management position, including incentive pay. In addition, the City Manager will have discretion to grant up to an additional five percent in salary after one year, and subject to a satisfactory performance evaluation.

8. **Benefits:** The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits dated 1998 and as they may be amended, increased or decreased, except as modified herein. Employee shall also be entitled to a Uniform Allowance in the amount of \$950 payable in the first year upon appointment, and thereafter annually. These are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long term disability insurance

and life insurance. Employee's vacation leave shall be calculated as if he were in his fifteenth year of continuous city service (i.e. employee will receive twenty (20) paid vacation days per year increasing from there as provided in the Executive Management Statement of Benefits). Employee will also earn and accumulate sick leave as provided in the Executive Management Statement of Benefits. Employee shall be granted a 12 day vacation/sick leave bank that can only be used during Employee's first 12 months of employment. This secondary bank shall expire upon Employee's first anniversary with the City.

9. Vehicle Use: The City of Lodi requires that Employee have transportation readily available for his use during his employment with Employer, and, to the end of assuring that Employee has a vehicle available, the Police Chief shall be assigned an appropriate vehicle equipped with necessary safety equipment and communications devices. Due to his on-call status, the Police Chief shall be allowed use of said vehicle for personal use up to three hours away from the Police Department if necessary to accommodate a call to duty.

10. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

11. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

12. Authority to Work in the United States: Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

13. Notice: All notices required herein shall be sent first class mail to the parties as follows:

To CITY:

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To EMPLOYEE:

Mark A. Helms
3929 Glen Abby Circle
Stockton, CA 95219

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. Entire Agreement: This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. Severability: If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
MARK A. HELMS

CITY OF LODI, a municipal corporation

By: _____
KONRADT BARTLAM
City Manager

ATTEST:

By: _____
RANDI JOHL
City Clerk

APPROVED AS TO FORM:

For: _____
D. STEPHEN SCHWABAUER
City Attorney

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
RATIFYING THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY MANAGER AND POLICE CHIEF
MARK A. HELMS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the Employment Agreement entered into between the City Manager and Police Chief Mark A. Helms, as shown on Exhibit A attached.

Date: July 6, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the Lodi City Council in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution accepting grant from General Mills Foundation in support of the Lodi Public Library's Homework Help Program and appropriate funds to the Library Fund (\$8,000) (LIB)

MEETING DATE: July 6, 2011

PREPARED BY: Library Services Director

RECOMMENDED ACTION: Adopt resolution accepting grant from General Mills Foundation in support of the Lodi Public Library's Homework Help Program and appropriate funds to the Library Fund (\$8,000) (LIB).

BACKGROUND INFORMATION: Lodi Public Library received a grant from the General Mills Foundation to purchase materials and to support the Homework Help Program. This program provides volunteer tutoring for students after school three days a week. Library collections provide a rich resource to assist with the help given to the participants. The funding will be used to enhance the library's collections that support the needs of area students.

FISCAL IMPACT: The funding to be received is \$8,000

FUNDING AVAILABLE: Not applicable.

Nancy C. Martinez, Library Services Director

NM/sb

APPROVED: _____
Rad Bartlam, City Manager



GENERAL MILLS FOUNDATION

April 18, 2011

Ms. Nancy Martinez
Library Services Director
Lodi Public Library
201 West Locust Street
Lodi, California 95240-2013

Dear Ms. Martinez:

The General Mills Foundation is pleased to send you on behalf of the Lodi, CA Community Action Council, the enclosed check in the amount of \$8,000.00 for the Homework Help Program.

Please record the grant in the name of the General Mills Foundation and send an acknowledgement to Cindy Thelen at the Foundation address below. If you have questions, please contact your local General Mills representative.

Thank you for participating in this grants program with us, and please accept our best wishes for success.

Sincerely,

Donna Svendsen
Associate Director
General Mills Foundation

Community Action Council
Representative

Enclosure

p.s. Please share the impact of your organization's programs on our Foundation's Facebook page, General Mills Gives! (www.facebook.com/generalmillsgives).

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING GRANT FROM THE GENERAL MILLS
FOUNDATION IN SUPPORT OF THE LODI PUBLIC
LIBRARY'S HOMEWORK HELP PROGRAM, AND
FURTHER APPROPRIATING THE GRANT FUNDS
TO THE LIBRARY FUND (\$8,000)

=====

WHEREAS, the library has been awarded a grant by the General Mills Foundation in the amount of \$8,000; and

WHEREAS, the intention of the grant is to support the library's afterschool Homework Help Program; and

WHEREAS, the library will utilize the grant funds to purchase materials in support of the Library Homework Help Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby accepts the grant of \$8,000 from the General Mills Foundation for the Homework Help Program; and

BE IT FURTHER RESOLVED, that the grant funds be appropriated to the Library Fund for support of the Homework Help Program.

Date: July 6, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the Lodi City Council in a regular meeting held July 6, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Municipal Service Center (MSC) Compressed Natural Gas (CNG) compressor No. 1 rebuild project.

BACKGROUND INFORMATION: On December 1, 2010, City Council awarded contract for the MSC CNG compressor No. 1 rebuild project and CNG fueling station maintenance to GreenField Compression, Inc., of Richardson, Texas, in the amount of \$39,890. The compressor rebuild project was for \$13,658 and the two-year maintenance cost was \$29,232. The compressor rebuild contract has been completed in substantial conformance with the Request for Proposals for the project approved by City Council on May 19, 2010.

The project consisted of rebuilding one of the existing compressors at the MSC CNG fueling station.

The final contract cost was \$14,838.54. The difference between the original and final contract price was \$1,180.54, due to one change order to replace three existing switches, for standby time waiting on a separate control panel contractor, and a credit for reduced shipping costs from California to Texas.

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

FISCAL IMPACT: There will be a slight decrease in the long-term maintenance costs associated with the installation of these new improvements.

FUNDING: Funding for this project was from the Facility Upgrade (Transit) Account (125179)

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
FWS/DJC/pmf
cc: Paula Fernandez, Transportation Manager/Senior Traffic Engineer

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for July 20, 2011, to Consider Report for Sidewalk Repairs and to Confirm the Report as Submitted by the Public Works Department

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for July 20, 2011 to consider the Report for Sidewalk Repairs and to confirm the report as submitted by the Public Works Department.

BACKGROUND INFORMATION: At the July 20, 2011 public hearing, Council will consider the Report for Sidewalk Repairs and hear protests from the public. Following the public hearing, the Council will be asked to confirm the cost of repairs report, assess the cost of repairs to the affected property, and order the preparation of a Notice of Lien to be filed with the San Joaquin County Recorder's office.

This year's report includes one property where the City performed repairs that are the owner's obligations. As a part of the City's sidewalk maintenance program, the City notified the property owner on September 12, 2008 that her sidewalk at 1235 South Pleasant Avenue needed to be repaired. Public Works staff granted several extensions to have the repairs completed and, as of March 2011, the work still had not been performed.

The City's Curb, Gutter and Sidewalk Maintenance Policy, provides several alternatives for the cost of repairs. Those alternatives are: a) City will advance funds for installation or maintenance without interest if the property owner agrees to make payments over the course of 12 months and upon execution of a written payment agreement with the City; b) property owners meeting low-income eligibility per the City's SHARE program may elect to defer maintenance costs until transfer of ownership with execution of a payment agreement with a fixed interest; or c) the City Manager is authorized to execute payment agreements and file liens and assessments with the County Tax Collector and/or Recorder as appropriate to secure payment.

The property owner received three notices over a one-year period that if she did not make the repairs, the City's contractor would repair the sidewalk. The work was completed in April 2011. Streets and Highway Code Section 5616 requires that a public hearing be held to hear and pass upon the report of cost of repairs and to hear protests that may be raised by the property owner.

Street Address	Cost	Work Accomplished
1235 South Pleasant Avenue	\$1,839.38	Failed to Perform. City completed repair; billed property owner.

APPROVED: _____
Konradt Bartlam, City Manager

Set Public Hearing for July 20, 2011, to Consider Report for sidewalk Repairs and to Confirm the Report as Submitted by the Public Works Department

July 6, 2011

Page 2

Based on previous cases, the Council determined that the collection method for cost of repairs to sidewalks would be to turn a Notice of Lien over to the San Joaquin County Recorder's office. To date, there have been eight properties that have had a Notice of Lien turned over to the San Joaquin County Recorder's office, three of which have been released after payment was received. It is staff's recommendation that this current practice continue and a Notice of Lien for the property be turned over to the San Joaquin County Recorder's office.

FISCAL IMPACT: Placing liens on the properties will ensure that the Street Fund will be reimbursed \$1,839.38 plus interest for the cost of repairing the sidewalk.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

cc: Charles Swimley, Deputy Public Works Director
Property Owner, 1235 S. Pleasant Ave



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for August 3, 2011, to Consider Resolution Adopting 2010 Urban Water Management Plan

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for August 3, 2011, to consider resolution adopting 2010 Urban Water Management Plan (UWMP).

BACKGROUND INFORMATION: State law requires the UWMP be updated by all water suppliers every five years. The City Council adopted the current UWMP on March 15, 2006. In November 2009, the State enacted SB x7-7 which changed the requirements for water suppliers to increase efficiency and water conservation. Because of these changes, the State released updated guidelines on October 1, 2010 with the final methodologies for calculating these water-reduction targets released in February 2011. The UWMP Guidebook for preparing the update was released by the State in March 2011. The due date for the submittal of the adopted 2010 UWMP was extended to August 1, 2011.

On December 15, 2010, City Council approved an agreement with RMC Water and Environment, of Walnut Creek, to prepare the 2010 UWMP.

The UWMP outlines Lodi's historical and projected population, water supply and demand, water shortage contingencies, and demand management measures implemented by the City. This plan also addresses water usage targets and reduction plan as required by the State for water use reductions of 15 percent by 2015 and 20 percent by 2020. These reductions utilized in the UWMP are based on Method 1, 80 percent Base Daily Per Capita Use gpcd, which calculates the reductions from a calculated baseline. The targeted reductions presented in the UWMP are 223 gpcd for the interim target (15 percent by 2015) and 199 gpcd for the final target (20 percent by 2020).

At the August 3, 2011 meeting, RMC Water and Environment will give a presentation outlining the contents and findings contained in the UWMP. Copies were made available to the public on June 2, 2011.

FISCAL IMPACT: By maintaining an updated Urban Water Management Plan in accordance with State requirements, the City of Lodi will remain eligible for Proposition 50 grant funding.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Kathryn Garcia, Compliance Engineer
FWS/KG/pmf
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the Library Board of Trustees, Lodi Arts Commission, and Planning Commission

MEETING DATE: July 6, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Library Board of Trustees, Lodi Arts Commission, and Planning Commission.

BACKGROUND INFORMATION: Previously, the City Council directed the City Clerk to post for the expiring terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

Library Board of Trustees

Stephen Paul Mackey Term to expire June 30, 2014

NOTE: One applicant (one application on file); posting 5/4/11; application deadline 6/13/11

Lodi Arts Commission

Cathy Metcalf Term to expire July 1, 2014

NOTE: Three applicants (one seeking reappointment and two applications on file); posting 5/4/11; application deadline 6/13/11

Planning Commission

Steven Hennecke Term to expire June 30, 2015
Dave Kirsten Term to expire June 30, 2015

NOTE: Five applicants (two seeking reappointment, one new application, and two applications on file); posting 5/4/11; application deadline 6/13/11

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Chapter 16.40 "Reimbursements for Construction" by Repealing and Re-enacting Section 16.40.050 "Reimbursement Agreements" in its Entirety

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Introduce an ordinance amending Lodi Municipal Code Chapter 16.40 "Reimbursements for Construction", by repealing and re-enacting Section 16.40.050 "Reimbursement Agreements" in its entirety.

BACKGROUND INFORMATION: Lodi Municipal Code Chapter 16.40 regarding "Reimbursements for Construction" identifies the improvements which are reimbursable under the development impact mitigation fee program and establishes a uniform reimbursement procedure for the cost of improvement's which are to be reimbursed from other parties.

Currently, Section 16.40.050-A.4 Reimbursement Agreements, provides that the City will collect the appropriate charge from the properties identified in the agreement and reimburse the applicant or the applicant's heirs, successors or assigns, for a period of 15 years from the date of the agreement only. Reimbursement agreements to recover funds advanced by the City for projects shall expire after 15 years; reimbursement charges will not be collected after that time.

Due to the current economic condition, staff has received a request for an extension to an existing reimbursement agreement with a November 20, 2018, expiration. Currently, the ordinance does not allow for an extension to reimbursement agreements.

The introduction of this ordinance is to amend the Lodi Municipal Code allowing the City Council to approve extensions of the time period for existing reimbursement agreements. The amendments to the Lodi Municipal Code Section 16.40.050 are presented in Exhibit A.

Presently, there are 18 active reimbursement agreements. A summary of these agreements is provided in Exhibit B.

FISCAL IMPACT: None

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Denise Wiman, Sr. Engineering Technician

FWS/dw
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 16.40
"REIMBURSEMENTS FOR CONSTRUCTION" BY
REPEALING AND RE-ENACTING SECTION 16.40.050
"REIMBURSEMENT AGREEMENTS" IN ITS ENTIRETY.

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 16.40 – "Reimbursements for Construction" is hereby amended by repealing and re-enacting §16.40.050 "Reimbursement Agreements" in its entirety, to read as follows:

16.40.050 Reimbursement Agreements

- A. Within sixty days of receipt of a completed application, the public works director shall prepare a reimbursement agreement containing the following provisions:
 - 1. The amount of reimbursable costs shall include construction costs less any applicable credits plus ten percent for administrative and engineering costs. Applicable city engineering and processing fees shall also be added. Costs of financing, bonds or other applicant costs shall not be included.
 - 2. The total reimbursable cost shall be apportioned to the benefiting properties as appropriate. Costs of transitions, utility stubs or other minor work shall not be apportioned to adjacent property.
 - 3. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record 20 Cities Construction Cost Index as of the end of the year. The reimbursable amount for subsequent years shall be the prior year reimbursable amount less any reimbursements made during the year, all multiplied by the percentage change in the index over the year.
 - 4. The agreement shall provide that the city will collect the appropriate charge from the properties identified in the agreement and reimburse the applicant or the applicant's heirs, successors or assigns, for a period of fifteen years from the date of the agreement only. Reimbursement agreements to recover funds advanced by city for projects shall expire after fifteen years; reimbursement charges will not be collected after that time **unless the City Council approves a time extension to Reimbursement Agreement as provided in this chapter.**
 - 5. **Upon written request of the applicant or the applicant's heirs, successors or assigns, and a showing that economic conditions prevented construction necessary to reimburse less than fifty percent (50%) of the applicant's construction costs, the City Council may approve time extensions to reimbursement agreements. The application shall be filed at least one year prior to the Reimbursement Agreement's expiration. Applicant shall reimburse the City for all staff and other costs associated with processing the application.**

~~B. The reimbursement agreement shall be numbered and filed by the Public Works Director.~~

~~B.~~ Prior to the adoption of a resolution approving the reimbursement agreement or *extension of a reimbursement agreement* the city shall within ninety days of receipt of a completed application conduct a public hearing as follows:

1. At least ten days prior to the date and time set for the hearing before the city council, give a notice by first class mail, postage prepaid to the addresses as shown on the latest equalized assessment roll of San Joaquin County, to the owners of each parcel identified in the reimbursement agreement as benefited.
2. The notice shall state the date, time, and location set for such hearing.
3. Include in such notice to property owners as required under (1) above a statement of the nature of the improvements costs as provided in subsection A of this section, and list of the addresses or a map delineating all parcels identified in the reimbursement agreement as benefited.
4. The hearing on such reimbursement agreement shall take place before the city council, at which time all interested parties shall be heard. The council shall determine what properties are benefited, the costs and a fair method of allocation of costs to the properties benefited, and an apportionment of such costs.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2011

Bob Johnson
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held July 6, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2011, 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

EXHIBIT B

Agreement #:	Improvement	Agreement Date	Term Expiration
RA-9901	Public – Tienda Dr. Wastewater Main	11/11/1997	11/07/2012
RA-0001	Public – Lower Sacramento Rd Widening	12/01/2000	11/28/2015
RA-0101	Public-Kettleman Lane & Beckman Road	07/16/2001	07/12/2016
RA-0201	Public - Richards Ranch, Tract No.2636 and Thayer Ranch, Tract No. 2850	10/04/2000	10/01/2015
RA-0202	Public-Sunwest Mkt (Kettleman & Lower Sac)	12/03/1999	11/29/2014
RA-0301	Public – 770 N. Guild Avenue	05/17/2001	5/13/2016
RA-0302	Public – Tienda and Lakeshore Drive	11/21/2001	11/17/2016
RA-0303	Public – Tienda Drive	10/08/2002	10/04/2017
RA-0304	Harney Ln WW Lift Stn	10/30/2002	10/26/2017
RA-0501	Public-Legacy Estates (Harney & Lower Sac)	11/24/2003	11/20/2018
RA-0801	Public – Vintner’s Square (Lower Sac & Kettleman Lane)	01/09/2009	01/06/2024
99-108	Kettleman Lane Lift Stn	04/21/1999	04/17/2014
2001-45	Tienda Drive Improvements	02/21/2001	02/18/2016
2003-35	Tienda Drive Improvements	03/05/2003	03/01/2018
2004-220	Kettleman Lane Gap Closure	10/20/2004	10/17/2019
2005-24	Underground Aerial – 1833 W. Kettleman	02/02/2005	1/30/2020
2005-114	N. Lower Sac/Century Intersection	06/01/2005	05/28/2020
2007-52	Low Sac (Kettleman to Harney)	03/21/2007	03/17/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 16.40
"REIMBURSEMENTS FOR CONSTRUCTION" BY
REPEALING AND RE-ENACTING SECTION 16.40.050
"REIMBURSEMENT AGREEMENTS" IN ITS ENTIRETY.

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 16.40 – "Reimbursements for Construction" is hereby amended by repealing and re-enacting §16.40.050 "Reimbursement Agreements" in its entirety, to read as follows:

16.40.050 Reimbursement Agreements

A. Within sixty days of receipt of a completed application, the public works director shall prepare a reimbursement agreement containing the following provisions:

1. The amount of reimbursable costs shall include construction costs less any applicable credits plus ten percent for administrative and engineering costs. Applicable city engineering and processing fees shall also be added. Costs of financing, bonds or other applicant costs shall not be included.
2. The total reimbursable cost shall be apportioned to the benefiting properties as appropriate. Costs of transitions, utility stubs or other minor work shall not be apportioned to adjacent property.
3. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record 20 Cities Construction Cost Index as of the end of the year. The reimbursable amount for subsequent years shall be the prior year reimbursable amount less any reimbursements made during the year, all multiplied by the percentage change in the index over the year.
4. The agreement shall provide that the city will collect the appropriate charge from the properties identified in the agreement and reimburse the applicant or the applicant's heirs, successors or assigns, for a period of fifteen years from the date of the agreement only. Reimbursement agreements to recover funds advanced by city for projects shall expire after fifteen years; reimbursement charges will not be collected after that time unless the City Council approves a time extension to Reimbursement Agreement as provided in this chapter.
5. Upon written request of the applicant or the applicant's heirs, successors or assigns, and a showing that economic conditions prevented construction necessary to reimburse less than fifty percent (50%) of the applicant's construction costs, the City Council may approve time extensions to reimbursement agreements. The application shall be filed at least one year prior to the Reimbursement Agreement's expiration. Applicant shall reimburse the City for all staff and other costs associated with processing the application.

B. Prior to the adoption of a resolution approving the reimbursement agreement or extension of a reimbursement agreement the city shall within ninety days of receipt of a

completed application conduct a public hearing as follows:

1. At least ten days prior to the date and time set for the hearing before the city council, give a notice by first class mail, postage prepaid to the addresses as shown on the latest equalized assessment roll of San Joaquin County, to the owners of each parcel identified in the reimbursement agreement as benefited.
2. The notice shall state the date, time, and location set for such hearing.
3. Include in such notice to property owners as required under (1) above a statement of the nature of the improvements costs as provided in subsection A of this section, and list of the addresses or a map delineating all parcels identified in the reimbursement agreement as benefited.
4. The hearing on such reimbursement agreement shall take place before the city council, at which time all interested parties shall be heard. The council shall determine what properties are benefited, the costs and a fair method of allocation of costs to the properties benefited, and an apportionment of such costs.

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 _____, 2011

Bob Johnson
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held July 6, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2011, 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